



# CITY COUNCIL MEETING & PUBLIC HEARING OCTOBER 23, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **BOARDS & COMMISSIONS**
  - A. **Design Review Board Appointment by Council Member Will**
  - B. **Swearing-in of Board Member**
5. **CONSENT AGENDA**
  - A. **City Council Meeting Minutes (Meeting of 9/25/2023)**  
*Consideration of approval of the City Council meeting minutes from the meeting of September 25, 2023.*
  - B. **City Council Work Session Minutes (Meeting of 10/16/2023)**  
*Consideration of approval of the City Council Work Session minutes from October 16, 2023 at 5:30 p.m.*
  - C. **Alcoholic Beverage License Application**  
*Consideration of approval of the following Alcoholic Beverage License Application:*  
  
**PH-23-AB-23 Off Leash Alpharetta, LLC**  
**d/b/a Off Leash Alpharetta**  
**142 South Main Street, Alpharetta, GA 30009**  
**Restaurant**  
**Consumption on Premises**  
**Distilled Spirits, Beer, Wine & Sunday Sales**  
**Owner: Off Leash Alpharetta, LLC**  
**Registered Agent: Lonnie Cooper**
  - D. **The Hotel at Avalon: Estoppel Certificate and Agreement of Ground Lessor**  
*Consideration of approval of a new Estoppel Certificate and a new Agreement of Ground Lessor, related to The Hotel at Avalon's refinancing with a new lender, Forethought Life Insurance Company, and with authorization for the Mayor to execute all necessary documents.*
6. **NEW BUSINESS**
  - A. **Contract Award: Garland/DBS Inc. for Facility Roof Replacements for Fiscal Year 2024**  
*Consideration of approval of a contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$398,894.00 and authorization for the Mayor to execute all necessary documents.*
  - B. **Purchase Approval: Novacoast Managed Services with Tanium Licenses**  
*Consideration of approval of an agreement with Novacoast Inc. under U.S. General Services Administration contract GS-35F-246BA as the reseller to provide Tanium Subscriptions with Managed Services (asset management and vulnerability mitigation software) in the amount of \$96,400.00, and with authorization for the Mayor to execute all necessary documents.*

**C. Recreation, Parks, & Cultural Services – Instructor & Service Provider License**

*Consideration of approval to revise the current terms and approval process for instructors and service providers for the City's recreational programs.*

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





# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### City Council Meeting Minutes (Meeting of 9/25/2023)

*Consideration of approval of the City Council meeting minutes from the meeting of September 25, 2023.*

## STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Meeting and Public Hearing minutes from the meeting of September 25, 2023.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on September 25, 2023.

## ALTERNATIVES:

Do not approve the minutes and defer approval consideration to a future meeting.

## ATTACHMENTS:

1. CC Minutes 9.25.2023



# City Council Meeting & Public Hearing

## SEPTEMBER 25, 2023

### UNOFFICIAL MINUTES

#### Office of the City Clerk

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

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

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

##### • Council Members

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

##### • Council Members Absent

- Brian Will

##### • Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Pete Sewczwicz, Director of Public Works
- Michael Woodman, Planning & Development Services Manager
- Lance Morsell, Economic Development Manager

#### 3. PLEDGE TO THE FLAG

#### 4. PRESENTATIONS & PROCLAMATIONS

##### A. Proclamation: Clear Springs Missionary Baptist Church Anniversary Recognition

- Mayor Gilvin presented a proclamation to members of the Clear Springs Missionary Baptist Church to celebrate their 165 year anniversary.

#### 5. CONSENT AGENDA

##### A. Financial Management Report (Month Ending July 31, 2023)

*Consideration of approval of the Financial Management Report for the month ending July 31, 2023.*

##### PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
  - Council Member Hipes seconded the motion.
  - The motion was approved unanimously (6-0).

#### 6. PUBLIC HEARING

##### A. PH-23-10 Earl Wood House – Historic Designation

*Consideration of a comprehensive land use plan amendment and rezoning to allow an 'Academic School' in an existing building previously used as a day care center. A comprehensive land use plan amendment is requested from 'Low Density Residential' to 'Public, Institutional, Education' and a rezoning is requested from AG (Agriculture) to SU (Special Use). The property is located at 4665 Webb Bridge Road and is legally described as being located in Land Lot 163, 1st District, 1st Section, Fulton County, Georgia.*

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- City Attorney, Molly Esswein, read the Ordinance title aloud.
- The applicant, Paul Nocharli, requests consideration of a public hearing in order to designate a structure as historic. Zoning condition #3 related to file# PH-22-11/V-22-24 Wills Overlook required that the Earl Wood House be saved, restored and designated as historic under the City's Historic Preservation Incentive Ordinance. The subject property is located at 531 South Main Street on the north side of South Main Street and east of Wills Road.
- This item was considered by the Historic Preservation Commission at the September 14, 2023 meeting. There were no public comments. After discussion, Historic Preservation Commission recommended approval (vote 6-0).
- The submitted request, if approved, would move the property from the Contributing Historic Buildings Inventory to the Designated Historic Buildings Inventory as outlined in the Historic Preservation Incentive Ordinance. The property was approved for

changes to conditions of zoning and a variance on October 17, 2022 to allow sixteen (16) 'For-Sale' townhome units. The proposal included saving and restoring the Earl Wood House for use as a single-family detached home.

- The Earl Wood House was constructed around 1919 and is over 100 years old. According to Historic Homes in Alpharetta – Our Shining Stars, Earl Wood purchased the property in 1926. The style of the home is unknown. The Wood Family is identified in Alpharetta, Milton County – the Early Years as one of the original Milton County settlers.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on July 12, 2023. There were no public comments.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve PH-23-10 Earl Wood House – Historic Designation, which is located at 4665 Webb Bridge Road and is legally described as being located in Land Lot 163, 1st District, 1st Section, Fulton County, Georgia.
  - Mayor Pro Tem Merkel seconded the motion.
  - The motion was approved unanimously (6-0).

#### **B. PH-23-13 Gardner House – Historic Designation**

*Consideration of a request to designate the Gardner House as historic and adopt the ordinance. 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.*

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- City Attorney, Molly Esswein, read the Ordinance title aloud.
- The applicant, Madewell Homes, requests consideration of a public hearing in order to designate a structure as historic. Conditions of zoning require that the Gardner House be saved, restored, and designated as historic under the City's Historic Preservation Incentive Ordinance. The subject property is located at 133 Cumming Street at the southeast corner of Cumming Street and Cricket Lane.
- This item was considered by the Historic Preservation Commission at the September 14, 2023 meeting. There were two (2) public comments in support of the historic designation. After discussion, Historic Preservation Commission recommended approval (vote 6-0).

- Staff is recommending that Mayor and City Council approve PH-23-13 Gardner House – Historic Designation.
- The submitted request, if approved, would move the property from the Contributing Historic Buildings Inventory to the Designated Historic Buildings Inventory as outlined in the City’s Historic Preservation Incentive Ordinance. The subject property was approved on March 20, 2023 for a comprehensive land use plan amendment, rezoning and variance to allow the 1.76-acre property to be subdivided into two (2) single-family detached lots. The proposal included saving and restoring the Gardner House for use as a single-family detached home. A two (2) story garage addition is proposed on the east side of the Gardener House and swimming pool area are proposed on the west side of the home.
- The Gardner House was constructed between 1915 – 1930 and is approximately 93-108 years old. According to Historic Homes in Alpharetta – Our Shining Stars, Emiline Gardner purchased the property in 1907 and her son Sherman Gardner constructed the home from timber harvested from the property. Sherman Gardner owned a cotton gin on Milton Avenue before serving as Alpharetta Police Chief in the 1940’s. The architectural style of the home is Folk Victorian.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500’ were contacted regarding the applicant’s intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on August 9, 2023. There were public comments in support of the request.
- Staff has reviewed the applicant’s proposal against the established review criteria for a historic designation. The proposal meets the review criteria for historic designation.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve PH-23-13 Gardner House – Historic Designation, which 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.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (6-0).

#### **C. V-23-21 Thompson Street Park – Waiting Period Variance.**

*Consideration of a variance to reduce the waiting period for City Council consideration of a public hearing request on the same property from twelve (12) to six (6) months. The property is located at 132 Brook Street and 51 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.*

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, The Providence Group, requests a variance to reduce the waiting period for Council consideration of an application for zoning change affecting the same property from one (1) year to six (6) months. City Council took action on a public hearing request on the property for comprehensive land use plan amendment, rezoning, conditional use and variance on March 20, 2023. The subject property is located at 132 Brook Street and 51 Thompson Street at the southeast corner of Haynes Bridge Road and Thompson Street.
- Council took action on a public hearing request on the property for comprehensive land use plan amendment, rezoning, conditional use and variance on March 20, 2023. The applicant is seeking a change to previous conditions of zoning to change the homes at the rear of the development from two (2) story over basement to three (3) story on slab.
- The applicant notified surrounding property owners of their application and intent for the property. The report states that no comments were received.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve V-23-21 Thompson Street Park – Waiting Period Variance from one year to six month.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).

#### **D. PH-23-18 Thompson Street Park – Change of Condition**

*Consideration of a public hearing to change conditions of zoning to modify home elevations to allow the rear homes to be 3 stories. The property is located at 132 Brook Street and 51 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.*

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, The Providence Group, is requesting a change of conditions in order to change the homes at the rear of the development from two (2) story over basement to three (3) story on slab and to move the required sculpture from the corner of Haynes Bridge Road and Thompson Street to in front of the Thompson Street Flats building at 71 Thompson Street. The property was approved in March 2023 to allow for the construction of nineteen (19) 'For-Sale' single-family detached homes on 2.23 acres in the Downtown. Consideration of this request is contingent on City Council approving V-23-21 Thompson Street Park – Waiting Period Variance. The

subject property is located at 132 Brook Street and 51 Thompson Street at the southeast corner of Thompson Street and Haynes Bridge Road.

- Staff is recommending that Mayor and Council approve PH-23-18 Thompson Street Park – Change Of Condition, subject to the following changes to the conditions related to file #CLUP-22-05/Z-22-15/CU-22-12/V-22-29 Story Book Builders/31 & 51 Thompson Street:

3. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Main Street Designs, dated August 23, 2023, and labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Homes shall have 4-sided architecture, materials and details and each home facing Thompson Street shall have a unique façade.

12. Developer shall improve the corner of Haynes Bridge Road and Thompson Street with decorative landscaping, brick paver hardscape, and seating and monument or sculpture, as approved by DRB. A monument or sculpture shall also be required, either at the corner of Haynes Bridge Road and Thompson Street or at Thompson Street Flats (71 Thompson Street), as approved by the Thompson Street Flats Association. Sculpture shall require final approval by the Cultural Arts Commission.

- The property was rezoned to DT-LW (Downtown Live-Work) on March 20, 2023. Surrounding properties are zoned MU (Mixed Use) to the north, C-2 to the west and south, and DT-LW to the south and east. Voysey is located to the north, Publix to the west, vacant commercial properties to the south, and Thompson Street Flats to the east. The comprehensive land use plan designation of the property is 'Mixed Use Live Work'.
- The applicant requests changes to conditions #3 and #12 related to file #CLUP-22-05/Z-22-15/CU-22-12/V-22-29 Story Book Builders/31 & 51 Thompson Street. A change to condition #3 is requested to change the rear park facing homes from two (2) story over basement to three (3) story on slab. The applicant's engineer has determined that the homes facing the rear park must be three (3) story slab on grade like the homes facing Thompson Street. This is due to there not being enough grade change between the rear park grade and the alley grade to construct basement units.
- A change is also requested to condition #12 to allow the required sculpture to be located at the corner of Haynes Bridge Road and Thompson Street or in front of Thompson Street Flats (71 Thompson Street). The applicant has indicated that the change is necessary due to space limitations at the corner of Thompson Street and Haynes Bridge Road. Thompson Street Flats has an existing concrete pad for public art along Thompson Street. According to the applicant, Thompson

Street Flats is agreeable with the placement of the sculpture in front of their building.

- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- A Community Zoning Information Meeting was held on September 13, 2023. There were no public comments.
- Staff has reviewed the applicant's proposal to change previous conditions of zoning. The proposed changes are related to the existing topographical conditions on the property, as well as space limitations. The homes facing Thompson Street and rear park facing homes will be the same height.
- Clint Walters (with the Providence Group, 11340 Lakefield Drive, Johns Creek, GA 30097) came forward to speak on behalf of the applicant.

#### **PUBLIC COMMENTS:**

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-18 Thompson Street Park – Change off Condition, subject to the following changes to the conditions related to file #CLUP-22-05/Z-22-15/CU-22-12/V-22-29 Story Book Builders/31 & 51 Thompson Street:

3. Architecture and materials shall be developed substantially similar to the submitted renderings prepared by Main Street Designs, dated August 23, 2023, and labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Homes shall have 4-sided architecture, materials and details and each home facing Thompson Street shall have a unique façade.

12. Developer shall improve the corner of Haynes Bridge Road and Thompson Street with decorative landscaping, brick paver hardscape, and seating, as approved by DRB. A monument or sculpture shall also be required, either at the corner of Haynes Bridge Road and Thompson Street or at Thompson Street Flats (71 Thompson Street), as approved by the Thompson Street Flats Association. Sculpture shall require final approval by the Cultural Arts Commission.

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

#### **E. PH-23-11 Unified Development Code (UDC) Text Amendments – Signs, Parking, Multi-Use Trails, Downtown Architecture and Tree Preservation**

*Consideration of text amendments to the Unified Development Code (UDC). Amend Section 2.3 Supplementary Regulations to address fence and wall regulations along multiuse trails.*



*Amend Section 2.5 Parking and Loading to address the different levels of electric vehicle charging stations. Amend Section 2.6 Signs to prohibit face illuminated channel letter signs, require master sign plans for all commercial shopping centers and extend time period for banner signs for new businesses after DRB submittal. Amend Section 3.2 Tree Conservation, Landscape and Buffer Requirements to remove pines as a specimen or tree of quality and to allow homeowner's associations to review certain requests for tree removal within the front yard. Amend Section 3.5 Installation of Street to add regulations pertaining to the installation of multi-use trails. Amend Appendix A: Alpharetta Downtown Code, Section 2.8 Building Design to address applicability of architectural style requirements.*

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- City Attorney, Molly Esswein, read the Ordinance title aloud.
- This item was considered by the Planning Commission at the September 7, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval (vote 6-0).
- The proposed ordinance is attached hereto as Exhibit "A."

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-11 Unified Development Code (UDC) Text Amendments – Signs, Parking, Multi-Use Trails, Downtown Architecture and Tree Preservation, with one note of removing 5(b) in regards to specimen trees.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (6-0).

## **7. NEW BUSINESS**

### **A. Resolution: 2023 Economic Development Strategic Plan**

*Consideration of adoption of the resolution which adopts the 2023 Economic Development Strategic Plan as the official guiding document for economic development initiatives activities within the City of Alpharetta, superseding the existing 2011 strategic plan.*

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Economic Development Manager, Lance Morsell, came forward to introduce this item.
- Kyle Talente (with RKG & Associates) came forward to present the proposed plan.
- The 2023 City of Alpharetta Economic Development Strategic Plan is attached hereto as Exhibit "B."
- The City of Alpharetta last adopted an Economic Development Strategic Plan in 2011.

- In early 2020, prior to the start of the Covid-19 pandemic, RKG & Associates were selected as the consultants to conduct a study and formulate recommendations for a new Economic Development Strategic Plan. When the pandemic began, RKG and city staff chose to pause the study to ensure recommendations would account for economic changes in the post-pandemic landscape, and in early 2022, city staff re-engaged RKG to resume the study.
- Over the last year, RKG has worked with city staff and a steering committee consisting of elected officials, real estate professionals, residents, Convention and Visitor Bureau (CVB) representatives, and others to conduct a study of Alpharetta's economic landscape. RKG conducted interviews with businesses across a spectrum of sizes and industries and collected a vast array of data on Alpharetta and the surrounding region. The purpose of this report is to provide the city with a road map of sustainable growth and economic development for years to come.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the adoption of a resolution which adopts the 2023 Economic Development Strategic Plan as the official guiding document for economic development initiatives activities within the City of Alpharetta, superseding the existing 2011 strategic plan.
  - Council Member DeRito seconded the motion.
  - The motion was approved (6-0).

#### **B. SMART Traffic Grant Application**

*Consideration of approval for the Department of Public Works to submit a SMART Grant application, as presented, and authorize the Mayor to execute all necessary documents.*

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The Bipartisan Infrastructure Law (BIL) established the Strengthening Mobility and Revolutionizing Transportation (SMART) grant program with \$100 million appropriated annually for fiscal years 2022-2026. The SMART program was established by the Federal Government to provide grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems to improve transportation efficiency and safety.
- The SMART Grant is broken into two stages; planning and development is stage 1 and implementation is stage 2. Based on the information from US DOT, only recipients of Stage 1 funding will receive Stage 2 funding. It is anticipated approximately 20-30 Stage 1 Grants will be awarded, with the minimum award of approximately \$250k and the maximum award of approximately \$2M. The application is on-line through US DOT's SMART Grant's application portal.

- The Phase 1 application should include some sort of technology that involves sensors or advanced transportation technologies. This grant application, which is for Planning & Prototyping/Design, does not require funding from the City. In order to improve the operation and management of traffic lights as well as to make safety and mobility improvements, there are 18 intersections in the City that could be considered for advanced smart transportation technologies.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the Department of Public Works to submit a SMART Grant application, as presented, and authorize the Mayor to execute all necessary documents.
  - Council Member Mitchell seconded the motion.
  - The motion was approved (5-0; as Council Member Binder was not present in the room during the motion and vote).

#### **C. Wire & Wood RCS Productions Contract (#102168 / RFP 22-108) – Amendment #1**

*Consideration of approval for an amendment to the City's contract (#102168 / RFP 22-108) with RCS Productions and Entertainment d.b.a. RCS Productions to increase the cost for services for the city's annual Wire & Wood event for the inclusion of additional sponsored stages and talent.*

- Director of Parks, Recreation, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council approve the amendment to RCS Productions and Entertainment, Inc. Contract #102168, permitting the increase in cost of services for the Wire & Wood event to accommodate additional stages and associated talent buying and production.
- The Wire and Wood Music Festival's goal is to showcase local and regional music talent that writes and performs their own original work, raise awareness about the importance of music, and highlight the many facets of the music community.
- In an effort to work toward this goal, Wire and Wood has six main stages where regional and national talent, as well as some well-known local musicians, perform for the community. In addition, the local businesses open their doors for up-and-coming local artists to perform in "Music Match" performances. Through sponsorship opportunities, businesses could help enhance the event by electing to fund an additional stage and the associated talent/production.
- To date, all four of the additional stages have secured sponsorships. As the initiative proved successful, staff must turn their attention to the existing contract with the vendor providing the stages, talent, and production services and request amendments to accommodate the additional stages.

- The Alpharetta Convention & Visitors Bureau is a partner for the event and sponsors \$50,000 for the main stage headliners, reducing the City's total out of pocket expense for the event's talent buying and fees, stage, and production to \$77,225.
- The existing contract (attached hereto as "RCS Productions Contract 102168 - RFP 22-108") includes terms related to the addition of stages, staff sought a new cost proposal from RCS Productions for the six existing stages and the four new sponsored stages.
- The amendment drafted by Legal and attached for your approval, will formalize the agreement between the City and RCS Productions for the newly proposed cost for services for the Calendar Year 2023 (FY2024) Wire and Wood event. The amendment will also grant staff the ability to amend any future specifications, rates, and number of stages as well as sign amendments related to increased costs for services under the notion that such changes are properly documented and will continue to be communicated to City Council.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the amendment to the City's contract (#102168 / RFP 22-108) with RCS Productions and Entertainment d.b.a. RCS Productions to increase the cost for services for the city's annual Wire & Wood event for the inclusion of additional sponsored stages and talent.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).

#### **D. Phoenix Rugby – Partnered Athletic Association**

*Consideration of approval of Phoenix Rugby (of Atlanta Youth Rugby, Inc.) as a partnered athletic association with the City of Alpharetta's Recreation, Parks, and Cultural Services Department.*

- Director of Parks, Recreation, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and City Council approve Phoenix Rugby (of Atlanta Youth Rugby) as a partnered athletic association with the City of Alpharetta.
- Phoenix Rugby has been playing on our fields as renters since January 2022. The association uses North Park Turf Field #1 on Tuesdays and Thursday from 7-9 pm and have been excellent renters in the time they have been with the city.
- Recently, Phoenix Rugby merged under the umbrella of Atlanta Youth Rugby, Inc., which gives the club the opportunity to compete with other clubs locally, as well as travel clubs regionally. Phoenix Rugby will maintain its identity as Alpharetta's rugby provider and will oversee all field usage for Phoenix Rugby matches, practices, clinics, and camps.
- Currently, the City of Alpharetta Recreation, Parks & Cultural Services Department partners with four additional Youth Athletic Associations. The youth athletic league

programs operate in Wills Park, Webb Bridge Park, North Park, and the Innovation Academy Sports Complex.

- Under the agreement attached hereto, the City of Alpharetta would add Phoenix Rugby as a fifth partnered youth athletic association, thereby transitioning the youth athletic association's program from private play to a high-quality public youth athletic league (organized league play) for citizens as a City of Alpharetta youth sports program. The agreement would also require Phoenix Rugby's to abide by specific guidelines regarding usage of park fields and facilities for City partnered youth athletic associations.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve Phoenix Rugby (of Atlanta Youth Rugby, Inc.) as a partnered athletic association with the City of Alpharetta's Recreation, Parks, and Cultural Services Department and authorize the Mayor to execute all necessary documents.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (6-0).

#### **E. Employment Contract: Kathryn "Kathi" Cook**

*Consideration of approval of an Employment Contract between the City of Alpharetta and Kathryn Cook to serve as Economic and Community Development Director.*

- City Administrator, Chris Lagerbloom, came forward to present this item.
- If approved, this employment contract for Kathryn "Kathi" Cook would provide benefits, conditions of employment, and working conditions for her to serve as the Economic and Community Development Director for the City of Alpharetta.
- This agreement would take effect on October 1, 2023.

#### **PUBLIC COMMENTS:**

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve an Employment Contract between the City of Alpharetta and Kathryn Cook to serve as Economic and Community Development Director.
  - Council Member Mitchell seconded the motion.
  - The motion was approved unanimously (6-0).

#### **8. PUBLIC COMMENTS**

- Ken Sullander (2490 Hopewell Plantation Drive 30004) came forward to speak on Short Term Rentals.
- David Horst (2010 Brooke Forest Court, Alpharetta, GA 30022) came forward to speak on Short Term Rentals.

- **Bonnie Steadman** (Vaughn Drive, Alpharetta, GA) came forward to thank the Mayor and City Council for their support and encouragement to save the city's historic structures for the future.

## 9. REPORTS

- Council Member Hipes shared that Thursday is the Food Truck Alley, and Friday the Alpharetta Rotary Club is hosting a benefit concert for Wacky World Playground from 6-10 p.m. on the Town Green, on Saturday there is the Grilling and Gridiron event benefitting The Lionheart School with food, football, and friends, and Sunday there will be the Fit for Life Expo on the Town Green. Also, thank you to Director Pete Sewczwicz for completing the Town Green Wall project ahead of schedule and on budget.
- Mayor Pro Tem Merkel shared that this past Saturday was Brew Moon Fest was amazing and everyone enjoyed it.

## 10. EXECUTIVE SESSION (IF NEEDED)

- There was not an executive session.

## 11. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).
- With no further business, Mayor Gilvin adjourned the meeting at 8:55 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

# EXHIBIT A



**AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II, ARTICLE III, AND APPENDIX A: ALPHARETTA DOWNTOWN CODE OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO ELECTRIC VEHICLE CHARGING STATIONS; TO AMEND REGULATIONS PERTAINING TO ALPHARETTA DOWNTOWN DESIGN GUIDELINES; TO AMEND AND ADD REGULATIONS PERTAINING TO SIGNS; TO AMEND AND ADD REGULATIONS PERTAINING TO TREE CONSERVATION; TO AMEDN AND ADD REGULATIONS PERTAINING TO MULTI-USE TRAILS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Mayor and Council of the City of Alpharetta (the “City Council” or “Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta;

**WHEREAS**, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs;

**WHEREAS**, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City’s operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta;

**WHEREAS**, the City Council desires to amend Article II, Article III, and Appendix A: Alpharetta Downtown Code of the Unified Development Code for the foregoing purposes; and

**WHEREAS**, the City Council finds that the following amendments to the Unified Development Code promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta.

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

**Section 1:** Article II, Subsection 2.3.6 titled “Fence and Wall Requirements” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “A” attached hereto as if fully set forth herein.

**Section 2:** Article II, Subsection 2.5.7 titled “Electric Vehicle Charging Stations (EVCS)” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “B” attached hereto as if fully set forth herein.



**Section 3:** Article II, Section 2.6 titled “Signs” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “C” attached hereto as if fully set forth herein.

**Section 4:** Article II, Subsection 2.10.5 titled “North Point Overlay Streets” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “D” attached hereto as if fully set forth herein.

**Section 5:** Article III, Section 3.2 titled “Tree Conservation, Landscape, and Buffer Requirements” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “E” attached hereto as if fully set forth herein.

**Section 6:** Article III, Subsection 3.5.7 titled “Multi-Use Trails” of the Unified Development Code is hereby added by amending same as set forth in Exhibit “F” attached hereto as if fully set forth herein.

**Section 7:** Appendix A: Alpharetta Downtown Code, Subsection 2.3.5 titled “Multi-Use Trails” of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “G” attached hereto as if fully set forth herein.

**Section 8:** Alpharetta Downtown Design Guidelines, as referenced in Appendix A: Alpharetta Downtown Code of the Unified Development Code is hereby amended by amending same as set forth in Exhibit “H” attached hereto as if fully set forth herein.

**Section 9:** If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

**Section 10:** This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

**SO ORDAINED**, this \_\_\_\_ day of January \_\_\_\_.

CITY OF ALPHARETTA

By: \_\_\_\_\_  
Jim Gilvin, Mayor

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

COUNCIL MEMBERS

\_\_\_\_\_  
Mayor Pro Tem Dan Merkel

\_\_\_\_\_  
Council Member Donald F. Mitchell

\_\_\_\_\_  
Council Member Brian Will

\_\_\_\_\_  
Council Member Douglas J. DeRito

\_\_\_\_\_  
Council Member John Hipes

\_\_\_\_\_  
Council Member Jason Binder

(SEAL)

Attest:  
sufficiency:

Approved as to form and legal

\_\_\_\_\_  
Lauren Shapiro, City Clerk

\_\_\_\_\_  
[INSERT ATTORNEY], City Attorney

# Exhibit “A”

### **2.3.6 Fence and wall requirements.**

- A. *Height.* Height of fences and walls used as fences shall not exceed six (6) feet on residential property and eight (8) feet on non residential property. These limits may be exceeded by up to 50% on sloped lots where the appearance of an even fence line is desired.
- B. *Location on Property.* In order to prevent the obstruction of visibility, no walls, fences, shrubbery or hedges over three (3) feet in height shall be located within twenty (20) feet of an intersection of two or more streets or within ten (10) feet of the edge of a driveway leading to a street. Fences and walls shall be placed at least five (5) feet from required landscape strips and buffers to accommodate construction and maintenance unless approved otherwise at a public hearing.
- C. *Materials.* Fences and walls used as fences shall be made of wood which shall be protected from decay by the use of naturally durable wood or wood that is pressure treated, metal, brick, block, vinyl or stone. The use of plywood/sheet goods as a material is prohibited. Barbed, razor wire or electrically charged fencing shall be permitted in AG and RE districts and may be permitted, subject to administrative review and approval, in other districts.
- D. *Appearance.* All fencing shall be constructed with finished side facing away from the property owners property. Fences and walls used as fences shall not be finished with bright or primary colors or be visually distracting in any other way. A privacy fence or chainlink fence along a public or private right-of-way shall only be permitted when the required landscape strip and associated landscape material is provided. Privacy and chainlink fences shall be prohibited in a front yard, except that the Director of Community Development, or designee, may approve a privacy fence in the front yard on collector or arterial streets.
- E. *Permit.* A permit for construction shall not be required to erect a fence or wall used as a fence which is built in accordance with these standards. Signage incorporated into such fences shall require a sign permit.
- F. **Multi-use Trails. A fence or wall along a public multi-use trail shall be setback at least ten-feet (10') from the trail, shall not be opaque and shall not exceed five-feet (5') in height.**

# Exhibit “B”

### **2.5.7 Electric Vehicle Charging Stations (EVCS).**

All non-residential and Dwelling, 'For-Rent' developments requiring 100 or more vehicle parking spaces shall provide Electric Vehicle charging stations (EVCS). One (1) Level 2 EVCS for every 25 required vehicle parking spaces or one (1) Level 3 EVCS for every 100 required vehicle parking spaces shall be required.

# Exhibit “C”

## SECTION 2.6 SIGNS<sup>1</sup>

### **2.6.8 Prohibited signs and devices.**

Except as otherwise provided, the following types of signs or attention-getting devices are prohibited in all zoning districts of the City:

1. Balloons, pennants, streamers, feather signs, air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs.
5. Beacons, search lights or laser lights or images.
6. Variable message boards used for purposes other than traffic management.
7. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
9. A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
10. Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
11. Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
12. Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
13. Signs which do not conform to City-adopted building and electrical codes.
14. Signs which emit audible sound, odor or visible matter.
15. Portable signs.
16. [Reserved].
17. [Reserved].
18. Signs attached to any street signs or traffic control devices, or to any pole supporting same, or any sign attached to any utility pole, other than those signs lawfully placed by a government, public agency, or public utility.
19. Signs projected on a building.
20. Signs in a public right-of-way other than publicly owned or maintained signs.

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<sup>1</sup>Ord. No. 720 , § 2(Exh. A), adopted 2-22-2016, repealed former § 2.6 (2.6.1—2.6.14), and enacted a new § 2.6 as set out herein. The former § 2.6 pertained to similar subject matter and derived from the original codification and Ord. No. 713 , §§ 1—8, adopted Sept. 28, 2015.



21. Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
22. Signs located on any substandard lot.
23. Abandoned signs.
24. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.
25. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
26. Signs exceeding 156 sq. ft. in copy area if located on a commercial building, signs exceeding 240 sq. ft. in copy area if located on an industrial or office park building and/or signs and sign structures in excess of 10 ft. in height (measured from the ground to the highest point of the structure).
27. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
28. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.
29. Cabinet signs in the Downtown Overlay.

**30. Face illuminated channel letter signs in the Downtown Overlay.**

( Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 736 , § 1, 3-20-2017; Ord. No. 805 , § 1(Exh. A), 8-10-2020; Ord. No. 841 , § 2(Exh. B), 2-21-2022)

### **2.6.11 General provisions.**

Except as otherwise provided in this Ordinance, the following general regulations apply to all zoning districts in the City:

**A. MAINTENANCE AND APPEARANCE OF SIGNS.**

1. All signs shall be maintained in good condition and present a neat and orderly appearance. Any sign showing gross neglect, or which becomes dilapidated, or which is surrounded by an unmaintained ground area, or due to its condition which may pose a threat to the safety of the public may be required to be repaired or removed as set forth below.
2. The Director, upon finding any of the above conditions, will give the owner written notice which may be up to 10 days to correct the deficiencies or to remove the sign or signs. If the owner refuses to correct the deficiencies or remove the sign, the Director may issue a citation under the enforcement provisions of this Ordinance.

**B. ILLUMINATION OF SIGNS.**

1. The light from any illuminated sign shall not be of an intensity or brightness which will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
2. No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices which have a changing light intensity, brightness or color.

3. No color lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
4. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
5. Lighting for free-standing signs shall be located above the sign and aimed downward in order to minimize the brightness added to the night sky.

C. MEASUREMENT OF SIGN AREA.

1. *Generally.* Except as otherwise provided herein, the area of a sign shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, together with any sign face cabinet, frame, material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. The computation of the area of a sign face shall not include the structure, supports, or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any copy or serve background, but rather are purely structural or architectural in nature, except as provided above.
2. *Double-Faced Signs.* For double-faced signs, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed from any angle.
3. *Monument Signs.*
  - a. *Area of Sign.* For monument signs, the "sign area" or "area of the sign" shall mean the total area of the visible surface of the sign, including the base, sign structure, and sign face of the sign. The computation of the sign area of a monument sign shall include the entire surface of the base, sign structure and sign face, as measured from top to bottom and side to side. For monument signs that are double-faced, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side.
  - b. *Sign Face.* For monument signs, the area of the sign face shall be measured in the same manner as provided for the measurement of the area of sign for all other signs.
  - c. *Copy Area.* For monument signs, the copy area shall be measured in the manner provided in the definition of "copy area."
  - d. *Tenant Panels and Changeable Copy Board.* If a portion of a monument sign includes a sign face with tenant panels or changeable copy board, which is separated from another copy area on the sign by portions of a sign structure that are not intended to contain any copy, but rather are purely structural or architectural in nature, the portion of the sign containing tenant panels or changeable copy board shall be measured separately from the other copy area of the sign (i.e., the copy area of the monument sign is the total of (i) the area within the smallest rectangle enclosing the limits of the sign face comprised of tenant panels or changeable copy and (ii) the other (separated) copy area.

D. STANDARDS FOR MONUMENT SIGNS.

1. The base of a monument sign shall be at least as wide as the sign face. Unless otherwise specified in a Master Sign Plan or a condition of zoning approval, the base and structure of a monument sign shall be constructed of brick, stone, or other architectural materials matching the principal building's materials and color. Any poles or columns utilized for

structural purposes shall be fabricated or covered so that they may not be detected visually. Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed.

2. Any tenant panels or changeable copy on a monument sign shall have a uniform background color and material.
3. All monument signs shall display the property address in numbers at least six (6) inches in height. The numerical address shall not be considered part of the sign face and shall not count against the allowable sign square footage provided such numbers are not more than twelve (12) inches in height.
4. Except for subdivision signs, monument signs may not be constructed before the principal building is on a lot.

**E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:**

1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year. Applicants that require review and approval of signage from the Design Review Board (DRB), other than for a Master Sign Plan, shall be permitted one (1) banner sign for up to a 60 day period after submission of a DRB application.
- a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:
  1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
  2. The subject roadway construction is planned to continue for three (3) months or more following the date of the request for an extension; and
  3. The subject roadway construction either:
    - a. Causes the removal of a monument sign; or
    - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears dosed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the

date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.

3. Banners shall not exceed 24 sq. ft. total area in size.
  4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.
  5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
- F. PLACEMENT OF SIGNS. Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
- G. CHANGEABLE COPY. Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

**H. SIGNS PERMITTED IN STRIP SHOPPING CENTERS, SHOPPING CENTERS, AND MIXED-USE DEVELOPMENTS.** To ensure aesthetic compatibility of signage throughout a development, strip shopping centers, shopping centers, and mixed-use developments shall submit a Master Sign Plan to the City's Design Review Board for consideration. At a minimum, Master Sign Plans shall address signage type, sign face color, and illumination color. Plans shall limit sign illumination color to one (1) color and sign face colors to no more than three (3) colors, except that licensed trademark/logo colors shall be permitted. Master Sign Plans shall apply to any signage that requires a permit.

( Ord. No. 720 , § 2(Exh. A), 2-22-2016; Ord. No. 847 , § 1(Exh. A), 4-18-2022)

# Exhibit “D”

## SECTION 2.10 NORTH POINT OVERLAY

### **2.10.5. Streets.**

#### *A. Applicability.*

1. The Section applies to:
  - a. New development;
  - b. Existing developed sites when more than 25% of the site area is disturbed, except as provided for in "2" immediately below;
  - c. Existing principal buildings that are expanded, except as provided for in "2" below immediately; and
  - d. Existing principal buildings that are renovated or repaired and the value of said work exceeds 50% of the building's replacement cost, except as provided for in "2" immediately below.
2. The Director of Community Development may grant variances to any requirement of this Section for existing developed sites and existing buildings (except as specifically delegated to the City Transportation Engineer) when one or more of the following exists:
  - a. The streetscape or multi-use trail would render a site non-conforming with regard to vehicular parking; or
  - b. Existing topography, trees, buildings, bridges, utilities, retaining walls, or other existing features render this Section unreasonable.
3. This Section does not apply on a parcel for which a Land Disturbance Permit or Building Permit is issued but where the Director of Community Development determines that the permit is for an accessory use or structure to the principal use or structure or for minor repairs or additions to the principal building or structure in existence.

#### *B. Streetscapes.*

1. *Streetscapes Required.*
  - a. New public and private streets must include sidewalks and planters as identified in the Streetscape Standards of the Site Regulation Table prior to the issuance of Certificate of Occupancy, except as indicated in "d" immediately below.
  - b. Existing streets that do not meet the Streetscape Standards of the Site Regulation Table must be brought into compliance with said standards along the site's frontage prior to the issuance of Certificate of Occupancy, except as indicated in "d" immediately below.
  - c. On existing streets where there is insufficient right-of-way for the required streetscape improvements, the right-of-way needed for such improvements may be expanded by mutual agreement between the property owner and the entity holding the right-of-way, or a public access easement may be provided to the City to meet the required improvements.
  - d. On streetscapes that are or will be within the public right-of-way, root barriers are required between the sidewalk and any adjacent landscape strips or planters, subject to approval of the City Arborist.
  - e. The City encourages the use of multi-functional runoff reduction measures in the streetscape, including bioretention areas, stormwater tree box, and planter box. The

dimensional standards for planting area, tree spacing, and planting type be varied to accommodate runoff reduction measures.

- f. Alternative streetscape may be approved by City Transportation Engineer for multi-use trails in accordance with Sec. 2.10.5.C.

C. *Multi-Use Trails.*

1. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum aggregate length of this reduced width is 400 feet.



2. A multi-use trail ~~may~~ shall be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the North Point Livable Centers Initiative Study or another plan that has been adopted by the City of Alpharetta. A multi-use trail may be required in other locations identified for a multi-use trail in the North Point Livable Centers Initiative Study, the Alpha Loop Plan, or another plan that has been adopted by the City of Alpharetta.
3. ~~Where a City of Alpharetta park or access easement held by the City of Alpharetta abuts a street subject to "1" above, the multi-use trail may also be located in such park or easement.~~
4. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer, upon application, shall ~~may~~ reduce the required planter width to a minimum width of 5 feet if the proposed reduction is supported by the public health, safety and general welfare.
5. Buildings shall maintain a minimum setback of twenty-feet (20') from a multi-use trail.

# Exhibit “E”



## SECTION 3.2 TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS<sup>2</sup>

### **3.2.1 General.**

In order to maintain and promote the public health, safety and welfare, the City has established regulations governing the conservation, planting, and replacement of trees. The importance of trees is recognized for their contribution toward quality of life, visual quality of the city, and improved property values. It is the City's intent to prevent the indiscriminate removal of trees without denying the reasonable use and enjoyment of real property. It is also the intent of these regulations that all applicable sites within the City maintain or obtain minimum tree density, as defined herein. Consistent with the expressed purpose of these regulations, all persons shall make reasonable efforts to protect and retain certain existing, self-supporting trees as defined herein. Each person shall be responsible for the normal care of trees located on its premises.

- A. Willful injury or disfigurement of any tree growing within the City shall be a violation of this Ordinance.
- B. No person shall:
  - 1. Attach any sign, notice or other object to any tree or fasten wires, cables, nails or screws to any tree in a manner that could prove harmful to the tree.
  - 2. Pour any material on any tree or on nearby ground which could be harmful to the tree.
  - 3. Cause or encourage any unnecessary fire or burning near or around any tree.
  - 4. Construct a concrete, asphalt, brick or gravel sidewalk, significantly compact the soil, place fill material, or create other impervious or semi-impervious surfaces around any tree so as to cut off air, light or water from the roots of the tree so as to adversely impact the tree's root system.
  - 5. Pile building material or equipment around any tree so as to cause injury thereto.
  - 6. Deny routine maintenance, watering and reasonable arboricultural care to existing and newly established trees as may be required as a result of activities taking place under this Section.
  - 7. Remove any tree without Permit.
  - 8. Remove or prune a tree on commercial property during non-development activity unless they follow ISA industry standard protocols for pruning or have written approval from the Director.
  - 9. Park any vehicle on the unpaved area underneath existing tree canopies.

( Ord. No. 739 , 5-1-2017)

### **3.2.2 Definitions.**

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

*Boundary Tree.* Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

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<sup>2</sup>Ord. No. 739 , adopted May 1, 2017, amended Section 3.2 in its entirety to read as herein set out. Former Section 3.2, Subsections 3.2.1—3.2.19, pertained to tree protection, and derived from the original codification.

*Buffer.* An area required to remain undisturbed or replanted where existing vegetation is sparse, as determined by the director.

*Caliper.* A standard of trunk measurement for replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

*Conifer Tree.* Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

*Conserve.* Protect from harm or destruction; preserve; save.

*Critical Root Zone (CRZ).* The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

*Dead Tree.* Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

*Development Activity.* Any alteration of the natural environment, which requires the approval of a development or site plan and issuance of a Land Disturbance Permit. Development Activity shall also include the "thinning" or removal of trees from land in conjunction with a forest management program, the removal or destruction of trees incidental to the development of land or to the marketing of land for development, the removal or destruction of trees in conjunction with any grading activity, including the removal or filling (stockpiling) of soil, and logging or the removal of trees not in conjunction with an ongoing forest management program. Nothing in this definition shall be deemed to require or authorize the issuance of a permit for any activity described herein.

*Diameter Breast-Height (DBH).* The standard measure of tree size (for trees existing on a site). The tree trunk is measured at a height of 4½ feet above the ground. If a tree splits into multiple trunks below 4½ feet, the trunk is measured at its most narrow point beneath the split.

*Director.* The Director of Community Development or designee shall administer and enforce the provisions of this Ordinance; provided, however, that a designee shall have no authority to revoke permits.

*Georgia 400 Tree Protection Zone.* All property within a horizontal distance of 120 feet of the right-of-way of Georgia 400. At major intersections on Georgia 400 having exit and/or entrance ramps the protection zone shall be reduced to 60 feet. The reduction shall apply for the length of each such ramp. The Georgia 400 Tree Protection Zone is a Buffer.

*Grading Activity.* Altering ground surfaces to specified elevations, dimensions and/or slopes; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

*Guidance Document.* A document maintained by the City of Alpharetta Arborist that includes clarifications to requirements with examples and additional technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist as conditions and technical standards evolve.

*Hardwood Tree.* Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

*International Society of Arboriculture (ISA).* A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

*Land Disturbance Permit.* A permit issued by the City that authorizes Development Activity and includes, but is not limited to, Soil Erosion Protection, clearing and grubbing, land disturbance and building construction.

*Landscape Strip.* A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No utilities or parking shall be allowed within a required landscape strip.

*Landscape Tree.* A tree or trees that were planted or retained on a developed or previously developed site.

*Lot Building Area.* The area of a lot encompassed by front sides and rear yard setbacks or building line as required by City Ordinance and Subdivision Regulations.

*Mass Grading.* The grading within existing or across proposed property lines including the removal of trees and disturbance of soils in order to prepare a site for construction where buildings are not approved.

*Mulch.* An organic material spread around the base of a plant or on a plant bed to enrich and insulate the soil. Types of mulch include Pine Straw, Shredded Hardwood, Wood Chips, and Bark Chips. Mulch should be free of disease and pests. Synthetic or artificial mulches are not acceptable for use in the City of Alpharetta.

*Non-Development Activity.* Any alteration of the natural environment which does not require development or site plan approval, but which would include the proposed removal or destruction of any tree(s). Any removal of trees that constitutes Development Activity as that term is herein defined shall not constitute non-development activity.

*Ornamental Tree.* A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and/or flower color. Typically a small or medium size tree.

*Overstory Tree.* Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height greater than 40 feet and typically have a spreading canopy.

*Permit (Tree Removal Permit).* An official Permit for tree removal issued by the City of Alpharetta.

*Pervious Surface.* All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by man-made materials or structures such as buildings or paving.

*Pine Tree.* An evergreen coniferous tree that has clusters of needle-shaped leaves.

*Plantable Area.* The pervious surface area available for the preservation or planting of trees. Plantable Area shall not include that portion of the lot that is covered by buildings and structures permitted pursuant to the maximum lot coverage standards of this Ordinance.

*Planted Area.* An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

*Pruning (Tree Pruning).* To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

Qualified Issuing HOA (QIH) An established HOA, POA, or COA with recorded covenants that maintains a contract with a landscape architect or Qualified Professional that has attended and passed the required tree removal permit regulation class provided by the city. The QIH shall be permitted to issue tree removal permits to their HOA, POA, or COA members where trees are located within the front setback and shall require recompense and/or replacement where required by Section 3.2. QIH certification can be revoked at any time by City if QIH is found to be in non-compliance.

*Qualified Professional.* An International Society of Arboriculture (ISA) Certified Arborist, an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

*Recompense.* Replacement of trees or payment into the City held tree fund for the removal of Specimen Trees.

*Replacement Planting.* The planting of trees on a site that before development had more trees, and after development shall have less trees per acre.

*Responsible Party.* Any individual, firm, principal, or other entity who is a signatory to a Tree Removal Permit Application or Land Disturbance Permit for Development Activity or any person or company caught in the act of tree removal without a City-issued permit, or who violates any other provision of this Ordinance.

*Shade Tree.* Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

*Semi-Pervious.* Hardscape, aggregate or porous paver that allows at least fifty percent (50%) of surface water to pass through the manmade material and into the underlying soil.

*Softwood Tree.* Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

*Specimen Tree.* Any tree, **not including pine trees**, which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below.

*Size Criteria:*

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

See additional requirements for Specimen Trees in "The Guidance Document."

*Street/Streetscape Tree.* Any tree located or proposed to be located along a public or private street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right-of-way and or safety concerns, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director.

*Structural Root Plate.* The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.

*Timber Harvest.* Harvesting of timber from sites as a timber management activity as part of a demonstrated ongoing agricultural land use.

*Tree.* Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches, and typically has one (1) main stem or trunk and many branches.

*Tree Care Plan.* A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional and conform to the requirements of ANSI A300 and the Guidance Document

*Tree Density.* A measurement of trees on a property, expressed as inches per acre. For existing trees density is calculated based on DBH. For proposed trees tree density is calculated based on the caliper.

*Tree Grouping.* A community of trees as determined by the Director to merit special consideration as an ecological feature based upon species composition, form, structure, age, and condition. Tree groupings shall be in good condition and free from defects and or insect and disease infestations. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. Except as otherwise provided in Section 3.2., Tree Groupings will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees.

*Tree of Quality.* A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. A tree of quality shall be in good condition, free from defects and or insect and disease infestations, and of a typical form for that species. Except as otherwise provided in Section 3.2., Trees of Quality will be treated as specimen trees for preservation credits and every alternative should be evaluated to save these trees. Pine, Yellow poplar, Sweetgum, Bradford pear, Leyland cypress, invasive species, or other species as determined by the Director shall not be considered a tree of quality.

*Tree Removal or Removal of Trees.* Removal of trees through an act of cutting down a tree or any act which causes a tree to die within 2 years after commission of the act or impedes the ability of the tree to sustain itself, including but not limited to damage inflicted upon the root system, trunk, or canopy as a result of:

1. The improper use of machinery on the trees;
2. The storage of materials in or around the trees;
3. Soil compaction;
4. Altering the natural grade to expose the roots or to cover the tree's root system with more than 4 inches of soil;
5. Causing the infection or infestation of the tree by pests, fungus or harmful bacteria;
6. Pruning judged to be excessive by the Director or not in accordance with the standard set forth by the International Society of Arboriculture (ISA);
7. Paving with concrete, asphalt or other impervious surface within such proximity as to be harmful to the tree or its root system; and
8. Application of herbicides or defoliants to any tree without first obtaining a permit.

*Tree Planting List.* List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

*Tree Protection Area.* An area encompassing the critical root zone of a tree that shall remain in an a pervious state.

*Tree Save Area.* An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a pervious state.

*Understory Trees.* Those trees that grow beneath the overstory, and will generally reach a mature height less than 40 feet. Understory trees may include coniferous trees that meet these same height characteristics.

*Zoning Districts.* Those areas as defined in the Zoning Ordinance and shown on the Zoning Map.

( Ord. No. 739 , 5-1-2017; Ord. No. 749 , § 4, 9-18-2017; Ord. No. 769 , § 1, 11-12-2018; Ord. No. 850 , § 1(Exh. A), 1-3-2023)

### **3.2.3 Exemptions.**

- A. The following shall be exempt from the provisions of this section:
1. The removal of trees with a Permit.
  2. The removal of trees from horticultural properties such as farms, nurseries or orchards. This exception shall not be interpreted to include timber harvesting incidental to development of the land;
  3. The necessary removal of trees by a utility company within dedicated utility easements;
  4. The removal of trees on public rights-of-way conducted by, on behalf of, or any activity pursuant to work to be dedicated to, a federal, state, county, municipal or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-way;
  5. The removal of trees from lakes and detention ponds, and drainage easements, unless specifically planted to be part of the stormwater system; or
  6. The removal of any tree which is dead or has become or threatens to become a danger to human life or property;
  7. The removal of any tree which is located in the front setback of a 'For-Sale' dwelling that receives permit approval from their Qualified Issuing HOA (QIH).
- B. Notwithstanding the foregoing, all reasonable efforts shall be made to save specimen trees and trees of quality, and tree groupings.
- C. Nothing in this section shall be deemed to authorize, directly or indirectly, the removal of a tree from the Georgia 400 Tree Protection Zone or any buffer.

( Ord. No. 739 , 5-1-2017)

# Exhibit “F”

### **3.5.7 Multi-Use Trails.**

- A. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum length of this reduced width is 400 feet.
- B. A multi-use trail shall be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in planning documents that has been adopted by the City of Alpharetta.
- C. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer, upon application, shall reduce the required planter width to a minimum width of 5 feet if the proposed reduction is supported by the public health, safety and general welfare.
- D. Buildings shall maintain a minimum setback of twenty-feet (20') from a multi-use trail.



# Exhibit “G”

## Sec. 2.3. Streets.

### 2.3.5. Multi-Use Trails.

- A. Multi-use trails shall have an average width of 12 feet, but their width may be periodically reduced to 8 feet where topography, wetlands, stream buffers, existing buildings, existing trees, or other existing conditions render this requirement infeasible. The maximum length of this reduced width is 400 feet.
- B. A multi-use trail ~~may~~ **shall** be required instead of a sidewalk along any new or existing street when the location is identified for a multi-use trail in the Downtown Master Plan or other plan that has been adopted by the City of Alpharetta.



- C. ~~Where a City of Alpharetta park or access easement held by the City of Alpharetta abuts a street subject to Section 2.3.5.A above, the multi-use trail may also be located in such park or easement.~~
- D. In approving a multi-use trail in lieu of a sidewalk, the City Transportation Engineer, upon application, shall ~~may~~ reduce the required planter width to a minimum width of 5 feet if the proposed reduction is supported by the public health, safety and general welfare.
- E. Buildings shall maintain a minimum setback of twenty-feet (20') from a multi-use trail.

# Exhibit “H”

The Alpharetta Downtown Design Guidelines (The Design Guidelines) are an amendment to the Alpharetta Design Review Ordinance and Design Guidelines. These guidelines expand the area subject to the Alpharetta Design Review Ordinance and Design Guidelines to include the **Downtown Overlay "Downtown Core"** identified on page 70 of the adopted **Alpharetta Downtown Master Plan (The Master Plan)**. These guidelines also provide additional standards that apply to all non-single family detached buildings, structures, sites and areas and the property on which they are located. Other applicable guidelines, regulations, and ordinances regulating development also apply. Where guidelines stated in this document are in conflict with other governing regulations, unless otherwise noted, the more restrictive shall control. Additionally, sculptures, art, and murals shall require review by the Cultural Arts Commission.

The Design Guidelines are intended to promote new development within Downtown Alpharetta that meets the goals of The Master Plan. These Guidelines include both standards (requirements that must be complied with) and recommendations (suggestions that are strongly encouraged to be complied with). Standards typically use the word "shall", an active verb (i.e. "provide" or "install") and/or a clear directive ("are not permitted", or "are required"). Images and illustrations are provided of many of the issues discussed and are intended to aid developers and City Staff in the design and approval processes.

Finally, some guidelines only apply to specific building types. Definitions of these building types are established in the **City of Alpharetta Downtown Code Overlay**, which applies to the entire Downtown **Code Overlay** regulated by these Design Guidelines.

#### Master Plan Goals

Downtown Alpharetta is envisioned as a vibrant live-work-play district featuring shops and restaurants, walkable streets, a range of open spaces, civic uses, new mixed-use development, contextual housing, preserved historic resources, and much more. With its rich sense-of-place and small town scale, Downtown is intended to represent an authentic town center with programming and designs that differentiate it from other business centers in the Alpharetta area and make it a focal point for citizens of Alpharetta and nearby communities.

While the Design Guidelines are not intended to establish a single architectural design direction for Downtown Alpharetta, they do provide guidance and standards for site design, the design of buildings and streetscapes, material selections, exterior lighting, and signage design that are consistent with the design of the traditional Main Street as seen in small to medium sized towns throughout the United States, most of which were built during the 19th century up through the early part of the 20th century. The Design Guidelines are intended to be flexible and fluid in order to take advantage of future development trends, while maintaining a sense of visual cohesiveness within the downtown area.



These guidelines apply to all non-single family detached buildings, structures, sites and areas and the property on which they are located within the Downtown **Code Overlay** of the Alpharetta Downtown Master Plan Study Area.

# EXHIBIT B

September 2023

# **STRATEGIC ECONOMIC DEVELOPMENT PLAN**

## Alpharetta, Georgia

**PREPARED FOR:**

**City of Alpharetta Economic Development**

2 Park Plaza

Alpharetta, GA 30009

Phone: 678.297.6196

Web: [www.connectedalpharetta.com](http://www.connectedalpharetta.com)

**PREPARED BY:**



**RKG Associates, Inc**

2121 Eisenhower, Suite #402

Alexandria, VA 22314

Phone: 703.739.0965

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# 1 INTRODUCTION

Although built around the concept of a bedroom community, the City of Alpharetta has emerged into a major employment center in Fulton County and the primary economic hub of the North Fulton County area. The city's economic transformation originated from an in-demand office product that captured rapid business investment. Alpharetta developed robust industry agglomerations, particularly in Technology. As the suburban office park continues to age out of favor and post-COVID-19 remote and hybrid working models normalize, Alpharetta's long-term economic sustainability becomes increasingly threatened.

While the economic development landscape continues to shift, the City of Alpharetta is challenged to reposition its priorities and objectives. The Strategic Economic Development Plan (SEDP) is intended to guide the City of Alpharetta on strategies and initiatives that can be used to address evolving market preferences and macroeconomic pressures. And consequently, sustain its long-recognized success as a premier economic activity center and retail the City's ability to attract business investment, stimulate job growth, and support fiscal health.

The City's elected leadership, administration, business community, and key stakeholders were engaged over a year-long process to identify locally relevant economic development goals, review the market findings and opportunities, and prioritize recommended strategies. This SEDP would not have been possible without the participation and commitment of the city's professional staff and a highly engaged group of community stakeholders assembled to represent the diverse business and community interests within Alpharetta. This group met several times with RKG Associates during the SEDP development process. Their collective input and guidance ensured that the SEDP goals and objectives were relevant and timely while recommendations were achievable. The Steering Committee consists of the following members:

| Name                | Affiliation                      |
|---------------------|----------------------------------|
| Lance Morsell       | City of Alpharetta               |
| Kathi Cook          | City of Alpharetta               |
| Charlotte Christian | City of Alpharetta               |
| Dan Merkel          | Alpharetta City Council          |
| Brian Will          | Alpharetta City Council          |
| Karen Cashion       | Tech Alpharetta                  |
| Janet Rodgers       | Awesome Alpharetta               |
| Otto Burianek       | Georgia State University         |
| Ronnie Cannon       | CLRE Advisors                    |
| Nick Garzia         | CIM Group                        |
| Jack Nugent         | Alpharetta Development Authority |
| Morgan Reynolds     | Alpharetta Development Authority |
| Felipe Smolka       | Tech Alpharetta                  |

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## EXECUTIVE SUMMARY

### A. MAJOR FINDINGS

#### 1. Socioeconomic Findings

*North Fulton County's population rates are lower than rates across the region.* Communities across North Fulton County, including the City of Alpharetta, impose greater housing limitations than communities across the Four-County Region, thus preventing more people from moving into North Fulton County. Developers can access greater and more flexible residential development options outside North Fulton County. The fewer housing options, the fewer numbers of new working-age residents. Fewer working-age residents can limit the long-term growth of Alpharetta's labor market, reducing the City's competitiveness to recruit and retain businesses.

*The middle-to-senior age population (45+) increased and the prime-working age population (25-34) decreased.* In the long-term, Alpharetta's labor market is vulnerable to shortages as much of the City's population moves towards the age of retirement and fewer prime-working residents are available to replace retirees. The source of the declining base of prime-working residents is a consequence of the City's restrictive costs of living, which are unaffordable to most entry-to-mid-level workers.

*Alpharetta's disproportionate share of highly educated residents highlights potential labor market challenges.* The City's population is highly educated, most have attained a Bachelor's Degree or higher. This is beneficial for recruiting and retaining white-collar businesses while stimulating job creation in technology-based industries. The lack of educational attainment diversity suggests that key segments of the workforce are excluded from living in Alpharetta. In particular, many service-based workers typically have lower levels of education. As fewer service-based workers are able to live in Alpharetta, service-based businesses such as restaurants are prone to face recruitment challenges.

*Alpharetta's foreign-born population, non-white population, represent all the City's population growth.* In the latter half of the last decade, Alpharetta's white and native population declined, whereas the City's foreign-born non-white population offset those losses. Most incoming residents come from Asian countries, particularly India and China. The increasing racial and cultural diversity in Alpharetta can create a variety of economic development opportunities.

*Housing diversity integrated with community-based amenities will bolster the City's long-term economic sustainability.* As the demand for suburban office parks continues to decline and the City becomes more cost-prohibitive, Alpharetta's labor market and overall economy are vulnerable to contractions. Additional workforce housing options and greater public

transportation connectivity can facilitate the City's business recruitment and retention efforts, attract young professionals, and support job creation.

## 2. Real Estate Findings

***Outdated development concepts can threaten business recruitment and retention efforts.*** Suburban office parks were regarded as the primary source of the city's transformation into a major employment hub. As workplace preferences shift towards hybrid-work models and employment in vibrant urban areas, the city's office stock increasingly falls out of favor. Consequently, imposing major challenges to recruiting and retaining businesses.

***Mismatch between jobs and housing can affect long-term labor market outcomes.*** The city's aging population and declining prime-working age population makes Alpharetta vulnerable to labor market shortages. Many young professionals, essential for sustaining Alpharetta's long-term labor market performance, are excluded from living in the city due to prohibitive costs-of-living. Minimal housing opportunities are affordable to young professionals, reducing their attractiveness to working in Alpharetta. Additional price-diverse housing options can help attract young professionals while facilitating job creation efforts.

***Scarce development opportunities are readily available.*** Since Alpharetta is largely built out and remaining vacant parcels are limited by zoning regulations, construction activity has been limited. As land prices escalate, developers are forced to construct at higher densities to make projects financially feasible. In particular, mixed-use developments projects credited for enhancing the city's economic development efforts. Given the limited development conditions, infill and redevelopment strategies have become the best alternative.

***New work-live-play destinations prove concepts work but benefits can be maximized if made more affordable.*** City Center and Avalon represent ground-breaking concepts for Alpharetta, centralizing live-work-play opportunities. Both prove to be producing successful outcomes, activating street life and pedestrian foot traffic. However, both are strictly designed for high-income households at the detriment of critical segments of Alpharetta's workforce. This includes young professionals, who thrive in these lifestyle destinations. Expanding work-live-play destinations but integrating more price-diverse housing options can attract young professionals while facilitating the city's job creation efforts.

## 3. Target Industry Findings

The objective of the Target Industry Analysis is to identify industry clusters that have the greatest potential to produce job growth in Alpharetta based on socioeconomic trends, real estate market conditions, and macroeconomic pressures. The analysis aims to guide Alpharetta towards a defined list of target industry clusters the City seeks to proactively recruit. Following this

assessment, RKG identified the following target industries for the City of Alpharetta to pursue in the near-term:

- *Software Development and IT Services*
- *Research & Development: Advanced Manufacturing and Life Sciences*
- *Healthcare Services and Medical Tourism*
- *Entrepreneurship and Innovation*

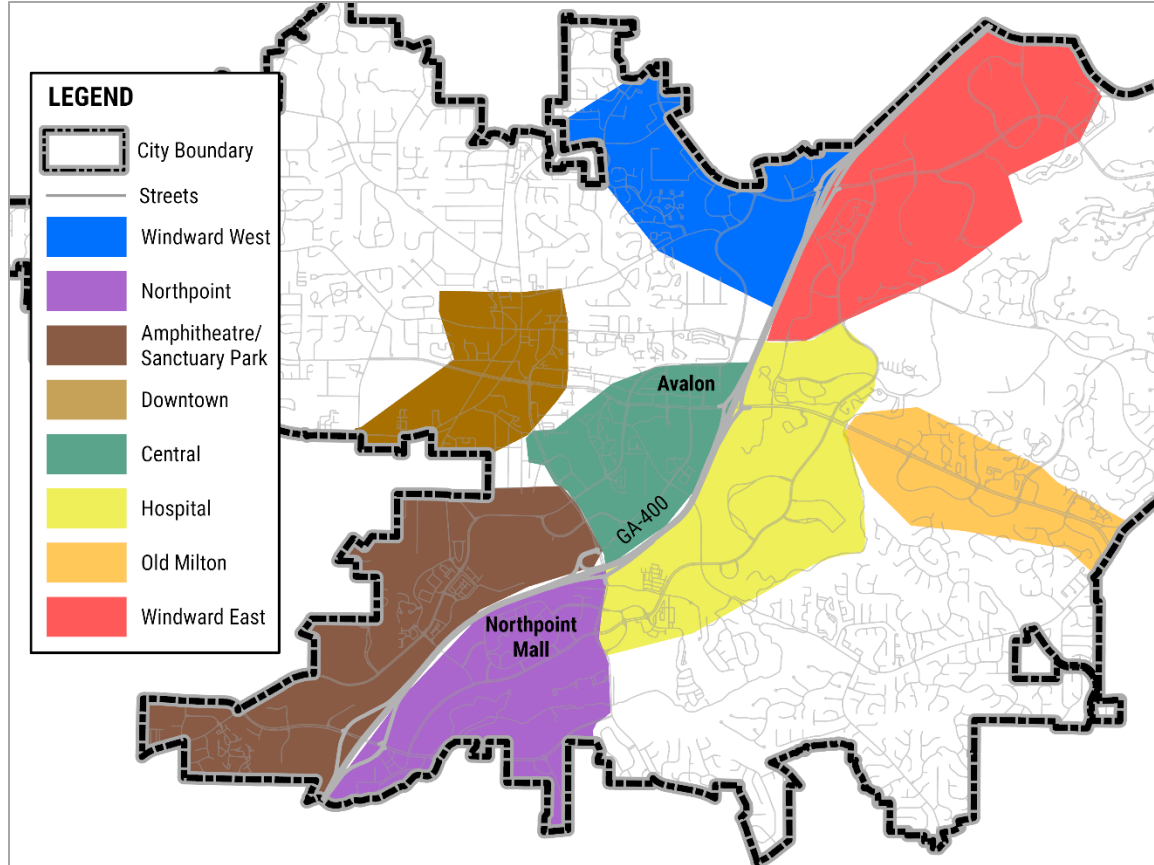
## **B. OPPORTUNITY SITES ANALYSIS**

Most industries are in flux, constantly readjusting to shifts in macroeconomic pressures, market trends, and technological innovation. While these shifts unfold, businesses within industries are prone to change their real estate requirements. For instance, as virtual-work models continue to normalize, many businesses are seeking to downsize their office space needs. This is particularly impactful in Alpharetta, as Financial Technology (FinTech) and Medical Technology (MedTech) have sustained some of the most aggressive remote working policies since the COVID-19 pandemic. Strategic real estate investments can be an essential source for sustaining industry expansions within Alpharetta, reconfiguring properties in the City to meet industry-specific real estate requirements and strengthening the City's competitiveness in attracting new firms to backfill vacated office space. RKG Associates coordinated with the Advisory Group to identify and assess economic activity areas within Alpharetta that offer properties with catalytic real estate investment opportunities. Based on a variety of locational and market factors, 9 economic activity areas within the City were evaluated:

- |              |                       |
|--------------|-----------------------|
| ▪ Downtown   | ▪ Amphitheatre Area   |
| ▪ Central    | ▪ Windward East       |
| ▪ Hospital   | ▪ Sanctuary Park Area |
| ▪ Northpoint | ▪ Windward West       |
| ▪ Old Milton |                       |

The Opportunity Sites chapter details specific recommendations in each area. The following is a summary of the economic development potential for these activity centers.

Map of Alpharetta Activity Centers



Source: City of Alpharetta, RKG Associates, Inc., 2022

### 1. Downtown

Downtown Alpharetta's emergence into a mixed-use walkable destination can benefit the City's economic development efforts. City Center has increased levels of walkability and street life, exposing neighborhood retailers to an expanded consumer base. The addition of multifamily housing units can expand consumer activities beyond traditional workday hours (9 A.M.-5 P.M.). Enhanced access to community-based amenities raises the City's quality-of-life standards, an attractive asset for corporations interested in relocating their operations to Alpharetta. The Downtown Area is equipped to absorb greater levels of investment activities to expand upon the neighborhood's work-live-play concept. Infill development strategies can be utilized, tightening the connectivity between lifestyle amenities while further enhancing walkability. Additional vertical mixed-use development projects with ground-floor retail and housing units on the upper floors can expand the critical mass for consumer activities and can enhance the City's business recruitment efforts.

## 2. Central

Additional development opportunities can build upon the commercial success and momentum of Avalon, expanding the mixed-use development concept to other parts of the Central activity area. The concept has proven to be a strategic medium for filling office spaces, expanding consumer retail activities, and establishing a sense of destination to enhance community-development objectives. To increase the likelihood that additional development opportunities can advance this concept in the long-term, enhancing physical connectivity and social accessibility must be an overriding objective of each strategy. This includes providing the infrastructure to support pedestrian-scale walkability across Old Milton Parkway. Moreover, expanding the price-diversity of housing options can create the critical mass needed to ensure the area's long-term economic sustainability.

## 3. Hospital

Several suburban-scale office properties are underutilized, which offers opportunities for in-fill development or adaptive reuse projects to revitalize declining commercial activities. These opportunities can capitalize on the proximity to Northside/Alpharetta Medical Campus while generating positive recruitment externalities that can enhance the hospital's long-term operations. This can include locating work-live-play opportunities with pedestrian connectivity to the hospital, offering a source of attraction to healthcare services professionals. Adaptive reuse projects can incorporate Public-Private Partnerships with the Northside/Alpharetta Medical Campus to help facilitate conversions to lab spaces for life-sciences research. And consequently, catalyze a built environment for innovation in ancillary industries to develop (Biotech, MedTech).

## 4. Northpoint

Redevelopment of the Northpoint Mall into a live-work-play activity center offers a major catalytic investment opportunity to become a centralized economic hub for North Fulton County. Through this opportunity, incorporating dense vertical mixed-use development patterns can be a strong source of attraction for businesses and white-collar professionals. The site is situated in a favorable location to support a redevelopment into a live-work-play activity center, providing access to multimodal transit options while buffered away from residential subdivisions.

## 5. Old Milton

Future real estate can be a strategic initiative, in coordination with property owners, existing businesses, and GSU-Alpharetta. The presence of GSU-Alpharetta in proximity to major technology-based businesses can shape the conditions for a 'workforce development hub,' capitalizing on the educational resources of GSU-Alpharetta and industry-knowledge resources of nearby technology-based businesses. This synergistic relationship can encourage the development of educational programs at GSU-Alpharetta that upskill existing workers. While hybrid-work models are ongoing and many young professionals live outside the City limits,



localizing young professionals increases in importance. RKG Associates recommends that many properties within the activity area incorporate live-work-play activity centers, offering a source of attraction for young professionals.

#### 6. Amphitheatre Area

Like many suburban office parks, the intended vision is to preserve and revitalize underutilized. While the area's commercial and industrial operations remain stable, the objective of Amphitheatre Area is to preserve related economic activities. This includes expanding upon the momentum of the area's small-scale production-based operations and automotive uses. Strong market indicators point to pent-up demand for small-scale production-based facilities, especially as the region's supply chain networks expand and cottage manufacturing is revived into a normalized business-model among aspiring entrepreneurs. Properties within Amphitheatre Area exist that can catalyze these bullish opportunities.

#### 7. Windward East

Windward East represents yet another situation where large-scale suburban office developments face pressures to sustain economic activities due to shifting market preferences. Other areas of the region, including Alpharetta, offer competitive workspaces that are driven by prevailing market preferences to locate in areas that provide convenient accessibility to services and amenities. The intended vision of Windward East is to develop in way that match prevailing market preferences, creating a town-center style environment; a diversity of housing-price typologies, concentrations of lifestyle-retail amenities, and infrastructure that supports walkability.

#### 8. Sanctuary Park Area

Similar to many activity areas with suburban-scale office developments, the intended vision is to preserve and revitalize underutilized economic activities. While Sanctuary Park's clubhouse addition can be appealing, it isn't likely to be a catalyst for backfilling vacated spaces. As post-pandemic work models become more popular, businesses will continue locating areas that are positioned to attract young professionals; areas that offer connectivity and walkability to services. Investments in work-live-play activity centers with price-diverse rental options can help attract young professionals. RKG Associates recommends that the parcels near Sanctuary Park embrace infill development projects, supporting a critical mass that can help revitalize lost economic activities.

#### 9. Windward West

While the development phases of Continuum unfold, monitoring the project's office performance will be critical as market indicators suggest leasing spaces could be challenging. Despite this possibility, Continuum expands the town-center style concept in the City while bearing some



resemblance to projects like City Center and Avalon. This concept has proven to be successful in Alpharetta, enhancing the City's efforts to attract business investment. As investments in Continuum take shape, opportunities exist for infill development and redevelopment projects that can strengthen the area's overall market performance.

## **C. IMPLEMENTATION**

The implantation strategy is a culmination of economic development strategies for the City of Alpharetta to adopt as recommended by RKG Associates and the Advisory Group. These strategies were crafted on account of feedback from local and regional implementation partners, empirical research, and input from the City of Alpharetta elected officials and staff. The initial section of this chapter details the defined principles and goals identified by the Advisory Group and City of Alpharetta. The next sections detail discrete recommendations and implementation steps to assist the City in pursuing their economic development goals.

### **1. Economic Development Goals**

The assembled Advisory Group (listed in the introduction section) represents the various public and private perspectives that influence—and are influenced by—the City's economic development efforts. This Advisory Group provided guidance and feedback throughout the development of this plan. As part of that effort, a comprehensive outreach strategy was held to identify, refine, and prioritize the City's economic development goals that were initiated through previous efforts. These goals were presented and reviewed with the Advisory Group, who provided feedback on refining and prioritizing these goals. The following list represents the culmination of this input and selection process and is presented in order of the Advisory Group's recommended priority.

- **Expand the City's business retention efforts to reach all existing businesses.**
- **Continue to attract professional and technical services firms to Alpharetta.**
- **Expand the City's entrepreneurial ecosystem through strengthening tech-based efforts and expanding initiatives that target other sectors.**
- **Diversify the City's employment base beyond existing software companies.**
- **Create dynamic employment centers through place-based strategies that meet evolving demand from employers and workers.**
- **Encourage development that complements the scale and character of surrounding neighborhoods.**
- **Enhance the City's housing supply to attract workers and businesses.**
- **Maximize the potential of the City's expanding green infrastructure.**
- **Strengthen relationships between businesses and training providers to reach residents, existing businesses, and prospective businesses.**

## 2. Implementation Matrix

The following Implementation Matrix presents the full range of objectives and corresponding action items for the City's consideration. As noted, this matrix should serve as a reference document as the economic development staff craft their annual business plan. The timelines, estimated costs, and implementation partners for each action item identified in the matrix reflect RKG Associates' professional recommendation guided by input from City staff and the project's Advisory Group. The final timing, focus, and potential costs for each action item should be refined by staff and/or the responsible implementation partner when implementation occurs.



LEGEND

Implementation Leaders

Public

|    |                      |
|----|----------------------|
| AL | City of Alpharetta   |
| FC | Fulton County        |
| MU | Other Municipalities |
| GA | State of Georgia     |

Partners

|    |                                                        |
|----|--------------------------------------------------------|
| AB | Business Advisory Board                                |
| BA | Alpharetta Business Association (ABA)                  |
| CC | Alpharetta Chamber of Commerce (ACC)                   |
| ID | Fulton County Industrial Development Authority (FCIDA) |
| MC | Metro Atlanta Chamber (MAC)                            |
| NF | Greater North Fulton Chamber of Commerce (GNFCC)       |
| TA | Tech Alpharetta                                        |
| VB | Alpharetta Convention and Visitors Bureau (CVB)        |

Private

|   |                        |
|---|------------------------|
| C | Consultant             |
| F | Financial Institutions |
| I | Industry Leaders       |
| N | Neighborhood Residents |
| O | Property Owners        |
| R | Realtors/Brokers       |

Cost Estimate Legend:

|    |                        |
|----|------------------------|
| ST | Staff Time             |
| A  | Under \$1,000          |
| B  | \$1,000 to \$10,000    |
| C  | \$10,000 to \$50,000   |
| D  | \$50,000 to \$100,000  |
| E  | \$100,000 to \$250,000 |
| F  | \$250,000 to \$500,000 |
| G  | Over \$500,000         |

|  |        |
|--|--------|
|  | Action |
|--|--------|

| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                         | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost       |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|------------|
|                                                                                          |                                                                                                                                                                                         | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type       |
| BUSINESS RETENTION AND EXPANSION                                                         |                                                                                                                                                                                         |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Objective 1.1                                                                            | Continue to develop a comprehensive list of all businesses within the City                                                                                                              |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Action 1.1.1                                                                             | Create a single database of all Alpharetta businesses based on lists already available (e.g., pervious COVID efforts, secondary data vendors, partner organization membership lists...) | AL, AB, BA, CC, TA, VB |         |                              |   |   |   |   |   |   |   |   |    | A              | One Time   |
| Action 1.1.2                                                                             | Utilize the city's business license process to collect more detailed data about businesses, particularly contact information                                                            | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.1.3                                                                             | Provide opportunity for businesses to register/review their information in the business list through the town's economic development website                                            | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | Annual     |
| Action 1.1.4                                                                             | Work with property owners and landlords to collect business contact information                                                                                                         | AL, AB, CC             | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.1.5                                                                             | Implement volunteer walks, having 10-15 volunteers canvas the town's various activity centers to gather contact information                                                             | AL, CC                 | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
| Action 1.1.6                                                                             | Ask industry roundtable members to advertise volunteer walks and engage their relationships to build the database                                                                       | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Biannual   |
| Objective 1.2                                                                            | Implement an annual business survey to identify emerging trends/needs                                                                                                                   |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Action 1.2.1                                                                             | Establish a fixed date (e.g., week) that the survey will be released. This should be consistent year over year. Recommend the Fall                                                      | AL, AB, CC             | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
| Action 1.2.2                                                                             | Ensure the survey covers the following topics: Market climate/changes, Regulatory environment, Growth/contraction needs and concerns, Workforce needs, and Physical space needs         | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.3                                                                             | Work with the Tech Alpharetta, the Chamber, other business organizations, and industry roundtables to refine questions and expand awareness of the survey each year                     | AL, AB, BA, CC, TA, VB | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.4                                                                             | Invest in multimedia marketing and outreach at least 2 months prior to the release of the survey each year (e.g., print, social media, direct outreach)                                 | AL                     |         |                              |   |   |   |   |   |   |   |   |    | Included 5.5.2 | Annual     |
| Action 1.2.5                                                                             | Share general results of the survey with roundtables, partner organizations, and the community through the monthly newsletter                                                           | AL                     | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.6                                                                             | Use results of survey to prioritize retention/expansion visits for the year                                                                                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.7                                                                             | Work with respective roundtables about industry-specific findings from survey to determine annual action items                                                                          | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.8                                                                             | Retain all survey results to create a longitudinal assessment tool (e.g., Excel database) that can help economic development efforts become more predictive to changing market climates | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.2.9                                                                             | Consider rekindling your partnership with the other North Fulton municipalities to implement a broader survey effort (increased responses, shared costs)                                | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Objective 1.3                                                                            | Proactively outreach to existing businesses through 1-on-1 meetings                                                                                                                     |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Action 1.3.1                                                                             | Use the comprehensive business list to identify new companies to visit and track past visit efforts. Do not concentrate on the same businesses year over year                           | AL, AB                 | I       |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
| Action 1.3.2                                                                             | Establish quotas for number of monthly visits, starting with ten (10) per month, expanding as more staff is hired and/or volunteers trained                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
| Action 1.3.3                                                                             | Use business survey results to prioritize outreach efforts to companies that indicate growth needs or challenges to maintain operations                                                 | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Action 1.3.4                                                                             | Coordinate with economic development partners for business visits (e.g., chamber or Tech Alpharetta)                                                                                    | AL, AB, BA, CC, TA, VB |         |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
| Action 1.3.5                                                                             | Maintain database of visited businesses to track frequency and results of the visit through a Consumer Relationship Management (CRM) software                                           | AL                     |         |                              |   |   |   |   |   |   |   |   |    | B              | Annual     |
| Action 1.3.6                                                                             | Create a direct "help line" initiative on the city's economic development website that allows businesses to connect to an economic development staff member for assistance              | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time   |
| Action 1.3.7                                                                             | Activate business ambassadors to assist in outreach, providing them training on questions to ask and how to track the conversation                                                      | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | Included 5.3.1 | Annual     |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                              | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                              | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| BUSINESS RETENTION AND EXPANSION                                                         |                                                                                                                                                                                                                              |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 1.4                                                                            | Build additional industry roundtables in a number of different market areas                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.4.1                                                                             | Have an industry roundtable for every key market sector including [1] Retail; [2] Small Businesses; [3] Professional Services; [4] Real Estate/Commercial Property Owners; [5] Healthcare; and [6] Minority-Owned Businesses | AL, AB                 | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 1.4.2                                                                             | Make sure all partner organizations have representation on roundtables that crossover missions                                                                                                                               | AL, AB, BA, CC, TA, VB | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 1.4.3                                                                             | Meet each roundtable quarterly or semiannually as necessary, with one meeting targeted immediately after the release of the business survey results                                                                          | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | A         | Quarterly  |
| Action 1.4.4                                                                             | Use roundtable meeting to discuss: [1] market climate; [2] regulatory issues; [3] growth opportunities; [4] implementation coordination                                                                                      | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.4.5                                                                             | Use feedback from roundtables to help set annual action plan                                                                                                                                                                 | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Objective 1.5                                                                            | Actively engage Alpharetta's home-based businesses                                                                                                                                                                           |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.5.1                                                                             | Create and implement a marketing campaign to home-based businesses to provide contact information to the town                                                                                                                | AL, AB, BA, CC         | O, I    |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |
| Action 1.5.2                                                                             | Use state data to identify home-based businesses (based on a geospatial analysis of business address)                                                                                                                        | AL, FC                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.5.3                                                                             | Consider implementing a separate home-based business survey from the main survey targeted with questions more relevant to these entrepreneurs                                                                                | AL, AB, BA, CC         | O, I    |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.5.4                                                                             | Create a home-based business networking series with quarterly events and lectures                                                                                                                                            | AL, CC, TA             |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.5.5                                                                             | If enough interest, create a home-based business roundtable to augment the others                                                                                                                                            | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST        | Quarterly  |
| Objective 1.6                                                                            | Expand existing business networking series to connect more local businesses                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.6.1                                                                             | Create an annual lecture on available local, county, state, and federal assistance programs                                                                                                                                  | AL, AB, BA, CC         |         |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |
| Action 1.6.2                                                                             | Cohost at least two (2) networking/marketing events annually with municipal/regional partners targeting small business owners (less than 50 employees)                                                                       | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A         | Semiannual |
| Action 1.6.3                                                                             | Host two (2) social gathering events for the city's industry clusters                                                                                                                                                        | AL                     |         |                              |   |   |   |   |   |   |   |   |    | B         | Semiannual |
| Action 1.6.4                                                                             | Hold two (2) lecture/guest speaker events; bringing in regional/national industry leaders to discuss sector/market trends. This can be co-hosted with regional partners                                                      | AL                     |         |                              |   |   |   |   |   |   |   |   |    | C         | Semiannual |
| Action 1.6.5                                                                             | Host at least two (2) women-owned and two (2) minority-owned business networking events annually                                                                                                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A         | Semiannual |
| Action 1.6.6                                                                             | Host young professional/entrepreneur networking events quarterly in partnership with neighboring municipalities                                                                                                              | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | A         | Quarterly  |
| Action 1.6.7                                                                             | Host a "State of the City" event for business leaders to discuss activities over the past year, successes, opportunities, and share the business plan for the next year                                                      | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                                           | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost      |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|-----------|
|                                                                                          |                                                                                                                                                                                                                                                           | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type      |
| BUSINESS RECRUITMENT                                                                     |                                                                                                                                                                                                                                                           |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Objective 2.1                                                                            | Become more proactive with regional and statewide partners in business recruitment                                                                                                                                                                        |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.1.1                                                                             | Engage industry roundtables and individual businesses to generate potential recruitment leads through vertical and horizontal supply chains                                                                                                               | AL, AL, BA, CC         |         |                              |   |   |   |   |   |   |   |   |    | ST             | Quarterly |
| Action 2.1.2                                                                             | Establish quarterly work sessions with implementation partners (e.g., ABA, ACC, GNFC, FCIDA, MAC...) to discuss opportunities and implementation strategies                                                                                               | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | A              | Annual    |
| Action 2.1.3                                                                             | Maintain local property and land database, coordinating with partners on maintaining an accurate and up-to-date list                                                                                                                                      | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 3.2.1 | Annual    |
| Action 2.1.4                                                                             | Collaborate on leads collected through business outreach and marketing efforts                                                                                                                                                                            | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.1.5                                                                             | Work with local partners to build relationships with site selectors in target industry sectors, adding them the city's economic development newsletter distribution list                                                                                  | AL, BA, CC, FC, ID, MC | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.1.6                                                                             | Create a municipal economic development coalition focused on information sharing, best practice engagement, and collaboration on cross jurisdictional needs/opportunities (e.g., workforce development)                                                   | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Objective 2.2                                                                            | Expand start-up and entrepreneurial development services open to all businesses                                                                                                                                                                           |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.2.1                                                                             | Provide information seminars in partnership with other North Fulton municipalities on how to start, operate, and grow a business                                                                                                                          | AL, MU, FC             |         |                              |   |   |   |   |   |   |   |   |    | B              | Annual    |
| Action 2.2.2                                                                             | Fund the training of 2-3 new mentors each year, selecting within business sectors that are underrepresented, particularly women and people of color                                                                                                       | AL, MU                 | O, I    |                              |   |   |   |   |   |   |   |   |    | B              | Annual    |
| Action 2.2.3                                                                             | Work with local banks to create a PPP revolving loan fund that offers low/no-interest loans and/or gap financing to start-ups and small businesses seeking to grow. Target an 80% private/20% public resource pool                                        | AL, MU                 | F       |                              |   |   |   |   |   |   |   |   |    | F              | One Time  |
| Action 2.2.4                                                                             | Engage local HR, engineering, accounting, and legal professionals to create a database of potential consultants for entrepreneurs to use                                                                                                                  | AL, MU                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.2.5                                                                             | Provide financial assistance for entrepreneurs and small businesses to access critical services such as human resources assistance, financial planning assistance, and legal assistance                                                                   | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.6                                                                             | Proactively market small business initiatives to existing businesses, focusing on home-based businesses using updated business tracking data                                                                                                              | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.2.7                                                                             | Modify incentive programs to offer financial support to startups and small businesses to locate and grow in Alpharetta (e.g., one-time grants for creating jobs above area median income), requiring participation in an entrepreneurial training program | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.8                                                                             | Identify a highly visible, well appointed location for a comprehensive incubator/business support facility that incorporates Tech Alpharetta                                                                                                              | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.9                                                                             | Consider hiring an additional full-time staff member dedicated to small business/entrepreneurial development in partnership with Tech Alpharetta                                                                                                          | AL, TA                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Objective 2.3                                                                            | Scale proactive marketing and recruitment efforts to best leverage the City's resources and market reach                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.2.1                                                                             | Partner with local and state entities to market through relevant digital and print mediums annually                                                                                                                                                       | AL, BA, CC, FC, ID, MC | C       |                              |   |   |   |   |   |   |   |   |    | C/D            | Annual    |
| Action 2.2.2                                                                             | Host a searchable online database of available commercial space and land for prospectus businesses to review                                                                                                                                              | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A              | Annual    |
| Action 2.2.3                                                                             | Create a 'tip line' for citizens to call/Email/text ideas on business recruitment and any leads they may have on businesses that may wish to relocate or expand to Alpharetta                                                                             | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time  |
| Action 2.2.4                                                                             | Develop/refine the City's business recruitment collateral (see OUTREACH, COMMUNICATION, AND MARKETING section)                                                                                                                                            | AL                     |         |                              |   |   |   |   |   |   |   |   |    | Included 5.1.1 | Annual    |

| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                             | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost     |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|----------|
|                                                                                          |                                                                                                                                                                                                                                             | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type     |
| ASSET DEVELOPMENT                                                                        |                                                                                                                                                                                                                                             |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
| Objective 3.1                                                                            | Create/update small area plans for the City's primary economic activity centers                                                                                                                                                             |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.1.1 Build upon the strategic recommendations in the opportunity site analysis as an initiation point for engagement and action                                                                                                     | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.1.2 Define short-term, midterm, and long-term visions consistent with economic development plan                                                                                                                                    | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | B/E            | Annual   |
|                                                                                          | Action 3.1.3 Proactively engage with property owners to understand investment strategies                                                                                                                                                    | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.1.4 Enact regulatory changes to allow defined visions to occur (see TOOLBOX DEVELOPMENT section)                                                                                                                                   | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.1.5 Create a marketing brochure for each employment center/commercial corridor that encapsulates the vision                                                                                                                        | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.1.7 | Biannual |
| Objective 3.2                                                                            | Maintain a locally-comprehensive comprehensive property and asset database                                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.2.1 Inventory all existing vacant commercial and industrial land and buildings in collaboration with Costar reporting data and engagement with local real estate listing entities                                                  | AL                     | I, O, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.2 Connect with all property owners to detail price, availability, and vision for those asset; include in online listings                                                                                                         | AL                     | I, O, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.3 Create an 'open source' database for property owners and brokers to submit new listings and changes to existing listings, particularly for listings not covered under Costar or similar virtual listing services               | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time |
|                                                                                          | Action 3.2.4 Create a web-accessible database of those assets to connect to the economic development website                                                                                                                                | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time |
|                                                                                          | Action 3.2.5 Work with regional and state implementation partners to make sure their asset lists are current and complete                                                                                                                   | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.6 Maintain regular communication with property owners to ensure occupied/developed land is removed                                                                                                                               | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
| Objective 3.3                                                                            | Identify 4-6 priority investment/reinvestment properties within the City                                                                                                                                                                    |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.3.1 Create a comprehensive ownership database of all commercial properties in each of the opportunity sites to begin a dialogue about their property interests and investment priorities                                           | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | C              | Annual   |
|                                                                                          | Action 3.3.2 Engage in dialogue with owners, particularly catalytic parcels, on a regular basis to track changing strategies and create new opportunities                                                                                   | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.3.3 Create a catalyst sites prospectus, defining property ownership, implementation concepts, and available incentives to help bring the vision to fruition                                                                        | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.1.6 | Biannual |
| Objective 3.4                                                                            | Consider creating an Economic Development Opportunity Fund                                                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.4.1 Create a fund dedicated to [1] land acquisition for economic development purposes and [2] gap financing in real estate developments with economic development benefits                                                         | AL                     | F       |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.4.4 Seed the fund with \$500,000 for initial operations                                                                                                                                                                            | AL                     | F       |                              |   |   |   |   |   |   |   |   |    | F              | One Time |
|                                                                                          | Action 3.4.2 Create a board of directors comprised of public, staff, and private sector representatives to review applications and negotiate agreements                                                                                     | AL                     | F, O, I |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.4.3 Develop specific criteria for access to Fund resources (e.g., minimum job creation, minimum, capital investment, creation of workforce housing, blight removal...) including performance requirements and claw back provisions | AL                     | F, O, I |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |





| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                      | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                      | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| TOOLBOX DEVELOPMENT                                                                      |                                                                                                                                                                                                                      |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 4.1                                                                            | Match land use regulations to economic development vision, particularly in economic activity centers                                                                                                                 |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.1.1 Rezone land based on the results of the small area planning process                                                                                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.2 Consider creating higher density housing zones in/adjacent to activity centers to accommodate housing growth commensurate with job growth                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.3 Consider overlay districts in areas where rezoning will be too difficult or time consuming                                                                                                              | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.4 Consider a full update to the town's comprehensive plan to reflect recent and emerging changes in the town's growth and development goals including the newly defined vision for its employment centers | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | E         | One Time   |
| Objective 4.2                                                                            | Create economic development incentives that match the City's priorities and performance expectations                                                                                                                 |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.2.1 Create area-specific incentives in each activity center (e.g., promote dining diversity in downtown, promote employment diversity at Northpoint, promote infill development along Windward Parkway)     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.2 Create industry-specific incentives available throughout the city (e.g., life science investments/building conversions, unique entertainment/sports venues)                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.3 Scale incentives based on size of prospect, particularly targeting startup and small businesses (fewer than 5 jobs)                                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.4 Create a scoring matrix that prioritizes location of the investment, type of business, size of project, quality of jobs, benefits packages offered, and any other characteristic valued by the town     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.5 Create specific incentive levels based on the scoring for projects                                                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.6 Engage with local and state partners to implement similar requirements for investments in the City                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.7 Require claw back provisions in all incentive packages to ensure compliance with stated agreements                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.2.8 Tie any incentives to businesses with less than five (5) employees to participating in a small business development program/mentorship program                                                          | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Objective 4.3                                                                            | Hire/reposition an existing City staff member under economic development to be a development ombudsman                                                                                                               |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.3.1 Increase staffing capacity to implement the full economic development strategy and become more proactive in business assistance                                                                         | AL                  |         |                              |   |   |   |   |   |   |   |   |    | D         | Annual     |
|                                                                                          | Action 4.3.2 Define/refine position to be a liaison to local businesses to help address business/regulatory/policy challenges                                                                                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.3.3 Provide assistance to businesses going through the city's permitting process                                                                                                                            | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.3.4 Become conduit to the HR, professional services, and legal service support and networking                                                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                             | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost       |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|------------|
|                                                                                          |                                                                                                                                                                                                                                             | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type       |
| OUTREACH, MARKETING, AND COMMUNICATION                                                   |                                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Objective 5.1                                                                            | Create marketing collateral necessary for effective retention and recruitment efforts                                                                                                                                                       |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.1.1 Create all materials listed below in print and digital format, updating regularly (minimum once a year)                                                                                                                        | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | C              | Annual     |
|                                                                                          | Action 5.1.2 Create target industry-specific fact and information sheets                                                                                                                                                                    | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.3 Refine the existing marketing document to reflect recommended changes where applicable (e.g., incentives)                                                                                                                      | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.6 Create a property prospectus book detailed in 3.3.3 (digital only)                                                                                                                                                             | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.4 Create quality of life information sheets on livability and amenities in Alpharetta                                                                                                                                            | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.5 Create materials to market the new ombudsman program                                                                                                                                                                           | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Biannual   |
|                                                                                          | Action 5.1.7 Create employment marketing brochure detailed in 3.1.4                                                                                                                                                                         | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Biannual   |
| Objective 5.2                                                                            | Enact a monthly newsletter detailing market and economic development activities                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.2.1 Highlight recent economic development activity and successes, maintaining a 'running tally' dashboard of accomplishments for the year                                                                                          | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.2 Publish regular opinion editorials from business owners, partner organizations, or invited guests focused on topics that influence (or are influenced by) economic development in Alpharetta                                   | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.3 Include separate topic-themed Mayor/Economic Development Director messages in each newsletter                                                                                                                                  | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.4 Implement, monitor, and report the results of opinion polls and business surveys through the newsletter                                                                                                                        | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.5 Highlight a different Alpharetta business (preferably from the target industries) in each newsletter that have invested, expanded, or created new jobs                                                                         | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.6 Target writing two (2) or three (3) industry/market white papers each year focused on educating local businesses and residents about current or impending market shifts and how they will impact local/regional businesses     | AL, AB, ID          | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
| Objective 5.3                                                                            | Activate existing business leaders in economic development efforts                                                                                                                                                                          |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.3.1 Develop at least five (5) business ambassadors, individuals who can work with economic development staff to promote Alpharetta and engage existing/prospective business owners in targeted industries. Train more as necessary | AL, AB              | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
|                                                                                          | Action 5.3.2 Develop a network of mentors in each of the target industries, focusing on developing women, minority and young business owners to reach the city's diverse business base                                                      | AL, AB              | O, I    |                              |   |   |   |   |   |   |   |   |    | Included 2.2.4 | Annual     |
|                                                                                          | Action 5.3.3 Develop at least four (4) engaged Alpharetta residents as advocates that can assist in community outreach and resident interaction                                                                                             | AL, AB              | N       |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
|                                                                                          | Action 5.3.4 Create a Business-2-Business database that businesses can access to find specific services/networking opportunities                                                                                                            | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | A              | Continuous |
| Objective 5.4                                                                            | Implement a proactive community engagement and education initiative                                                                                                                                                                         |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.4.1 Hold an annual "town hall" meeting open to the public (and televised) to discuss accomplishments and ongoing efforts for the previous/upcoming year                                                                            | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
|                                                                                          | Action 5.4.2 Implement a biannual resident survey to gauge the goals and concerns of Alpharetta residents about the town's economic development efforts. Use the results to inform any changes to approach                                  | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | ST             | Biannual   |
|                                                                                          | Action 5.4.3 Hold a community outreach meeting in each employment center annually to engage business leaders and residents on economic development issues, opportunities, and challenges those areas are facing                             | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
|                                                                                          | Action 5.4.4 Host semiannual panelist discussions on topics of economic development each year. These discussions should address specific market/location opportunities and challenges facing local businesses                               | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | B              | Semiannual |
|                                                                                          | Action 5.4.5 Provide an online portal for citizens and groups to submit questions, provide feedback on content, or request meetings on the economic development website                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included 5.4.1 | One Time   |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                                                              | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                                                                              | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| OUTREACH, MARKETING, AND COMMUNICATION                                                   |                                                                                                                                                                                                                                                                              |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 5.5                                                                            | Enhance Alpharetta's electronic and social media presence and activity                                                                                                                                                                                                       |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 5.5.1 Update the City's economic development website based on the functional changes in scope/mission                                                                                                                                                                 | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | C         | One Time   |
|                                                                                          | Action 5.5.2 Ensure weekly use of social media platforms (e.g., SnapChat, Instagram, Twitter, Facebook...)                                                                                                                                                                   | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.3 Create stronger connections with the ADA, Tech Alpharetta, Fulton County IDA, and other partners                                                                                                                                                                | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.4 Use the website to collect information, allow individuals to sign up for the newsletter, and better engage economic development staff                                                                                                                           | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.5 Create a citizens section on the website with access to educational information, the annual survey and results information, contact information for the assigned staff liaison, and the newsletter registration                                                 | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
| Objective 5.6                                                                            | Create an economic development dashboard on the City's economic development website to provide real-time information about the activity and successes of local economic development efforts                                                                                  |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 5.6.1 Establish a formal economic development dashboard to track performance across each of these topic areas: [1] retention, [2] recruitment, [3] entrepreneurial development, [4] fiscal sustainability                                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 5.6.2 Retention metrics should include: [1] site visits performed, [2] ombudsman assists, [3] jobs retained/expanded, [4] capital investment, [5] network event attendance, [6] prospect contacts                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.3 Recruitment metrics should include: [1] number of prospects, [2] successful projects, [3] total jobs created, [4] average annual wage, [5] total capital investment, [6] debrief highlights from lost opportunities                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.4 Entrepreneurial metrics should include: [1] enrollment inquiries, [2] business enrollment, [3] graduations, [4] jobs created, [5] debrief on businesses leaving the mentorship program                                                                          | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.5 Fiscal sustainability metrics should include: [1] number of incentives, [2] dollar value of incentives, [3] jobs created/preserved from incentives, [4] capital investment created, [5] new tax revenues, [6] other benefits (e.g., infrastructure investments) | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.6 Provide regular updates to the City Council (recommended semi-annually)                                                                                                                                                                                         | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                           |                                                                                                                                                                                                                                | Implementation Lead                |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated       | Cost |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------------|------|
|                                                                                          |                                                                                                                                                                           |                                                                                                                                                                                                                                | Public/NP                          | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost            | Type |
| ORGANIZATION AND COORDINATION                                                            |                                                                                                                                                                           |                                                                                                                                                                                                                                |                                    |         |                              |   |   |   |   |   |   |   |   |    |                 |      |
| Objective 6.1                                                                            | Formalize staffing roles and responsibilities within the economic development department, expanding staff capacity to fully achieve the stated economic development goals |                                                                                                                                                                                                                                |                                    |         |                              |   |   |   |   |   |   |   |   |    |                 |      |
|                                                                                          | Action 6.1.1                                                                                                                                                              | Retain the manager position to oversee daily and strategic economic development efforts                                                                                                                                        | AL                                 |         |                              |   |   |   |   |   |   |   |   | ST | One Time        |      |
|                                                                                          | Action 6.1.2                                                                                                                                                              | Formalize the existing marketing director position to oversee the creation and development of all virtual and physical collateral, manage the economic development website, and oversee all social media and networking events | AL                                 |         |                              |   |   |   |   |   |   |   |   | ST | One Time        |      |
|                                                                                          | Action 6.1.3                                                                                                                                                              | Hire/reposition an existing City staff member under economic development to be a development ombudsman                                                                                                                         | AL                                 |         |                              |   |   |   |   |   |   |   |   | D  | One Time        |      |
|                                                                                          | Action 6.1.4                                                                                                                                                              | Consider hiring an additional full-time staff member dedicated to small business/entrepreneurial development in partnership with Tech Alpharetta                                                                               | AL                                 |         |                              |   |   |   |   |   |   |   |   | D  | One Time        |      |
|                                                                                          | Action 6.1.5                                                                                                                                                              | Increase the business retention and expansion efforts by one (1) full-time professional                                                                                                                                        | AL                                 |         |                              |   |   |   |   |   |   |   |   | D  | Annual (Salary) |      |
| Objective 6.2                                                                            | Enhance strategic relationships with local and statewide implementation partners                                                                                          |                                                                                                                                                                                                                                |                                    |         |                              |   |   |   |   |   |   |   |   |    |                 |      |
|                                                                                          | Action 6.2.1                                                                                                                                                              | Create a quarterly coordination meeting schedule with the Chamber, CVB, Tech Alpharetta, and GN FCC                                                                                                                            | AL, AB, BA, CC, FC, TA, VB, MC, GA |         |                              |   |   |   |   |   |   |   |   | A  | Quarterly       |      |
|                                                                                          | Action 6.2.2                                                                                                                                                              | Establish a semiannual strategic meeting schedule with other regional and statewide partners                                                                                                                                   | AL, AB, BA, CC, FC, TA, VB, MC, GA |         |                              |   |   |   |   |   |   |   |   | A  | Semiannual      |      |
|                                                                                          | Action 6.2.3                                                                                                                                                              | Provide quarterly/semiannual reports to regional and statewide partners on activity and successes                                                                                                                              | AL                                 |         |                              |   |   |   |   |   |   |   |   | ST | Quarterly       |      |
|                                                                                          | Action 6.2.4                                                                                                                                                              | Establish a formal quarterly or semiannual coordination meeting with neighboring municipalities to address regional and cross-boundary market issues                                                                           | AL, MU                             |         |                              |   |   |   |   |   |   |   |   | ST | Quarterly       |      |



| City of Alpharetta, Georgia                               |                                                                                                                                                                                                                                   | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
| Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                   | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| ORGANIZATION AND COORDINATION                             |                                                                                                                                                                                                                                   |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 6.3                                             | Create a Business Advisory Board to help with strategic planning and implementation of the town's economic development strategic plan                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 6.3.1                                              | Create an official business advisory board of 11 to 17 business leaders and implementation partners (e.g., post-secondary education institutions) interested and willing to participate in the City's economic development effort | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 6.3.2                                              | Host monthly meetings with the advisory board on projects, activity, and strategy to garner advice and assistance in implementation                                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Monthly    |
| Action 6.3.3                                              | Have the Mayor appoint at least one (1) member of the advisory board, though avoid having elected officials attending the meetings                                                                                                | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 6.3.4                                              | Create a committee structure to focus efforts in coordination with the City's focus areas; [1] Business Retention, [2] Marketing and Outreach, [3] Business Recruitment                                                           | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 6.3.5                                              | Ensure each committee is chaired (or co-chaired) by an active board member                                                                                                                                                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.3.6                                              | Consider creating a 501(c)(3) to house the advisory board, creating an official memorandum of understanding and bylaws for the group                                                                                              | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Objective 6.4                                             | Work with City departments to develop comprehensive databases to help economic development efforts                                                                                                                                |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 6.4.1                                              | Reconfigure information requirements on business licenses to collect more robust contact information and data about the business (e.g., NAICS code)                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.4.2                                              | Work with Fulton County or create a locally-maintained version of property assessment data that combines all land, building, and business information to make geospatial analyses/searches more insightful                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.4.3                                              | Require all business building permit and applications to include full contact and business (if known) information                                                                                                                 | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |

# 2 SOCIOECONOMIC ANALYSIS

## A. INTRODUCTION

Towards the end of the 20<sup>th</sup> century, Alpharetta, GA emerged into an economic center absorbed by waves of investment activity that rippled throughout North Fulton County. Alpharetta's household base exploded to unprecedented levels while many businesses set up shop in the City's expansive stock of suburban office parks; At the time, an innovative and attractive workplace model allowing businesses executives to work near their homes without the inconvenience of commuting into urban centers. This came at the expense of most employees, forced to travel far distances into the office while commuting through the region's congested roadways.

While this model developed as a source of Alpharetta's economic growth, shifting employment priorities and workplace preferences threaten its long-term sustainability. And consequently, the City's long-term economic position. Accelerated by an expanding Gen-Z population, employees increasingly prefer workplaces that offer convenient commutes with walkability to nearby amenities and services. The City of Alpharetta is at a crossroads. The City can switch their approach to the workplace, cater to shifting employment priorities which may involve embracing new economic ideas and practices. Or rather, continue business-as-usual while the City faces pressures from an aging population, a declining prime-working age population, and rising affordability challenges.

The combination of these pressures can culminate into potential labor market shortages, decreased spending capacities, a contraction of local services, and business recruitment/retention challenges. The Socioeconomic Analysis examines these evolving conditions in Alpharetta, as well as demographic and economic trends unfolding throughout the region. In the face of a restructuring marketplace, the results of the analysis aim to shape policies and programs that can help the City of Alpharetta sustain its economic vitality in the long term.

## B. MAJOR FINDINGS

*North Fulton County's population rates are lower than rates across the region.* Communities across North Fulton County, including the City of Alpharetta, impose greater housing limitations than communities across the Four-County Region, thus preventing more people from moving into North Fulton County. Developers can access greater and more flexible residential development options outside North Fulton County. The fewer housing options, the fewer numbers of new working-age residents. Fewer working-age residents can limit the long-term growth of Alpharetta's labor market, reducing the City's competitiveness to recruit and retain businesses.

*The middle-to-senior age population (45+) increased and the prime-working age population (25-34) decreased.* In the long-term, Alpharetta's labor market is vulnerable to shortages as much of the City's population moves towards the age of retirement and fewer prime-working residents are available to replace retirees. The source of the declining base of prime-working residents is a consequence of the City's restrictive costs of living, which are unaffordable to most entry-to-mid-level workers.

*Alpharetta's disproportionate share of highly educated residents highlights potential labor market challenges.* The City's population is highly educated, most have attained a Bachelor's Degree or higher. This is beneficial for recruiting and retaining white-collar businesses while stimulating job creation in technology-based industries. The lack of educational attainment diversity suggests that key segments of the workforce are excluded from living in Alpharetta. In particular, many service-based workers typically have lower levels of education. As fewer service-based workers are able to live in Alpharetta, service-based businesses such as restaurants are prone to face recruitment challenges.

*Alpharetta's foreign-born population, non-white population, represent all the City's population growth.* In the latter half of the last decade, Alpharetta's white and native population declined, whereas the City's foreign-born non-white population offset those losses. Most incoming residents come from Asian countries, particularly India and China. The increasing racial and cultural diversity in Alpharetta can create a variety of economic development opportunities.

*Housing diversity integrated with community-based amenities will bolster the City's long-term economic sustainability.* As the demand for suburban office parks continues to decline and the City becomes more cost-prohibitive, Alpharetta's labor market and overall economy are vulnerable to contractions. Additional workforce housing options and greater public transportation connectivity can facilitate the City's business recruitment and retention efforts, attract young professionals, and support job creation.

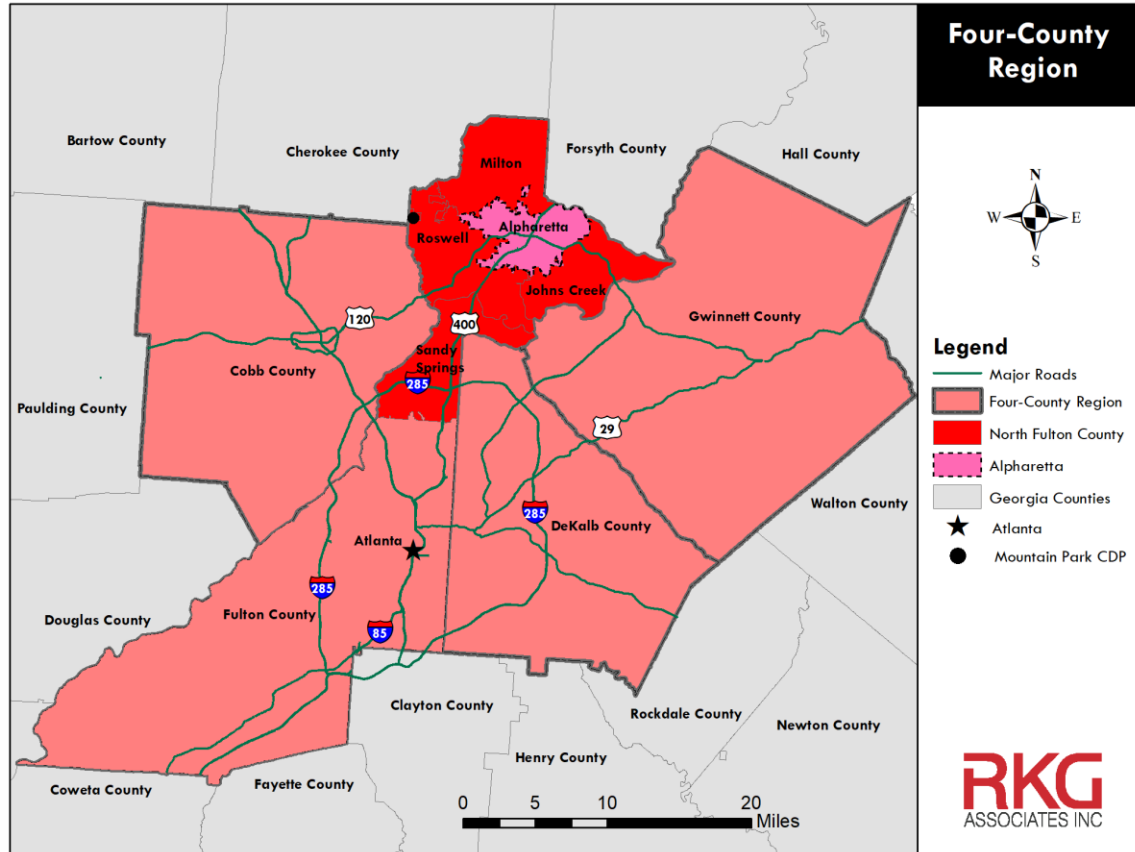
## **C. METHODOLOGY**

### **1. Geographic Focus of Analysis**

Alpharetta is located in North Fulton County, a major employment and population hub north of the City of Atlanta. Alongside Alpharetta, other municipalities that comprise North Fulton County include Johns Creek, Sandy Springs, Roswell, Mountain Park, and Milton. This chapter evaluates Alpharetta's demographic and economic conditions, drawing comparisons with the other North Fulton County municipalities; as well as the four largest counties absorbed within Atlanta's immediate sphere of economic gravity. These include Fulton County, Cobb County, DeKalb County, and Gwinnett County. Throughout this document, the combination of these four-counties will be identified as the 'Four-County Region' or simply The Region. Gaining a better understanding of key differences and similarities between Alpharetta, other North Fulton

County communities, and the Four-County Region can help the City shape policies for sustaining economic competitiveness while Atlanta’s marketplace rapidly expands. Map 2-1 illustrates the areas under analysis throughout this chapter.

Map 2-1



Source: City of Alpharetta RKG Associates, Inc., 2022

## 2. Data Sources

The Socioeconomic Analysis assesses various demographic and economic data metrics. Demographic data comes from the U.S. Census Bureau as well as estimates and projections from ESRI. ESRI is a nationally recognized third-party data provider that uses U.S. Census data to generate its estimates and projections for geographic areas. Economic data on workforce characteristics mostly came from the Bureau of Labor Statistics (BLS) and Lightcast. Lightcast provides labor market conditions of geographic areas nationwide, including the zip codes that comprise the City of Alpharetta.

## D. DEMOGRAPHIC ANALYSIS

The Demographic Analysis evaluates demographic conditions and trends in the City of Alpharetta and throughout the Four-County Region. The evaluation includes potential impacts to the local economy and community that may shape the City of Alpharetta's future economic development efforts.

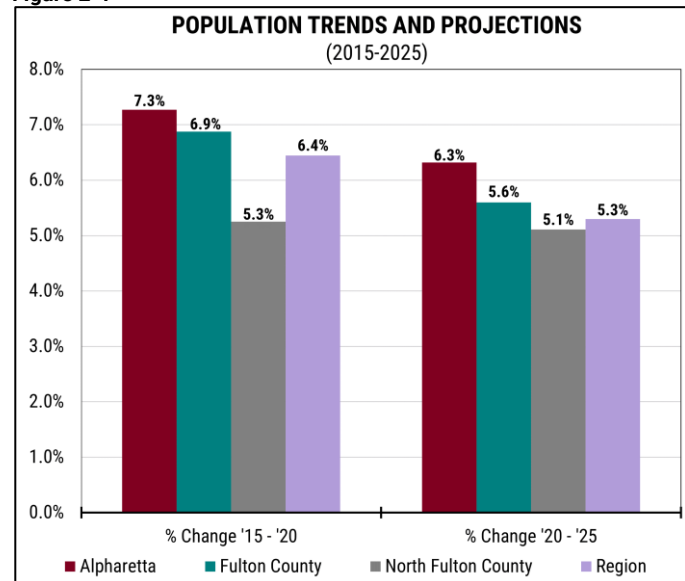
### 1. *Population Trends and Projections*

Atlanta's rapidly expanding marketplace has stimulated significant population growth throughout the Four-County Region. Population growth rates have been lowest in North Fulton County (Figure 2-1). The relatively lower rates are due to the pace of housing construction, slower than in areas outside North Fulton County.

Areas further from Atlanta's urban core, such as Gwinnett County, offer substantial land resources to support residential construction. Closer to Atlanta's urban core, more zoning and land use regulations exist that encourage multifamily construction, delivering more housing units on a per parcel basis. Developers have capitalized on these opportunities, delivering attractive housing options while stimulating higher rates of population growth throughout the Four-County Region.

Most communities throughout North Fulton County have demonstrated resistance to housing development in general, and multifamily development specifically. Fewer housing projects are constructed as a result, limiting the number of people that can move into North Fulton County. While the housing supply is constrained, the cost of living escalates, limiting the availability of housing opportunities for critical segments of North Fulton County's workforce--young professionals and service-based workers. The local supply of workers is therefore vulnerable to decline, discouraging business activities in communities throughout North Fulton County. This includes Alpharetta, which needs to attract more workers as large proportions of the City's population reaches the age of retirement. These pressures largely emanate from Alpharetta's lack of housing price diversity.

Figure 2-1



Source: U.S. Census, Esri, RKG Associates, Inc., 2022



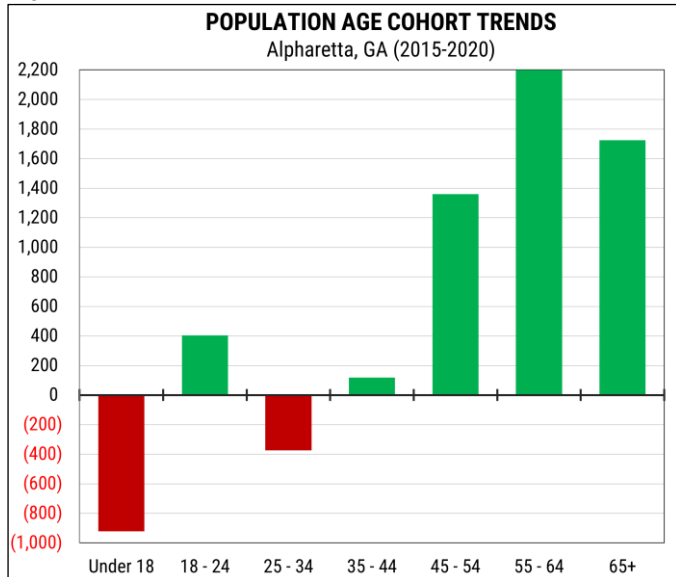
## 2. Population by Age

Between 2015 and 2020, Alpharetta's middle-aged to senior population (Age 45+) underwent rapid expansions while the prime working age population (Ages 25-34) declined (Figure 2-2). These trends can impose long-term economic development challenges, as the City becomes disadvantageous for a business' recruitment efforts. As seniors transition to retirement and fewer workers are available to replace retirees, the City is vulnerable to pervasive labor market shortages. Most of all, among mid-to-upper-level management roles who are credited as the primary decision-makers within a businesses' operations. The declining availability of prime-working age

residents that could assume those supervisory and leadership positions imposes recruitment limitations on local businesses. And therefore, increasing the likelihood of relocating their operations elsewhere; Particularly, to areas that offer greater accessibility to a young talented workforce that can sustain the business' long-term labor needs. In part, this explains why businesses nationwide are expanding their operational footprints in urban centers such as Midtown Atlanta and Sandy Springs. These areas offer a diversity of housing options, including affordable opportunities for young professionals to live and work in the same community.

Few affordable opportunities exist in Alpharetta, which accelerates the decline of the City's prime-working age population; The earning levels of most young professionals are not enough to afford the City's prohibitive housing costs. This forces many young professionals to commute into the City for work, adding pressure to the area's already overburdened traffic patterns. Without an efficient public transportation system and limited housing options, Alpharetta is inaccessible to young professionals. That degree of inaccessibility can reduce the City's attractiveness to workers seeking job opportunities. And therefore, reduce attractiveness to businesses seeking to expand their workforce capacities.

**Figure 2-2**

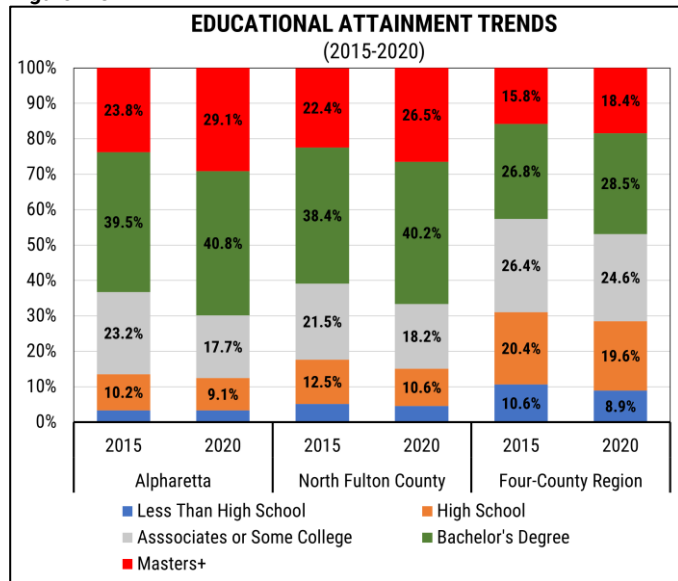


Source: U.S. Census, Esri, RKG Associates, Inc., 2022

### 3. Educational Attainment

Alpharetta is concentrated with highly educated residents. As of 2020, nearly 70% of City residents possess a Bachelor's Degree or higher (Figure 2-3). Alpharetta's high educational attainment levels have fueled job creation among businesses that propel high-value economic expansions. Predominately, concentrated in knowledge-based industries such as Technology and Financial Services. Several technology businesses have located their operations in Alpharetta, capitalizing on the City's availability of talented workers with technical skillsets. Similar jobs have been created locally too. Tech Alpharetta has helped develop multiple entrepreneurial ventures within the City's limits. The creation of jobs in knowledge-based industries has cumulated into a variety of economic development benefits, including increased fiscal spending capacities that can support local services.

**Figure 2-3**



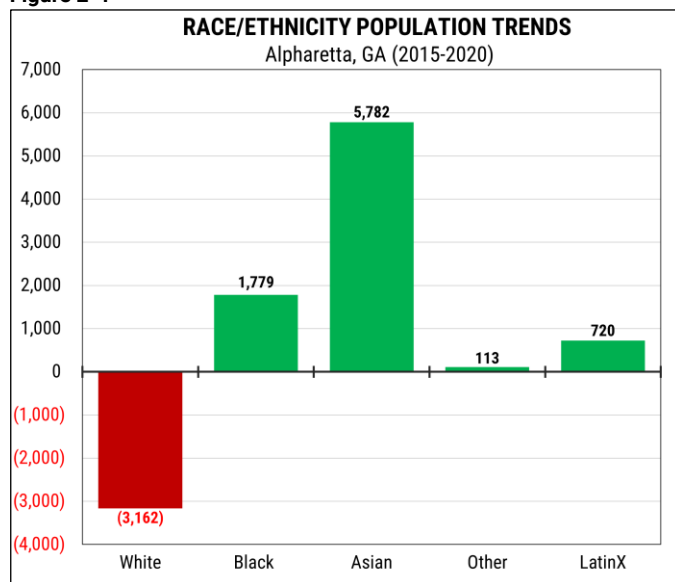
Source: U.S. Census, Esri, RKG Associates, Inc., 2022

While the City's large concentration of highly educated residents helps support job creation in knowledge-based industries, businesses among service-based sectors are more likely to face recruitment and retention challenges. Fewer residents are willingly available to fill roles in community services, retail/hospitality, and restaurants. Restaurant owners have voiced the significant challenge of recruiting sufficient workers. As most service-based workers are unable to afford to live in Alpharetta, they're more likely to seek employment opportunities that offer greater accessibility to their homes. And consequently, imposing risks to sustain Alpharetta's high quality of local services, which are a vital source of attracting corporations to the City. Without enough service-based workers to sustain the quality of the City's lifestyle amenities, corporations may be less inclined to relocate to Alpharetta.

#### 4. Racial-Ethnic Diversity

People of color spearheaded Alpharetta's population growth in the latter half of the previous decade. Between 2015 and 2020, the City's white population experienced a net-loss of 3,162 residents while the non-white population experienced a net gain of nearly 8,394 residents (Figure 2-4). Most of the net-growth is driven by the Black and Asian population. The City's diversifying population can nurture a vital source of job creation. Higher levels of diversity can enhance recruitment efforts for local businesses, appealing to Gen Z's preferences of living and working in dynamic places with greater proportions of racial and ethnic diversity. Attracting this group is critical for sustaining Alpharetta's labor market performance, especially since the City's labor market is weighted towards workers reaching the age of retirement. The additional diversity also lends itself to job creation at the local level—historically, minorities are more likely to jumpstart businesses than the majority population nationwide.

**Figure 2-4**

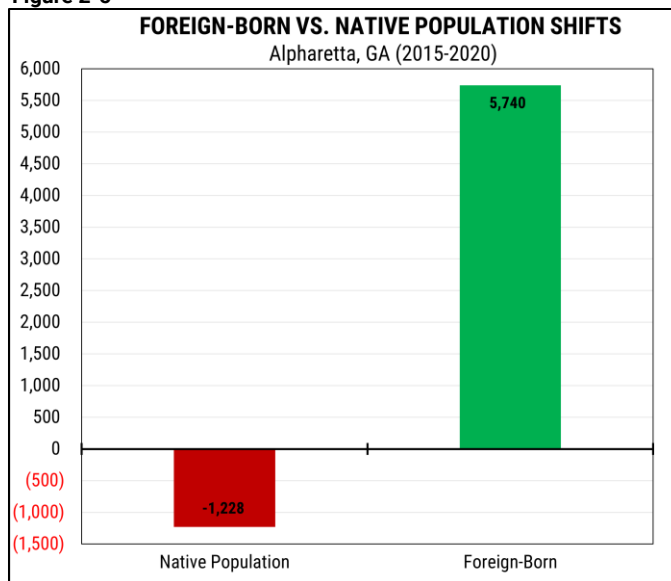


Source: U.S. Census, RKG Associates, Inc., 2022

#### 5. Foreign-Born Population

The foreign-born population has sustained the City's recent economic performance, supporting Alpharetta's positive net-population growth while offsetting losses among the native population (Figure 2-5). Most of the City's population growth comes from Asian nations (e.g., India, China), possessing high levels of educational attainment. Among the roughly 4,700 Asian residents (Age 25+) that moved into Alpharetta between 2015-2020, approximately 85% possess a Bachelor's Degree or Higher (ACS). The influx can provide a strong support system for strengthening the City's economic

**Figure 2-5**



Source: U.S. Census, Esri, RKG Associates, Inc., 2022

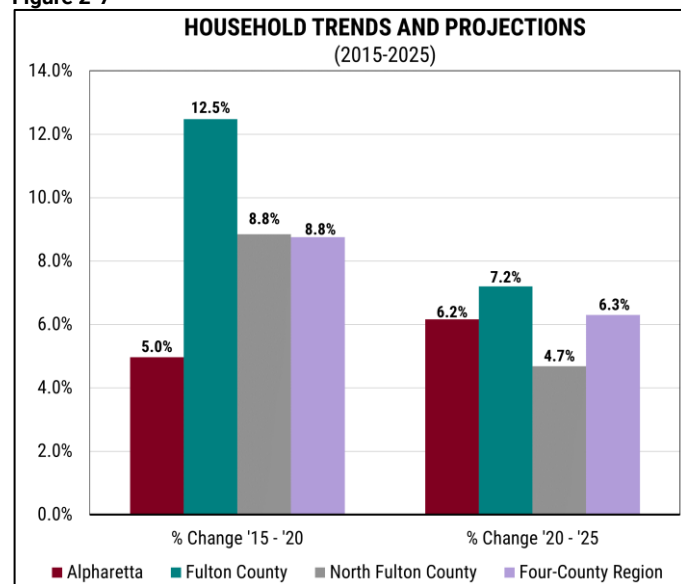
development position. This includes expanding Alpharetta’s presence on a global scale, appealing to a broader international investor community, and enhancing the City’s business recruitment and retention efforts.

The City’s increasing diversity creates a critical economic development asset, helping to alleviate the challenges associated with the City’s struggling labor market. Moreover, a diverse community can help local businesses’ recruitment efforts, as Gen Z-er’s prefer to live and work in places with greater proportions of racial and ethnic variation.

## 6. Households

In Alpharetta, population growth rates exceeded household growth rates between 2015 and 2020. This means the City’s average household size increased, reflecting the types of households moving to Alpharetta; Most notably, families with children and foreign-born households. As of 2020, foreign-born households averaged 3.0 members per household, exceeding the City’s 2020 total average (2.76/household). Many incoming foreign-born households have children. Overall, irrespective of national origin, families with children accounted for a significant proportion of the City’s increase in average household sizes. Their influx can be attributed to Alpharetta’s blend of family-oriented assets, attracted to the City’s high-quality public schools, low crime rates, and evolving entertainment scene (e.g., Avalon).

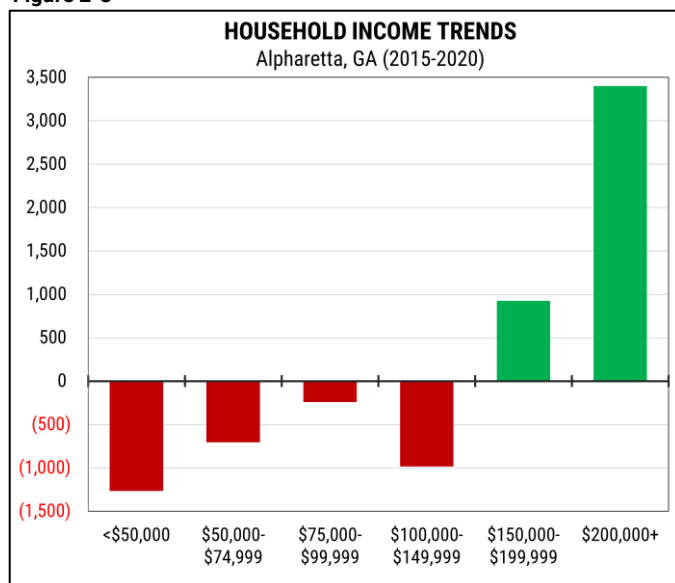
Figure 2-7



The influx of households generates obvious economic benefits to communities. More spending dollars are circulated within a City’s limits and additional sources for fiscal expansions are made available. These benefits compounded in Alpharetta in the latter half of the previous decade. Between 2015 and 2020, all of Alpharetta’s net growth occurred among households earning \$150,000 or more (Figure 2-8). Alpharetta’s abundant stock of high-end ownership housing units absorbed many of these households, translating into notable expansions to the City’s spending capacities. Amidst the influx of these high-income households, a substantial outflow occurred among households earning below \$150,000. These trends raise concerns for Alpharetta’s economic development efforts while illuminating the City’s key limitations towards advancing sustainable and resilient economic growth.

The influx of high-income households and substantial outflow of relatively lower-income households' points to Alpharetta's prohibitive costs-of-living. Households with incomes below \$150,000 correspond to the annual earnings of critical segments within Alpharetta's workforce. That includes entry to mid-level white-collared professionals, most of which do not earn enough to live in Alpharetta. Their inability to afford Alpharetta's living costs largely reflects the City's lack of housing opportunities that correspond to their annual earnings. Therefore, many entry to mid-level professionals are forced to live elsewhere and commute through the region's congested roadways; A stressful experience aggravated by the absence of convenient public transportation options.

Figure 2-8



Source: U.S. Census, Esri, RKG Associates, Inc., 2022

If we learned anything from COVID-19, convenience and accessibility are major employment priorities of young professionals. Many choose to live in urban centers, offering advantages that support these priorities—connectivity, walkability, affordability etc. Nearby business investment follows, locating within proximity to young professionals as a strategic recruitment effort. This is unfolding in areas such as Midtown Atlanta and Sandy Springs. To attract similar business investments, Alpharetta can enhance their built environment with expanded workforce rental options and a better-connected public transportation system. This can culminate in attracting young professionals to the City, while fueling business investments and job creation, a precondition for advancing sustainable and resilient economic growth.

## E. ECONOMIC BASE ANALYSIS

The Economic Base Analysis evaluates Alpharetta’s economic conditions and trends. This includes a discussion on unemployment trends, labor force characteristics, industry compositions, and the City’s position relative to the Four-County Region. The results of the analysis can assist the City of Alpharetta to shape future economic development programs and policies.

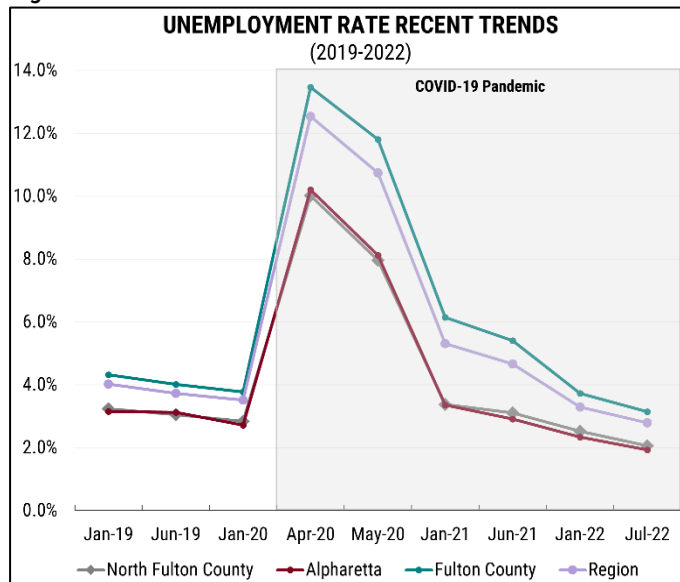
### 1. Unemployment Trends

The COVID-19 pandemic disrupted Alpharetta’s labor market, hovering below 4% prior to the pandemic then spiking to roughly 10% following pandemic-induced social distancing mandates (Figure 2-9). Service-based workers felt these impacts the most, especially those employed in Accommodation and Food Services establishments, which accounted for a net-loss of roughly 3,000 workers in 2020 (Lightcast).

In relation to Alpharetta, service-based industries comprise a larger proportion of workers in Fulton County and the Four-County Region. As a result, Fulton County and the Four-County Region experienced a sharper spike among their respective unemployment rates during the pandemic. Alpharetta’s greater resiliency during the pandemic dovetails the City’s workforce advantages. Compared to Fulton County and the Four-County Region, higher proportions of the City’s workforce are employed in white-collar industries. Many businesses within white-collar industries transitioned to a work-from-home environment. Many white-collar workers retained their jobs during this transition, not accounted for within the City’s unemployment rate.

As the pandemic subsides, unemployment rates have plummeted below pre-pandemic rates. As of July 2022, the City’s unemployment rate is 1.9%, which can be considered unhealthy from a business recruitment and retention perspective. At these levels, minimal workers are available for recruitment. And of those workers available, they’re driving recruitment negotiations, demanding higher wages from businesses desperately seeking to expand their labor capacities. Technology-based businesses, the lifeblood of Alpharetta’s economy, have faced immense recruitment pressures as the pandemic has subsided. Many have been forced to near-shore and off-shore workers.

Figure 2-9

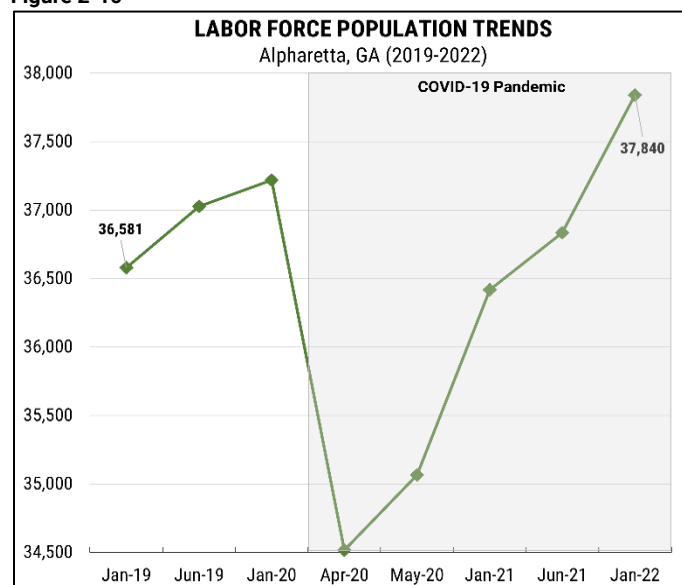


The pandemic has redefined the workplace, as many Alpharetta-based businesses are employing either full or partial virtual-working models. These models translate into fewer workers commuting into Alpharetta, which overtime can reduce their attachment to employment opportunities in the City. Given this possibility, along with increased labor recruitment pressures, workforce retention and expansions becomes increasingly important to stabilize market conditions. The City of Alpharetta must execute a comprehensive approach to do so. This includes enhancing its entrepreneurial infrastructure, facilitating partnerships in-coordination with local educational institutions, and expanding the supply of talent through workforce housing opportunities.

## 2. Labor Force Participation Trends

Trends among the City's labor force population followed a similar narrative to unemployment trends. As the COVID-19 pandemic unfolded, Alpharetta's labor force participation dropped due to social-distancing mandates (Figure 2-10). As mandates were lifted, participation levels became more stable. To sustain an upward trajectory of labor force participation levels will require expanding the City's labor force. Expansions are vital for Alpharetta's long-term economic sustainability and to counteract the waves of conflicting socioeconomic trends. Alpharetta's unemployment rate is at unfavorable levels, large proportions of workers are transitioning to retirement, and critical segments of the workforce live outside the City. Looking into the future, these trends point to a shrinking labor force which can discourage businesses from investing in the City. The City of Alpharetta must consider executing a comprehensive approach to mitigate the potential risks, emphasizing strategies that focus on attracting young professionals and enhancing the accessibility for all workforce segments.

**Figure 2-10**

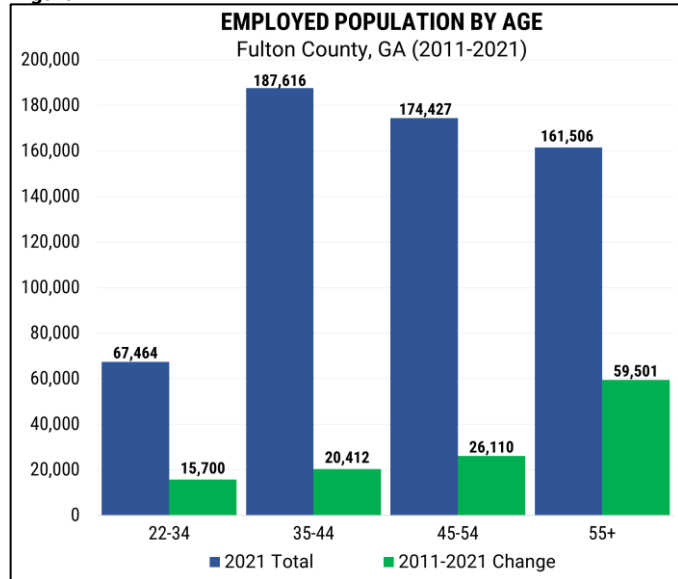




### 3. Employed Population by Age

The baby boomer generation's impact on Fulton County's workforce is evident, as the county's employed population is skewed towards workers aged 45 and older (Figure 2-11). This indicates that many workers are reaching the age of retirement, imposing labor market shortages in the mid-to- long-term. Future labor market shortages galvanize a need to replace those transitioning to retirement. This becomes all the more critical as many impending retirees have developed valuable skill sets and leadership qualities throughout their careers. Businesses will face the challenge of recruiting workers to backfill critical operational roles, responsible for molding strategies, making decisions, and distributing resources effectively and efficiently.

**Figure 2-11**



Source: QWI, RKG Associates, Inc., 2022

Unfortunately for businesses in Fulton County, Gen-Z workers (aged 22-34) represent the smallest share of the county's employment base (Figure 2-11). And among these workers, most live and work in Atlanta. Alpharetta-based businesses are therefore in a worse competitive position for recruitment purposes. To help enhance their competitive position, the City of Alpharetta can execute strategies credited for attracting young talent. That includes expanding the availability of rental units, providing efficient and convenient public transportation, and integrating work-live-play destinations.

### 4. Labor Force Population by Educational Attainment Level

In Fulton County, most job growth occurred among positions that don't require a post-secondary education. Between 2011 and 2021, increases among jobs that don't require a Bachelor's Degree or higher outnumbered jobs that do require a Bachelor's Degree or higher by a ratio of 5:1 (Figure 2-12). The disproportionate ratio underpins the critical mass of workers needed to support the pent-up demand for essential services in Fulton County. Essential services may include restaurant and retail services as well as repair or maintenance services. The pent-up demand is largely attributed to Atlanta's rapidly expanding marketplace and increasing income levels, driving upward shifts in consumption patterns.

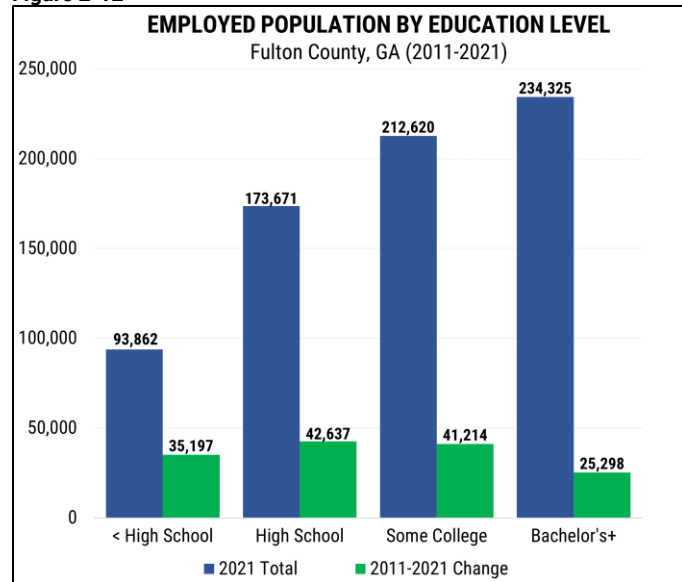


Expansions among service-based jobs correspond with an expanded labor pool, supporting the recruitment efforts for service-based businesses in Fulton County. Service-based businesses in urbanized areas, including Atlanta, are anticipated to benefit the most from the expanded labor pool. Such areas offer advantageous infrastructure that support service-based workers' connectivity and accessibility to job opportunities. In particular, infrastructure that tailors to their limited income levels; Cost-effective public transportation and income-compatible housing options. Without these opportunities, many service-based businesses in Alpharetta will likely continue to face recruitment challenges.

## 5. Industry Analysis

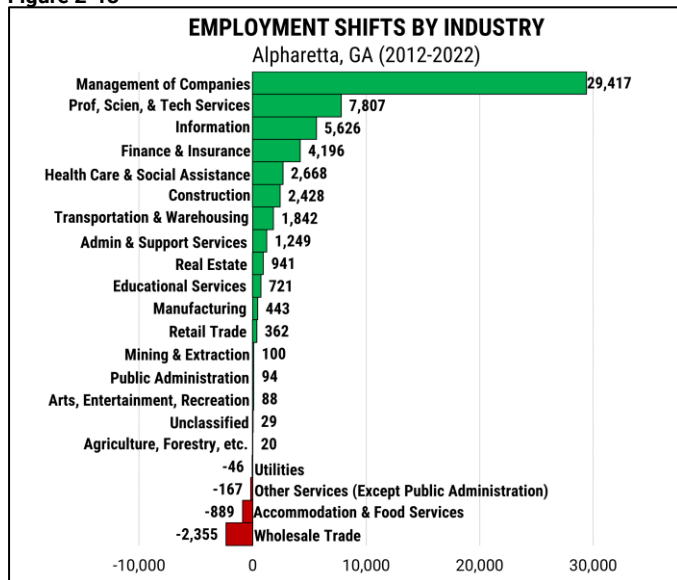
Alpharetta has evolved into a major employment center in North Fulton County. Between 2012 and 2022, nearly 30,000 jobs identified within the 'Management of Companies' industry were added to the City's employment base (Figure 2-13). Industry job growth reflects Alpharetta's mass absorption of corporate operations, expanding their footprint to take advantage of the City's high quality-of-life features and highly skilled workforce. These advantages cater to knowledge-based industries, as many corporate expansions are concentrated around financial services, healthcare, and above all, technology. With good reason, Alpharetta has branded itself as 'Technology City of the South,' hosting more than 600 technology-based businesses and distinct software development clusters in state-of-the-art fields (e.g., FinTech, MedTech).

Figure 2-12



Source: QWI, RKG Associates, Inc., 2022

Figure 2-13



Source: QWI, RKG Associates, Inc., 2022

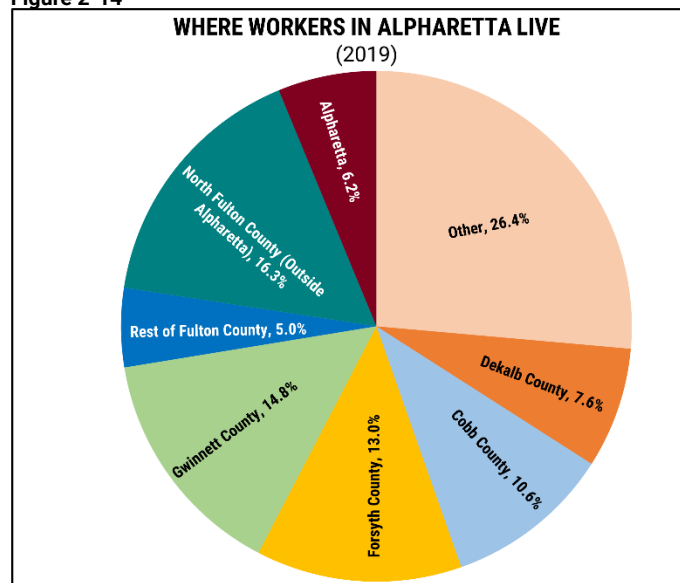
Technology businesses were the clear winners during the COVID-19 pandemic, capitalizing on the heightened demand for digital products and services. As other industries faced employment contractions, shifts to remote-working models allowed technology businesses to sustain jobs and even expand operations. While the pandemic subsides, remote-working models, or at least hybrid working models have become commonplace. And are anticipated to remain well into the future.

Alpharetta's long-term economic prospects may be threatened, especially since technology-based businesses are a core segment of the City's economy. The mass transition to hybrid-work models coincides with fewer workers commuting to the City, a contracted consumer base to support service-based businesses, and reduced demand for office spaces. These adverse impacts, among others, could be accelerated in Alpharetta, as the City falls short on many assets that appeal to the evolving technology-based workforce in the 'New-Age Economy' - income-compatible rental housing, work-live-play destinations, efficient and convenient public transportation.

## 6. Labor Force Mobility Patterns

Most of Alpharetta's workforce live outside the City's limits and even Fulton County. Forsyth County and Gwinnett County represent nearly 30% of in-commuters (Figure 2-14); Both areas offer the ability to secure less-expensive housing outside Alpharetta while accessing high-salary employment opportunities within the City's limits. As a hub for knowledge-based industries (e.g., Technology) and corporate operations, Alpharetta offers abundant employment opportunities that pay high salaries. Many of these salaries are insufficient to afford the City's exorbitant housing costs, however. This is reality for many entry-to-mid young professionals, forced to commute far distances to their place of employment.

Figure 2-14



Source: QWI, RKG Associates, Inc., 2022

The mismatch between housing and jobs dovetails Alpharetta's large proportion of in-commuters. Critical segments of the City's workforce, including young professionals and service-based workers can't afford to live in the City. This helps contribute to widespread traffic congestion, workforce recruitment, and fewer spending sources overtime.

## **F. INSIGHTS & IMPLICATIONS**

Alpharetta is a major employment center in North Fulton County and has transformed into a vibrant technology hub recognized across the country. Corporate expansions have contributed to Alpharetta's success, attracted to the City's high quality-of-life amenities and highly skilled workforce. Evolving socioeconomic trends, including an aging workforce, and declining base of young professionals can impose adverse impacts and threaten the City's long-term economic sustainability. Feasible impacts include labor market shortages, reduced spending capacities, business recruitment challenges. In an effort to counteract these impacts and strengthen its economic resiliency, the City of Alpharetta must consider executing policies and programs that adapt to prevailing market preferences, in particular initiatives that attract young professionals and service-based workers. This will require strengthening the connectivity for the City's workforce, offering accessibility to price-compatible housing opportunities and efficient public transportation options.

# 3 REAL ESTATE MARKET ANALYSIS

## A. INTRODUCTION

Alpharetta's real estate market is predominantly the traditional suburban bedroom community. The City's economic activity centers also reflect more traditional suburban form (e.g., horizontal mixed uses, large surface parking fields...). However, Alpharetta is also equipped with a substantial corporate-scale office inventory that fueled the city's transformation into a major employment hub. While Alpharetta's residential market is expected to remain vigorous, shifting workforce preferences and macroeconomic trends are adversely impacting the vitality of the city's campus-style office market. Above all, the preference to work in walkable destinations abundant with community amenities and services is affecting location decisions of larger corporations. The shifting preference towards working among these destinations has imposed pressures on increasingly outdated forms of commercial developments.

Suburban office parks represent most of Alpharetta's office market and are reporting high vacancy rates. Rates are projected to rise while yielding to workplaces more in character with urban marketplaces, credited for offering better proximity between housing opportunities, at-work amenities, and the office. While the connection between real estate and economic development becomes increasingly stronger, the City of Alpharetta enhancement of the built environment to reflect shifting workplace preferences will benefit long-term office market viability. Consequently, improving their prospects for job creation, business recruitment/retention, and entrepreneurship.

The Real Estate Market Analysis assesses Alpharetta's residential and non-residential marketplace, to understand recent trends, current conditions, and emerging opportunities to assist the City of Alpharetta create policies and programs that bolster their built environment to promote sustainable economic development outcomes.

## B. MAJOR FINDINGS

*Outdated development concepts can threaten business recruitment and retention efforts.* Suburban office parks were regarded as the primary source of the city's transformation into a major employment hub. As workplace preferences shift towards hybrid-work models and employment in vibrant urban areas, the city's office stock increasingly falls out of favor. Consequently, imposing major challenges to recruiting and retaining businesses.

*Mismatch between jobs and housing can affect long-term labor market outcomes.* The city's aging population and declining prime-working age population makes Alpharetta vulnerable to labor market shortages. Many young professionals, essential for sustaining Alpharetta's

long-term labor market performance, are excluded from living in the city due to prohibitive costs-of-living. Minimal housing opportunities are affordable to young professionals, reducing their attractiveness to working in Alpharetta. Additional price-diverse housing options can help attract young professionals while facilitating job creation efforts.

***Scarce development opportunities are readily available.*** Since Alpharetta is largely built out and remaining vacant parcels are limited by zoning regulations, construction activity has been limited. As land prices escalate, developers are forced to construct at higher densities to make projects financially feasible. In particular, mixed-use developments projects credited for enhancing the city’s economic development efforts. Given the limited development conditions, infill and redevelopment strategies have become the best alternative.

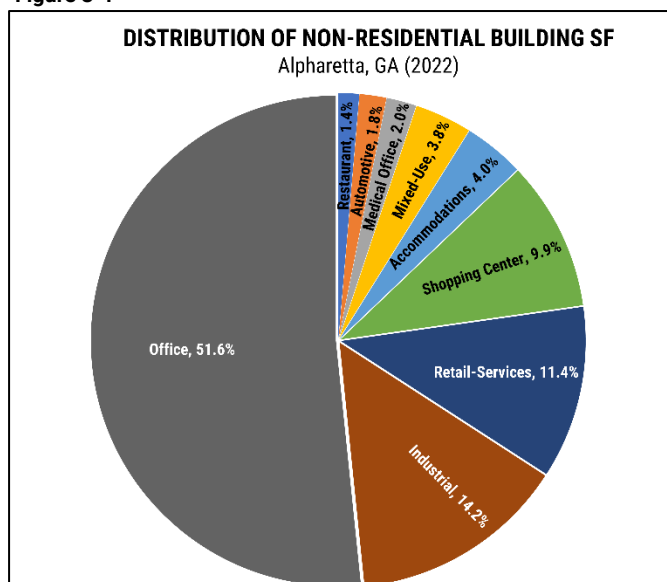
***New work-live-play destinations prove concepts work but benefits can be maximized if made more affordable.*** City Center and Avalon represent ground-breaking concepts for Alpharetta, centralizing live-work-play opportunities. Both prove to be producing successful outcomes, activating street life and pedestrian foot traffic. However, both are strictly designed for high-income households at the detriment of critical segments of Alpharetta’s workforce. This includes young professionals, who thrive in these lifestyle destinations. Expanding work-live-play destinations but integrating more price-diverse housing options can attract young professionals while facilitating the city’s job creation efforts.

## C. DEVELOPMENT TRENDS

### 1. Non-Residential Building Stock

Office uses dominate Alpharetta’s non-residential built spaces, constituting over 50% of the city’s non-residential building square footage (Figure 3-1). Most of the city’s office uses are located in traditional suburban office parks, facilitating Alpharetta’s transformation into a major employment center in the late 1990s. In recent years, suburban office parks have increasingly fallen out of favor as businesses gravitate towards urban centers to gain better access to a young-talented workforce. This is largely due to young professionals’ lifestyle preferences, many of whom prefer to live and work in areas that offer convenient access to amenities and services. These preferences conflict with

Figure 3-1



Source: City of Alpharetta, RKG Associates, Inc., 2022

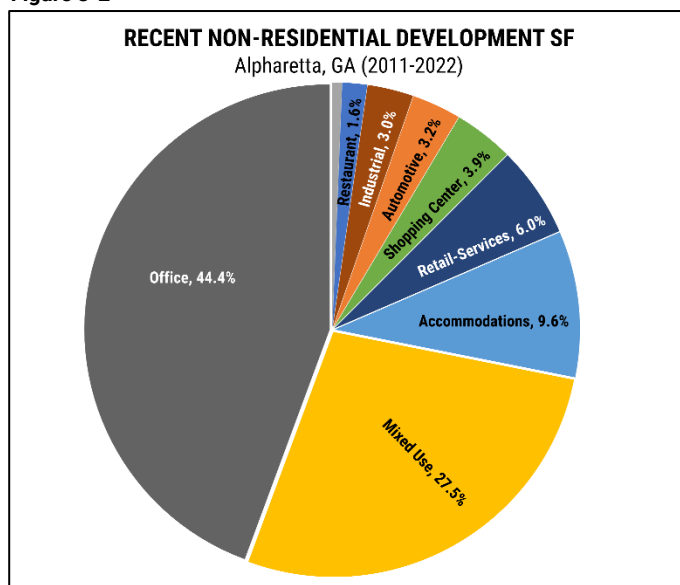
the prototypical suburban office park model, which typically requires workers to drive to their place of employment. Trends suggest many young professionals prefer to ride public transportation, walk, or even bike to their place of employment.

While the suburban office park concept is losing favor as a preferred employment destination, much of the city's existing inventory offers opportunities to be reimagined in support of prevailing market trends. In particular, redeveloping or converting campus-style office parks with high vacancies into work-live-play activity centers; ideally, a combination of apartments, retail establishments, and office spaces formulated in an accessible and walkable environment. These types of activity centers can help Alpharetta attract young professionals, whose residential population in the city continues to decline. In addition to suburban office parks, underutilized shopping centers are ripe for conversions into work-live-play activity centers. This includes the North Point Mall, which continues to decrease in economic and social value.

## 2. Recent Non-Residential Building Activities

The total non-residential building square footage developed since 2011 represents approximately 14% of all non-residential development within the city's limits. Among non-residential buildings developed since 2011, nearly 70% were built between 2016 and 2022. Mixed-use projects constituted a substantial share of non-residential development since 2011 (Figure 3-2), with most occurring in the middle of the previous decade. Consumer preferences for walkable activity centers fueled the construction of notable projects like City Center and Avalon. Both have catalyzed numerous economic benefits for Alpharetta, strengthening the city's commercial marketplace, facilitating business recruitment efforts, and creating a vibrant communal destination for residents. Permitting expansions of mixed-use destinations can benefit's Alpharetta economic development efforts overtime, enhancing job creation and business recruitment.

Figure 3-2



Source: City of Alpharetta, RKG Associates, Inc., 2022

## 3. Land Use Efficiencies

Successful work-live-play activity centers are designed to be human-centric, offering convenient accessibility to employment opportunities and community-based amenities. Convenient

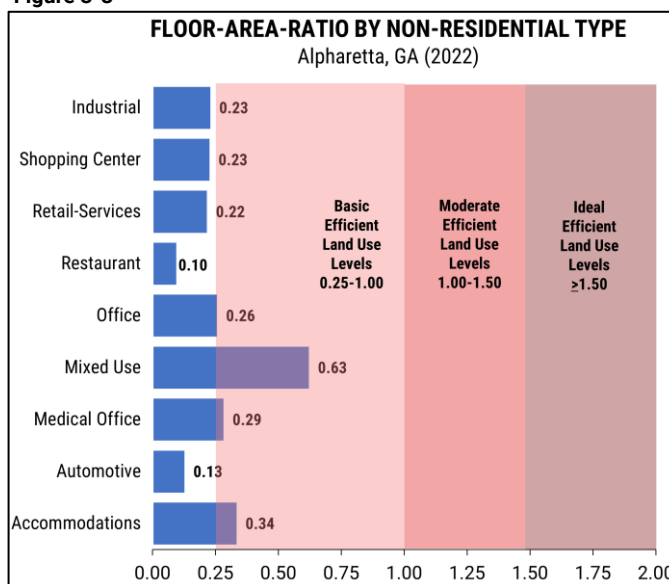
accessibility is synonymous with high-walkability levels, instrumental to the success of areas like City Center and the Avalon. Both areas are pedestrian-scale, offering walkability to retailers, restaurants, and office spaces. Consequently, catering to prevailing market preferences while attracting households and businesses. Other areas of Alpharetta are capable of absorbing further expansions of human-centric development patterns but embracing higher developmental densities will be required.

In contrast to most major employment centers, Alpharetta's sparse development patterns reflect a typical suburban community. A distinguishing feature is the city's low Floor-Area-Ratios (FAR) for most commercial building types. The FAR measures the density of developed parcels in square feet, or the floor size of the building in relation to the size of the parcel upon which it was built. Most commercial building types in Alpharetta reported FARs well below 1.00 (Figure 3-3), configuring a built environment that promotes driving while discouraging walkability and connectivity. Mixed use buildings are the only commercial building type that reported FARs above

1.00, manifested in activity-dense structures such as those exhibited along Commerce Street in Downtown Alpharetta; A tremendous display of planning that appeals to the tastes and preferences of young professionals and service-based businesses.

A major barrier to increasing density levels in Alpharetta is the city's restrictive zoning and land use regulations which limit infill development opportunities. These restrictions are largely intended to safeguard the character and identity of residential subdivisions; A priority shared among many active community members that can undermine the city's economic development efforts. Easing restrictions can facilitate investment activities that strengthen the city's job creation efforts. This can be targeted in commercial-intensive areas separated from residential subdivisions (e.g., Northpoint area), balancing the city's objectives of sustaining long-term economic growth without impacting community character.

Figure 3-3



Source: City of Alpharetta, RKG Associates, Inc., 2022

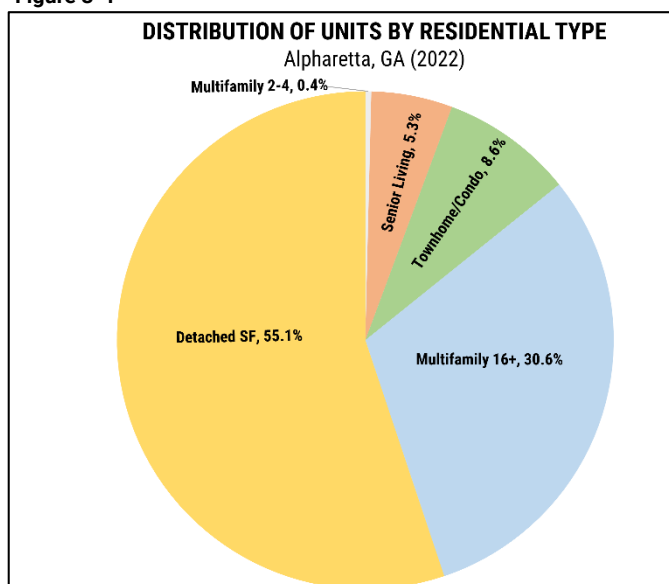


#### 4. Residential Building Stock

Most housing units in Alpharetta are single-family detached homes, consuming over half of the city's residential building stock (Figure 3-4). The imbalance of single-family detached homes corresponds to the city's preferential treatment towards homeownership, satisfying a long-standing community convention to preserve Alpharetta's suburban design and character. In fact, a salient policy included in the city's most recent comprehensive plan is ensuring Alpharetta's housing stock maintains a ratio of 68% owner-occupied units to 32% rental units (Horizon 2040). While fewer multifamily rental units are constructed and market demand increases, rental prices escalate which strains the affordability levels of existing rental households. This is an existing challenge in Alpharetta, as severe supply shortages impact the city's rental households at the lowest- and highest-income levels (Figure 3-5). Many are therefore excluded from living in Alpharetta, forced to seek housing opportunities elsewhere.

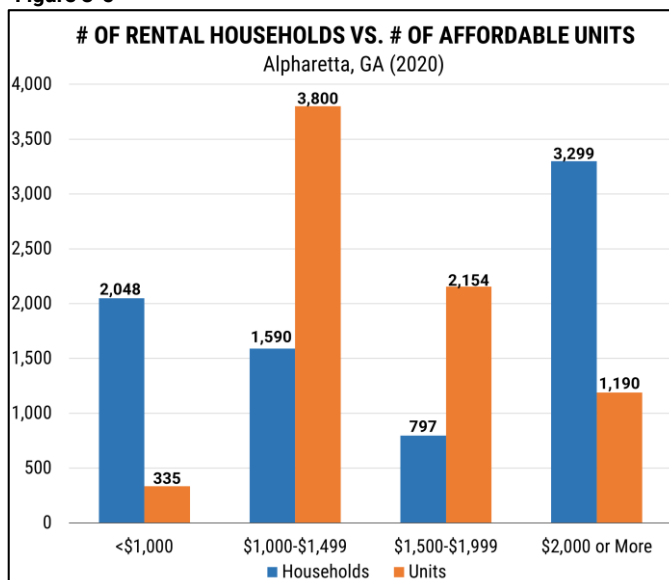
Among rental households that can't afford to live in Alpharetta, many represent critical segments of the city's workforce. In particular, service-based workers and even entry-to-mid-level white-collar workers. While most workers can't live locally, many are subjected to commuting into the city, increasing traffic congestion on Alpharetta's already overburdened roadways. Longer commute times and psychological stress follow, pressing many workers to seek job opportunities that offer greater accessibility and proximity to their places of employment. Such opportunities play to the prevailing market preferences of young-educated professionals while reducing the attractiveness of working in Alpharetta. Without the

Figure 3-4



Source: City of Alpharetta, RKG Associates, Inc., 2022

Figure 3-5



Source: U.S. Census, RKG Associates, Inc., 2022



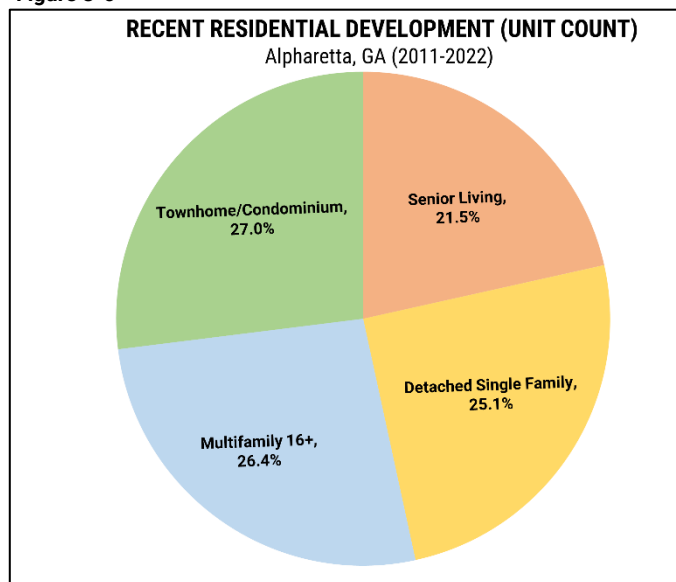
infrastructure that attracts young-educated professionals—price diverse rental options and public transportation—Alpharetta’s aging labor market becomes all the more vulnerable to shortages in the long-term. And as a result, exposing the city’s economic development efforts to adverse conditions. A smaller labor pool increases the challenge of recruiting and retaining businesses, reduces entrepreneurial ventures, and decreases overall spending capacities.

##### 5. Recent Residential Building Activities

Housing has served as a major protagonist within Alpharetta’s economic development narrative. The city’s abundance of high-end homes appeals to c-suite executives, attracting many to locate their business operations in Alpharetta. The city’s abundance of homeownership opportunities appeals to families, attracting many to nurture children in a safe community with accessibility to high-quality schools. The benefits to Alpharetta’s economic base are irrefutable, as the city’s absorption of businesses and households have culminated in rapid job and fiscal expansions.

Recent residential construction activities have continued the city’s economic development narrative, although, through a different approach. Contrary to historical development trends, residential construction was more balanced across development typologies. Rather than limited to detached single family homes, multifamily units constituted a greater share of residential construction activities in the previous decade (Figure 3-6). Most multifamily construction was integrated with groundbreaking mixed-use projects such as Avalon and City Center. Both projects reflect the ideals of a modern-living environment, offering living opportunities within walking distance to jobs, services, and community-based amenities. These types of dynamic and compact environments are credited for attracting young-education professionals. And rental units in general, are credited for attracting service-based workers. Avalon and City Center are not designed to do so, however.

Figure 3-6



Source: City of Alpharetta, RKG Associates, Inc., 2022

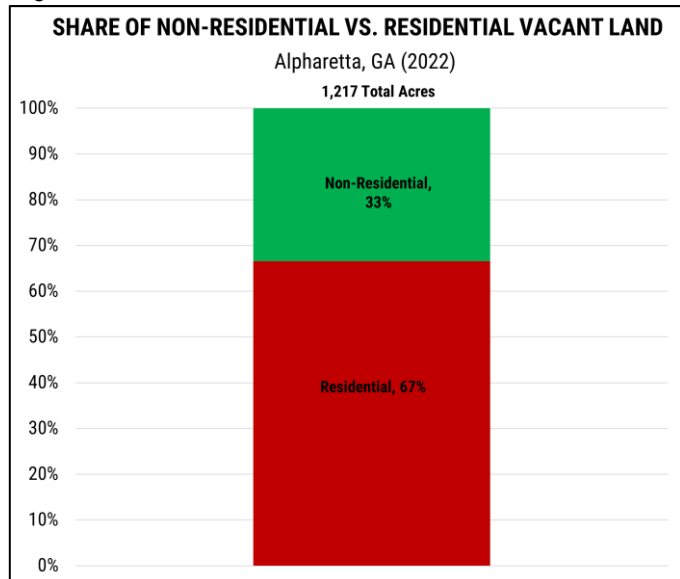
Recently constructed owner-occupied homes in proximity to these projects are averaging \$700,00 or more while rental-occupied units are priced at \$2,000 or more. The expansion of high-end housing options, although multifamily units were incorporated into the residential landscape, is expected to continue the city’s economic development narrative; Particularly, attracting high-income households. This isn’t considered a bad thing. However, excluding housing to the

highest-income households can make the city vulnerable to economic development challenges overtime; Ultimately, challenges related to workforce and business recruitment.

## 6. Developable Land Opportunities

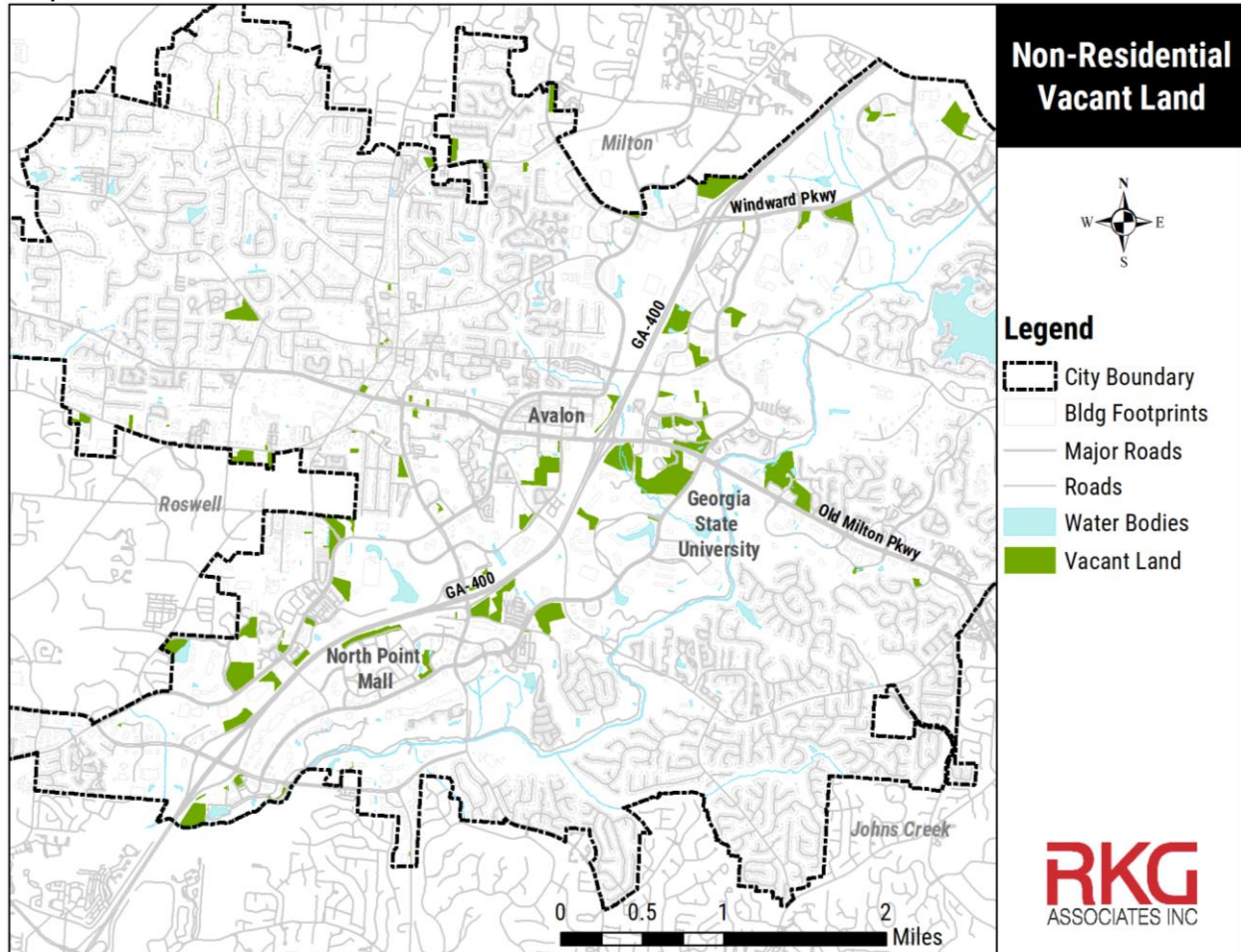
Map 3-1 illustrates the city's minimal availability of non-residential vacant land that could be used for development opportunities. Alpharetta is largely built out, and most remaining vacant land is restricted to residential development (Figure 3-7). The lack of vacant land available to non-residential development opportunities contribute to the city's escalating land prices, which demand developers to construct higher density projects to justify the increased costs of construction. Rising construction costs and limited vacant land availability suggests a critical need to permit higher densities in the city's primary commercial activity areas. In particular, targeting infill and redevelopment opportunities on underutilized suburban office parks and shopping malls. The approach to future development opportunities should consider prevailing labor market preferences; Particularly, mixed-use developments that encourage walkability, accessibility, and connectivity.

Figure 3-7



Source: City of Alpharetta, RKG Associates, Inc., 2022

Map 3-1



Source: City of Alpharetta, RKG Associates, Inc., 2022

## D. COMMERCIAL REAL ESTATE MARKET ANALYSIS

REIS, a commercial real estate analytics firm, produces key commercial market indicators of geographic areas nationwide; including distinct submarkets throughout metro Atlanta. Alpharetta's commercial markets (office, retail, industrial) are represented in submarkets delineated by REIS. The following sections evaluate these submarkets while providing insights into market performance in the City of Alpharetta. Maps 3-3 through 3-5 at the end of this chapter illustrate the submarkets under analysis.

### 1. Office Market

The Roswell/Alpharetta submarket represents the northernmost stretches of metro Atlanta's broader office marketplace, incorporating portions of Johns Creek, Forsythe County, and Roswell. In wake of Atlanta's rapidly expanding marketplace, Alpharetta/Roswell absorbed a tsunami of corporations and professional-services businesses, attracted to the submarket's extensive stock of suburban office parks; a long-standing development trend that catered to the workplace preferences of the time. The suburban office park can offer abundant parking spaces, efficient commutes, and proximity to the home addresses of c-suite executives. Times have changed, however, as the suburban office park concept increasingly falls out of favor. The value of location and a sense of destination has upended this concept, contributing to Alpharetta/Roswell's high vacancy rates; nearly 1/4th of its office stock is unoccupied as of 2022 (Figure 3-8). That's 3.8 million square feet, a vast display of unused workspaces and underutilized economic activity. Employees, especially among the millennial population and rapidly expanding Gen-Z generation, increasingly prefer workspaces near public transportation integrated within vibrant work-live-play-destinations.

These shifting preferences offer justification for Alpharetta/Roswell's high vacancy rates. Most of the submarket's office spaces are located in isolated areas without convenient accessibility to public transportation options and social amenities. Workers are forced to commute through metro Atlanta's unforgiving traffic conditions while increasing their likelihood of developing an unhealthy work-life balance. A standard 40-hour work week in addition to a long and unpredictable commute leaves substantially less time and energy for activities outside the workplace; an employment situation that many young professionals are prone to avoid in

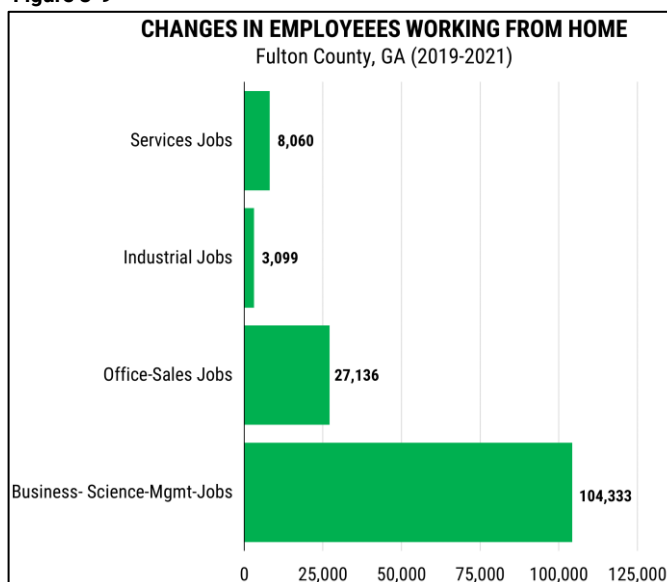
Figure 3-8

| Roswell/Alpharetta Office Submarket |                 |                                                                                       |
|-------------------------------------|-----------------|---------------------------------------------------------------------------------------|
| 2022 Q2 Metrics:                    |                 | Outlook                                                                               |
| Total Square Footage:               | 16.1 Million SF |  |
| Total Vacancy Rate:                 | 23.4%           |  |
| 'Class A' Vacancy Rate:             | 21.6%           |  |
| Total Net Absorption:               | -290,000 SF     |  |

Source: REIS, RKG Associates, Inc., 2022

favor of working in urban areas designed to offer a better work-life balance. Many reside in urban areas, taking advantage of the enhanced proximity to jobs, services, and social opportunities while improving their quality-of-life standards. As the competition for young talent tightens, businesses increasingly locate nearby to strengthen their workforce recruitment and retention outcomes. And so, expanding their office footprints in places like Midtown Atlanta. The evolving preference among workers, to capture greater accessibility to their place of employment, was especially accelerated during the COVID-19 pandemic. To comply with social-distancing restrictions, most white-collar businesses transitioned to a work-from-home model. Between 2019 and 2021, substantial expansions occurred among Fulton County's workforce that worked from home (Figure 3-9). While social-distancing restrictions have been lifted, working from home has remained a popular workplace model in Fulton County. Or rather, hybrid-work models at the very least.

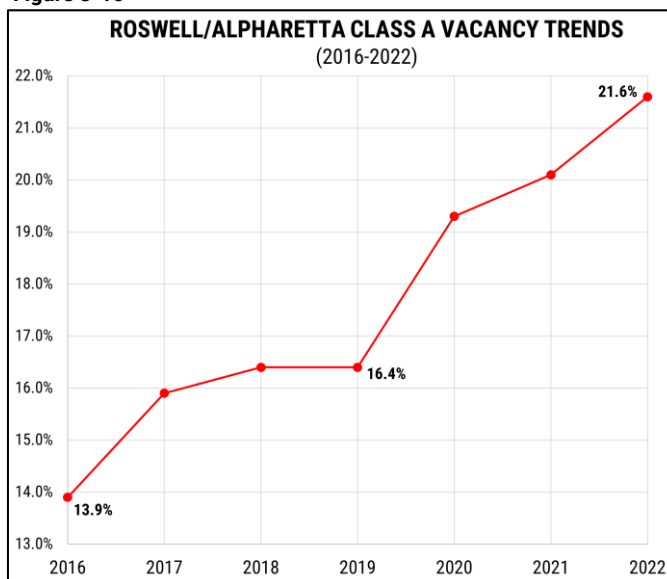
Figure 3-9



Source: REIS, RKG Associates, Inc., 2022

These models are expected to remain, prompting many white-collar white businesses to reevaluate their unused workspaces or downsize their spaces. Technology-based businesses, Alpharetta's primary economic base, are credited for spearheading this transition. As leases expire, many are vulnerable to discontinuing their leases at existing spaces; Particularly, those operating out of 'oversized' spaces represented in Alpharetta's excessive supply of suburban office parks. While businesses are prone to downsize their physical footprint due to hybrid-work models and attraction towards urban environments, vacancies are projected to increase among the city's office market. That even includes buildings recognized for their high-quality design standards. Class A office spaces report vacancies above 20% (Figure 3-10),

Figure 3-10

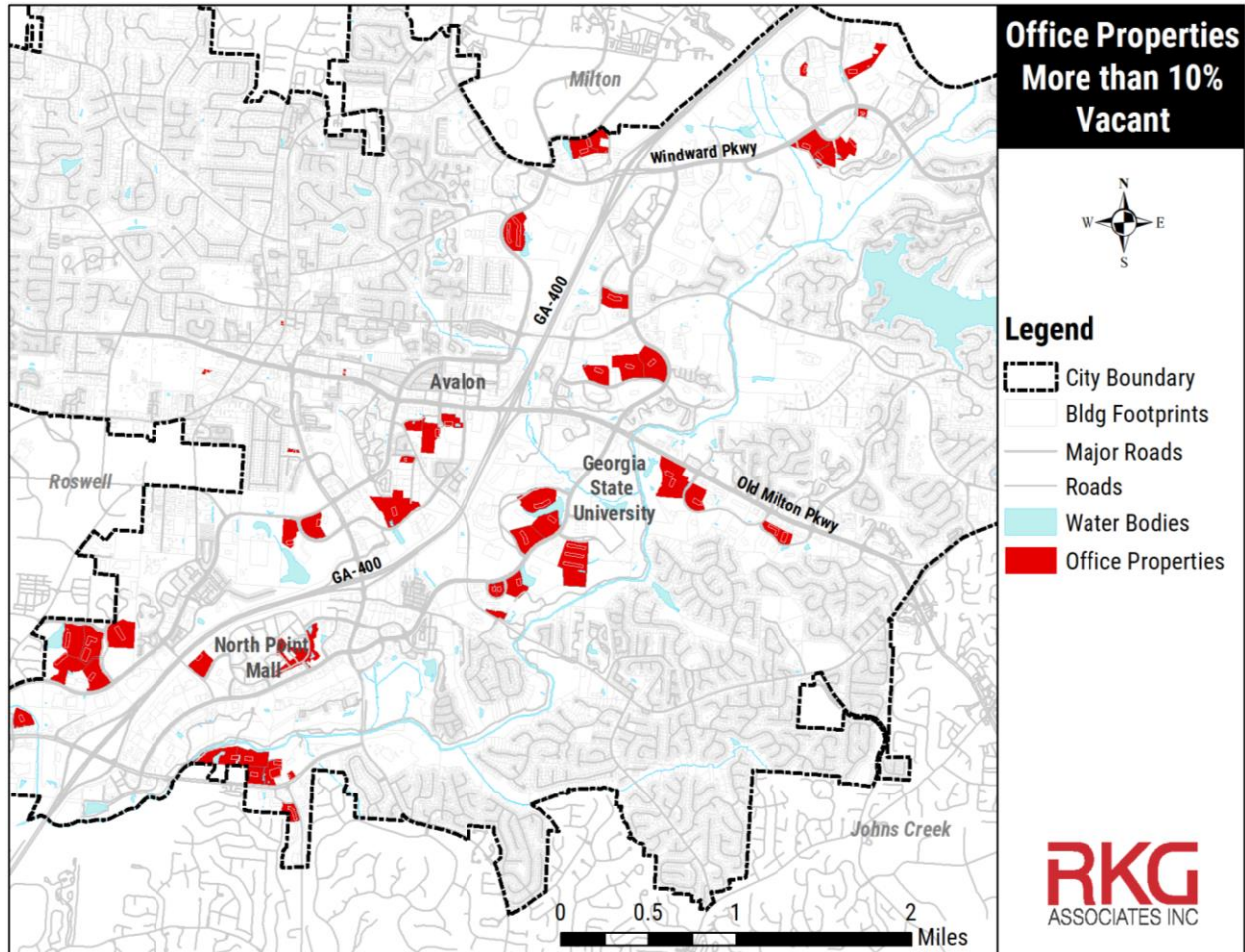


Source: REIS, RKG Associates, Inc., 2022



reinforcing how the value of location exceeds and level of accessibility to services exceeds the value of construction quality in today's marketplace. As suburban office markets like Alpharetta struggle to retain tenants, many property owners are urged to reconsider their long-term investment prospects. Some have answered through expanding lifestyle amenities on their properties, as office parks like The Edison and The Sanctuary seek to attract workers back to the office. These interventions may be insufficient, however--large quantities of The Sanctuary remain vacant as the office park is situated far away from housing opportunities designed for entry-to-mid-level professionals.

Map 3-2



Source: REIS, RKG Associates, Inc., 2022

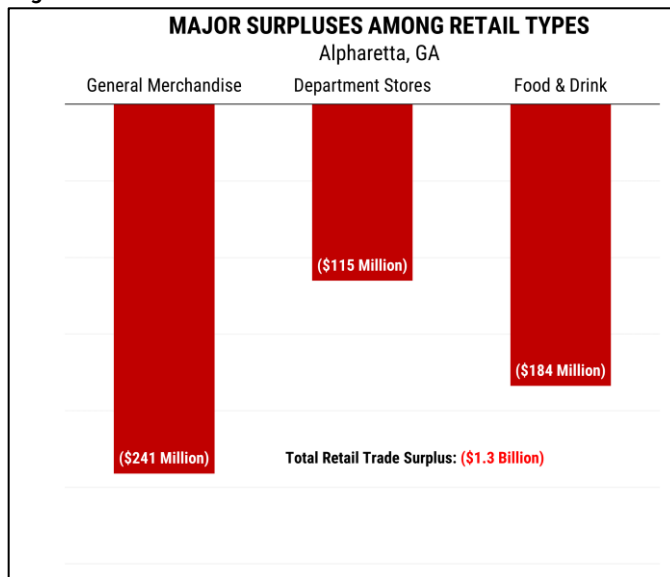
In an effort to reverse the trend of rising vacancies across Alpharetta's office market, the city must execute a comprehensive approach designed to match prevailing workplace preferences. Above all, localizing town-center style developments with price-diverse housing opportunities, access to public transportation, and co-working spaces. Underutilized suburban office parks with high vacancies (Map 3-2) are viable to support these developments through a collection of infill and/or redevelopment strategies. The results of these efforts can help strengthen Alpharetta's economic development position by attracting young professionals to replace an aging workforce, expand the labor pool for existing businesses, and sustain the city's fiscal base for supporting local services.

## 2. Retail Market

As a major employment hub for commuters, Alpharetta has developed into a regional shopping destination for north metro Atlanta. Daily workforce commuters more than double Alpharetta's daytime population, escalating the city's daily consumer base while driving revenue streams across major retail types. Food services and drinking places report large surpluses (Figure 3-11), as drive-in retailers attract commuters along the city's major north-south and east-west thoroughfares. While commuting patterns are vulnerable to decline due to hybrid-work models, Alpharetta's retail market is susceptible to decreased consumer activity. Suburban retail outlets already face market threats, as the demand for online shopping (ecommerce) continues to increase; A regional trend that satisfies consumer preferences for convenient and accessible purchases. The popularity of ecommerce has undermined the performance of suburban-dominated retail markets, including the Sandy Springs/North Fulton submarket where inventories have declined and vacancy rates remain high (Figure 3-12). The City of Alpharetta, a retail hotspot within the Sandy Springs/North Fulton submarket, has launched synergistic approaches that can enhance the performance of traditional brick and mortar establishments.

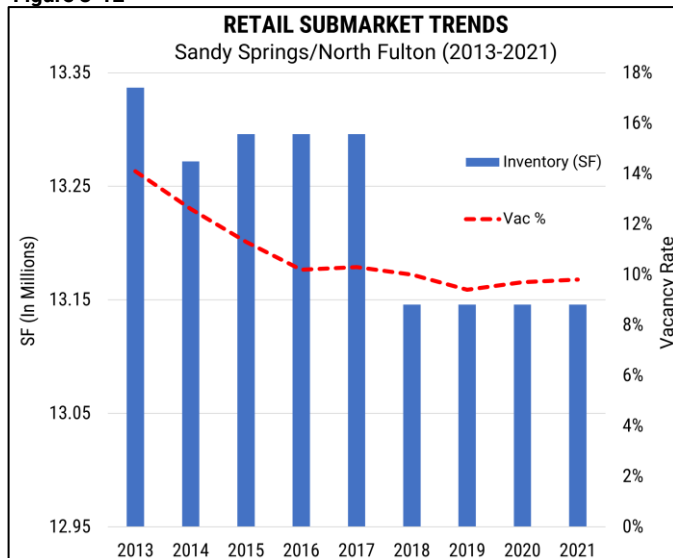
City Center and Avalon represent ground-breaking projects that split from the city's long-standing approach to retail; automobile-oriented developments such as shopping malls

Figure 3-11



Source: REIS, RKG Associates, Inc., 2022

Figure 3-12



Source: REIS, RKG Associates, Inc., 2022

and single-anchor neighborhood centers. Retailers throughout both projects capitalize off the synergies of nearby housing and offices, attracting consumers due to their presence in walkable-accessible locations. Branded as live-work-play destinations, City Center and Avalon are credited for activating street life and pedestrian traffic beyond standard business hours. Therefore, enabling stores and restaurants to capture revenue streams beyond the city's daytime population. These types of developments have gained favor in retail marketplaces, tempering the adverse impacts of ecommerce and declining commuting patterns. Meanwhile, threatening the economic vitality of former bustling retail outlets such as shopping malls.

Figure 3-13

| Sandy Springs/North Fulton Submarket |                 |                                                                                     |
|--------------------------------------|-----------------|-------------------------------------------------------------------------------------|
| 2022 Q2 Metrics:                     |                 | Outlook                                                                             |
| Total Square Footage:                | 13.2 Million SF |  |
| Net Absorption:                      | 3,000 SF        |  |
| Vacancy Rate:                        | 9.8%            |  |
| Asking Rent-\$/SF:                   | \$21.7          |  |

Source: REIS, RKG Associates, Inc., 2022

That includes the North Point Mall, a former bustling retail outlet for shoppers in metro Atlanta. In wake of shifting consumer preferences, the mall has been in decline while exhausting a potential source for economic development. Revitalization efforts have generated interest from the development community, submitting proposals that model the ideals of a work-live-play destination. And therefore, enhance the performance of nearby retailers. Policymakers have struggled to embrace such proposals, fearing that additional multifamily units may disrupt competing community objectives. As the connection between retail performance and housing strengthens, embracing work-live-play destinations becomes more critical. Not only for retailers but for the city's long-term sustainability, as these destinations have become essential for job creation in the New-Age Economy.

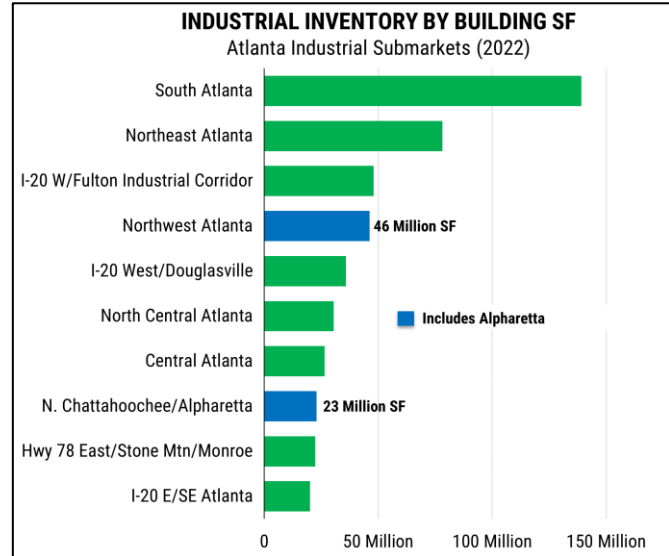
### 3. Industrial Market

Prototypical industrial development—noxious processing plants and spacious warehouse facilities—are unlikely to materialize in Alpharetta or be a feasible source for job creation in the city. Limited vacant parcels are available to support construction activities and operations can undermine the city's quality-of-life. Moreover, while the region is a global supply-chain leader, other areas of metro Atlanta offer cost-effective alternatives. For instance, the South Atlanta submarket's substantial inventory is credited to its intersection with three interstates and proximity to Hartsfield-Jackson Atlanta International Airport. These locational conditions appeal to production-based operations, attracted to the advantageous cost-efficiencies. Ultimately, these advantages enabled the South Atlanta submarket to capture the most industrial development inventory in the broader metro Atlanta industrial market (Figure 3-14).



Alpharetta is divided into two of metro Atlanta’s submarkets, North Chattahoochee/Alpharetta, and Northwest (Figure 3-15). The city’s representation is minimal in both submarkets, mostly comprised of Flex/R&D spaces and storage facilities. The former benefit city-area businesses with generally lower lease rates than traditional office buildings; Whereas the latter benefit city-area households, allowing high-income households units to store excess property. In contrast to Flex/R&D spaces, storage facilities consume substantially more land resources while generating fewer jobs. As job creation remains an incentive for the City of Alpharetta and development opportunities are scarce, storage facility expansions can create obstacles.

Figure 3-14



Source: REIS, RKG Associates, Inc., 2022

Accounting for the city’s scarce development resources, skilled-technical workforce, and thirst for job creation, targeting investments towards scaled-down R&D facilities appears to be strategic. However, like recent innovative retail investments, it must be synergistic; Providing the ingredients enables micro-R&D facilities to thrive, integrated with housing and lifestyle amenities. Otherwise coined as live-work-create destinations. Urban areas are recognized for these investments, as makerspaces and micro-labs are popping up around mixed-use development centers. Underutilized commerce parks and commercial areas in Alpharetta are prime candidates to support these investments through infill and redevelopment opportunities.

Figure 3-15

| N. Chattahoochee/Alpharetta Industrial Submarket |         | Northwest Industrial Submarket          |         |
|--------------------------------------------------|---------|-----------------------------------------|---------|
| 2022 Q2 Metrics:                                 | Outlook | 2022 Q2 Metrics:                        | Outlook |
| Total Square Footage: 21.8 Million SF            | ↑       | Total Square Footage: 46.2 Million SF   | ↑       |
| Net Absorption**: 380,000 SF                     | ↑       | Net Absorption**: 3.6 Million SF        | ↑       |
| Warehouse Vacancy Rate: 4.3%                     | ↓       | Warehouse Vacancy Rate: 9.6%            | ↓       |
| Construction Activity**: 425,000 SF              | ↑       | Construction Activity**: 2.7 Million SF | ↑       |

Source: REIS, RKG Associates, Inc., 2022

And consequently, localize spaces within live-work-create destinations that support cottage manufacturers, promote entrepreneurship, and foster innovation.

## **E. INSIGHTS & IMPLICATIONS**

Shifts in workplace preferences, changes in consumer tastes, and outdated development patterns threaten Alpharetta's long-term economic sustainability. Neglecting to embrace these evolving market conditions can obstruct the city's job creation efforts, which becomes all the more important in face of disruptive socioeconomic forces; an aging population and declining Gen-Z population. Additional improvements to Alpharetta's built environment, that enhance walkability and accessibility can strengthen local labor market outcomes. The city can still retain its community character and identity without undermining economic development interests. It will involve greater flexibility towards density, concentrating work-live-play/create development opportunities in areas that 'make sense.' In particular, buffered away from residential subdivisions (e.g., North Point Mall). Above all, such opportunities must integrate key synergies to maximize economic development benefits: accessibility to public transportation, increased densities for enhanced walkability, and price-diverse housing options near key services/lifestyle amenities.

Map 3-3- Atlanta Metro Office Submarkets



Source: REIS, RKG Associates, Inc., 2022

A map of the Atlanta metropolitan area and surrounding regions in Georgia. The map highlights several counties in different shades of green and blue. Major cities and towns are labeled, including Atlanta, Marietta, Kennesaw, Alpharetta, Sandy Springs, North Fulton, Duluth, Norcross, Lawrenceville, Loganville, Conyers, Covington, Rutledge, Madison, Shady Dale, Monticello, Flovilla, Jackson, Griffin, Senoia, Peachtree City, Fayetteville, McDonough, Newnan, Carrollton, Douglasville, Austell, Rockmart, Canton, Cumming, Flowery Branch, Braselton, Jefferson, Gainesville, Adairsville, Cartersville, and Hogansville. Major interstate highways (I-75, I-85, I-20, I-95) and state routes (GA-411, GA-20, GA-19, GA-285, GA-28, GA-78, GA-29, GA-76, GA-54, GA-100, GA-23, GA-51, GA-441, GA-53, GA-129, GA-27, GA-5, GA-34, GA-54, GA-100, GA-23) are shown as red and blue lines. The map also shows various smaller roads and geographical features like water bodies.

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A map of the Atlanta Metropolitan Area, Georgia, illustrating various submarkets. The map is color-coded: light green for the Northwest Submarket, light blue for the N. Chattahoochee/Alpharetta submarket, and light purple for the Marietta submarket. The central area is labeled 'Atlanta'. Major highways are shown with their route numbers (e.g., I-75, I-85, I-285, I-20, I-477, US-41, US-29, US-78, US-129, US-140, US-19, US-51, US-54, US-58, US-60, US-70, US-76, US-80, US-82, US-84, US-86, US-88, US-90, US-92, US-94, US-96, US-98, US-100, US-102, US-104, US-106, US-108, US-110, US-112, US-114, US-116, US-118, US-120, US-122, US-124, US-126, US-128, US-130, US-132, US-134, US-136, US-138, US-140, US-142, US-144, US-146, US-148, US-150, US-152, US-154, US-156, US-158, US-160, US-162, US-164, US-166, US-168, US-170, US-172, US-174, US-176, US-178, US-180, US-182, US-184, US-186, US-188, US-190, US-192, US-194, US-196, US-198, US-200, US-202, US-204, US-206, US-208, US-210, US-212, US-214, US-216, US-218, US-220, US-222, US-224, US-226, US-228, US-230, US-232, US-234, US-236, US-238, US-240, US-242, US-244, US-246, US-248, US-250, US-252, US-254, US-256, US-258, US-260, US-262, US-264, US-266, US-268, US-270, US-272, US-274, US-276, US-278, US-280, US-282, US-284, US-286, 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US-1034, US-1036, US-1038, US-1040, US-1042, US-1044, US-1046, US-1048, US-1050, US-1052, US-1054, US-1056, US-1058, US-1060, US-1062, US-1064, US-1066, US-1068, US-1070, US-1072, US-1074, US-1076, US-1078, US-1080, US-1082, US-1084, US-1086, US-1088, US-1090, US-1092, US-1094, US-1096, US-1098, US-1100, US-1102, US-1104, US-1106, US-1108, US-1110, US-1112, US-1114, US-1116, US-1118, US-1120, US-1122, US-1124, US-1126, US-1128, US-1130, US-1132, US-1134, US-1136, US-1138, US-1140, US-1142, US-1144, US-1146, US-1148, US-1150, US-1152, US-1154, US-1156, US-1158, US-1160, US-1162, US-1164, US-1166, US-1168, US-1170, US-1172, US-1174, US-1176, US-1178, US-1180, US-1182, US-1184, US-1186, US-1188, US-1190, US-1192, US-1194, US-1196, US-1198, US-1200, US-1202, US-1204, US-1206, US-1208, US-1210, US-1212, US-1214, US-1216, US-1218, US-1220, US-1222, US-1224, US-1226, US-1228, US-1230, US-1232, US-1234, US-1236, US-1238, US-1240, US-1242, US-1244, US-1246, US-1248, US-1250, US-1252, US-1254, US-1256, US-1258, US-1260, US-1262, US-1264, US-1266, US-1268, US-1270, US-1272, US-1274, US-1276, US-1278, US-1280, US-1282, US-1284, US-1286, US-1288, US-1290, US-1292, US-1294, US-1296, US-1298, US-1300, US-1302, US-1304, US-1306, US-1308, US-1310, US-1312, US-1314, US-1316, US-1318, US-1320, US-1322, US-1324, US-1326, US-1328, US-1330, US-1

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# 4 TARGET INDUSTRY ANALYSIS

## A. INTRODUCTION

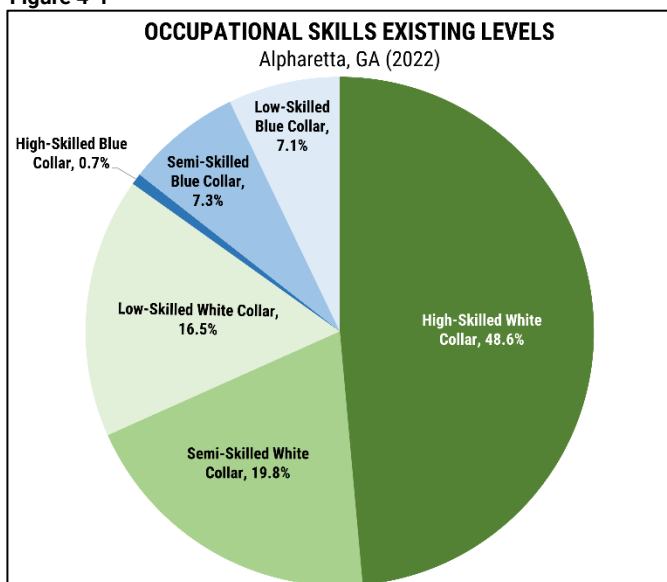
The objective of the Target Industry Analysis is to identify industry clusters that have the greatest potential to produce job growth in Alpharetta based on socioeconomic trends, real estate market conditions, and macroeconomic pressures. The analysis aims to guide Alpharetta towards a defined list of target industry clusters the City seeks to proactively recruit. This chapter includes: (1) an evaluation of characteristics related city's workforce, (2) site location strengths and weaknesses, (3), an assessment of local and regional business climate features for supporting the city's business recruitment and retention; (4) a description of the identified industry clusters and preliminary tools and initiatives to promote employment expansions within each industry.

## B. WORKFORCE ANALYSIS

### 1. Occupational Skills Trends

Most occupations in Alpharetta are geared towards white-collar industries, designated for highly educated or experienced professionals. As of 2022, nearly half of jobs in the city are classed as 'High-Skilled White-Collar' occupations (Figure 4-1). This includes critical positions that serve Alpharetta's primary target industries, providing an essential source for attracting businesses in Software Development & IT Services. Major businesses such as ADP, LexisNexis, and Fiserv have expanded their footprints in Alpharetta, in an effort to enhance their recruitment efforts towards workers with software capabilities and technical skillsets.

Figure 4-1



Source: Lightcast, RKG Associates, Inc., 2022

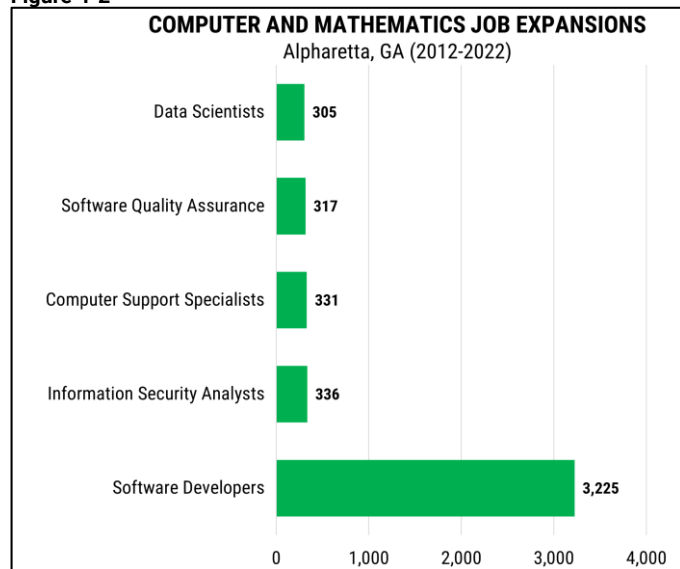
As several Software Development & IT Services businesses relocated to Alpharetta, successive job expansions unfolded among computer-based occupations (Figure 4-2). The expanded presence among these workers and Software Development & IT Services businesses is mutually reinforcing—an increase of qualified workers with software capabilities and technical skillsets is

expected to generate further increases among businesses seeking to recruit those workers. This favorable situation has been the reality for Alpharetta, as the city has transformed into a well-recognized tech hub. Alpharetta's transformation into a tech hub has generated several economic development benefits. This includes expanded local spending capacities and improved community marketability.

## 2. Occupational Skills Employment Projections

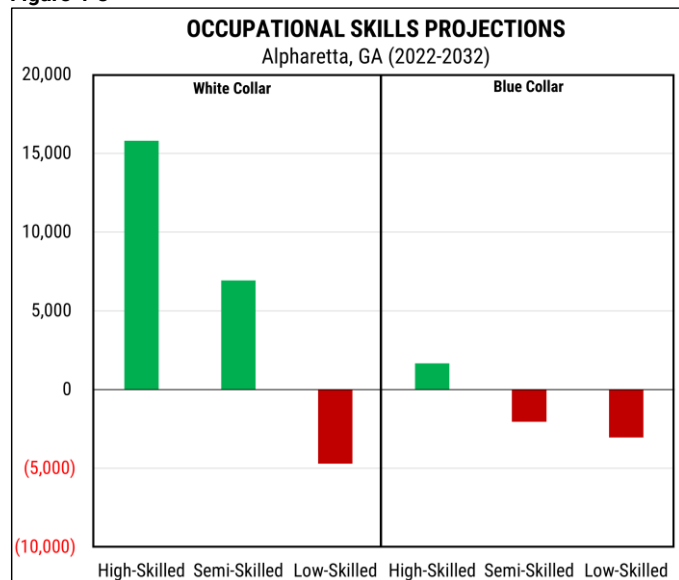
While Alpharetta has benefited through its continue development into a tech hub, the economic boom has imposed unintended consequences on critical segments of the city's workforce. This includes accelerating the displacement of service-based workers unable to afford the city's high—and rising—costs of living. Service-based businesses such as retailers and restaurants have felt these effects, with many business owners interviewed for this analysis reporting the challenge of finding workers willing to commute to Alpharetta. Projections point to recruitment conditions worsening for these types of businesses, as substantial losses are projected among low-skilled white-collar professionals through 2032 (Figure 4-3). The projected decline among service-based workers can result in a decline of key community services, including retail and healthcare. And consequently, impact Alpharetta's quality-of-life which plays a major role in the city's business recruitment and retention efforts. The City of Alpharetta must consider interventions that can limit the magnitude of future losses among low-skilled white-collar workers. That can include facilitating investments in workforce housing opportunities and efficient public transportation options.

Figure 4-2



Source: Lightcast, RKG Associates, Inc., 2022

Figure 4-3



Source: Lightcast, RKG Associates, Inc., 2022

### 3. Workforce Availability

While the abundance of highly skilled workers served as a major catalysis for business investment, particularly in Software Development & IT Services, recent labor market trends point to a decline in recruitment access for employees. Computer and Mathematics occupations, which include all the occupations listed in Figure 4-2, report an unemployment rate of 1.8% (Figure 4-4).

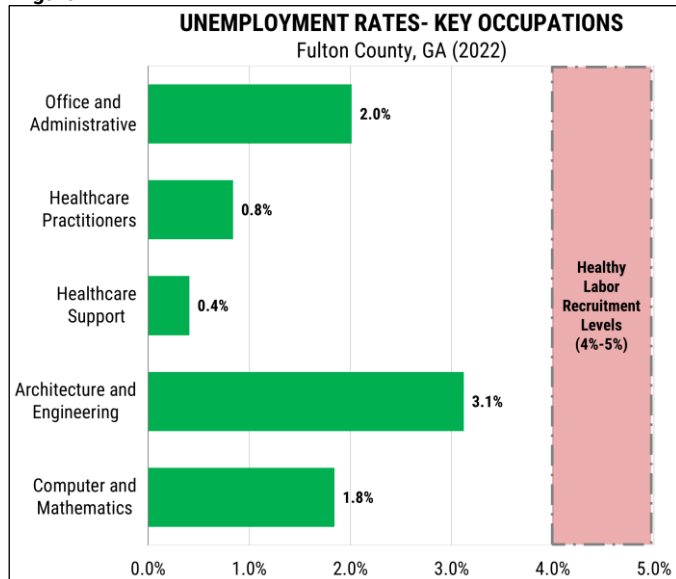
The unemployment levels point to a tight hiring market for Software Development & IT Services businesses. Most workers are already employed, leaving existing businesses with very few prospects available for recruitment. Without an adequate local supply of skilled talent, many businesses in Software Development & IT Services have turned to near-shoring and even offshoring to meet their workforce needs. This hiring practice accelerated during the COVID-19 pandemic, as virtual-working models normalize for Computer and Mathematical Occupations. This is especially pronounced within FinTech and Cybersecurity operations, which maintain a significant representation

within Alpharetta's city limits. While virtual recruitment models are projected to continue and recruitment within the city remains challenging, Software Development & IT Services businesses are more likely to relocate their operations elsewhere. And if so, the city is subjected to job losses, reduced spending capacities, and the challenge of backfilling vacated office spaces. Even if a business retains physical office space, fewer workers are commuting daily into Alpharetta due to virtual-working models. While fewer workers commute into Alpharetta, fewer spending resources are available to support the city's fiscal health and community services.

### 4. Workforce Development

Fulton County needs substantial workforce expansions among key occupations within target industry segments, sufficient to meet projected 2032 levels. Computer and Mathematics occupations, which are mostly employed within Software Development and IT Services businesses, need nearly 30,000 workers over the next 10 years to stabilize labor market conditions (Figure 4-5). For Alpharetta, expanding the number of workers in target industry segments will involve facilitating partnerships between private and public stakeholders, enhancing workers'

**Figure 4-4**



Source: Lightcast, RKG Associates, Inc., 2022

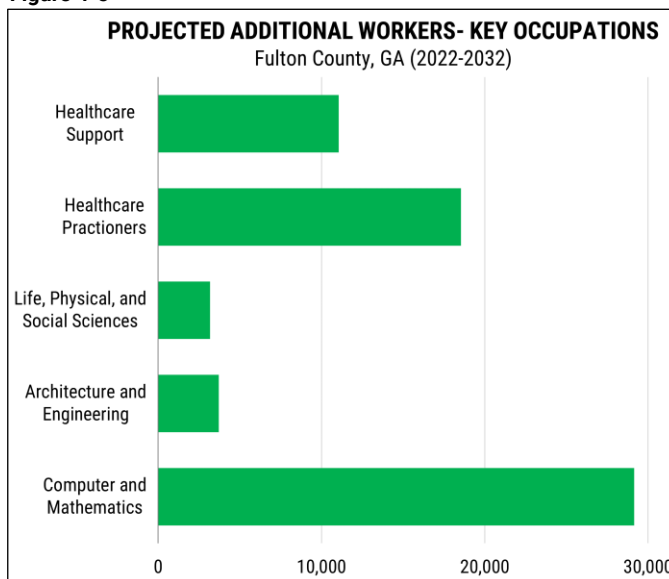


living conditions, and capitalizing on local educational resources. While the competition for young talent among target industry segments tightens in Fulton County, executing a comprehensive approach to job creation will be critical for Alpharetta.

The tightening competition for young talent is largely attributed to high-capital investment activities targeting the City of Atlanta. Major players in Big Tech, including Amazon and Google, expanded in Midtown Atlanta to strengthen their recruitment efforts towards impending graduates from world class research institutions in advanced technical and scientific fields. Particularly, from Georgia Tech (Figure 4-6).

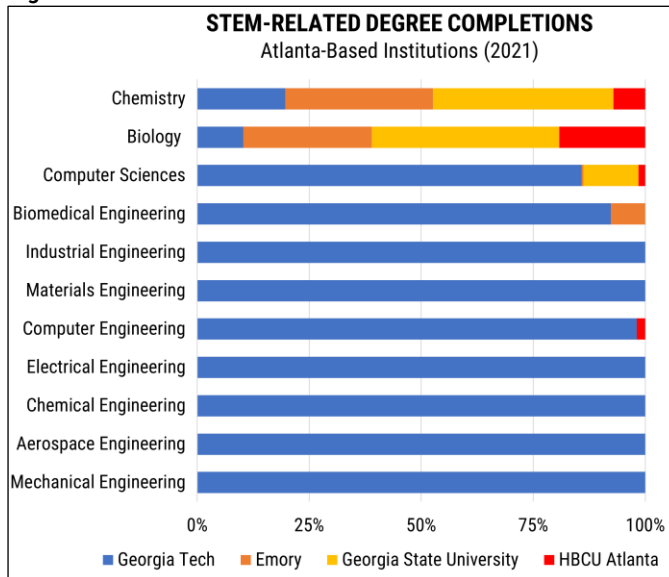
While Alpharetta-based businesses in technology-based sectors are prone to recruit from these institutions too, most graduates will likely be drawn to nearby companies in Atlanta. In effort to capture greater proportions of graduates in Alpharetta, the city will have to consider implementing a comprehensive approach; providing price-diverse housing options affordable to entry-to-mid-level professionals, working with regional transportation entities (MARTA) to expand rail access, and upskilling existing workers in cooperation with local educational institutions (Gwinnett Tech).

Figure 4-5



Source: Lightcast, RKG Associates, Inc., 2022

Figure 4-6



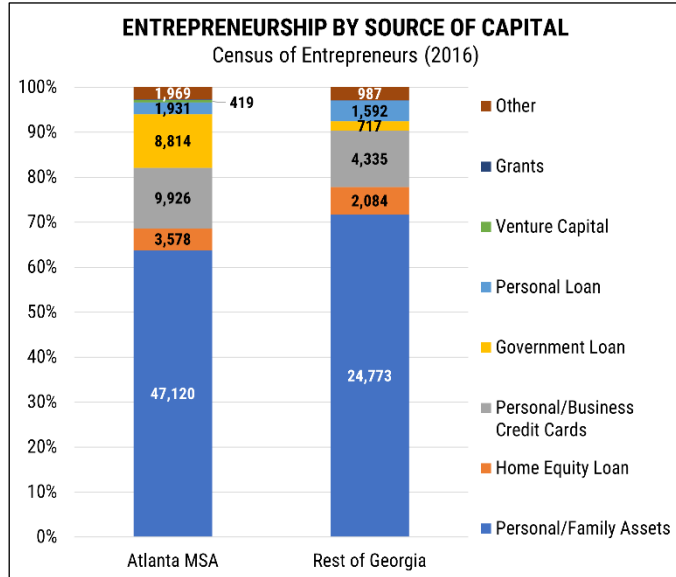
Source: Lightcast, RKG Associates, Inc., 2022

## C. ENTREPRENEURIAL ANALYSIS

### 1. Sources of Capital

In the Atlanta MSA, entrepreneurs are most likely to use personal capital to finance startups (Figure 4-7). This is a common source of financing for entrepreneurs residing in high-income communities, including places like Alpharetta. Without enough personal capital, alternative sources to financing startup ventures may involve a greater risk factor such as a personal loan. Or maybe challenging to access, such as venture capital (VC) financing. In the Atlanta MSA, venture capital is the least common financial source for entrepreneurs (Figure 4-7). The low figure reflects the limited range of startup opportunities venture capitalists target investment towards. In The New Age Economy, most venture capitalists limit investments towards high-tech startups in advanced sectors such as software development and biotechnology.

Figure 4-7



Source: Lightcast, RKG Associates, Inc., 2022

According to Tech Alpharetta, venture capital financing is limited in the city and a firm investor infrastructure is nonexistent. Most investors are in Atlanta, reducing Alpharetta-based tech ventures to networking opportunities which is a vital factor to attract early-stage seed-financing. Atlanta-based startups are better positioned to capitalize on these opportunities, in closer proximity to exhibit their ideas more easily.

### 2. Patent Activities

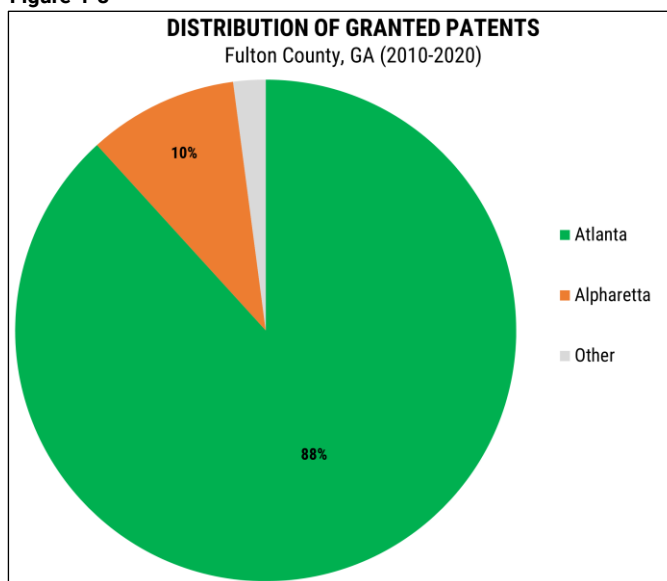
Several tech incubators and state-of-the-art Research & Development facilities are in Atlanta. Many are affiliated with Georgia Tech or Emory University, providing cost-effective access to advanced machinery and equipment. Access to these types of assets increases a community's competitive advantage for innovation, which contributed to Atlanta capturing the most patents in Fulton County between 2010 and 2020 (Figure 4-8).

While accounting for a much smaller proportion of acquired patents in Fulton County over the previous decade, Alpharetta remains a major patent hub outside of Atlanta. Patents related to Computer and Electronic Product Manufacturing make up most patents received in Alpharetta, as most commercialized products developed in the city are software technologies (Figure 4-9).

Given the city's concentrated workforce in STEM-oriented fields and substantial corporate presence with R&D arms (e.g., Phillips Healthcare), Alpharetta is equipped with the human capital and financial resources to develop into an innovation hub.

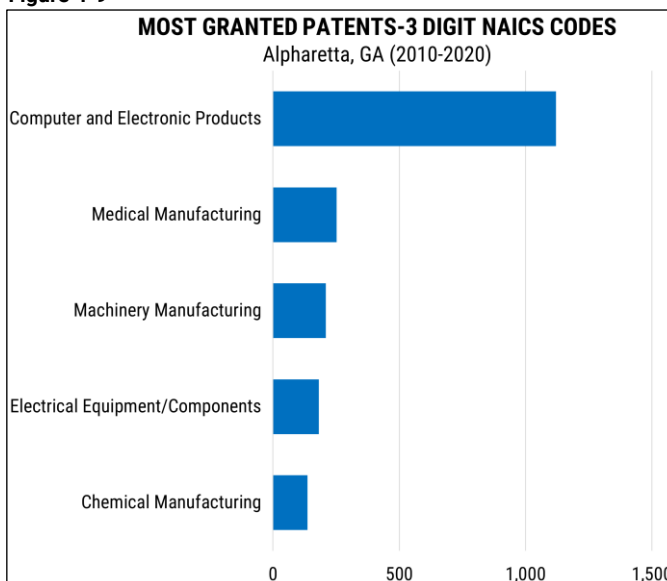
To capitalize on these resources, the city must take a more proactive approach; Particularly, facilitating strategic partnerships between corporate sponsors and Tech Alpharetta to institutionalize an investment vehicle to finance capital projects--R&D facilities, laboratories, and advanced machinery and equipment (e.g., 3-D printers). These interventions can be critical for investing in ventures beyond software development, such as Advanced Manufacturing and Life Sciences which require substantially more financial resources than software applications. A comprehensive approach can enhance innovation and entrepreneurial outcomes, shaping a built environment that supports the demands of a tech-savvy, young talented workforce. That includes expanding the price-diversity of housing options integrated within vibrant work-live-create destinations. Such destinations promote socialization and 'knowledge-sharing,' essential conditions for an environment that fuels innovation.

Figure 4-8



Source: Lightcast, RKG Associates, Inc., 2022

Figure 4-9



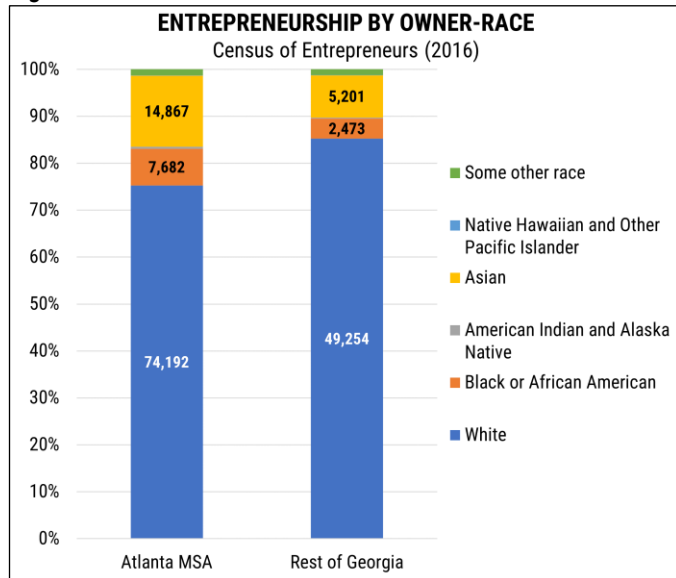
Source: Lightcast, RKG Associates, Inc., 2022

### 3. Minority Entrepreneurship

Metro Atlanta has a more diverse entrepreneurial base than the rest of Georgia (Figure 4-10). The relatively greater proportion of minority entrepreneurs is representative of most urban centers nationwide, where minorities historically have greater access to financial and social resources than in rural areas.

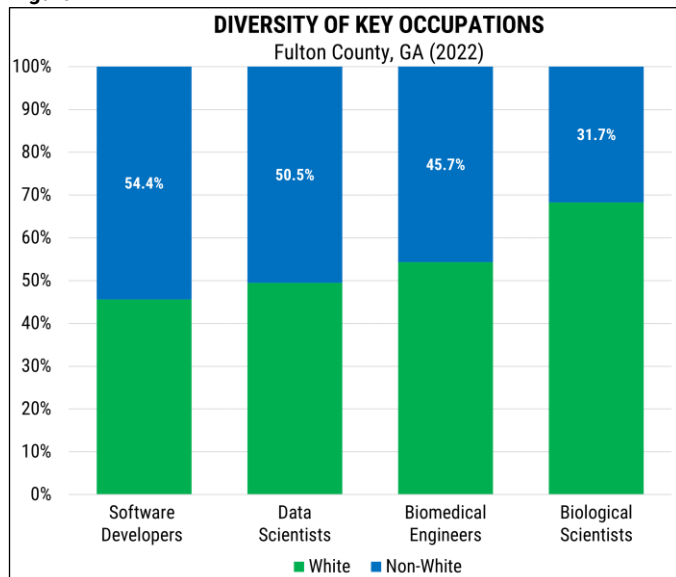
Given Alpharetta's influx of non-white residents and foreigners, the city must develop programs that empower their entrepreneurial ventures. Programmatic development could include coordination and cooperation with Tech Alpharetta, as substantial proportions of minorities are employed in technology-based fields across Fulton County (Figure 4-11). Many of which either work or live in Alpharetta. Models to support entrepreneurial ventures are underway throughout the metropolitan region. For instance, Apple and Southern Company each invested \$25 million to develop the Propel Center, a startup incubator for Atlanta-area HBCU students. Without a program focused on minority entrepreneurial ventures, particularly in technology-based fields, can reduce Alpharetta's competitiveness with places that do.

Figure 4-10



Source: Lightcast, RKG Associates, Inc., 2022

Figure 4-11



Source: Lightcast, RKG Associates, Inc., 2022

#### 4. Self-Employed and Non-QCEW Workers

Over the course of the previous decade, Alpharetta’s self-employed and non-QCEW workforce expanded (Table 4-1). Major expansions occurred among industries known for employing high concentrations of independent contractors; Particularly, Insurance Carriers and Related Activities which absorbed the largest net-gain of jobs between 2012 and 2022. Considering expansions, the City of Alpharetta should strive to bolster their social capital environment, spurring investments in things like co-working spaces and innovation districts.

**Table 4-1**

| SELF-EMPLOYED AND NON-QCEW WORKERS<br>Alpharetta, GA (2012-2022) |                                                  |           |           |            |
|------------------------------------------------------------------|--------------------------------------------------|-----------|-----------|------------|
| NAICS                                                            | Description                                      | 2012 Jobs | 2022 Jobs | Net Change |
| 524                                                              | Insurance Carriers and Related Activities        | 1,059     | 2,077     | 1,018      |
| 541                                                              | Professional, Scientific, and Technical Services | 1,182     | 1,566     | 385        |
| 551                                                              | Management of Companies and Enterprises          | 22        | 245       | 223        |
| 531                                                              | Real Estate and Rental and Leasing               | 261       | 399       | 137        |
| 236                                                              | Construction of Buildings                        | 359       | 471       | 112        |
| 621                                                              | Ambulatory Health Care Services                  | 215       | 304       | 90         |
| 812                                                              | Personal and Laundry Services                    | 281       | 363       | 83         |
| 523                                                              | Securities/Commodities/Finances                  | 57        | 100       | 43         |
| 713                                                              | Amusement/Gambling/Recreation                    | 109       | 150       | 41         |
| 485                                                              | Transit and Ground Passenger Transportation      | 0         | 29        | 29         |
| 454                                                              | Nonstore Retailers                               | 60        | 87        | 27         |
| 512                                                              | Motion Picture/Sound Recording Industries        | 30        | 56        | 26         |
| 517                                                              | Telecommunications                               | 8         | 30        | 22         |
| 334                                                              | Computer and Electronics Manufacturing           | 7         | 27        | 20         |
| 518                                                              | Data Processing, Hosting, and Related Services   | 4         | 23        | 19         |
| 443                                                              | Electronics and Appliance Stores                 | 67        | 85        | 18         |
| 339                                                              | Miscellaneous Manufacturing                      | 19        | 37        | 18         |

## D. BUSINESS CLIMATE FACTORS

Business climate factors measure a community’s economic and social viability for executing business functions and scaling operations. The strength of these factors is essential for supporting Alpharetta’s key industry segments. For instance, technology-based businesses have stringent place-based requirements to support financing capital and operational costs efficiently and effectively. Cost-efficiencies for technology-based companies have become increasingly critical, as more financial resources are distributed towards research and innovation to remain competitive. The main business climate factors include- Businesses & Jobs, Financial Assets & Income, Housing & Homeownership, Healthcare, and Education. Each factor accounts for a collection of quantified metrics, gauging the ‘business-friendliness’ of the area under analysis. For instance, a metric accounted for within the Businesses & Jobs factor is a state’s proportion of microenterprise enterprises (businesses with 5 employees or fewer). The State of Georgia ranks 9 among U.S. states with microenterprise enterprises, suggesting Georgia ecosystem for entrepreneurial development is stronger than most U.S. states.

The following analysis in this section incorporates data points from a variety of sources, including Prosperity Now; a non-profit focused on assisting state and local governments expand economic opportunities throughout their respective jurisdictions. An understanding of Georgia's 'business-friendliness' relative to the rest of the U.S. can help Alpharetta gauge its 'business-friendliness' relative to the State of Georgia. And accordingly, shape policies and programs that strengthen the city's competitiveness in creating jobs through business attraction and entrepreneurship. The analysis primary uses Alpharetta's key industry segments as a case study, as competition tightens in Georgia for technology-based industries.

### *1. Financial Assets & Income*

Metrics among the Financials Assets & Income factor measure the distribution of wealth and access to financial resources in communities. As the level of wealth accumulation increases, communities become better equipped to finance economic development initiatives that fuel job creation. This is particularly critical for job creation evolving New Age Economy, as technology-based corporations increasingly form strategic community-based partnerships to finance high-tech accelerators/incubators and R&D functions.

Relative to other U.S. states, Georgia ranks low among multiple metrics that demonstrate a community's capacity to manage and expand financial resources (Table 4-5). For instance, Georgia ranks 49<sup>th</sup> among U.S. states for the proportion of 'underbanked households,' an indication that many households lack the essential accounts (e.g., savings investment vehicles) needed to accumulate wealth. The low rankings misrepresent Alpharetta's financial circumstances, as the city is predominantly high-income households and a hotspot for corporations. Alpharetta's median income is \$117,894 significantly higher than Georgia's 2020 median income (\$65,030). Alpharetta hosts major corporate offices, including businesses in advanced technology fields—ADP, Clearside Biomedical, Change Healthcare etc. The city's potential depth of financial resources can be a catalytic source for startups in advanced technology fields. Despite this advantageous opportunity, however, it appears the use of these financial resources is underutilized.

Tech Alpharetta is the city's primary technology incubator, crediting for jumpstarting multiple businesses and creating thousands of jobs in technology-based fields. According to Tech Alpharetta, the city lacks a streamlined venture capital infrastructure to scale entrepreneurial startups. Most investors are in Atlanta, yielding a competitive edge for tech entrepreneurs in places like Midtown and Buckhead. Given Alpharetta's depth, high-income households and high-capital corporations with R&D functions, potential financial resources exist to develop a structured capital financing program. Such programs are critical to scale startups focused on innovating and commercializing products in advanced software and hardware fields. Sufficient capital-financing is needed to facilitate accessibility to high-tech equipment such as 3-D printers and to cloud computing infrastructure. As industry vertical partnerships with Georgia Tech and Emory University are formed in other areas of the Atlanta MSA to finance the capital and operating needs of innovative startups, aspiring entrepreneurs will be more prone to locate there.



Consequently, reducing Alpharetta's competitive edge for creating jobs through technology-based startups.

Other than accessing equipment and infrastructure, innovative technology companies need substantial financial resources to fund workers' salaries. Due to tighter labor markets for skilled talent, particularly in Alpharetta, salaries have grown exponentially in key occupations (e.g., software developers, DevOps engineers) making it increasingly cost-prohibitive for many startups. This reinforces the need for an institutionalized financing infrastructure in the city to spur innovation and enhance Alpharetta's competitive edge for startups in advanced technology fields.

## 2. Businesses & Jobs

Metrics among the Businesses & Jobs factor measure the distribution of job types and access to entrepreneurship. Favorable metrics can demonstrate a community's potential for business recruitment and retention. The proportion of Low-Wage jobs in a community can be a barometer that gauges the stability of a community's services, as workers within these jobs are critical service-based workers. Relative to the U.S., Georgia ranks low at 41 among states proportions of low-wage jobs (Table 4-2). Fewer low-wage jobs can correspond to a lower quantity and quality of community services. Most of Alpharetta's businesses have relocated to the city, attracted to the city's premier lifestyle amenities. These lifestyle amenities are supported by the proportion of service-based workers that fill positions in low-wage jobs. As the costs-of-living escalate and service-based workers are pushed out of Alpharetta, the city's lifestyle amenities are vulnerable to decline in quality. Consequently, threatening the City of Alpharetta's ability to continue recruiting corporate operations which are a vital source of the local economy. Expanding the price-diversity of housing options can support living opportunities for service-based workers while sustaining the quality of lifestyle amenities within the city.

## 3. Homeownership & Housing

As the competition for talent workers tightens amid the evolving New Age Economy, technology-based businesses increasingly locate in urban centers with proximity to major research institutions. Sufficient housing options are an essential element of these locations, providing rent-affordable living opportunities for entry-to-mid-level professionals equipped with strong technical skillsets. These conditions have supported the development of innovation hubs, facilitating the recruitment efforts of emerging startups and big tech. Google and Adobe are expanding their footprints in Midtown Atlanta, capitalizing on the accessibility to a young and educated talent base amid a robust innovation ecosystem. These skilled workers that technology-based firms recruit choose to live there in the first place, largely to take advantage of the relatively affordable housing costs compared to North Fulton County, including the City of Alpharetta.

Most of Alpharetta's housing stock is owner-occupied units and as of November 2022, the median home value in the city was \$665,928 (Zillow.com). Accounting for all related owner-occupied

housing expenses (e.g., mortgage payments at FHA rate, insurance taxes etc.) a household must earn a minimal annual gross income of \$173,576 to be considered in today's marketplace. To put this into perspective, the median annual earnings of software developers with 0–3 years of experience in Fulton County is roughly \$106,322 (Lightcast). The substantial difference between these earnings and home values suggests most entry-to-mid-level professionals are unable to afford to purchase a home within Alpharetta's city limits.

Even if purchasing a home was a viable option, many entry-level professionals may be disinterested in doing so. Many are young professionals in the early stage of their careers, averse to the potential long-term time and social costs attached to owning a home. Given the city's limited availability of affordable rental options for young professionals, most seek rental options in other parts of Fulton County. This is the case for young professionals employed in critical occupations that serve Alpharetta's key target industry segments. Accounting for each occupation's median annual earnings, substantially more affordable units are available to entry-level professionals in other parts of Fulton County than Alpharetta. This includes the City of Atlanta, where many technology-based businesses have expanded their operations in recent years to gain proximity to young skilled talent.

Amid the evolving New-Age Economy and post-pandemic hybrid work models, the link between housing and business attraction has strengthened. Businesses, especially in technology-based industries, increasingly locate near young skilled talent to improve their recruitment prospects. Expanding the price-diversity of housing rental options can attract young talent, enhancing the City of Alpharetta's efforts to recruit and retain businesses in technology-based fields.

#### 4. Healthcare

Metrics among the Healthcare factor measure the level of accessibility to healthcare coverage, influencing the health and wellbeing of residents. The city's premier healthcare coverage conflicts with the poor-quality healthcare metrics represented statewide (Table 4-2). According to Prosperity Now, Georgia ranks low among healthcare metrics, nearing the bottom of state-rankings for many of the reported metrics (e.g., Uninsured Rate). Alpharetta is equipped with nationally recognized healthcare systems, including Emory Healthcare and Northside Hospital. The Northside/Medical Campus sits on a 140-acre campus staffed with nearly 3,500 physicians, supporting a comprehensive pool of medical specialties. The city's accessibility and concentration of quality healthcare services strengthens Alpharetta's competitiveness as a place to do business. Investment activities into medical services are projected to rise due to an aging population. That said, expanding and sustaining the healthcare industry must be prioritized by the City of Alpharetta.

#### 5. Education

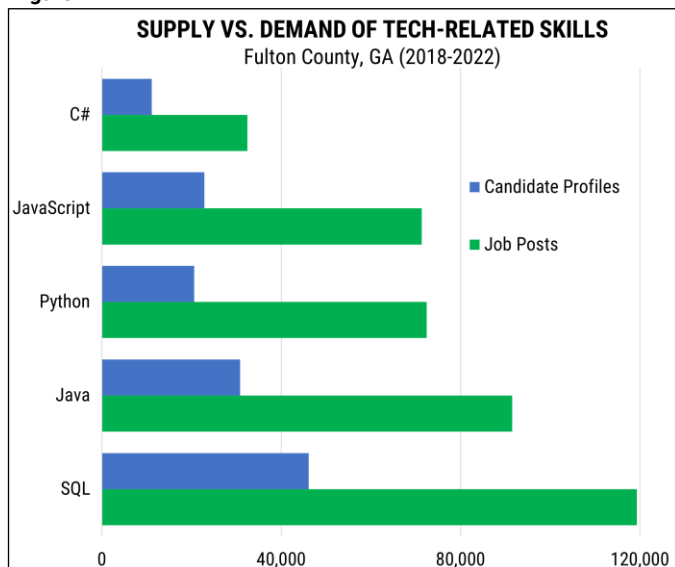
Metrics among the Education factor measure an area's educational attainment levels and prevalence of educational institutions. The proportion of college graduates in Georgia is



moderate relative to U.S. standards, ranking 21<sup>st</sup> among U.S. states. This differs from Alpharetta, where the city’s abundance of college graduates has helped fuel the city’s business recruitment and retention efforts. Despite city’s the abundance of college graduates, Alpharetta’s labor market has become increasingly overheated in recent years. Most college graduates are already employed, reducing the number of workers available for recruitment. These circumstances have disproportionally affected technology-based businesses in Alpharetta, as existing candidates are demanding exponentially higher salaries and the base of skilled talent demanded by employers is declining.

The declining base of skilled candidates can be encouraging for local institutions that offer coursework and certificate programs to develop in-demand workforce skills. Gwinnett Tech offers programs for learning SQL and Java, two in-demand programming languages. In 2023, Tech Alpharetta will offer online training programs that teach in-demand skills—front-end web development, back-web development, and cloud computing. Tech Alpharetta, Gwinnett Tech, and local technology-based business should continue collaborating to help upskill the local marketplace. And consequently, expand the number of skilled workers available to technology-based businesses for workforce recruitment. This is critical, especially since there appears to be a mismatch between the number of workers with marketable skillsets and the number of job opportunities that demand specific skillsets in Fulton County over the previous few years (Figure 4-12). A greater supply of skilled workers can strengthen local labor conditions, while facilitating the city’s efforts to attract and retain businesses.

Figure 4-12



Source: Lightcast, RKG Associates, Inc., 2022

**Table 4-2**  
**Economic Assets and Opportunities Scorecard**  
**Georgia Relative to United States**

| Category                             | Score     |           | Rank    |
|--------------------------------------|-----------|-----------|---------|
|                                      | Georgia   | US        | Georgia |
| <b>FINANCIAL ASSETS AND INCOME</b>   |           |           |         |
| Access to Revolving Credit           | 69.1%     | 74.0%     | 39      |
| Asset Poverty Rate                   | 27.3%     | 24.1%     | 34      |
| Bankruptcy Rate                      | 4.10      | 2.30      | 48      |
| Borrowers Over 75% Credit Card Limit | 30.9%     | 25.4%     | 48      |
| Consumers with Collections           | 28.9%     | 21.2%     | 45      |
| Consumers with Prime Credit          | 42.4%     | 53.0%     | 49      |
| Low Financial Well-Being             | 20.0%     | 18.0%     | 9       |
| Households with Savings Accounts     | 64.2%     | 71.4%     | 45      |
| Households with Zero Net Worth       | 17.2%     | 15.7%     | 10      |
| Saved for Emergencies                | 52.2%     | 57.8%     | 43      |
| Severely Delinquent Borrowers        | 20.0%     | 14.8%     | 44      |
| Unbanked Households                  | 10.6%     | 6.5%      | 48      |
| Underbanked Households               | 24.1%     | 18.7%     | 49      |
| <b>BUSINESSES AND JOBS</b>           |           |           |         |
| Business Ownership by Race           | 19.3%     | 17.6%     | 8       |
| Business Value by Gender             | 4.03      | 3.03      | 49      |
| Business Value by Race               | \$374,615 | \$440,190 | 41      |
| Employers Offering Health Insurance  | 42.4%     | 46.8%     | 40      |
| Low-Wage Jobs                        | 25.4%     | 18.7%     | 41      |
| Microenterprise Ownership Rate       | 20.4%     | 18.2%     | 7       |
| <b>HOUSING AND HOMEOWNERSHIP</b>     |           |           |         |
| Delinquent Mortgage Loans            | 1.3%      | 1.1%      | 39      |
| High-Cost Mortgage Loans             | 8.6%      | 7.6%      | 42      |
| Homeownership Rate                   | 63.8%     | 63.9%     | 40      |
| Housing Cost Burden - Homeowners     | 25.1%     | 27.7%     | 22      |
| Housing Cost Burden - Renters        | 49.8%     | 49.7%     | 38      |
| <b>HEALTH CARE</b>                   |           |           |         |
| Employee Share of Premium            | 31.5%     | 27.8%     | 43      |
| Employer Provided Insurance Coverage | 57.5%     | 59.5%     | 35      |
| Forgoing Doctor Visit Due to Cost    | 18.2%     | 13.0%     | 51      |
| Poor or Fair Health Status           | 19.1%     | 18.4%     | 34      |
| Uninsured Low-Income Children        | 11.4%     | 7.1%      | 48      |
| Uninsured Rate                       | 15.7%     | 10.4%     | 48      |
| <b>EDUCATION</b>                     |           |           |         |
| Borrowers with Student Loan Debt     | 25.0%     | 21.9%     | 45      |
| Four-Year College Degree             | 31.9%     | 32.6%     | 21      |
| High School Graduation Rate          | 79.4%     | 84.1%     | 44      |
| Math Proficiency - 8th Grade         | 31.1%     | 33.8%     | 31      |
| Median Student Loan Debt             | \$20,727  | \$18,366  | 49      |
| Reading Proficiency - 8th Grade      | 32.1%     | 33.6%     | 31      |

Source: Prosperity Now, RKG Associates, Inc., 2022

## E. TOP SITE SELECTION FACTORS

The COVID-19 pandemic accelerated a declining interest for suburban office parks and automobile-dependent commuting, features in character with Alpharetta’s existing workplace environment. Amidst the pandemic, many technology-based businesses maintained sufficient productivity levels through remote working. Meanwhile, employees gained a better work-life balance and avoided a draining commute to the office. While the pandemic subsides and many businesses transition from remote-working models to hybrid-working models, workplace preferences largely remain the same for their employees. Most are demanding workplaces that offer flexibility and convenient accessibility to office spaces (in the case for those employed under hybrid-working models). These shifts in demand have decreased the office space requirements for many tech businesses, particularly those tied to leases in mega suburban office parks.

No longer seeing the practical value of maintaining these spaces, businesses in Alpharetta have turned to subleasing. In August 2022, Global Payments, the city’s largest FinTech employer, subleased nearly 40% of its 220,000 square foot facility (Atlanta Business Chronicle). This is enough space to accommodate approximately 450 employees. In the previous year, significant office subleases entered Alpharetta’s marketplace. This includes FinTech businesses other than Global Payments, seeking to sublease their underutilized office spaces in wake of normalizing virtual-working models. While virtual-working models remain, businesses are projected to increasingly downsize their workspaces. Consequently, reducing the demand for ‘mega-spaces’ in traditional suburban office settings which represent most of Alpharetta’s underperforming office marketplace.

High vacancy rates in Alpharetta’s office market reflect shifts in a businesses’ site selection preferences. To sustain the city’s attraction to businesses, Alpharetta is challenged to respond to shifts in preferences. According to Area Development Magazine, a publication that surveys corporate executives, a community’s high quality-of-life is considered a key asset for recruiting and retaining businesses as of the year 2020.

Table 4-3- Corporate Executives Survey of Top Site Selection Factors

| Executives' Top Site Selection Criteria |                                 |                               |
|-----------------------------------------|---------------------------------|-------------------------------|
| 2020                                    | 2010                            | 2000                          |
| Availability of Skilled Labor           | Highway Accessibility           | Highway Accessibility         |
| Highway Accessibility                   | Labor Costs                     | Labor Costs                   |
| Energy Availability & Costs             | Tax Exemptions                  | Availability of Skilled Labor |
| Quality of Life                         | Occupancy or Construction Costs | Corporate Tax Rate            |
| Labor Costs                             | State & Local Incentives        | State & Local Incentives      |
| Occupancy or Construction costs         | Corporate Tax Rate              | Tax Exemptions                |

Source: Area Development Magazine, RKG Associates, Inc., 2022

However, Alpharetta’s quality-of-life ‘assets’ is largely restricted to c-suite executives and their families, attracted to the city’s stock of luxury homes and highly rated public schools. Both assets

are less prioritized for the expanding Gen-Z workforce population, who evaluate a community's quality-of-life through a completely different lens; Specifically, large segments of Gen-Z workers will evaluate the magnitude of rental options available to entry-to-mid-level professionals, accessibility to efficient public transportation options, and the presence of vibrant nightlife options. While the city's availability of skilled labor remains a top priority for executives, expanding the availability of quality-of-life assets for Gen-Z workers creates an additional advantage for Alpharetta as a place to do business. And so, enhancing the city's long-term business recruitment efforts.

The availability of highly skilled labor represents a strength for Alpharetta to recruit and retain businesses. The following sections detail other strengths, as well as weaknesses, that can affect the city's capacity as a place to do businesses. Given the identified strengths and weaknesses, the following sections also discuss potential threats and opportunities for the Alpharetta to consider as the city seeks to advance its ultimate economic development objective; ensuring Alpharetta is equipped to sustain long-term job growth in face of evolving market pressures. This includes tightening labor market competition for young talent, an aging population, and shifting workplace models.

Table 4-4

| Site Selection Criteria Competitiveness |                                 |                                                                                       |
|-----------------------------------------|---------------------------------|---------------------------------------------------------------------------------------|
| Rank                                    | Factor                          | Rating                                                                                |
| 1                                       | Availability of Skilled Labor   |  |
| 2                                       | Highway Accessibility           |  |
| 3                                       | Energy Availability and Costs   |  |
| 4                                       | Quality-of-Life                 |  |
| 5                                       | Labor Costs                     |  |
| 6                                       | Occupancy or construction costs |  |
| 7                                       | Corporate tax rate              |  |
| 8                                       | Tax exemptions                  |  |
| 9                                       | State and local incentives      |  |
| 10                                      | Inbound/outbound shipping costs |  |

Source: Area Development Magazine, RKG Associates, Inc., 2022

## 1. Alpharetta Strengths

**Highly Skilled Workforce.** Alpharetta’s workforce is highly educated with most workers equipped with a Bachelor’s Degree or higher. The presence of a highly skilled workforce can be instrumental for attracting businesses to a community. Alpharetta is credited as a premier technology hub, and its abundance of workers with in-demand skillsets has fueled business investments in Software Development and IT Services. Investments from these industries have catalyzed job expansions among software developers and data analysts, whose high salaries have benefitted the city’s fiscal health and spending capacities.

**Public School Performance.** Many public schools throughout greater Alpharetta are highly rated, attracting families with children to move to the city (Table 4-5). The high performance corresponds to greater proportions of high-income households, generating strong fiscal benefits for the local community.

**Crime & Safety.** The city’s low crime rates, relative to state rates, can be a source of attraction for businesses and households. Ultimately, leading to investment activities that can support the city’s job creation efforts and increase local spending resources.

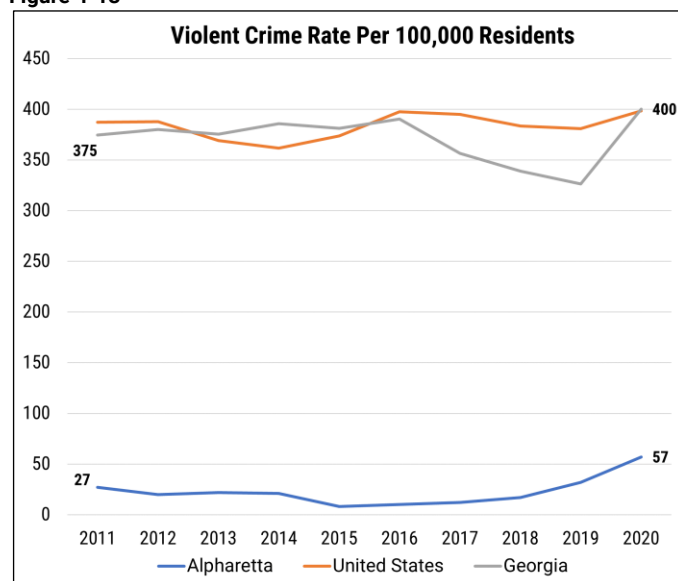
**Regional Competitiveness.** As the region’s marketplace continues to expand, Alpharetta possesses competitive advantages that can attract incoming investment activities. Advantages include highly rated quality of life amenities and concentrations of highly skilled workers.

**Table 4-5- Grades Among Alpharetta-Based Schools**

| School                          | Grade |
|---------------------------------|-------|
| Creek View Elementary School    | A     |
| Alpharetta Elementary School    | B     |
| Lake Windward Elementary School | A     |
| New Prospect Elementary School  | B     |
| Manning Oaks Elementary School  | C     |
| Alpharetta Elementary School    | B     |
| Hopewell Middle School          | B     |
| Haynes Bridge Middle School     | B     |
| Webb Bridge Middle School       | A     |
| Milton High School              | A     |
| Cambridge High School           | A     |
| Centennial High School          | B     |
| Alpharetta High School          | A     |
| Chattahoochee High School       | A     |

Source: State of Georgia, RKG Associates, Inc., 2022

**Figure 4-13**



Source: FBI, RKG Associates, Inc., 2022

**Economic Development Partnerships.** The City of Alpharetta maintains proactive partnerships with various public and private stakeholders to fuel investment activities among the city's primary industries. For instance, the City of Alpharetta and Tech Alpharetta coordinate to expand entrepreneurial activities in high-demand technology sectors—FinTech, MedTech, Cybersecurity etc. Continued coordination and cooperation with local stakeholders can help the city shape policies and programs that may sustain industry expansions and resist economic shocks.

**Tech Alpharetta.** Alpharetta's primary business incubator has facilitated entrepreneurial ventures in tech-related sectors. Tech Alpharetta is credited with creating thousands of jobs throughout greater Alpharetta and graduating multiple businesses. The presence of an incubator can support networking opportunities to attract venture capital investment and facilitate corporate partnerships aimed to strengthen R&D outcomes; capital/startup financing opportunities, mentorship, and equipment/machinery contributions.

**Diversifying Population.** The city's population increasingly diversifies, which can promote a dynamic and inclusive environment. Such environments can attract an emerging Gen-Z population, recognized as a cohort that values social equity and inclusion. While major corporations seek to advance their Diversity, Equity, and Inclusion (DEI) objectives, locating near a diverse population is a valuable investment. All that said, Alpharetta's diversifying population is a strong asset for workforce and business recruitment efforts among the city's established and emerging industries; Software Development and IT Services, Advanced Manufacturing and Life Sciences. Among these industries, large concentrations of minorities are employed within high demand occupations.

## 2. Alpharetta Weaknesses

**Public Transportation System.** The city lacks an efficient public transportation system that can support convenient accessibility between housing and employment centers. While white-collar workers prefer access to an efficient public transportation system, this is a necessity for many service-based workers. Due to earning limitations and the escalating costs-of-living throughout the Atlanta MSA, commuting via automobile is unaffordable for many service-based workers. Those that can access MARTA's rail system lend support to their financial needs while facilitating the recruitment efforts for regional restaurants and restaurants. Due to the absence of a public transportation system that offers efficient connectivity to Alpharetta, restaurants and retailers are more to struggle with identifying hireable workers.

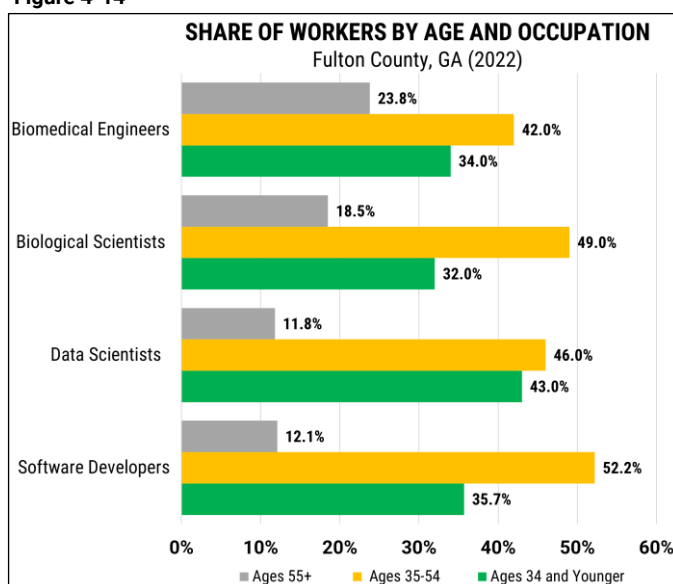
**Housing Diversity.** Most of Alpharetta's housing stock are owner-occupied units designed for high-income households. The limited supply of rental units distributed across earnings levels prohibits critical segments of the workforce from living in Alpharetta. This includes large proportions of software developers, police officers, childcare workers, nurses, and teachers. While the cost of living continues to escalate in Alpharetta, many workers are

increasingly likely to live and work elsewhere. Consequently, making the city vulnerable to reduced spending capacities, decreased level of services, and increased tax burdens.

**Retail Diversity.** Alpharetta’s retail market mostly caters to families and high-income households. In the evolving New Age Economy, young professionals prefer locating in vibrant areas with an active nightlife scene; supplied with late-night bars and restaurants. A scarce supply of these retail establishments operates in Alpharetta, reducing the city’s attractiveness to young professionals. While the city’s population continues to age, attracting young professionals becomes increasingly time sensitive. Without their presence, Alpharetta is vulnerable to significant labor market shortages in the long-term.

Throughout Fulton County, substantial proportions of young professionals are employed within occupations integral to the city’s target industries (Figure 4-14); Software Development and IT services, Advanced Manufacturing and Life Sciences. As catalytic investments aim to expand these industries around Georgia Tech and Emory University, Alpharetta’s competitiveness to recruit young professionals is vulnerable to decline. The City of Alpharetta can continue their competitive position through investments in work-live-play destinations that accommodate the social and retail preferences of young professionals.

Figure 4-14



Source: Lightcast, RKG Associates, Inc., 2022

**Labor Availability.** Fulton County’s unemployment rates have reached unfavorable levels, fluctuating between 2% and 3%. These levels suggest an overheated labor market, diminishing the supply of available workers to fulfill key roles. The county’s extraordinarily low unemployment rates have impacted technology-based businesses’ recruitment efforts in Alpharetta, forcing many to near-shore or even off-shore workers. The diminished labor pool can reduce Alpharetta’s attraction as a place to do business; Particularly, for technology-based businesses which prioritize locating in areas that provide access to highly skilled technical workers.

**Underdeveloped Venture Capital Platform.** An institutionalized venture capital platform is non-existent in the city, limiting many entrepreneurs from commercializing their ideas. Without an institutionalized platform, Alpharetta’s competitiveness as place for



entrepreneurship and innovation is vulnerable to decline. This can disproportionately impact the potential for tech startups to scale their operations.

### 3. Alpharetta Opportunities

**Updating Workplace Conditions.** Many of Alpharetta's suburban office parks are vulnerable to declining market values. An uptick in vacancies and subleases in suburban office parks reflect shifting workplace priorities. Businesses are expanding their footprints near live-work-play destinations, locating jobs and financial assets in places like Midtown Atlanta and Central Perimeter. To accommodate shifting workplace priorities with the objective of sustaining business investments, the City of Alpharetta can convert declining office parks into work-live-play destinations.

**Improve Coordination & Communication.** While high-capital investments in advanced manufacturing, life sciences, and software development unfold in the City of Atlanta, Alpharetta's competitiveness to attract investment is likely to tighten. Proactive coordination and communication among local and regional stakeholders can be an effective approach to maintaining levels of competitiveness. Effects of these efforts could include upskilling of the city's existing workforce, pooling resources for R&D activities, and capitalizing on synergies of regional specializations. For instance, while early-stage pharmaceutical research accelerates in the City of Atlanta, Alpharetta's concentration of software developers and MedTech businesses can coordinate in support of AI innovation that expedite and improve early-stage research methods.

**Bolster Innovation Environment.** Alpharetta is concentrated with corporations in STEM-related fields and has a highly skilled technical workforce. The assets are ripe for advanced technological and scientific innovation. Since the formation of Tech Alpharetta, most entrepreneurial ventures have focused on app-development. In general, app-development requires minimal capital investment in comparison to R&D activities among advanced manufacturing fields. Local corporations and Tech Alpharetta should increase their cooperation and pool financial resources for expansive innovation investment fund. Sufficient to finance innovative ventures among fields that generally require high-capital investments (e.g., advanced manufacturing, artificial intelligence, biotech etc.)

**Leveraging Diversity.** Historically, foreign-born residents are more likely to start small businesses than the native population. This is a viable opportunity in Alpharetta, given that many foreign-born residents have achieved high levels of educational attainment. Empowering the foreign-born population and local minorities to pursue entrepreneurial opportunities can be instrumental to expanding entrepreneurship in target industry segments.

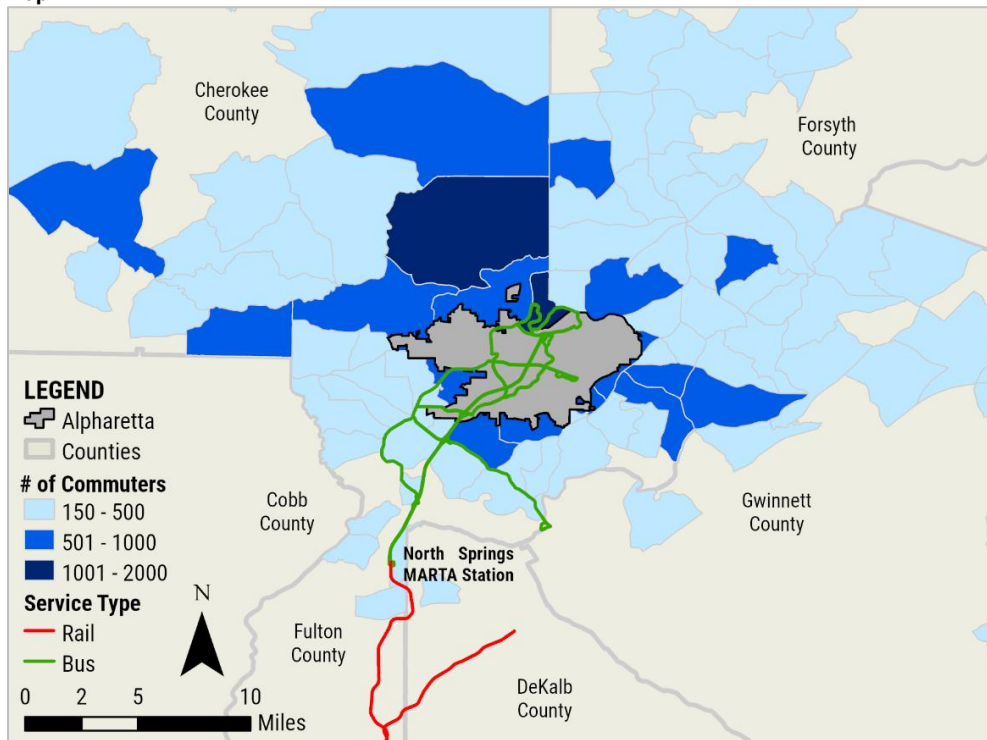


#### 4. Alpharetta Threats

**Urban Sprawl.** In the 1990s and through the early 2000s, Alpharetta’s economy skyrocketed to unprecedented levels. Alpharetta absorbed rapid business expansions as executives were attracted to the city’s cost-effective quality of life amenities and proximity to the City of Atlanta. As the city’s developable land resources become limited and the city’s costs of living escalate, investment activities are beginning to expand in other parts of the Atlanta MSA- Forsyth County, Cobb County, Gwinnett County etc. Consequently, affecting Alpharetta’s competitive position to capture jobs and financial investment in key industry segments (e.g., healthcare occupations). Areas north and west of Alpharetta, where urban sprawl is unfolding due to affordability advantages (Cherokee County, Forsyth County), traffic congestion into Alpharetta is projected to increase. As job creation investments target Cherokee County and Forsyth County and traffic congestion exacerbates, fewer workers living outside Alpharetta may be less inclined to commute into the city. And if that happens, Alpharetta is vulnerable to reduced spending resources and labor market shortages.

**Transit Accessibility.** Limited transportation options exist to access Alpharetta workspaces. MARTA offers four north-south bus routes that connect between North Springs Station and major employment destinations in the city. Otherwise, inbound commuters are forced to travel by car. Most are likely to do so, as counties with substantial proportions of Alpharetta-based workers do not have access to public transportation (Map 4-1). The lack of access to public transportation can be an impediment to attracting technology-based businesses in the post-pandemic environment, as young talent prefers to live and work in urban environments that offer convenient accessibility.

Map 4-1



Source: On the Map, RKG Associates, Inc., 2022

**Post-Pandemic Work-Models.** While the pandemic subsides, hybrid-working models are increasingly utilized in technology-based businesses, Alpharetta's primary economic base. Hybrid work models translate to fewer in-bound commuters daily, and therefore, less spending resources to sustain the quality and quantity of community services. Sustaining quality of services is essential to the city's business recruitment and retention efforts since the city's premier quality-of-life amenities are a primary source of attraction to businesses. Furthermore, technology-based businesses are less inclined to retain their physical office space in Alpharetta as fewer workers commute into the city for work. As vacancies increase among office spaces, commercial tax revenues are projected to decrease. And therefore, imposing pressures to the city's fiscal sustainability.

**Resistance to Change.** The city's suburban development patterns are incompatible with evolving workplace preferences and priorities. High office vacancies reflect the reduced demand for the city's suburban office parks. The lack of affordable multifamily rental units restricts entry-to-mid level professionals from living in Alpharetta. As the evolving Gen-Z workforce population seeks flexible workplaces integrated with work-live-play destinations, Alpharetta-based businesses are likely to face recruitment challenges. And therefore, increasing the likelihood of relocating their operations elsewhere, taking away vital jobs and spending resources. As other places in Fulton County, including Atlanta, offer stronger assets to support the livability of Gen-Z workers, business investment will likely follow. Attracting Gen-Z workers is essential to Alpharetta's economic development efforts, as the city faces impending labor shortages as a result of an aging population.

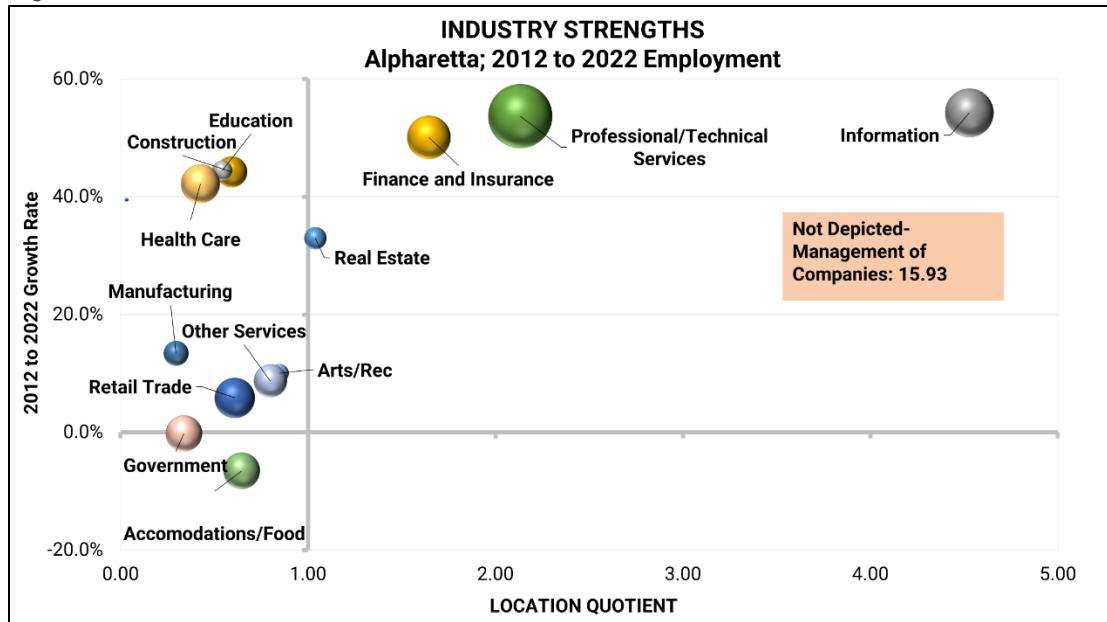
## **F. TARGET INDUSTRIES**

The identification of the above target industries involved a complex vetting process, accounting for multiple factors. The process began with a cluster analysis, assessing industry at the basic NAICS 2-digit level to gain a baseline understanding of Alpharetta's industry strengths. Figure 4-9 on page 2-17 illustrates the three main drivers of an industry's cluster score: its size in terms of number of jobs in the City of Alpharetta (bubble size), its location quotient (LQ) or job concentration relative to the Atlanta MSA (x-axis), and employment growth rate in the City of Alpharetta (y-axis). The chart indicates that Alpharetta's largest job concentrations relative to the Atlanta MSA are Management of Companies (LQ: 15.93) and Information (LQ: 4.53).

Each 2-digit NAICS industry was then assessed to gauge their capacity to expand based on local socioeconomic trends, real estate conditions, and conversations with local stakeholders. Following this assessment, RKG identified the following target industries for the City of Alpharetta to pursue in the near-term:

- *Software Development and IT Services*
- *Research & Development: Advanced Manufacturing and Life Sciences*
- *Healthcare Services and Medical Tourism*
- *Entrepreneurship and Innovation*

Figure 4-15



Source: Lightcast, RKG Associates, Inc., 2022

Table 4-6 on page 2-18 includes a collection of subindustries allocated under each of the above identified target industries. Market indicators provide justification that these subindustries can support further employment expansions within the City of Alpharetta. If applicable, a subindustry will correspond with a specific 6-digit NAICS code.

The following sections include a snapshot of the identified target industries, broadly describing relevant labor market trends and socioeconomic conditions and justifying the industry's potential for future expansions. Specific subindustries are discussed, but most recommended strategies and policies will apply to all the subindustries among each target industry. For instance, policies focused on expanding the Data Processing, Hosting, and Related Services industry (NAICS: 518210) will be largely like policies focused on expanding the Software Publishers industry (NAICS: 511210).

Table 4-6- Target Industries and Corresponding Subindustries

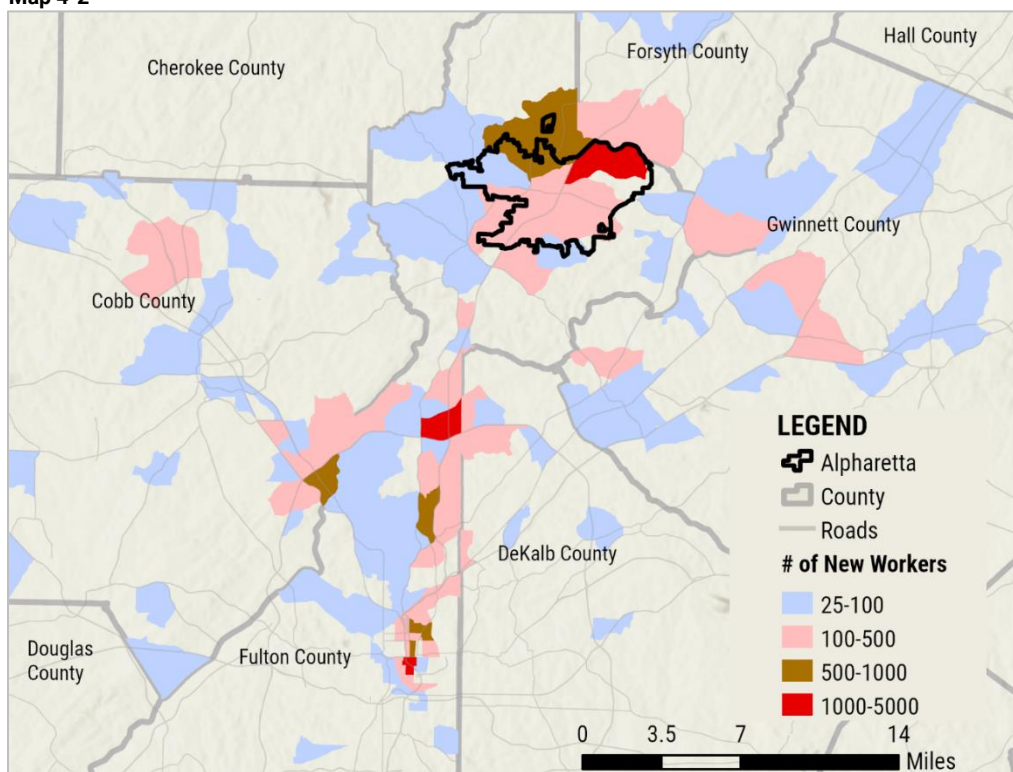
| Software Development and IT Services           |                            |
|------------------------------------------------|----------------------------|
| Subindustries                                  | NAICS Code (If Applicable) |
| Software Publishers                            | 511210                     |
| Data Processing and Hosting                    | 518210                     |
| Custom Computer Programming                    | 541511                     |
| Computer Systems Design Services               | 541512                     |
| FinTech                                        | N/A                        |
| MedTech                                        | N/A                        |
| Cybersecurity                                  | N/A                        |
| Cloud Computing                                | N/A                        |
| eGaming                                        | N/A                        |
| R&D: Advanced Manufacturing and Life Sciences  |                            |
| Subindustries                                  | NAICS Code (If Applicable) |
| R&D-Biotechnology                              | 541714                     |
| R&D- Physical, Engineering, and Life Sciences  | 541715                     |
| Irradiation Apparatus Manufacturing            | 334517                     |
| Switchgear and Switchboard Manufacturing       | 335313                     |
| Semiconductor and Related Device Manufacturing | 334413                     |
| Pharmaceutical Prep Manufacturing              | 325412                     |
| Electromedical Manufacturing                   | 334510                     |
| Medical Instrument Manufacturing               | 339112                     |
| AI Systems                                     | N/A                        |
| Healthcare Services and Medical Tourism        |                            |
| Subindustries                                  | NAICS Code (If Applicable) |
| Continuing Care Retirement Communities         | 623311                     |
| Assisted Living Facilities for the Elderly     | 623312                     |
| Medical Laboratories                           | 621511                     |
| Fitness and Recreational Sports Centers        | 713940                     |
| Offices of Podiatrists                         | 621391                     |
| Offices of Physical Therapists                 | 621340                     |
| Offices of Physicians                          | 621111                     |
| Sports Training and Rehabilitation Services    | N/A                        |
| Psychiatric Care                               | N/A                        |
| Entrepreneurship and Innovation                |                            |
| Subindustries                                  | NAICS Code (If Applicable) |
| Professional, Scientific, Technical Services   | 541990                     |
| Software Publishers                            | 511210                     |
| Medical Laboratories                           | 453998                     |
| R&D-Biotechnology                              | 541714                     |
| R&D- Physical, Engineering, and Life Sciences  | 541715                     |
| Semiconductor and Related Device Manufacturing | 334111                     |
| Computer Systems Design Services               | 541512                     |
| Artificial Intelligence Systems                | N/A                        |
| Independent Retailers                          | N/A                        |

Source: Lightcast, Stakeholder Interviews, RKG Associates, Inc., 2022

## 1. Software Development and IT Services

Alpharetta has evolved into a major technology-based hub, centralizing hundreds of Software Development and IT services businesses while developing specialized market segments such as FinTech and Cybersecurity. Recent labor market trends in Alpharetta provide a source of attraction for Software Development and IT Services businesses considering relocation options throughout the Atlanta MSA. A top site-selection priority for these types of businesses is locating near areas that provide accessibility to a highly skilled, technical workforce. Among the Atlanta MSA, Alpharetta's employment base underwent substantial expansions of computer and mathematics occupations in the previous twelve years (Map 4-2).

**Map 4-2**



Source: Lightcast, RKG Associates, Inc., 2022

In this time frame, Alpharetta captured a net-gain of 4,000 software developers; an integral subset of computer and mathematics occupations equipped with in-demand skillsets essential for supporting software product development and business operations. That includes skills in key computer programming languages (e.g., Java) and data algorithms. The concentration of workers with these skillsets can facilitate the city's business recruitment and retention efforts among the Software Development and IT Services industry. The prevalence of a highly skilled, technical workforce is one Alpharetta's competitive advantages as this industry undergoes macroeconomic expansions (Table 4-7).

While the City of Alpharetta possesses various competitive advantages for fueling industry expansions, evolving macroeconomic trends can threaten the city's efforts to recruit and retain



businesses. In Fulton County, the unemployment rate for computer and mathematics occupations is below 2%; an extremely tight labor market for recruiting qualified workers. The reduced availability of qualified workers can discourage Software Development and IT Services businesses from moving their operations to Alpharetta. Likewise, existing local-based businesses may be prone to leave Alpharetta, in favor of areas that offer better prospects for recruitment. This is especially in the face of compounding recruitment pressures that stem from tighter labor conditions. Prospective employees are demanding much higher salary expectations than ever before; many Alpharetta-based businesses are not able to pay these higher salaries and are therefore forced to nearshore or even offshore recruits. Compounded with rising local costs-of-living, Alpharetta becomes less viable for Software Development and IT Services businesses to manage increasing overhead costs. Under these circumstances, the city is increasingly prone to reduced business investment and potential job losses.

Alpharetta’s marketing brand is coined as ‘The Technology City of the South.’ The city has earned that brand; home to more than 600 technology-based businesses and the highest concentration of software developers in the Atlanta MSA. A progressively challenging market climate, however, coupled with shifting workplace preferences accelerated during the COVID-19 pandemic (remote work) can threaten Alpharetta’s long-term sustainability to retain industry investment. The City of Alpharetta must consider a comprehensive approach, implementing numerous key tools and initiatives to sustain job growth among Software Development and IT Services Businesses.

Table 4-7

| Software Development and IT Services                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Advantages and Market Rationales                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <ul style="list-style-type: none"> <li>• Most software occupations relative to Atlanta MSA</li> <li>• Recruitment opportunities from regional universities</li> <li>• Cross-industry workforce adaptability</li> <li>• Facilitate local creation of spin-off industries; AI, Robotics</li> <li>• Presence of local tech incubator; Tech Alpharetta</li> <li>• Presence of corporations can finance innovation</li> <li>• Specialized segments for tech agglomerations; FinTech, MedTech</li> </ul> |

Source: RKG Associates, Inc., 2022

Table 4-8

| Software Development and IT Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Disadvantages and Market Pressures                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <ul style="list-style-type: none"> <li>• Near-shoring/off-shoring workers</li> <li>• Minimal living options affordable to entry-level workers</li> <li>• Live-work-play amenities compatible for young professionals</li> <li>• Competition with expanding tech hubs; Atlanta, Gwinnett County</li> <li>• Labor cost hikes can restrict entrepreneurship</li> <li>• Limited venture capital resource structure/platform</li> <li>• Shifting workplace pressures; urban accessibility, remote work</li> </ul> |

Source: RKG Associates, Inc., 2022

### ***Key Tools and Initiatives:***

***Expanding opportunities for young professionals.*** Access to a young skilled talent among Software Development & IT Services is a top priority in today's increasingly competitive marketplace. This priority provides justification for the substantial investment activities occurring in the City of Atlanta. Technology-based businesses seek to capitalize on their recruitment efforts through greater proximity to a young skilled talent base nearing graduation and transitioning into the workforce. The City of Alpharetta can expand their base of young skilled talent through providing opportunities that cater to the living preferences of an evolving Gen-Z population. That includes providing sufficient housing units affordable to entry-level professionals and expanding the city's presence of work-live-play destinations.

***Upskilling existing workforce through consistent stakeholder cooperation.*** The rapid pace of technological and software innovation yields constant demands on Software Development and IT Services businesses to adapt and remain competitive. This can require their workers to keep up to date with evolving new skillsets. The City of Alpharetta can facilitate cooperation with Tech Alpharetta, existing businesses, and local educational institutions to ensure local workforce development programs meet the skillset demands of Alpharetta-based businesses. Consequently, expanding the quantity of workers qualified and prepared for shifting job opportunities. This effort can be critical for stabilizing the labor market recruitment conditions for existing Alpharetta-based businesses.

## ***2. R&D: Advanced Manufacturing and Life Sciences:***

### ***Advanced Manufacturing***

The use of innovative, state-of-the-art methodologies and technologies that enhance the efficiency of traditional manufacturing production processes. Through advanced manufacturing, processes incorporate Information Communication Technology (ICT)—robotics, artificial intelligence, and autonomous systems. While the field of Advanced Manufacturing continues to evolve, production-based sectors—e.g., logistics, automotive—invest in ICT systems such as 3D printers to improve their bottom line, supporting cost efficiencies and expediting life cycles.

Due to real estate limitations and local barriers, scalable manufacturing facilities are not economically or socially viable. Minimal industrial spaces exist, scarce development opportunities are available, and residents may demonstrate opposition to potential negative externalities from scaled production—air pollution. However, the city is equipped with critical resources and conditions for facilitating R&D activities, the initial exploratory stages of innovating advanced manufacturing technologies (Table 4-9).

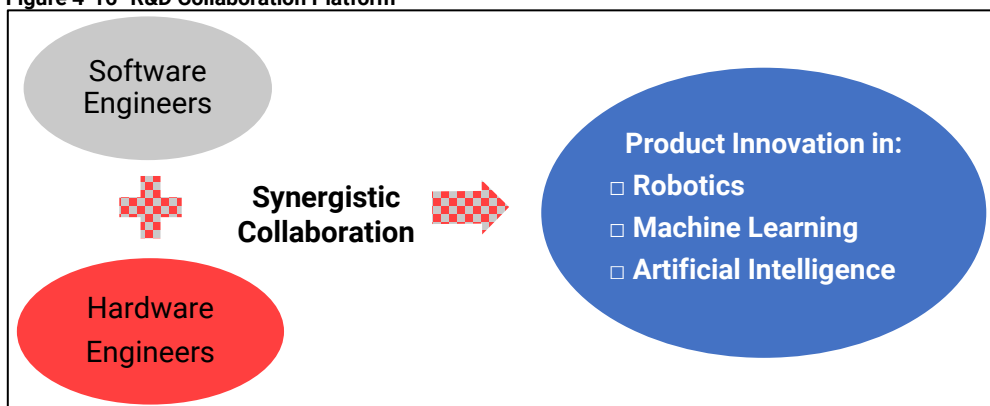
High concentrations of software and hardware engineering workers are employed in Alpharetta and across the Atlanta MSA. Many of these workers are likely equipped with computer programming and computation skillsets, which can be channeled towards the development of software applications into intelligent hardware systems. This includes the creation of artificial intelligence systems embedded within robotics. The cross-collaboration between the region's concentrations of software and hardware engineers can be an effective tool towards researching & developing innovative products. Alpharetta can capitalize on this cross-collaboration, supporting business expansions within established and emerging market segments. This includes—but not limited to—FinTech, MedTech, Cybersecurity, Biotechnologies, Pharmaceutical Manufacturing.

R&D for advanced manufacturing systems has maintained a presence in the City of Alpharetta. Since 2010, a substantial number of patents were granted to Alpharetta-based corporations that relate to Information Communication Technologies (ICT), instrumental applications for enabling autonomous systems. This includes Siemens, Verint Americas, and Landis + Gyr. Major corporations like these execute high-volume R&D investments. Many investments, however, may be outsourced to technical teams and R&D facilities on other domestic or international locations. Outsourcing can be a consequence of a local inaccessibility to critical resources needed for many R&D activities related to testing and experimentation, advanced machinery, laboratory spaces, available workers with key skillsets.

### Life Sciences

These capital needs are transferable to other target industry segments, including R&D activities in Life-Sciences. Life-Sciences is the study of living organisms and biological processes to make useful products across a variety of industries--pharmaceuticals, food processing, biofuels etc. An aging population and the aftermath of the COVID-19 pandemic are accelerating R&D investments, as pre-clinical development trials have rapidly unfolded. R&D-related activities in the life-sciences industry involves substantial capital costs, significant regulatory hurdles (FDA approvals), and long-term product development life cycles.

Figure 4-16- R&D Collaboration Platform



Source: RKG Associates, Inc., 2022



To enhance cost-efficiencies and mitigate risks, life sciences companies are prone to form institutional partnerships with advanced research universities and/or federally funded health agencies (e.g., Centers for Disease Control and Prevention). Through these partnerships, institutions provide life sciences companies with the core infrastructure to execute R&D processes; Especially, access to lab-trained research experts in advanced scientific fields and state-of-the-art lab spaces.

Alpharetta's minimal infrastructure—lack of R1: Doctoral Universities, lab spaces---for executing R&D activities in life-sciences fields can reduce the city's attractiveness to industry businesses. Life-sciences companies exist in Alpharetta; however, many may just maintain their corporate operations within the city limits; outsourcing early-stage research and clinical trials to research institutions outside the city. For instance, Ennaid Therapeutics, an Alpharetta-based biopharmaceutical company, outsourced pre-clinical research to the Universidad Catolica de Murcia (UCAM) in Spain. Clearside Biomedical, an Alpharetta-based biotechnology firm, developed its initial proprietary technology through doctorates at Georgia Tech.

Due to the proximity to world class research universities and the Centers for Disease Control and Prevention, most investments in life sciences target the City of Atlanta. Major upcoming projects include the Technology Enterprise Park and the Center for Global Health Innovation, adding hundreds of thousands of square feet of lab space to attract existing life sciences companies and facilitate emerging startups. While lab spaces become operational over the next few years, venture capital financing activity for startups is projected to concentrate around Georgia Tech, Georgia State University, and Emory University. While most life sciences and biotechnology investments will continue to unfold in the City of Atlanta, feasible opportunities exist for the City of Alpharetta to capitalize. This will involve the complex interaction of regional industry-vertical partnerships, leveraging local labor talent (software engineers), and creating incentives as a stimulus for innovation.

Table 4-9

| <b>R&amp;D: Advanced Manufacturing and Life Sciences</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Alpharetta Advantages and Market Rationales</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"> <li>• High concentrations of software and hardware engineers</li> <li>• Emerging regional sector presence; Biotech in Atlanta</li> <li>• High skills transferability; Programming-&gt;AI</li> <li>• Facilitate local creation of spin-off industries; Digitalization in Biotech</li> <li>• Evidential Innovation Activities</li> <li>• Potential for cross-industry R&amp;D partnerships between corporations</li> <li>• Community buy-in; City enacted legislation for R&amp;D spaces</li> </ul> |

Source: RKG Associates, Inc., 2022

Table 4-10

### R&D: Advanced Manufacturing and Life Sciences

#### Alpharetta Disadvantages and Market Pressures

- Minimal existing and usable R&D and testing facilities
- Most investments targeting City of Atlanta; greater cost efficiencies
- Lack of educational/training programs for lab technicians
- Lack of affordable housing options for young engineers/scientists
- Limited funding platform for access to high-tech equipment
- Minimal innovation infrastructure; dense collaboration clusters
- Developable land to scale production; Forsyth capturing investment

Source: RKG Associates, Inc., 2022

#### Key Tools and Initiatives:

**Restructuring Real Estate Assets.** In April 2022, the City of Alpharetta passed zoning legislation allowing office property owners to reconvert 50% of their spaces to lab or research & development spaces without council approval. This legislation creates an opportunity to backfill operations at declining suburban office parks and attract investment in life sciences activities. While state building codes stipulate restrictive barriers for ‘wet-labs’ in high rises, Alpharetta’s 3-4 story office buildings can offer a competitive price-point advantage relative to the City of Atlanta.

**Capitalizing on Biotechnology’s Digitalization.** Digitalization of biotechnology research and development processes is an emerging field within life sciences. That includes integrating software applications for data storage and process automation. Alpharetta-based MedTech businesses (e.g., Change Healthcare) can form industry-vertical partnerships with emerging biotech firms across the Atlanta MSA. And through this partnership, work to innovate software applications that can be integrated into biotech research & development processes. Cross-collaboration can be an effective tool for stimulating organic job growth in Alpharetta, localizing innovative activities, and sustaining daytime population patterns. MedTech businesses are prone to implement remote-working schedules, particularly for software engineers. The creation of R&D activities through industry-vertical partnerships can be a mechanism for attracting software engineers to work daily.

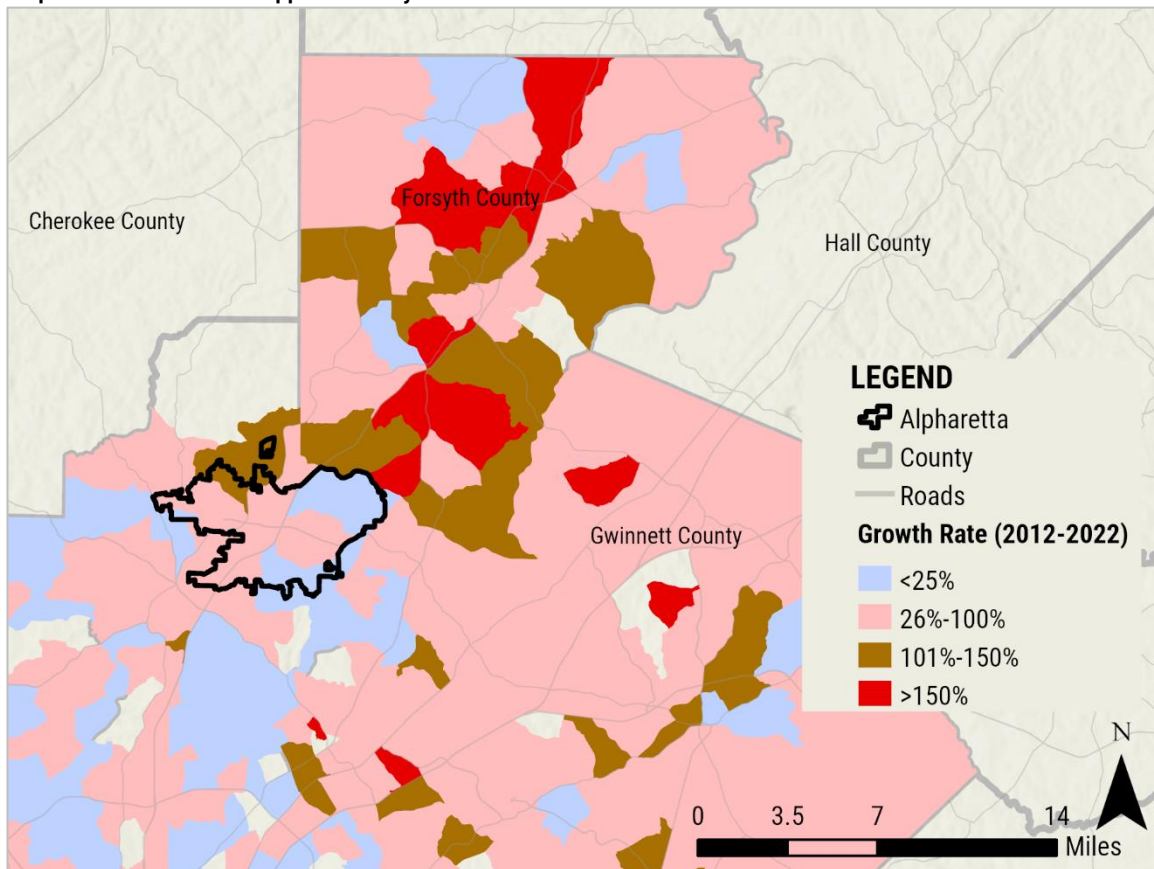
**Expanding Price-Diversity of Rental Housing Options.** While working remotely is feasible for Software Development & IT Services, biotech firms must conduct their operations in the lab. Alpharetta’s lack of affordable rental options can discourage biotech firms from moving to the city, as skilled researchers will likely favor living in places that provide better accessibility to lab spaces. Without sufficient rental housing options, the life sciences industry is unlikely to make a big impact in Alpharetta.

### 3. Healthcare Services and Medical Tourism

Healthcare services are projected to rise in demand over the next several years, as the city's population ages. Alpharetta may also absorb an influx of seniors from across the region, as seniors may be attracted to the city's quality-of-life amenities. The city has a strong healthcare presence to accommodate the growth of seniors, home to nationally recognized hospital systems and assisted living facilities. However, the availability of healthcare services faces threats due to rising affordability challenges and urban sprawl.

Alpharetta lacks sufficient workforce housing opportunities that are affordable for critical healthcare support roles (nursing assistants, home health aides, etc.) The lack of housing opportunities can encourage these medical professionals to live and work elsewhere, imposing potential labor shortages among critical healthcare support roles in Alpharetta. As investment activities continue to extend beyond Alpharetta and North Fulton County, other areas of the region are positioned to attract healthcare support workers. That includes Forsyth County and Gwinnett County, which experienced higher growth rates among these workers in the previous decade (Map 4-3).

**Map 4-3- Growth Rate of Support Roles by Census Tract**



Source: Lightcast, U.S. Census, RKG Associates, Inc., 2022

Attracting these roles is critical, as Alpharetta resident population continues to age and will consequently increase the local demand for medical services. Moreover, as discussed in previous sections of this report, access to quality healthcare is a critical factor for recruiting corporate offices to a community. As healthcare investments push towards other areas of the region, those areas may have a competitive edge for recruiting and retaining businesses in other sectors.

### Medical Tourism-

Medical tourism is centralizing specialized healthcare activities to attract patients from outside the region. Centralization can be a strong marketing and branding tool to fuel investment activities into specialized medical research and job creation. The creation of a sports medicine destination demonstrates economic development potential in Alpharetta. Such a destination could be a pull factor for the region's substantive base of professional and youth athletes, attracted to athletic training and/or rehabilitation services.

Table 4-11

| Healthcare Services and Medical Tourism                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Advantages and Market Rationales                                                                                                                                                                                                                                                                                                                                                                                                      |
| <ul style="list-style-type: none"> <li>• Expanding household base and senior population</li> <li>• Large concentrations of high-income households</li> <li>• High-quality healthcare presence; Northside, Emory</li> <li>• Evolving sports medicine concept;</li> <li>• Regional participation of youth sports</li> <li>• Atlanta MSA professional athlete base</li> <li>• Presence of educational programs; Nursing at Gwinnett Tech</li> </ul> |

Source: RKG Associates, Inc., 2022

Table 4-12

| Healthcare Services and Medical Tourism                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Disadvantages and Market Pressures                                                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"> <li>• Competition for healthcare resources throughout MSA</li> <li>• Transit accessibility to medical facilities</li> <li>• Key healthcare support roles more competitive outside city</li> <li>• Lack of affordable housing options for key healthcare support roles</li> <li>• Potential strains on healthcare resources given aging population</li> </ul> |

Source: RKG Associates, Inc., 2022

### *Key Tools and Initiatives:*

*Expanding Price-Diversity of Housing Options.* Without sufficient affordable housing options, critical healthcare workers are expected to live and work outside Alpharetta. Additional housing opportunities that accommodate the wages of nurses and physicians can sustain the quality and quantity of healthcare services in Alpharetta. The accessibility

to healthcare services is not only critical for seniors, but a critical factor for recruiting and retaining businesses in other industries.

*Develop work-live-play destinations around Northside Alpharetta/Medical Campus.* Typically, as people age their mobility declines. Locating senior housing within walking distance of the Northside Alpharetta/Medical Campus can increase their accessibility to healthcare. Moreover, additional work-live-play amenities around the medical campus can enhance the hospital's workforce recruitment efforts for young workers and physicians.

#### 4. Entrepreneurship and Innovation

Entrepreneurship is an emerging component of Alpharetta's job creation efforts. Tech Alpharetta, Alpharetta's primary business incubator, was established in the previous decade amid the city's transition into a premier technology hub. Since its inception, the incubator has graduated several software-based businesses. Beyond tech-related entrepreneurial ventures, several service-based businesses originate within the city limits; 2B Whole Bakery and Smokejack BBQ are examples of Alpharetta-grown businesses, operating as popular food establishments in Downtown Alpharetta. While the city offers entrepreneurial support services for technology-based ventures, minimal resources are available for other industry segments. The City of Alpharetta must consider localizing more resources, in cooperation with Georgia State University and the UGA Small Business Development Center (SBDC).

Table 4-13

| Entrepreneurship and Innovation                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Advantages and Market Rationales                                                                                                                                                                                                                                                                                                                                                              |
| <ul style="list-style-type: none"> <li>• Highly skilled and educated population</li> <li>• Concentrations of workers in STEM-related roles</li> <li>• Strong quality of life amenities</li> <li>• Availability of existing office spaces</li> <li>• Affluence and presence of corporations</li> <li>• Tech Alpharetta and involvement of corporate sponsors</li> <li>• Diverifying population</li> </ul> |

Source: RKG Associates, Inc., 2022

Table 4-14

| Entrepreneurship and Innovation                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Alpharetta Disadvantages and Market Pressures                                                                                                                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>• Extremely aggressive investment efforts in Atlanta; Big-Tech</li> <li>• Underdeveloped venture capital financing platform/structure</li> <li>• Limited base of young professionals</li> <li>• High costs of living can discourage start-up scalability</li> <li>• Lack of usable R&amp;D facilities with lab spaces and equipment</li> <li>• Centralized location for sectors beyond tech</li> </ul> |

Source: RKG Associates, Inc., 2022

### ***Key Tools and Initiatives:***

***Identify industry-vertical partnerships.*** Substantial investments are targeting Gwinnett County, generating thousands of jobs and millions of dollars in advanced scientific research and technological innovation projects. That includes Peachtree Corners' Curiosity Labs, a high-tech laboratory implemented through emerging R&D business models that facilitates startups, innovation, and workforce recruitment. The project was implemented through strong public-private partnerships, as corporate sponsors provided financial support for infrastructure and state-of-the-art equipment. The project gained success through public-private partnerships with industry crossovers; T-Mobile provided 5-G infrastructure to fuel innovation in robotics and autonomous vehicles. This project represents the importance of partnerships for catalyzing technological innovation and how Alpharetta can undertake a similar approach to enhance their startup ecosystem.



# 5 OPPORTUNITY SITE ANALYSIS

## A. INTRODUCTION

Most industries are in flux, constantly readjusting to shifts in macroeconomic pressures, market trends, and technological innovation. While these shifts unfold, businesses within industries are prone to change their real estate requirements. For instance, as virtual-work models continue to normalize, many businesses are seeking to downsize their office space needs. This is particularly impactful in Alpharetta, as Financial Technology (FinTech) and Medical Technology (MedTech) have sustained some of the most aggressive remote working policies since the COVID-19 pandemic. Strategic real estate investments can be an essential source for sustaining industry expansions within Alpharetta, reconfiguring properties in the City to meet industry-specific real estate requirements, and strengthening the City's competitiveness in attracting new firms to backfill vacated office space. RKG Associates coordinated with the Advisory Group to identify and assess economic activity areas within Alpharetta that offer properties with catalytic real estate investment opportunities. Based on a variety of locational and market factors, 9 economic activity areas within the City were evaluated (Map 5-1):

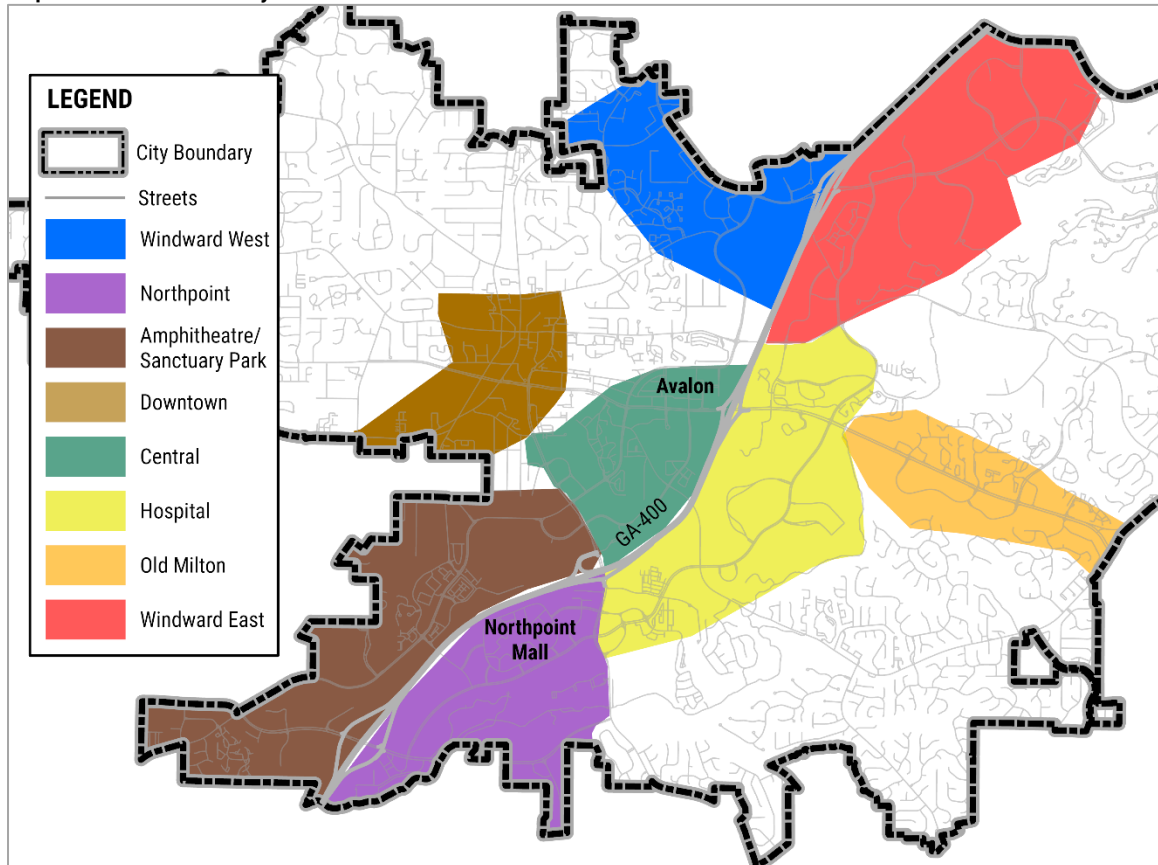
- Downtown
- Central
- Hospital
- Northpoint
- Old Milton
- Amphitheatre Area
- Sanctuary Park Area
- Windward East
- Windward West

The evaluated economic activity areas contain high concentrations of commercial activities, a strong foundation to build upon. Multiple properties were identified in each area to accommodate infill development, adaptive reuse, or redevelopment. The properties within each economic activity area demonstrate a potential to attract and sustain business investment. Several physical, spatial, and political factors were considered to determine the properties with the greatest investment potential:

- *Parcel Size* – The size of the parcel determines the scale of the development opportunity. Larger parcels can more easily accommodate infill or redevelopment.
- *Vacancies* – Undeveloped parcels and buildings with high vacancies offer an easier transition to infill, adaptive reuse, or redevelopment opportunities.

- **Land Uses** – Incompatible land uses given the context of the overall commercial corridor were considered for adaptive reuse or redevelopment opportunities (underutilized parking lots in suburban office parks).

Map 5-1- Economic Activity Areas



Source: City of Alpharetta, RKG Associates, Inc., 2022

- **City Priority Areas** – Specific economic activity areas contain properties that have generated interest and proposals from the development community (North Point Mall, Continuum)
- **Underutilized Properties** – Properties with Floor Area Ratios (FAR) below .25 are considered underutilized. Increasing the densities of properties in walkable, mixed-use economic activity centers (Avalon) can build upon its success.
- **Employment Patterns and Daytime Population** – Properties near concentrated employment clusters, especially in proximity to facilities that relate to the City's identified target industries (Healthcare).



- **Ownership patterns** – Assessing properties of their existing ownership structures. Adjacent properties may have different owners, which can increase the complexity of investment strategies (Assemblage)
- **Proposed & Planned Developments** – To ensure recommended investment opportunities are compatible with the vision of proposed or planned developments in the City’s pipeline.

The following sections discuss the existing development conditions and a proposed vision for each of the economic activity areas. The intent is to strengthen or redefine the areas to maximize their economic expansions while advancing towards the City’s long-term economic development goals. Pages 13-39 in this chapter includes 3 maps for each distinct subarea: [1] Current Land Uses, [2] Development Conditions, [3] Opportunity Sites.

## **B. OPPORTUNITY AREAS**

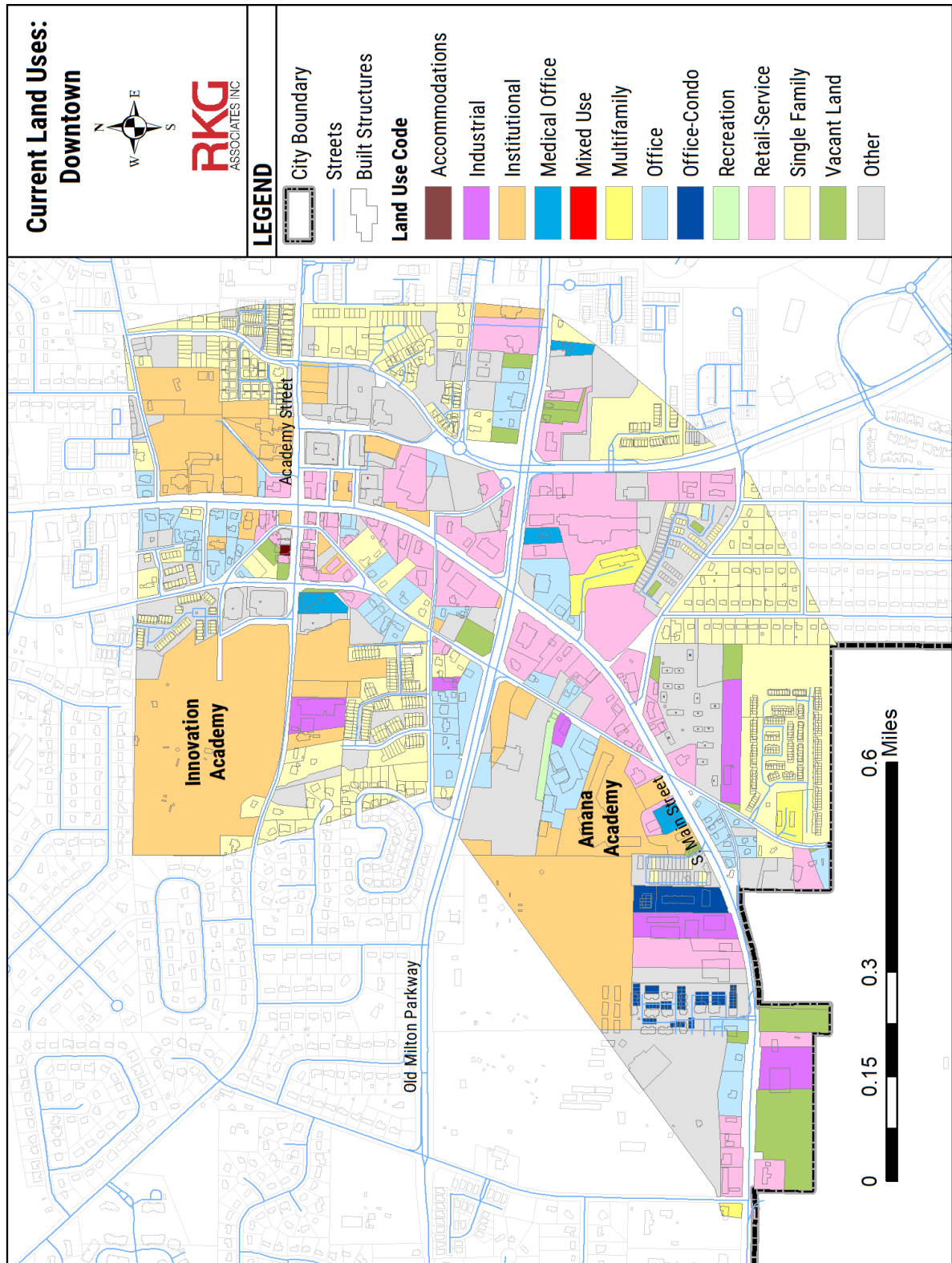
### **1. Downtown**

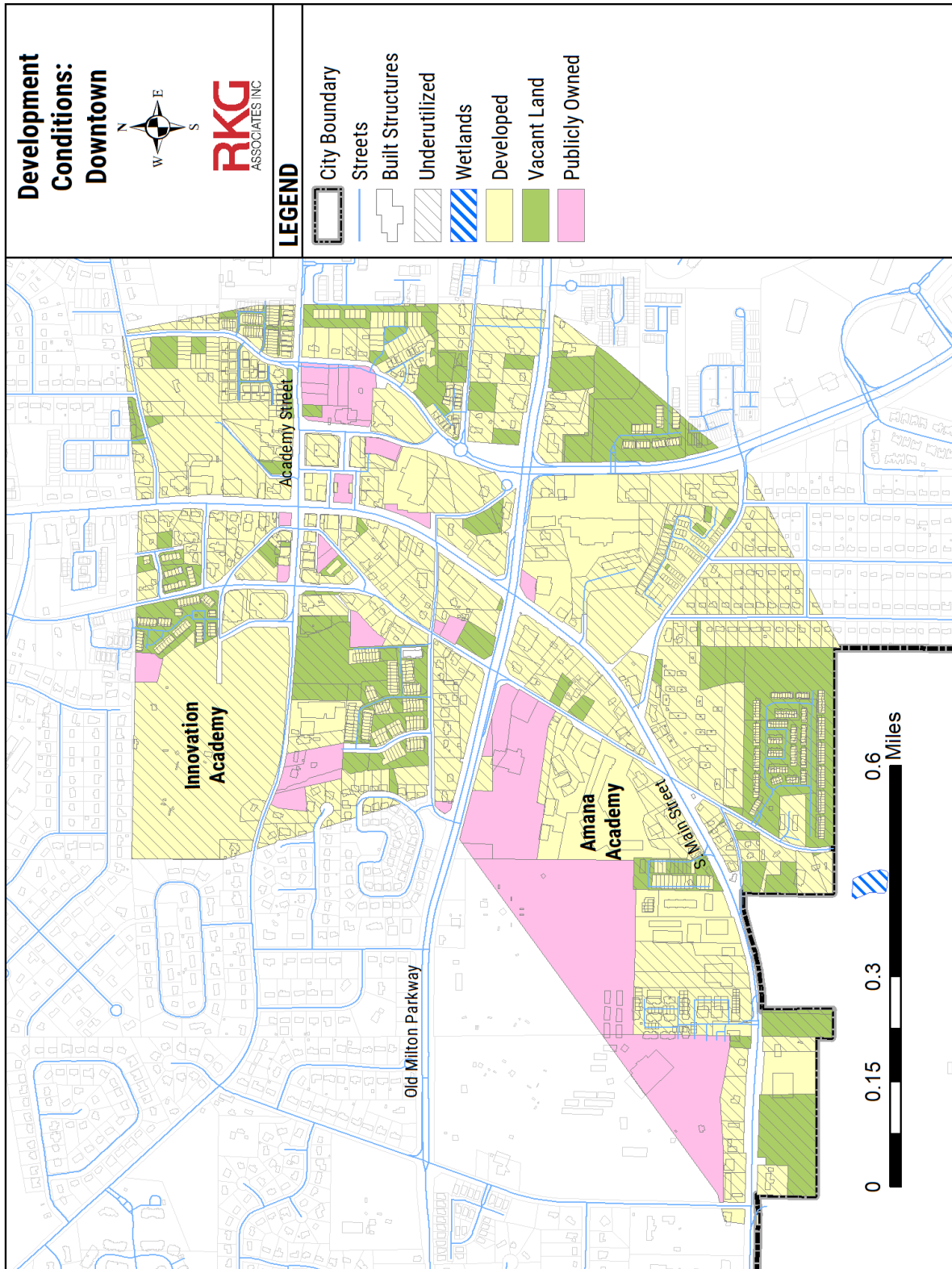
#### **Overview**

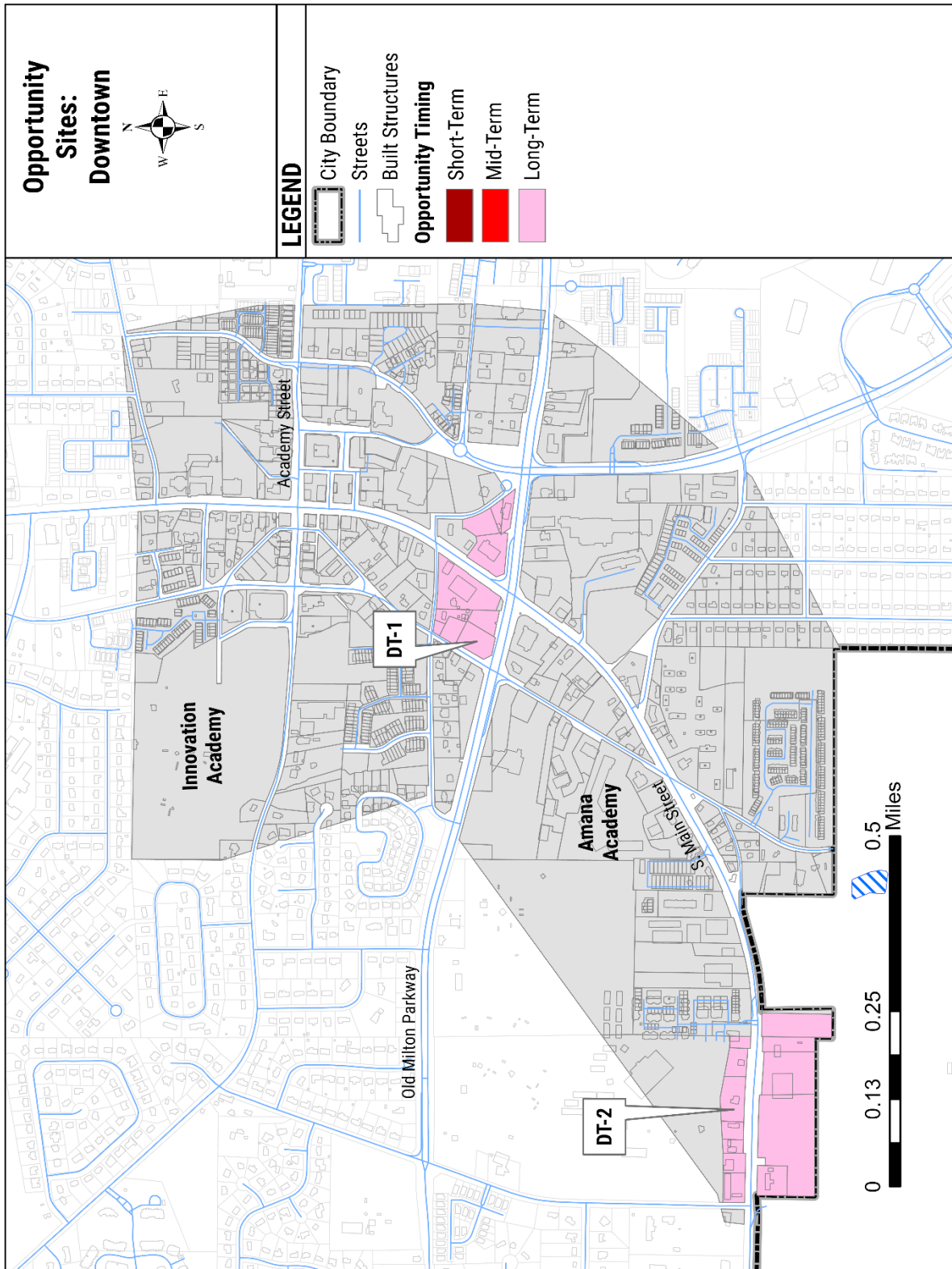
Downtown Alpharetta spans along the City’s southern boundary to Cumming Street to the North. Main Street serves as the neighborhood’s commercial core, equipped with a variety of retail and hospitality amenities. Downtown Alpharetta is considered a community-centric destination, designed to be pedestrian-friendly to support socialization and connection among the City’s residents. Major recent projects have strengthened the economic and social vitality of Downtown Alpharetta. City Center, a mixed-use development integrated with vertical multifamily units, has helped enhance the neighborhood’s walkability and street-life activities.

#### **Vision**

Downtown Alpharetta’s emergence into a mixed-use walkable destination can benefit the City’s economic development efforts. City Center has increased levels of walkability and street life, exposing neighborhood retailers to an expanded consumer base. The addition of multifamily housing units can expand consumer activities beyond traditional workday hours (9 A.M.-5 P.M.). Enhanced access to community-based amenities raises the City’s quality-of-life standards, an attractive asset for corporations interested in relocating their operations to Alpharetta. The Downtown Area is equipped to absorb greater levels of investment activities to expand upon the neighborhood’s work-live-play concept. Infill development strategies can be utilized, tightening the connectivity between lifestyle amenities while further enhancing walkability. Additional vertical mixed-use development projects with ground-floor retail and housing units on the upper floors can expand the critical mass for consumer activities and can enhance the City’s business recruitment efforts.







## 2. Central

### **Overview**

The Central activity center extends from Avalon to the interchange of GA-400 and Haynes Bridge Road. The neighborhood focal point is Avalon, the City's premier mixed-use lifestyle destination that has catalyzed expansions to the City's business and household bases. Avalon's developmental scale and commercial intensity is a state-of-the-art concept for Alpharetta, raising the City's quality-of-life standards which has become an essential source for attracting business investment.

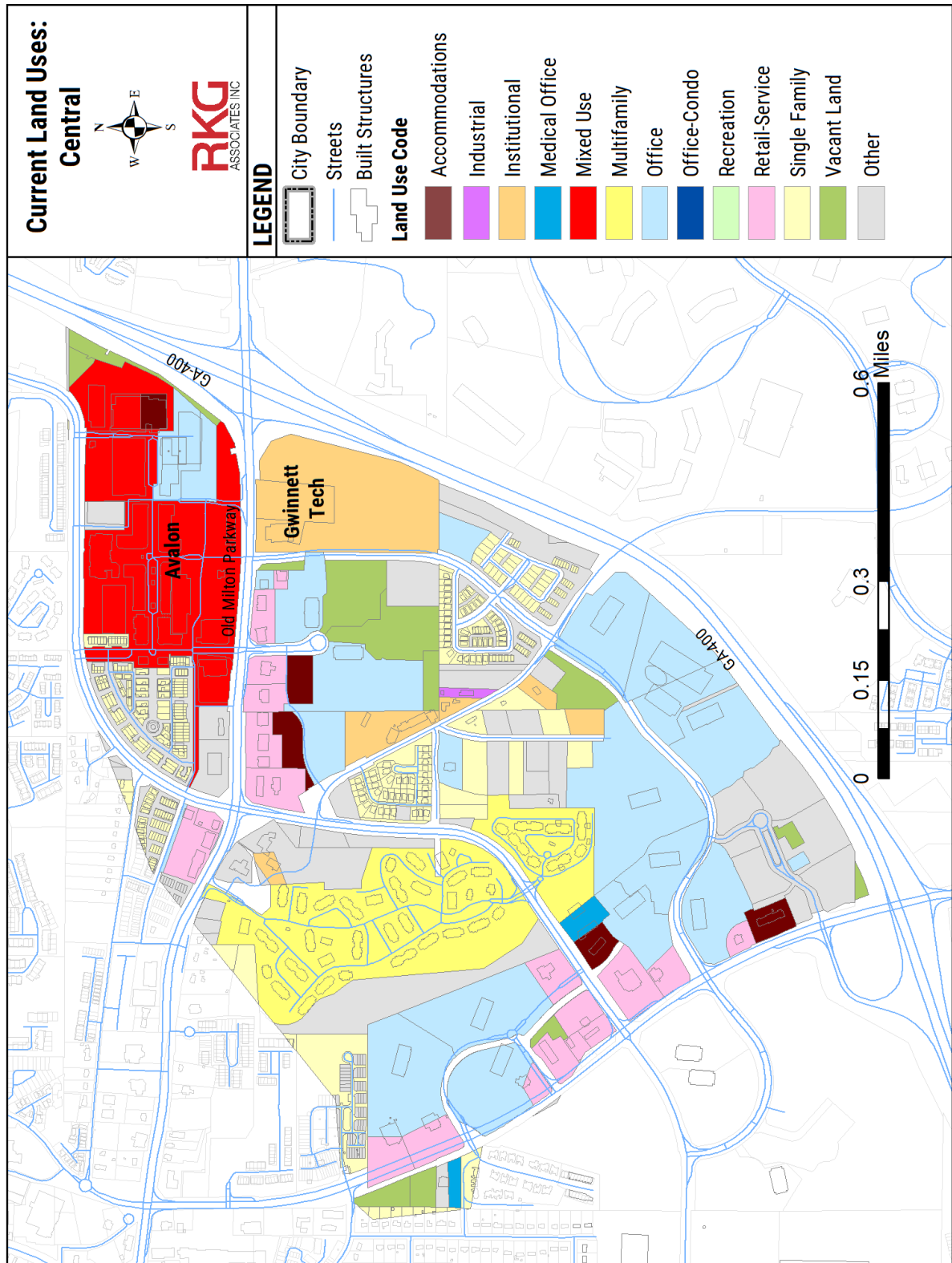
### **Vision**

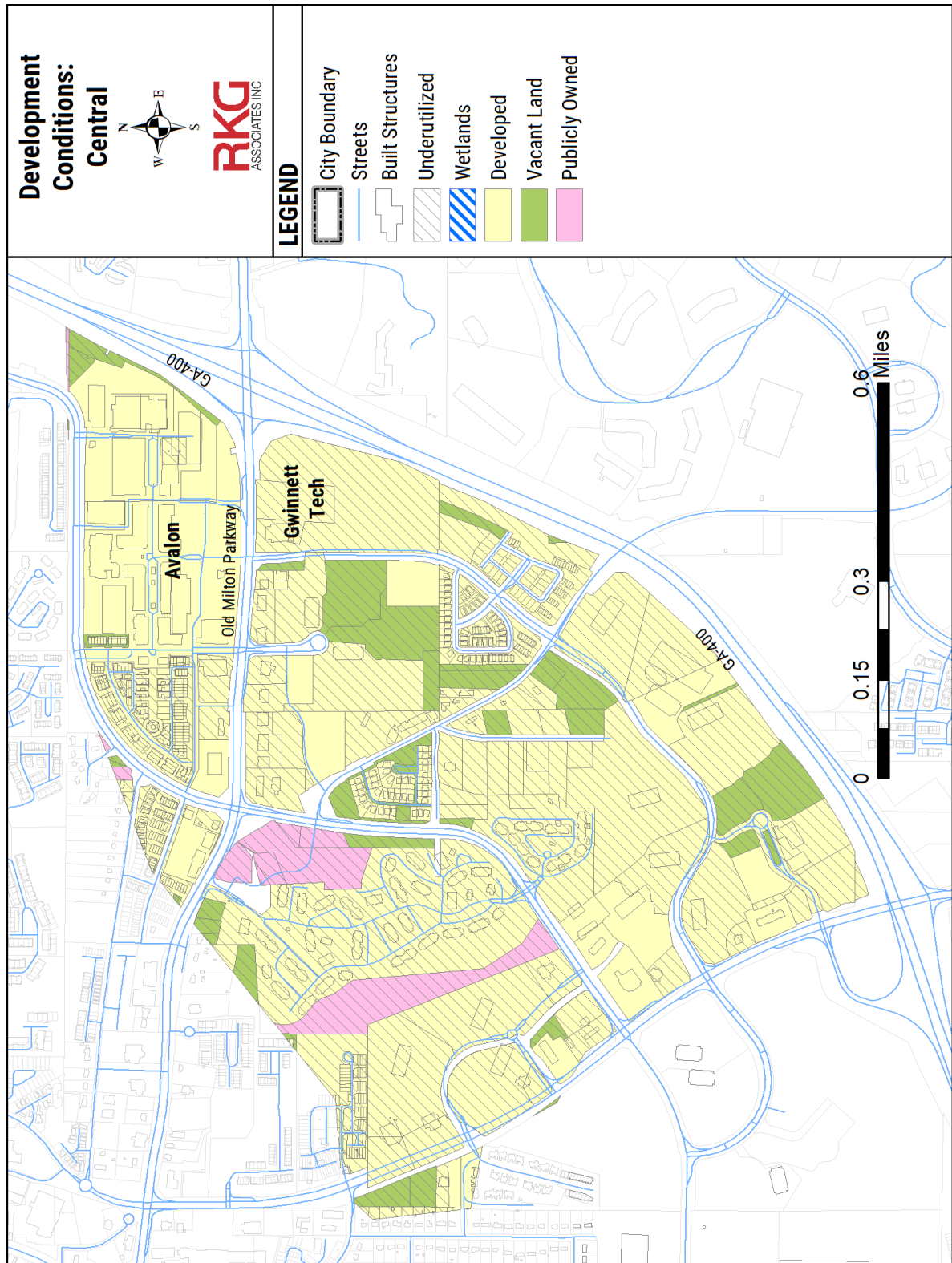
Additional development opportunities can build upon the commercial success and momentum of Avalon, expanding the mixed-use development concept to other parts of the Central activity area. The concept has proven to be a strategic medium for filling office spaces, expanding consumer retail activities, and establishing a sense of destination to enhance community-development objectives. To increase the likelihood that additional development opportunities can advance this concept in the long-term, enhancing physical connectivity and social accessibility must be an overriding objective of each strategy. This includes providing the infrastructure to support pedestrian-scale walkability across Old Milton Parkway. Moreover, expanding the price-diversity of housing options can create the critical mass needed to ensure the area's long-term economic sustainability.

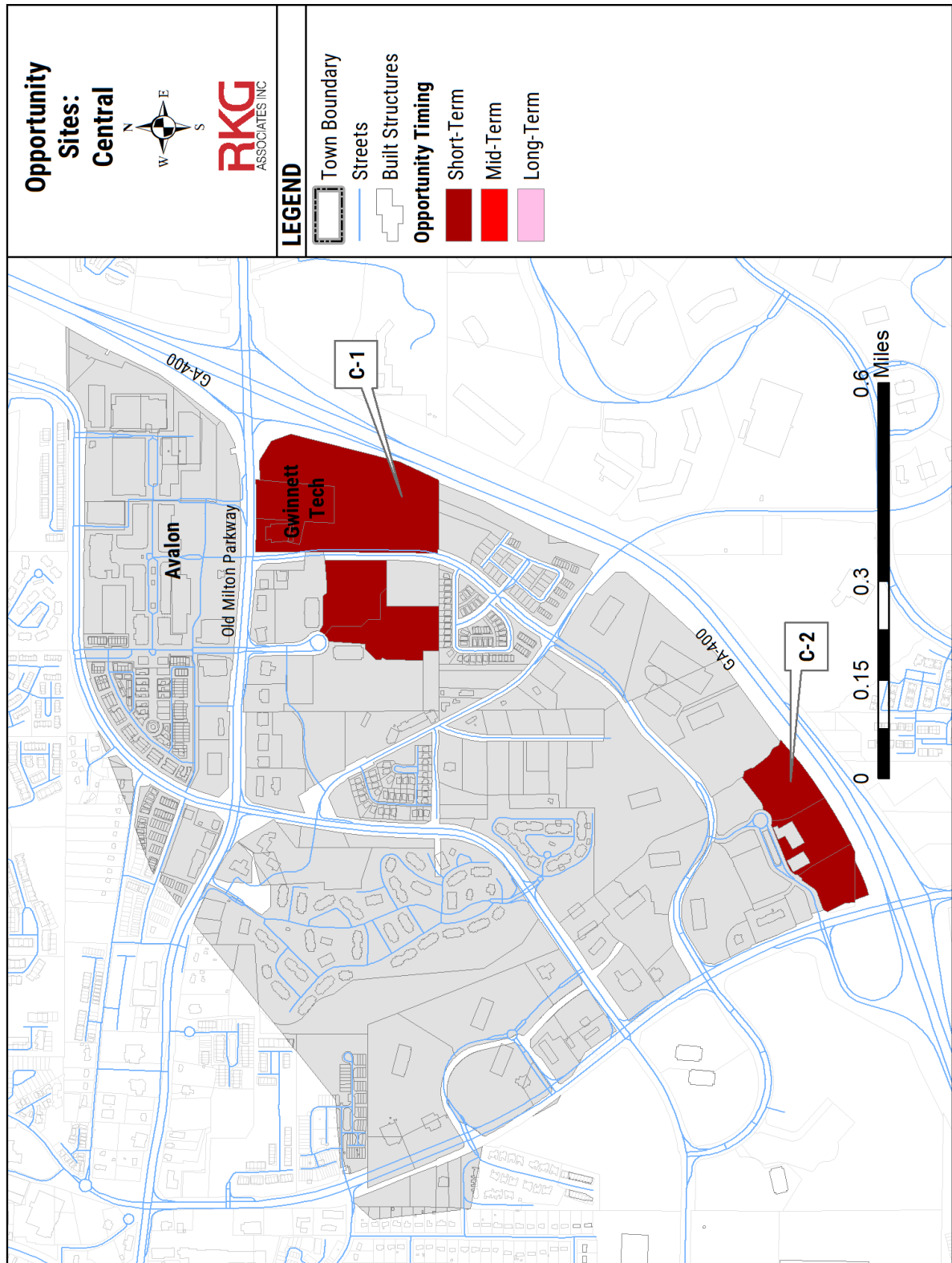
### **Short-Term Strategies**

- C-1, Infill Development w/Structured Parking: Substantial infill development opportunities exist across Old Milton Parkway on Gwinnet Tech's campus. The parcels land resources are largely underutilized, with ample greenspaces and parking lots ripe for catalytic infill development. RKG recommends that these parcels incorporate infill development at the same scale as Avalon, to expand commercial activities and the built character through pedestrian connections over Old Milton Parkway. Structured parking can help maximize land efficiencies while generating high value returns.
- C-2, Infill Development w/Structured Parking: Coordinate a public-private partnership between existing property owners for infill development projects with structured parking that strengthen the marketability of nearby commercial properties.











### 3. Hospital

#### **Overview**

The Hospital activity area consists of parcels adjacent and east of GA-400, extending between Webb Bridge Road and Haynes Bridge Road. Near Haynes Bridge Road are a collection of strip-development retail centers, which manage to remain operational due to access to GA-400. The center of the activity area is a cluster of suburban-scale office properties, including the Royal Centre office park which report high vacancy rates. High vacancies reflect shifts in workplace preferences, as businesses increasingly prefer locating in highly-amenitized areas. The northern edge of the activity area is the Northside/Alpharetta Medical Campus, which contains the City's largest concentration of medical professionals. Targeting investments near the medical campus can strengthen the hospital's long-term operations and the City's efforts to sustain job growth in healthcare sector segments.

#### **Vision**

Several suburban-scale office properties are underutilized, which offers opportunities for infill development or adaptive reuse projects to revitalize declining commercial activities. These opportunities can capitalize on the proximity to Northside/Alpharetta Medical Campus while generating positive recruitment externalities that can enhance the hospital's long-term operations. This can include locating work-live-play opportunities with pedestrian connectivity to the hospital, offering a source of attraction to healthcare services professionals. Adaptive reuse projects can incorporate Public-Private Partnerships with the Northside/Alpharetta Medical Campus to help facilitate conversions to lab spaces for life-sciences research. And consequently, catalyze a built environment for innovation in ancillary industries to develop (Biotech, MedTech).

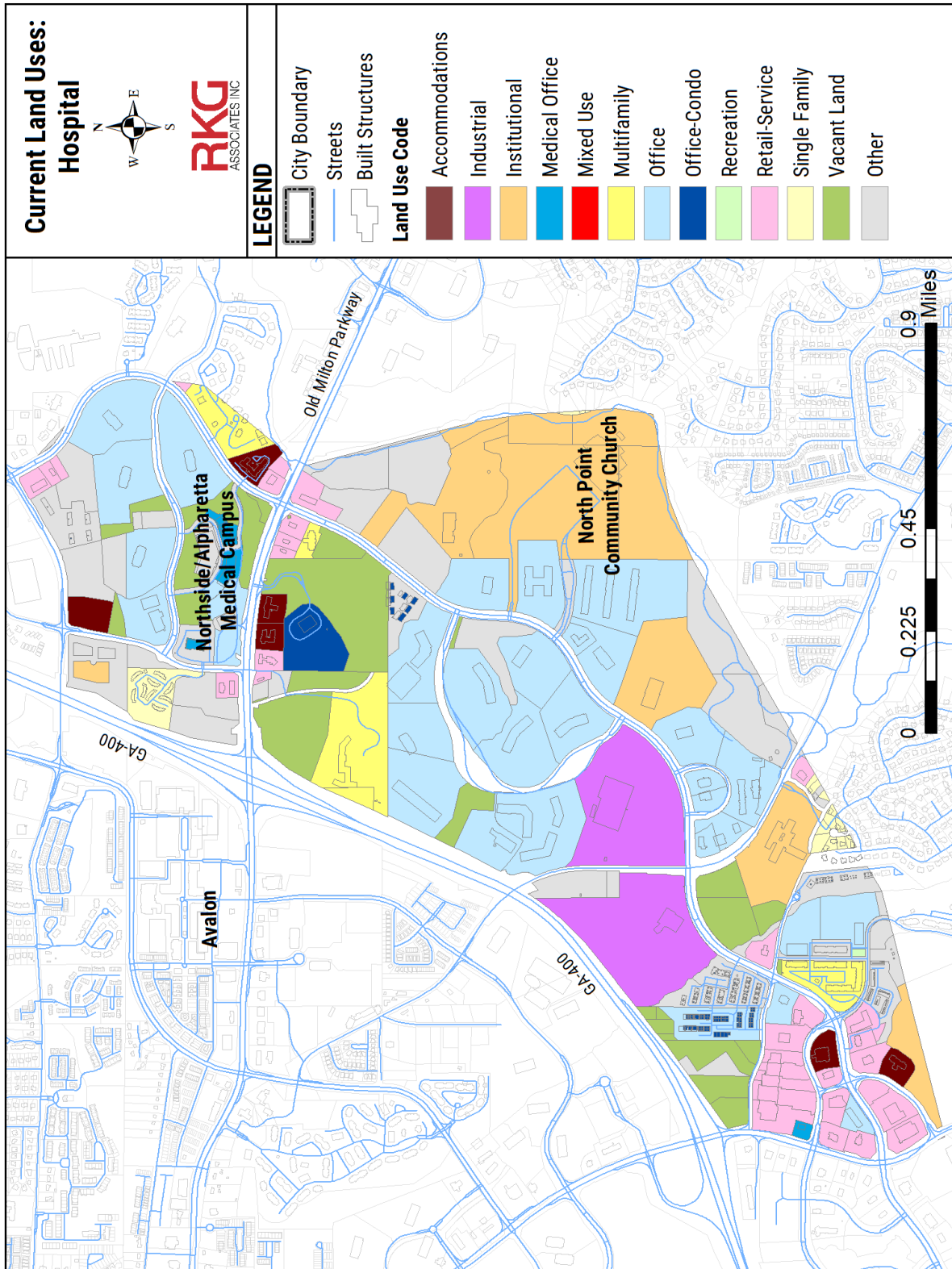
#### **Short-Term Strategies**

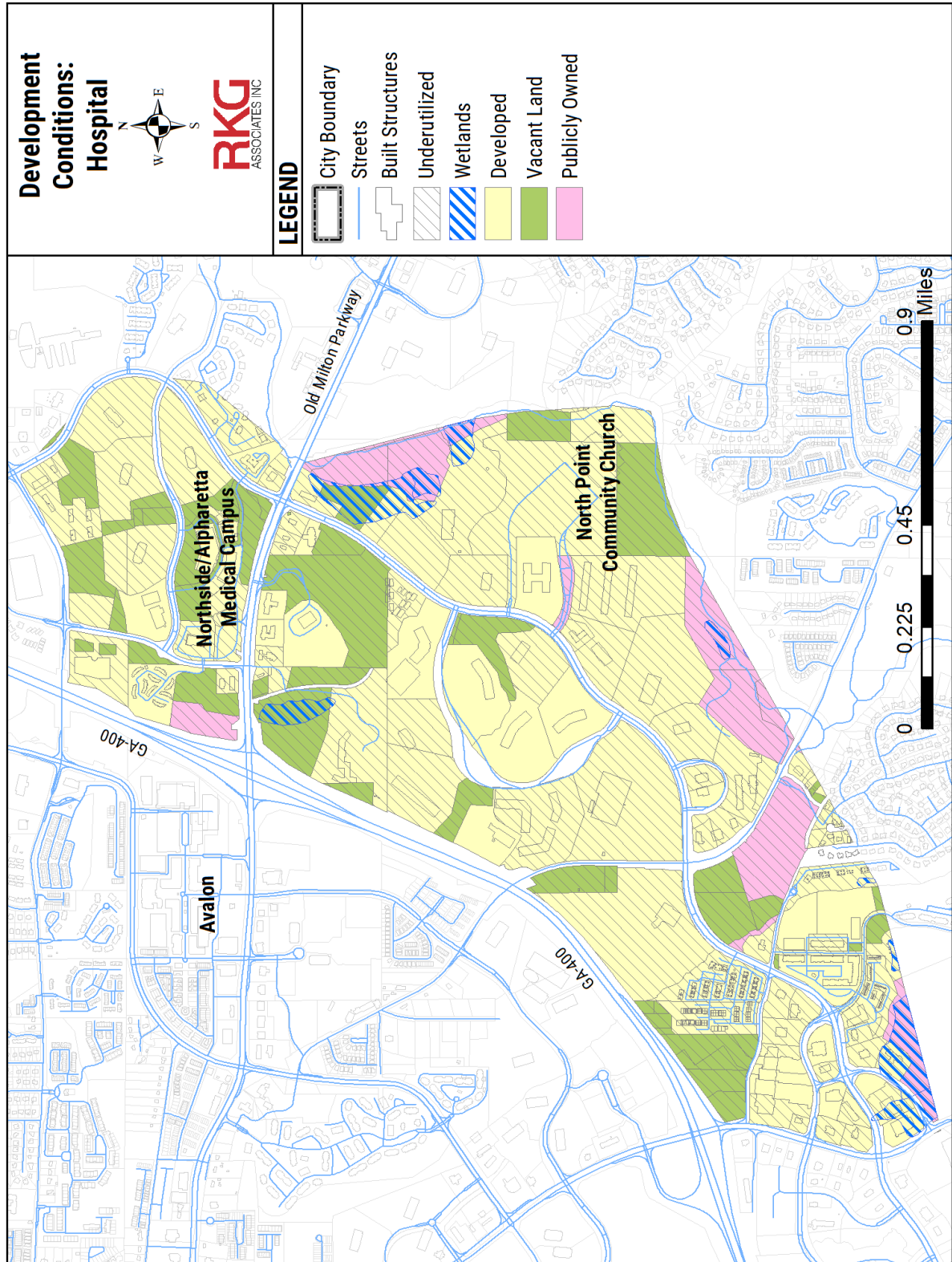
- H-1, Infill Development/Adaptive Reuse: These suburban-scale properties are located within the Royal Centre office park and report high vacancy rates due to decreased demand for these office space types. These properties offer potential opportunities for infill development with living and entertainment amenities to revive declining commercial activities. Or rather, engage with landlords and the medical campus to explore the financial feasibility for adaptive reuse projects that integrate lab-spaces for research or light manufacturing.

#### **Long-Term Strategies**

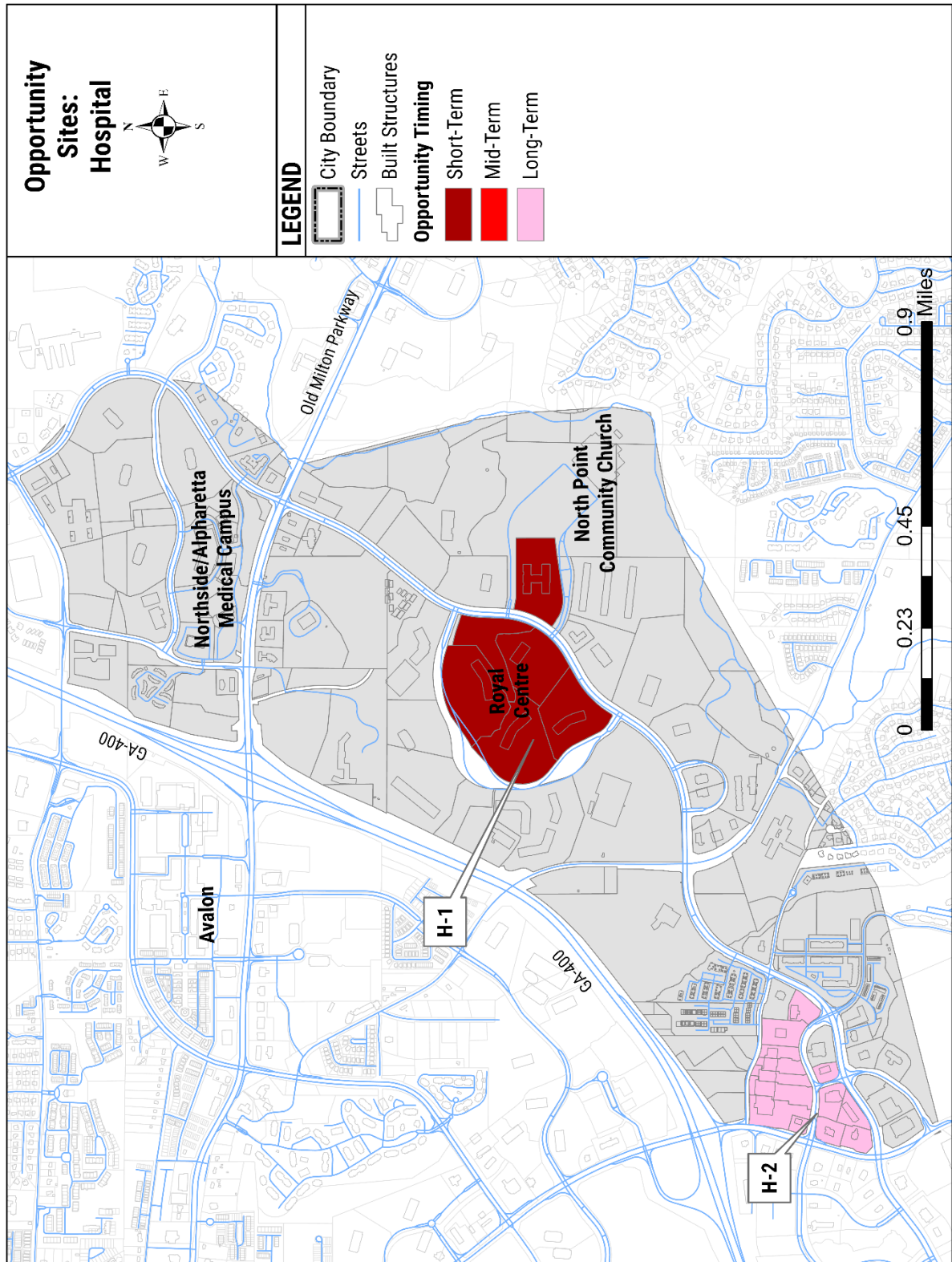
- H-2, Assemblage: A collection of retail-service properties are located between North Point Parkway and Rock Mill Road. Assemblage of these properties can be used for redevelopment/infill development opportunities that can increase land-use efficiencies and add more commercial activities. Reinvestments into these properties can generate exponential returns, particularly if the North Point Mall Project is revived to the

southwest. This is a long-term strategy due to the diversity of property owners which will require complex coordination and cooperation efforts.









#### 4. Northpoint

##### **Overview**

The Northpoint activity area extends from the southern entrance of Alpharetta along GA-400 to Haynes Bridge Road. The area is predominately retail-service uses, with the Northpoint Mall as the focal point. Northpoint Mall has been the premier regional shopping destination for North Fulton County. Due to increased demand for shopping online and at competing retail destinations, like most traditional shopping malls, Northpoint Mall has faced pressures to sustain economic value. Developers have submitted proposals to redevelop the mall into a work-live-play activity center, seeking to capitalize on rising market preferences for pedestrian-friendly lifestyle destinations.

##### **Vision**

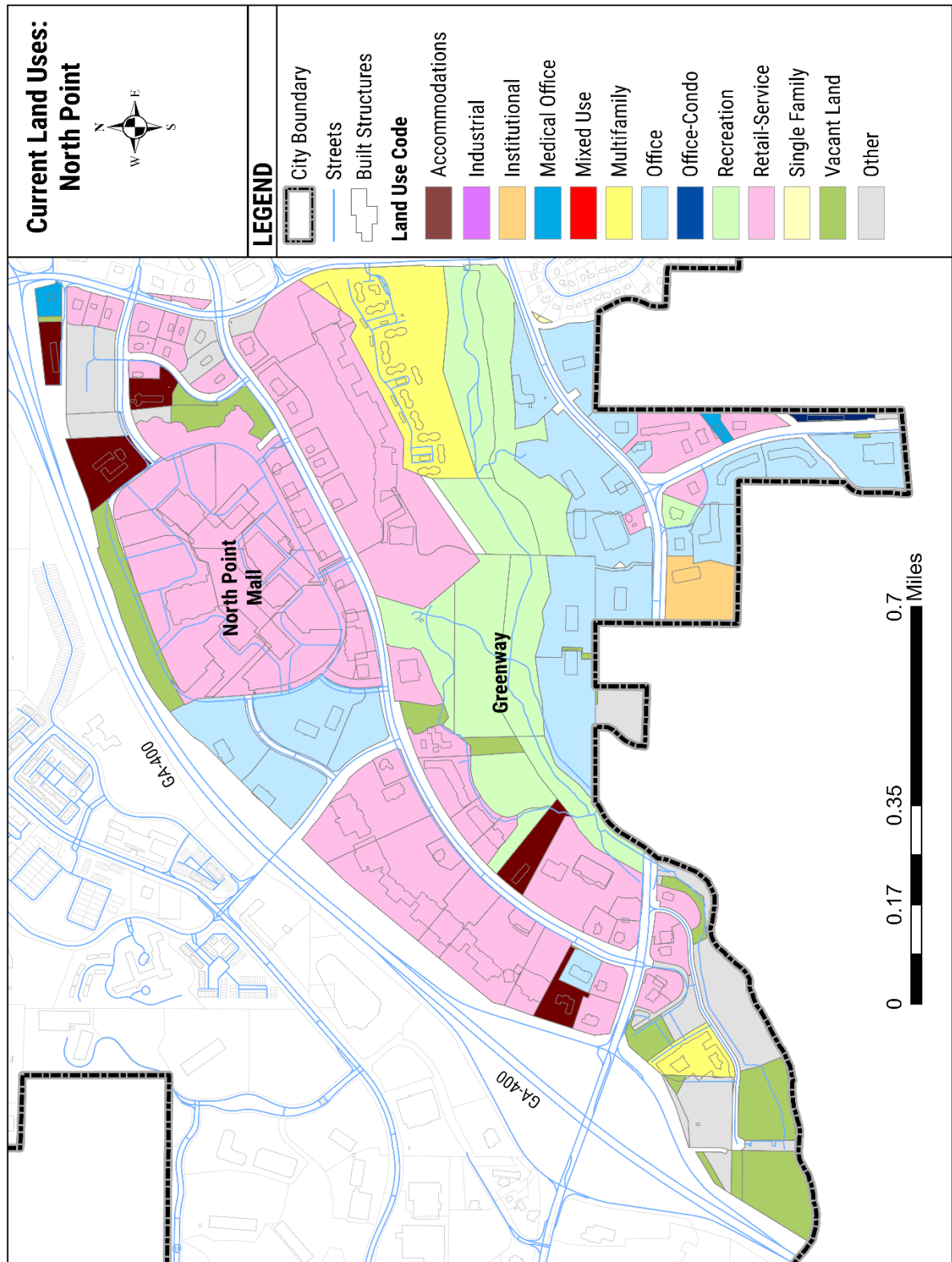
Redevelopment of the Northpoint Mall into a live-work-play activity center offers a major catalytic investment opportunity to become a centralized economic hub for North Fulton County. Through this opportunity, incorporating dense vertical mixed-use development patterns can be a strong source of attraction for businesses and white-collar professionals. The site is situated in a favorable location to support a redevelopment into a live-work-play activity center, providing access to multimodal transit options while buffered away from residential subdivisions.

##### **Short-Term Strategies**

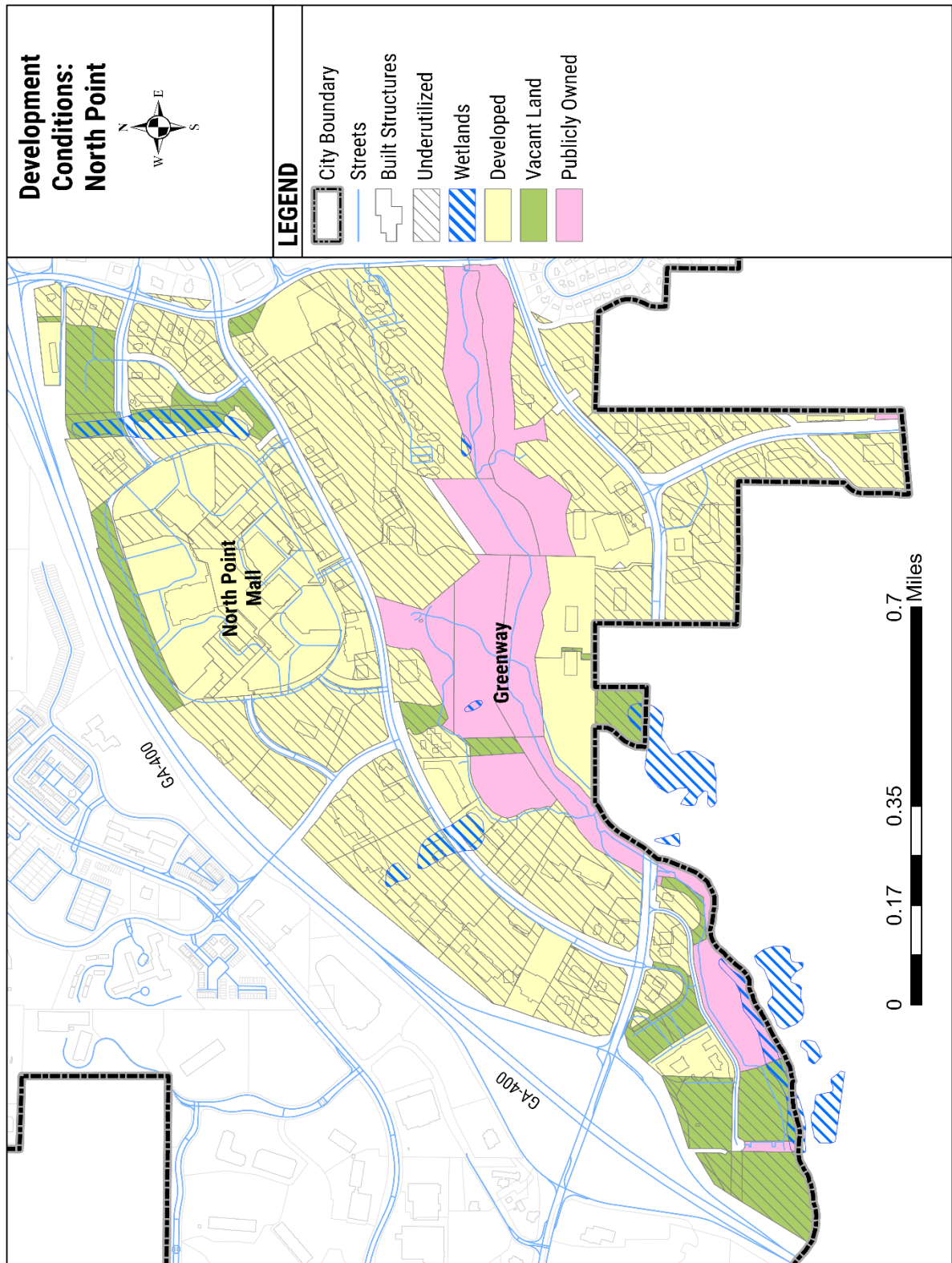
- NP-1, Redevelopment: Redevelop the Northpoint Mall into a live-work-play activity center that supports greater development densities than the Avalon and City Center. Sufficient multifamily units will need to be incorporated into the redevelopment strategy, as escalating construction costs would otherwise make the redevelopment financially infeasible. The redevelopment effort is envisioned to be a destination for young professionals to sustain long-term labor market outcomes. Connectivity to multi-modal transportation options (walking, biking, public transit) can maximize the site's potential.
- NP-2, Recreation Destination Use: With proximity to Big Creek Greenway, this site can be redesigned into a recreational activity center with a regional marketing pull that capitalizes on access to GA-400. Potential opportunities include a BMX course, ropes course, or paintball park.

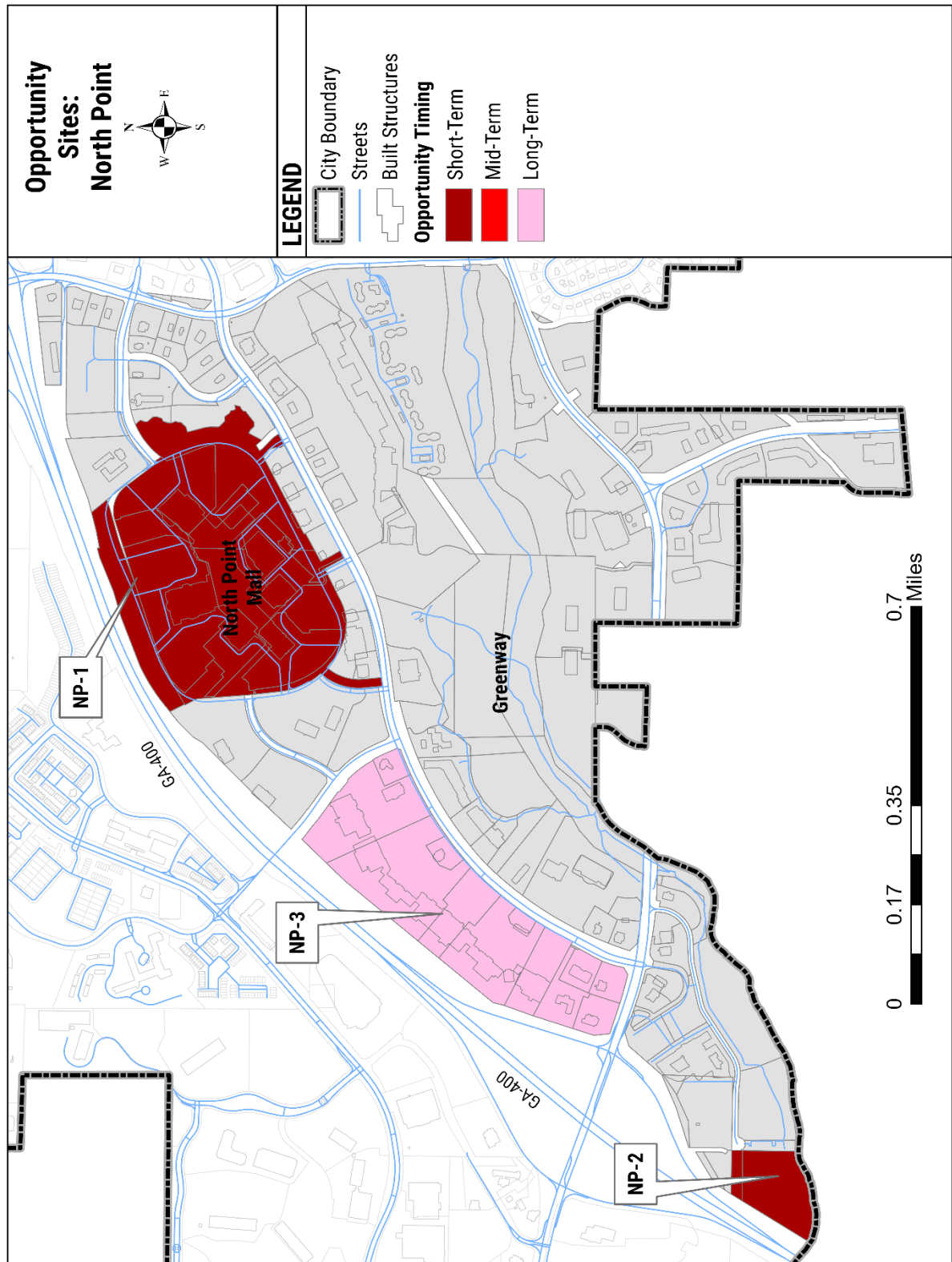
##### **Long-Term Strategies**

- NP-3, Assemblage: If the redevelopment of Northpoint Mall demonstrates market success (e.g., favorable lease rates, rapid absorption rates), these properties can be assembled and redeveloped to expand upon that success. Redevelopment efforts would be an extension of the Northpoint Mall redevelopment, at high density levels with a diversity of commercial and residential uses.









## 5. Old Milton

### Overview

The Old Milton activity area extends from the intersection of GA-400 and Old Milton Parkway to the intersection of Old Milton Parkway and Kimball Bridge Road. The activity area consists of auto-centric retailers and suburban-scale office developments. Georgia State University Alpharetta's (GSU-Alpharetta) Campus is located on the west side of Old Milton. A few large suburban-scale office developments report very high vacancies; three office buildings in front of GSU are over 50% vacant and two office buildings along Alexander Drive are over 30% vacant. The activity area is home to a few major technology-based businesses, including:

- Hi-Rez Studios
- Aptean
- Profisee
- Agilent
- Dexis Dental Imaging

Technology-based businesses are recognized for implementing hybrid-working models. As these models continue to normalize, technology-based businesses are prone to downsize their workspaces with the possibility of seeking workspaces outside of the City limits. Consequently, reducing the number of Alpharetta-based jobs and technology-based businesses. In light of these potential impacts, the City of Alpharetta should engage with the above businesses and identify their existing and future real estate needs.

### Vision

Future real estate can be a strategic initiative, in coordination with property owners, existing businesses, and GSU-Alpharetta. The presence of GSU-Alpharetta in proximity to major technology-based businesses can shape the conditions for a 'workforce development hub,' capitalizing on the educational resources of GSU-Alpharetta and industry-knowledge resources of nearby technology-based businesses. This synergistic relationship can encourage the development of educational programs at GSU-Alpharetta that upskill existing workers. While hybrid-work models are ongoing and many young professionals live outside the City limits, localizing young professionals increases in importance. RKG Associates recommends that many properties within the activity area incorporate live-work-play activity centers, offering a source of attraction for young professionals.

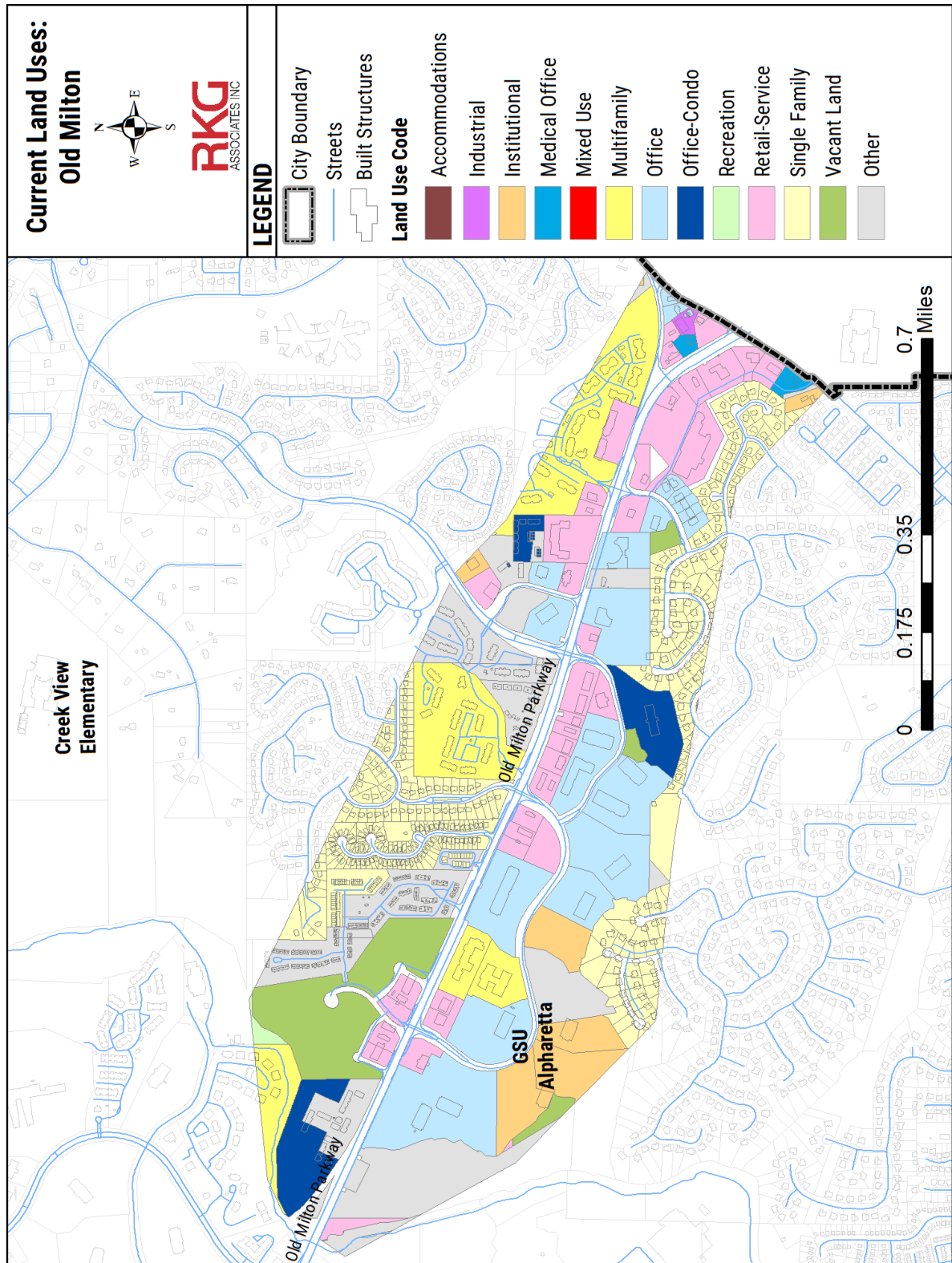
### Short-Term Strategies

- OM-1, Redevelopment/Adaptive Reuse: A coordinated PPP strategy between existing property owners and GSU-Alpharetta can create a catalytic investment opportunity. The existing office properties report very high vacancy rates and are unlikely to backfill vacated spaces due to shifts in workplace preferences among white-collar businesses; Particularly, the preference to be located in highly amenitized and walkable areas.

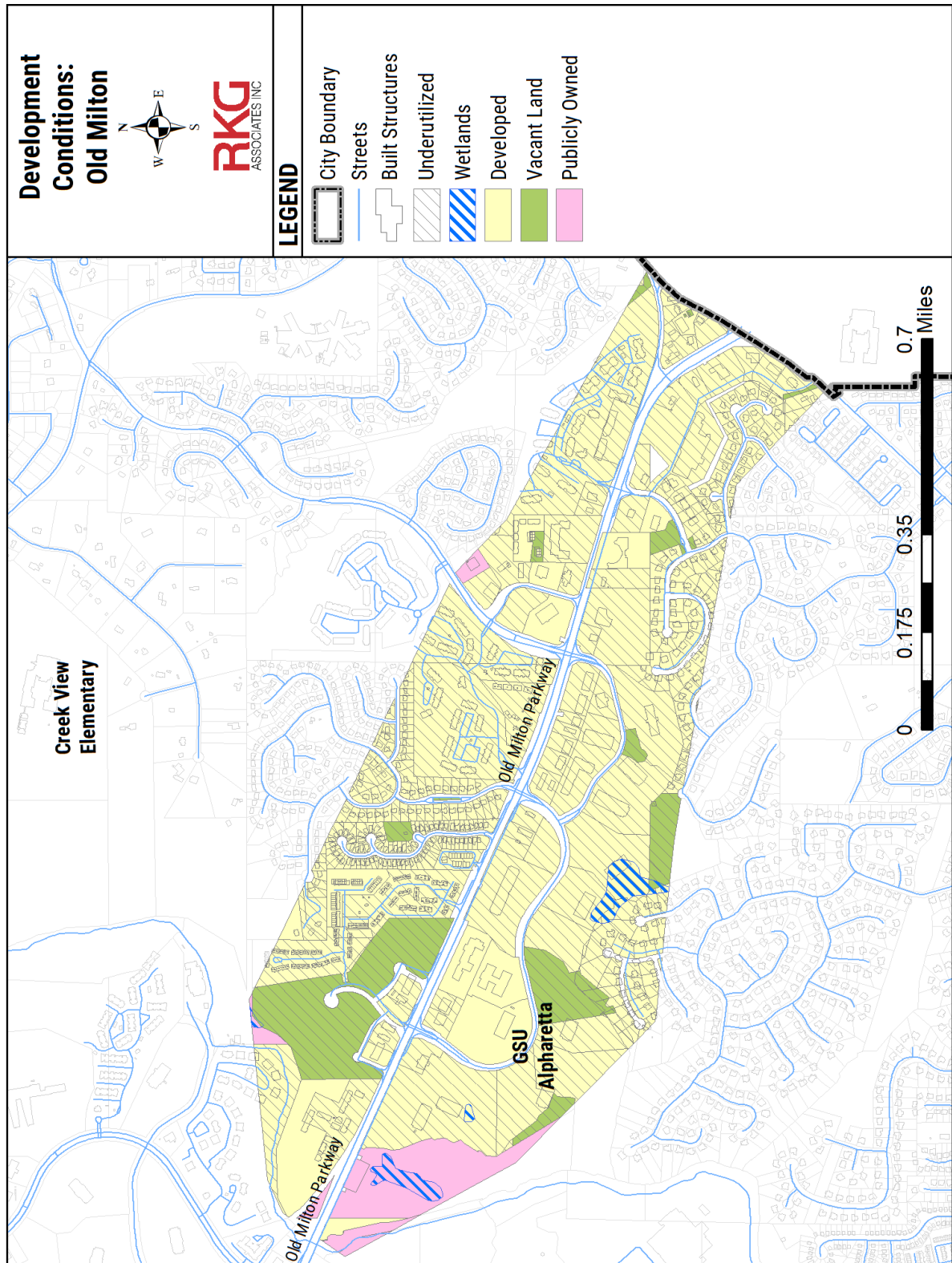
Redevelopment of the site into a work-live-create destination can help attract young professionals, a declining but needed population segment to help stabilize the City's long-term labor market conditions. Another opportunity can be converting the properties to accommodate R&D/flex spaces. These types of spaces face supply constraints throughout Fulton County and GSU is currently investing in biomedical sciences research. A PPP between GSU-Alpharetta and the office property owners can create an opportunity to expand GSU research activities to Alpharetta.

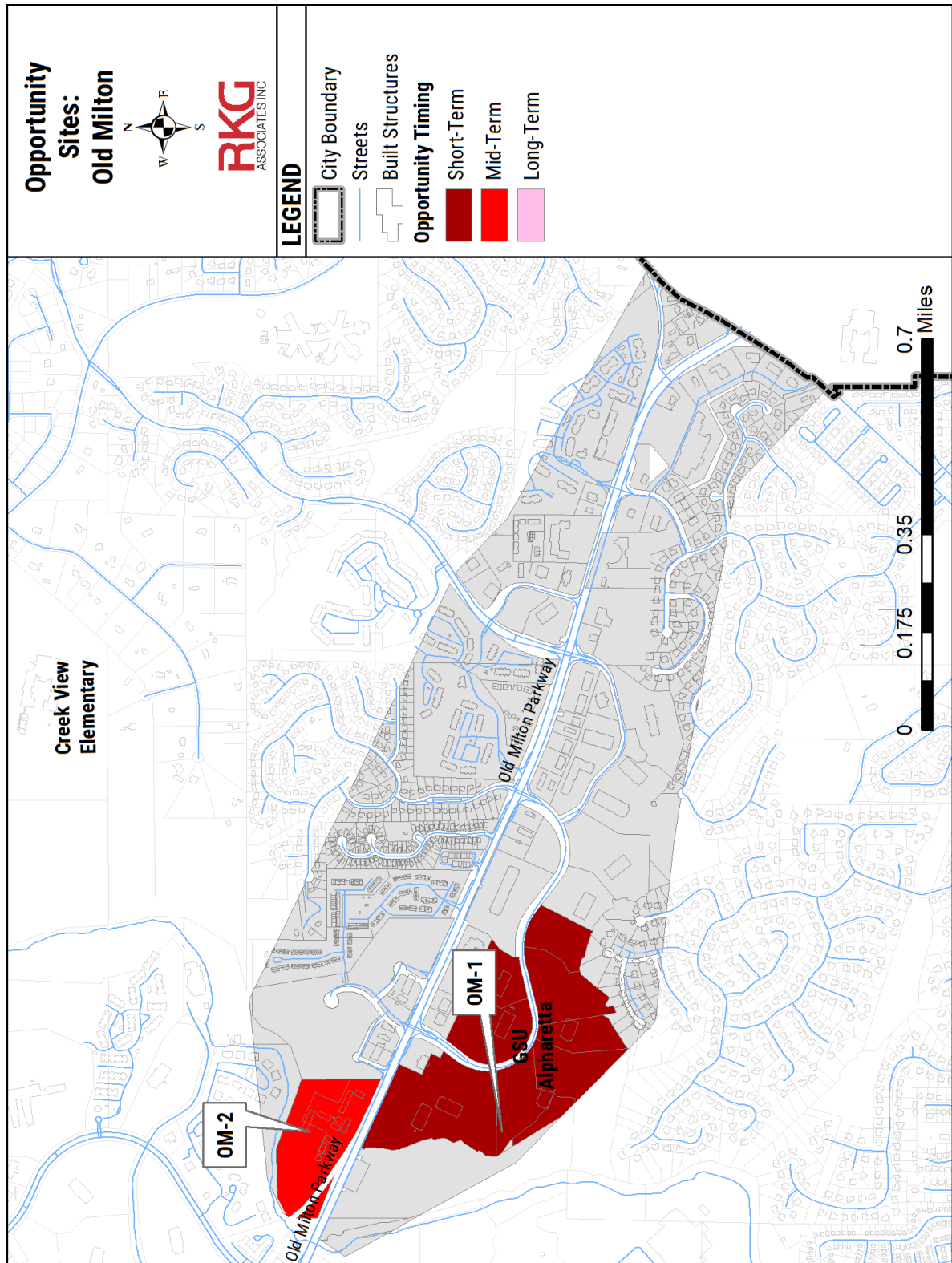
### **Long-Term Strategies**

- **OM-2, Monitor Properties' Market Conditions:** These office-condo properties retain healthy occupancy rates. Most existing spaces are below 1,500 SF, which can be attractive to businesses seeking to downsize. If the market value of these properties declines and vacancies increase, consider adding amenities around the site in an effort to backfill vacated spaces and strengthen marketability.











## 6. Amphitheatre Area

### Overview

The Amphitheatre Area Activity Area is predominantly industrial and commercial uses, consisting of various small-scale production-based facilities and automotive dealerships. Notable area assets include Fetch Park and the Ameris Bank Amphitheater, enhancing the City's tourism and hospitality sectors.

### Vision

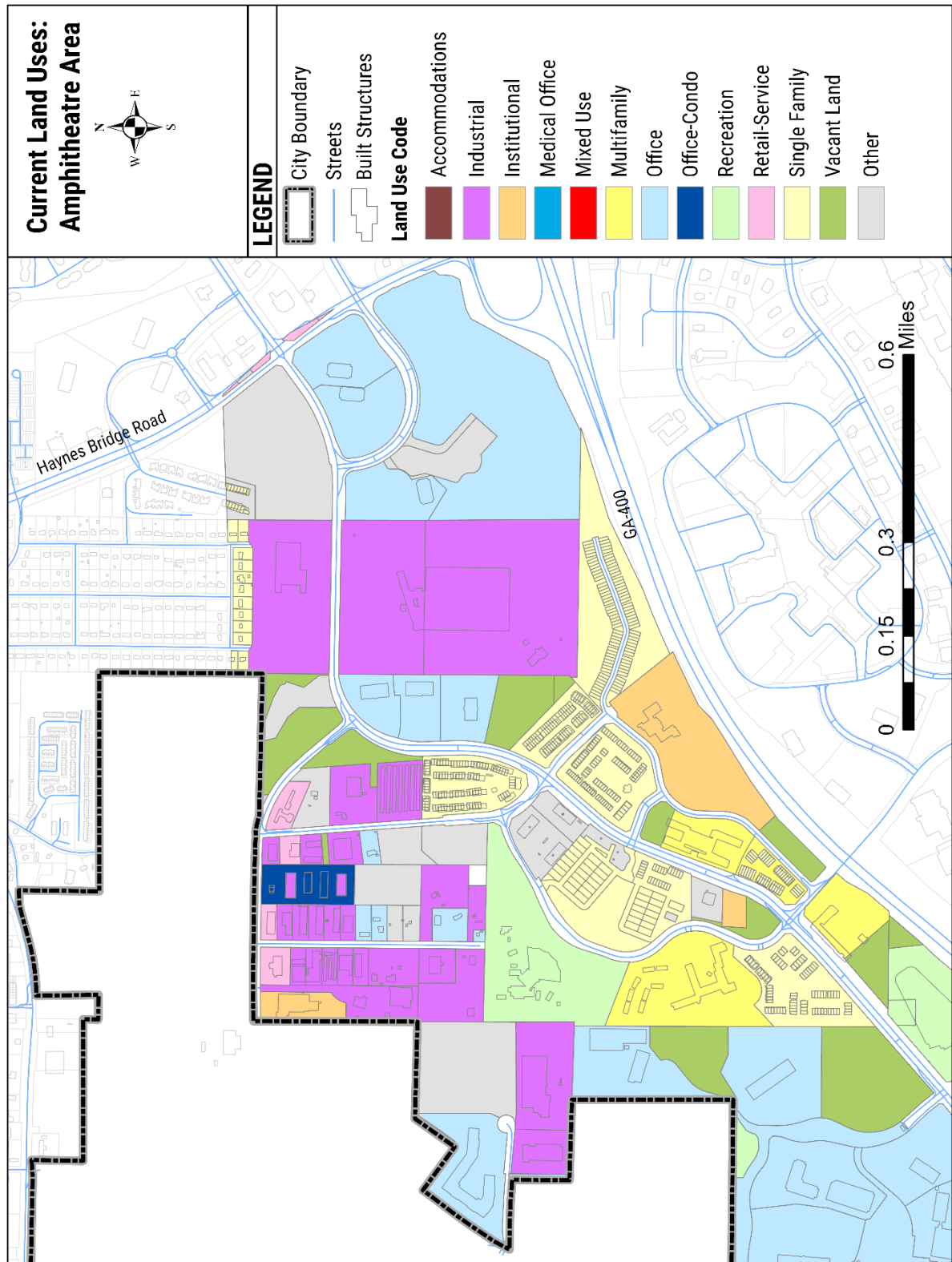
While the area's commercial and industrial operations remain stable, the objective of Amphitheatre Area is to preserve related economic activities. This includes expanding upon the momentum of the area's small-scale production-based operations and automotive uses. Strong market indicators point to pent-up demand for small-scale production-based facilities, especially as the region's supply chain networks expand and cottage manufacturing is revived into a normalized business-model among aspiring entrepreneurs. Properties within Amphitheatre Area exist that can catalyze these bullish opportunities.

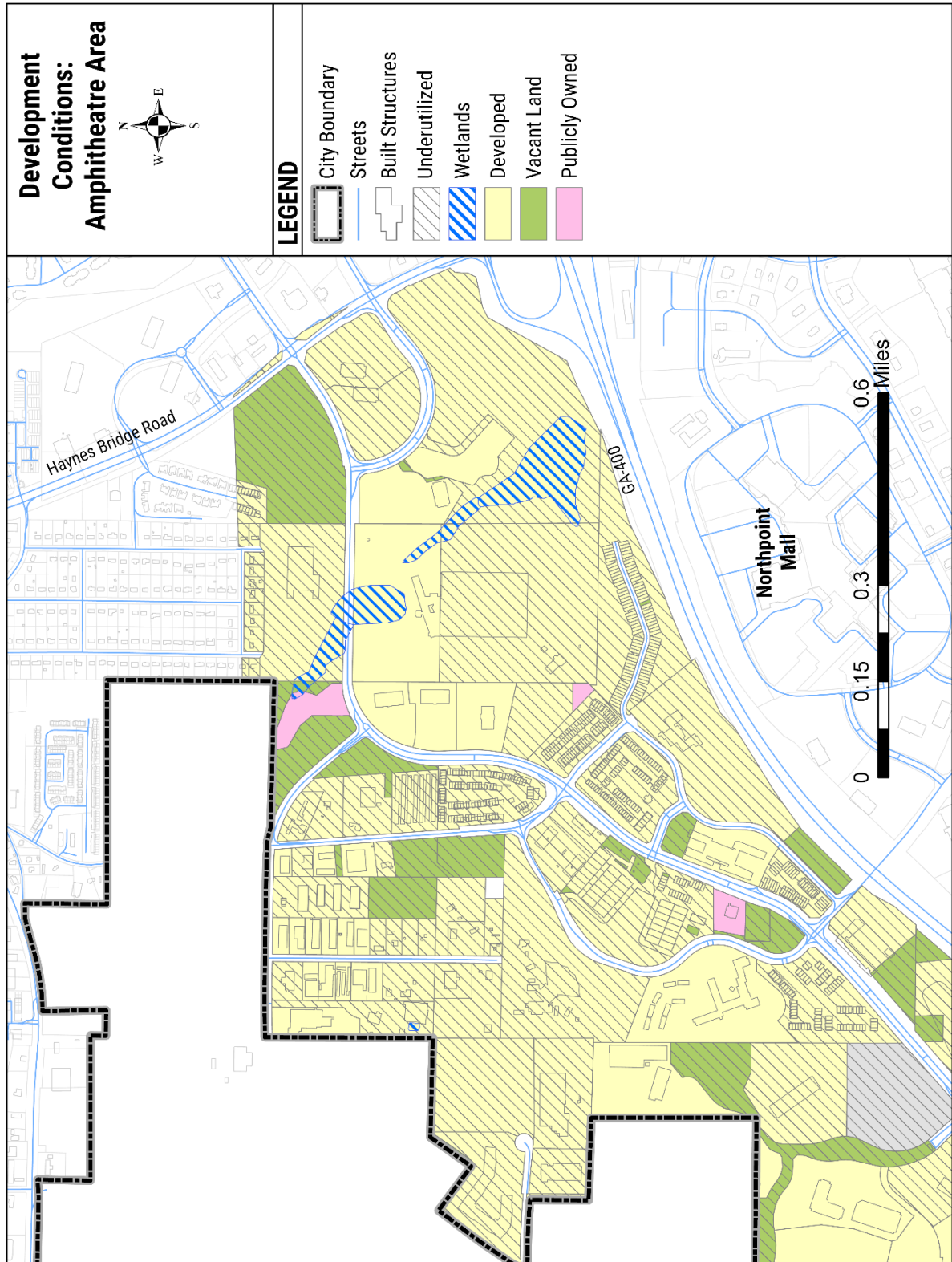
### Short-Term Strategies

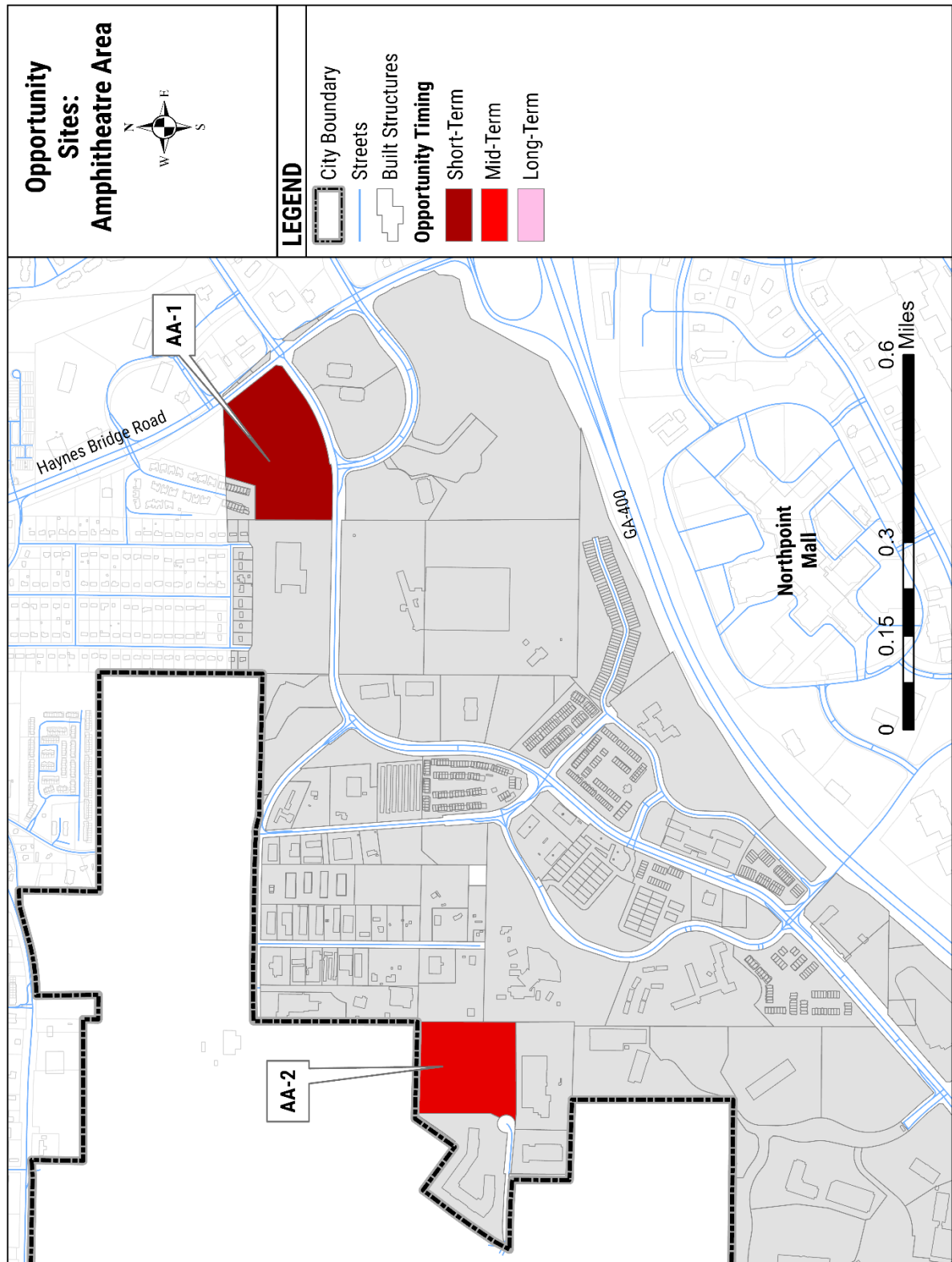
- ORN-1, Infill Development: A roughly 25 acre vacant parcel without improvements is located near the intersection of Morrison Parkway and Haynes Bridge Road. The site is absent of physical development limitations (wetlands, steep-gradients) and can be developed to capitalize on the proximity to GA-400.

### Mid-Term Strategies

- ORN-2, Infill Development/Structured Parking: This vacant parcel is connected to the Ameris Bank Amphitheater, serving as a major parking lot for the venue. The parcel supports a strong catalytic potential for infill development, expanding on the momentum of small-scale production-based operations. Construction of a structured parking deck can be used to fulfill needed parking requirements for the amphitheater and increase the magnitude of commercial-generating activities. Through these efforts, the site will be better incubated to support strong fiscal benefits.







## 7. Windward East

### **Overview**

The Windward East activity area borders the City's northern boundary, located directly east of the Windward Parkway and GA-400 intersection. Large-scale suburban office developments are located on either side of Windward Parkway. Many of which are underperforming due to market shifts in workplace preferences and virtual-working models. Virtual-working models have compelled many businesses to sublease unneeded workspaces. That includes Global Payments, which subleased nearly 40% of their office space in 2022. The area's underutilized workspaces translates to fewer weekly in-bound commuters, and therefore, less available spending resources on local services which can impact fiscal budgets overtime.

### **Vision**

Windward East represents yet another situation where large-scale suburban office developments face pressures to sustain economic activities due to shifting market preferences. Other areas of the region, including Alpharetta, offer competitive workspaces that are driven by prevailing market preferences to locate in areas that provide convenient accessibility to services and amenities. The intended vision of Windward East is to develop in way that match prevailing market preferences, creating a town-center style environment; a diversity of housing-price typologies, concentrations of lifestyle-retail amenities, and infrastructure that supports walkability.

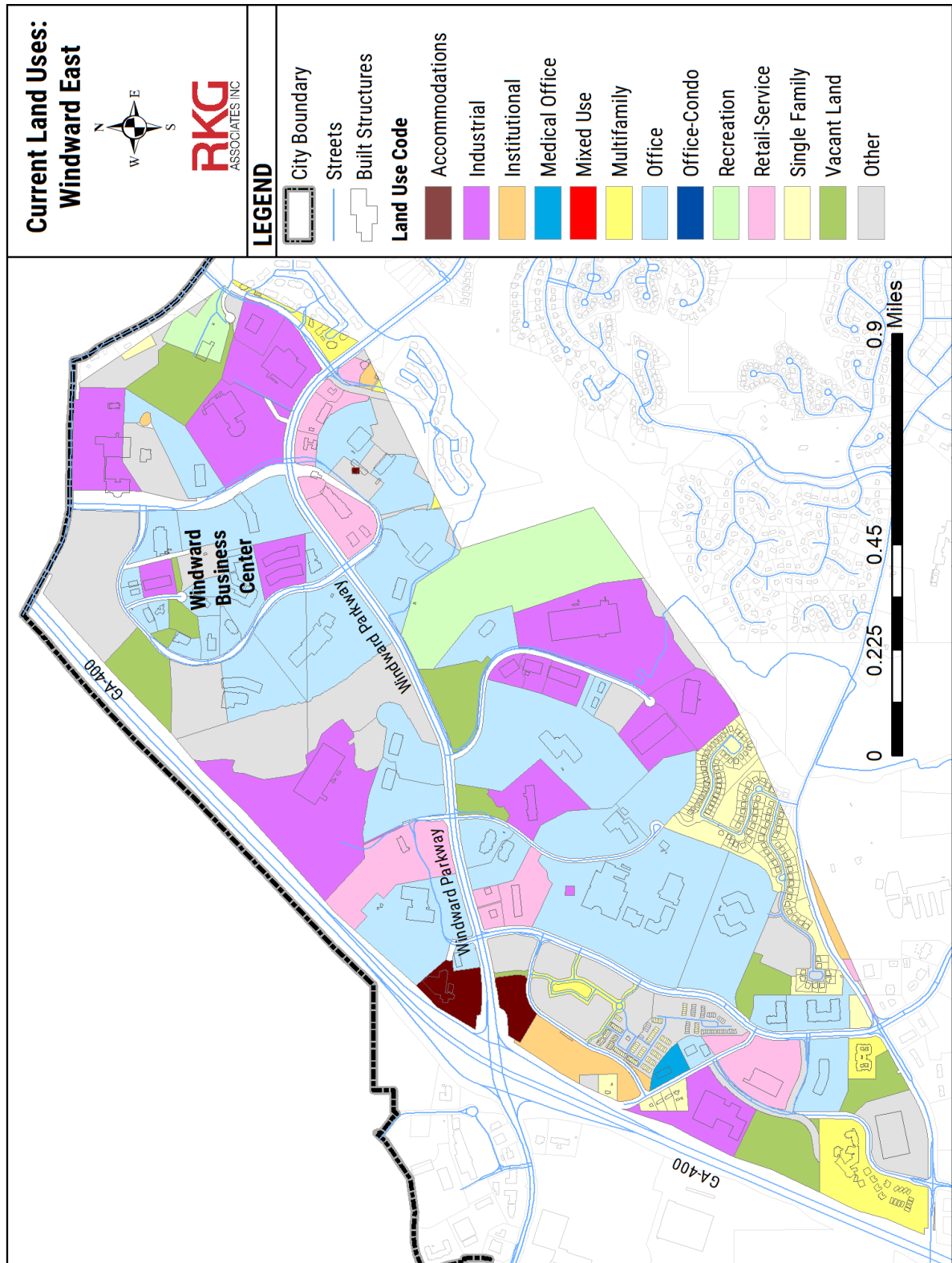
### **Short-Term Strategies**

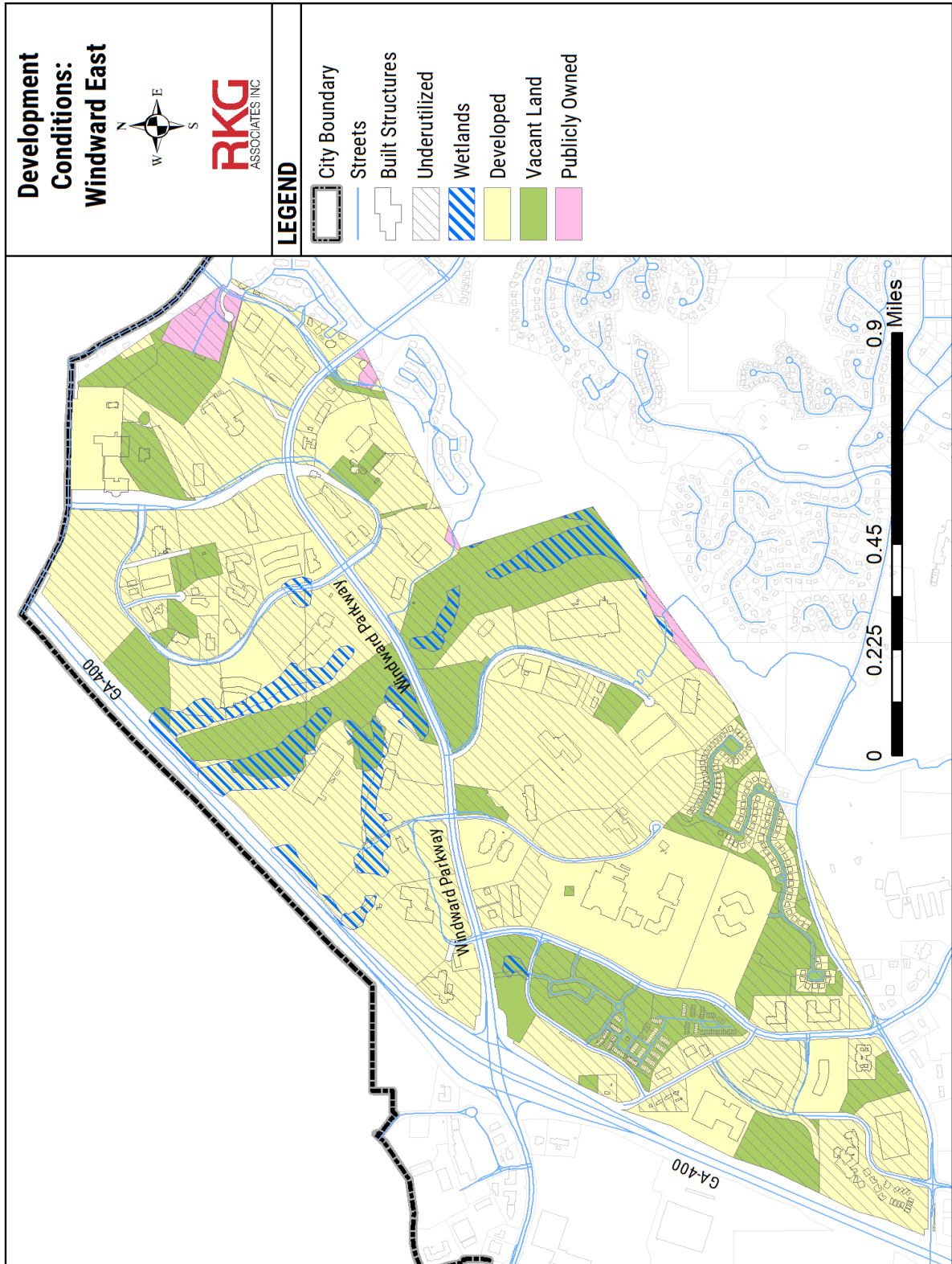
- WE-1, Infill Development w/Structured Parking: Form a public-private partnership with existing property owners to coordinate the development of a town-center style concept. Structured parking on the sites can maintain adequate parking ratios while freeing up land to develop a dense cluster of commercial-generating activities.

### **Mid-Term Strategies**

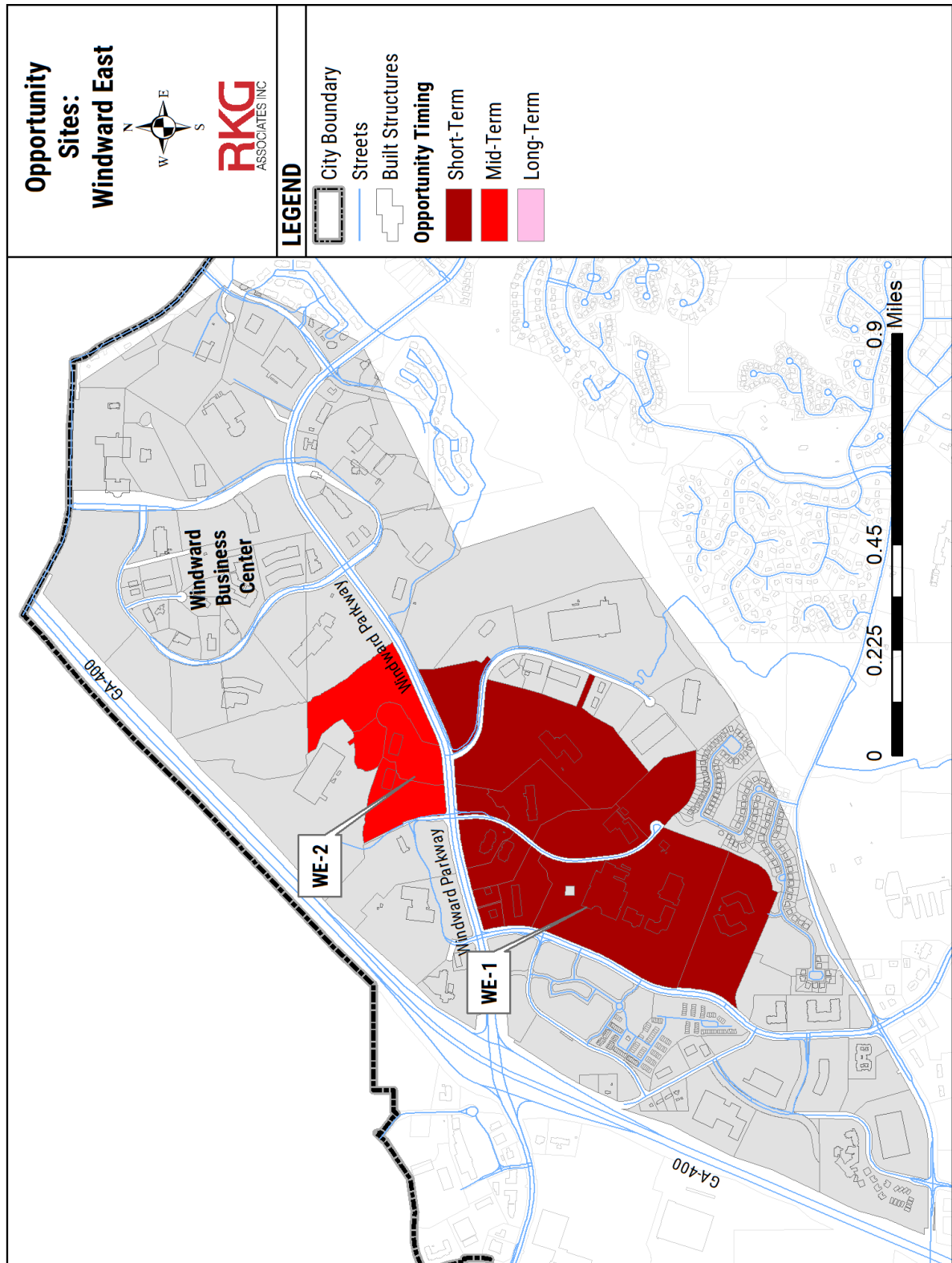
- WE-2, Infill Development: Develop infill projects on these parcels that expand the town-center style concept on WE-1 to strengthen its marketability.











## 8. Sanctuary Park Area

### **Overview**

The Sanctuary Park Area activity area extends to the City's border, interwoven with a variety of residential and commercial uses. A highlight of the area is Sanctuary Park, an instrumental business park for attracting companies and recognized for including a state-of-the-art clubhouse with lifestyle amenities. The intent of adding amenities is the same for most office park property owners, to revitalize leasing activities and attract workers back to office spaces. The rise of virtual-working models, however, imposes pressures on property owners as companies are projected to downsize their spaces. Large quantities of Sanctuary Park's office spaces remain vacant. That doesn't even account for the nearly 130,000 SF of office space which tenants are seeking to sublease, reinforcing the reduced spatial needs of businesses as virtual-working models continues to normalize.

### **Vision**

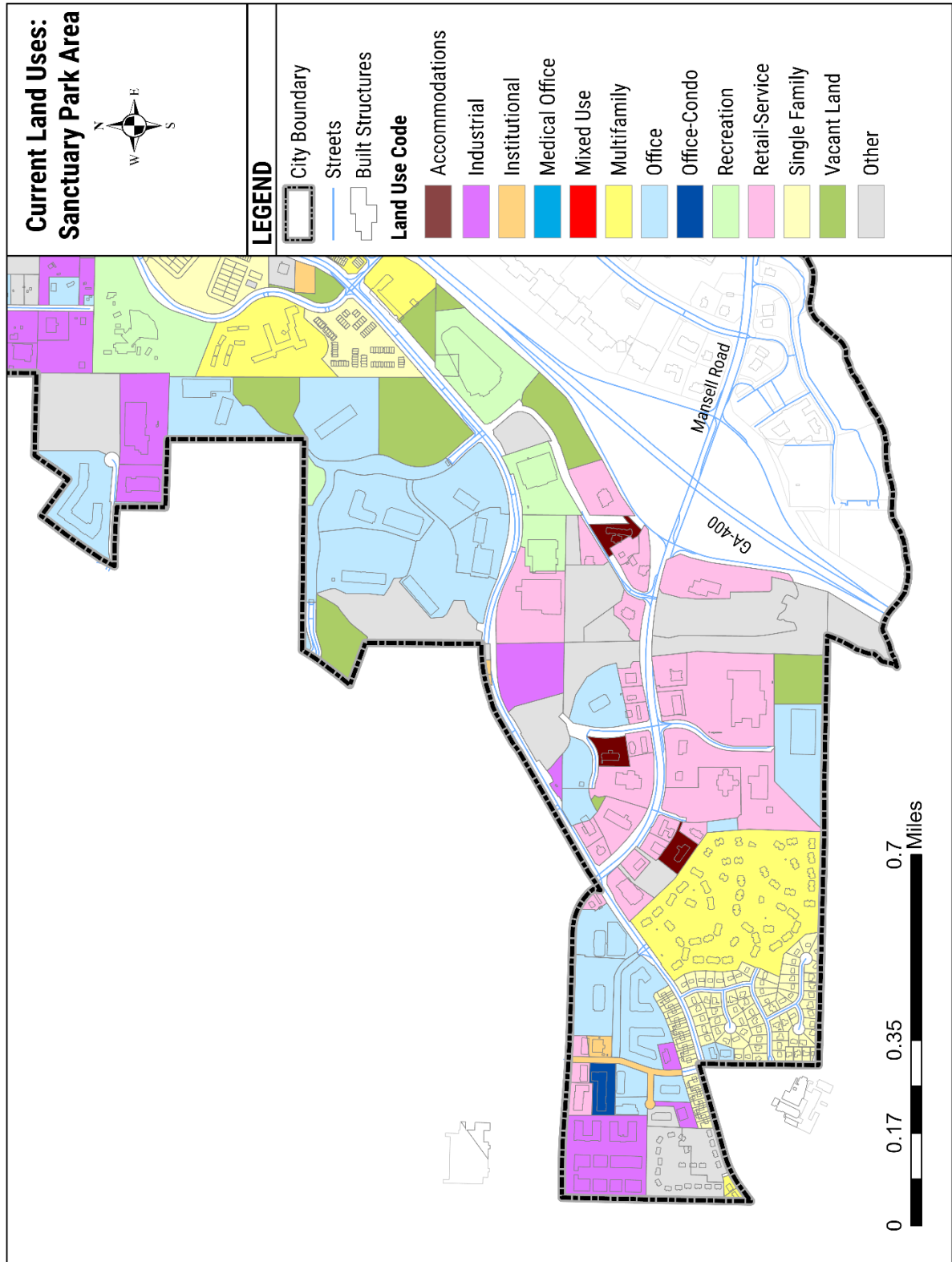
Similar to many activity areas with suburban-scale office developments, the intended vision is to preserve and revitalize underutilized economic activities. While Sanctuary Park's clubhouse addition can be appealing, it isn't likely to be a catalyst for backfilling vacated spaces. As post-pandemic work models become more popular, businesses will continue locating areas that are positioned to attract young professionals; areas that offer connectivity and walkability to services. Investments in work-live-play activity centers with price-diverse rental options can help attract young professionals. RKG Associates recommends that the parcels near Sanctuary Park embrace infill development projects, supporting a critical mass that can help revitalize lost economic activities.

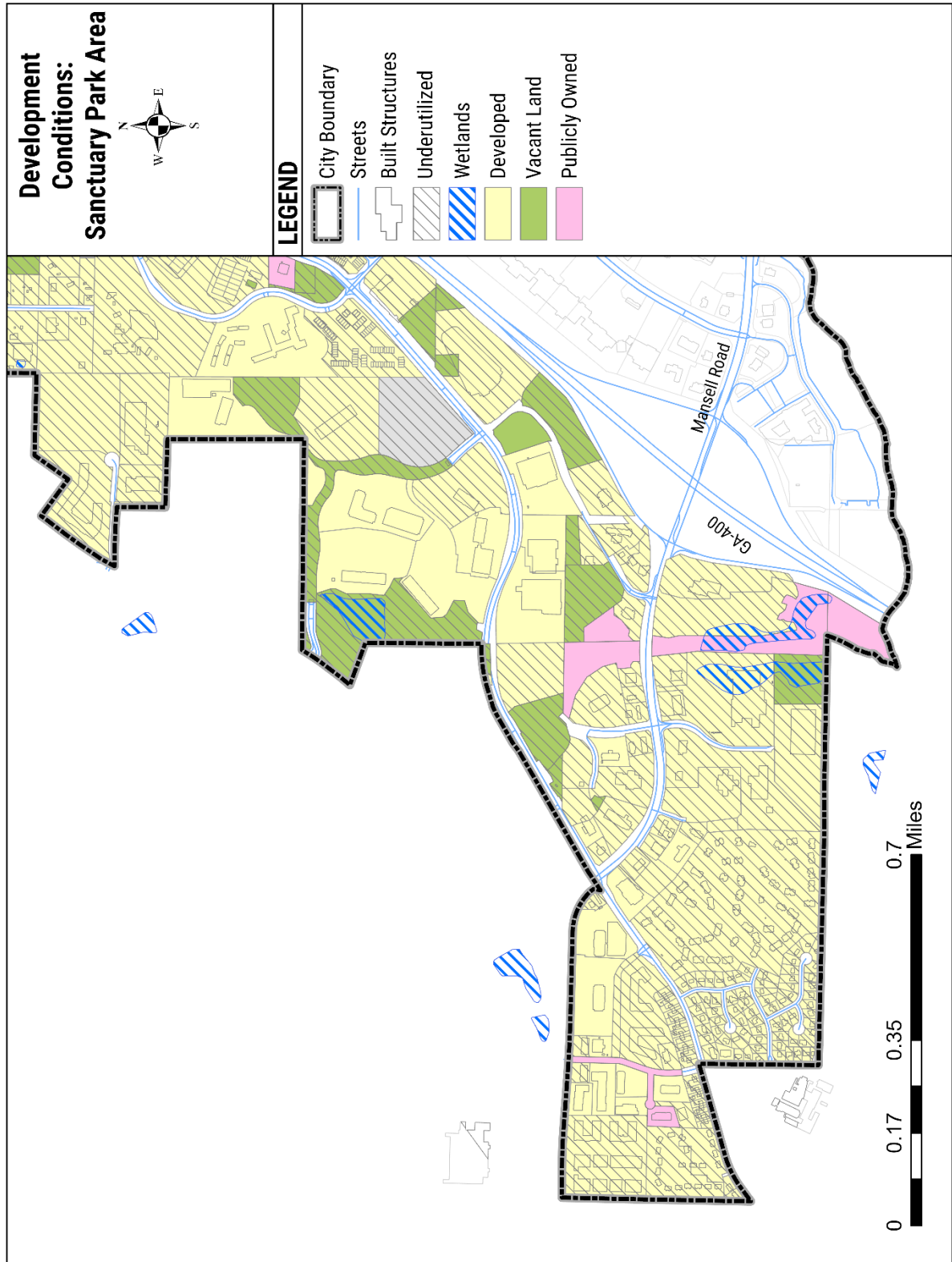
### **Short-Term Strategies**

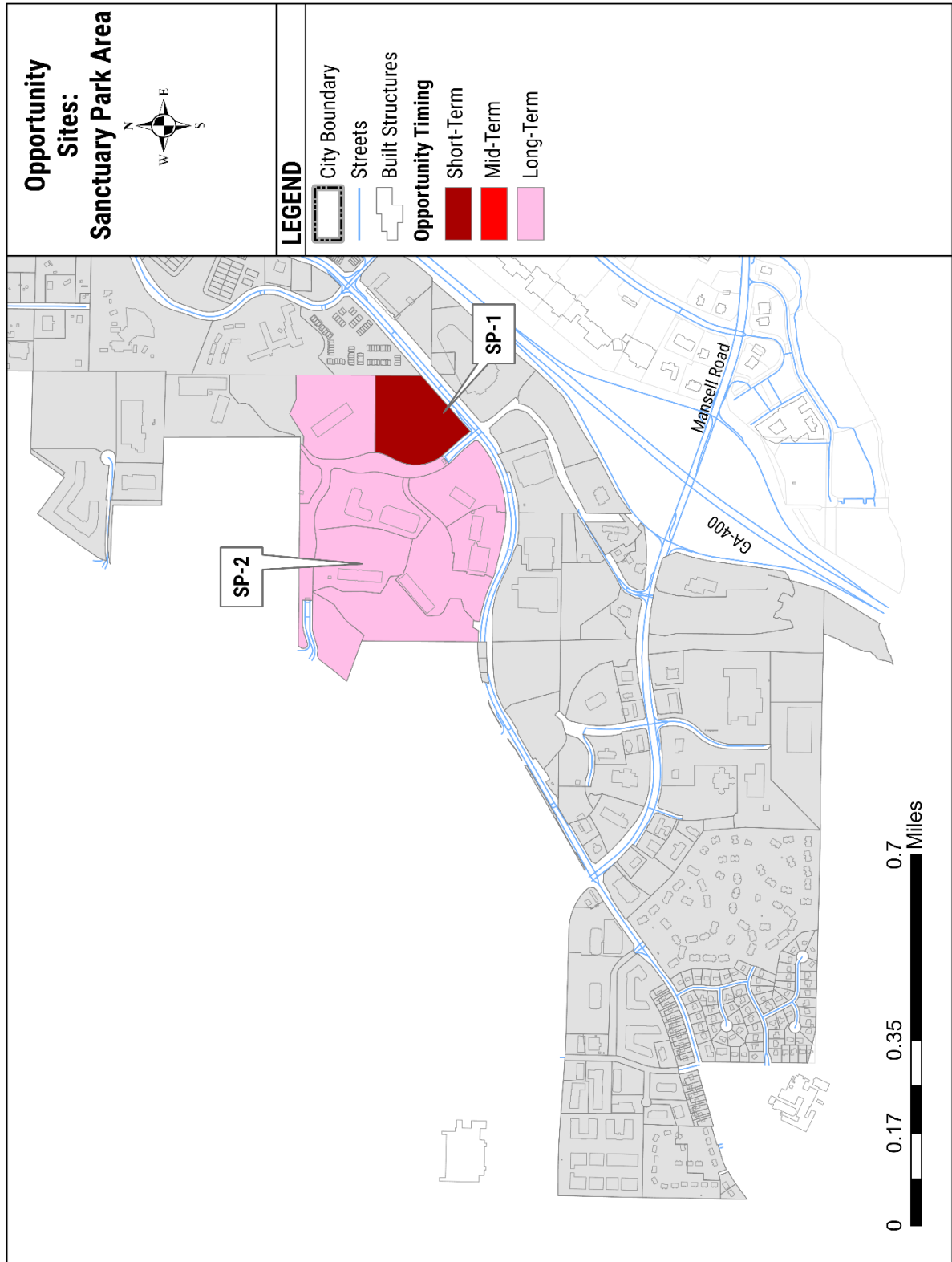
- ORS-1, Infill Development: A 14-acre vacant parcel without improvements is fronting Westside Parkway that is positioned for a catalytic opportunity. The site can be set aside for vertical mixed-use vertical development that accommodates the service and/or housing needs of existing workers within Sanctuary Park.

### **Long-Term Strategies**

- ORS-2, Monitor Performance: Like most suburban-scale office developments, monitoring their performance will be critical to sustain economic activities in the long-term. If vacancies persist and hybrid-working models continue, expanding the town-center style concept to Sanctuary Park can strengthen its long-term market performance.







## 9. Windward West

### **Overview**

The Windward West activity is west of Windward East and GA-400, hovering the City's northern boundary. The area is primarily suburban-scale retail development suburban-scale office projects. Windward West provides strong access to GA-400, which catalyzed the development of retail projects and is fueling recent investment proposals. Continuum, a City-council approved project, is expected to bring in substantial additional office space integrated with moderate levels of housing units. The project challenges the City's struggling office market performance, proposing to develop roughly 1.0 million square feet of office space.

### **Vision**

While the development phases of Continuum unfold, monitoring the project's office performance will be critical as market indicators suggest leasing spaces could be challenging. Despite this possibility, Continuum expands the town-center style concept in the City while bearing some resemblance to projects like City Center and Avalon. This concept has proven to be successful in Alpharetta, enhancing the City's efforts to attract business investment. As investments in Continuum take shape, opportunities exist for infill development and redevelopment projects that can strengthen the area's overall market performance.

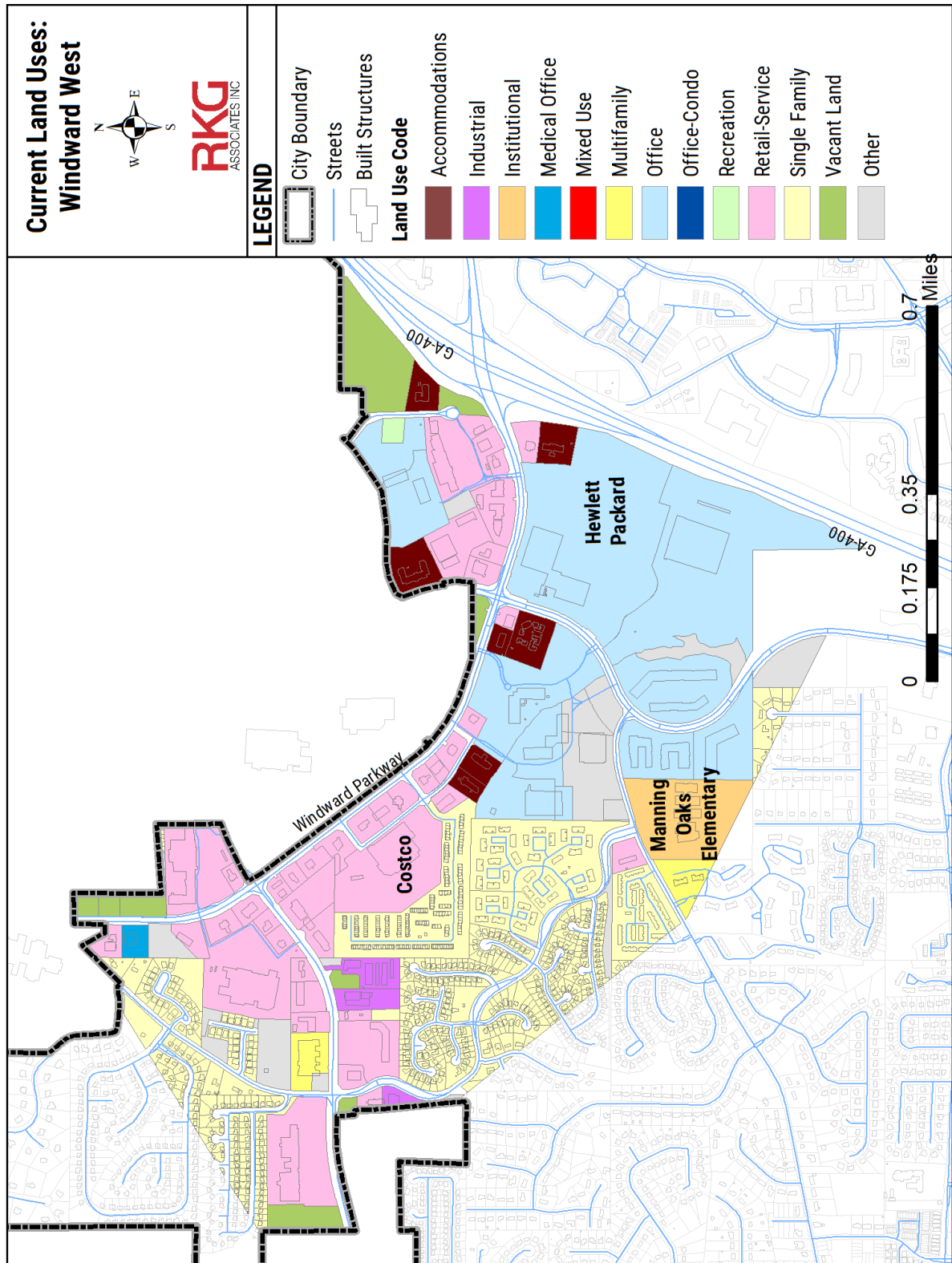
### **Short-Term Strategies**

- WW-1, Infill Development w/Structured Parking: The access to GA-400 provides a catalytic opportunity for infill development. A public-private partnership with the owners in Deerfield Point can enhance cost efficiencies for the development of a town-center style concept. Structured parking can free up land to support greater densities of new commercial activities. This can help reverse declining economic activities at Deerfield Point, which report very high vacancies.

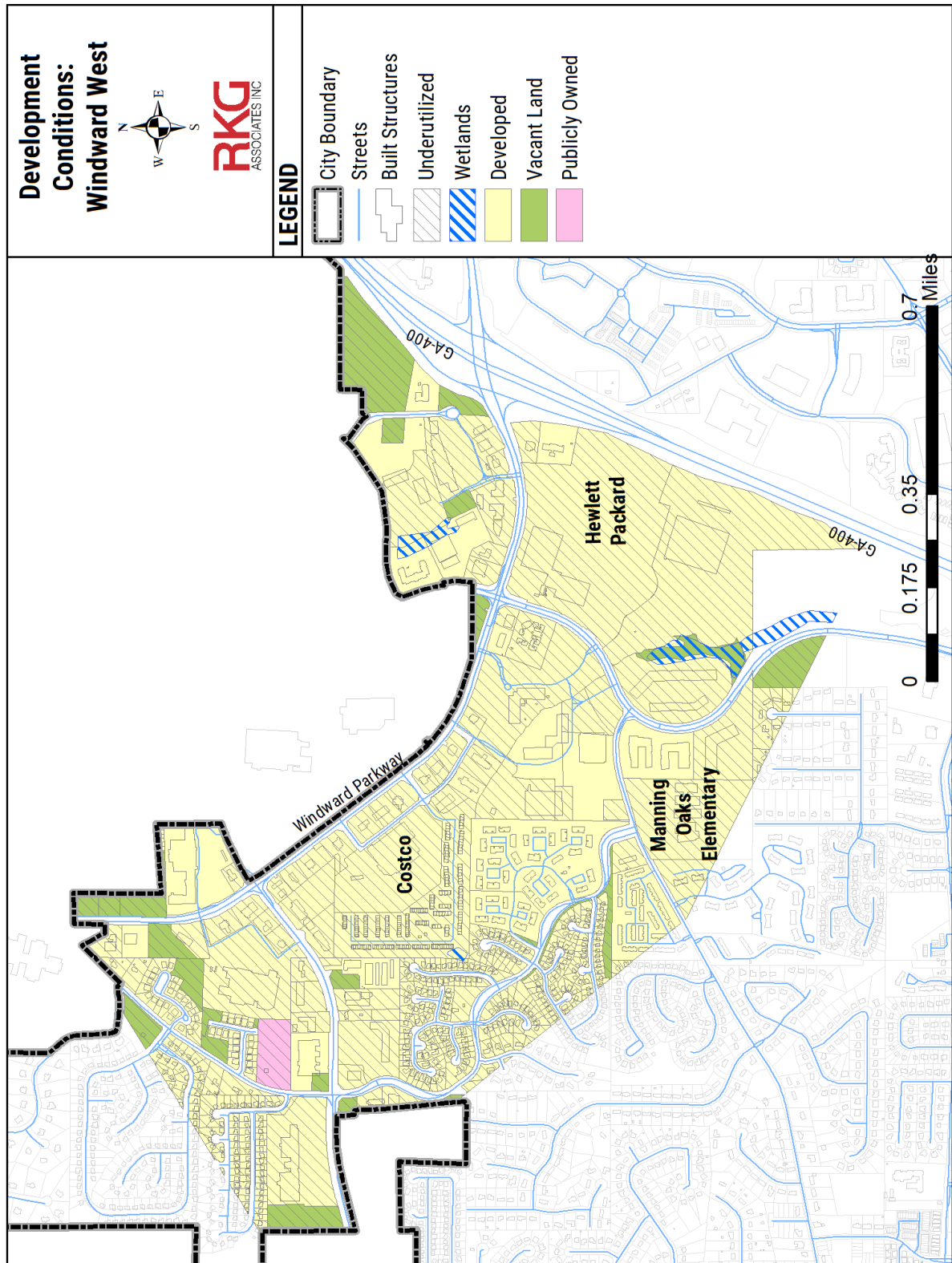
### **Long-Term Strategies**

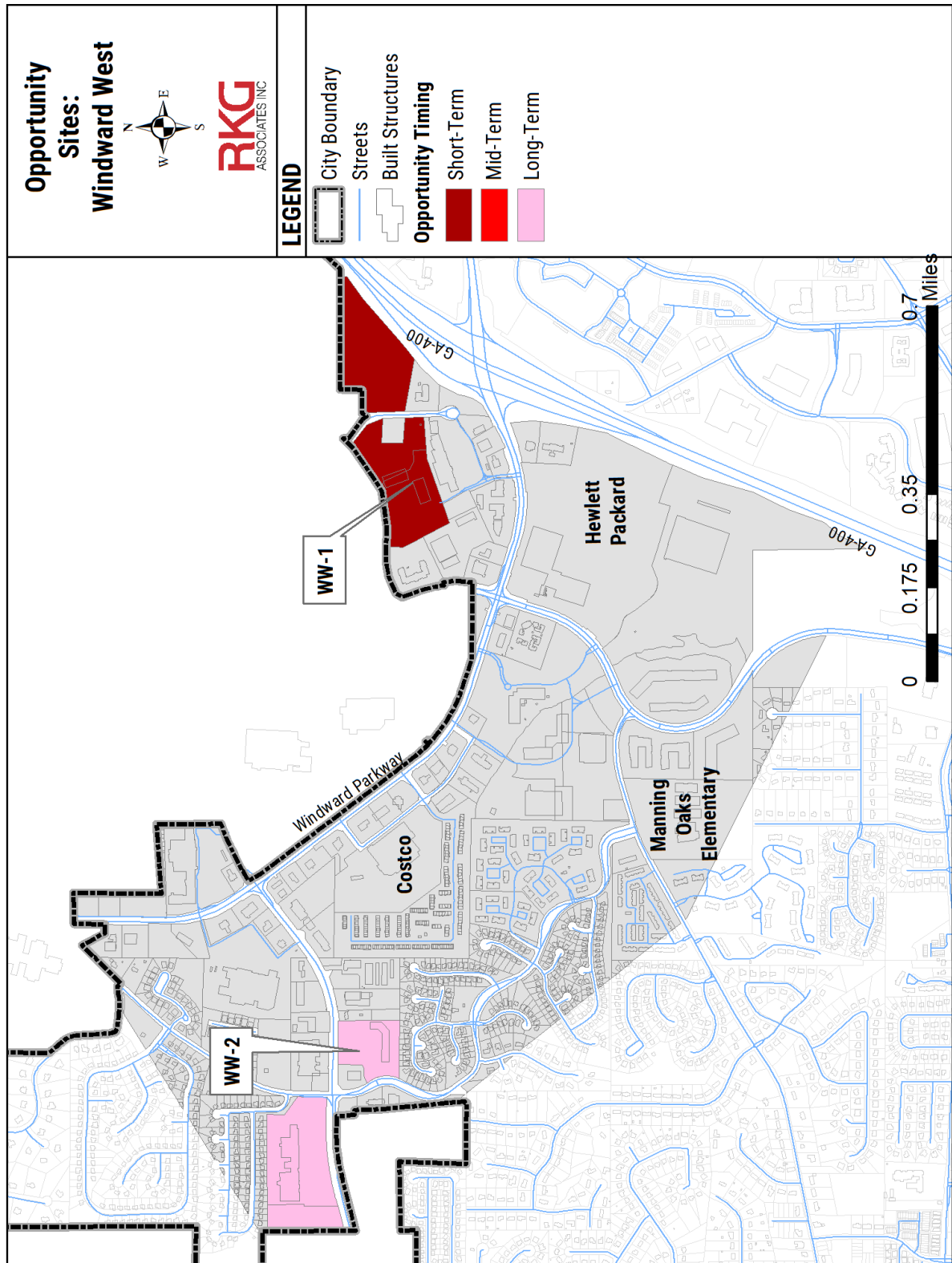
- WW-2, Redevelopment: Monitor the performance of these retail neighborhood centers, both of which report high vacancies. If the rates of performance continue to decline, consider redevelopment opportunities to include vertical mixed-use development; ground floor retail with rental housing units on upper floors.











# 6 IMPLEMENTATION STRATEGY

## A. INTRODUCTION

This chapter discusses economic development strategies for the City of Alpharetta to adopt as recommended by RKG Associates and the Advisory Group. These strategies were crafted on account of feedback from local and regional implementation partners, empirical research, and input from the City of Alpharetta elected officials and staff. The initial section of this chapter details the defined principles and goals identified by the Advisory Group and City of Alpharetta. The next sections detail discrete recommendations and implementation steps to assist the City in pursuing their economic development goals.

## B. STRUCTURE OF THE PLAN

The implementation strategy is organized into six general topic areas: [1] Business Retention and Expansion; [2] Business Recruitment; [3] Existing Asset Development; [4] Toolbox Development; [5] Outreach, Communication, and Marketing; and [6] Organization and Coordination. These topic areas reflect the basic tenets of effective business retention, expansion, and recruitment activities.

The success of each topic area depends on the effectiveness of all other topic areas. For example, the City's business retention and expansion strategies will depend on committing to a comprehensive and proactive marketing, outreach, and communication strategy with existing businesses within Alpharetta. Without consistent communication, the City will be limited in its effectiveness when trying to engage individual businesses regarding growth needs and challenges.



## C. PROPOSED ECONOMIC DEVELOPMENT GOALS

The assembled Advisory Group (listed in the introduction section) represents the various public and private perspectives that influence—and are influenced by—the City's economic development efforts. This Advisory Group provided guidance and feedback throughout the development of this plan. As part of that effort, a comprehensive outreach strategy was held to identify, refine, and prioritize the City's economic development goals that were initiated through

previous efforts. These goals were presented and reviewed with the Advisory Group, who provided feedback on refining and prioritizing these goals. The following list represents the culmination of this input and selection process and is presented in order of the Advisory Group's recommended priority.

- **Expand the City's business retention efforts to reach all existing businesses.** Alpharetta is equipped with several assets that have attracted businesses. Workplace preferences are in constant flux, however, and the key assets that fueled Alpharetta's prior success—including the City's office park inventory and price-competitive homeownership opportunities—increasingly become less desired and/or scarcer. While this document provides recommendations on how to strengthen the City's position to continue to attract new businesses, working to retain and grow existing businesses should become a priority in Alpharetta. The City should increase their coordination and cooperation efforts with all businesses within the City, understanding their unique challenges and opportunities; and in response, address their needs to sustain and expand their operations. Such business retention efforts can be instrumental for enhancing the City's long term economic sustainability, while unlocking greater sources of job creation and spending capacities.
- **Continue to attract professional and technical services firms to Alpharetta.** Alpharetta has grown into an employment center for professional and technical services firms, rooted in the City's highly educated population, abundant technology infrastructure, and office space inventory. The City's increasing cost-of-living, which restricts housing opportunities for entry-to-mid-level workers, and limited live-play-work activity destinations, which are preferred over office parks, can reduce Alpharetta's recruitment potential. Redesigning areas of the City to align with the workplace preferences in the prevailing knowledge economy can help sustain Alpharetta's recruitment competitiveness. This includes enabling greater levels of investments into live-work-play activity centers, equipped with price-competitive rental housing opportunities and efficient public transportation options.
- **Expand the City's entrepreneurial ecosystem through strengthening tech-based efforts and expanding initiatives that target other sectors.** City-sponsored entrepreneurship efforts have primarily focused on supporting the growth of technology-based startups. And to the City's credit, Tech-Alpharetta has proven to be a measurable success producing several technology-based startups and jobs in the greater Alpharetta region. While Tech-Alpharetta's efforts have had a positive impact on job creation, there is room for improving the City's entrepreneurial ecosystem to achieve even greater results. Such improvements include relocating Tech-Alpharetta within a collaborative work-live-play destination to nurture innovation. Additionally, co-locating workforce housing options that are affordable to recent college graduates. Furthermore, pooling sufficient financial resources to fund high-tech machinery and equipment that supports capital-intensive ventures (e.g., robotics, biotechnology, etc.).

The City of Alpharetta also should expand its entrepreneurial ecosystem by offering startup services to other market segments (e.g., retail). This includes technical guidance on the various aspects of starting and managing a business. Consolidating entrepreneurial services in one physical location—technology-based with other market segments—can optimize service delivery and lead to lower costs. Moreover, consolidation can promote innovation, as entrepreneurs can explore how technologies can be applied to various business models.

- **Diversify the City’s employment base beyond existing software companies.** Alpharetta is a major hub for software companies, especially in high demand fields such as FinTech and MedTech. While the software sector has been an integral part of Alpharetta’s economic development efforts, overdependence on any single sector can threaten the City’s economic stability. If investment from software companies were to pull out of Alpharetta, fewer spending resources are available to finance other commercial activities and local services. Alpharetta is vulnerable to losing investment overtime as external factors may influence software companies to relocate elsewhere. Such factors include an increasing demand among software companies to locate near young talent and downsize office spaces due to growing remote working possibilities. All that said, it’s critical for Alpharetta to diversify their employment base beyond software companies to ensure long-term economic sustainability.
- **Create dynamic employment centers through place-based strategies that meet evolving demand from employers and workers.** Avalon represents a fundamental shift in the City’s approach towards how workspaces are designed and modeled. In contrast with the single-use office park, Avalon’s multi-use approach enabled workspaces to be mixed into a vibrant environment of social and lifestyle amenities. A dense cluster of retail and communal spaces that foster socialization and walkability, reflecting urbanesque development patterns, catalyzed the commercial success of Avalon and exerted a major influence on the City’s overall economic development efforts. More place-based investments that reflect the development patterns of Avalon, and even at greater density levels in some cases (e.g., North Point Mall), can be a strong source of business and workforce attraction.
- **Encourage development that complements the scale and character of surrounding neighborhoods.** Retaining community character is a policy priority for the City of Alpharetta. However, given the rising market demand for vibrant, walkable destinations, investing in additional work-live-play activity centers should be considered to accommodate shifts in demand. This will involve redesigning areas of the City that can support higher levels of developmental densities, buffered away from non-compatible land uses and spatial patterns (e.g., single-family subdivisions).
- **Enhance the City’s housing supply to attract workers and businesses.** The connection between housing and pursuing sustainable economic development outcomes cannot be



overstated. Workforce housing options are critical for attracting service-based workers, boosting the supply of labor for local restaurants and retailers. Additionally, workforce housing options have become increasingly important to attract entry-to-mid-level professionals, boosting the supply of labor for professional services firms and software companies.

- **Maximize the potential of the City's expanding green infrastructure.** Green infrastructure in Alpharetta has several various economic and community benefits. The City's network of parks and trailways has enhanced the City's aesthetic appeal, facilitated social opportunities, and promoted recreational activities. Once complete, the Alpha Loop will be an active mobility path, offering walking and biking opportunities to travel between major activity centers. To improve the economic potential of the Alpha Loop, the City should consider adding intermediate commercial amenities (e.g., bike-up microbreweries) between the major activity centers.
- **Strengthen relationships between businesses and training providers to reach residents, existing businesses, and prospective businesses.** Equipping workers with in-demand market skills is critical to sustain local businesses' operations. This is particularly important for software companies as technological advancements continue to shape what skills employers require. While workforce training programs are offered at local educational institutions, such as Gwinnett Tech, their curriculums may not be up to date to address evolving workforce demands. All that said, facilitating consistent coordination between local workforce training programs and businesses can be effective in ensuring businesses' needs are met.

#### **D. BUILDING FOR SUCCESS**

Through existing economic development staff members, the City of Alpharetta has made proactive efforts to improve the City's competitive position. This plan is not designed to supplant those efforts but rather build upon them to enhance the efficiency and effectiveness of economic development investments.

- **Be flexible when implementing.** The recommended strategies detailed in this report are guidelines and not prescriptive edicts. They are considered effective practices that have been executed in other municipalities but are transcribed to reflect the ideals and vision of the Advisory Group and address challenges unique to Alpharetta. Given the long-term timeframe of several of the recommendations, strategies will likely need to be readjusted overtime to meet the City's economic development objectives.
- **Embrace change to support growth.** Development typologies and patterns that paved the way for Alpharetta's past economic development success may not align with shifting market realities. Investments in workforce housing opportunities and additional live-work-play activity centers can help Alpharetta adapt to shifting realities and ensure long-

term economic sustainability. Misleading narratives that these types of investments can generate negative consequences (e.g., reduced property values) can derail necessary investments to strengthen the City's competitive position and deter the City's economic growth potential.

- **Community data is the best data.** Identifying the key challenges and opportunities facing businesses today will involve consistent communication with them. Their responses provide the City with the most relevant information to craft applicable strategies and policies that facilitate business retention and expansion efforts.

## E. IMPLEMENTATION FRAMEWORK

The economic development implementation strategy is based on maximizing the potential of the City's primary economic activity centers while avoiding adverse impact on the larger residential communities. To this point, implementation of the action items detailed later in this chapter should be done within context of this implementation framework.

### Connectivity

The City has invested in local green infrastructure to enhance physical connections between key economic activity centers, including the Alpha Loop and Big Creek Greenway (Map 6-1). Both trailways offer non-motorized connections (e.g., biking, walking etc.), expanding the City's multimodal transportation network beyond traditional motorized uses. Utilizing these assets as a starting point acknowledges the importance of multimodal connectivity between housing, amenities, and employment centers for attracting the current—and emerging—generations of workers. While Big Creek Greenway is completed, extensions to the Alpha Loop are still underway.

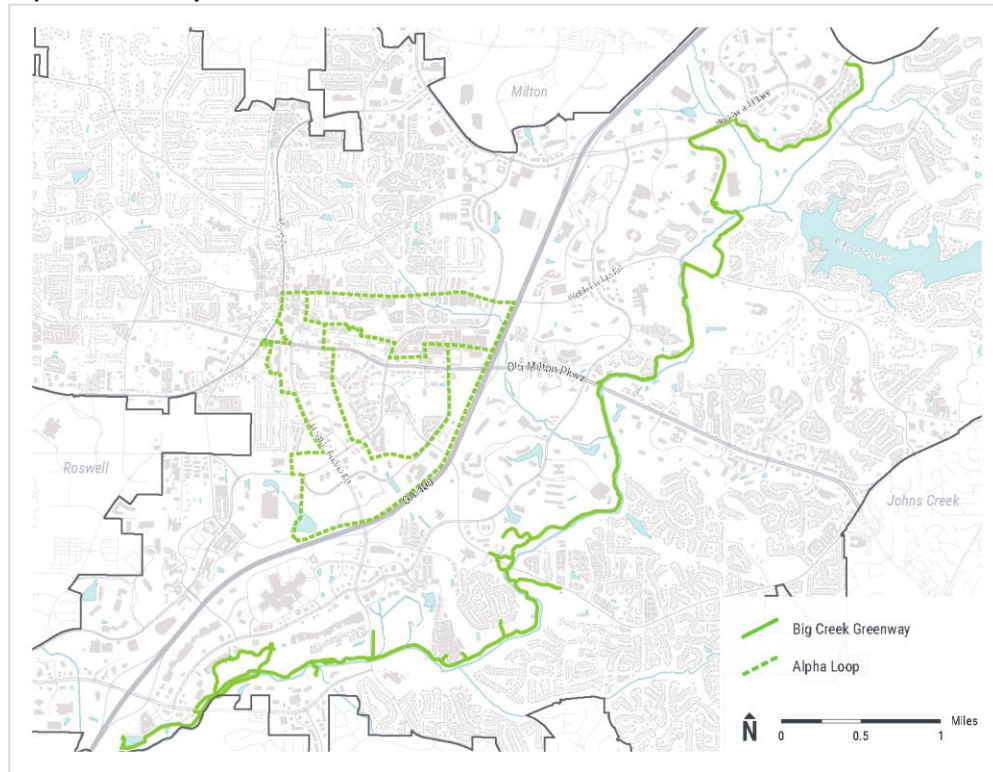
### Activity Centers

The final and complete construction of the Alpha Loop will improve accessibility to various economic activity centers (Map 6-2). Through the years, each economic activity center has developed a unique character based on various factors—motorized traffic patterns, land uses, and density levels:

- **North Point Mall.** Regional shopping center that benefits from access to GA-400.
- **Commerce.** Suburban employment center that accompanied corporate operations
- **Old Milton.** Auto-centric retail development that benefits from access to Old Milton Parkway.
- **Windward East.** Suburban employment center that accompanied corporate operations.
- **Continuum.** Suburban employment center that accompanied corporate operations.
- **Avalon.** Vibrant mixed-use activity center that has attracted office tenants.
- **City Center.** Vibrant mixed-use activity center that serves as City's communal hub.

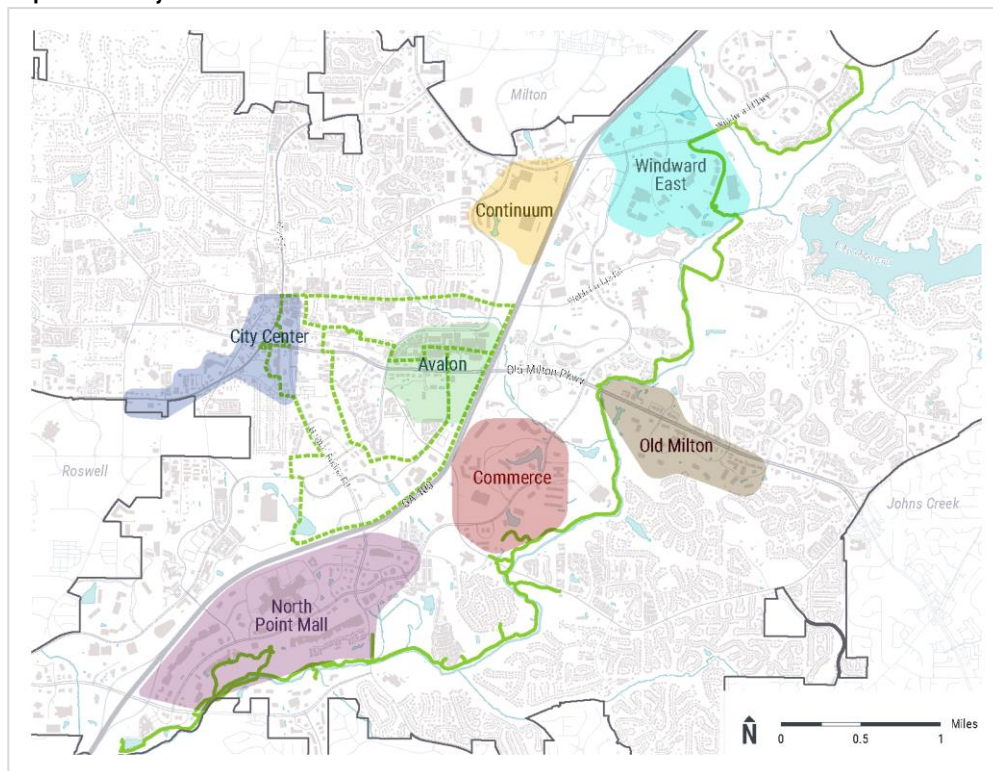


**Map 6-1 - Connectivity**



Source: City of Alpharetta, RKG Associates Inc., 2022

**Map 6-2 - Activity Centers**

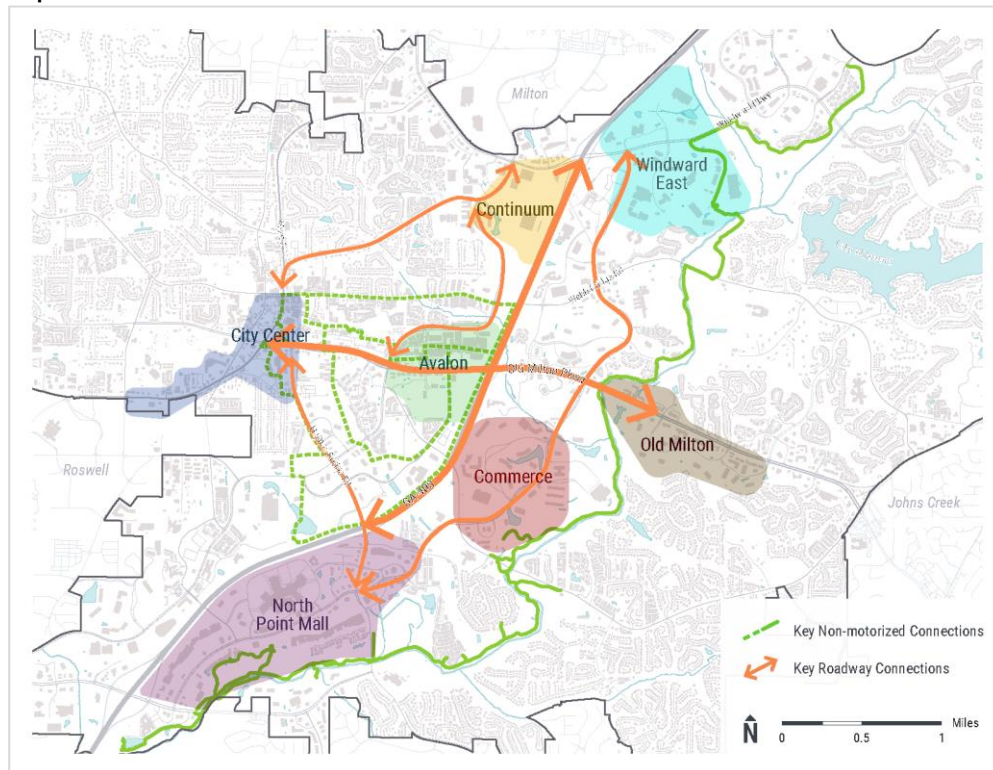


Source: City of Alpharetta, RKG Associates Inc., 2022

### Road Network

While the addition of non-motorized connections being integrate with the City's key roadways connections is important for future sustainability, focusing investment intensity in areas with the greatest transportation connectivity and access will help prioritize investment strategies and potential development levels. Using the City's main transportation assets (e.g., GA-400, Old Milton Parkway and Windward Parkway) to better define development/growth areas is paramount for this framework (Map 6-3). For instance, the planned confluence of Big Creek Greenway, the Alpha Loop, and GA-400 at North Point Mall indicates this area is better equipped for higher development typologies and intensity levels.

**Map 6-3 – Road Network**



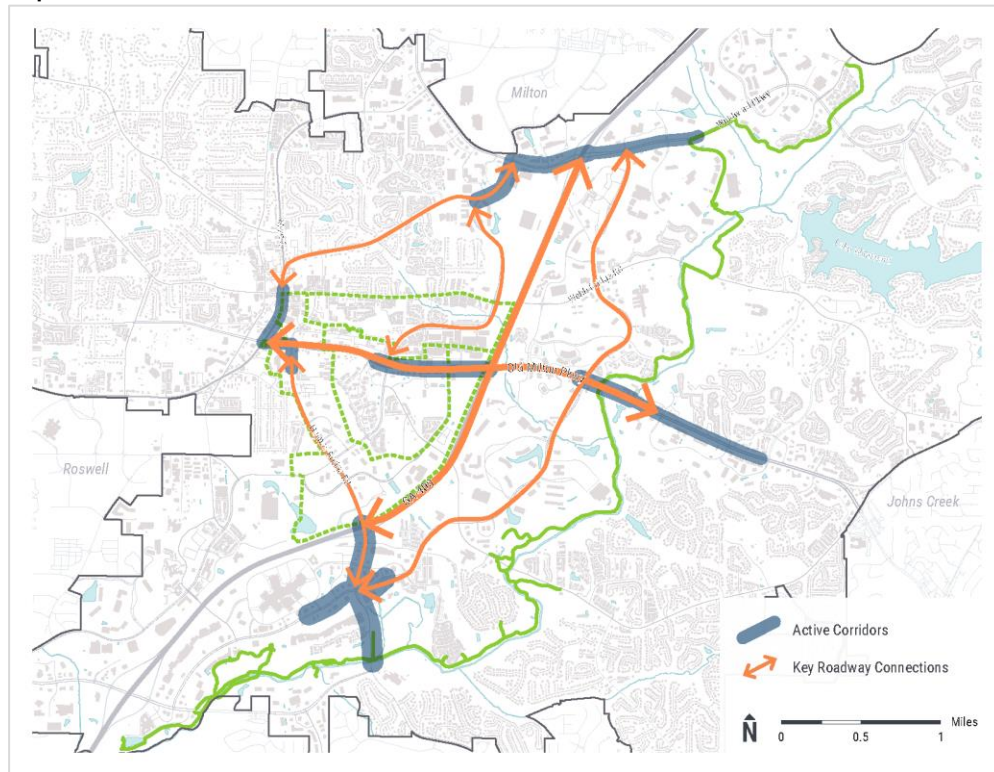
Source: City of Alpharetta, RKG Associates Inc., 2022

### Corridors and Activity Centers

Accessibility improvements and expansions to the City's multimodal transportation network can help generate several long-term economic development benefits to each area. This includes creating new sources of consumer demand for retailers, facilitating business and workforce recruitment investments, and creating seamless connections with existing active corridors (Map 6-4, Map 6-5).

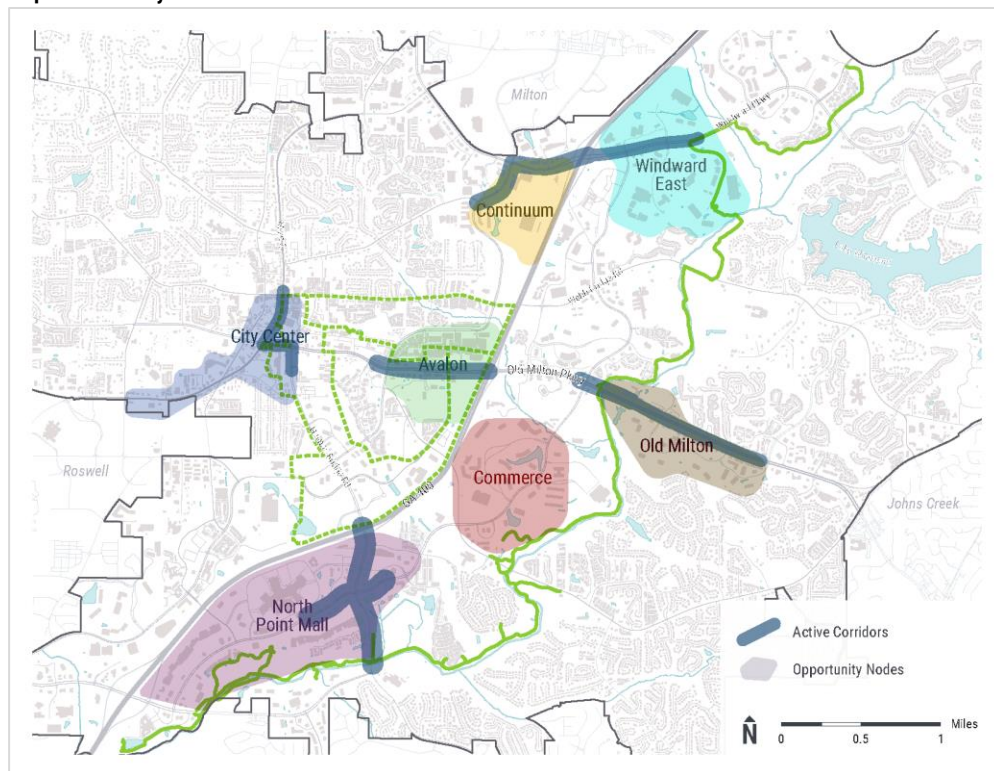


**Map 6-4 – Active Corridors**



Source: City of Alpharetta, RKG Associates Inc., 2022

**Map 6-5 – Activity Center Corridor Nodes**



Source: City of Alpharetta, RKG Associates Inc., 2022

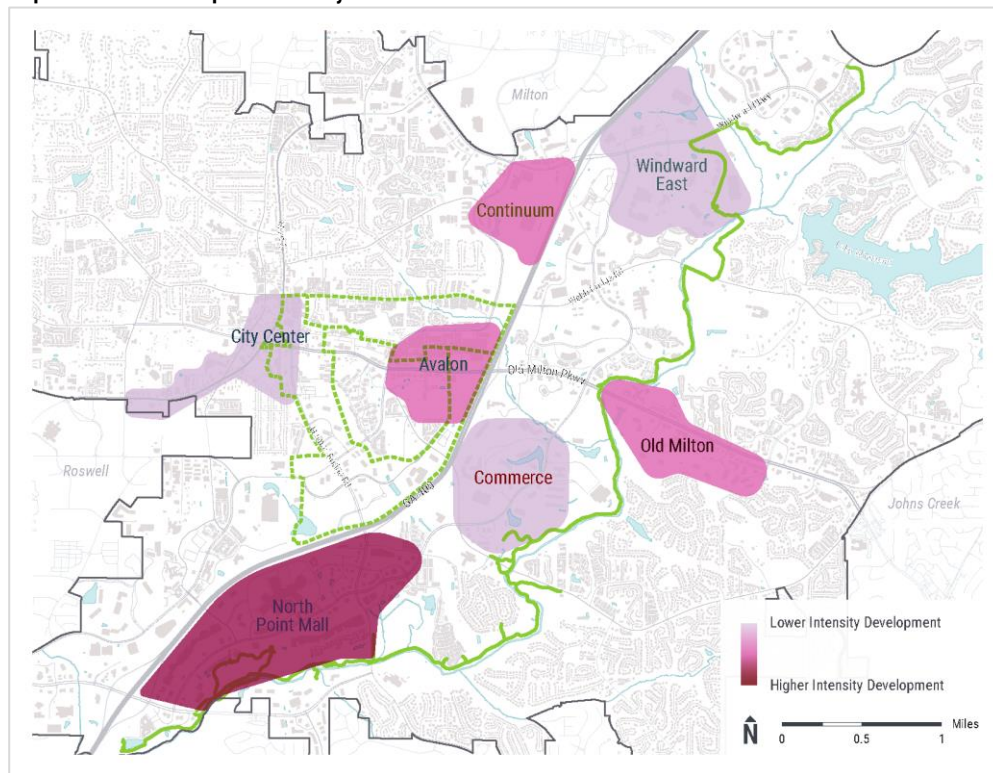
New sources of consumer demand for retailers can be developed through increased consumer traffic from walkers and bikers. For instance, while Old Milton largely relies on consumers via motorized, its intersection with the Big Creek Greenway allows walkers and bikers to access shops and restaurants more easily. This expanded accessibility for consumers can help support declining retail centers, such as the North Point Mall.

In today's knowledge economy, young professionals prioritize a multimodal transportation network, especially integrated with active mobility options. Attracting young professionals is a critical factor for attracting business investment, as businesses increasingly prioritize locating their operations near young talent. Such efforts are critical for revitalizing suburban office parks that are vulnerable to further decline (e.g., Commerce).

#### Nodal Development Intensity

While expansions to the City's multimodal transportation network can help with revitalization efforts in economic activity areas, enhancing land-use efficiencies and/or increasing developmental density levels should also be considered. RKG and the Advisory Group discussed how the current economic, market, transportation, and amenity climate in the City influences how the various nodes should be viewed for future infill and redevelopment efforts. Map 6-6 illustrates proposed density levels for each of the existing economic activity centers.

**Map 6-6 – Nodal Development Intensity**



Source: City of Alpharetta, RKG Associates Inc., 2022

North Point Mall represents the highest proposed developmental density levels whereas Commerce, Windward East, and City Center represents the lowest proposed developmental density levels. RKG Associates envisions North Point Mall transforming into a Central Business District (CBD) environment, equipped with the highest concentration of housing units, office uses, and retail spaces. The North Point Mall is a strategic location for this transformation, tucked away from incompatible land uses (e.g., single-family subdivisions) and situated at the City's gateway. RKG Associates envisions Commerce and Windward East be redeveloped to reflect similar developmental densities to City Center. Co-locating services and amenities through infill development projects can be used to sustain existing office spaces and revitalize unoccupied office spaces.

## **F. PRIORITY ACTIONS**

The Implementation Matrix presented later in this chapter provides an easy-to-follow guide of the economic development recommendations for the City of Alpharetta. The recommendations are organized into the six general topic areas identified earlier in this chapter. The specific recommendations in this strategy were shaped through combining the vision of the Advisory Group, input from community stakeholders, business leaders, and elected officials, current and projected market conditions, and current/projected market opportunities.

The following action items are "priorities" for the Advisory Group in context of the City's short-term implementation of an economic development business plan. They are considered critical, and in some cases catalytic, in their importance to reach the stated goals. The narrative provides context for these recommendations to help frame Alpharetta's efforts in a manner that will maximize the effectiveness of City resources in expanding economic sustainability, support new and existing businesses, expand the diversity of local housing choices, and attract further investment to Alpharetta. While the other actions identified and detailed in the Implementation Matrix are necessary to meet the defined economic development goals, their implementation is more supportive and ancillary to these efforts.

### **1. Business Retention and Expansion**

*Continue to develop a comprehensive list of all businesses within the City.* Over the previous few years, the City of Alpharetta has undertaken proactive efforts to inventory businesses within its municipal boundaries. Compiling a list of businesses through the availability of licensing data is efficient and effective. In an effort to ensure a comprehensive list of businesses, the City of Alpharetta can request local organizations to share their databases on existing City-based businesses. Organizations may include Tech Alpharetta, Alpharetta Business Association, and the Alpharetta Chamber of Commerce. A comprehensive list is essential for executing outreach and communication efforts to businesses in Alpharetta, such as implementing business surveys and scheduling 1-on-1 meetings.



***Implement an annual business survey to identify emerging trends/needs.*** An annual business survey can be an effective approach towards engaging with local businesses to understand and respond to prevailing market conditions and trends, shifting regulations, workforce needs, and physical workspace requirements. Survey responses can facilitate the creation of programs and policies that address common challenges and needs among businesses. And be used to identify specific businesses vulnerable to downsizing or closing, catalyzing the City to prioritize in-person visits to those specific businesses. Assessing the results of the survey will be critical to evaluate shifting market conditions.

***Proactively outreach to existing businesses through 1-on-1 meetings.*** A major component of business retention and expansion is working to enhance the performance of underrepresented businesses. This includes small businesses with limited capital resources and time availability. Most businesses the City of Alpharetta has recently connected with are large-scale operations (e.g., Microsoft, ADP). Large-scale operations can provide substantive insights on industry-specific market trends. However, the City must meet and engage with all businesses throughout its municipal boundaries not only to ensure their needs are met, but to update them on available economic development programs, opportunities, and incentives.

Per the existing economic development website, it seems that businesses are responsible for coordinating a discussion with staff members. It is recommended that the City reaches out to businesses to coordinate a discussion, and not the other way around. This approach can be more effective to nurture trust and transparency between the City of Alpharetta and the local business community.

Given the substantial number of businesses in Alpharetta, in-person visits will require considerable effort and time. Existing staff levels within the economic development department can limit the pace of engagement with local businesses. That said, hiring additional staff and/or reorganizing existing staff under economic development while cooperating with local implementation partners to engage with local businesses should be a priority. An efficient and effective approach is for the City to utilize a Customer Relationship Management (CRM) tool to track engagement efforts with local businesses.

***Create additional industry roundtables to meet quarterly on market/economic issues.*** Industry roundtables gather professionals from a particular industry on a quarterly basis. Roundtables are an effective platform for communicating business-related challenges and opportunities in Alpharetta. The City's participation at meetings is critical, drawing insights that can be used to develop programs and policies for sustaining and growing a particular industry. While all industries are encouraged to form roundtables, RKG recommends the following industries be prioritized for forming roundtables:

- **Retailers**
- **Small Businesses**
- **Professional Services**

- **Real Estate/Commercial Property Owners**
- **Healthcare**
- **Minority-owned businesses**

Roundtables are integral for facilitating the creation of programs and policies that focus on workforce development, entrepreneurship, and asset development. This is particularly beneficial for market segments historically underrepresented in economic development discussions (e.g., small businesses, minority-owned businesses).

***Actively engage Alpharetta's home-based businesses.*** As a means of adapting to the 'new normal' following the COVID-19 pandemic, many entrepreneurs are expected to turn to home-based businesses. As home-based businesses undergo potential expansions, the City of Alpharetta must consider similar action items recommended for other market segments. Key actions items can include the creation of business surveys and Advisory Groups targeted towards home-based businesses.

***Expand existing business networking series to connect more local businesses.*** Networking opportunities can enable local businesses to develop professional connections, recruit workers, and identify market shifts. Such opportunities can be engineered through interactive events and seminars, especially in casual stress-free environments. These events are different than traditional social and happy-hour type gatherings. Typically, these events bring in outside experts or keynote speakers, engaging the business community to provide emerging market information or provide insights into existing challenges identified in the business survey/business outreach initiatives. The City of Alpharetta can partner with local and regional organizations (e.g., chambers of commerce, the convention and visitor's bureau...) to develop specific subject matter events, applied to various market segments--small/entrepreneurial businesses, women-owned and minority-owned businesses, and young professional/entrepreneur group events. Implementation partners that may be interested in cooperating events for various market segments include:

- **Small/Entrepreneurial Businesses:** SBDC, U.S. Small Business Administration
- **Women-Owned or Minority-Owned:** Women Influencing Business at Greater North Fulton Chamber, Women's Economic Development Agency (WEDA), Georgia Minority Supplier Development Council (GMSDC), Multicultural Business Division (MBD) at University of Georgia SBDC Center
- **Young Professional/Entrepreneurs:** Tech Alpharetta, Georgia State University

***Create an annual lecture on available local, county, state, and federal assistance programs.*** Several local, regional, and federal programs are available to help existing businesses sustain and expand their businesses. Many of these programs spearheaded by government entities beyond the local level are actively engaged in economic development, managing larger budgets and can



offer substantial incentive programs. Local businesses should be aware of these programs, and the City should hold an annual lecture to make them aware of existing offerings at each level of government. Consequently, providing them with critical information that can increase their chances of retaining or expanding their operations.

## 2. Business Recruitment and Attraction

***Become more proactive with partners in business recruitment.*** Statewide, regional, and local economic development organizations actively engage in larger-scale business recruitment, including the Georgia Department of Economic Development, Metro Atlanta Chamber, Georgia Power, and Fulton County. RKG Associates recommends the City continue to coordinate with these organizations on potential business recruitment opportunities and how Alpharetta can enhance their competitiveness to capture investment activities.

- **Engage industry roundtables to generate potential recruitment leads:** Participation in industry roundtables (discussed in *Business Recruitment and Expansion*) is valuable for networking with existing businesses that can connect the City to prospective businesses within their vertical or horizontal supply chains.

To illustrate this, consider the City's interest in expanding their life-sciences sector and the challenge of renovating office spaces to lab spaces which requires specialized expertise. Through industry roundtables with commercial property developers/owners, the City can inquire about general contractors that may have previous experience with office-to-lab space conversions. The City can coordinate with general contractors and office property owners to identify renovation opportunities and ultimately, help enhance Alpharetta's prospects for recruiting life sciences firms.

- **Leverage relationships with nearby communities to join market in common target industries:** Competition between nearby communities can reduce Alpharetta's opportunities for attracting business operations. Rather, partnerships between communities can create co-benefits and be a cost-effective mechanism for business recruitment. The North Fulton municipalities worked very well together during the COVID-19 pandemic, engaging collaboratively to identify and address business needs/opportunities. While meetings continue today, Alpharetta should encourage this group to increase its proactive retention and recruitment efforts for shared target industries and objectives. For instance, the GA-400 brand—Technology Corridor—can be used to bridge resources between southern Forsyth County and North Fulton County/Alpharetta for recruiting advanced manufacturing firms.

***Expand start-up and entrepreneurial development services open to all businesses.*** Other than Tech Alpharetta, the City lacks a structured small business development program that helps aspiring entrepreneurs start and grow their businesses across industry segments. A Small Business Development Center (SBDC) exists to serve entrepreneurs throughout Fulton County

but is in Atlanta. Given the lack of program availability, the City of Alpharetta can create a program through a multistakeholder approach with the help of local quasigovernmental agencies, educational institutions, and business leaders.

- **Form strategic partnerships for staffing and technical assistance:** The closest Small Business Development Center (SBDC) operates out of University of Georgia. The SBDC offers entrepreneurial courses on start-up assistance, financing opportunities, digital marketing, and branding. The City of Alpharetta must consider coordinating with SBDC at University of Georgia, in effort to receive an in-house consultant that can help with small business development training and guidance. The City will need to identify a physical location in Alpharetta, for the SBDC consultant and other volunteers (retired mentors) to execute entrepreneurial development services.
- **Develop mentorship program that involves past or current business leaders:** Mentors can help enable aspiring entrepreneurs' business development goals through sharing their experiences and business connections. The City of Alpharetta should consider developing a program that connects local business leaders to entrepreneurs either seeking to start a business or grow their business. Strong consideration should be given to retirees acting as mentors, able to commit more time for mentorship than current professionals.
- **Develop small business revolving loan fund in coordination with financial partners to administer loan funds on behalf of the City:** A major challenge for entrepreneurs is to secure financing for their business operations. In response, the City should activate a small business revolving fund for business planning services and capital needs. Loans can be offered at very low interest rates with government guarantees backed by the City of Alpharetta and if possible, local, and regional stakeholders (e.g., Fulton County). The program would involve partnership with one (or multiple) banks, having these institutions match the City's investment in exchange for managing the origination and administration of the loans.
- **Partner with local firms to offer free/reduced cost business support services:** Early-stage businesses may lack the financial resources to fund specialized professional services. The City of Alpharetta should coordinate with local professional services firms to inquire about offering reduced (or free) rates for local entrepreneurs. This includes legal services, human resources, and accounting services.
- **Centralize Entrepreneurial Activities:** Tech Alpharetta just focuses on technology-based ventures. However, other market sectors are as critical to entrepreneurship (retail/hospitality). A central location for supporting entrepreneurial activities throughout all market sectors, including technology-based ventures, can enhance cost-efficiencies for City-sponsored programs. Moreover, a central location can encourage cross-pollination

between market sectors to facilitate the commercialization of innovative business solutions.

### 3. Asset Development

**Create/update small area plans for the City's primary economic centers.** The City of Alpharetta has identified several areas positioned for development and/or redevelopment opportunities. This includes the redevelopment of the North Point Mall, which has been proposed to be transformed into a vibrant live-work-play activity center. Following a complex procurement process, the most recent proposal was voted down. The eventual rejection reverberates the challenge of finding consensus among decisionmakers—in relation to things like character, scale, and developmental density levels. Without a defined and unified real estate vision, future projects will remain stalled which limits the City's overall economic development vision. RKG Associates recommends Alpharetta continue to build consensus for each of City's primary economic activity centers (through the LCI process). These ARC-sponsored small area plans serve to clearly define the scale and vision for various economic activity centers, serving to find consensus on proposed projects while balancing the interests of community members with economic development objectives.

That said, a unified vision must be in coordination with property owners, businesses owners, and residents. And through this engagement, determine the short-term, midterm, and long-term goals for each economic activity area. An integral part to promoting these visions will be modifying incompatible land-use/zoning regulations that limit progress (e.g., areas zoned for low-density residential in economic activity areas envisioned to transition to live-work-play town-center style development patterns.

**Maintain a locally managed database of available land and building space.** The City of Alpharetta has maintained a publicly available database that includes a useful GIS component---Select Alpharetta. The database advertises a comprehensive spectrum of spatial sizes, ranging from smaller-scale spaces (10,000 SF or below) to larger-scale spaces (25,000 SF and above). RKG Associates recommends that the City continue maintaining Select Alpharetta but cross-reference with other entities advertising properties within the City to ensure accurate reporting. For instance, many properties in Alpharetta advertised by Georgia Power Community and Economic Development report different square footages of available leasable space than reported in Select Alpharetta. The conflicting information can cause confusion for prospective tenants, and therefore, increases the likelihood of seeking other communities to locate their operations.

**Identify 4-6 priority investment/reinvestment properties within the City.** Based on the economic development small area plans mentioned above, the City should identify 4-6 priority investment/reinvestment properties to focus their efforts. As the properties are identified, the City should develop a prospectus book highlighting each site, current use/ownership, City vision, and the tools available to develop the site. Consistent communication with property owners will be critical to cooperate on investment strategies that are compatible with the City's vision.

#### 4. Economic Development Toolbox

***Match land use and/or zoning regulations to economic development vision.*** As Alpharetta seeks to sustain job growth and fiscal capacities, realigning land use/zoning regulations that support marketplace preferences will be imperative. Avalon is a strong proof-of-concept that demonstrates the marketability of mixed-use activity centers in Alpharetta. The City can realign land use/zoning regulations that support densities at the scale of Avalon or even greater. RKG Associates acknowledges and understands many community members may have concerns about Alpharetta losing its suburban character. And doesn't recommend the City match the character and scale of Midtown Atlanta. However, permitting greater flexibility and densities in areas that 'make sense' (underutilized office parks/economic activity centers—North Point Mall), can help Alpharetta develop a stable economic foundation and preserve its high quality-of-life. Developing the regulatory environment to improve consistency and predictability can increase investment activities, while helping Alpharetta enhance its built environment to support business and workforce recruitment.

***Create economic development incentives that match the City's priorities and performance expectations.*** RKG Associates recommend the City consider incentives that vary by location (e.g., Downtown, North Point), type of business (e.g., retail, life sciences), and structural circumstances (e.g., high vacancies). Each of these incentives should include claw back requirements that would make the partner reimburse the City of Alpharetta for failure to meet incentive-term conditions. For instance, if a defined proportion of a single-use office structure (e.g., 40% or higher) remains vacant for a fixed-period time, the property owner will be required to restructure the property to support another revenue-generating activity—integrating housing units. Other performance requirements could include the net new number of jobs created and the amount of capital investment.

RKG Associates recommends prioritizing the refinement of its incentive package tools to support entrepreneurial and small business retention, expansion, and recruitment. From a financial incentive perspective, the threshold to qualify for a small business incentive should be low (e.g., create 1-2 jobs). And consider more generous thresholds for City residents seeking to start or expand a business. For instance, creating 1-2 jobs but allotted more time to achieve these thresholds than non-residents. Finally, RKG recommends specific incentives be created for aspiring minority entrepreneurs or existing business owners. Incentives for small businesses should be restricted to entrepreneurs that are involved in a business planning service (e.g., SBDC), to increase their chances of meeting defined performance metrics.

***Hire a developmental ombudsman.*** The ombudsman position is focused on providing property owners and investors technical and process-oriented assistance when going through the development review and entitlement processes. Whether it is a rezoning or variance request, the ombudsman program is intended to assist applicants in effectively and efficiently navigating the relevant City rules and regulations. The position has two priorities. First, the ombudsman must be familiar with all procedures and expectations in the City of Alpharetta and be able to advise applicants on how to ensure a complete application package. Second, the ombudsman must be

able to collaborate with industry professionals (i.e., engineers) to provide advisory services when it comes to technical needs.

## 5. Outreach, Marketing, and Communication

### **Business Outreach**

*Create marketing collateral necessary for effective and retention efforts.* Communication and marketing are critical for retaining and attracting investment activities. The City of Alpharetta will need to enhance their ‘marketing collateral’ to sustain business investment activities. Specific materials include:

- Target Industry Content – Industry-specific marketing materials for each of the target industries are important for disseminating specific data that is valuable to the City’s target industries--(see Chapter 4 for recommended target industries). While the City has advertised specific industry clusters on Connected Alpharetta, it appears that datapoints may be outdated or inaccurate which may be a deterrent towards attracting businesses due to issues related to trust and transparency. The documents should highlight information including employment and establishment growth data, regional wage rates, current businesses operating in the area, competitive advantages of operating locally, unique incentives available (where applicable) and local business contacts (ambassadors). A focus on reporting employment data is critical given the importance for prospective businesses to locate near a skilled workforce.
- Incentive Sheet – The City of Alpharetta publishes state and local incentives on their economic development website--Connected Alpharetta. The City should proactively update the website to advertise new incentives when they’re established. For instance, the Fulton County Recovery Loan Program, established through coordination with Access to Capital for Entrepreneurs (ACE) in August 2022.
- Business Testimonial Book – Through stakeholder interviews, RKG Associates uncovered several “success stories” of existing businesses succeeding in Alpharetta. However, these experiences are not chronicled or readily available to use in marketing. RKG recommends crafting a business testimonials book with written statements from existing industry leaders on topics ranging from quality of life, business climate, value-add created by the City, and personal preference to do business locally. Getting input from companies that have chosen Alpharetta and thrive locally is valuable to industry recruitment. Individual testimonies of leaders from a range of businesses by size should be a priority.
- Property Assemblage Book – The City should create a property assemblage book that highlights those catalytic land assets identified in each of the economic activity centers where the City and property owner are aligned on the future development program. To this point, the assemblage book should only highlight those assets where the property owners are

engaged and supportive of the City marketing their property. The book should focus on the top catalytic projects. Each listing should provide information on all the properties as well as the community's development vision for that area.

***Develop business ambassadors to assist in business engagement and marketing.*** The ambassador program is a collection of business and industry leaders that provide support to the economic development entity's staff for industry recruitment and retention. Although these individuals will have no formal authority within the recruitment process, they provide a 'real life' vantage point for prospects doing business in Alpharetta. Their most important function is to provide a business perspective for prospects interested in locating/expanding within the City. Utilizing business leaders in the recruitment process legitimizes the recruitment effort through testimonials while leveraging the staff's time and effort. The most effective ambassadors may not be from the largest businesses. Alpharetta should identify ambassadors from each of the major industry sectors to ensure appropriate coverage regardless of the prospect.

***Enact a monthly newsletter detailing market and economic development activities.*** The Alpharetta Business Association already publishes a monthly newsletter that advertises networking events. This newsletter should be expanded to provide opinion editorials and highlight developments occurring in certain target industries. A monthly newsletter should advertise networking events, provide opinion editorials, and highlight developments occurring in certain target industries. LinkedIn has been used as a platform for publishing significant development projects (e.g., Alpha Loop). Projects like these should be consolidated into a monthly newsletter. Moreover, this newsletter should be easily accessible on the economic development website.

## **Community Outreach**

Community awareness and support are critical components of implementation. Simply put, the amount of financial and political support for economic development is influenced by the willingness of residents to endorse local action. Increased awareness and education about economic development can only benefit implementation in building sustainable and strategic relationships with all local stakeholders.

***Host community update meetings.*** RKG recommends the City engage with community advocates to meet with citizen and civic groups to provide annual updates on economic development related actions. This effort can dovetail into a staff-led "town hall" presentation/discussion to be held at different locations throughout the City, enabling community members to hear about economic development efforts and ask questions/give feedback.

***Implement bi-annual survey to residents.*** A bi-annual survey targeted to residents can gauge local understanding and support of economic development as well as identify any community-based goals and concerns. Their responses can help facilitate the creation of programs and policies



that advance community goals and provide content to develop targeted approaches to address common/detailed community concerns.

***Develop citizen advocates to assist in community engagement.*** Given the challenge of reaching all the different community groups in Alpharetta, RKG Associates recommends a select group of interested citizens assist in engaging local civic organizations (e.g., homeowner associations, social clubs). Ideally, the community advocates would be individuals with strong ties and broad recognition within either a specific area of the City or with a civic group. Individuals selected to be advocates should be familiar with the City's economic development efforts, can discuss and explain economic development concepts, and be well spoken. Most importantly, the advocates must be available to assist in outreach to various community (i.e., congregations) and civic (i.e., neighborhood groups) entities. Outreach meetings should occur on a quarterly basis to keep community residents up to date about local economic development issues.

***Create an online portal through economic development website for citizens to engage.*** To ensure constant and consistent communication with residents and civic organizations, an online tool should be made accessible for community members to provide feedback on economic development programs and to request meetings with staff members. Having a dedicated communication portal online can offer individual citizens the opportunity to ask questions, provide recommendations, or seek clarification on the City's economic development efforts.

## **General Outreach**

***Establish an economic development dashboard to highlight activities and impacts.*** Traditional economic development metrics include job creation, business attraction, and tax revenue growth. These metrics alone can overlook the performance of all economic development activities in a community. That said, additional metrics are essential to track the effectiveness and efficiency of various implementation programs. For instance, tracking the number of jobs created from the support of local incentives. This can help gauge whether new incentives need to be developed or existing incentives need to be refined to support greater job growth.

RKG Associates recommend the City establish an economic development dashboard that not only tracks traditional economic development metrics but metrics that track the performance of local programs. Recommended metrics categorized under topic areas are listed below:

- **Business Retention and Expansion**
  - Site visits performed
  - Ombudsman assists
  - Jobs retained/expanded
  - Capital Investment
  - Network event attendance
  - Survey participation
  - Programs/strategies created from roundtable discussions

- **Business Recruitment and Attraction**
  - Number of prospective businesses engaged
  - Successful recruitments
  - Total jobs created
  - Average annual wage
  - Total capital investment
  - Debrief highlights from lost opportunities
  
- **Entrepreneurial Development**
  - Enrollment inquiries
  - Business enrollment
  - State/regional investment
  - Graduation rates
  - Job created per graduate and associated NAICS code
  - Debrief on businesses leaving the program
  
- **Fiscal Sustainability Metrics**
  - Number of incentives
  - Value of incentives
  - Jobs created/preserved from incentives
  - Capital Investment
  - New tax revenues
  - Infrastructure investments

*Enhance the City's virtual media presence.* The City has been proactive to promote local economic development efforts online. In particular, marketing the City's successes on Instagram and LinkedIn. The City of Alpharetta should continue updating their economic development website to reflect current information (e.g., real estate data, number of businesses per industry).

#### 6. Organization and Coordination

The importance of pursuing economic development through joint-cooperation and strategic partnerships is critical for achieving the proposed economic development goals. The City of Alpharetta needs financial and technical support from all relevant partners and stakeholders. This includes the Alpharetta Chamber of Commerce, Greater North Fulton Chamber of Commerce, Tech Alpharetta, and various educational institutions. To summarize, any entity involved with advancing economic and social outcomes in Alpharetta, Fulton County, and throughout the Atlanta MSA.

*Fund economic development activities commensurate with economic development goals.* The current volume of financial investments and staff capacity is insufficient to meet Alpharetta's proposed economic development goals. The City of Alpharetta should scale its economic

development focus to the most critical tasks until additional staff and resources are made available. In particular—small business development, marketing, and outreach to economic development stakeholders.

*Leverage local and regional partnerships to support economic development activities.* The City of Alpharetta has limited staff and financial resources to achieve all the proposed economic development goals. To help offset these limitations, the City needs to continue to build coordination with local mission-based entities focused on enhancing the economic and social climate in the area. Coordination among organizations is vital for bolstering the City’s efforts on business recruitment, communication and outreach, and small business development.

## **G. IMPLEMENTATION MATRIX**

The following Implementation Matrix presents the full range of objectives and corresponding action items for the City’s consideration. As noted, this matrix should serve as a reference document as the economic development staff craft their annual business plan. The timelines, estimated costs, and implementation partners for each action item identified in the matrix reflect RKG Associates’ professional recommendation guided by input from City staff and the project’s Advisory Group. The final timing, focus, and potential costs for each action item should be refined by staff and/or the responsible implementation partner when implementation occurs.



LEGEND

Implementation Leaders

Public

|    |                          |
|----|--------------------------|
| AL | City of Alpharetta       |
| FC | Fulton County            |
| MU | Other Municipalities     |
| GA | State of Georgia         |
| WI | Village of Williamsville |

Partners

|    |                                                        |
|----|--------------------------------------------------------|
| AB | Business Advisory Board                                |
| BA | Alpharetta Business Association (ABA)                  |
| CC | Alpharetta Chamber of Commerce (ACC)                   |
| ID | Fulton County Industrial Development Authority (FCIDA) |
| MC | Metro Atlanta Chamber (MAC)                            |
| NF | Greater North Fulton Chamber of Commerce (GNFCC)       |
| TA | Tech Alpharetta                                        |
| VB | Alpharetta Convention and Visitors Bureau (CVB)        |

Private

|   |                        |
|---|------------------------|
| C | Consultant             |
| F | Financial Institutions |
| I | Industry Leaders       |
| N | Neighborhood Residents |
| O | Property Owners        |
| R | Realtors/Brokers       |

Cost Estimate Legend:

|    |                        |
|----|------------------------|
| ST | Staff Time             |
| A  | Under \$1,000          |
| B  | \$1,000 to \$10,000    |
| C  | \$10,000 to \$50,000   |
| D  | \$50,000 to \$100,000  |
| E  | \$100,000 to \$250,000 |
| F  | \$250,000 to \$500,000 |
| G  | Over \$500,000         |

|  |        |
|--|--------|
|  | Action |
|--|--------|

| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                            |                                                                                                                                                                                         | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost       |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|------------|
|                                                                                          |                                                                            |                                                                                                                                                                                         | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type       |
| BUSINESS RETENTION AND EXPANSION                                                         |                                                                            |                                                                                                                                                                                         |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Objective 1.1                                                                            | Continue to develop a comprehensive list of all businesses within the City |                                                                                                                                                                                         |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 1.1.1                                                               | Create a single database of all Alpharetta businesses based on lists already available (e.g., pervious COVID efforts, secondary data vendors, partner organization membership lists...) | AL, AB, BA, CC, TA, VB |         |                              |   |   |   |   |   |   |   |   |    | A              | One Time   |
|                                                                                          | Action 1.1.2                                                               | Utilize the city's business license process to collect more detailed data about businesses, particularly contact information                                                            | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.1.3                                                               | Provide opportunity for businesses to register/review their information in the business list through the town's economic development website                                            | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | Annual     |
|                                                                                          | Action 1.1.4                                                               | Work with property owners and landlords to collect business contact information                                                                                                         | AL, AB, CC             | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.1.5                                                               | Implement volunteer walks, having 10-15 volunteers canvas the town's various activity centers to gather contact information                                                             | AL, CC                 | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
|                                                                                          | Action 1.1.6                                                               | Ask industry roundtable members to advertise volunteer walks and engage their relationships to build the database                                                                       | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Biannual   |
| Objective 1.2                                                                            | Implement an annual business survey to identify emerging trends/needs      |                                                                                                                                                                                         |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 1.2.1                                                               | Establish a fixed date (e.g., week) that the survey will be released. This should be consistent year over year. Recommend the Fall                                                      | AL, AB, CC             | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
|                                                                                          | Action 1.2.2                                                               | Ensure the survey covers the following topics: Market climate/changes, Regulatory environment, Growth/contraction needs and concerns, Workforce needs, and Physical space needs         | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.3                                                               | Work with the Tech Alpharetta, the Chamber, other business organizations, and industry roundtables to refine questions and expand awareness of the survey each year                     | AL, AB, BA, CC, TA, VB | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.4                                                               | Invest in multimedia marketing and outreach at least 2 months prior to the release of the survey each year (e.g., print, social media, direct outreach)                                 | AL                     |         |                              |   |   |   |   |   |   |   |   |    | Included 5.5.2 | Annual     |
|                                                                                          | Action 1.2.5                                                               | Share general results of the survey with roundtables, partner organizations, and the community through the monthly newsletter                                                           | AL                     | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.6                                                               | Use results of survey to prioritize retention/expansion visits for the year                                                                                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.7                                                               | Work with respective roundtables about industry-specific findings from survey to determine annual action items                                                                          | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.8                                                               | Retain all survey results to create a longitudinal assessment tool (e.g., Excel database) that can help economic development efforts become more predictive to changing market climates | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.2.9                                                               | Consider rekindling your partnership with the other North Fulton municipalities to implement a broader survey effort (increased responses, shared costs)                                | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
| Objective 1.3                                                                            | Proactively outreach to existing businesses through 1-on-1 meetings        |                                                                                                                                                                                         |                        |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 1.3.1                                                               | Use the comprehensive business list to identify new companies to visit and track past visit efforts. Do not concentrate on the same businesses year over year                           | AL, AB                 | I       |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
|                                                                                          | Action 1.3.2                                                               | Establish quotas for number of monthly visits, starting with ten (10) per month, expanding as more staff is hired and/or volunteers trained                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
|                                                                                          | Action 1.3.3                                                               | Use business survey results to prioritize outreach efforts to companies that indicate growth needs or challenges to maintain operations                                                 | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual     |
|                                                                                          | Action 1.3.4                                                               | Coordinate with economic development partners for business visits (e.g., chamber or Tech Alpharetta)                                                                                    | AL, AB, BA, CC, TA, VB |         |                              |   |   |   |   |   |   |   |   |    | ST             | Continuous |
|                                                                                          | Action 1.3.5                                                               | Maintain database of visited businesses to track frequency and results of the visit through a Consumer Relationship Management (CRM) software                                           | AL                     |         |                              |   |   |   |   |   |   |   |   |    | B              | Annual     |
|                                                                                          | Action 1.3.6                                                               | Create a direct "help line" initiative on the city's economic development website that allows businesses to connect to an economic development staff member for assistance              | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time   |
|                                                                                          | Action 1.3.7                                                               | Activate business ambassadors to assist in outreach, providing them training on questions to ask and how to track the conversation                                                      | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | Included 5.3.1 | Annual     |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                              | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                              | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| BUSINESS RETENTION AND EXPANSION                                                         |                                                                                                                                                                                                                              |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 1.4                                                                            | Build additional industry roundtables in a number of different market areas                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.4.1                                                                             | Have an industry roundtable for every key market sector including [1] Retail; [2] Small Businesses; [3] Professional Services; [4] Real Estate/Commercial Property Owners; [5] Healthcare; and [6] Minority-Owned Businesses | AL, AB                 | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 1.4.2                                                                             | Make sure all partner organizations have representation on roundtables that crossover missions                                                                                                                               | AL, AB, BA, CC, TA, VB | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 1.4.3                                                                             | Meet each roundtable quarterly or semiannually as necessary, with one meeting targeted immediately after the release of the business survey results                                                                          | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | A         | Quarterly  |
| Action 1.4.4                                                                             | Use roundtable meeting to discuss: [1] market climate; [2] regulatory issues; [3] growth opportunities; [4] implementation coordination                                                                                      | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.4.5                                                                             | Use feedback from roundtables to help set annual action plan                                                                                                                                                                 | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Objective 1.5                                                                            | Actively engage Alpharetta's home-based businesses                                                                                                                                                                           |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.5.1                                                                             | Create and implement a marketing campaign to home-based businesses to provide contact information to the town                                                                                                                | AL, AB, BA, CC         | O, I    |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |
| Action 1.5.2                                                                             | Use state data to identify home-based businesses (based on a geospatial analysis of business address)                                                                                                                        | AL, FC                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.5.3                                                                             | Consider implementing a separate home-based business survey from the main survey targeted with questions more relevant to these entrepreneurs                                                                                | AL, AB, BA, CC         | O, I    |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 1.5.4                                                                             | Create a home-based business networking series with quarterly events and lectures                                                                                                                                            | AL, CC, TA             |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.5.5                                                                             | If enough interest, create a home-based business roundtable to augment the others                                                                                                                                            | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST        | Quarterly  |
| Objective 1.6                                                                            | Expand existing business networking series to connect more local businesses                                                                                                                                                  |                        |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 1.6.1                                                                             | Create an annual lecture on available local, county, state, and federal assistance programs                                                                                                                                  | AL, AB, BA, CC         |         |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |
| Action 1.6.2                                                                             | Cohost at least two (2) networking/marketing events annually with municipal/regional partners targeting small business owners (less than 50 employees)                                                                       | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A         | Semiannual |
| Action 1.6.3                                                                             | Host two (2) social gathering events for the city's industry clusters                                                                                                                                                        | AL                     |         |                              |   |   |   |   |   |   |   |   |    | B         | Semiannual |
| Action 1.6.4                                                                             | Hold two (2) lecture/guest speaker events; bringing in regional/national industry leaders to discuss sector/market trends. This can be co-hosted with regional partners                                                      | AL                     |         |                              |   |   |   |   |   |   |   |   |    | C         | Semiannual |
| Action 1.6.5                                                                             | Host at least two (2) women-owned and two (2) minority-owned business networking events annually                                                                                                                             | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A         | Semiannual |
| Action 1.6.6                                                                             | Host young professional/entrepreneur networking events quarterly in partnership with neighboring municipalities                                                                                                              | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | A         | Quarterly  |
| Action 1.6.7                                                                             | Host a "State of the City" event for business leaders to discuss activities over the past year, successes, opportunities, and share the business plan for the next year                                                      | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | A         | Annual     |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                                        | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost      |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|-----------|
|                                                                                          |                                                                                                                                                                                                                                                        | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type      |
| BUSINESS RECRUITMENT                                                                     |                                                                                                                                                                                                                                                        |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Objective 2.1                                                                            | Become more proactive with regional and statewide partners in business recruitment                                                                                                                                                                     |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.1.1                                                                             | Engage industry roundtables and individual businesses to generate potential recruitment leads through vertical and horizontal supply chains                                                                                                            | AL, AL, BA, CC         |         |                              |   |   |   |   |   |   |   |   |    | ST             | Quarterly |
| Action 2.1.2                                                                             | Establish quarterly work sessions with implementation partners (e.g., ABA, ACC, GN FCC, FCIDA, MAC...) to discuss opportunities and implementation strategies                                                                                          | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | A              | Annual    |
| Action 2.1.3                                                                             | Maintain local property and land database, coordinating with partners on maintaining an accurate and up-to-date list                                                                                                                                   | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 3.2.1 | Annual    |
| Action 2.1.4                                                                             | Collaborate on leads collected through business outreach and marketing efforts                                                                                                                                                                         | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.1.5                                                                             | Work with local partners to build relationships with site selectors in target industry sectors, adding them the city's economic development newsletter distribution list                                                                               | AL, BA, CC, FC, ID, MC | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.1.6                                                                             | Create a municipal economic development coalition focused on information sharing, best practice engagement, and collaboration on cross jurisdictional needs/opportunities (e.g., workforce development)                                                | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Objective 2.2                                                                            | Expand start-up and entrepreneurial development services open to all businesses                                                                                                                                                                        |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.2.1                                                                             | Provide information seminars in partnership with other North Fulton municipalities on how to start, operate, and grow a business                                                                                                                       | AL, MU, FC             |         |                              |   |   |   |   |   |   |   |   |    | B              | Annual    |
| Action 2.2.2                                                                             | Fund the training of 2-3 new mentors each year, selecting within business sectors that are underrepresented, particularly women and people of color                                                                                                    | AL, MU                 | O, I    |                              |   |   |   |   |   |   |   |   |    | B              | Annual    |
| Action 2.2.3                                                                             | Work with local banks to create a PPP revolving loan fund that offers low/no-interest loans and/or gap financing to start-ups and small businesses seeking to grow. Target an 80% private/20% public resource pool                                     | AL, MU                 | F       |                              |   |   |   |   |   |   |   |   |    | F              | One Time  |
| Action 2.2.4                                                                             | Engage local HR, engineering, accounting, and legal professionals to create a database of potential consultants for entrepreneurs to use                                                                                                               | AL, MU                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.2.5                                                                             | Provide financial assistance for entrepreneurs and small businesses to access critical services such as human resources assistance, financial planning assistance, and legal assistance                                                                | AL, MU                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.6                                                                             | Proactively market small business initiatives to existing businesses, focusing on home-based businesses using updated business tracking data                                                                                                           | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual    |
| Action 2.2.7                                                                             | Modify incentive programs to offer financial support to startups and small businesses to locate and grow in Amherst (e.g., one-time grants for creating jobs above area median income), requiring participation in an entrepreneurial training program | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.8                                                                             | Identify a highly visible, well appointed location for a comprehensive incubator/business support facility that incorporates Tech Alpharetta                                                                                                           | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Action 2.2.9                                                                             | Consider hiring an additional full-time staff member dedicated to small business/entrepreneurial development in partnership with Tech Alpharetta                                                                                                       | AL, TA                 |         |                              |   |   |   |   |   |   |   |   |    | D              | Annual    |
| Objective 2.3                                                                            | Scale proactive marketing and recruitment efforts to best leverage the City's resources and market reach                                                                                                                                               |                        |         |                              |   |   |   |   |   |   |   |   |    |                |           |
| Action 2.2.1                                                                             | Partner with local and state entities to market through relevant digital and print mediums annually                                                                                                                                                    | AL, BA, CC, FC, ID, MC | C       |                              |   |   |   |   |   |   |   |   |    | C/D            | Annual    |
| Action 2.2.2                                                                             | Host a searchable online database of available commercial space and land for prospectus businesses to review                                                                                                                                           | AL                     |         |                              |   |   |   |   |   |   |   |   |    | A              | Annual    |
| Action 2.2.3                                                                             | Create a 'tip line' for citizens to call/Email/text ideas on business recruitment and any leads they may have on businesses that may wish to relocate or expand to Amherst                                                                             | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time  |
| Action 2.2.4                                                                             | Develop/refine the City's business recruitment collateral (see OUTREACH, COMMUNICATION, AND MARKETING section)                                                                                                                                         | AL                     |         |                              |   |   |   |   |   |   |   |   |    | Included 5.1.1 | Annual    |

| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                 |                                                                                                                                                                                                                                | Implementation Lead    |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost     |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|----------|
|                                                                                          |                                                                                 |                                                                                                                                                                                                                                | Public/NP              | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type     |
| ASSET DEVELOPMENT                                                                        |                                                                                 |                                                                                                                                                                                                                                |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
| Objective 3.1                                                                            | Create/update small area plans for the City's primary economic activity centers |                                                                                                                                                                                                                                |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.1.1                                                                    | Build upon the strategic recommendations in the opportunity site analysis as an initiation point for engagement and action                                                                                                     | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.1.2                                                                    | Define short-term, midterm, and long-term visions consistent with economic development plan                                                                                                                                    | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | B/E            | Annual   |
|                                                                                          | Action 3.1.3                                                                    | Proactively engage with property owners to understand investment strategies                                                                                                                                                    | AL, AB                 |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.1.4                                                                    | Enact regulatory changes to allow defined visions to occur (see TOOLBOX DEVELOPMENT section)                                                                                                                                   | AL                     |         |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.1.5                                                                    | Create a marketing brochure for each employment center/commercial corridor that encapsulates the vision                                                                                                                        | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.1.7 | Biannual |
| Objective 3.2                                                                            | Maintain a locally-comprehensive comprehensive property and asset database      |                                                                                                                                                                                                                                |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.2.1                                                                    | Inventory all existing vacant commercial and industrial land and buildings in collaboration with Costar reporting data and engagement with local real estate listing entities                                                  | AL                     | I, O, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.2                                                                    | Connect with all property owners to detail price, availability, and vision for those asset; include in online listings                                                                                                         | AL                     | I, O, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.3                                                                    | Create an 'open source' database for property owners and brokers to submit new listings and changes to existing listings, particularly for listings not covered under Costar or similar virtual listing services               | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time |
|                                                                                          | Action 3.2.4                                                                    | Create a web-accessible database of those assets to connect to the economic development website                                                                                                                                | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.5.1 | One Time |
|                                                                                          | Action 3.2.5                                                                    | Work with regional and state implementation partners to make sure their asset lists are current and complete                                                                                                                   | AL, BA, CC, FC, ID, MC |         |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.2.6                                                                    | Maintain regular communication with property owners to ensure occupied/developed land is removed                                                                                                                               | AL, AB                 | O, I    |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
| Objective 3.3                                                                            | Identify 4-6 priority investment/reinvestment properties within the City        |                                                                                                                                                                                                                                |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.3.1                                                                    | Create a comprehensive ownership database of all commercial properties in each of the opportunity sites to begin a dialogue about their property interests and investment priorities                                           | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | C              | Annual   |
|                                                                                          | Action 3.3.2                                                                    | Engage in dialogue with owners, particularly catalytic parcels, on a regular basis to track changing strategies and create new opportunities                                                                                   | AL                     | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |
|                                                                                          | Action 3.3.3                                                                    | Create a catalyst sites prospectus, defining property ownership, implementation concepts, and available incentives to help bring the vision to fruition                                                                        | AL                     | C       |                              |   |   |   |   |   |   |   |   |    | Included 5.1.6 | Biannual |
| Objective 3.4                                                                            | Consider creating an Economic Development Opportunity Fund                      |                                                                                                                                                                                                                                |                        |         |                              |   |   |   |   |   |   |   |   |    |                |          |
|                                                                                          | Action 3.4.1                                                                    | Create a fund dedicated to [1] land acquisition for economic development purposes and [2] gap financing in real estate developments with economic development benefits                                                         | AL                     | F       |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.4.4                                                                    | Seed the fund with \$500,000 for initial operations                                                                                                                                                                            | AL                     | F       |                              |   |   |   |   |   |   |   |   |    | F              | One Time |
|                                                                                          | Action 3.4.2                                                                    | Create a board of directors comprised of public, staff, and private sector representatives to review applications and negotiate agreements                                                                                     | AL                     | F, O, I |                              |   |   |   |   |   |   |   |   |    | ST             | One Time |
|                                                                                          | Action 3.4.3                                                                    | Develop specific criteria for access to Fund resources (e.g., minimum job creation, minimum, capital investment, creation of workforce housing, blight removal...) including performance requirements and claw back provisions | AL                     | F, O, I |                              |   |   |   |   |   |   |   |   |    | ST             | Annual   |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                      | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                      | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| TOOLBOX DEVELOPMENT                                                                      |                                                                                                                                                                                                                      |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 4.1                                                                            | Match land use regulations to economic development vision, particularly in economic activity centers                                                                                                                 |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.1.1 Rezone land based on the results of the small area planning process                                                                                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.2 Consider creating higher density housing zones in/adjacent to activity centers to accommodate housing growth commensurate with job growth                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.3 Consider overlay districts in areas where rezoning will be too difficult or time consuming                                                                                                              | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | As Needed  |
|                                                                                          | Action 4.1.4 Consider a full update to the town's comprehensive plan to reflect recent and emerging changes in the town's growth and development goals including the newly defined vision for its employment centers | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | E         | One Time   |
| Objective 4.2                                                                            | Create economic development incentives that match the City's priorities and performance expectations                                                                                                                 |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.2.1 Create area-specific incentives in each activity center (e.g., promote dining diversity in downtown, promote employment diversity at Northpoint, promote infill development along Windward Parkway)     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.2 Create industry-specific incentives available throughout the city (e.g., life science investments/building conversions, unique entertainment/sports venues)                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.3 Scale incentives based on size of prospect, particularly targeting startup and small businesses (fewer than 5 jobs)                                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.4 Create a scoring matrix that prioritizes location of the investment, type of business, size of project, quality of jobs, benefits packages offered, and any other characteristic valued by the town     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.5 Create specific incentive levels based on the scoring for projects                                                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.6 Engage with local and state partners to implement similar requirements for investments in the City                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 4.2.7 Require claw back provisions in all incentive packages to ensure compliance with stated agreements                                                                                                      | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.2.8 Tie any incentives to businesses with less than five (5) employees to participating in a small business development program/mentorship program                                                          | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Objective 4.3                                                                            | Hire/reposition an existing City staff member under economic development to be a development ombudsman                                                                                                               |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 4.3.1 Increase staffing capacity to implement the full economic development strategy and become more proactive in business assistance                                                                         | AL                  |         |                              |   |   |   |   |   |   |   |   |    | D         | Annual     |
|                                                                                          | Action 4.3.2 Define/refine position to be a liaison to local businesses to help address business/regulatory/policy challenges                                                                                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.3.3 Provide assistance to businesses going through the city's permitting process                                                                                                                            | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
|                                                                                          | Action 4.3.4 Become conduit to the HR, professional services, and legal service support and networking                                                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |

| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                       |                                                                                                                                                                                                                             | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated      | Cost       |
|------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|----------------|------------|
|                                                                                          |                                                                                       |                                                                                                                                                                                                                             | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost           | Type       |
| OUTREACH, MARKETING, AND COMMUNICATION                                                   |                                                                                       |                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
| Objective 5.1                                                                            | Create marketing collateral necessary for effective retention and recruitment efforts |                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.1.1                                                                          | Create all materials listed below in print and digital format, updating regularly (minimum once a year)                                                                                                                     | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | C              | Annual     |
|                                                                                          | Action 5.1.2                                                                          | Create target industry-specific fact and information sheets                                                                                                                                                                 | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.3                                                                          | Refine the existing marketing document to reflect recommended changes where applicable (e.g., incentives)                                                                                                                   | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.6                                                                          | Create a property prospectus book detailed in 3.3.3 (digital only)                                                                                                                                                          | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.4                                                                          | Create quality of life information sheets on livability and amenities in Alpharetta                                                                                                                                         | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Annual     |
|                                                                                          | Action 5.1.5                                                                          | Create materials to market the new ombudsman program                                                                                                                                                                        | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Biannual   |
|                                                                                          | Action 5.1.7                                                                          | Create employment marketing brochure detailed in 3.1.4                                                                                                                                                                      | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | Included       | Biannual   |
| Objective 5.2                                                                            | Enact a monthly newsletter detailing market and economic development activities       |                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.2.1                                                                          | Highlight recent economic development activity and successes, maintaining a 'running tally' dashboard of accomplishments for the year                                                                                       | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.2                                                                          | Publish regular opinion editorials from business owners, partner organizations, or invited guests focused on topics that influence (or are influenced by) economic development in Alpharetta                                | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.3                                                                          | Include separate topic-themed Mayor/Economic Development Director messages in each newsletter                                                                                                                               | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.4                                                                          | Implement, monitor, and report the results of opinion polls and business surveys through the newsletter                                                                                                                     | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.5                                                                          | Highlight a different Alpharetta business (preferably from the target industries) in each newsletter that have invested, expanded, or created new jobs                                                                      | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
|                                                                                          | Action 5.2.6                                                                          | Target writing two (2) or three (3) industry/market white papers each year focused on educating local businesses and residents about current or impending market shifts and how they will impact local/regional businesses  | AL, AB, ID          | O, I, R |                              |   |   |   |   |   |   |   |   |    | ST             | Monthly    |
| Objective 5.3                                                                            | Activate existing business leaders in economic development efforts                    |                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.3.1                                                                          | Develop at least five (5) business ambassadors, individuals who can work with economic development staff to promote Amherst and engage existing/prospective business owners in targeted industries. Train more as necessary | AL, AB              | O, I    |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
|                                                                                          | Action 5.3.2                                                                          | Develop a network of mentors in each of the target industries, focusing on developing women, minority and young business owners to reach the city's diverse business base                                                   | AL, AB              | O, I    |                              |   |   |   |   |   |   |   |   |    | Included 2.2.4 | Annual     |
|                                                                                          | Action 5.3.3                                                                          | Develop at least four (4) engaged Alpharetta residents as advocates that can assist in community outreach and resident interaction                                                                                          | AL, AB              | N       |                              |   |   |   |   |   |   |   |   |    | A              | Biannual   |
|                                                                                          | Action 5.3.4                                                                          | Create a Business-2-Business database that businesses can access to find specific services/networking opportunities                                                                                                         | AL, AB              |         |                              |   |   |   |   |   |   |   |   |    | A              | Continuous |
| Objective 5.4                                                                            | Implement a proactive community engagement and education initiative                   |                                                                                                                                                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |                |            |
|                                                                                          | Action 5.4.1                                                                          | Hold an annual "town hall" meeting open to the public (and televised) to discuss accomplishments and ongoing efforts for the previous/upcoming year                                                                         | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
|                                                                                          | Action 5.4.2                                                                          | Implement a biannual resident survey to gauge the goals and concerns of Amherst residents about the town's economic development efforts. Use the results to inform any changes to approach                                  | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | ST             | Biannual   |
|                                                                                          | Action 5.4.3                                                                          | Hold a community outreach meeting in each employment center annually to engage business leaders and residents on economic development issues, opportunities, and challenges those areas are facing                          | AL                  | N       |                              |   |   |   |   |   |   |   |   |    | A              | Annual     |
|                                                                                          | Action 5.4.4                                                                          | Host semiannual panelist discussions on topics of economic development each year. These discussions should address specific market/location opportunities and challenges facing local businesses                            | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | B              | Semiannual |
|                                                                                          | Action 5.4.5                                                                          | Provide an online portal for citizens and groups to submit questions, provide feedback on content, or request meetings on the economic development website                                                                  | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included 5.4.1 | One Time   |



| City of Alpharetta, Georgia<br>Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                                                              | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
|                                                                                          |                                                                                                                                                                                                                                                                              | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| OUTREACH, MARKETING, AND COMMUNICATION                                                   |                                                                                                                                                                                                                                                                              |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 5.5                                                                            | Enhance Alpharetta's electronic and social media presence and activity                                                                                                                                                                                                       |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 5.5.1 Update the City's economic development website based on the functional changes in scope/mission                                                                                                                                                                 | AL                  | C       |                              |   |   |   |   |   |   |   |   |    | C         | One Time   |
|                                                                                          | Action 5.5.2 Ensure weekly use of social media platforms (e.g., SnapChat, Instagram, Twitter, Facebook...)                                                                                                                                                                   | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.3 Create stronger connections with the ADA, Tech Alpharetta, Fulton County IDA, and other partners                                                                                                                                                                | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.4 Use the website to collect information, allow individuals to sign up for the newsletter, and better engage economic development staff                                                                                                                           | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
|                                                                                          | Action 5.5.5 Create a citizens section on the website with access to educational information, the annual survey and results information, contact information for the assigned staff liaison, and the newsletter registration                                                 | AL                  |         |                              |   |   |   |   |   |   |   |   |    | Included  | One Time   |
| Objective 5.6                                                                            | Create an economic development dashboard on the City's economic development website to provide real-time information about the activity and successes of local economic development efforts                                                                                  |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
|                                                                                          | Action 5.6.1 Establish a formal economic development dashboard to track performance across each of these topic areas: [1] retention, [2] recruitment, [3] entrepreneurial development, [4] fiscal sustainability                                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
|                                                                                          | Action 5.6.2 Retention metrics should include: [1] site visits performed, [2] ombudsman assists, [3] jobs retained/expanded, [4] capital investment, [5] network event attendance, [6] prospect contacts                                                                     | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.3 Recruitment metrics should include: [1] number of prospects, [2] successful projects, [3] total jobs created, [4] average annual wage, [5] total capital investment, [6] debrief highlights from lost opportunities                                             | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.4 Entrepreneurial metrics should include: [1] enrollment inquiries, [2] business enrollment, [3] graduations, [4] jobs created, [5] debrief on businesses leaving the mentorship program                                                                          | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.5 Fiscal sustainability metrics should include: [1] number of incentives, [2] dollar value of incentives, [3] jobs created/preserved from incentives, [4] capital investment created, [5] new tax revenues, [6] other benefits (e.g., infrastructure investments) | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |
|                                                                                          | Action 5.6.6 Provide regular updates to the City Council (recommended semi-annually)                                                                                                                                                                                         | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Semiannual |



| City of Alpharetta, Georgia                               |                                                                                                                                                                                                                                             | Implementation Lead                |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost            |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|-----------------|
| Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                             | Public/NP                          | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type            |
| ORGANIZATION AND COORDINATION                             |                                                                                                                                                                                                                                             |                                    |         |                              |   |   |   |   |   |   |   |   |    |           |                 |
| Objective 6.1                                             | Formalize staffing roles and responsibilities within the economic development department, expanding staff capacity to fully achieve the stated economic development goals                                                                   |                                    |         |                              |   |   |   |   |   |   |   |   |    |           |                 |
|                                                           | Action 6.1.1 Retain the manager position to oversee daily and strategic economic development efforts                                                                                                                                        | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time        |
|                                                           | Action 6.1.2 Formalize the existing marketing director position to oversee the creation and development of all virtual and physical collateral, manage the economic development website, and oversee all social media and networking events | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time        |
|                                                           | Action 6.1.3 Hire/reposition an existing City staff member under economic development to be a development ombudsman                                                                                                                         | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | D         | One Time        |
|                                                           | Action 6.1.4 Consider hiring an additional full-time staff member dedicated to small business/entrepreneurial development in partnership with Tech Alpharetta                                                                               | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | D         | One Time        |
|                                                           | Action 6.1.5 Increase the business retention and expansion efforts by one (1) full-time professional                                                                                                                                        | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | D         | Annual (Salary) |
| Objective 6.2                                             | Enhance strategic relationships with local and statewide implementation partners                                                                                                                                                            |                                    |         |                              |   |   |   |   |   |   |   |   |    |           |                 |
|                                                           | Action 6.2.1 Create a quarterly coordination meeting schedule with the Chamber, CVB, Tech Alpharetta, and GNFC                                                                                                                              | AL, AB, BA, CC, FC, TA, VB, MC, GA |         |                              |   |   |   |   |   |   |   |   |    | A         | Quarterly       |
|                                                           | Action 6.2.2 Establish a semiannual strategic meeting schedule with other regional and statewide partners                                                                                                                                   | AL, AB, BA, CC, FC, TA, VB, MC, GA |         |                              |   |   |   |   |   |   |   |   |    | A         | Semiannual      |
|                                                           | Action 6.2.3 Provide quarterly/semiannual reports to regional and statewide partners on activity and successes                                                                                                                              | AL                                 |         |                              |   |   |   |   |   |   |   |   |    | ST        | Quarterly       |
|                                                           | Action 6.2.4 Establish a formal quarterly or semiannual coordination meeting with neighboring municipalities to address regional and cross-boundary market issues                                                                           | AL, MU                             |         |                              |   |   |   |   |   |   |   |   |    | ST        | Quarterly       |





| City of Alpharetta, Georgia                               |                                                                                                                                                                                                                                   | Implementation Lead |         | Implementation Timing (Year) |   |   |   |   |   |   |   |   |    | Estimated | Cost       |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------|------------------------------|---|---|---|---|---|---|---|---|----|-----------|------------|
| Strategic Economic Development Plan Implementation Matrix |                                                                                                                                                                                                                                   | Public/NP           | Private | 1                            | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Cost      | Type       |
| ORGANIZATION AND COORDINATION                             |                                                                                                                                                                                                                                   |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Objective 6.3                                             | Create a Business Advisory Board to help with strategic planning and implementation of the town's economic development strategic plan                                                                                             |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 6.3.1                                              | Create an official business advisory board of 11 to 17 business leaders and implementation partners (e.g., post-secondary education institutions) interested and willing to participate in the City's economic development effort | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 6.3.2                                              | Host monthly meetings with the advisory board on projects, activity, and strategy to garner advice and assistance in implementation                                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Monthly    |
| Action 6.3.3                                              | Have the Mayor appoint at least one (1) member of the advisory board, though avoid having elected officials attending the meetings                                                                                                | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Annual     |
| Action 6.3.4                                              | Create a committee structure to focus efforts in coordination with the City's focus areas; [1] Business Retention, [2] Marketing and Outreach, [3] Business Recruitment                                                           | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Action 6.3.5                                              | Ensure each committee is chaired (or co-chaired) by an active board member                                                                                                                                                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.3.6                                              | Consider creating a 501(c)(3) to house the advisory board, creating an official memorandum of understanding and bylaws for the group                                                                                              | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | One Time   |
| Objective 6.4                                             | Work with City departments to develop comprehensive databases to help economic development efforts                                                                                                                                |                     |         |                              |   |   |   |   |   |   |   |   |    |           |            |
| Action 6.4.1                                              | Reconfigure information requirements on business licenses to collect more robust contact information and data about the business (e.g., NAICS code)                                                                               | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.4.2                                              | Work with Fulton County or create a locally-maintained version of property assessment data that combines all land, building, and business information to make geospatial analyses/searches more insightful                        | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |
| Action 6.4.3                                              | Require all business building permit and applications to include full contact and business (if known) information                                                                                                                 | AL                  |         |                              |   |   |   |   |   |   |   |   |    | ST        | Continuous |



# STAFF REPORT

Department: City Clerk  
Submitted By: Lauren Shapiro  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### City Council Work Session Minutes (Meeting of 10/16/2023)

*Consideration of approval of the City Council Work Session minutes from October 16, 2023 at 5:30 p.m.*

## STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council Work Session minutes from October 16, 2023.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Work Session on October 16, 2023 at 5:30 p.m.

## ALTERNATIVES:

## ATTACHMENTS:

1. CC WS Minutes 10.16.2023



City Council Work Session  
OCTOBER 16, 2023  
UNOFFICIAL MINUTES  
Office of the City Clerk

ALPHARETTA CITY HALL  
COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

### UNOFFICIAL MINUTES

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

#### 1. CALL TO ORDER

- Mayor Gilvin called the Work Session to order at 5:30 p.m.

#### 2. ROLL CALL

- Council Members

- Mayor Jim Gilvin
- Donald F. Mitchell
- Douglas J. DeRito
- John Hipes
- Jason Binder
- Brian Will

- Council Members Absent

- Mayor Pro Tem Dan Merkel

- Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Kathi Cook, Community and Economic Development Director
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Adam Pool, Information Technology Manager

- Michael Woodman, Planning & Development Services Manager

### 3. PLEDGE TO THE FLAG

### 4. WORK SESSION ITEMS

#### A. Text Amendments: False Alarm

*Presentation and discussion of the proposed text amendments to address the code regarding false alarms within the City of Alpharetta.*

- City Attorney, Molly Esswein, came forward to present this item.
- The proposed text amendments are attached hereto as Exhibit "A."

#### CITY COUNCIL DISCUSSION

- Council Member Will shared that he does not like the discontinuance of law enforcement response provision and would like to see higher fines imposed and potentially the ability to file a lien against the property owner.
- Council Member Binder would like to know whether the false alarms are often commercial or residential in nature.
- Council Member Hipes shared that he would be curious to know if we could distinguish what kind of alarm is being triggered and whether the not law enforcement goes out (ex: break in, fire, water, etc.). Also, he would like to hear from public safety the amount and types of frequent abusers of false alarm calls.
- Council Member DeRito shared that he would like to see penalties increased, especially if it is the third or more false alarm. He would also like know what liability the city may have if public safety did not report to a false alarm call.
- City Administrator, Chris Lagerbloom, shared that this item will be scheduled for a future Work Session at which the City Attorney and Director of Public Safety will be present.

#### B. AlphaLoop Alignment – Thompson Street

*Presentation and discussion regarding an alignment of the AlphaLoop along Thompson Street.*

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- A map of the proposed alignment is attached hereto as Exhibit "B."

#### CITY COUNCIL DISCUSSION

- Council Member Hipes shared that he liked the original concept (red line off of Thompson Street) of the AlphaLoop, and the trail experience would be better if it were not direct sidewalk adjacent to Thompson Street.

- Mayor Gilvin shared asked about the risks of a homeowner not agreeing to build a section of the trail system if we were to adopt a plan for a trail system.
  - Director Cook shared that the property owner would be required to pay into the impact fees, and then the city would then be required to pay to build a section that might not connect to any other sections until there is development on the remaining parcels (it is difficult to construct a trail once a CO is issued, so the city would want to build the section before the CO is issued).
- Council Member Binder shared that he agrees with staff's recommendation to abandon this section of the AlphaLoop.
- Council Member Mitchell shared that he agrees with Council Member Hipes in terms of the experience of the trail system, but does not believe that we need a section that runs parallel to Thompson Street.

### C. Pedicab Ordinance

*Presentation and discussion of proposed text amendments to permit pedicabs within the City of Alpharetta.*

- Planning and Development Services Manager, Michael Woodman came forward to present this item.
- Manager Woodman's presentation is attached hereto as Exhibit "C."
- Mayor Gilvin asked for Director Rodgers opinion in terms of pedicabs on the greenway and would want to know if there would be restrictions on motorized pedicabs.
  - Director Rodgers said that he would need additional time to consider, but at first thought, we would not want a business operating on the greenway.
- Council Member Mitchell shared that he would like to see a pediab ordinance and would not want to see them on the AlphaLoop or on the Greenway and no advertising.
- Council Member DeRito shared that we might want to consider sound/music machines and limiting that (Christmas music blaring) and would want to know public safety's opinion on pedicabs on Alpharetta streets.
- Council Member Will is concerned with creating traffic on Highway 9 or Westside Parkway.
- Council Member Binder shared that Academy Street is another high traffic area, and he would like to see staff look at traffic counts for certain streets before identifying roads that pedicabs are allowed.

## 5. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

## 6. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the Work Session.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the work session at 6:25 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



# EXHIBIT A

## **ARTICLE II. ALARM SYSTEMS**

### **Sec. 16-19. Purpose.**

The purpose of this article is to regulate the responsibilities of those persons, companies, and/or entities who purchase, rent or use alarm systems, devices or services. This article is also intended to encourage the improvement in reliability of these systems, devices and services and to ensure that police and fire department personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms. This article specifically encompasses "fire alarms," "burglar alarms," "robbery alarms," "holdup alarms," "medical alarms" and "panic alarms," both audible and inaudible (silent). The provisions of this article shall not apply to alarm systems which are owned or maintained by the city and installed on premises in which the city has a property interest.

(Code 1989, § 13-41; Ord. No. 374, § 1, 4-1-1996; Ord. No. 567, 5-23-2005)

### **Sec. 16-20. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm Company means any person, company, firm, or corporation engaged in selling, leasing, installing, servicing, or monitoring alarm systems; the alarm company shall be licensed in compliance with all applicable local and state laws.

Alarm or Alarm System means and includes any fire, robbery, burglary, holdup, medical or panic alarm that transmits any signal (audible, visual or silent) to the city, indicating a predetermined emergency condition exists, whether the alarm is received either:

- (1) By telephone line to a designated position on an alarm panel;
- (2) By a private alarm service company relayed to the city communications center telephone;
- (3) By an automated telephone alarm system, playing a recorded message when received on the city communications center telephone; or
- (4) By a signal relayed to the city communications center by a third party.

False alarm means any activation of an alarm system when, upon inspection by the Police or Fire Departments, there is no evidence of fire, unauthorized entry, robbery, or other such crime attempted in or on the premises which would have activated a properly functioning alarm system. where none of the emergencies for which the alarm system has been installed have in fact occurred.

Response means the dispatch of any police or fire unit to the premises where an alarm system has been activated or the arrival of an officer to the location by any means of notification.

~~Telephone alarm system means any alarm system which automatically transmits by telephone line a recorded electronic or mechanical signal to a telephone instrument at the city communications center.~~

(Code 1989, § 13-42; Ord. No. 374, § 2, 4-1-1996; Ord. No. 567, 5-23-2005)

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## Sec. 16-21. Registration required after false alarm.

Each person who receives a warning notice for a false alarm as provided in section 16-23(2) shall, within 30 days of the notice, apply for and obtain a registration certificate in accordance with the provisions of this article. ~~When registration is required under this section, the application fee shall be \$50.00. Any other person may, but is not required to voluntarily register, and there shall be no application fee for voluntary registration.~~

(Code 1989, § 13-43; Ord. No. 374, § 3, 4-1-1996; Ord. No. 567, 5-23-2005)

## Sec. 16-22. Contents of application; permit fee.

- (a) Each applicant for a registration certificate shall complete a registration form prescribed by the city containing the following information:
  - (1) The name and telephone number of the applicant, and the address of the premises where the alarm system is installed;
  - (2) The ~~person or business entity~~ name of the alarm company maintaining, monitoring or servicing the alarm system, along with a telephone number of the alarm dispatch center; and
  - (3) Names and telephone numbers of all persons who have access to the premises and have knowledge of the operation of the alarm, and who shall be responsible for resetting, disconnecting or disarming the alarm.
- (b) Registration applications, together with a fee of \$50.00 ~~(unless registration is voluntary, in which case no fee is required)~~, shall be filed with the finance department, which will disseminate registration application information to the inspections, fire, and police departments.
- (c) Persons owning or using alarm systems shall provide response to the alarm location, when requested, in order to reset, disconnect or disable the alarm system within 90 minutes of such request. Failure to provide such response shall result in a service fee of not less than \$25.00 for each such occurrence, subject to the provisions of sections 16-23 and 16-24, below. ~~The imposition of this service fee may be appealed to the city administrator by sending a letter of appeal to the city administrator within ten days after the fee is imposed. The city administrator may waive the fee if the appellant establishes to the satisfaction of the city administrator that the failure to respond was due to circumstances not within the reasonable control of the appellant.~~
- (d) Nothing in this article shall be deemed to impose any liability upon the city in connection with the regulation of alarm systems, or otherwise constitute a waiver of sovereign immunity.
- (e) All alarm systems installed after the effective date of the ordinance from which this article is derived having an audible or visual signal at the premises shall be equipped so as to automatically shut off the audible signal after no longer than ten minutes ~~for residential installations and 15 minutes for nonresidential installations~~, except those systems required by law to have a longer operation period, in which case, such system shall be equipped so as to automatically shut off the audible signal at the conclusion of the longer operating time.
- (f) Telephone alarm devices shall be construed or installed so as not to seize or otherwise hold or preempt the telephone lines of the city communications center. ~~Beginning 12 months after the effective date of the ordinance from which this article is derived, n~~no person shall use or cause to be used any telephone device or telephone attachment that automatically selects or dials a published emergency telephone number or any city telephone number and then reproduces any prerecorded message or signal, provided that this section shall not apply to a life safety alert system utilizing residential transmitting equipment designated for direct telephone access to dedicated control receiving equipment located in the city's public safety communications center.

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- (g) If, after a registration certificate is issued, any of the information contained within the application for which the registration certificate was issued changes, the certificate holder shall notify the ~~inspections~~ Public Safety Department in writing of each such change not later than 30 days after the change.

(Code 1989, § 13-44; Ord. No. 374, § 4, 4-1-1996; Ord. No. 567, 5-23-2005)

### **Sec. 16-23. ~~Service fee~~Civil penalty for false alarms.**

For each police or fire response to a false alarm, the responding officer shall leave a false alarm notification slip at the premises. ~~Service fees~~Civil penalties for police or fire response to false alarms shall be imposed as follows:

- (1) False alarms occurring during the first 120 days of operation of a newly installed or reinstalled alarm system shall not be counted as "false alarms" for the purposes of subsections (2) through (4) of this section.
  - (2) For the first false alarm within a calendar year, no ~~service fee~~civil penalty shall be charged, but a warning notice shall be issued and a registration certificate shall be applied for and obtained within 30 days of the notice.
  - (3) For the second, third and fourth false alarm within a calendar year, the property owner or lessee shall be charged a ~~service fee~~civil penalty of \$50.00 per false alarm.
  - (4) For the fifth and each additional false alarm within a calendar year, the property owner or lessee shall be charged a ~~service fee~~civil penalty of \$125.00 per false alarm.
  - (5) ~~Service fees~~Civil penalties shall be billed by the city finance department directly to the occupant where the false alarm occurred, and shall provide a due date for payment which is at least 30 days from the date of the notice of the service fee civil penalty, and shall contain a statement setting forth the appeal procedure of section 16-24. Such notice shall be sent to the alarm user vis USPS Registered Mail, Return Receipt Requested, or by Statutory Overnight Delivery. In the event the occupant fails to pay the service fees billed under this article, the city shall bill the owner of the property, if different than the occupant. The owner and the occupant shall be jointly responsible for the service fees billed under this article.
  - (6) The failure of an alarm user to make payment of any civil penalty assessed under this article within 30 days from the date of the invoice shall result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's registration certificate until payment is received. However, response by law enforcement shall continue in the normal course in response to 911 calls to the emergency communications center, or upon verification by the alarm contractor or user that an alarm was set off as a result of criminal activity. Normal alarm responses will be restored under the following circumstances:
    - (a) Upon the filing of an appeal as provided in this article; or
    - (b) Upon the city's receipt of full payment from the alarm user who is 60 or more days delinquent on payment of any civil penalties.
- ~~Should the service fees go unpaid not be paid in full by the due date, the city shall withhold the issuance of a business license or occupational tax certificate or apply funds paid for other charges and services to service fees billed under this article.~~
- (7) In the event ~~fees~~civil penalties go unpaid after the due date, a one-time ten percent penalty will be charged based upon the amount due, and interest at the rate of one percent per month shall accrue until the fees are paid in full.

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(Code 1989, § 13-45; Ord. No. 374, § 5, 4-1-1996; Ord. No. 567, 5-23-2005)

### **Sec. 16-24. Appeals.**

- (a) Assessments of civil penalties and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal, setting forth the reasons for the appeal, with the public safety director or his or her designee within fourteen (14) days after the date of notification of the assessment of civil penalties or other enforcement decision.
- (b) The failure to file a notice of appeal within this period shall constitute a waiver of the right to contest the assessment of civil penalties or other enforcement decisions.
- (c) Appeals will be considered by the public safety director, or a hearing officer designated by the public safety director. Appeal hearings may be conducted in person, by telephone, by video conferencing or simply on the record submitted in the appeal by the applicant or alarm user. The party appealing shall indicate the preferred method of appeal in the submission of the written notice of appeal. Such appeal hearing shall be conducted within fourteen (14) days of the filing of the appeal, unless the parties mutually agree to extend the time for such a hearing. The public safety director or hearing officer shall review an appeal from the assessment of civil penalties or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalties or other enforcement decision, the public safety director or hearing officer shall have the discretion to dismiss or reduce civil penalties or reverse any other enforcement decision upon a finding of good cause or extenuating circumstances. The public safety director or hearing officer shall make a decision regarding the appeal within five (5) days of the hearing, and shall provide notice of same to the alarm user in writing.
- (d) The decision of the public safety director or designated hearing officer may be appealed to the city administrator. An appeal to the city administrator must be filed in writing within fourteen (14) days after the date of the notice of decision by the public safety director or hearing officer.

### **Sec. 16-24~~5~~. Duties of alarm ~~system company or business~~companies.**

Each alarm ~~system~~ company or business selling, leasing and/or monitoring an alarm system installed within the city limits shall provide the user with a copy of this article and an application for a registration certificate, and shall instruct the user in the proper operation of the system. Each ~~business entity~~alarm company monitoring or servicing an alarm system installed within the city limits shall file an annual registration with the city identifying the name, address and telephone number of the ~~entity~~alarm company, the name of a contact person, and the location of each system in the city that is monitored or serviced by the ~~entity~~alarm company. The registration is due no later than January 15 of each year.

(Code 1989, § 13-46; Ord. No. 374, § 6, 4-1-1996; Ord. No. 567, 5-23-2005)

### **Sec. 16-25~~6~~. Penalties.**

~~Any person who violates any provision of this article, shall be guilty of a misdemeanor punishable according to the penalties described in section 1-8. Each day that a violation occurs or continues shall constitute a separate offense. The punishment or conviction of any person under this section shall not relieve the person from paying any unpaid permit or service fee; nor shall payment of any unpaid permit or service fee bar criminal prosecution for any violation of this article.~~

~~(Code 1989, § 13-47; Ord. No. 374, § 7, 4-1-1996; Ord. No. 567, 5-23-2005)~~

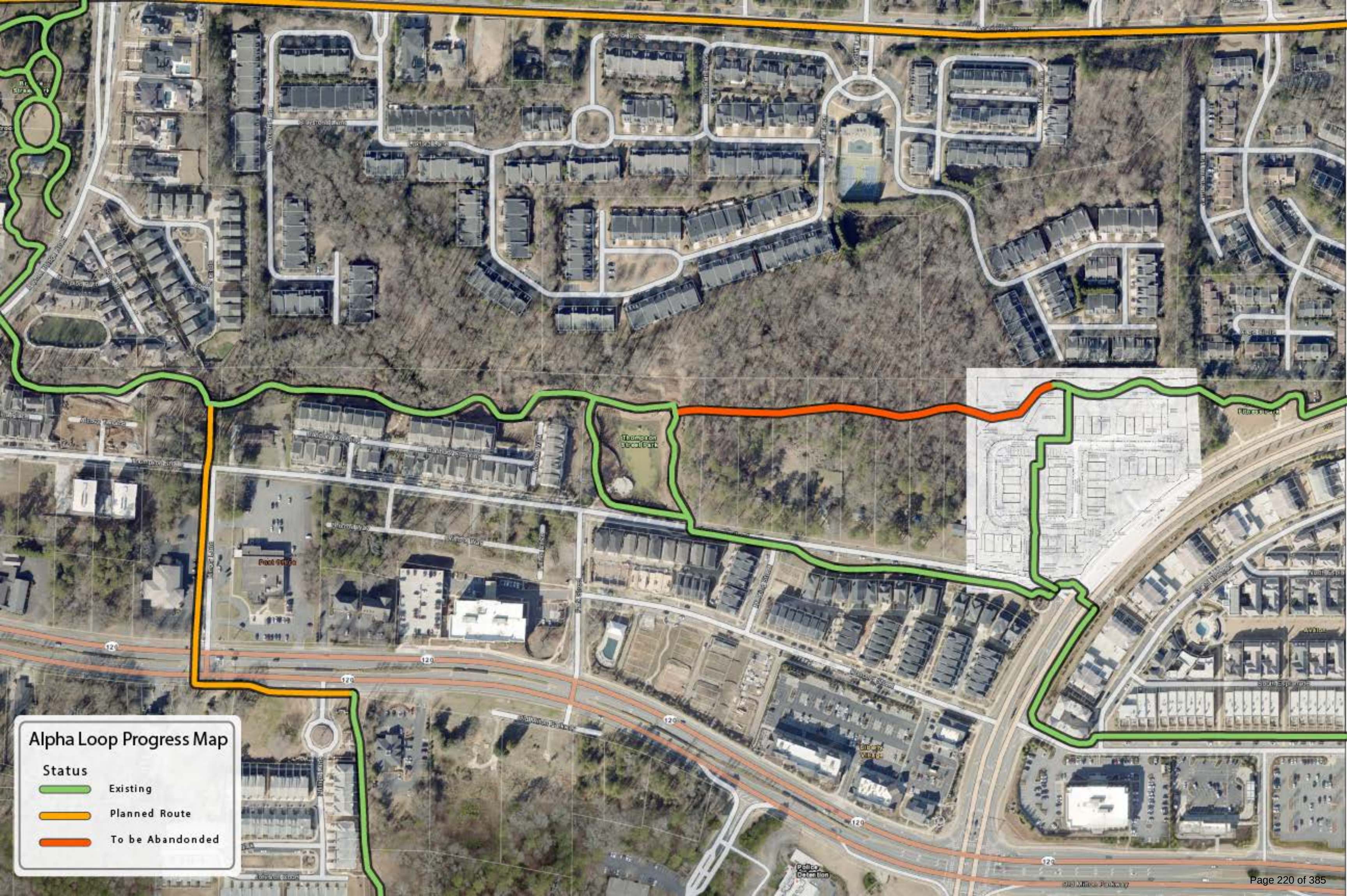
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**Secs. 16-2~~667~~—16-53. Reserved.**



# EXHIBIT B







# EXHIBIT C





# Pedicab Ordinance Discussion

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## Alpharetta City Council

Work Session  
October 16, 2023



# Code Amendments

- Revise the Code of Ordinances to require a permit for pedicab operators, including operational requirements.
- Code of Ordinances Chapter 48 Vehicles for Hire – Specific to Taxicabs (motor vehicle)



# Pedicab Defined

A bicycle, or pedal vehicle, with three (3) or more wheels operated by one (1) person for the purpose of, or capable of, transporting passengers in seats or a platform made a part of the pedicab. This definition shall not include a bicycle built for two (2) where the operators are seated one (1) behind the other, nor shall it include a bicycle with trainer or beginner wheels affixed thereto, nor shall it include a wheelchair or other vehicle for the purpose of transporting a handicapped person, nor shall it include a tricycle built for a child or an adult with a seat for only one (1) operator and no passenger.

# Pedicab Ordinance

- Require an annual permit
- Establish qualifications for issuance of a permit
- Establish operation requirements
- Provide for appeals, violations, and penalties





# Ordinance – Permit Requirements

- Definitions
- Permit required/Fee
- Indemnity for benefit of city
- Insurance
- Driver's permit fee
- Application
- Physician's certificate
- Qualifications
- Permit display
- Permit duration
- Revocation of permit

# Ordinance – Operational Requirements

- Identification
- Safe mechanical condition/cleanliness
- Pedicab inspection
- Authority for removal of pedicabs from street
- Rates of fare
- Prohibitions (no solicitation/collecting fare in motion)
- Loading, unloading; stopping, parking
- Restriction on number of passengers
- Refusal to carry orderly passengers
- Safety equipment
- Area/time of operation
- Traffic regulations
- Impediment to traffic flow



An aerial photograph of a city street scene in Alpharetta, Georgia. The image is overlaid with a semi-transparent blue rectangle. In the center of this rectangle, the word "Questions?" is written in a large, white, sans-serif font. The background shows various buildings, including a large, light-colored, multi-story building with many windows, and several smaller, older-style buildings. There are also trees with autumn-colored leaves and a parking lot with several cars.

# Questions?





# STAFF REPORT

Department: Administration  
Submitted By: Lauren Shapiro  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### Alcoholic Beverage License Application

*Consideration of approval of the following Alcoholic Beverage License Application:*

#### PH-23-AB-23 Off Leash Alpharetta, LLC

d/b/a Off Leash Alpharetta  
142 South Main Street, Alpharetta, GA 30009  
Restaurant  
Consumption on Premises  
Distilled Spirits, Beer, Wine & Sunday Sales  
Owner: Off Leash Alpharetta, LLC  
Registered Agent: Lonnie Cooper

## STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the following alcoholic beverage license application:

1. PH-23-AB-23 Off Leash Alpharetta, LLC d/b/a Off Leash Alpharetta 142 South Main Street, Alpharetta, GA 30009

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Application was heard and considered during a virtual Alcohol License Public Hearing on Monday, October 16, 2023. There were no public comments during the hearing. At the conclusion of the hearing City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced application to City Council for final approval.

## ALTERNATIVES:

Do not approve the license application.

## ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 10-16-2023



# ALCOHOL LICENSE PUBLIC HEARING OCTOBER 16, 2023

ALPHARETTA CITY CLERK'S OFFICE  
VIRTUAL MEETING VIA ZOOM

CITY CLERK: [LSHAPIRO@ALPHARETTA.GA.US](mailto:LSHAPIRO@ALPHARETTA.GA.US)  
ASSISTANT CITY CLERK: [KVANHORN@ALPHARETTA.GA.US](mailto: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: 817 3343 6681

## II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:00 p.m.

## III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Officer
- Frank Jackson, Code Enforcement Officer
- Kyle Baker, Attorney for applicant
- Jay Bandy, President Goliath Consulting
- Kieva Hannon, Head of Operations

## IV. PUBLIC HEARING

- A. PH-23-AB-23 Off Leash Alpharetta, LLC  
d/b/a Off Leash Alpharetta  
142 South Main Street  
Alpharetta, GA 30009

Restaurant  
Consumption on Premises  
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Off Leash Alpharetta, LLC  
Registered Agent: Lonnie Cooper

- Mr. Kyle Baker of Taylor English Duma LLP at 1600 Parkwood Circle Suite 200, Atlanta, Georgia 30339, was on the call. Mr. Jay Bandy, President of Goliath Consulting and Ms. Kieva Hannon, Head of Operations, were also on the call.

- Ms. Hannon described the Off Leash concept as a dog park/eatery/bar. There is a bar, restaurant, an outdoor patio for leashed pets and a 1.5-acre park for off leash dogs.
- Ms. Hannon explained that membership is just for the dogs, but no membership is required for people to eat or drink at the location.
- Ms. Hannon confirmed that this is the first location for Off Leash.
- Ms. Hannon stated Off Leash is hoping to open February or March 2024. Ms. Shapiro explained there is a six-month window for a business to be open once they receive their alcohol beverage license. Ideally, this application will go to City Council for approval at the October 23, 2023, meeting and if approved, the license would begin on October 24, 2023. Ms. Shapiro asked if they are not open during the month of April to contact the City Clerk's office so that a note can be placed on the file.
- Ms. Shapiro explained the prorated fees for 2023 and 2024 fees that are due by November 15, 2023.
- Mr. Baker explained TIRV is the 3<sup>rd</sup> party who will be conducting training for all employees, as well as in-house training. Mr. Bandy expanded on the in-store training which includes alcohol training. They also have employees take a TIPS certified class on serving alcohol.
- Ms. Shapiro reminded the applicant that all employees taking orders, preparing, or serving alcoholic beverages will require a pouring permit.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, October 23, 2023, at 6:30 pm in case Mayor or Council have any questions.

#### V. PUBLIC COMMENT

- There were no public comments.

#### VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:10 p.m.

Respectfully submitted,

*Kiersten VanHorn*

Kiersten VanHorn, Assistant City Clerk





# STAFF REPORT

Department: Legal  
Submitted By: Lauren Shapiro  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### The Hotel at Avalon: Estoppel Certificate and Agreement of Ground Lessor

*Consideration of approval of a new Estoppel Certificate and a new Agreement of Ground Lessor, related to The Hotel at Avalon's refinancing with a new lender, Forethought Life Insurance Company, and with authorization for the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Approve an Estoppel Certificate and an Agreement of Ground Lessor, related to The Hotel at Avalon's refinancing with a new lender, Forethought Life Insurance Company, and authorize the Mayor to execute all necessary documents.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:**

**APPROPRIATIONS:**

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## ITEM DESCRIPTION:

The Hotel at Avalon is under a tax abatement through the Development Authority of Fulton County. In 2020, the original company in the tax incentive transaction sold to the current owner, who simultaneously received a loan with Truist Bank. The current owner is now refinancing their loan with a new lender, Forethought Life Insurance Company. Simultaneously and related to the tax abatement, there was a lease agreement and ancillary documents executed with the City of Alpharetta related to the Conference Center portion of the Hotel at Avalon.

In 2020, the City of Alpharetta executed an Estoppel Certificate (Conference Center Lease) and an Agreement of Ground Lessor (CC Lease) related to the original lender. With the refinancing and new lender, the City has been asked to execute updated versions of the Estoppel Certificate and the Agreement of Ground Lessor.

In addition to the new documents for review and approval, enclosed are redlines showing the changes being made to the documents that were previously approved and executed by the City.

## ALTERNATIVES:

## ATTACHMENTS:

1. Agreement of Ground Lessor The Hotel at Avalon
2. Redline Version of Agreement of Ground Lessor The Hotel at Avalon
3. Estoppel Certificate (Conference Center Lease) The Hotel at Avalon
4. Redline Version of Estoppel Certificate (Conference Center Lease) The Hotel at Avalon

5. Alpharetta Signature Pages

## AGREEMENT OF GROUND LESSOR (CC LEASE)

This Agreement of Ground Lessor (“Agreement”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by the CITY OF ALPHARETTA, a public body corporate and politic of the State of Georgia, as lessor (“Lessor”), whose address is set forth in paragraph 16 hereof, for the benefit of FORETHOUGHT LIFE INSURANCE COMPANY, an Indiana insurance company, whose address for purposes hereof is 30 Hudson Yards, New York, New York 10001 (together with its successors and assigns, “Lender”), and for the benefit of GPIF HOTEL AT AVALON OWNER LLC, a Delaware limited liability company (“Successor Lessee”) whose address for purposes hereof is set forth in paragraph 16 hereof.

- A. Lessor entered into that certain Conference Center Lease Agreement (“Original Lease”) dated as of May 3, 2016, with Avalon Hotel Associates, LLC (“Original Lessee”), a Memorandum (“Memo”) of which is recorded in Book 56121, Page 181, Fulton County, Ga. Public records (“FC Records”), which Original Lease and Memo were assigned and transferred to the Development Authority of Fulton County (“DAFC”) by Original Lessee pursuant to that certain Limited Warranty Deed dated May 3, 2016, and recorded in Book 56121, Page 186, FC Records. DAFC thereafter subleased the Property (defined below) back to Original Lessee pursuant to a Lease Agreement, a Memorandum of which is recorded in Book 56121, Page 197, FC Records (the “DAFC Lease”). The Original Lease and Memo, as assigned and transferred to DAFC and subleased back to Original Lessee, were amended pursuant to the Omnibus Agreement hereafter described and all rights in, to and under the Original Lease and related documents were assigned to Successor Lessee by that certain Assignment, Assumption and Release Agreement Regarding Alpharetta Conference Center and The Hotel at Avalon dated September 15, 2020 and recorded on September 17, 2020 in Book 62275, Page 493, FC Records (the “Lease Assignment”). The Original Lease, Memo, Omnibus Agreement and Lease Assignment, as assigned and subleased and as the same may have been heretofore amended, are herein referred to collectively as the “Lease”. Pursuant to the Lease, Successor Lessee now holds the subleasehold estate in the real property described in **Exhibit A** attached hereto and incorporated herein (the “Property”) together with all of the improvements located thereon, and together with all rights easements and interests of Successor Lessee thereto (with the Property hereafter collectively referred to as the “Property and Improvements”); and
- B. Lessor has agreed to execute this Agreement for the benefit of Lender with the understanding that Lender is relying on the agreements set forth herein as an inducement to Lender in making one or more loans (the “Loan”) to Successor Lessee to be evidenced and secured by the following: (i) security title and security interest in and to the Lease and Successor Lessee’s subleasehold interest in and to the Property and Improvements pursuant to the Lease; (collectively, the “Subleasehold

Interest"); and (ii) that certain Loan Agreement dated of even date herewith, between Successor Lessee and Lender.

- C. If not expressly defined herein, capitalized terms shall have the meanings given to them in the Lease or the Loan Agreement, as the context requires or permits.

NOW, THEREFORE, for and in consideration of the Property, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, each of the parties hereto hereby represents, covenants and agrees with respect to representations, covenants and agreements made by it but not with respect to any representations, covenants and agreements made by any other party, as follows:

1. Lessor, to the best of its knowledge, confirms to Lender as follows:
  - a. The rent and other sums due and payable under the Lease have been paid through the date of this Agreement. The current rental equals \$1.00 per year paid through the eighth fiscal year of the Lease.
  - b. The Lease is in full force and effect and has not been amended or modified except as otherwise noted herein.
  - c. Other than the Lease (and any amendments thereto as are described herein) and the related bond documents, there are no other agreements, written or oral, between Lessor and Original Lessee or Successor Lessee regarding the Lease or the Property except as follows: Omnibus Confirming Conveyance, Boundary, Quitclaim and Amendatory Agreement ("Omnibus Agreement") dated December 28, 2018, recorded in Book 59570, Page 359, FC Records.
  - d. The Lessor confirms that it has not assigned, mortgaged or pledged the Lease or otherwise transferred any interest in or under the Lease.
  - e. To the best of their respective knowledge, no event has occurred, and no condition exists that constitutes a default, or which with the giving of notice or lapse of time, or both, would constitute a default by Lessor or by Successor Lessee under the Lease.
  - f. Lessor confirms that it is the owner of the fee simple estate in the Property and is the Lessor under the Lease.
  - g. Successor Lessee confirms that it is the owner of the subleasehold estate in the Property. To the best of Successor Lessee's knowledge, DAFC is the owner of the leasehold estate in the Property, as a pass-through leasehold estate to Successor Lessee pursuant to the DAFC Lease, and of the Personal Property described in the Lease, which is subleased to Successor Lessee pursuant to the DAFC Lease, and is the "Lessee" under the Lease.

- h. To the best of Lessor's knowledge, there are no offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, whether inuring to the benefit of Original Lessee or Successor Lessee.
  - i. Lessor hereby confirms that it has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Lessor's interest in the Property.
- 2. Lessor consents to the execution and delivery by Successor Lessee to Lender of that certain Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Deed") conveying to Lender, inter alia, all right, title and interest of Successor Lessee in and to the Lease, Successor Lessee's Subleasehold Interest ("Successor Lessee Property Interests") and the recording of same in the FC Records. The Security Deed is a "Leasehold Mortgage" and the Lender is a "Leasehold Mortgagee" under and as such terms are defined in the Lease. Lessor also consents to the execution and delivery by Successor Lessee, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a security title and security interest upon and against Successor Lessee Property Interests, and other property described in the Security Deed and pursuant to other "Loan Documents" therein described such documents including, but not limited to, Uniform Commercial Code financing statements, assignments of leases, and such other documents, instruments and agreements as Lender may hereafter deem necessary or desirable in connection with the creation, grant, perfection, maintenance or enforcement of said security title and security interest, including, but not limited to, any such documents and instruments executed in connection with any renewal, extension and/or modification of such security title and security interest.
- 3. Lessor expressly acknowledges and agrees that any and all proceeds relating to casualty or condemnation affecting the Property or the Subleasehold Interest, or both, that are payable to the Successor Lessee shall be paid to Lender in accordance with and subject to the terms and conditions of the Loan Agreement.
- 4. In the event of any default or event of default by Successor Lessee under the Lease, or in the event Successor Lessee shall fail to perform or observe any of the terms, conditions or agreements in the Lease, once Lessor becomes aware of the event of default, Lessor shall give written notice thereof to Lender at the address indicated above (or such other address as Lender may indicate by notice hereafter to Lessor in writing) and Lender shall have the right (but not the obligation) to cure such default or failure within the longer of the time afforded Successor Lessee under the Lease, or sixty (60) days following Lender's receipt of such notice. Lessor shall take no actions with respect to such failure under the Lease, including without limitation any action intended to terminate, rescind or avoid the Lease or Successor Lessee's tenancy or possession thereunder, for such applicable cure period as set forth in the Loan Agreement, provided, however, that in the case of any non-monetary default which cannot with diligence be cured within said 60-day period,



if Lender shall proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity. Lessor hereby agrees that it will accept performance under the Lease by Lender in lieu of performance by Successor Lessee thereunder and Lessor and Successor Lessee do hereby authorize entry upon the Property by the Lender for such purpose. Without limiting the foregoing, Lessor agrees that no default and no termination of the Lease in connection therewith shall be effective unless notice shall first have been given to Lender in accordance with the terms of this Agreement. If the Lease is terminated for any reason or if the Lease is rejected or disaffirmed, or if Successor Lessee attempts to assign the Lease, pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Lessor further agrees Lender shall have the option (upon written notice to Lessor) to enter into a new ground lease with Lessor on substantially the same terms as the Lease (including provisions providing for indemnification of the Lessor to the same extent as the Lease) for the then remaining term of the Lease following such termination of the Lease. Upon execution of such new ground lease, Lessor shall deliver to Lender an amount equal to the net income (if any) derived by Lessor from the Property during the period from the date of termination of the Lease to the date of the beginning of the lease term under the new ground lease.

5. Lessor consents to the exercise by Lender of any and all rights and remedies permitted under the Security Deed and such other documents as may be executed by Successor Lessee in connection with the Loan, and to the exercise of such additional legal and equitable rights and remedies as may be available to Lender in the event of a default or event of default under the Loan, including, without limitation the right to exercise any and all purchase options granted to Successor Lessee under the Lease. Furthermore, Lessor expressly agrees that neither the execution, delivery and/or recording of the Security Deed, nor the execution, delivery and/or recording or filing of any other instrument or agreement by Successor Lessee or Lender in connection with the Security Deed, nor any other matters to which Lessor has given its consent herein, shall ever be deemed to constitute a default or event of default under the Lease.
6. In the event Lender shall hereafter become the owner of the rights and interests of Successor Lessee in and to the Property and Lease by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by Lender to enforce its rights under the Loan Agreement, or through any other means or manner in connection with the Loan, Lender shall be deemed to be Successor Lessee's successor and assignee under the Lease (notwithstanding anything in the Lease prohibiting or restricting assignment by the Successor Lessee or establishing conditions under which an assignment by the Successor Lessee would be permitted) and shall be entitled to all rights, benefits, obligations and privileges of the Successor Lessee under the Lease including any indemnification of Lessor. Upon notification by Lender, Lessor shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining

and any renewal or extension period thereof duly exercised as required by the Lease, all without the need to execute any further instruments on the part of Lessor, Successor Lessee or Lender to make such succession and assignment effective and binding upon Lessor. Notwithstanding the foregoing, neither Lender nor its direct successors or assigns shall be (i) liable for any past due rent or other expenses due from Successor Lessee under the Lease or (ii) bound by amendment or modification of the Lease made without Lender's advance written consent (which consent shall not be unreasonably withheld).

7. By the execution, delivery and recordation of the Security Deed, Lender shall not be deemed to have assumed the performance of any of the terms, covenants or conditions on the part of Successor Lessee to be performed under the Lease, but it and Lender, effective upon their becoming the owner of the rights and interests of Successor Lessee in and to the Subleasehold Interest, or any purchaser at any foreclosure sale of this Lease and of the Subleasehold Interest, or the assignee or transferee of such Successor Lessee Property Interests under any instrument of assignment or transfer in lieu of the foreclosure of the Security Deed, shall be deemed an assignee or transferee and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Successor Lessee to be performed hereunder.
8. Notwithstanding any provisions of the Lease, any sale of the Lease and any Subleasehold Interest in any proceedings for the foreclosure of the Security Deed, or the assignment or transfer any such Successor Lessee Property Interests in lieu of the foreclosure of the Security Deed shall be deemed for all purposes of the Lease to be a permitted sale, transfer or assignment of the Lease and of the Subleasehold Interest.
9. Notwithstanding anything to the contrary set forth or contained in the Lease, Lessor hereby waives any contractual and/or statutory liens and any rights of distress with respect to the Subleasehold Interest from time to time or other property located within or upon the Property and Improvements during the term of the Lease or any extension thereof. It is hereby covenanted and agreed by Lessor that the Lease does not and will not, from and after this date, be construed or deemed to grant a statutory or contractual lien or any other security interest to Lessor or in favor of Lessor with respect to the Subleasehold Interest. Lessor agrees to execute and deliver such other instruments as may be reasonably requested by Successor Lessee or Lender from time to time to evidence or confirm this waiver by Lessor.
10. The Property shall not be surrendered nor the Lease amended or modified in any manner or respect without the prior written consent of Lender and any purported surrender or amendment made without such consent shall be ineffective and void as to Lender.
11. In the event of Lessor's bankruptcy and the rejection of the Lease by Lessor as debtor-in-possession or by a trustee of the bankruptcy estate, Successor Lessee shall have no right to treat the Lease as terminated but rather shall automatically be

deemed to have elected under Section 365(h) of the United States Bankruptcy Code to continue in possession of the Property upon the same terms and conditions provided in the Lease, unless Lender in its sole and complete discretion specifically agrees otherwise in writing. Lender shall have the right independently and as attorney-in-fact for the Successor Lessee thereunder to elect to remain in possession of the demised Property under said Section 365(h) and the security title of the Security Deed shall attach and extend to such Successor Lessee's possessory rights thereunder.

12. So long as the Security Deed is in existence, the title to the Property (including without limitation fee title to the Property and Improvements) and the Subleasehold Interest shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said title and said Subleasehold Interest by Lessor or by Successor Lessee or by a third party, by purchase or otherwise.
13. For purposes of this Agreement, the term "Lender" shall include its successors and assigns including, but not limited to, any person who acquires the Subleasehold Interest pursuant to a foreclosure of the Security Deed or conveyance in lieu of foreclosure. All references herein to Lessor and Successor Lessee shall likewise include the respective personal representatives, heirs, successors and assigns for each such party (including, without limitation, any person, party or entity to whom either Lessor's and/or Successor Lessee's respective rights and interests in and under the Lease may be assigned). This Agreement shall accordingly be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
14. Lessor represents that no consent or joinder of any other party is required for Lessor's execution of this Agreement.
15. This Agreement may not be withdrawn, amended, or modified except by a written agreement executed by the parties hereto.
16. All notices, requests, consents, demands and other communications relating to this Agreement of Ground Lessor shall be in writing and shall be deemed sufficiently given if (a) sent by certified or registered mail with postage prepaid, return receipt requested, properly addressed to the applicable party at the address set forth below; (b) delivered in person to the address set forth below for the party to whom the notice is given; (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service addressed to such party at the address specified below; or (d) sent by e-mail, provided a copy of such notice is concurrently sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the earlier of the date that delivery is refused or five (5) days after the date the notice is mailed. For purposes of this section, the addresses of the parties for all notices are as set forth below (unless changed by similar notice in writing given by the particular person whose address

is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

Notices to Lender shall be given to it at:

To: Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
20 Guest Street, 9th Floor  
Brighton, Massachusetts 02135  
Attention: Mortgage Operations  
Email: [Mortgage\\_Ops@gafg.com](mailto:Mortgage_Ops@gafg.com)

and to: Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Gary Silber  
Email: [gary.silber@gafg.com](mailto:gary.silber@gafg.com)

and to: Forethought Life Insurance Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Real Estate General Counsel  
Email: [RECreditNotices@kkr.com](mailto:RECreditNotices@kkr.com)

with a copy to: Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York New York 10166  
Attention: Eric Meer, Esq.  
Email: [EMeer@gibsondunn.com](mailto:EMeer@gibsondunn.com)

All notices to Successor Lessee shall be given to it at:

To: GPIF HOTEL AT AVALON OWNER, LLC  
c/o Crescent Real Estate LLC  
3230 Camp Bowie Blvd, Suite 500  
Ft. Worth, Texas, 76107  
Attention: Theresa Cabilao  
E-mail: [TCabilao@crescent.com](mailto:TCabilao@crescent.com)

with a copy to: GPIF HOTEL AT AVALON OWNER, LLC  
3230 Camp Bowie Blvd, Suite 500  
Ft. Worth, Texas, 76107

Attention: Legal Department  
E-mail: [NGarsek@crescent.com](mailto:NGarsek@crescent.com)

All notices to Lessor shall be given to it at:

To: City of Alpharetta  
2 Park Plaza  
Alpharetta, Georgia 30009  
Attention: Mayor  
E-mail: [jgilvin@alpharetta.ga.us](mailto:jgilvin@alpharetta.ga.us)

with a copy to: Bovis, Kyle, Burch & Medlin  
200 Ashford Center North  
Suite 500  
Atlanta, Georgia 30338  
Attention: C. Sam Thomas, Esq.  
E-mail: [cst@boviskyle.com](mailto:cst@boviskyle.com)

17. Lessor and Successor Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lender to do so, certify by written instrument duly executed and acknowledged to Lender, or any other person, firm or corporation specified in such request that with respect to itself and to the best of its knowledge regarding the other party: (a) as to whether the Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of the Lease; (c) as to the existence of any default under the Lease; (d) as to the existence of any offsets, counterclaims or defenses on the part of either party; (e) as to the commencement and expiration dates of the term of the Lease; and (f) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by Lender and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding upon the certifying party.
18. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
19. This Agreement, and the rights and duties of the parties hereunder, shall be governed for all purposes by the laws of the State of Georgia.
20. Lender acknowledges and agrees that Lessor has not given or confirmed any information relating to the Property or otherwise, which shall be limited in the manner and to the extent set forth in the Lease, or the Successor Lessee or its operations, financial condition or prospects and that the Lessor will have no responsibility for the accuracy or completeness of any information obtained by Lender from any source regarding the Property.

21. Notwithstanding anything to the contrary contained in the Lease, if Lender or any successors of Lender (herein "Acquiring Party") shall succeed to the interest of Successor Lessee under the Lease, Lender and such Acquiring Party shall have no personal liability as successor to Successor Lessee, and Lessor shall look only to the estate and property of Lender and such Acquiring Party in the Property or the proceeds thereof for the satisfaction of Lessor's remedies for the collection of a judgment requiring the payment of money in the event of any default under the Lease. Notwithstanding anything to the contrary contained in the Lease, Lender or any Acquiring Party shall not be liable to Lessor for any liability or obligation of Successor Lessee under the Lease unless and until Lender or such Acquiring Party shall take title to the Property, and thereafter, upon the subsequent assignment, sale or other transfer by Lender or such Acquiring Party of its interest as Successor Lessee under the Lease, Lender and such Acquiring Party shall be released from liability under the Lease as of the effective date of such assignment, sale or transfer, provided that the assignee agrees to be bound by the terms and conditions of the Lease, as modified hereby.
22. Upon the recording of the Security Deed, Lessor hereby recognizes Lender as a "Leasehold Mortgagee" as defined in the Lease, for all purposes under the Lease and confirms and agrees that all conditions set forth in the Lease to the granting of the Leasehold Mortgage have been satisfied or waived.
23. Lessor hereby confirms that in the event Lender becomes the owner of the leasehold estate, Lender shall have the right to assign or sublet its interest under and in the Lease without the need to obtain the consent of Lessor.
24. Lessor hereby confirms that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are made available for the restoration of the Property or are applied to the repayment of the Loan. Without limitation of the foregoing, Lender has been named as the insurance trustee under the Condominium Documents and in such capacity shall hold and disburse all insurance and condemnation proceeds in accordance with the requirements and disbursement conditions set forth in the Loan Agreement, notwithstanding conflicting provisions set forth in the Lease, the DAFC Lease or the Condominium Documents as such terms are defined in the Leasehold Mortgage.
25. This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for Lender in making the Loan to Successor Lessee and that Lender shall rely hereon in making the Loan to Successor Lessee. This Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Lessor, its heirs, legal representatives, successors and assigns.



[SIGNATURES ON FOLLOWING PAGES]

EXECUTED as of the Effective Date.

|                                                                                                                                                                                                      |                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LESSOR:</p> <p><b>CITY OF ALPHARETTA,</b><br/>a Georgia body corporate and politic</p> <p>By: _____ (SEAL)</p> <p>Name:</p> <p>Title:</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

[Signature Page to Agreement of Ground Lessor]

|                                                                                                                                                                                                      |                                                                                                                                                               |
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| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LENDER:</p> <p><b>FORETHOUGHT LIFE INSURANCE<br/>COMPANY,</b><br/>an Indiana insurance company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> |
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[SIGNATURES CONTINUE ON FOLLOWING PAGES]

[Signature Page to Agreement of Ground Lessor]

|                                                                                                                                                                                                          |                                                                                                                                                                         |
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| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date:<br/>_____</p> <p>[NOTARIAL SEAL]</p> | <p>SUCCESSOR LESSEE:</p> <p><b>GPIF HOTEL AT AVALON OWNER LLC,</b><br/>a Delaware limited liability company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBIT A  
LEGAL DESCRIPTION  
OF PROPERTY

**Conference Center Unit**

ALL OF GRANTOR'S INTEREST, as Lessee, under that certain Conference Center Lease Agreement (Alpharetta Conference Center and Hotel Avalon) dated as of May 3, 2016, by and between the City of Alpharetta, as "Lessor" therein, and Grantor, as "Lessee" therein, a Memorandum of which is recorded in Deed Book 56121, Page 181, Fulton County, Georgia Records (collectively, as amended, the "Conference Center Lease"), the "Leased Premises" thereunder being more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "**Conference Center Unit**" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of December 28, 2018, recorded in Deed Book 59570, Page 359, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book 26, Page 25, aforesaid Records (as amended and restated, the "**Plat**"), and Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book 69, Page 27, aforesaid Records (the "**Plans**"), together with said Conference Center Unit's appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener's Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement Rights by and between

Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon Alpharetta, Georgia by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records; as assigned by that certain Assignment of Declarant's Rights by and between Avalon North, LLC, a Delaware limited liability company and PR Avalon Phase I Owner, LLC, a Delaware limited liability company, dated July 22, 2016, recorded in Deed Book 56411, Page 262, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records; as amended by that certain First Amendment to Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, Avalon North LLC, a Delaware limited liability company and Development Authority of Fulton County, dated December 2, 2016, recorded in Deed Book 56923, Page 383, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Parking Easement Agreement by and between Avalon North, LLC, a Delaware limited liability company and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016, recorded in Deed Book 57393, Page 114, aforesaid Records.



## AGREEMENT OF GROUND LESSOR (CC LEASE)

This Agreement of Ground Lessor (“Agreement”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by the CITY OF ALPHARETTA, a public body corporate and politic of the State of Georgia, as lessor (“Lessor”), whose address is set forth in paragraph 16 hereof, for the benefit of FORETHOUGHT LIFE INSURANCE COMPANY, an Indiana insurance company, whose address for purposes hereof is 30 Hudson Yards, New York, New York 10001 (together with its successors and assigns, “Lender”), and for the benefit of GPIF HOTEL AT AVALON OWNER LLC, a Delaware limited liability company (“Successor Lessee”) whose address for purposes hereof is set forth in paragraph 16 hereof.

- A. Lessor entered into that certain Conference Center Lease Agreement (“Original Lease”) dated as of May 3, 2016, with Avalon Hotel Associates, LLC (“Original Lessee”), a Memorandum (“Memo”) of which is recorded in Book 56121, Page 181, Fulton County, Ga. Public records (“FC Records”), which Original Lease and Memo were assigned and transferred to the Development Authority of Fulton County (“DAFC”) by Original Lessee pursuant to that certain Limited Warranty Deed dated May 3, 2016, and recorded in Book 56121, Page 186, FC Records. DAFC thereafter subleased the Property (defined below) back to Original Lessee pursuant to a Lease Agreement, a Memorandum of which is recorded in Book 56121, Page 197, FC Records (the “DAFC Lease”). The Original Lease and Memo, as assigned and transferred to DAFC and subleased back to Original Lessee, were amended pursuant to the Omnibus Agreement hereafter described and all rights in, to and under the Original Lease and related documents were assigned to Successor Lessee by that certain Assignment, Assumption and Release Agreement Regarding Alpharetta Conference Center and The Hotel at Avalon dated ~~of even date herewith~~ September 15, 2020 and recorded on September 17, 2020 in Book 62275, Page 493, FC Records (the “Lease Assignment”). The Original Lease, Memo ~~and~~ Omnibus Agreement and Lease Assignment, as assigned and subleased and as the same may have been heretofore amended, are herein referred to collectively as the “Lease”. Pursuant to the Lease, Successor Lessee now holds the subleasehold estate in the real property described in Exhibit A attached hereto and incorporated herein (the “Property”) together with all of the improvements located thereon, and together with all rights easements and interests of Successor Lessee thereto (with the Property hereafter collectively referred to as the “Property and Improvements”); and
- B. Lessor has agreed to execute this Agreement for the benefit of Lender with the understanding that Lender is relying on the agreements set forth herein as an inducement to Lender in making one or more loans (the “Loan”) to Successor Lessee to be evidenced and secured by the following: (i) security title and security interest in and to the Lease and Successor Lessee’s subleasehold interest in and to the Property and Improvements pursuant to the Lease; (collectively, the

“Subleasehold Interest”); and (ii) that certain Loan Agreement dated of even date herewith, between Successor Lessee and Lender.

- C. If not expressly defined herein, capitalized terms shall have the meanings given to them in the Lease or the Loan Agreement, as the context requires or permits.

NOW, THEREFORE, for and in consideration of the Property, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, each of the parties hereto hereby represents, covenants and agrees with respect to representations, covenants and agreements made by it but not with respect to any representations, covenants and agreements made by any other party, as follows:

1. Lessor, to the best of its knowledge, confirms to Lender as follows:
  - a. The rent and other sums due and payable under the Lease have been paid through the date of this Agreement. The current rental equals \$1.00 per year paid through the ~~fifth~~ **TO BE CONFIRMED** ~~eighth~~ fiscal year of the Lease.
  - b. The Lease is in full force and effect and has not been amended or modified except as otherwise noted herein.
  - c. Other than the Lease (and any amendments thereto as are described herein) and the related bond documents, there are no other agreements, written or oral, between Lessor and Original Lessee or Successor Lessee regarding the Lease or the Property except as follows: Omnibus Confirming Conveyance, Boundary, Quitclaim and Amendatory Agreement (“Omnibus Agreement”) dated December 28, 2018, recorded in Book 59570, Page 359, FC Records.
  - d. The Lessor confirms that it has not assigned, mortgaged or pledged the Lease or otherwise transferred any interest in or under the Lease.
  - e. To the best of their respective knowledge, no event has occurred, and no condition exists that constitutes a default, or which with the giving of notice or lapse of time, or both, would constitute a default by Lessor or by Successor Lessee under the Lease.
  - f. Lessor confirms that it is the owner of the fee simple estate in the Property and is the Lessor under the Lease.
  - g. Successor Lessee confirms that it is the owner of the subleasehold estate in the Property. To the best of Successor Lessee’s knowledge, DAFC is the owner of the leasehold estate in the Property, as a pass-through leasehold estate to Successor Lessee pursuant to the DAFC Lease, and of the Personal Property described in the Lease, which is subleased to Successor Lessee pursuant to the DAFC Lease, and is the “Lessee” under the Lease.

- h. To the best of Lessor's knowledge, there are no offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, whether inuring to the benefit of Original Lessee or Successor Lessee.
  - i. Lessor hereby confirms that it has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against the Lessor's interest in the Property.
- 2. Lessor consents to the execution and delivery by Successor Lessee to Lender of that certain Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Deed") conveying to Lender, inter alia, all right, title and interest of Successor Lessee in and to the Lease, Successor Lessee's Subleasehold Interest ("Successor Lessee Property Interests") and the recording of same in the FC Records. The Security Deed is a "Leasehold Mortgage" and the Lender is a "Leasehold Mortgagee" under and as such terms are defined in the Lease. Lessor also consents to the execution and delivery by Successor Lessee, and the filing and/or recording in the appropriate public records, of such additional documents and instruments as Lender may deem necessary or desirable to establish, perfect and maintain a security title and security interest upon and against Successor Lessee Property Interests, and other property described in the Security Deed and pursuant to other "Loan Documents" therein described such documents including, but not limited to, Uniform Commercial Code financing statements, assignments of leases, and such other documents, instruments and agreements as Lender may hereafter deem necessary or desirable in connection with the creation, grant, perfection, maintenance or enforcement of said security title and security interest, including, but not limited to, any such documents and instruments executed in connection with any renewal, extension and/or modification of such security title and security interest.
- 3. Lessor expressly acknowledges and agrees that any and all proceeds relating to casualty or condemnation affecting the Property or the Subleasehold Interest, or both, that are payable to the Successor Lessee shall be paid to Lender in accordance with and subject to the terms and conditions of the Loan Agreement.
- 4. In the event of any default or event of default by Successor Lessee under the Lease, or in the event Successor Lessee shall fail to perform or observe any of the terms, conditions or agreements in the Lease, once Lessor becomes aware of the event of default, Lessor shall give written notice thereof to Lender at the address indicated above (or such other address as Lender may indicate by notice hereafter to Lessor in writing) and Lender shall have the right (but not the obligation) to cure such default or failure within the longer of the time afforded Successor Lessee under the Lease, or sixty (60) days following Lender's receipt of such notice. Lessor shall take no actions with respect to such failure under the Lease, including without limitation any action intended to terminate, rescind or avoid the Lease or Successor Lessee's tenancy or possession thereunder, for such applicable cure period as set forth in the Loan Agreement, provided, however, that in the case of any non-monetary default which cannot with diligence be cured within

said 60-day period, if Lender shall proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity. Lessor hereby agrees that it will accept performance under the Lease by Lender in lieu of performance by Successor Lessee thereunder and Lessor and Successor Lessee do hereby authorize entry upon the Property by the Lender for such purpose. Without limiting the foregoing, Lessor agrees that no default and no termination of the Lease in connection therewith shall be effective unless notice shall first have been given to Lender in accordance with the terms of this Agreement. If the Lease is terminated for any reason or if the Lease is rejected or disaffirmed, or if Successor Lessee attempts to assign the Lease, pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Lessor further agrees Lender shall have the option (upon written notice to Lessor) to enter into a new ground lease with Lessor on substantially the same terms as the Lease (including provisions providing for indemnification of the Lessor to the same extent as the Lease) for the then remaining term of the Lease following such termination of the Lease. Upon execution of such new ground lease, Lessor shall deliver to Lender an amount equal to the net income (if any) derived by Lessor from the Property during the period from the date of termination of the Lease to the date of the beginning of the lease term under the new ground lease.

5. Lessor consents to the exercise by Lender of any and all rights and remedies permitted under the Security Deed and such other documents as may be executed by Successor Lessee in connection with the Loan, and to the exercise of such additional legal and equitable rights and remedies as may be available to Lender in the event of a default or event of default under the Loan, including, without limitation the right to exercise any and all purchase options granted to Successor Lessee under the Lease. Furthermore, Lessor expressly agrees that neither the execution, delivery and/or recording of the Security Deed, nor the execution, delivery and/or recording or filing of any other instrument or agreement by Successor Lessee or Lender in connection with the Security Deed, nor any other matters to which Lessor has given its consent herein, shall ever be deemed to constitute a default or event of default under the Lease.
6. In the event Lender shall hereafter become the owner of the rights and interests of Successor Lessee in and to the Property and Lease by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by Lender to enforce its rights under the Loan Agreement, or through any other means or manner in connection with the Loan, Lender shall be deemed to be Successor Lessee's successor and assignee under the Lease (notwithstanding anything in the Lease prohibiting or restricting assignment by the Successor Lessee or establishing conditions under which an assignment by the Successor Lessee would be permitted) and shall be entitled to all rights, benefits, obligations and privileges of the Successor Lessee under the Lease including any indemnification of Lessor. Upon notification by Lender, Lessor shall be bound to Lender under all

of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any renewal or extension period thereof duly exercised as required by the Lease, all without the need to execute any further instruments on the part of Lessor, Successor Lessee or Lender to make such succession and assignment effective and binding upon Lessor. Notwithstanding the foregoing, neither Lender nor its direct successors or assigns shall be (i) liable for any past due rent or other expenses due from Successor Lessee under the Lease or (ii) bound by amendment or modification of the Lease made without Lender's advance written consent (which consent shall not be unreasonably withheld).

7. By the execution, delivery and recordation of the Security Deed, Lender shall not be deemed to have assumed the performance of any of the terms, covenants or conditions on the part of Successor Lessee to be performed under the Lease, but it and Lender, effective upon their becoming the owner of the rights and interests of Successor Lessee in and to the Subleasehold Interest, or any purchaser at any foreclosure sale of this Lease and of the Subleasehold Interest, or the assignee or transferee of such Successor Lessee Property Interests under any instrument of assignment or transfer in lieu of the foreclosure of the Security Deed, shall be deemed an assignee or transferee and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Successor Lessee to be performed hereunder.
8. Notwithstanding any provisions of the Lease, any sale of the Lease and any Subleasehold Interest in any proceedings for the foreclosure of the Security Deed, or the assignment or transfer any such Successor Lessee Property Interests in lieu of the foreclosure of the Security Deed shall be deemed for all purposes of the Lease to be a permitted sale, transfer or assignment of the Lease and of the Subleasehold Interest.
9. Notwithstanding anything to the contrary set forth or contained in the Lease, Lessor hereby waives any contractual and/or statutory liens and any rights of distress with respect to the Subleasehold Interest from time to time or other property located within or upon the Property and Improvements during the term of the Lease or any extension thereof. It is hereby covenanted and agreed by Lessor that the Lease does not and will not, from and after this date, be construed or deemed to grant a statutory or contractual lien or any other security interest to Lessor or in favor of Lessor with respect to the Subleasehold Interest. Lessor agrees to execute and deliver such other instruments as may be reasonably requested by Successor Lessee or Lender from time to time to evidence or confirm this waiver by Lessor.
10. The Property shall not be surrendered nor the Lease amended or modified in any manner or respect without the prior written consent of Lender and any purported surrender or amendment made without such consent shall be ineffective and void as to Lender.

11. In the event of Lessor's bankruptcy and the rejection of the Lease by Lessor as debtor-in-possession or by a trustee of the bankruptcy estate, Successor Lessee shall have no right to treat the Lease as terminated but rather shall automatically be deemed to have elected under Section 365(h) of the United States Bankruptcy Code to continue in possession of the Property upon the same terms and conditions provided in the Lease, unless Lender in its sole and complete discretion specifically agrees otherwise in writing. Lender shall have the right independently and as attorney-in-fact for the Successor Lessee thereunder to elect to remain in possession of the demised Property under said Section 365(h) and the security title of the Security Deed shall attach and extend to such Successor Lessee's possessory rights thereunder.
12. So long as the Security Deed is in existence, the title to the Property (including without limitation fee title to the Property and Improvements) and the Subleasehold Interest shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said title and said Subleasehold Interest by Lessor or by Successor Lessee or by a third party, by purchase or otherwise.
13. For purposes of this Agreement, the term "Lender" shall include its successors and assigns including, but not limited to, any person who acquires the Subleasehold Interest pursuant to a foreclosure of the Security Deed or conveyance in lieu of foreclosure. All references herein to Lessor and Successor Lessee shall likewise include the respective personal representatives, heirs, successors and assigns for each such party (including, without limitation, any person, party or entity to whom either Lessor's and/or Successor Lessee's respective rights and interests in and under the Lease may be assigned). This Agreement shall accordingly be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
14. Lessor represents that no consent or joinder of any other party is required for Lessor's execution of this Agreement.
15. This Agreement may not be withdrawn, amended, or modified except by a written agreement executed by the parties hereto.
16. All notices, requests, consents, demands and other communications relating to this Agreement of Ground Lessor shall be in writing and shall be deemed sufficiently given if (a) sent by certified or registered mail with postage prepaid, return receipt requested, properly addressed to the applicable party at the address set forth below; (b) delivered in person to the address set forth below for the party to whom the notice is given; (c) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service addressed to such party at the address specified below; or (d) sent by e-mail, provided a copy of such notice is concurrently sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or, if delivery is not accepted, on the



earlier of the date that delivery is refused or five (5) days after the date the notice is mailed. For purposes of this section, the addresses of the parties for all notices are as set forth below (unless changed by similar notice in writing given by the particular person whose address is to be changed). From time to time, any party may designate another address for all purposes by giving the other parties notice of such change of address.

Notices to Lender shall be given to it at:

To: Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
20 Guest Street, 9th Floor  
Brighton, Massachusetts 02135  
Attention: Mortgage Operations  
Email: Mortgage\_Ops@gafg.com

and to: Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Gary Silber  
Email: gary.silber@gafg.com

and to: Forethought Life Insurance Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Real Estate General Counsel  
Email: RECreditNotices@kkcr.com

with a copy to: Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York New York 10166  
Attention: Eric Meer, Esq.  
Email: EMeer@gibsondunn.com

All notices to Successor Lessee shall be given to it at: **[BORROWER TO CONFIRM]**:

To: GPIF HOTEL AT AVALON OWNER, LLC  
~~777 Main St. Suite 2260~~  
c/o Crescent Real Estate LLC  
3230 Camp Bowie Blvd, Suite 500  
FortFt. Worth, Texas ~~76102~~, 76107  
Attention: Theresa Cabilao

E-mail: ~~TCabilao@crescent.com~~ [TCabilao@crescent.com](mailto:TCabilao@crescent.com)

with a copy to: GPIF HOTEL AT AVALON OWNER, LLC  
~~777 Main St. Suite 2260~~  
[3230 Camp Bowie Blvd, Suite 500](#)  
~~Fort~~ Ft. Worth, Texas ~~-76102~~, [76107](#)  
Attention: Legal Department  
E-mail:  
~~ALombardi@crescent.com~~ [NGarsek@crescent.com](mailto:NGarsek@crescent.com)

All notices to Lessor shall be given to it at:

To: City of Alpharetta  
2 Park Plaza  
Alpharetta, Georgia 30009  
Attention: Mayor  
E-mail: [jgilvin@alpharetta.ga.us](mailto:jgilvin@alpharetta.ga.us)

with a copy to: Bovis, Kyle, Burch & Medlin  
200 Ashford Center North  
Suite 500  
Atlanta, Georgia 30338  
Attention: C. Sam Thomas, Esq.  
E-mail: [cst@boviskyle.com](mailto:cst@boviskyle.com)

17. Lessor and Successor Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lender to do so, certify by written instrument duly executed and acknowledged to Lender, or any other person, firm or corporation specified in such request that with respect to itself and to the best of its knowledge regarding the other party: (a) as to whether the Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of the Lease; (c) as to the existence of any default under the Lease; (d) as to the existence of any offsets, counterclaims or defenses on the part of either party; (e) as to the commencement and expiration dates of the term of the Lease; and (f) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by Lender and any other person, firm or corporation to whom the same may be exhibited or delivered and the contents of such certificate shall be binding upon the certifying party.
18. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

19. This Agreement, and the rights and duties of the parties hereunder, shall be governed for all purposes by the laws of the State of Georgia.
20. Lender acknowledges and agrees that Lessor has not given or confirmed any information relating to the Property or otherwise, which shall be limited in the manner and to the extent set forth in the Lease, or the Successor Lessee or its operations, financial condition or prospects and that the Lessor will have no responsibility for the accuracy or completeness of any information obtained by Lender from any source regarding the Property.
21. Notwithstanding anything to the contrary contained in the Lease, if Lender or any successors of Lender (herein "Acquiring Party") shall succeed to the interest of Successor Lessee under the Lease, Lender and such Acquiring Party shall have no personal liability as successor to Successor Lessee, and Lessor shall look only to the estate and property of Lender and such Acquiring Party in the Property or the proceeds thereof for the satisfaction of Lessor's remedies for the collection of a judgment requiring the payment of money in the event of any default under the Lease. Notwithstanding anything to the contrary contained in the Lease, Lender or any Acquiring Party shall not be liable to Lessor for any liability or obligation of Successor Lessee under the Lease unless and until Lender or such Acquiring Party shall take title to the Property, and thereafter, upon the subsequent assignment, sale or other transfer by Lender or such Acquiring Party of its interest as Successor Lessee under the Lease, Lender and such Acquiring Party shall be released from liability under the Lease as of the effective date of such assignment, sale or transfer, provided that the assignee agrees to be bound by the terms and conditions of the Lease, as modified hereby.
22. Upon the recording of the Security Deed, Lessor hereby recognizes Lender as a "Leasehold Mortgagee" as defined in the Lease, for all purposes under the Lease and confirms and agrees that all conditions set forth in the Lease to the granting of the Leasehold Mortgage have been satisfied or waived.
23. Lessor hereby confirms that in the event Lender becomes the owner of the leasehold estate, Lender shall have the right to assign or sublet its interest under and in the Lease without the need to obtain the consent of Lessor.
24. Lessor hereby confirms that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are made available for the restoration of the Property or are applied to the repayment of the Loan. Without limitation of the foregoing, Lender has been named as the insurance trustee under the Condominium Documents and in such capacity shall hold and disburse all insurance and condemnation proceeds in accordance with the requirements and disbursement conditions set forth in the Loan Agreement, notwithstanding conflicting provisions set forth in the Lease, the DAFC Lease or the Condominium Documents as such terms are defined in the Leasehold Mortgage.

25. This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for Lender in making the Loan to Successor Lessee and that Lender shall rely hereon in making the Loan to Successor Lessee. This Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Lessor, its heirs, legal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED as of the Effective Date.

|                                                                                                                                                                                                      |                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LESSOR:</p> <p><b>CITY OF ALPHARETTA,</b><br/>a Georgia body corporate and politic</p> <p>By: _____ (SEAL)</p> <p>Name:</p> <p>Title:</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

[Signature Page to Agreement of Ground Lessor]

|                                                                                                                                                                                                      |                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LENDER:</p> <p><b>FORETHOUGHT LIFE INSURANCE<br/>COMPANY,</b><br/>an Indiana insurance company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

[SIGNATURES CONTINUE ON FOLLOWING PAGES]



[Signature Page to Agreement of Ground Lessor]

|                                                                                                                                                                                                          |                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date:<br/>_____</p> <p>[NOTARIAL SEAL]</p> | <p>SUCCESSOR LESSEE:</p> <p><b>GPIF HOTEL AT AVALON OWNER LLC,</b><br/>a Delaware limited liability company</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EXHIBIT A  
LEGAL DESCRIPTION  
OF PROPERTY

**Conference Center Unit**

ALL OF GRANTOR'S INTEREST, as Lessee, under that certain Conference Center Lease Agreement (Alpharetta Conference Center and Hotel Avalon) dated as of May 3, 2016, by and between the City of Alpharetta, as "Lessor" therein, and Grantor, as "Lessee" therein, a Memorandum of which is recorded in Deed Book 56121, Page 181, Fulton County, Georgia Records (collectively, as amended, the "Conference Center Lease"), the "Leased Premises" thereunder being more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in Land Lots 854 and 855 of the 1st District, 2nd Section, Fulton County, Georgia, being the "**Conference Center Unit**" of Alpharetta Conference Center and Hotel Avalon, a Condominium, as such was defined, formed and constituted by that certain Amended and Restated Declaration of Condominium for Alpharetta Conference Center and Hotel Avalon, a Condominium, by the City of Alpharetta, a political subdivision of the State of Georgia, the Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia, and Avalon Hotel Associates, LLC, a Delaware limited liability company, dated as of December 28, 2018, recorded in Deed Book 59570, Page 359, Fulton County, Georgia Records (as amended and restated, the "**Declaration**"), Amended and Restated Condominium Plat for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plat Book 26, Page 25, aforesaid Records (as amended and restated, the "**Plat**"), and Condominium Plans for Alpharetta Conference Center and Hotel Avalon, a Condominium, recorded in Condominium Plan Book 69, Page 27, aforesaid Records (the "**Plans**"), together with said Conference Center Unit's appurtenant interest in the Common Elements, including any Limited Common Elements, as set out in the aforesaid Declaration, Plat and Plans.

TOGETHER WITH those easement rights arising under that certain Sewer Easement by and among Mrs. C. A. Simpson a/k/a Margaret L. Simpson, a/k/a Margaret Louise Simpson, the Trustor of the L. Simpson Charitable Remainder Unitrust and L. Simpson Charitable Remainder Unitrust, having as its sole Trustee Margaret Louise Simpson and Fulton County, a political subdivision of the State of Georgia and Myco-Milton Associates, L.P., a Georgia limited partnership, having The Myrick Company, LLC, a Georgia limited liability company as its General Partner, dated February 18, 2000, recorded in Deed Book 28564, Page 62, Records of Fulton County, Georgia; as assigned by that certain Assignment of Sewer Easements from Mrs. C. A. Simpson also known as Margaret L. Simpson, also known as Margaret Louise Simpson and the L. Simpson Charitable Remainder Unitrust and Fourth Quarter Properties XLII, LLC, a Georgia limited liability company, dated effective as of June 19, 2003, recorded in Deed Book 36597, Page 520, aforesaid Records; as affected by that certain Scrivener's Affidavit by Jeffrey F. Montgomery, dated as of May 24, 2005, recorded in Deed Book 40075, Page 135, aforesaid Records; as further assigned by that certain Assignment and Assumption of Sewer Easement

Exhibit A-1

Rights by and between Fourth Quarter Properties XLVII, LLC, a Georgia limited liability limited partnership, Old Milton TIC I, LLC, a Georgia limited liability company and Old Milton TIC II, LLC, a Georgia limited liability company, dated June 3, 2005, recorded in Deed Book 40170, Page 452, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Storm Water Drainage Easement Agreement by and between Prospect Park Partners East, LLC, a Delaware limited liability company, Prospect Park Partners North, LLC, a Delaware limited liability company and Fourth Quarter Properties 87, LLC, a Georgia limited liability company, dated as of November 28, 2011, recorded in Deed Book 50634, Page 516, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Avalon Alpharetta, Georgia by Avalon North, LLC, a Delaware limited liability company, dated as of January 29, 2016, recorded in Deed Book 55814, Page 534, aforesaid Records; as amended by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated as of March 9, 2016, recorded in Deed Book 55928, Page 143, aforesaid Records; as further amended by that certain Second Amendment to Amended and Restated Declaration of Easements, Covenants and Restrictions by Avalon North, LLC, a Delaware limited liability company, dated April 26, 2016, recorded in Deed Book 56091, Page 49, aforesaid Records; as affected by that certain Supplementary Declaration of Easements, Covenants and Restrictions for Avalon Phase II, Tract One by Avalon North, LLC, a Delaware limited liability company, dated May 3, 2016, recorded in Deed Book 56121, Page 65, aforesaid Records; as assigned by that certain Assignment of Declarant's Rights by and between Avalon North, LLC, a Delaware limited liability company and PR Avalon Phase I Owner, LLC, a Delaware limited liability company, dated July 22, 2016, recorded in Deed Book 56411, Page 262, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, and Avalon North, LLC, a Delaware limited liability company, dated March 9, 2016, recorded in Deed Book 55928, Page 449, aforesaid Records; as amended by that certain First Amendment to Parking Easement Agreement by and between HICO Avalon LLC, a Delaware limited liability company, Avalon North LLC, a Delaware limited liability company and Development Authority of Fulton County, dated December 2, 2016, recorded in Deed Book 56923, Page 383, aforesaid Records; as assigned by that certain Partial Assignment and Assumption of Parking Easement Agreement by and between Avalon North, LLC, a Delaware limited liability company and Alpharetta Conference Center and Hotel Avalon Condominium Association, Inc., a Georgia not-for-profit corporation, dated May 3, 2016, recorded in Deed Book 57393, Page 114, aforesaid Records.

|                                                                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>Summary report:</b><br><b>Litera Compare for Word 11.4.0.111 Document comparison done on</b><br><b>9/28/2023 11:01:47 AM</b> |           |
| <b>Style name:</b> Bracewell Style                                                                                              |           |
| <b>Intelligent Table Comparison:</b> Active                                                                                     |           |
| <b>Original DMS:</b> iw://bracewell.cloudimanage.com/IM/10159089/1                                                              |           |
| <b>Modified DMS:</b> iw://bracewell.cloudimanage.com/IM/10159089/2                                                              |           |
| <b>Changes:</b>                                                                                                                 |           |
| Add                                                                                                                             | 17        |
| Delete                                                                                                                          | 14        |
| Move From                                                                                                                       | 0         |
| Move To                                                                                                                         | 0         |
| Table Insert                                                                                                                    | 0         |
| Table Delete                                                                                                                    | 0         |
| Table moves to                                                                                                                  | 0         |
| Table moves from                                                                                                                | 0         |
| Embedded Graphics (Visio, ChemDraw, Images etc.)                                                                                | 0         |
| Embedded Excel                                                                                                                  | 0         |
| Format changes                                                                                                                  | 0         |
| <b>Total Changes:</b>                                                                                                           | <b>31</b> |

## ESTOPPEL CERTIFICATE

### (Conference Center Lease)

TO:

GPIF Hotel at Avalon Owner LLC  
c/o Crescent Real Estate LLC  
3230 Camp Bowie Blvd, Suite 500  
Ft. Worth, Texas, 76107

Forethought Life Insurance Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Real Estate General Counsel  
Email: RECreditNotices@kkr.com

Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
20 Guest Street, 9th Floor  
Brighton, Massachusetts 02135  
Attention: Mortgage Operations  
Email: Mortgage\_Ops@gafg.com

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York New York 10166  
Attention: Eric Meer, Esq.  
Email: EMeer@gibsondunn.com

Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Gary Silber  
Email: gary.silber@gafg.com

Re: Conference Center Lease Agreement dated as of May 3, 2016 between the City of Alpharetta, a political subdivision of the State of Georgia (the “**Lessor**”) and GPIF Hotel at Avalon Owner LLC, a Delaware limited liability company (as successor-in-interest to Avalon Hotel Associates LLC) (the “**Lessee**”) with regard to the Conference Center Unit of Alpharetta Conference Center and Hotel Avalon located in Alpharetta, Georgia (the “**Property**”), as more particularly described on **Exhibit A** attached hereto (said Conference Center Lease Agreement, as evidenced, assigned, subleased and modified as described on **Exhibit A**, hereinafter the “**Agreement**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

The undersigned, the Lessor under the Agreement, hereby certifies to the addressees that to Lessor’s knowledge:

1. The Agreement is in full force and effect and has not been further amended, modified, assigned, superseded or supplemented, other than as set forth on **Exhibit A**, in any respect.
2. The Lessee has paid all Rent, Impositions, and other sums due under the Agreement as of the date hereof.

3. Lessor has not delivered or received written notice of any default under the Agreement that has not been cured, and there exists no default by Lessee in its obligations under the Agreement as of the date hereof.

4. Lessor has not received any notice or provided any notice to Lessee of any violation of any Requirements or obligations arising under the Condominium Documents with respect to the Property or Lessee's obligations with respect thereto.

5. The Lease term expires on May 2, 2115.

6. Lessor has not received any Option Exercise Notice from Lessee pursuant to Section 2.3 of the Agreement.

7. Lessor is aware of that certain loan from Forethought Life Insurance Company, an Indiana insurance company (together with its successors and assigns, "**Lender**") to Lessee, secured by, among other things, that certain Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, made by Lessee in favor of Lender (the "**Transaction**").

This Certificate is made to the addressees set forth above in connection with the prospective Transaction. This Certificate may be relied on by Lender, the addressees in connection with such Transaction and any lender providing a loan or participating in a loan in connection with such Transaction.



Dated: \_\_\_\_\_, 2023

**CITY OF ALPHARETTA,**  
a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

### Agreement

Conference Center Lease Agreement dated as of May 3, 2016 between Lessor and Avalon Hotel Associates, LLC (“**Original Lessee**”); as evidenced of record by that certain Memorandum of Conference Center Lease Agreement dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 181, Fulton County, Georgia, Records; as assigned to Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia (“**DAFC**”), pursuant to that certain Limited Warranty Deed dated as of May 3, 2016 by Lessee to DAFC, and recorded May 5, 2016 in Deed Book 56121, Page 186, aforesaid Records; and as subleased back to Original Lessee pursuant to that certain Lease Agreement dated as of April 1, 2016 between Lessor and Original Lessee, as evidenced of record by that certain Memorandum of Lease dated as of April 1, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 197, aforesaid Records, all as amended and modified by that certain Omnibus Conforming Conveyance, Boundary, Quitclaim and Amendatory Agreement, dated as of December 28, 2018 by and among the City of Alpharetta, a political subdivision of the State of Georgia, DAFC, Original Lessee, and SunTrust Bank, a Georgia banking corporation, and recorded in Deed Book 59570, Page 410, aforesaid Records; and as assigned to Lessee by Original Lessee pursuant to that certain Assignment, Assumption and Release Agreement Regarding Alpharetta Conference Center and The Hotel at Avalon dated September 15, 2020 and recorded on September 17, 2020 in Book 62275, Page 493, aforesaid Records.

## ESTOPPEL CERTIFICATE

### (Conference Center Lease)

TO:

GPIF Hotel at Avalon Owner LLC  
c/o Crescent Real Estate LLC  
~~777 Main Street~~ 3230 Camp Bowie Blvd, Suite  
~~2260~~ 500  
Ft. Worth, Texas ~~76102~~, 76107

Forethought Life Insurance Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Real Estate General Counsel  
Email: RECreditNotices@kkr.com

Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
20 Guest Street, 9th Floor  
Brighton, Massachusetts 02135  
Attention: Mortgage Operations  
Email: Mortgage\_Ops@gafg.com

Gibson, Dunn & Crutcher LLP  
200 Park Avenue  
New York New York 10166  
Attention: Eric Meer, Esq.  
Email: EMeer@gibsondunn.com

Forethought Life Insurance Company  
c/o Global Atlantic Financial Company  
30 Hudson Yards, Suite 7500  
New York, New York 10001  
Attention: Gary Silber  
Email: gary.silber@gafg.com

Re: Conference Center Lease Agreement dated as of May 3, 2016 between the City of Alpharetta, a political subdivision of the State of Georgia (the “**Lessor**”) and GPIF Hotel at Avalon Owner LLC, a Delaware limited liability company (as successor-in-interest to Avalon Hotel Associates LLC) (the “**Lessee**”) with regard to the Conference Center Unit of Alpharetta Conference Center and Hotel Avalon located in Alpharetta, Georgia (the “**Property**”), as more particularly described on **Exhibit A** attached hereto (said Conference Center Lease Agreement, as evidenced, assigned, subleased and modified as described on **Exhibit A**, hereinafter the “**Agreement**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

The undersigned, the Lessor under the Agreement, hereby certifies to the addressees that to Lessor’s knowledge:

1. The Agreement is in full force and effect and has not been further amended, modified, assigned, superseded or supplemented, other than as set forth on **Exhibit A**, in any respect.
2. The Lessee has paid all Rent, Impositions, and other sums due under the Agreement as of the date hereof.

3. Lessor has not delivered or received written notice of any default under the Agreement that has not been cured, and there exists no default by Lessee in its obligations under the Agreement as of the date hereof.

4. Lessor has not received any notice or provided any notice to Lessee of any violation of any Requirements or obligations arising under the Condominium Documents with respect to the Property or Lessee's obligations with respect thereto.

5. The Lease term expires on May 2, 2115.

6. Lessor has not received any Option Exercise Notice from Lessee pursuant to Section 2.3 of the Agreement.

7. Lessor is aware of that certain loan from Forethought Life Insurance Company, an Indiana insurance company (together with its successors and assigns, "**Lender**") to Lessee, secured by, among other things, that certain Leasehold Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing, made by Lessee in favor of Lender (the "**Transaction**").

This Certificate is made to the addressees set forth above in connection with the prospective Transaction. This Certificate may be relied on by Lender, the addressees in connection with such Transaction and any lender providing a loan or participating in a loan in connection with such Transaction.

Dated: \_\_\_\_\_, 2023

**CITY OF ALPHARETTA,**  
a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**Agreement**

Conference Center Lease Agreement dated as of May 3, 2016 between Lessor and [Avalon Hotel Associates, LLC \(“Original Lessee”\)](#); as evidenced of record by that certain Memorandum of Conference Center Lease Agreement dated as of May 3, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 181, Fulton County, Georgia, Records; as assigned to Development Authority of Fulton County, a development authority and public body corporate and politic existing under the laws of the State of Georgia (“DAFC”), pursuant to that certain Limited Warranty Deed dated as of May 3, 2016 by Lessee to DAFC, and recorded May 5, 2016 in Deed Book 56121, Page 186, aforesaid Records; and as subleased back to [Original Lessee](#) pursuant to that certain Lease Agreement dated as of April 1, 2016 between Lessor and [Original Lessee](#), as evidenced of record by that certain Memorandum of Lease dated as of April 1, 2016, and recorded May 5, 2016 in Deed Book 56121, Page 197, aforesaid Records, all as amended and modified by that certain Omnibus Conforming Conveyance, Boundary, Quitclaim and Amendatory Agreement, dated as of December 28, 2018 by and among the City of Alpharetta, a political subdivision of the State of Georgia, DAFC, [Original Lessee](#), and SunTrust Bank, a Georgia banking corporation, and recorded in Deed Book 59570, Page 410, aforesaid Records; [and as assigned to Lessee by Original Lessee pursuant to that certain Assignment, Assumption and Release Agreement Regarding Alpharetta Conference Center and The Hotel at Avalon dated September 15, 2020 and recorded on September 17, 2020 in Book 62275, Page 493, aforesaid Records.](#)



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| <b>Style name:</b> Bracewell Style                                                                                             |    |
| <b>Intelligent Table Comparison:</b> Active                                                                                    |    |
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| Format changes                                                                                                                 | 0  |
| <b>Total Changes:</b>                                                                                                          | 13 |

EXECUTED as of the Effective Date.

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LESSOR:</p> <p><b>CITY OF ALPHARETTA,</b><br/>a Georgia body corporate and politic</p> <p>By: _____ (SEAL)</p> <p>Name:</p> <p>Title:</p> |
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[SIGNATURES CONTINUE ON FOLLOWING PAGES]

EXECUTED as of the Effective Date.

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| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LESSOR:</p> <p><b>CITY OF ALPHARETTA,</b><br/>a Georgia body corporate and politic</p> <p>By: _____(SEAL)</p> <p>Name: _____</p> <p>Title: _____</p> |
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EXECUTED as of the Effective Date.

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| <p>Signed, sealed and delivered<br/>in the presence of:</p> <p>_____</p> <p>Unofficial Witness</p> <p>_____</p> <p>Notary Public</p> <p>Commission Expiration Date: _____</p> <p>[NOTARIAL SEAL]</p> | <p>LESSOR:</p> <p><b>CITY OF ALPHARETTA,</b><br/>a Georgia body corporate and politic</p> <p>By: _____ (SEAL)</p> <p>Name: _____</p> <p>Title: _____</p> |
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[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Dated: \_\_\_\_\_, 2023

**CITY OF ALPHARETTA,**  
a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_, 2023

**CITY OF ALPHARETTA,**  
a political subdivision of the State of Georgia

By: \_\_\_\_\_

Name:

Title:



Dated: \_\_\_\_\_, 2023

**CITY OF ALPHARETTA,**  
a political subdivision of the State of Georgia

By: \_\_\_\_\_  
Name:  
Title:



# STAFF REPORT

Department: Public Works  
Submitted By: Dennis Roland  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### Contract Award: Garland/DBS Inc. for Facility Roof Replacements for Fiscal Year 2024

*Consideration of approval of a contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$398,894.00 and authorization for the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

Award a contract for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$398,894.00 and authorize the Mayor to execute all necessary documents.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** YES

**FISCAL IMPACT:** YES

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:** \$398,894

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                                                                   | <u>DOLLAR AMOUNT</u> |
|-----------------------------------------------------------------------------------------------|----------------------|
| Roof Repairs/Replacements (Public Works Headquarters; segment 1 of 3) / 30141100-541300-C1229 | \$256,135            |
| Park Facilities Roof Repairs (Adult Activity Center) / 30161150-541300-C1229                  | \$142,759            |

### EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

This item addresses roof replacements at the Alpharetta Adult Activity Center and the Alpharetta Public Works Facility at a total cost of \$398,894.00. The roofs of both facilities are currently leaking and repair is not a viable option. The recommendation is to award a contract for this work to Garland/DBS Inc (Garland).

The City has used Garland for multiple roof repair/replacement projects including the replacement of the metal roof segments at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex; and roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.) and has found their work, products, and responsiveness to be very good.

### Procurement Method:

Staff recommends that the contract for the subject roof replacements be awarded to Garland/DBS Inc. based on a competitive bidding process under the OMNIA Partners Program, a cooperative purchasing alliance.

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. This group includes the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. OMNIA Partners is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively soliciting contracts for quality products/services through lead public agencies (e.g., city, county, or state agencies that issue the underlying formal solicitations).

Racine County WI, as the lead public agency, competitively solicited the Garland contract and made it available under the terms of the OMNIA Partners program.

Benefits of the Garland contract under OMNIA Partners include (a) pricing competitiveness; (b) turnkey single-source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing), manages roofing subcontractors (local pricing through sealed quotes), and Garland manages the warranty requirements to ensure compliance.

### **Public Works Headquarters**

This request is for a retrofit of the metal roof segment for the lower main roof at Public Works Headquarters. This roof segment represents the lower front roof (roof segment A) over the building's offices and conference rooms. The roof replacement will also include needed structural repairs to the existing building. Repairs will include, but are not limited to, reinforcing existing roof purlin (*a horizontal beam along the length of a roof, resting on a main rafter and supporting the common rafters or boards*) by adding lateral bracing every 8 feet on-center up the length of the roof, adding bolts to each purlin splice and lateral bracing perpendicular to the existing roof purlin, and removal/reinstallation of the existing metal roof for access to make the necessary repairs.

The 5,000-square-foot metal roof is original to the building, has exceeded its life expectancy, and is experiencing numerous active leaks. Over the last 5 years, the Public Works Headquarters has had several instances of damage due to roof leaks in this particular roof segment. Damage that has occurred is, but not limited to, furniture, carpet, technology, insulation, and ceiling tiles.

Garland/DBS, Inc. proposes installing a Ketone Ethylene Ester (KEE) roof over the existing metal roof. KEE is a highly flexible, high-molecular-weight polymer. This roofing material is a non-migrating PVC plasticizer used for watertight, low-slope roofing. This roofing creates a solid watertight roofing membrane once applied and all the seams are heat welded. This roof will come with a 30-year watertight warranty and a contractor-guaranteed workmanship warranty for a period of (5) years against defects in materials.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$322,316 Atlanta Sheet Metal
- \$405,142 Eskola Roofing
- \$411,909 Innovative Roofing

The FY 2024 Budget included funding totaling \$325,000 for the scope set forth above. Upon approval of this contract, the difference will be placed into unallocated capital for future appropriation by the City Council.

### **Adult Activity Center Flat Roof Segments**

The Adult Activity Center (AAC) has four different roof segments that consist of two flat roofs and two pitched asphalt shingle roofs. The Adult Activity Center is currently experiencing several leaks due to the age of the roof and the roofs have reached and are beyond their current life expectancy. This request is for the replacement of the two flat roof segments of the Adult Activity Center in North Park. The two existing flat roofs will be replaced with StressPly Stressbase 80, which is a single-ply, modified bitumen membrane cap sheet roofing product that offers superior resistance to splits, tears, and fire.

*NOTE: Public Works staff has already procured a contractor for the replacement of both asphalt shingle roof segments that are original to the buildings' construction. With the asphalt shingle roof replacements and the two flat roof replacements being requested, the AAC will have a new roof over all building segments. The work on the asphalt shingle roof will occur at the end of September and be completed by Hopewell Roofing at a cost of \$46,724.88. The new asphalt shingle roofs will come with a 40-year warranty.*

If approved, the new flat roof segments will come with a 30-year no-dollar limit warranty and a 5-year workmanship warranty guaranteeing all work against defects.

Garland has solicited quotes from the following pre-qualified subcontractors.

- \$142,759 Scott Edwards LLC
- \$160,395 Innovative Roofing
- \$182,984 Core Roofing

The FY 2024 Budget included funding totaling \$195,000 for the scope set forth above including the asphalt shingle roof replacements. Upon approval of this contract, the difference will be placed into Non-Allocated for future appropriation by the City Council.

**Project Schedule:**

Once a contract with Garland has been finalized and executed, completion of all work will take no longer than 150 days from notice to proceed. This timeframe includes the ordering and delivery of all materials, which has required significantly longer lead times than in recent years.

**ALTERNATIVES:**

Do not approve funding to Garland/DBS utilizing the competitively procured OMNIA Partners contract #PW1925 and bid out roof replacements.

Do not approve funding for roof replacements.

**ATTACHMENTS:**

1. Omnia Proposal 25-GA-221112 - City of Alpharetta - Adult Activity-Arts and Crafts - Flat Roof - Revised 8.14.23
2. Omnia Proposal 25-GA-230836 - City of Alpharetta - Public Works - Roof Section A



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

City of Alpharetta  
Adult Activity Center & Arts/Crafts Building  
13450 Cogburn Rd  
Milton, Georgia 30004

Date Submitted: 08/14/2023  
Proposal #: 25-GA-221112  
MICPA # PW1925  
GEORGIA General Contractor License #: GCCO003281

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Flat roof**

1. Remove existing flat roof down to wood decking and dispose.
2. Inspect wood decking for any rot and/or buckling and provide a unit cost for replacement.
3. Fully adhere 1.5" ISO in accordance with engineered wind up lift calculations using Insul-Lock HR.
4. Fully adhere a ½" primed dens deck recovery board to the insulation using Insul-Lock HR.
5. Install one ply of Stressbase 80 base sheet set in a cold WeatherKing Adhesive at a rate of 2.0-2.5 gallons per 100 square feet.
6. FOR ALL FLAT SECTIONS WITH A SHINGLE TRANSITION THAT IS SLOPED-RUN BASE A MIN OF 18" UNDER SHINGLE SECTION.
7. Install one ply of StressPly Max FR Min membrane set in a cold modified interplay adhesive at a rate of 2.5 gallons per 100 square feet.
8. Install three inch (3") perlite cant strips at all curbs and base flashings set in Weatherking flashing adhesive and covered with SilverFlash and mesh at laps.
9. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of Stressbase 80 modified base sheet and one ply StressPly Max FR Mineral modified membrane set in Weatherking flashing adhesive at a rate of four (4) gallons per 100 square feet according to manufacturer's specifications.
10. Heat weld all overlap seams of cap sheet.
11. All flashing laps shall be terminated using a three course application of Silver Flash and reinforcement mesh.
12. Install new 4 lb. lead soil stack boots.
13. Install new pitch pans with umbrellas around difficult termination areas.
14. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications.

15. After a 40 day cure period, apply two coats of GarlaBrite to entire surface.
16. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty to Clayton County.
17. Contractor is to guarantee all work against defects in materials and workmanship for a period of five (5) years which will be provided to Garland DBS.
18. Garland to provide a 30YR leak free NDL warranty to the City of Alpharetta for flat sections only.

**Total Price - Adult Activity Center Flat Roof**

|                                                     |           |               |
|-----------------------------------------------------|-----------|---------------|
| <b>Proposal Price Based Upon Market Experience:</b> | <b>\$</b> | <b>70,405</b> |
|-----------------------------------------------------|-----------|---------------|

**Garland/DBS Price Based Upon Local Market Competition:**

|                      |    |        |
|----------------------|----|--------|
| 1 Scott Edwards LLC  | \$ | 70,405 |
| 2 Core Roofing       | \$ | 76,993 |
| 3 Innovative Roofing | \$ | 80,601 |

**Total Price - Arts and Crafts Building Flat Roof**

|                                                     |           |               |
|-----------------------------------------------------|-----------|---------------|
| <b>Proposal Price Based Upon Market Experience:</b> | <b>\$</b> | <b>72,354</b> |
|-----------------------------------------------------|-----------|---------------|

**Garland/DBS Price Based Upon Local Market Competition:**

|                      |    |         |
|----------------------|----|---------|
| 1 Scott Edwards LLC  | \$ | 72,354  |
| 2 Innovative Roofing | \$ | 79,794  |
| 3 Core Roofing       | \$ | 105,991 |

**Unforeseen Site Conditions:**

|                                    |    |        |             |
|------------------------------------|----|--------|-------------|
| Wood Blocking (Nailer) Replacement | \$ | 11.40  | per Ln. Ft. |
| Decking Replacement                | \$ | 171.00 | per Sheet   |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Jarod Miller*

Jarod Miller  
Garland/DBS, Inc.  
(216) 430-3606





**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**City of Alpharetta**  
**Public Works - Roof Section A**  
**1790 Hembree Rd**  
**Alpharetta, Georgia 30009**

**Date Submitted: 08/31/2023**  
**Proposal #: 25-GA-230836**  
**MICPA # PW1925**

**GEORGIA General Contractor License #: GCCO007844**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Roof Section A Only**

1. Inspect existing metal roof panels for any rust and or corrosion-especially under coating.
2. Remove as much coating as possible and wire brush the panels removing rust and or corrosion.
3. Apply rust inhibitive primer to treated areas with Rust Go Primer.
4. All existing downspout outlets are to be removed and cut out and replaced with 5" main drain hubs and solid pipe below the soffit.
5. Install new 6" round downspouts to fit over hard pipe coming through soffit and attach in same locations.
6. Frame out internal gutter by stacking 2x's high enough to match existing roofing height of new system. Please accommodate for 1/2" recovery board (primed densdeck) to match the height of the new roofing membrane.
7. Ensure new drain hubs are supported via straps and plates before securing to nailer.
8. Cut new overflow scuppers through the parapet wall and terminate with new faceplates on the outside at each drain hub location using PVC clad metal.
9. Ensure overflow height does not exceed roof high point in the back.
10. Install flute fill EPS to fit between ribs of metal panels.
11. Install new crickets between each drain hub to ensure proper drainage of roof using tapered panels for 1/2" per foot slope.

12. Mechanically fasten ½" 4x4 sheets of primed densdeck into metal panels in accordance to engineered wind up lift calculations.
13. Apply same flute fill and ½" dense deck board to walls and parapets to create solid substrate on vertical surfaces.
14. Apply GreenLock Membrane Adhesive in accordance to Garland specifications. (2-2.5gal/SQ)
15. Roll out 18' sheets of Flexbase E80 base sheet and let relax before application.
16. Install 18' sheets of Flexbase E80 onto adhesive using a heavy roller.
17. Immediately address any "mole runs" or "fish mouths", no heat welding is to occur.
18. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic (Flashing Bond).
19. Install new one ply base flashing system at all curbs, walls, and units. One ply base flashings shall consist of ply of Flexbase E80 mil SBS modified base sheet set in cold Green-Lock Flashing Adhesive at a rate of four (2-3) gallons per 100 square feet
20. All flashing laps and turn-bars shall be terminated using a three course application of fibered asphalt and reinforcement mesh. (Flashing Bond, 6" GarMesh, Flashing Bond)
21. Apply KEE Lock Foam over field of roof in accordance to Garland specifications and ribbon pattern.
22. Relax KEE-Stone FB 60 cap sheet prior to application.
23. Position KEE-Stone FB 60 and roll the membrane into KEE Lock Foam.
24. Make sure to NOT apply foam adhesive on any side laps where membrane is to be welded.
25. Broom in the KEE-Stone FB 60 membrane IMMEDIATELY after install to ensure even continuous contact between the fleece backing and the foam adhesive followed by a weighted roller to ensure contact with the adhesive and push out any air pockets.
26. Once the KEE-Stone FB 60 is adhered, heat-weld lap seams to seal the membranes together.
27. At all end laps, heat weld KEE-Stone 6" Utility Roll over joint to seal.
28. Remove all metal copings from perimeter wall and install new 24 ga cleated coping.
29. Provide a unit cost to replace any bad nailers.
30. Perimeter walls and copings shall be wrapped with KEE-Stone set in KEE Lock Mastic in accordance with Garland specifications.
31. Install new pitch pans with umbrellas around difficult termination areas.
32. Provide boots and accessory parts needed for the KEE system.
33. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counter-flashings along walls and parapet walls according to SMACNA applications.
34. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty.
35. Contractor is to guarantee all work against defects in materials and workmanship for a period of (5) years which will be provided to the material manufacturer.
36. Please note that Alpharetta needs to raise the height of AC units and curbs to accommodate new roofing heights.

**Proposal Price Based Upon Market Experience:****\$ 256,135****Garland/DBS Price Based Upon Local Market Competition:**

|                              |                   |
|------------------------------|-------------------|
| <b>1 Atlanta Sheet Metal</b> | <b>\$ 256,135</b> |
| 2 Eskola Roofing             | \$ 321,954        |
| 3 Innovative Roofing         | \$ 327,332        |

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Jarod Miller*

Jarod Miller  
Garland/DBS, Inc.  
(216) 430-3606



# STAFF REPORT

Department: Information Technology  
Submitted By: Adam Montgomery  
Meeting Date: October 23, 2023

## AGENDA ITEM:

### Purchase Approval: Novacoast Managed Services with Tanium Licenses

*Consideration of approval of an agreement with Novacoast Inc. under U.S. General Services Administration contract GS-35F-246BA as the reseller to provide Tanium Subscriptions with Managed Services (asset management and vulnerability mitigation software) in the amount of \$96,400.00, and with authorization for the Mayor to execute all necessary documents.*

## STAFF RECOMMENDATION:

*Approve the agreement with Novacoast Inc. under U.S. General Services Administration contract GS-35F-246BA as the reseller to provide Tanium Subscriptions with Managed Services (asset management and vulnerability mitigation software) in the amount of \$96,400.00 and authorize the Mayor to execute all necessary documents.*

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** YES

**FISCAL IMPACT:** YES

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** YES

**TOTAL PROJECT COST:** \$96,400 ANNUALLY.  
STARTING IN FISCAL YEAR 2025, WE WILL BE ABLE  
TO TRANSITION AWAY FROM CURRENT SYSTEMS  
TOTALING \$42,000 ANNUALLY LEAVING A NET  
ANNUAL COST FOR THESE SERVICES  
APPROXIMATING \$54,400.

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u>                 | <u>DOLLAR AMOUNT</u> |
|---------------------------------------------|----------------------|
| Novacoast/Tanium Services (10017350-523900) | \$96,400.00          |

### EXTERNAL FUNDING SOURCES:

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

## ITEM DESCRIPTION:

### Background Information

The IT Department began searching for a comprehensive endpoint management and cybersecurity system approximately five years ago. Tanium was identified as our top candidate; however, we were not a large enough customer to purchase directly. Two years ago, Tanium was presented again as an option through a service provider. We began directly discussing with Tanium which modules would fit the City and a recommended service provider (reseller). Tanium recommended Novacoast (reseller) as a local government fit. Under this proposed engagement, Novacoast would provide the Tanium licenses and managed services for implementing and operating the Tanium system. This service was presented in the FY 2024 budget process, where it was approved as Asset Management and Vulnerability Mitigation System Software.

The Tanium modules being proposed for purchase include the following:

- Core: Underlying system for all modules.

- Discover: Ability to scan and discover all assets on the network.
- Asset: Provides a core operational and security function of asset management, including collecting hardware and software information. This would replace our current multiple asset management tools.
- Patch: Manual and automated method to apply a patch quickly when needed.
- Enforce: A better tool for creating, deploying, and monitoring policy configuration management. Today, we have a mixture of tools for managing policies.
- Deploy: A better tool for deploying applications to endpoints. Our current tool relies on a pull method to check in and deploy the app. This would allow us to push the app to a device faster and with a higher success rate.
- Performance: A tool to monitor, investigate, and remediate what Tanium calls the Digital Employee Experience. Besides monitoring hardware performance, the tool monitors the user's application experience and provides feedback to help us be more proactive.
- Comply: Replaces an existing tool for network vulnerability assessment and scanning. The improvement comes when used with Patch and Deploy to see where the vulnerability is and then patch it using a single system.
- Provision: A better tool for deploying bare-metal Windows desktop operating systems to new workstations and managing the drivers for each computer model in our fleet.
- ScreenMeet: A vastly improved tool for screen sharing from the users to the IT department. From the console, the technician can easily initiate a screen share with the user. This should improve the user's experience and reduce our response time to assist the user.

The Novacoast service provider details include the following:

- Patching: In conjunction with IT, Novacoast will pretest all patches before deployment, create a patch management schedule, perform the patching, monitor and remediate any issues, and meet and provide updates on the patch management. There is a significant amount of time spent on patch management of our servers and workstations internally that this service should help reduce.
- Operations/Security Monitoring: Similar to Albert monitoring (intrusion detection system) with CIS, Novacoast will be monitoring the Tanium environment from an operations and security view.
- Provision: In conjunction with IT, Novacoast will test and provide Windows-based images and driver packages for the Provision module. Internally, we spend a significant amount of time configuring and testing new base images and drivers, which this will reduce.
- Policy Configuration Management: In conjunction with IT, Novacoast will establish and deploy improved policies through the Enforce module. Policy management significantly impacts the user experience, and this will help us improve that experience, streamline our policies, and provide an improved security posture.
- Reporting: We will meet at least monthly with Novacoast to report, discuss, and evaluate our posture and ways to improve.

### **Procurement**

This initiative is being awarded to Novacoast Inc. under U.S. General Services Administration (GSA) contract GS-35F-246BA as the reseller to provide Tanium Subscriptions with Managed Services (asset management and vulnerability mitigation software). GSA contracts are competitively procured with this contract being awarded pursuant to solicitation # 47QSMD20R0001.

### **Appropriations and Cost**

The Fiscal Year 2024 budget included a funded operating initiative request totaling \$100,000 for asset management and vulnerability mitigation system software. The Novacoast proposal meets this initiative's parameters with a GSA contract cost of \$96,400. As detailed in the original operating initiative writeup, starting in fiscal year 2025, we will be able to transition away from current systems totaling \$42,000 annually, leaving a net annual cost for these services approximating \$54,400.

### **ALTERNATIVES:**

In discussions with Tanium about resellers, Tanium's recommended vendor is Novacoast, Inc. for local governments. We began meeting with Novacoast in January of 2022 and have met enough to establish a

relationship and background on their capabilities and how they match our needs. Once we felt comfortable with Novacoast, we pursued the services and licensing through the GSA contract with Novacoast.

|                     |
|---------------------|
| <b>ATTACHMENTS:</b> |
|---------------------|

1. Novacoast Tanium Contract
2. GSA GS-35F-246BA Contract
3. Novacoast Contract Signed Addendum
4. Tanium Modules Datasheets



Novacoast GSA Contract: GS-35F-246BA

Thanks for choosing Novacoast, provider of cybersecurity and Identity & Access expertise for over 25 years.

| Service Term                     | Issue Date        |
|----------------------------------|-------------------|
| December 1 2023- December 1 2024 | September 19 2023 |

| Account Name                      |                   |                              |
|-----------------------------------|-------------------|------------------------------|
| City of Alpharetta                |                   |                              |
| Authorized Customer Contact       | Customer Phone    | Customer Email               |
| Jason Davis                       | 678 297 6034      | jdavis@alpharetta.ga.us      |
| Customer Accounts Payable Contact | Customer AP Phone | Customer AP Email            |
| Adam Montgomery                   | 678 297 6035      | amontgomery@alpharetta.ga.us |

| Novacoast Client Executive | Client Executive Phone | Client Executive Email |
|----------------------------|------------------------|------------------------|
| Jim Brady                  | 217 494 4239           | jbrady@novacoast.com   |
| Novacoast Sales Engineer   | Sales Engineer Phone   | Sales Engineer Email   |
| Larry Stein                | 800 949 9933 x 4820    | lstein@novacoast.com   |

| FULLY MANAGED MSSP SERVICES | SIZING      | ANNUAL COST |
|-----------------------------|-------------|-------------|
| Enterprise Vuln & Patch     | 650 DEVICES | \$76,400.00 |
| Enforce Managed Services    | 650 DEVICES | \$10,000.00 |
| Provision Managed Services  | 650 DEVICES | \$10,000.00 |
| TOTAL ANNUAL COST           |             | \$96,400.00 |

#### Payment Terms

Novacoast will invoice for all Services upon execution of MSSP Agreement. Services will auto renew for successive twelve (12) month terms unless notice of cancellation is provided, in writing, at least thirty (30) days prior to the close of the then current Service Term. Payment is due upon receipt of invoice.

## Reference Documents

| LEGAL REFERENCE DOCUMENTS                                                         |                                  | LINK                                                                                                      |
|-----------------------------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------|
| Terms and Conditions                                                              |                                  | <a href="https://novacoast.com/legcfjotnjv">https://novacoast.com/legcfjotnjv</a>                         |
| Service Levels Agreement                                                          |                                  | <a href="https://novacoast.com/legwbv8bc09">https://novacoast.com/legwbv8bc09</a>                         |
| Service Descriptions – Standard                                                   |                                  | <a href="https://novacoast.com/legrgqv560vs/ssd/">https://novacoast.com/legrgqv560vs/ssd/</a>             |
| Definitions                                                                       |                                  | <a href="https://novacoast.com/legyskd833def/">https://novacoast.com/legyskd833def/</a>                   |
| <b>Fully Managed Service Descriptions -- Please check ( ✓ ) those that apply:</b> |                                  |                                                                                                           |
| X                                                                                 | Enterprise Vulnerability & Patch | <a href="https://novacoast.com/legrgqv560vs/ent-patch/">https://novacoast.com/legrgqv560vs/ent-patch/</a> |
| X                                                                                 | Enforce Managed Services         | See Attachment A                                                                                          |
| X                                                                                 | Provision Managed Services       | See Attachment B                                                                                          |
| <b>Professional Services -- Please check ( ✓ ) those that apply:</b>              |                                  |                                                                                                           |
|                                                                                   | US Professional Services         | <a href="https://novacoast.com/legrgqv560vs/ps-us/">https://novacoast.com/legrgqv560vs/ps-us/</a>         |

## Authorized Signatures

| CITY OF ALPHARETTA |              | NOVACOAST |
|--------------------|--------------|-----------|
|                    | Signature    |           |
|                    | Printed Name |           |
|                    | Date         |           |

An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule Novacoast resources.

## Appendix

### Fully Managed Service – Product included

Tanium Modules included CORE, PATCH, ASSET, DISCOVER, COMPLY, DEPLOY, PERFORMANCE, PROVISION, ENFORCE

### Additional Services

**ScreenMeet\*:** Initial integration of ScreenMeet with the Tanium console is provided.

\*Product support for ScreenMeet is provided through supplier. Novacoast will assist with generating Support Tickets with Tanium.

**novacoast**

MANAGED SECURITY SERVICES

# **Description of Services**

ENTERPRISE VULNERABILITY & PATCH

## Vulnerability Management & Patching

Novacoast Vulnerability and Patching services is designed to provide proper hygiene for endpoints and servers as well as providing insights into vulnerability and configuration issues that are critical to the organization. Novacoast leverages Tanium Core, Discover, Asset, Comply, Deploy, Patch, and Performance modules for this service. Vulnerability services are provided for all assets with Tanium deployed. Patching is available for OS patches and “predefined for deploy” patches available in Tanium.

| ACTIVITY                                                                                                                                                                                                                                                                                                           | HOURS                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>Endpoint Patching:</b> <ul style="list-style-type: none"><li>■ Configuration of custom automated patching schedule for OS patches and predefined for deploy patches.</li><li>■ Completion of patch cycle and check for missed automated patches and manually push as needed during bi-monthly window.</li></ul> | Business Hours<br>Bi-Monthly |
| <b>Application Deployment:</b> <ul style="list-style-type: none"><li>■ Third party applications that are provided by the default Tanium packaged gallery and any applications packaged by Customer will be included for deployment as part of this service on the agreed upon timelines.</li></ul>                 | Bi-Monthly                   |
| <b>Reporting and Service Review:</b> <ul style="list-style-type: none"><li>■ Summary of patching and application deployments.</li><li>■ Walk through of vulnerability findings.</li><li>■ Recommendations for vulnerability remediation that are outside of OS patches or predefined for deploy patches.</li></ul> | Monthly                      |

## What we do

### Configuration and Management of Automated Patching Schedules

- Automated Patching Schedules are designed to deploy in multiple stages: one or more test stages and one production stage. The testing phases are critical for identifying issues in patches before deploying enterprise-wide. Test stages should contain systems that are a good representation of the different operating systems and system roles throughout the organization.
- Novacoast will configure and maintain the following to allow facilitate the automated patching process:
  - Custom Tags: Custom tags are defined in order to define membership in a computer group.
  - Computer Groups: Patches are deployed to endpoints based on Computer Groups. Groups are created for Servers, Workstations, Test and Pilot endpoints, critical assets, etc. Typically these groups are dynamic, and membership is determined by a Custom Tag on an endpoint.
- Maintenance Windows: Maintenance windows are established that determine the times that patches can be deployed to an endpoint. Windows are applied to the computer groups as required. Typically there are different maintenance windows created for servers, workstations, test and production devices. If an endpoint does not have a Maintenance Window assigned, it is allowed to patch any time that there is an active deployment
- Block Lists: Block Lists are used to create a list of patches that should not be deployed in the environment.
- Deployment Templates: Deployment Templates define the content, timing, behavior, and other settings of patch deployments. Deployment Templates can contain settings for:
  - Platform
  - Frequency
  - Download settings
  - Override of Maintenance Windows or Block Lists
  - Notification of Reboot behavior
- Deployments: These are the “jobs” that deploy patches to the various groups.

### Perform Patch Cycle

- Verification of Setup.
- Deploy patches to test group(s)
- Monitor test patch deployment and results – adjust patch list, block patch lists, or deployment properties if necessary based on testing results
- Deploy patches to production group
- Monitor production patch deployment and results – adjust patch list, block patch lists, or deployment properties if necessary.
- Create uninstall deployments if needed

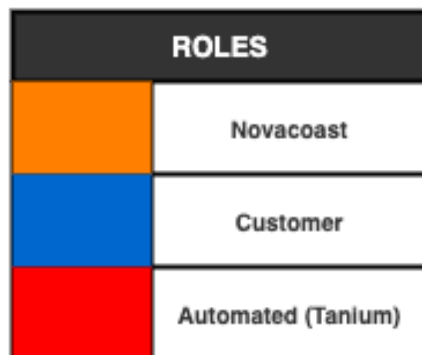
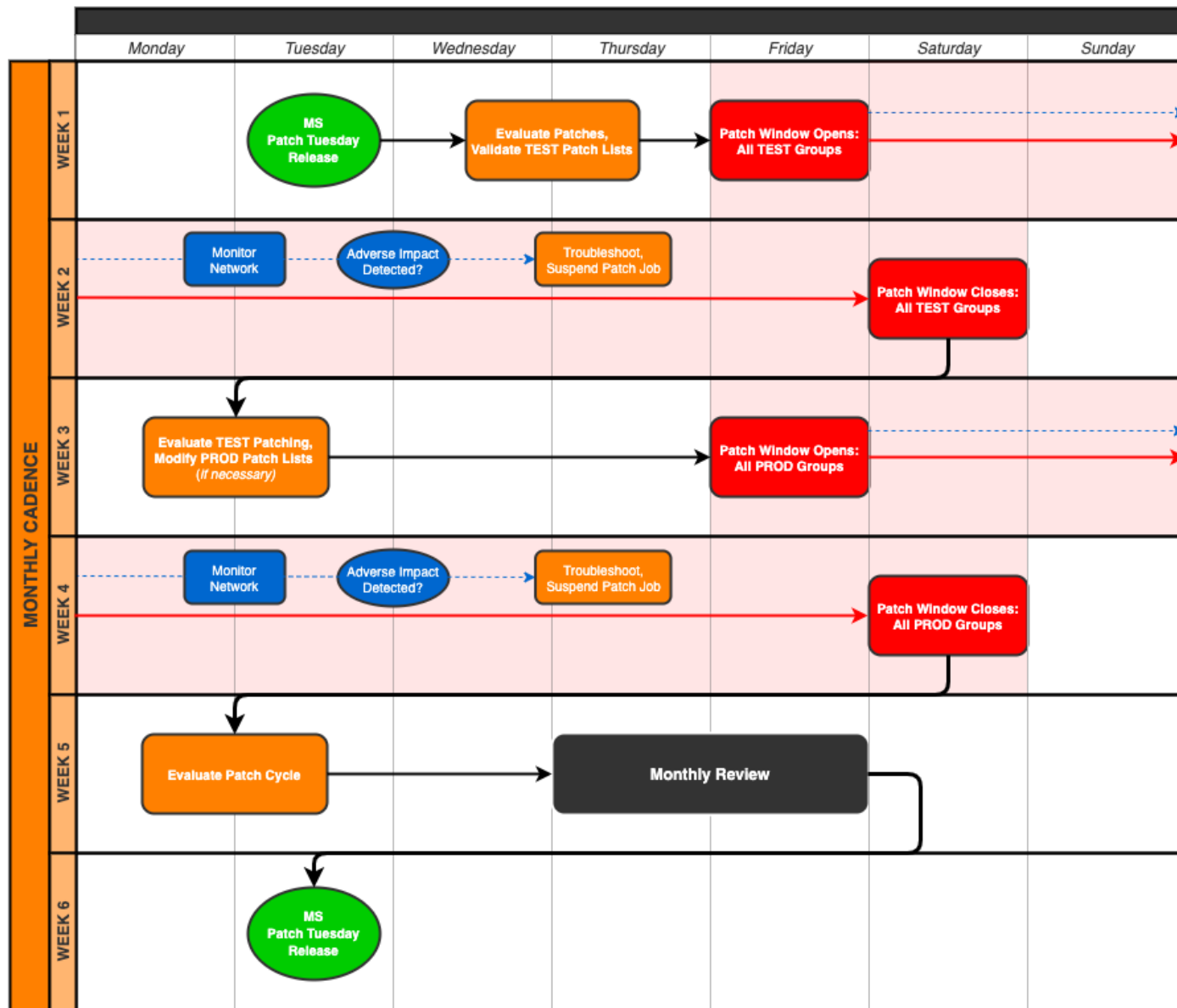


## Basic Monthly Reporting

- Prepare and verify reports in Patch and Trends modules to report on patch effectiveness
- Prepare and verify reports in Comply to report on vulnerability remediation and outstanding risks
- Provide recommendations for vulnerability and remediation that are outside of OS patches or predefined for deploy patches

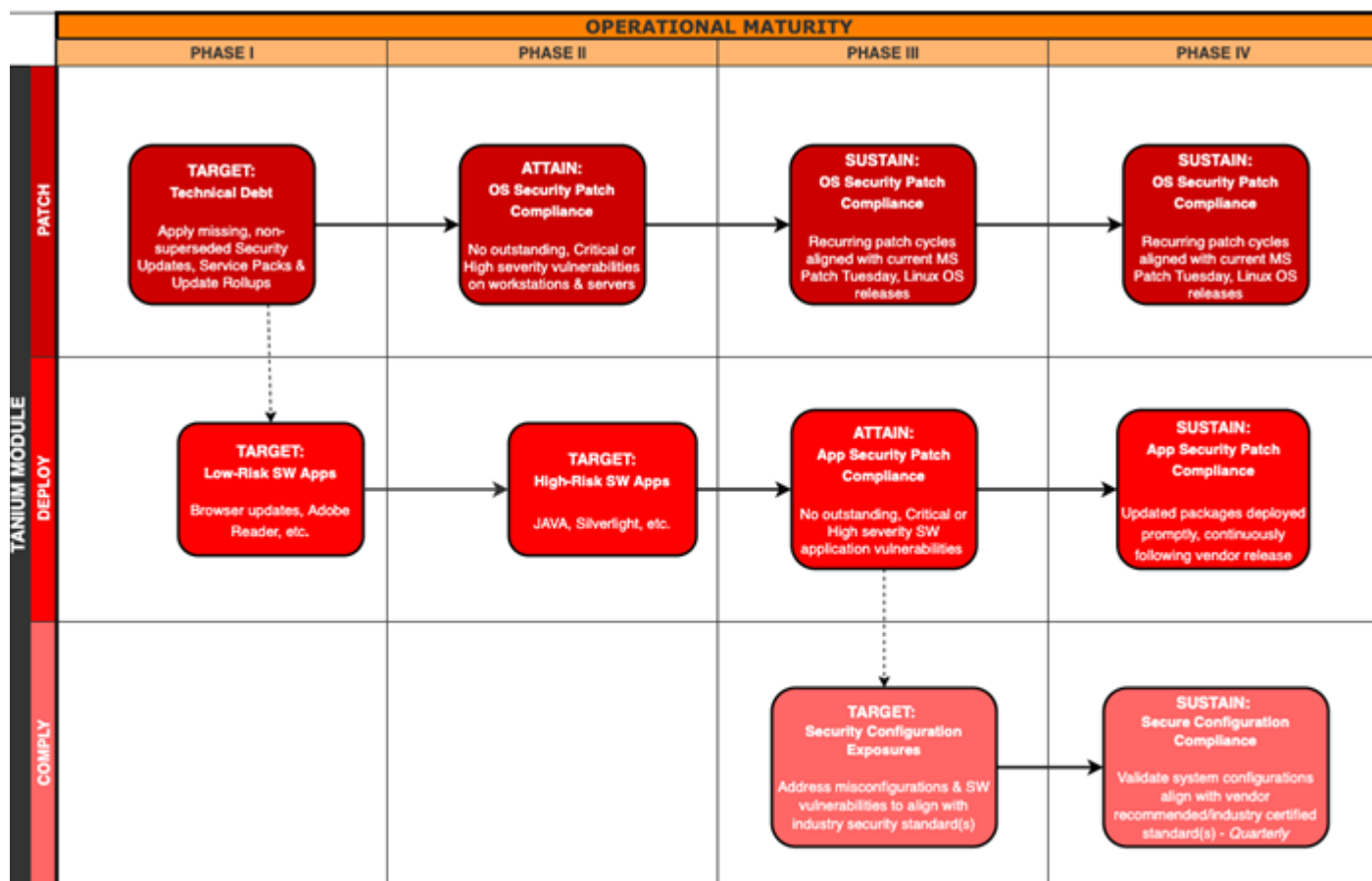
## Sample Monthly Patch Cadence

A monthly patch cadence will be established. There are portions of this cadence that are automated, some that are Novacoast's responsibility, and some that are the customer's responsibility. A typical cadence looks like:



## Promoting Security Maturity

We believe that to properly manage security technology it's our responsibility to work towards improving the security posture of the technology we're managing and the organization we are providing service for.



**MATURITY GOAL**  
Post-Onboarding  
Quarterly Service Review

# novacoast

MANAGED SECURITY SERVICES

## Description of Services

Enforce Managed Services

## ENFORCE

| ACTIVITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | HOURS             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p><b>Initial Implementation:</b></p> <ul style="list-style-type: none"> <li>■ Creation of Policies– Policy types include: <ul style="list-style-type: none"> <li>• AntiMalware</li> <li>• Endpoint Encryption</li> <li>• AppLocker</li> <li>• Device Control</li> <li>• Host Firewall</li> <li>• Machine administrative Templates</li> <li>• Remediations</li> </ul> </li> <li>■ Creation of Enforcements</li> </ul> <p>Some policies are applicable to Windows only</p> <p>Scheduled over a two day period with a limit of up to 24 hours of service for initial deployment. *</p> | Business Hours    |
| <p><b>Monthly:</b></p> <ul style="list-style-type: none"> <li>■ Updates/tuning of existing policies and enforcements</li> <li>■ Creation of new policies / enforcements</li> <li>■ Reporting: Policy Health, Policy Enforcement, Policy-Specific Reports</li> </ul> <p>Scheduled 1-2 hour monthly working session. Capped at 24 hours for the service year. *</p>                                                                                                                                                                                                                    | Scheduled monthly |

\*Additional hours available for purchase as needed.





**novacoast**

MANAGED SECURITY SERVICES

# Description of Services

Provision Managed Services

## Provision

Novacoast Provision imaging service consolidates your organization's system management by pre-configuring your operating system (OS) installation and then distributing it through one source. This service includes the creation of standard OS images as well as providing monthly updates to base images in order to keep current with security updates provided by Windows Update.

| ACTIVITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | HOURS                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| <p><b>Initial Implementation:</b></p> <ul style="list-style-type: none"> <li>■ Create Windows Base Image</li> <li>■ Creation of add-on images to include Windows customizations and customer-specific settings and features</li> <li>■ Creation of machine-specific add-on images for up to 10 workstation models. If the workstation manufacturer does not supply Windows drivers, customer must provide appropriate drivers for the requested platform</li> <li>■ Creation of OS Bundles in Tanium Console</li> <li>■ Creation of USB Key for stand-alone and disconnected imaging – UEFI compatible</li> </ul>                                                                                                                                                                                                                                         | <p>Business Hours</p>                         |
| <p><b>Monthly Updates:</b></p> <ul style="list-style-type: none"> <li>■ Monthly base image update – Base image is updated monthly with Windows Update critical and recommended updates.</li> <li>■ New Machine-Specific Addons</li> <li>■ Assistance with customization changes</li> <li>■ Support with any issues, problems, or questions concerning the universal image</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>As Needed during normal business hours</p> |
| <p><b>Customer Responsibilities</b></p> <ul style="list-style-type: none"> <li>■ Providing remote access with a dedicated physical workstation for use for the duration of image cration. Novacoast will provide specifications necessary for the remote workstation. This workstation will be used to create, modify, and test the Image prior to deployment. This workstation can also be used by Novacoast staff for ongoing support issues.</li> <li>■ Providing requested information regarding desired windows activation method, activation codes if necessary, and desired customizations to Windows.</li> <li>■ Providing one device of each make and model specified for testing purposes</li> <li>■ Provide source installation files and commands to silently install any applications that are provisioned during imaging process</li> </ul> |                                               |

# Terms and Conditions

**Novacoast makes the following assumptions in regard to this business agreement with Customer.**

**The Customer is responsible for:**

- 1: Furnishing Novacoast engineers with information and data on Customer operations, activities, and existing systems, as reasonably required to achieve the project objectives;
- 2: Providing Novacoast staff with the necessary security access to systems and facilities during the performance of services;
- 3: Providing and being solely responsible for the backup of all computer systems;
- 4: Providing adequate workspace and power sources at each facility where services will be performed;
- 5: Providing suitable server platforms with properly installed and patched network operating system (NOS) software, and obtaining any other commercial software licenses necessary for Novacoast to complete the services described in this SOW;
- 6: Providing and being solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities;
- 7: Ensuring the availability and responsiveness of key personnel needed to support the implementation of the project.

**Novacoast further requires understanding and agreement on the following:**

- 1: The intent of this Statement of Work is to address as many foreseeable integration issues as possible. It is both Customer and Novacoast's understanding that additional systems integration issues might arise during the course of the project. Therefore, the acquisition of additional system hardware or software might be required. Novacoast has the resources to source and supply the required product for Customer or Customer may source the required product from any other provider.
- 2: This Statement of Work and the prices quoted herein are valid for 30 days.

- 3: Customer will pay all third party transaction costs associated with this statement of work.
- 4: All services are performed remotely. If on-site services are desired/required, then travel will be billed as actuals.
- 5: It is agreed and understood that in the event there is any breach of this agreement, Novacoast shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that might result.
- 6: Novacoast retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novacoast in the performance of this SOW. This clause shall not affect the ownership of any preexisting materials.
- 7: Novacoast disclaims all express, and implied warranties, representations, and conditions with respect to services and any deliverables. Novacoast will perform all services in a complete, professional and workmanlike manner according to the project details described in this SOW.
- 8: A party's liability for any claim arising under or related to this SOW shall be limited to direct damages and shall not exceed the amount paid under the SOW. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages arising under or relating to this SOW, even if the other party has been advised of the possibility of such damages. The limitation in this section doesn't apply to a party's infringement of the other party's intellectual property rights. No action arising out of this SOW may be brought by Customer more than one year after the action accrued. The above is customer's sole and exclusive remedy for breach of warranty by Novacoast with regard to the provision of the deliverables.
- 9: If any legal action is necessary to enforce the terms of this SOW, the prevailing party shall be entitled to attorney's fees in addition to any other relief.
- 10: This SOW completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter, unless expressly stated in prior proposal, agreement or communication. Amendment of this agreement is only permitted by a subsequently dated written amendment signed on behalf of Novacoast and Customer by their authorized representatives, and any provision on a purchase order purporting to supplement or vary the provisions contained in this SOW shall be void.
- 11: Without the prior written consent of Novacoast, neither Customer nor any of its affiliates will, for a period of one (1) year following the termination of this Agreement, solicit for employment or employ any employee of Novacoast. If Customer violates the terms of this section, Customer will pay within ten (10) days of retention of

Novacoast employee a lump sum fee equal to 50% of the previous years earnings, including commission and bonus payments, of the employee at the time of separation from Novacoast. Notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee, who answers any advertisement, or who otherwise voluntarily applies for hire, without having been solicited or recruited by the hiring party.

12: Any professional services requested by Customer that are not part of this Statement of Work are considered out-of-scope work. Out-of-scope work is arranged by using Novacoast's Change Request Form. Out-of-scope work is any service that is not described in this SOW, including cost adjustments.

13: All engineering hours will expire twelve (12) months from date of signature.

14: Unless otherwise agreed to, this Agreement shall be deemed to have been made in and construed by the laws of the State of California. Any dispute stemming from this Agreement shall be heard before the appropriate California court.

15: Customer will have a ten (10) day period ("Evaluation Period") to verify that Deliverables are in substantial conformance with the specifications as set forth in this SOW. If Customer notifies Novacoast that Deliverables are not in substantial conformance with the specifications as set forth in this SOW ("Nonconformity"), before expiration of the Evaluation Period, Novacoast will, at its expense, promptly correct such Nonconformity, whereupon Customer will receive an additional ten (10) day evaluation period, commencing upon Customer's receipt of the corrected Deliverable(s) to verify that the previously reported Nonconformity has been corrected. If such Nonconformity remains uncorrected Customer may require Novacoast to continue to attempt to correct such Nonconformities in accordance with this provision.

16: The pricing set forth in the Agreement is based on the Service Term set forth on page 1 of the Agreement ("Initial Service Term"). At the end of the Initial Service Term, the agreement will auto-renew for successive twelve (12) month terms unless cancellation notice is provided, in writing, thirty (30) days prior to the agreement expiration date ("Renewal Period"). At the end of the Initial and any subsequent Renewal Term, pricing shall automatically increase by a minimum of 3%. All future renewals will be subject to at least a 3% pricing increase. In the event Customer wishes to terminate the agreement prior to the close of the Initial or any subsequent Renewal Service Term, Customer will be invoiced for 100% of the remaining value on the agreement.

17: Customer and Novacoast understand and acknowledge that all ad hoc engineering and development services are performed on a time and materials basis.

18: Customer must understand that an incident is defined as assistance with one issue, problem, or question directly relating to the use or installation of Novacoast Managed Services. It does not include customizations or customer- developed code or add-ons external to those servers and devices explicitly covered in this SOW or which were added after the signing of this agreement.

19: Customer must understand that Managed Services includes patches only: upgrades are out of scope.

21: Customer Help Desk runs front-line and follow-up support for end user issues, known as level 1 support. Novacoast SOC & NOC works directly with designated customer IT Security contacts.

22: Managed services will be performed out of a designated Novacoast SOC. The monitoring location will be at Novacoast's discretion.

# Managed Security Services

## SOC – Security Monitoring Service SLAs

The following Service Level Agreement (SLA) only applies to tools that have monitoring consoles (ie., SIEM, DLP) or feed data to monitoring consoles.

### Priority Levels

Priority levels are determined by the severity and business impact of the incident, and assigned based on the following criteria. The definitions noted below are some common examples for reference and by no means represent a comprehensive list for each Priority. Customer and Novacoast will work together continually during the term of this SOW to properly tune and categorize each of Customer's events, alerts, and alarms to ensure they are properly prioritized for appropriate handling. This would most likely occur as an initial bulk-refinement activity of reassigning priorities based on past event, alert, and alarm data; then continuing to hone such each week via day-to-day interactions and the Weekly Operational meetings.

| Priority                     | Definition                                                                                                                                                                  |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CRITICAL<br><br>(Severity 1) | Items requiring immediate action, such as indications of a DDOS of similar successful attack, network or account compromise, or evidence of a malware outbreak in progress. |



|                             |                                                                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HIGH/MEDIUM<br>(Severity 2) | Items requiring prompt action, like a major policy violation, minor virus outbreak (more than 1 person, but still a small limited group), or other similar risks or threats. |
| LOW<br>(Severity 3)         | Items requiring non-urgent attention, such as minor policy issues, a single virus occurrence, or something of small risk affecting multiple people or a small limited group  |

## Investigation Service Level Commitments

To provide seamless integration and maintain excellent quality of service with Customer personnel, Novacoast will adhere to the following policies:

|                            |                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response Time:</b>      | The amount of time between when the Alert is triggered in the SIEM and when a SOC analyst begins the investigation                                                                                                                                                                                                                                                                   |
| <b>Investigation Time:</b> | The time period for an analyst to perform the investigation following an alert. This period starts as soon as an analyst begins the investigation. The end of this time period will result in either an escalation to the customer (via a ticket, phone call, or other agreed upon notification) or the incident being closed as a false positive or other non-escalated conclusion. |

## Service Level Commitments

| Priority | Response Time | Investigation Time       |
|----------|---------------|--------------------------|
| 1        | 15 minutes    | 30 min from notification |

|   |            |                           |
|---|------------|---------------------------|
| 2 | 15 minutes | 1 hours from notification |
| 3 | 30 minutes | 4 hours from notification |

Investigation tasks are in the context of the operation and functionality of the SIEM platform. If there are components of the SIEM platform that are not functioning, troubleshooting and remediation work will be initiated for the purpose of restoring the nonfunctioning component back to a normal operational state.

Escalation to Customer resources as a result of the investigation process will occur in the form of a ticket being opened in Customer's ticketing system that references the corresponding alert in SIEM. Tickets will be opened for their respective priority levels after they are received by the SIEM and within the timeframes specified by the Investigation Target.

## NOC - Operational Service Level Commitments

|                            |                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Response Time:</b>      | The amount of time between when the failure is detected in the monitoring tools and when a NOC engineer begins the investigation/restoration work.                                                                                                                                                                                                                                                     |
| <b>Investigation Time:</b> | The time period for an engineer to perform the investigation of the cause/issue and attempt to remediate it following an outage. This period starts as soon as an engineer begins the investigation. The end of this time period will result in either an escalation to the customer for additional support (via a ticket, phone call, or other agreed upon notification) or the issue being resolved. |
| <b>Update Frequency:</b>   | The frequency of updates to the customer during additional investigation/restoration work. This occurs after an escalation notification (to the customer via phone or service ticket being opened in the customer's ticketing system) as a result of the restoration time SLAs.                                                                                                                        |

## NOC Service Level Commitments – Platform Management

| Priority | Response Time | Restoration Time           | Update Frequency |
|----------|---------------|----------------------------|------------------|
| 1        | 15 minutes    | 24 hours from notification | 1 hour           |
| 2        | 15 minutes    | 72 hours from notification | 4 hours          |
| 3        | 30 minutes    | N/A - TBD based on issue   | 24 hours         |

Customer will provide necessary tools for hardware and network monitoring

Hardware issues are not included in these SLAs. Hardware SLAs will be provided by the hardware vendor and the level of support purchased with the corresponding hardware.

**novacoast**

MANAGED SECURITY SERVICES

# **Description of Services**

CO-MANAGED SECURITY SERVICES

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## Security Monitoring & Management

### Scope of Management and Analytics Services

Novacoast Managed Services provides expert support and guidance in key areas of IT security where a managed service can provide value. We believe that to properly manage security technology it's our responsibility to also work towards improving the security posture of the technology we're managing and the organization we are providing service for. To accomplish this Novacoast breaks managed security services into four categories that are combined to provide a complete service.

### Standard services included

The base services included in the scope for Customer are:

- **Security Operations Center (SOC) Services:**

SOC Services provide analysts to monitor security solutions, analyze output and notify customers of events requiring further investigation.

- **Monitoring:**

- Analyst monitoring of all incoming events.
- False positive handling.
- Incident ticket tracking.
- Investigation of events where possible for analyst.
- Escalation to Novacoast or customer investigation or Incident response.

- **Measurement & Reporting** Novacoast security engineers evaluate threats in real time, analyze, and classify priorities.

- **Reporting:** Novacoast security engineers perform real time investigation in response to threats to the environment. Reports reflect the results of these investigations as well as any other environment monitoring that falls under SOC services.

### ■ **Network Operations Center (NOC) Services**

NOC services provide care and feeding of the infrastructure and solution software being managed.

Our services include:

- **Monitoring:** The in-scope environment monitoring is provided through Novacoast's system monitoring solution. The solution provides the support engineer with 24x7x365 details as to the health of in scope IT systems and services. At the point of incident capture, a ticket is logged, the ticket is assigned a priority, and the NOC is notified.
- **Management:** Management of the in-scope environment consists of:
  - OS patch management.
  - Vendor supplied security patching.
  - Minor rev updates as required to keeping the system healthy.
  - Additionally, Novacoast will participate in customer change management process to provide a more seamless integration of our organizations.
- **Reporting:**
  - Monthly summary and review of all activity.
  - Capacity planning recommendations.
- **Maturity Services:** Novacoast's subject matter experts & architects partner directly with our customers to leverage our knowledge and experience to provide a roadmap to enhancing their overall environment and security posture.
- **Engineering Services:** Additional recommended improvements are managed through seamless integration with Novacoast's team of expert engineers. This allows for continual reevaluation and improvement of customer's environment.



## Ticket Handling

Novacoast will work within the Customer's desired ticketing system to communicate with Customer staff.

## Maturity Services

During the duration of the contract for NOC/SOC services Novacoast will perform yearly reviews and provide recommendations and roadmap to help mature Customer's security posture.

Maturity tasks may include review and recommendations for SIEM maturity, as well as incident response process.

Maturity Services will be scheduled with Novacoast's Managed Services account team. Customers will make resources required for Novacoast to meet with during review process.

## Additions to Standard Services

The following co-managed services are available on a per contract basis. View their specifics by clicking the link.

### Security Information & Event and Management (SIEM) [\[link\]](#)

Co-management, configuration, monitoring, and tuning of customer's SIEM

### Firewall / IDS & IPS [\[link\]](#)

Co-management /optimization of rules and policies for firewall/perimeter security

### Web Services Security [\[link\]](#)

Co-management of platform to protect SOAP, REST, and other web transport data services from attack

### Endpoint Protection [\[link\]](#)

Co-management and monitoring of endpoint policies, signature updates, malware, and incidents.

### Managed EDR [\[link\]](#)

Co-management of Endpoint Detection and Response platforms.

**Data Loss Prevention [\[link\]](#)**

Co-management of Data Security and DLP platforms for policy, strategy, and response.

**Phishing Monitoring [\[link\]](#)**

Monitoring of threat intelligence and perimeter security data to identify phishing threats before users are exposed.

**Vulnerability Management [\[link\]](#)**

Co-management of vulnerability intel as it pertains to software and asset exposure.

**Penetration testing [\[link\]](#)**

Red Team services that analyze security infrastructure and environment to determine risks and vulnerabilities.

**Incident Response [\[link\]](#)**

Multi-tier response services that aim to determine cause and minimize damage from cybersecurity attack

**Engineering Services**

Novacoast will provide engineers to assist with any engineering tasks related to the infrastructure that are out of scope from the SOC services on an incremental basis. Customer will work with Novacoast to best determine the use of those incrementally added engineering hours.

Engineering tasks may include but are not limited to new feature deployments, major version upgrades, or integration/development services.

Novacoast may require up to a two-week lead time to schedule engineering resources.

**Incident Response Services**

Novacoast's Incident Response Unit ("IRU") is prepared to assess, investigate, contain, and educate in the event an incident, breach, or systemic threat occurs. The Novacoast IRU provides customers with peace of mind knowing that their systems and more importantly their data, are being overseen by a team of qualified computer professionals.

Incident Response services are provided on an additional tiered retainer arrangement.

**Penetration Testing Services**

Novacoast can provide Red Team service intended to evaluate Customer's security infrastructure and environment through a deeply focused and thorough Security Assessment.

During an assessment, Novacoast determines possible security risks and vulnerabilities, reviews company policies and industry best practices, reports on our findings, and provides recommendations for remediation and incident response.

Red Team services are provided on an additional negotiated fixed price arrangement.

# Definitions

| SERVICE                    | SIZING      | DEFINITION                                                                                                                                                                                                                                                                                                                                       |
|----------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SIEM                       | Data Ingest | Calculated based on message or event per second ("MPS" or "EPS") as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                                             |
| Firewall / IDS + IPS       | Devices     | Physical or virtual appliances attached to the network as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                                                       |
| Proxy + Web Security       | Devices     | Physical or virtual appliances attached to the network as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                                                       |
| Endpoint Protection        | Nodes       | Computers, physical devices, virtual machines, containers, or pods, with a mac, unique or shared ip address connected to the company network and in scope of managed service as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive. |
| MDR / EDR + Threat Hunting | Nodes       | Computers, physical devices, virtual machines, containers, or pods, with a mac, unique or shared ip address connected to the company network and in scope of managed service as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive. |
| DLP                        | Users       | Total employee count of the organization as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                                                                     |
| Phishing Monitoring        | Users       | Total employee count of the organization as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                                                                     |

| SERVICE                  | SIZING            | DEFINITION                                                                                                                                                                                                                                                                                  |
|--------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vulnerability Management | Internet Protocol | Total number of unique internet protocol's ("IP's") anywhere on the network that are available internally or externally as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive. |
| NovaSOC                  | Users             | Total employee count of the organization as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                                |
|                          | Devices           | Physical or virtual appliances attached to the network as of the service start date. Novacoast reserves the right to audit Organization as needed and may true-up service totals if the sizing increase becomes excessive.                                                                  |



# Description of Services

## PROFESSIONAL SERVICES

## Overview

Novacoast Professional Services provides subject matter experts in a wide range of cybersecurity and IAM disciplines. The following table below provides the general categories of resources types available. Working with Novacoast provides the ability to change the resources an organization engages based on what they need through out the year or engage with multi discipline teams as needed.

All annual professional service agreements include:

- Monthly usage reports.
- A monthly call with our Advisory & Success team to review activity, discuss industry trends, and upcoming initiatives.

## Resource Types

| DEPARTMENT         | DESCRIPTION OF SERVICES PROVIDED                                                                                                                                                                                                                                                    |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Advisory           | Security Program services, Compliance Policy services, IR Advisory, Identity Program services                                                                                                                                                                                       |
| Engineering        | IT, IAM, or Security engineers for design, installation, configuration, or deployment of technology, training or ongoing support as needed.                                                                                                                                         |
| Development        | Software developers for integration, collector or connector development, custom scripting, workflow development, web application development, mobile application development, data migration or parsing. Services can also include Data Analytics, Dashboarding, and DevOps/SecOps. |
| Project Management | Project Management Services include planning, coordinating and executing project activities required to complete customer projects with predetermined parameters. Also includes Business Analyst resources.                                                                         |





GENERAL SERVICES ADMINISTRATION  
Federal Acquisition Service  
Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

## Multiple Award Schedule



**FSC GROUP:** PROFESSIONAL SERVICES

**FSC CLASS:** 541511

**CONTRACT#** GS-35F-246BA

**CONTRACT PERIOD:** February 28, 2014 – February 27, 2024

|                       |                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b>    | Novacoast, Inc.<br>1505 Chapala Street<br>Santa Barbara, CA 93101                 |
| <b>PHONE:</b>         | 800-949-9933                                                                      |
| <b>WEBSITE:</b>       | <a href="http://www.novacoast.com">www.novacoast.com</a>                          |
| <b>CONTACT:</b>       | Janice Newlon<br><a href="mailto:jnewlon@novacoast.com">jnewlon@novacoast.com</a> |
| <b>BUSINESS SIZE:</b> | Other than small business                                                         |

For more information on ordering on ordering go to the following website: <https://www.gsa.gov/schedules>.

Price list current as of Modification PO-0033 effective June 6th 2023

Prices Shown Herein are Net (discount deducted)



## CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

| SINs   | SIN Title                                    |
|--------|----------------------------------------------|
| 54151S | Information Technology Professional Services |
| OLM    | Order-Level Materials                        |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

## OFFERED PRICING

| POSITION                            | GSA Price w/IFF |
|-------------------------------------|-----------------|
| Computer Systems Engineer-JR        | \$130.12        |
| Computer Systems Engineer           | \$144.58        |
| Computer Systems Engineer- Senior   | \$165.23        |
| Software Developer - JR             | \$130.12        |
| Software Developer                  | \$144.58        |
| Software Developer - Senior         | \$165.23        |
| Project Manager                     | \$130.12        |
| Senior Project Manager              | \$151.81        |
| Security Assessment Analyst-Jr      | \$165.23        |
| Security Assessment Analyst         | \$185.88        |
| Security Assessment Analyst- Senior | \$206.54        |

**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.



1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

### **LABOR CATEGORY DESCRIPTIONS**

#### **Computer Systems Engineer - Level I**

A Level I Computer Systems Engineer performs computer systems network integration procedures, and creates and presents technical solutions to solve existing IT related issues. Available technologies include but aren't limited to: Access Manager; Active Directory; Altiris Endpoint Management; Exchange; IDM product suite; Platespin; SAP; SAP Security; Sentinel; SharePoint; Sonicwall; Symantec product suite; Windows; ZENworks. Requires Bachelor of Science in Computer Engineering or Computer Science, or at least one (1) year practical experience.

#### **Computer Systems Engineer - Level II**

A Level II Computer Systems Engineer performs computer systems network integration procedures, and creates and presents technical solutions to solve existing IT related issues. Available technologies include but aren't limited to: Access Manager; Active Directory; Altiris Endpoint Management; Exchange; IDM product suite; Platespin; SAP; SAP Security; Sentinel; SharePoint; Sonicwall; Symantec product suite; Windows; ZENworks. Requires Bachelor of Science in Computer Engineering or Computer Science, or at least two (2) years practical experience.

#### **Computer Systems Engineer - Level III**

A Level III Computer Systems Engineer performs computer systems network integration procedures, and creates and presents technical solutions to solve existing IT related issues. Available technologies include but aren't limited to: Access Manager; Active Directory; Altiris Endpoint Management; Exchange; IDM product suite; Platespin; SAP; SAP Security; Sentinel; SharePoint; Sonicwall; Symantec product suite; Windows; ZENworks. Requires Bachelor of Science in Computer Engineering or Computer Science, or at least three (3) years practical experience.

#### **Computer Systems Engineer - Level IV**

A Level IV Computer Systems Engineer performs computer systems network integration procedures, and creates and presents technical solutions to solve existing IT related issues. Available technologies include but aren't limited to: Access Manager; Active Directory; Altiris Endpoint Management; Exchange; IDM product suite; Platespin; SAP; SAP Security; Sentinel; SharePoint; Sonicwall; Symantec product suite; Windows; ZENworks. Requires Bachelor of Science in Computer Engineering or Computer Science, or at least four (4) years practical experience.

### **Software Developer - Level I**

A Level I Software Developer performs software development tasks using various programming languages and technologies. This work included IT implementation duties where programming is both required and beneficial. Performs Quality Assurance (QA) tasks when needed. Available development languages include: PHP; Python; Ruby On Rails; Objective C; Java; .net; C&; Visual Basic; Adobe Flex; XSLT; Java Script; JQuery; Perl; C; Soap; Rest; Json; Xml; Html 5; Saml; Android; Selenium; SAP ABAP; IOS; Mysql; Mssql; Postgresql; LDAP. Requires Bachelor of Science in Computer Science or at least one (1) year of practical experience.

### **Software Developer - Level II**

A Level II Software Developer performs software development tasks using various programming languages and technologies. This work included IT implementation duties where programming is both required and beneficial. Performs Quality Assurance (QA) tasks when needed. Available development languages include: PHP; Python; Ruby On Rails; Objective C; Java; .net; C&; Visual Basic; Adobe Flex; XSLT; Java Script; JQuery; Perl; C; Soap; Rest; Json; Xml; Html 5; Saml; Android; Selenium; SAP ABAP; IOS; Mysql; Mssql; Postgresql; LDAP. Requires Bachelor of Science in Computer Science or at least two (2) years of practical experience.

### **Software Developer - Level III**

A Level III Software Developer performs software development tasks using various programming languages and technologies. This work included IT implementation duties where programming is both required and beneficial. Performs Quality Assurance (QA) tasks when needed. Available development languages include: PHP; Python; Ruby On Rails; Objective C; Java; .net; C&; Visual Basic; Adobe Flex; XSLT; Java Script; JQuery; Perl; C; Soap; Rest; Json; Xml; Html 5; Saml; Android; Selenium; SAP ABAP; IOS; Mysql; Mssql; Postgresql; LDAP. Requires Bachelor of Science in Computer Science or at least three (3) years of practical experience.

### **Software Developer - Level IV**

A Level IV Software Developer performs software development tasks using various programming languages and technologies. This work included IT implementation duties where programming is both required and beneficial. Performs Quality Assurance (QA) tasks when needed. Available development languages include: PHP; Python; Ruby On Rails; Objective C; Java; .net; C&; Visual Basic; Adobe Flex; XSLT; Java Script; JQuery; Perl; C; Soap; Rest; Json; Xml; Html 5; Saml; Android; Selenium; SAP ABAP; IOS; Mysql; Mssql; Postgresql; LDAP. Bachelor of Science in Computer Science or at least four (4) years of practical experience.



### **Senior Software Developer**

A Senior Software Developer performs software development tasks using various programming languages and technologies. This work included IT implementation duties where programming is both required and beneficial. Performs Quality Assurance (QA) tasks when needed. Available development languages include: PHP; Python; Ruby On Rails; Objective C; Java; .net; C++; Visual Basic; Adobe Flex; XSLT; Java Script; JQuery; Perl; C; Soap; Rest; Json; Xml; Html 5; Saml; Android; Selenium; SAP ABAP; IOS; Mysql; Mssql; Postgresql; LDAP. Bachelor of Science Computer Science in Computer Science or at least five (5) years of practical experience.

### **Project Manager**

A Project Manager will have a firm understanding of IT infrastructure and complex project functionality. Additionally, the Project Manager will monitor the quality and timeline of an entire project, including budgets and milestones, to ensure timely delivery of product and services. Requires PMP certification.

### **Senior Project Manager**

A Senior Project Manager will have a firm understanding of IT infrastructure and complex project functionality. Additionally, the Project Manager will monitor the quality and timeline of an entire project, including budgets and milestones, to ensure timely delivery of product and services. Requires PMP certification and at least three (3) years of active project management experience.

### **Security Assessment Analyst**

A Security Assessment Analyst investigates and evaluates the current state of computer network security for a client organization, including but not limited to identity management, information access rights, physical security, policies and procedures. Requires Bachelor of Science in Computer Science, or one of the following active certifications: PCI QSA; CISSP; CEH; ACE; CISA. Minimum of six (6) years experience in analyzing and evaluating information and physical security environments, including penetration testing (PEN), and applying technical and operational standards to assess the state of security for the client organization.



2. Maximum Order: \$500,000
3. Minimum Order: \$100.00
4. Geographic Coverage (Delivery Area): Domestic
5. Point(s) of production: Same as company address
6. Discount from list prices: Government Net Prices (discounts already deducted)
7. Quantity Discounts: 2% discount for orders greater than or equal to \$250,000
8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30.
9. Foreign Items: None
- 10a. Time of delivery. (Contractor insert number of days.): Contact Contractor
- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list.: Contact Contractor
- 10c. Overnight and 2-day Delivery: Contact Contractor
- 10d. Urgent Requirements: Contact Contractor
11. F.O.B. Point(s): Destination
- 12a. Ordering Address: Contractor Address
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es): Contractor Address
14. Warranty provision. N/A
15. Export packing charges, if applicable. N/A
16. Terms and conditions of rental, maintenance, and repair (if applicable) N/A
17. Terms and conditions of installation (if applicable). N/A
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A
- 18b. Terms and conditions for any other services (if applicable) N/A



19. List of service and distribution points (if applicable). Contractor Address
20. List of participating dealers (if applicable). N/A
21. Preventive maintenance (if applicable). N/A
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) N/A
- 22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor website or other location.) The EIT standards can be found at [www.Section508.gov/](http://www.Section508.gov/).
23. Unique Entity Identifier (UEI) number: LL2UMMCXY6N7
24. Notification regarding registration in System for Award Management (SAM) database.  
\*Contractor registered and active in SAM



**AGREEMENT BETWEEN  
NOVACOAST, INC. AND  
CITY OF ALPHARETTA, GEORGIA**

**Contract Addendum**

This Contract Addendum supplements that certain Annual Agreement (i.e. Novacoast GSA Contract GS-35F-246BA) and all reference documents contained therein (the "Agreement") between **NOVACOAST, INC.**, a foreign corporation (the "Contractor"), and **CITY OF ALPHARETTA** a Georgia municipal corporation (the "City") of even date herewith, to add the following provisions thereto:

**1. Conflicting Provisions.**

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

**2. Term of Agreement.**

Contractor warrants and represents that it will perform the services described in the Agreement in a prompt and timely manner, which shall not impose delays on the progress of the services. The term of this Agreement ("Term") shall commence as of December 1, 2023, and the services shall be completed, and the Agreement shall terminate on December 1, 2024 (provided that certain obligations will survive termination/expiration of this Agreement). The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 1 each calendar (contract) year, and further, that this Agreement shall automatically renew on the same date, December 1, of each subsequent calendar (contract) year absent City's provision of written notice of non-renewal to Contractor at least thirty (30) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

**3. Nondiscrimination.**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

#### 4. Confidentiality.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act. Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

#### 5. Termination.

- a. For Convenience. City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date.
- b. For Cause. Contractor shall have no right to terminate this Agreement prior to completion of the services, except in the event of City's breach of the licensing terms as set forth in the Agreement or City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.
- c. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.
- d. Payment Upon Termination. Upon termination, City shall provide for payment to Contractor for services rendered prior to the termination date.
- e. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience as provided above.
- f. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as

possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

- g. Reservation of Rights and Remedies. The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity.

#### **6. Sovereign Immunity.**

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Contractor is only valid to the extent allowed by Georgia law.

#### **7. Governing Law.**

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as municipality of Georgia and as a party to this Agreement.

#### **8. Force Majeure.**

Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military body; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

#### **9. Material Condition.**

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

**10. Assignment of Agreement; Subcontractors.**

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

**11. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.**

Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless Contractor shall provide evidence on the forms attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period. Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A," and submitted such affidavit to City. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) to perform services for City, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit "B," which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Contractor agrees that the employee-number category designated below is applicable to it:

- \_\_\_\_\_ 500 or more employees
- \_\_\_\_\_ 100 or more employees
- \_\_\_\_\_ Fewer than 100 employees

Contractor hereby agrees that in the event Contractor employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. If Contractor does not employ or contract with any subcontractor(s) to perform services for City, the provisions of this section related to

subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

**IN WITNESS WHEREOF**, City and Contractor have executed this Agreement, including this Contract Addendum, effective as of October 12, 2023

**NOVACOAST INC.,  
a foreign corporation**

By: Paul Anderson  
Name (printed): Paul Anderson  
Title (printed): CEO

ATTEST:

By: Madison Neiman  
Name (printed): Madison Neiman  
Title (printed): Legal Assistant

**CITY OF ALPHARETTA, GEORGIA**

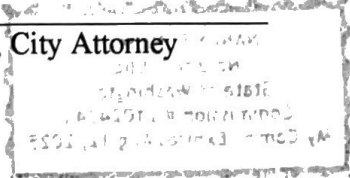
By: \_\_\_\_\_  
Jim Gilvin, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Lagerbloom, City Administrator

Approved as to form:

By: \_\_\_\_\_  
Ed Howden, City Attorney

A rectangular notary seal stamp for Ed Howden, City Attorney. The text inside the seal is mirrored and includes the name "Ed Howden", the title "City Attorney", and the date "October 12, 2023".

**EXHIBIT A**

**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:

35567

Federal Work Authorization User Identification  
Number

November 2, 2006

Date of Authorization

**NOVACOAST, INC.**

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 10/12, 2023 in Gig Harbor  
(city), WA (state).

*Paul Anderson*

Signature of Authorized Officer or Agent

*Paul Anderson, CEO*

Printed Name and Title of Authorized Officer or Agent

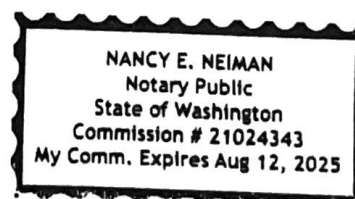
SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 12<sup>th</sup> DAY OF October, 2023.

*Nancy E. Neiman*

Notary Public

My Commission Expires: 8-12-2025

[NOTARY SEAL]



**EXHIBIT B**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor 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 under a contract with \_\_\_\_\_, 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

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

Executed on \_\_\_\_\_, 2023 in \_\_\_\_\_  
(city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

\_\_\_\_\_  
Name of Project

**CITY OF ALPHARETTA, GEORGIA**

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

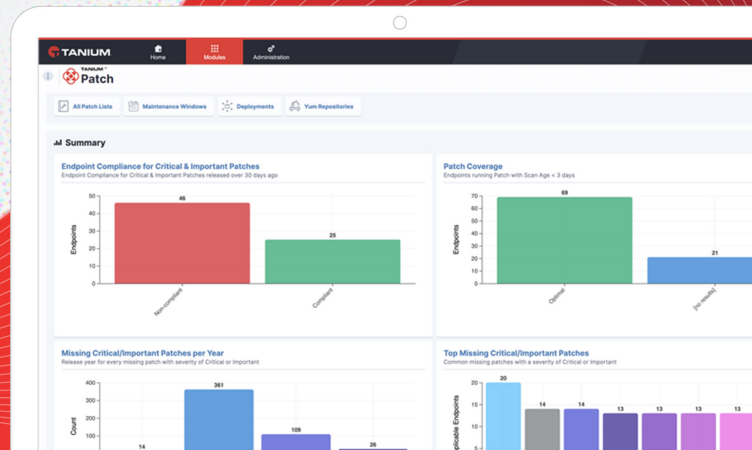
My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



# Tanium Patch

Simplify and Accelerate Patch Management and Compliance



## Patch Management Shouldn't Be So Painful

The most important IT operations task is to keep all systems running and up to date with the latest patches and applications. Stale systems are prone to failure. They stop working due to breaches and incompatibilities.

But current tools don't provide comprehensive visibility into networked devices and their respective patch status. And they don't scale well, making it difficult to do even simple patch updates.

Companies and public sector agencies also continue to fear network downtime or an outage from a patching process.

As a result, patch deliveries are either delayed or shifted to off-peak hours. This approach often misses endpoints that are offline. This leads to a lengthy average time-to-patch, from patch release to patch install across your devices.

## The Tanium Difference

With Tanium Patch, IT operations teams can keep systems up to date with automated patching across the enterprise at speed and scale.

This helps organizations reduce complexity and increase business resilience by efficiently carrying out patching tasks and monitoring patch status across devices.

## Tanium Value Metrics

Through comprehensive and real-time analytical insights about their devices, Tanium helps organizations measurably improve IT hygiene, employee productivity, and operational efficiencies while reducing risk, complexity, and costs.

Patch Coverage (% of total endpoints)

**Are You Scanning Your Endpoints for Patch Compliance?** The Percent of Total Endpoints Covered increases the accuracy of patch compliance reporting while reducing risk.

Patch Visibility (% with outstanding critical patch within coverage)

**Do You Know What Critical Patches Are Outstanding?** The Percent of Outstanding Critical Patches tells you which patches should be deployed first to minimize risk and which endpoints need protection until a patch is available.

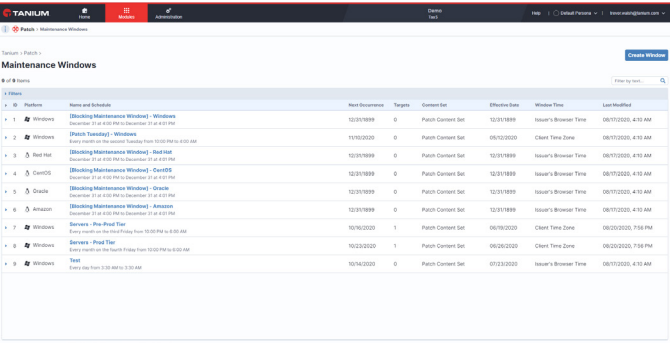
Workstations & Servers Mean Time to Patch (time in days)

**How Long Does It Take to Patch Workstations and Servers?** The Mean Time to Patch Workstations and Servers supports rapid, effective patching to close zero-day vulnerabilities or attacks. The longer you wait, the longer the vulnerability window.

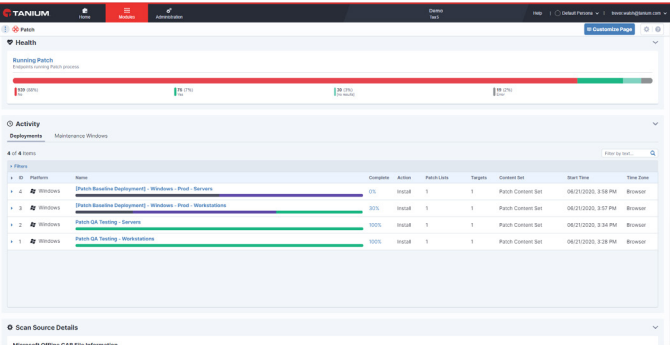
# Real-Time Patch Visibility and Control

To prevent security breaches, keep endpoints up to date with the latest patches. Tanium designed our platform architecture to maintain performance across hundreds of thousands of endpoints. The Tanium platform provides speed and scale to help ensure endpoint patches happen quickly without fail.

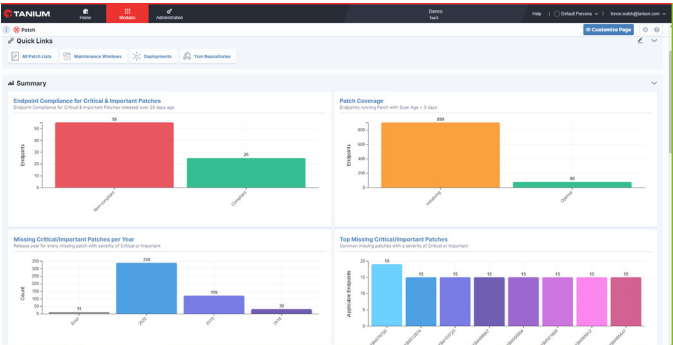
Tanium Patch offers a consistent, fast, and scalable patching process, allowing users to significantly enhance security and compliance.



Customize and automate patch management as needed.



Understand patch status immediately.



Improve security posture through comprehensive patch management

## One Client—No Extra Agents or Infrastructure

**Patch at scale with little to no infrastructure and minimal downtime.** Patch hundreds of thousands of systems on a single Tanium instance, without the use of distribution points and caching servers. There's no need for secondary relay, database, or distribution servers at different bank branches, retail locations, or geographically dispersed corporate offices.

**Customize patch scheduling and workflows.** Deploy a single patch to a computer group immediately or perform more complex tasks. For example, use advanced rule sets and maintenance windows to deliver groups of patches across your environment at specified times. And you can create dynamic lists, rules, and exceptions with custom workflows and schedule patches based on advanced rules.

## Patch With Confidence

**Measure IT hygiene with real-time patch success rates across the organization.** Tanium Patch summarizes the deployment status for any patch, providing immediate feedback on successes as well as failures requiring remediation. It also gives patch histories for individual machines, endpoint reboot status, and links to relevant vendor knowledge base articles.

## Tanium Patch Is a Key Component of Endpoint Management

Immediately discover assets, remediate across diverse environments and operating systems, and monitor the performance of endpoints with real-time visibility, comprehensive control and rapid response. Tanium provides endpoint management at scale, all from a single platform for consolidated control and visibility.

## Tanium Platform Power

The Tanium platform is built to deliver all IT operations and security services from a single agent. The Tanium client gives organizations comprehensive visibility over their endpoints and the ability to take action on those endpoints using minimal infrastructure. Patching, compliance, inventory, and incident response can all be completed using the Tanium endpoint agent.

## Discover Your Gaps

Request an IT Gap Assessment to gain visibility into your current IT hygiene and to measure your current Cyber Risk Score.

**REQUEST ASSESSMENT**

## Demo Our Solution

Schedule a demonstration to see Tanium live and to visualize exactly how our solution can transform your endpoint management and security.

**SEE TANIUM LIVE**

## Try Tanium Now

Experience Tanium with a free 14-day trial. Walk through common business scenarios in a live environment. See if you qualify.

**REQUEST FREE TRIAL**

## About Us

Tanium offers endpoint management and security that is built for the world's most demanding IT environments. Many of the world's largest and most sophisticated organizations, including nearly half of the Fortune 100, top retailers and financial institutions, and several branches of the US Armed Forces rely on Tanium to make confident decisions, operate efficiently and effectively, and remain resilient against disruption. Tanium has been named to the Forbes Cloud 100 list of "Top 100 Private Companies in Cloud Computing" for five consecutive years and ranks 10th on FORTUNE's list of the "100 Best Medium Workplaces." Visit us at [www.tanium.com](http://www.tanium.com) and follow us on [LinkedIn](#) and [Twitter](#).

# Tanium Asset

Get a comprehensive inventory of hardware and software assets across your environment

“Operating on a global scale provides a lot of challenges when it comes to knowing your environment. For the first time, we’ve been able to get a fast and accurate picture of our environment with Tanium.”

**CSO, TOP 25 BANK**

With Tanium Asset, IT operations and asset management teams get accurate data about their IT assets, regardless of location. These insights help organizations make the right decisions about managing their devices and systems efficiently.

## IT assets should not be liabilities

IT operations teams often struggle to identify the machines on their network as well as what software they have and how it is being used.

An organization's ability to run its business is hindered when strategic decisions are made based on outdated and incomplete data. Even worse, not understanding your assets and what's running on them leads to poor IT hygiene, increasing cyber risk.

From the coffee shop to the cloud, the number of endpoints that companies must be aware of continues to grow. As a result, visibility is increasingly more difficult and critical in IT operations and security.

You must be equally aware of the servers in your data center and the laptops used by remote staff. Having an accurate inventory of your assets reduces incident resolution times, avoids disruptive changes due to visibility gaps, and assists when reviewing software licensing.

## Tanium value metrics

Through comprehensive and real-time analytical insights about devices, Tanium helps organizations improve cyber hygiene, employee productivity and operational efficiencies while reducing risk, complexity and costs.

- Software usage coverage (% of Total Endpoints)

Are you tracking everything you're supposed to? Many organizations are not aware of the devices on their network. Percent of total endpoints tells you what percentage of your networked devices is known, helping identify potential risks.

- Tracked software unused (% of Software)

How much software are you paying for and not using? With percent of software Unused, organizations can clearly understand where software is installed and how it is being used (or not used), potentially helping companies reclaim millions of dollars in software license fees.

## REQUEST A DEMO TODAY

Connect with a member of our team to see Asset in action.

See Tanium Live

## Know and maintain your IT asset and software bill of materials (SBOM) inventory in real time.

### SBOM reporting at runtime

When the next software supply chain vulnerability is reported, you're ready and equipped with the data to provide an answer to your leadership and mitigate the risk.

### Automate asset reporting with speed and accuracy

Quickly and easily find, inventory and maintain IT assets. Tanium's approach to endpoint visibility and control allows IT teams to take a real-time inventory of hardware and software assets. Use automated and predefined reports and dashboards with details by department, location, user group, and more.

### Configurable reporting for inventory and audit preparation

Make data-informed decisions about hardware and software across the environment. Extract insight for all assets within seconds and run configurable reports to help streamline inventory and audit preparation. Make the right changes around software licensing depending on usage, or on hardware decommissioning based on asset location— remote, on premises, or in the cloud.

### Third-party data enrichment

Increase throughput by reclaiming underutilized assets and improve reporting from third-party data stores. Organizations depend on the accuracy of Configuration Management Database (CMDB) information. Tanium Asset feeds real-time data into common CMDBs, such as ServiceNow, so you have the most accurate information. For offline devices, Tanium Asset provides reporting on the last known state of the device.

## Tanium Asset is a key component of Tanium's Converged Endpoint Management (XEM) platform.

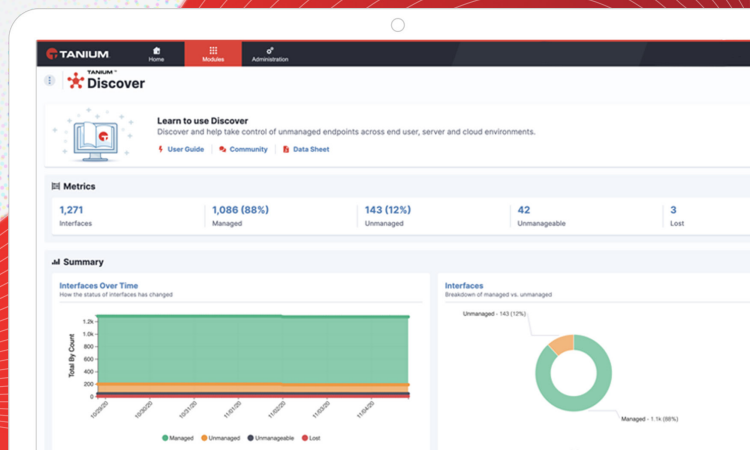
The Tanium platform offers comprehensive IT operations and security management from a single agent. It delivers complete, accurate, and real-time endpoint data, regardless of scale or IT complexity, and uses minimal infrastructure. Tanium XEM provides the visibility and control you need to continuously manage endpoint risk.

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Tanium, the industry's only provider of Converged Endpoint Management (XEM), leads the paradigm shift in legacy approaches to managing complex security and technology environments. Only Tanium protects every team, endpoint, and workflow from cyber threats by integrating IT, Compliance, Security, and Risk into a single platform that delivers comprehensive visibility across devices, a unified set of controls, and a common taxonomy for a single shared purpose: to protect critical information and infrastructure at scale. Visit us at [www.tanium.com](http://www.tanium.com).

# Tanium Discover

Discover and Take Control of Unmanaged Endpoints Across Remote, On-Premises, and Cloud Environments



## You Can't Protect or Manage What You Can't See

The line between business and personal computing is blurrier than ever. Employees now routinely use personal devices for work tasks, rely on company devices and software at home, and skirt IT policies by using unapproved applications. This reality poses increasing security and operational challenges and threats for every kind of organization.

## The Tanium Difference

Security hygiene begins with knowing what's connected to your network.

Tanium Discover scans networks with hundreds of thousands of endpoints to find unmanaged assets in the environment.

Administrators can choose to block the devices or bring them under management to help ensure every device connected to the network is accounted for and under control.

“

“Previously, once we saw an indicator, we would do more reports to investigate, pivot, and do this over and over. It was an iterative process that took way too much time. Now, we can investigate a machine remotely in real time with Tanium.”

Director, Computer Security Incident Response Team, Auto Industry Retailer

## Tanium Value Metrics

Through comprehensive and real-time analytical insights about their devices, Tanium helps organizations measurably improve IT hygiene, employee productivity, and operational efficiencies while reducing risk, complexity, and costs.

Endpoints Managed  
(% of total endpoints)

### How Many of Your Endpoints Are Unmanaged?

Percent of Total Endpoints Managed supports comprehensive discovery so organizations can mitigate business risk and assess how security policies are applied.

Mean Time to Manage  
(time in days)

**How Long Do Your Endpoints Remain Unmanaged?** Mean Time to Manage shows how long endpoints remain unmanaged. Unmanaged endpoints expose your organization to security risks and inefficiencies.

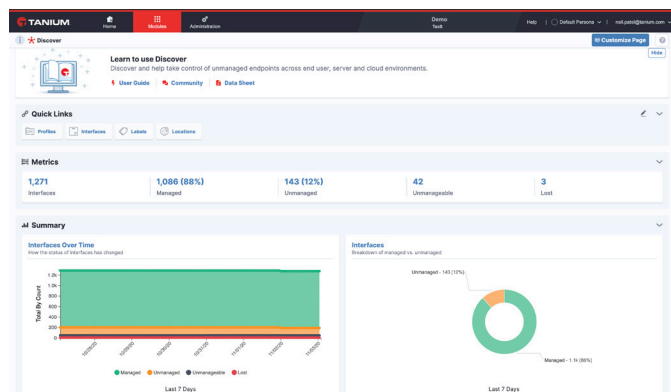


## Quickly and Easily Find Unmanaged Assets on Complex Networks

**Gain comprehensive visibility and control of managed and unmanaged endpoints, regardless of location.**

Tanium Discover detects hidden, unmanaged assets across large, distributed networks.

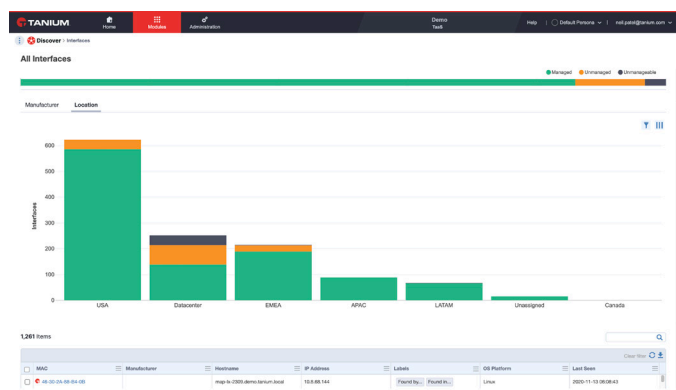
Unlike approaches that depend on wide-area network (WAN) links, which take hours or weeks to complete, the Tanium platform actively monitors and scans local subnets for unmanaged assets and reports on newly discovered and lost assets that were previously managed.



*Understand managed and unmanaged assets with ease.*

## Collect and Analyze Detailed Endpoint Data

**Use detailed information about your devices to make informed management decisions.** For every device it finds, Tanium Discover shows the hostname, MAC and IP addresses, device manufacturer, OS, open ports/applications, and historical information such as the first and last time the unmanaged asset was seen on the network. Administrators can choose from multiple scanning options for different environments.



*Drill into detail to obtain granular insight.*

## Secure and Take Control of Unmanaged Assets

**Discover unmanaged assets and quickly bring them into a managed and secure state.** Once unmanaged devices are found, administrators can deploy the Tanium agent on rogue endpoints to bring them under management or block them from the network. These events can be exported to a SIEM or incident management system for further analysis.

The screenshot shows the 'Unmanaged Interfaces' table in Tanium Discover. It lists 143 items with columns for MAC, Manufacturer, Hostname, IP Address, Labels, OS Platform, and Last Seen. The table contains detailed information about unmanaged devices, including their MAC addresses, manufacturers (mostly Mikrotik), hostnames, IP addresses, labels, OS platforms, and the last time they were seen on the network.

*Quickly take back control of rogue endpoints.*



## Tanium Discover Is a Key Component of Endpoint Management

Immediately discover assets, remediate across diverse environments and operating systems, and monitor the performance of endpoints with real-time visibility, comprehensive control and rapid response. Tanium provides endpoint management at scale, all from a single platform for consolidated control and visibility.

## Tanium Platform Power

The Tanium platform is built to deliver all IT operations and security services from a single agent. The Tanium client gives organizations comprehensive visibility over their endpoints and the ability to take action on those endpoints using minimal infrastructure. Patching, compliance, inventory, and incident response can all be completed using the Tanium endpoint agent.

## Discover Your Gaps

Request an IT Gap Assessment to gain visibility into your current IT hygiene and to measure your current Cyber Risk Score.

**REQUEST ASSESSMENT**

## Demo Our Solution

Schedule a demonstration to see Tanium live and to visualize exactly how our solution can transform your endpoint management and security.

**SEE TANIUM LIVE**

## Try Tanium Now

Experience Tanium with a free 14-day trial. Walk through common business scenarios in a live environment. See if you qualify.

**REQUEST FREE TRIAL**

## About Us

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# Tanium Comply

Identify vulnerabilities and misconfigurations  
across distributed environments.



## The Tanium difference

Tanium Comply is a unified vulnerability management solution built to assess modern endpoint environments. With Comply, organizations can continuously scan their endpoints for vulnerabilities, misconfigurations, and incidents of noncompliance with internal standards or external regulations.

With this real-time data, organizations can prioritize the problems they find, drive remediation, and validate whether they've addressed their risks.

## Eliminate your biggest source of endpoint risk

Zero-day threats and advanced malware are not the biggest problems. The reality is most breaches exploit known vulnerabilities, exposures in code libraries, or misconfigurations. And up to 90% of successful attacks could have been prevented by known patches or proper configurations. To address this risk, organizations must continuously scan their endpoints for vulnerabilities and misconfigurations, and rapidly prioritize and remediate any issues found.

Unfortunately, many vulnerability management tools are:

- Slow: Taking days or weeks to complete scans and providing stale data
- Siloed: Isolating security and operations teams – blocking collaboration
- Inefficient: Consuming heavy bandwidth, impacting network performance
- Limited: Producing blind spots and not prioritizing the risks they do find

Clearly, organizations need a new approach.

## A modern vulnerability management solution

### Real-time visibility

Identify and assess unmanaged endpoints in user environments. Comply finds select IP-enabled devices within distributed networks — even if they don't have a Tanium agent installed — and then collects their keys, unlocks their metadata, identifies and examines open-source libraries, and determines if they carry vulnerabilities, misconfigurations, or other risks.

### Rapid response

Perform scheduled or ad hoc scans without fear of end user impact. Comply uses Tanium's patented linear chain architecture to assess large-scale distributed endpoint environments without generating meaningful network strain, letting organizations collect accurate, real-time vulnerability intelligence anytime they want it.

### **Complete control**

Meet internal standards and help fulfill requirements for regulations like PCI, HIPAA, and SOX. Comply supports the Security Content Automation Protocol (SCAP), can use any Open Vulnerability and Assessment Language (OVAL) content, addresses software supply chain exploits, and uses its own content library that's updated daily with vulnerability, compliance, and CIS definitions and benchmarks.

### **Single source of truth**

Comply gives security and operations teams a single source of truth, and integrates with other Tanium solutions to seamlessly pivot from assessment to remediation, to validation within a single agent and console.

## **Tanium Comply is a key component of Tanium's Converged Endpoint Management (XEM) platform.**

Immediately discover assets, remediate across diverse environments and operating systems, and monitor the performance of endpoints with real-time visibility, comprehensive control and rapid response. Tanium XEM provides endpoint management at scale, all from a single platform for consolidated control and visibility.

### **Request a demo today**

Connect with a member of our team to see Comply in action.

[See Tanium Live](#)



Tanium, the industry's only provider of converged endpoint management (XEM), leads the paradigm shift in legacy approaches to managing complex security and technology environments. Only Tanium protects every team, endpoint, and workflow from cyber threats by integrating IT, Compliance, Security, and Risk into a single platform that delivers comprehensive visibility across devices, a unified set of controls, and a common taxonomy for a single shared purpose: to protect critical information and infrastructure at scale. More than half of the Fortune 100 and the U.S. armed forces trust Tanium to protect people; defend data; secure systems; and see and control every endpoint, team, and workflow everywhere. That's the power of certainty.

Visit us at [www.tanium.com](https://www.tanium.com) and follow us on [LinkedIn](#) and [Twitter](#).

© Tanium 2023

# Tanium Deploy

Quickly install, update or remove software  
across your environment

Tanium Deploy helps IT operations teams simplify software installation, maintenance, and removal so that organizations can run more effectively while reducing complexity and improving business resilience.

## Software management shouldn't be so hard

A key responsibility of IT operations is to keep systems running and up to date with the latest patches and applications. Stale systems will stop working due to breaches and incompatibilities.

Organizations often struggle to keep large-scale systems current because they lack visibility into the devices they have and lack control over changes they need to make.

## Tanium value metrics

Through comprehensive and real-time analytical insights about devices, Tanium helps organizations improve cyber hygiene, employee productivity and operational efficiencies while reducing risk, complexity and costs.

- Endpoints missing software updates released over 30 days ago (% of total endpoints)

Do you know the status of outstanding updates? Percent of total endpoints allows you to mitigate risk until an important update is available. A high percentage on this metric indicates a flawed application update and patch process.

- Mean time to deploy software (time in days)

How fast do you deploy available updates? The longer it takes to deploy and validate software, the greater the risk. With the mean time to deploy software, you know where you stand.

- Software installed by self-service user request (% of total endpoints)

Can your users install their own software? Improve efficiency and increase productivity. Percent of total software installed by self-service user request helps track the success of self-service initiatives.

**Gain real-time visibility  
into software across your  
environment.**



### Visibility

See into every endpoint, managed or unmanaged, with complete, accurate and real-time visibility.



### Control

Whether in the cloud or on premises, take control of your entire IT estate in seconds with minimal network impact.



### Remediation

Enable teams to investigate and respond to incidents with complete, high-fidelity data in real time.

## REQUEST A DEMO TODAY

Connect with a member of our team to see Deploy in action.

See Tanium Live

## Help your IT operations teams run more effectively by simplifying software installation and removal.

### Manage software efficiently

Reduce your time spent deploying updates and fixes. Tanium Deploy dramatically accelerates system deployment and updating. The Tanium Deploy package management workbench simplifies software management functions by reducing the time it takes to build, maintain, and distribute software packages.

Third-party software updates. Tanium Deploy includes templates for importing and deploying third-party software. Operations teams no longer need to browse websites for the latest updates or create deployment packages. Instead, they can identify and resolve new vulnerabilities.

### One client, no extra agents or infrastructure

Update at scale with little to no infrastructure and without fear of downtime. The Tanium platform offers speed and scale to help ensure software changes happen quickly on endpoints without fail. The Tanium architecture maintains performance across hundreds of thousands of endpoints on a single Tanium server.

### Modernize IT ops and empower end users

Let users manage their software on their schedule through a self-service portal. Give users the ability to use self-service capabilities on approved applications. Tanium Deploy allows IT Administrators to let users install, update, and remove approved and assigned software through easy-to-set-up Self-Service Profiles and Self-Service Client Applications.

Modernize and simplify OS imaging for Windows and Linux endpoints with Tanium Provision. With Tanium Provision, customers can easily set up and manage their bare metal provisioning without the need for dedicated hardware or complex setup for remote devices anywhere.

## Tanium Deploy is a key component of Tanium's Converged Endpoint Management (XEM) platform.

The Tanium platform offers comprehensive IT operations and security management from a single agent. It delivers complete, accurate, and real-time endpoint data, regardless of scale or IT complexity, and uses minimal infrastructure. Tanium XEM provides the visibility and control you need to continuously manage endpoint risk.

Tanium, the industry's only provider of Converged Endpoint Management (XEM), leads the paradigm shift in legacy approaches to managing complex security and technology environments. Only Tanium protects every team, endpoint, and workflow from cyber threats by integrating IT, Compliance, Security, and Risk into a single platform that delivers comprehensive visibility across devices, a unified set of controls, and a common taxonomy for a single shared purpose: to protect critical information and infrastructure at scale. Visit us at [www.tanium.com](http://www.tanium.com).

# Tanium Performance

**Monitor, investigate, and remediate endpoint and service performance issues quickly and at scale.**



**“When we get a user complaining that their PC is running slow, with Tanium we can articulate why — and provide that information to IT ops.”**

**Doug Shepherd**

Senior director, Offensive security services, JLL

Keep your employees and customers digital experience optimized and performing. Tanium gives you real-time visibility into the hardware resource consumption of endpoints serving employees' and customers as well as the performance of applications and service-related digital experiences.

## Identifying issues and improving employee and customer digital experiences shouldn't be hard or expensive

Most IT organizations lack or have inadequate visibility into performance issues that effecting employee and customer digital experiences. And in the age of remote work, the problem has only gotten worse. Employees either suffer in silence or create workarounds to address performance issues on their own. This results in a significant number of incidents that go unresolved, leading to a decline in employee productivity and satisfaction.

When investigating and digital experience issues, IT teams often resort to manual troubleshooting processes. These cumbersome approaches fail to identify the root cause due to a lack of historical data from the time incidents occurred. Consequently, systemic underlying issues go undiscovered and can't be proactively addressed at scale.

Unfortunately, existing point solutions are often costly for enterprise-wide use, requiring additional agents, infrastructure, and maintenance investments. Existing tools also lack comprehensive investigation and remediation capabilities, leaving organizations shorthanded to fix issues.

**But there is a better way to maintain and improve employee digital experiences.**

“I’ve spent my entire career focusing on end-user experience and trying to get vendors and organizations to prioritize it, so I really like seeing tools like Tanium’s Digital Employee Experience coming to the marketplace to help keep end users happy and productive while lightening the load on IT departments.”

**Gabe Knuth**  
Senior Analyst, Enterprise  
Strategy Group

## Your solution: Tanium Performance — a single tool to monitor, measure, and improve the performance of your employee and customer digital experiences at scale

Tanium gives you a single tool to monitor and manage your employees and customer digital experiences — no matter where they are. Tanium monitors real-time data on key endpoint and application performance metrics and gives IT the visibility they need to drive increased employee and customer satisfaction with their digital experiences.

### With Tanium Performance:

- Improve the digital employee experience across your organization and services using real-time performance and event data to spot and remediate issues across your entire environment.
- Reduce IT costs and improve efficiency using proactive monitoring and customizable thresholds that can spot issues before they result in wide-scale productivity impact or outages.
- Use Performance Score\* to baseline the performance and health of your digital work experiences and use historical and real-time data to define plans to increase them.

## Benefits of Tanium Performance

### Improve employee and customer experiences

- **Analyze and evaluate employee and customer digital experiences.** Analyze the employee’s work experience using performance and event data across an environment. Understand commonalities between trends, such as top resource-consuming processes by computer models. Dive deeper into results by filtering endpoint data by computer group and time period.
- **Resolve issues noninvasively.** In a modern distributed environment, find and fix problems without requiring employee interaction. Review historical and current performance data as well as browse the endpoint file system, all from the Tanium console, without disrupting the employee’s workday. The result: increased customer and employee satisfaction and productivity.

### Make better decisions

- Identify patterns and insights on changes that may be adversely affecting your environment. Determine the impact of software or hardware changes by measuring resource consumption and employee experience metrics over time, and across specific endpoint types. For example, measure the effects of a patch or use historical data to decide when you should retire devices.





## Reduce costs with improved IT efficiencies

- **Monitor and be notified about critical performance and other metrics.** Proactively monitor metrics related to hardware resource consumption as well as application and system health. Define custom performance and event thresholds that can send notifications to the IT team before issues have wide-scale productivity impact or result in outages.
- **Quickly troubleshoot with context.** Investigate issues on endpoints using live and historical process-level resource consumption data and combine this with a rich set of attributes about each endpoint to better identify root causes. With this you can reduce the costs associated with maintaining optimized digital experiences for employees and customers and free up IT resources to pursue more strategic work.

## Boost your organization's DEX Performance Scores

- **Get insights into performance and health metrics on all your endpoints.** With Performance Score, IT gets an aggregate organizational wide metric that represents the performance and health of digital employee experiences across all your endpoints. This metric can be tracked over time and is designed to help IT quickly identify and resolve systemic issues and opportunities for improvement. Performance scores are also calculated for each endpoint which can be grouped and managed to the needs of specific workloads and services, groups of employees or at the individual level. With a Performance Score, you can monitor and manage your progress as you work to ensure that every employee's digital experience is optimized — leading to increased reliability, availability and ultimately satisfaction.

## REQUEST A DEMO TODAY

Connect with a member of our team to see Performance in action.

**See Tanium live**

## Take advantage of a comprehensive Digital Employee Experience solution using the Engage and Performance modules together.

The Engage module complements the Performance module's performance and event monitoring with additional capabilities to monitor, manage, and assess employee digital experiences — no matter where they are. It gives you real-time visibility into the health of applications and endpoints, provides self-service automation to fix the issues employees may encounter, and enables IT to determine how employees feel about their digital work experiences using surveys and reports.

## Tanium Performance is a key component of Tanium's Converged Endpoint Management (XEM) platform.

The Tanium platform offers comprehensive IT operations and security management from a single agent. It delivers complete, accurate, and real-time endpoint data, regardless of scale or IT complexity, and uses minimal infrastructure. Tanium XEM provides the visibility and control you need to continuously manage endpoint risk.



Tanium, the industry's only provider of converged endpoint management (XEM), leads the paradigm shift in legacy approaches to managing complex security and technology environments. Only Tanium unifies teams and workflows and protects every endpoint from cyber threats by integrating IT, Compliance, Security, and Risk into a single platform that delivers comprehensive visibility across devices, a unified set of controls, and a common taxonomy for a single shared purpose: to protect critical information and infrastructure at scale. Tanium has been named to the Forbes Cloud 100 list for seven consecutive years and ranks on Fortune's list of the Best Large Workplaces in Technology. In fact, more than half of the Fortune 100 and the U.S. armed forces trust Tanium to protect people; defend data; secure systems; and see and control every endpoint, team, and workflow everywhere. That's the power of certainty.

Visit us at [www.tanium.com](http://www.tanium.com) and follow us on [LinkedIn](#) and [Twitter](#).

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# Bare metal provisioning with Tanium

**Tanium Provision reduces the need for dedicated hardware by enabling any Tanium Client to act as a PXE Service for that network segment.**

The PXE service not only provides PXE capabilities on the network but also acts as a caching mechanism so that endpoints can retrieve the files that are needed including operating systems and drivers from a device on the local network.

Internet connected devices can boot from a USB device and retrieve all of the files from the Tanium Server and also join an Active Directory domain during installation.

## Device provisioning with Tanium

Bare metal provisioning is a part of our overall device provisioning story with Tanium. Device provisioning includes the following:

- Bare metal provisioning of Windows and Linux using distributed PXE and USB devices
- Ongoing software updates, patching and operating system upgrades

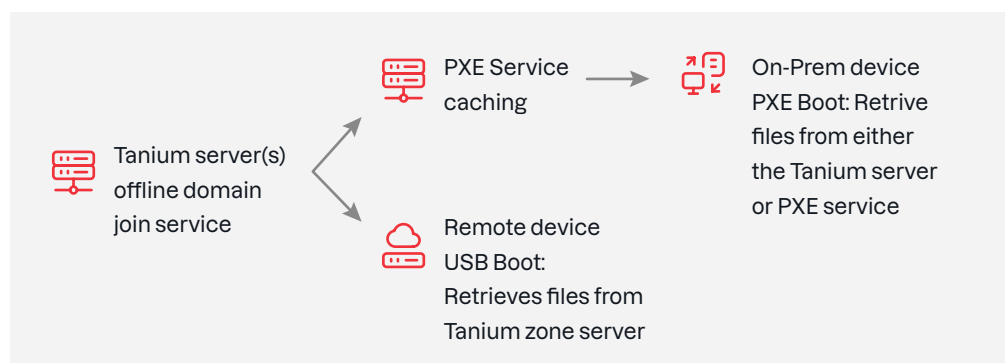
There will always be a need to reimage existing systems or do a fresh install of an operating system, and Tanium is providing that capability through bare metal provisioning.

**“That’s it?! This was so easy! I was expecting something a lot more complicated”**

**“This is going to save us so much time provisioning remote locations. It takes us weeks to get a new distribution point set up and configured just so we can image 25 machines”**

## Key takeaways

- Image devices that are on-prem or Internet connected
- Dynamic PXE Service on any Windows, Linux, or macOS endpoint
- Automatic cache management on the PXE service



# Tanium Enforce

Unified policy and endpoint configuration management at scale



## The Tanium difference

Tanium Enforce allows organizations to simplify, centralize, and unify policy management and device enrollment of end-user computing devices. This helps to potentially eliminate or mitigate vulnerabilities and business risk.

With unparalleled speed, scale, and breadth, using a single lightweight agent and little or no added infrastructure, Tanium Enforce can manage Windows and macOS® policy settings, including more than 5,000 device security and configuration settings.

Tanium Enforce allows organizations to simplify, centralize and unify policy management and device enrollment of end-user devices. This helps eliminate and mitigate vulnerabilities and business risk.

## Configuring devices should be simple and effective

Current mobile device management (MDM) tools attempt to unify mobile devices and traditional endpoint management with the allure of simplified policy configuration. But these tools lack the breadth and depth required for comprehensive endpoint management across the enterprise. They're overly focused on end-user devices, without considering server or cloud infrastructure.

As a result, IT organizations depend on multiple point tools for policy management across all layers of hybrid, distributed environments.

To further complicate matters, typical policy management solutions for Windows have difficulty supporting a distributed workforce and cloud-based environments. Multiple active directory domains can create additional complexity and overhead. The absence of centralized policy reporting for Windows devices from a single source of truth drives greater management inefficiencies and impairs decision-making.

This patchwork of tools is costly to maintain while creating gaps in coverage that increase risk. Further, native Windows operating system security features, such as antivirus (Defender) and firewall, are equal to or more effective than third-party solutions. Yet these native capabilities are often underutilized or ignored because different tools either don't support them, or only support a subset of the capabilities.

## Improve IT hygiene, employee productivity, and operational efficiencies while reducing risk, complexity, and costs

### Improve IT efficiency

Simple, automated, and centralized policy management at scale, across your devices. Centrally manage policies for Windows, macOS® and Linux for client and server operating systems throughout your organization. Leverage modern management capabilities with Windows 10 MDM-like functionality and Windows Administrative Policies. Easily and quickly manage system policies at scale.

## Tanium Enforce is a key component of Tanium's Converged Endpoint Management (XEM) platform

Immediately discover assets, remediate across diverse environments and operating systems, and monitor the performance of endpoints with real-time visibility, comprehensive control and rapid response. Tanium XEM provides endpoint management at scale, all from a single platform for consolidated control and visibility.

## Mitigate risk and decrease the attack surface

Quickly and continuously monitor configurations across endpoints to maintain a strong security posture. When looking at the overall security posture on an endpoint, restriction to devices and removable storage can be implemented. Tanium Enforce allows the restriction of the types of devices that have read or write access rights and the ability to allow only specific types of devices on an endpoint.

- **Firewall management.** Effective endpoint firewall management requires dynamic, micro-segmentation of an organization's endpoints. This helps ensure only approved processes and applications communicate on trusted ports, preventing a single compromised machine from spreading malware throughout a computing environment.
- **Antivirus management.** Windows 10 introduced many built-in protections, including a full-featured antivirus (AV) tool – Windows Defender. However, organizations struggle to manage Defender at scale and instead augment with third-party AV tools, creating complexity. With Tanium Enforce, leverage native AV capabilities by completely managing and configuring Defender across the organization. Reclaim unnecessary spend with unparalleled management, including fast and lightweight DAT distribution, and detection reporting
- **Drive Encryption.** Encrypting data at rest is essential to securing your endpoints should they become lost, stolen, or inappropriately decommissioned. Tanium Enforce can manage native OS drive encryption offered by Apple FileVault and Microsoft BitLocker by completely configuring and enforcing endpoint encryption policies. Obtain real-time reporting on encryption status, key escrow, and self-service recovery.
- **USB Removable Storage Management.** USB Removable Storage Management provides a means to secure endpoints and prevent unauthorized portable devices from being used to add or remove data from the endpoint. Meanwhile, IT can utilize authorized devices to accomplish tasks that may require moving data between endpoints with portable media.
- **Modern Device Management for macOS®.** With Modern Device Management for macOS in Enforce, organizations can now enroll devices using the macOS operating system, apply policies and patch macOS devices (when combined with Tanium Patch) all from a single platform.

Enforce provides the capability to remotely manage and configure Mac endpoints via Tanium. Subscribe endpoints to pre-configuration/reprovisioning workflows, set and enforce macOS system settings, remotely lock/wipe your devices, and provide macOS updates and patches. In Tanium Enforce, Administrators can set restrictions, join Active Directory, manage certificates, network settings, and more. Administrators can query missing patches, select and then schedule those patches for macOS endpoints.

### REQUEST A DEMO TODAY

Connect with a member of our team to see Enforce in action.

[See Tanium live](#)

## Lightweight agent, nothing else

Eliminate configuration policy management point solutions and consolidate on a single platform. Configure, enforce, and verify endpoint policies through a single Tanium instance, without a patchwork of point tools. Tanium requires little to no infrastructure to enforce policies, regardless of device location. With Tanium Enforce, organizations can manage policy across any distributed, virtualized hybrid network. Equally support on-premises, cloud-based, domain-joined, non-domain-joined, and remote endpoints.

Tanium, the industry's only provider of Converged Endpoint Management (XEM), leads the paradigm shift in legacy approaches to managing complex security and technology environments. Only Tanium protects every team, endpoint, and workflow from cyber threats by integrating IT, Compliance, Security, and Risk into a single platform that delivers comprehensive visibility across devices, a unified set of controls, and a common taxonomy for a single shared purpose: to protect critical information and infrastructure at scale. Visit us at [www.tanium.com](http://www.tanium.com).

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# STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Amber O'Dwyer

Meeting Date: October 23, 2023

## AGENDA ITEM:

### Recreation, Parks, & Cultural Services – Instructor & Service Provider License

*Consideration of approval to revise the current terms and approval process for instructors and service providers for the City's recreational programs.*

## STAFF RECOMMENDATION:

Approve, as presented, the Recreation, Parks & Cultural Services Instructor License, as a replacement for the existing Instructor Agreement effectively authorizing staff to execute documents securing non-competitive recreation instructors and service providers and permitting multi-year terms for said instructors and service providers subject to annual budget appropriations.

## BUDGET & PROCUREMENT:

**BUDGETED ITEM:** NO

**FISCAL IMPACT:** NO

**INCLUDED IN CURRENT FY CPTL BUDGET:** NO

**INCLUDED IN CURRENT FY OPRT. BUDGET:** NO

**TOTAL PROJECT COST:** WHILE THE INSTRUCTOR LICENSE PERMITS MULTI-YEAR TERMS, THE RENEWAL OF EACH TERM REMAINS SUBJECT TO BUDGET APPROPRIATIONS. AS SUCH, THERE IS NO UNDUE COMMITMENT TO THE CITY UNDER THE REVISED PROCESS AND DOCUMENT.

ADDITIONALLY, MOST (IF NOT ALL) OF THE CITY'S APPROPRIATIONS FOR INSTRUCTOR FEES ARE DIRECTLY SUBSIDIZED VIA PARTICIPANT REGISTRATION FEES ENSURING THE COST FOR THE PROGRAM(S) DOES NOT EXCEED THE REVENUE GENERATED.

### APPROPRIATIONS:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

### EXTERNAL FUNDING SOURCES:

| <u>ACCOUNT TITLE/NUMBER</u> | <u>DOLLAR AMOUNT</u> |
|-----------------------------|----------------------|
|-----------------------------|----------------------|

## ITEM DESCRIPTION:

### BACKGROUND:

Currently, the Recreation, Parks & Cultural Services Department undergoes a rigorous process each year for the renewal of non-competitive instructors and service providers pertaining to recreational programs. For some divisions, the renewal process occurs quarterly as many instructors find they are unable to commit to a teaching schedule beyond a four-month timeframe. Staff's procedure is to confirm the instructor's commitment for the upcoming months (be it a few months or a year), draft an agreement between the city and the instructor, ensure the document is legally sufficient, and route the document for approvals by the instructor, city attorney, city administrator, and mayor. Given the City's expansive recreational offerings, the number of agreements processed on an annual basis easily exceeds 70 with 30 or more of those agreements renewing nearly every quarter.

In an effort to find a more efficient way to complete the process, staff worked with the Department of Finance and the City's legal team to develop a new approach. The City's charter warrants that any contract or agreement requires legal review, approval as to content by the city administrator, and approval by the mayor on behalf of the City. By keeping the document as a contract or agreement, all three signatories would need to remain to comply with the City's charter. If staff revised the document to that of a license, the only signatures needed would be that of the contractor (instructor or service provider) and, if approved by City Council, the department director. This would minimize the impact on the mayor, legal team, and city administrator, permitting their focus to pivot to higher priorities.

Lessening the burden of the current procedure in one regard, however, did not lessen staff's involvement in the process, who would still be subject to drafting annual renewals for each and every instructor or service provider. To help resolve this issue, staff recognized that many of the instructors and service providers routinely renew their commitments year after year. Staff then worked with Legal to further revise the license to permit a multi-year commitment for recreation instructors and service providers when possible.

Next, Staff collaborated with the Department of Finance to ensure that the newly drafted license would not conflict with any of the City's financial processes and procedures. By adding a clause that multi-year terms were subject to budget appropriations, and under the notion that the license is intended solely for recreational instructors and service providers deemed "non-competitive", no concerns arose.

Lastly, Staff considered that moving to a multi-year commitment for instructors could pose concerns as to the annual background check required by recreation instructors and service providers. To ensure the safety of our citizens, the license maintains that a background check must be completed annually regardless of the license term.

At this time, staff presents the attached final drafts of the Instructor License for your review and approval. The licenses retain all of the original terms and conditions set forth in the currently utilized Instructor Agreement pertaining to both recreational instructors and service providers but have been restructured to be both in compliance with the City's charter and to make better use of the City's resources.

#### RECOMMENDATION EXPLANATION:

Staff recommends approval of the newly drafted and legally sufficient Instructor License as a replacement for the current Instructor Agreement. Implementing the license in lieu of the agreement will drastically reduce the time required by the signatories and staff to secure recreational instructors and service providers, successfully expedite the current process, and lessen the financial impact of legal fees acquired.

#### **ALTERNATIVES:**

There are two alternatives to this recommendation:

1. Deny approval to implement the new Recreation, Parks & Cultural Services Instructor License and request Staff continue with the current process and execution of the Instructor Agreement.
2. Deny or defer approval of the proposed Recreation, Parks & Cultural Services Instructor License and provide staff with additional steps and/or actions that staff should take in order to advance the initiative.

#### **ATTACHMENTS:**

1. ARPCS Instructor License (Generic)
2. ARPCS Service Provider License



## CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES INSTRUCTOR LICENSE

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The **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, located at **2 Park Plaza, Alpharetta, Georgia 30009**, by and through the City of Alpharetta Recreation, Parks, and Cultural Services Department ("**City**") hereby grants this License for instructional services for recreational programs to (**NAME**), a(n) (**TYPE WHAT YOU CHECKED UNDER #1 BELOW**) ("**Licensee**") located at (**LICENSEE'S PHYSICAL ADDRESS**). The City and the Licensee are sometimes referred to in this agreement collectively as the "Parties".

### TERMS OF LICENSE

The Licensee 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 the attached Exhibit "A" to this License (referred to herein as "Instructor Services"). Licensee is subject to those certain General Terms and Conditions in the attached Exhibit "B" (referred to herein as "Terms and Conditions").

The term of this License (the "Term") shall begin upon execution of this License by the Licensee ("Effective Date") and shall terminate \_\_\_\_\_ year(s) from the Effective Date. If the Term of this License is longer than one year, the Parties agree that this License, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on June 30th of each fiscal year of the Term, and further, that this License shall automatically renew on July 1st of each subsequent fiscal year for a total Term not to exceed three (3) consecutive fiscal years from the Effective date absent the City's provision of written notice of non-renewal to the Licensee at least thirty (30) days prior to the end of the then fiscal year. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in the Licensee until fully paid for by the City. During this Term, the Licensee may, subject to the Program Supervisor's approval, request to add or remove classes/camps to the then-active Program. Licensee may also request an increase in class/camp pricing, at a maximum of three percent (3%) annually, subject to the Program Supervisor's approval. Any such requested changes to class/camps must be submitted in writing to the Program Supervisor. Upon the Program Supervisor's approval, the Licensee and Department Director shall execute an Amendment, to be incorporated as part of the original License.

**Is there such an Attachment to this License?**

Yes ☐

No ☐

Program Name(s):

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Program Date(s):

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Program Location(s) and Address(es):

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Licensee hereby agrees to the following:

1. If the estimated payment from the City to the Licensee over the course of a one (1) year period is \$2,500 or more, Licensee 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")

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

- |                                                     |                                                |                                                    |
|-----------------------------------------------------|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Corporation           | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Partnership        | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Other (insert):           |

## CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES INSTRUCTOR LICENSE

In performance of the instructor services, Licensee hereby identifies the following individual as the primary instructor for the program(s):

(name primary instructor)

2. Payment Selection: ☐ Percentage-Based      ☐ Flat Rate

**a. Percentage-Based**

- i. For performance of the instructor services provided hereunder, the City agrees to pay Licensee seventy-five percent (75%) of the registration revenue for the program (per session) instructed by the Licensee ("Licensee's Fee"). Licensee's Fee is calculated by multiplying the **resident registration fee** by the number of registered participants, and then multiplying such sum by 0.75 (75%).
- ii. Licensee's Fee will be calculated by the City the week following class completion; disbursements to instructors within fourteen (14) business days following course completion. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Licensee's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

**iii. Licensee Payment Schedule:**

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

- A. If Licensee is not a legal entity, payment shall be made in full at the end of each session. A session may consist of one or multiple classes.
- B. If Licensee 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 Licensee is a legal entity and instructs a program that meets once per month or quarter, Licensee shall be paid in full at the completion of the program each month or quarter.
- D. If Licensee is a legal entity and instructs a program with a ten-week or more session, Licensee 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 fourteen (14) 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.

**b. Flat Rate**

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
INSTRUCTOR LICENSE**

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- i. For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The rate shall be \$\_\_\_\_\_ per (check one of the following):

☐ Class

☐ Week

☐ Hour

☐ Month

☐ Session

☐ Season

☐ Other (please specify): \_\_\_\_\_

- ii. Licensee 's Fee will be calculated by the City the week following class completion; disbursements to instructors within fourteen (14) business days following course completion. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Licensee's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

"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 fourteen (14) 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.

3. Licensee 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 Licensee will purchase and provide for the program include the following:

(any additional supplies)

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

4. The minimum number of enrolled (registered and paid for) participants required for the program (per class) is \_\_\_\_\_ participants. The maximum number of participants allowed for the program (per class) is \_\_\_\_\_ participants. The instructor to student ratio shall be maintained at minimum of \_\_\_\_\_ to \_\_\_\_\_ 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.
5. Subject to Paragraph five (5) above, Licensee will decide whether 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 Licensee, or can be viewed by Licensee on Active Net, 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 Licensee and communicated to Program Coordinator or Supervisor.
6. Licensee 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 License, whether an employee, agent, or subcontractor of Licensee (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 Licensee or an authorized representative of Licensee who is over the age of 18. Licensee must have valid

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
INSTRUCTOR LICENSE**

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CPR/AED/First Aid certification on file with Program Coordinator or Supervisor. Minimum qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

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7. The Licensee is responsible for sub-contractors' completion of Exhibit "C" Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.
  8. The following are agreed-upon terms not listed elsewhere in this License (if applicable):
- 

10. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Licensee 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 Licensee's program(s), Licensee, and all officers, employees, agents, and sub-contractors of Licensee who may perform work for Licensee under the terms of this license, 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 Licensee'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 License 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.

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

Licensee 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. Licensee 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. Licensee 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 "C" prior to their performance of any instructor services pursuant to this License.

PROGRAM DATES: \_\_\_\_\_

(remainder of page intentionally left blank)

(signatures to follow)

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
INSTRUCTOR LICENSE**

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THE UNDERSIGNED LICENSEE HEREBY AGREES TO PERFORM THE INSTRUCTOR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS REQUIRED HEREUNDER.

**LICENSEE SIGNATURE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE INFORMATION:**

Legal Business or Licensee Name:

(NOTE: Must Match Filed Name with Georgia Secretary of State if Business and **NOT** Sole Proprietor.)

Licensee Address:

SS # or Employee ID#:

Contact Information:

Primary Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_

Morgan Rodgers, Director of Recreation, Parks and  
Cultural Services Department

**EXHIBIT A**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**INSTRUCTOR SERVICES**

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**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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1. Licensee is an independent contractor and not an employee, agent, joint venture, or partner of the City. Licensee shall have no authority to contract for or bind City in any manner. Licensee 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). Neither Licensee nor any of its employees, agents, or subcontractors, shall be considered an “employee” of the City during the performance of this License (the term “employee” shall have the same meaning as provided in IRS Publication No. 15 (2023) (Circular E), as may be amended).
2. Family discounts given to participants, if any, will be absorbed by the Licensee. City of Alpharetta employee discounts and program scholarships, if any, will be absorbed by the City.
3. Pre-registration, registration and registration fee collection will be performed ONLY by the City.
4. Supply/material fee, if applicable, will be mutually agreed upon by the City and Licensee, and will be collected by the Licensee. 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. Licensee is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Licensee must refund any unused supply fees to the participants no later than the last day of the session.
5. This Licensee 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, Licensee’s Fee will be adjusted due to any refunds paid or due to participants.
6. The Licensee 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 License shall be the obligation of Licensee and not the City.
7. 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.
8. Licensee, and its employees, agents, and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:
  - a. Compliance with All Laws. The Licensee 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 Licensee subjects subcontractors to the same provision.
  - b. Equal Employment Opportunity; Non-Discrimination. The Licensee agrees that the hiring of persons to perform the services will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion,



**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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creed, political ideas, sex, age, marital status, physical or mental disability, genetic information, or national origin by the persons performing the contract. In performing the services required under this License, the Licensee shall not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, genetic information, or national origin and shall further ensure that Licensee's agents and/or subcontractors comply with same. Licensee, 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, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, genetic information, or national origin 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.** Licensee 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 License, Licensee certifies that:
  - i. a drug-free workplace will be provided for the Licensee's employees during the performance of this Agreement; and
  - ii. each subcontractor hired by Licensee shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
  - iii. Licensee, 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 License.
- d. **Best Interests of City.** Neither Licensee nor any of its officers, employees, agents, or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Licensee's loyal and conscientious exercise of judgment related to its performance under this License.
- e. **Conflict of Interest.** The Licensee represents that it has not, within two (2) years preceding the execution of this License, 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 Licensee 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 Licensee's response to the City's RFB, if applicable. Neither Licensee 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. Licensee shall not collude with other City contract providers regarding City business or matters. Licensee shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Administrator, which approval may be withheld at the City Administrator's sole discretion. Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this License, and that it has not paid or agreed to pay any person, company, Licensee, individual or firm, other than a bona fide employee working solely for Licensee, any fee, commission,

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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percentage, gift, or other consideration contingent upon or resulting from the award or making of this License. For the breach or violation of this provision, the City shall have the right to terminate the License 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 Licensee'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 Licensee's responsibilities under the License . The Licensee shall presume that all information received pursuant to the License is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the License shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the License or thereafter. Any data supplied to or created by the Licensee shall be considered the property of the City. The Licensee must return any and all data collected, maintained, created, or used in the course of the performance of the License, in whatever form it is maintained, promptly at the request of the City. Licensee shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the License. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Licensee to sign a nondisclosure agreement. Licensee understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the License. The Licensee 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 Licensee for records containing confidential information, the Licensee shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Licensee's confidentiality obligation under the License shall survive termination of the License. If it is reasonably likely the Licensee will have access to the City's confidential information, then:
1. The Licensee shall provide to the City a written description of the License policies and procedures to safeguard confidential information; and
  2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and
  3. The Licensee must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Licensee in connection with the performance of the License.
9. Licensee will incur all additional instructor costs and is responsible for working out payment agreements with its Instructors. Licensee 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.
10. Licensee is responsible for set up and removal of all supplies (i.e., tables, chairs, etc.). Licensee 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. Licensee 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.

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11. Licensee is responsible for the proper disposal of all trash that it may leave, or which may be left by program participants. For birthday parties, Licensee 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.
12. City does not guarantee storage for Licensee's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Licensee 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.
13. Licensee is responsible for any damages to City property caused by Licensee and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.
14. Licensee is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Licensee 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 Licensee. Licensee is prohibited from promoting programs not affiliated with the City while on City property. Licensee may not use City logo without written permission from City.
15. Licensee must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Licensee is responsible for notifying participants of class cancellation when Licensee cancels the class for any reason. Licensee must have a substitute instructor in the event the Licensee cannot fulfill instruction duties. Licensee is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.
16. 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 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 cancellations will be posted on the City of Alpharetta website [www.alpharetta.ga.us](http://www.alpharetta.ga.us) and ARPCS' apps and social media accounts. Whenever possible, program participants will be notified of program cancellations by the City or the Licensee. 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 cancellations will be announced at the next scheduled class meeting.
17. Canceled classes shall be rescheduled by the Licensee at no additional cost to participants, subject to facility availability as determined by the City. Licensee shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.
18. If a class cannot be rescheduled, and Licensee has already received payment for the class, the Licensee shall be responsible to refund any and all participants a pro-rated portion of the program fee. Licensee is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.
19. Licensee is expected to maintain attendance records and immediately report student absences to the City. Licensee shall provide class attendance records to the City upon request. Licensee is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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20. Licensee shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Licensee 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.
21. Licensee, 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. Licensee, including its Instructors, must complete training as provided by the City. Licensee must verify in writing that all of its employees, agents or subcontractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Licensee 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."
22. Licensee is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Licensee.
23. Licensee is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Licensee.
24. Licensee 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 Licensee as deemed appropriate.
25. Licensee, 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.
26. This License may be immediately revoked by the City without prior notice if the Licensee fails to satisfactorily meet any of the terms of the License.
27. This License may be immediately revoked by the City without prior notice if the Licensee engages in activities and/or conduct unbecoming to the City.
28. This License may be cancelled by either party without cause provided that sixty (60) days written notice is given.
29. 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 Licensee registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Licensee will become part of the License Documents.

  - a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):
    - i. Pursuant to O.C.G.A. § 13-10-91, Licensee represents, warrants, acknowledges, and/or agrees that:

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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

Subcontractors shall not enter into any contract with the Licensee 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 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. Licensee, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Licensee providing the physical performance of services under this License 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 Licensee employs or contracts with a subcontractor in connection with the covered contract, the Licensee 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 “C,” 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 Licensee /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 Licensee 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 Licensee 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 Licensee.

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
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- iv. In lieu of the affidavit required by this Section, if Licensee, 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 License (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the License 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. Licensee 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.

**EXHIBIT C**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**LIABILITY WAIVER & RELEASE FORM FOR SUB-CONTRACTORS**

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

**WAIVER OF LIABILITY AND INDEMNIFICATION.**

Licensee 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 Licensee's program(s), Licensee, and all officers, employees, agents, and subcontractors of Licensee who may perform work for Licensee 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 Licensee'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. Licensee hereby gives the City of Alpharetta permission to take photographs of Licensee or photographs in which Licensee may be involved with others without compensation to Licensee. 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. Licensee 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.

**LICENSEE SIGNATURE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name (If Differs from Licensee): \_\_\_\_\_

Program: \_\_\_\_\_





## **AFFIDAVIT VERIFYING CONTRACTOR** **PARTICIPATION IN FEDERAL WORK** **AUTHORIZATION PROGRAM**

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

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

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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 \_\_\_\_\_,  
202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
SERVICE PROVIDER LICENSE**

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The **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, located at **2 Park Plaza, Alpharetta, Georgia 30009**, by and through the City of Alpharetta Recreation, Parks, and Cultural Services Department ("City") hereby grants this License for services for recreational programs to **(NAME)**, a(n) **(TYPE WHAT YOU CHECKED UNDER #1 BELOW)** ("Licensee") located at **(LICENSEE'S PHYSICAL ADDRESS)**. The City and the Licensee are sometimes referred to in this agreement collectively as the "Parties".

**TERMS OF LICENSE**

The Licensee agrees to render to the City those certain services for City of Alpharetta recreational programs identified below and further described in the attached Exhibit "A" to this License (referred to herein as "License Services"). Licensee is subject to those certain General Terms and Conditions in the attached Exhibit "B" (referred to herein as "Terms and Conditions").

The term of this License (the "Term") shall begin upon execution of this License by the Licensee ("Effective Date") and shall terminate \_\_\_\_\_ year(s) from the Effective Date. If the Term of this License is longer than one year, the Parties agree that this License, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on June 30th of each fiscal year of the Term, and further, that this License shall automatically renew on July 1st of each subsequent fiscal year for a total Term not to exceed three (3) consecutive fiscal years from the Effective date absent the City's provision of written notice of non-renewal to the Licensee at least thirty (30) days prior to the end of the then fiscal year. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in the Licensee until fully paid for by the City. During this Term, the Licensee may, subject to the Program Supervisor's approval, request to add or remove classes/camps to the then-active Program. If applicable, Licensee may also request an increase in class/camp pricing, at a maximum of three percent (3%) annually, subject to the Program Supervisor's approval. Any such requested changes to class/camps must be submitted in writing to the Program Supervisor. Upon the Program Supervisor's approval, the Licensee and Department Director shall execute an Amendment, to be incorporated as part of the original License.

**Is there such an Attachment to this License?**

Yes ☐

No ☐

Licensee Services(s):

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Service Date(s):

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Service Location(s) and Address(es):

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Licensee hereby agrees to the following:

1. If the estimated payment from the City to the Licensee over the course of a one (1) year period is \$2,500 or more, Licensee 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")

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

- |                                                     |                                                |                                                    |
|-----------------------------------------------------|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Corporation           | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Partnership        | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Other (insert):           |

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
SERVICE PROVIDER LICENSE**

In performance of the services, Licensee hereby identifies the following individual as the primary service provider for the program(s):

(name primary service provider)

2. For performance of the services provided hereunder, City agrees to pay Licensee a negotiated rate for services rendered. The rate shall be \$\_\_\_\_\_ per (check one of the following):

☐ Class                      ☐ Week                      ☐ Hour  
☐ Month                      ☐ Session                      ☐ Season                      ☐ Year

☐ Other (please specify): \_\_\_\_\_

3. Licensee's Fee will be calculated by the City biweekly following completion of services; disbursements to licensee within fourteen (14) business days post-service.
4. Supply/material fee, if applicable, will be mutually agreed upon by the City and Licensee, and will be collected by the Licensee. Supply/material fees shall be used to purchase materials and equipment for services as outline in Licensee Services. Licensee is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Licensee must refund any unused supply fees to the participants no later than the last day of the session.
5. 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 Licensee 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).

6. Licensee must have valid CPR/AED/First Aid certification on file with City coordinator or supervisor. Minimum qualifications and/or required certifications for Licensees, as determined by the City, are as follows:

- \_\_\_\_\_  
7. The Licensee is responsible for subcontractors' completion of Exhibit "C" Liability Waiver and Release Form, and submission of completed forms to City coordinator or supervisor.
8. The following are agreed-upon terms not listed elsewhere in this License (if applicable):

10. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

**Licensee hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to provide for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Licensee's program(s), Licensee, and all officers, employees, agents, and subcontractors of Licensee who may perform work for Licensee under the terms of this license, 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"),**

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
SERVICE PROVIDER LICENSE**

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including, but not limited to, Claims for injury to person or property, arising out of or related to Licensee'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 License 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.

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

Licensee 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. Licensee understands that it is its responsibility to inform its subcontractors of the law and their role as it pertains to them and will verify same in writing to City officials. Licensee shall be required to have any and all individuals performing services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "C" prior to their performance of any services pursuant to this License.

PROGRAM DATES: \_\_\_\_\_

(remainder of the page intentionally left blank)

(signatures to follow)

**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES  
SERVICE PROVIDER LICENSE**

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THE UNDERSIGNED LICENSEE HEREBY AGREES TO PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS REQUIRED HEREUNDER.

**LICENSEE SIGNATURE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE INFORMATION:**

Legal Business or Licensee Name:

(NOTE: Must Match Filed Name with Georgia Secretary of State if Business and **NOT** Sole Proprietor.)

Licensee Address:

SS # or Employee ID#:

Contact Information:

Primary Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**CITY OF ALPHARETTA, GEORGIA**

By: \_\_\_\_\_

Morgan Rodgers, Director of Recreation, Parks and  
Cultural Services Department

**EXHIBIT A**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**LICENSEE SERVICES**

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**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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1. Licensee is an independent contractor and not an employee, agent, joint venture, or partner of the City. Licensee shall have no authority to contract for or bind City in any manner. Licensee shall have and maintain the responsibility for and control of the rendition of the services, the discipline of its employees, and other matters incident to the performance of the services (services, duties and responsibilities as described and contemplated herein). Neither Licensee nor any of its employees, agents, or subcontractors, shall be considered an “employee” of the City during the performance of this License (the term “employee” shall have the same meaning as provided in IRS Publication No. 15 (2023) (Circular E), as may be amended.
2. Family discounts given to participants, if any, will be absorbed by the Licensee. City of Alpharetta employee discounts and program scholarships, if any, will be absorbed by the City.
3. Pre-registration, registration and registration fee collection will be performed ONLY by the City.
4. Supply/material fee, if applicable, will be mutually agreed upon by the City and Licensee, and will be collected by the Licensee. 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. Licensee is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Licensee must refund any unused supply fees to the participants no later than the last day of the session.
5. The Licensee is responsible for the supervision, direction, and control of any and all Service providers, including handling complaints pertaining to Service providers and disciplining Service providers. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this License shall be the obligation of Licensee and not the City.
6. Licensee and subcontractors 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 performing services. 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.
7. Licensee, and its employees, agents, and subcontractors (including paid or volunteer/unpaid subcontractors) shall comply with the following:
  - a. Compliance with All Laws. The Licensee shall, in the performance of lead artist 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 Licensee subjects subcontractors to the same provision.
  - b. Equal Employment Opportunity; Non-Discrimination. The Licensee agrees that the hiring of persons to perform the services 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, genetic information, or national origin by the persons performing the contract. In performing the services required under this License, the Licensee shall not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, genetic information, or national origin and shall further ensure that Licensee’s agents and/or subcontractors



**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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comply with same. Licensee, 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, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, genetic information, or national origin 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.** Licensee 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 License, Licensee certifies that:
  - i. a drug-free workplace will be provided for the Licensee's employees during the performance of this Agreement; and
  - ii. each subcontractor hired by Licensee shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
  - iii. Licensee, 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 License.
- d. **Best Interests of City.** Neither Licensee nor any of its officers, employees, agents, or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Licensee's loyal and conscientious exercise of judgment related to its performance under this License.
- e. **Conflict of Interest.** The Licensee represents that it has not, within two (2) years preceding the execution of this License, 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 Licensee 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 Licensee's response to the City's RFB, if applicable. Neither Licensee 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. Licensee shall not collude with other City contract providers regarding City business or matters. Licensee shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Administrator, which approval may be withheld at the City Administrator's sole discretion. Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this License, and that it has not paid or agreed to pay any person, company, Licensee, individual or firm, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this License. For the breach or violation of this provision, the City shall have the right to terminate the License 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 Licensee's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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

1. The Licensee shall provide to the City a written description of the License policies and procedures to safeguard confidential information; and
  2. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and
  3. The Licensee must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Licensee in connection with the performance of the License.
8. Licensee will incur all additional subcontractor costs and is responsible for working out payment agreements with its subcontractors. Licensee assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional subcontractors.
  9. Licensee is responsible for set up and removal of all supplies (i.e., tables, chairs, etc.). Licensee is expected to allow ample time for set up and clean up and arrive at the location prepared to provide services. Licensee is expected to assist in maintenance of the facility as it related to services (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess\*; etc.). General routine maintenance of facility is performed by the City.
  10. Licensee is responsible for the proper disposal of all trash that it may leave, or which may be left by program participants. For birthday parties, Licensee 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.
  11. City does not guarantee storage for Licensee's supplies. Subject to the City's approval, which may be withheld at the City's sole discretion, Licensee 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.

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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12. Licensee is responsible for any damages to City property caused by Licensee and/or subcontractors due to negligence or improper use of City owned property or equipment as it related to services.
13. Licensee is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Licensee.
14. Licensee 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 Licensee as deemed appropriate.
15. Licensee, its officers, employees, agents, and subcontractors, including any and all subcontractors, 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.
16. This License may be immediately revoked by the City without prior notice if the Licensee fails to satisfactorily meet any of the terms of the License.
17. This License may be immediately revoked by the City without prior notice if the Licensee engages in activities and/or conduct unbecoming to the City.
18. This License may be cancelled by either party without cause provided that sixty (60) days written notice is given.
19. 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 Licensee registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Licensee will become part of the License Documents.

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

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

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

Subcontractors shall not enter into any contract with the Licensee 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 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

**EXHIBIT B**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**GENERAL TERMS AND CONDITIONS**

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registration, corporate administrator registration, and designated agent registration can be found at that website address.

- b. Licensee, Subcontractor, and Sub-subcontractor Evidence of Compliance:
- (i) Licensee providing the physical performance of services under this License 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 Licensee employs or contracts with a subcontractor in connection with the covered contract, the Licensee 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 "C," 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 Licensee /subcontractor agreement. Further, it shall be the duty of the Licensee 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 Licensee 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 Licensee 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 Licensee.
  - (iv) In lieu of the affidavit required by this Section, if Licensee, 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 License (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the License 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. Licensee 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.

**EXHIBIT C**  
**CITY OF ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES**  
**LIABILITY WAIVER & RELEASE FORM FOR SUBCONTRACTORS**

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

**WAIVER OF LIABILITY AND INDEMNIFICATION.**

Licensee hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to provide for the City of Alpharetta. In consideration of the City of Alpharetta providing permission to use City facilities and resources to conduct Licensee's program(s), Licensee, and all officers, employees, agents, and subcontractors of Licensee who may perform work for Licensee 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 Licensee'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. Licensee hereby gives the City of Alpharetta permission to take photographs of Licensee or photographs in which Licensee may be involved with others without compensation to Licensee. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media. Licensee 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. Licensee understands that it is its responsibility to inform its subcontractors of the law and their role as it pertains to them and will verify same in writing to City officials.

**LICENSEE SIGNATURE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name (If Differs from Licensee): \_\_\_\_\_

Program: \_\_\_\_\_



## **AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM**

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

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

\_\_\_\_\_  
Federal Work Authorization (E-Verify) User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 202\_\_ 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 \_\_\_\_\_,  
202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_