CITY COUNCIL MEETING & PUBLIC HEARING
MARCH 2, 2026

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Presentation: Welcoming New Alpharetta High School Head Football Coach

B. Proclamation: Arbor Day 2026

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 02/23/2026)
Consideration and approval of the City Council meeting minutes from the meeting of February 23, 2026.

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. Z-25-14/V-25-31 10235 Waters Road
Consideration of a rezoning and variance to allow for the subdivision of a 0.841-acre property into 2 'For-Sale' single-family detached lots. A rezoning is requested from CUP (Community Unit Plan) to R-15 (Dwelling, 'For-Sale', Residential) and variances are requested to Unified Development Code (UDC) Subsection 2.2.5(D) to reduce the front and rear setbacks. The property is located at 10235 Waters Road and is legally described as being located in Land Lot 58, 1st District, 1st Section, Fulton County, Georgia.

C. The following items have been deferred or withdrawn and will not be considered during this meeting:

1. CLUP-25-05/Z-25-18/V-25-32 McKinley Homes/Morris Road
DEFERRED: This request was deferred by the applicant to the March 23, 2026 City Council meeting and will not be considered at this meeting.
Consideration of a comprehensive land use plan amendment, rezoning and variances to allow for the construction of 110 'Dwelling, 'For-Sale' Attached' condominiums on a 15-acre property, which includes 2 existing office buildings that will remain. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Mixed Use' and a rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). A variance is requested to Unified Development Code (UDC) Subsection 2.2.20(B) to reduce the minimum lot size and reduce the minimum amount of commercial use in the MU zoning district. The property is located at 12725 & 12735 Morris Road and is legally described as being located in Land Lot 1118, 2nd District, 2nd Section, Fulton County, Georgia.

2. MP-26-04/CLUP-26-02/Z-26-02/CU-26-02 Moon Valley/Regent Partners MP
WITHDRAWN: This request has been withdrawn by the applicant and will not be considered at this meeting.
Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and conditional use to allow a 'Greenhouse, Nursery' for Moon Valley. A master plan amendment is requested to the Regent Partners Master Plan to add 'Greenhouse, Nursery' as a conditional use. A

comprehensive land use plan amendment is requested from 'Corporate Office' to 'Commercial' and a rezoning is requested from O-I (Office-Institutional) to C-2 (General Commercial) and a conditional use is requested to allow 'Greenhouse, Nursery' for Moon Valley. The property is located at and is legally described as being located in Land Lots 753, 754, 797 & 798, 1st District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. Purchase Approval: Annual Workstation Equipment Replacement
Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of $140,000.00, and with authorization for the Mayor to execute all necessary documents.

B. Change Order to Request For Proposal 25-1003: Fire Station 81 Construction Manager at Risk - Construction Services and Change Order to Request For Proposals 23-117: Jericho Design Group, LLC for Fire Station 81
Consideration of approval of Change Order 1 associated with Request for Proposal 25-1003 to Ajax Building Company, LLC for an amount of $3,048,937.00 for construction services associated with a Construction Manager at Risk delivery method for an addition and enhancements at Fire Station 81 and award change order number 2 to Jericho Design Group, LLC in amount of $65,000 for related construction administrative services, and with authorization for the Mayor to execute all necessary documents.

8. WORK SESSION ITEMS

A. TSPLOST III Project List
Discussion regarding the TSPLOST III Project List.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT

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

"ARBOR DAY 2026"

WHEREAS: The first Arbor Day was celebrated in 1872 in Nebraska as a special day for planting trees and has grown to thousands of celebrations in communities across our nation each year; and

WHEREAS: Trees will be planted across the United States creating a lasting legacy for future generations, and where planted may that area be a source of joy and spiritual renewal; and

WHEREAS: Trees improve water quality, reduce the erosion of precious topsoil, increase property values and economic vitality in business areas, provide shade, cleanse the air, create habitats for wildlife, and add beauty to communities; and

WHEREAS: Trees promote outdoor recreation which improves human health and well-being and reduces "Nature Deficit Disorder" in children by encouraging more activity and connection to the natural world; and

WHEREAS: All of Alpharetta benefits from trees and urban forestry, which contributes to the local economy and enjoyment of the outdoors.

NOW THEREFORE: We, the Mayor and City Council of the City of Alpharetta, do hereby proclaim March 11, 2026 as "Arbor Day" in the City of Alpharetta and urge all citizens to plant trees to promote the well-being of present and future generations; and thus support the City's Beautification and Forestry Program for years to come.

SO PROCLAIMED: This 2nd day of March 2026, by the Mayor and City Council of the City of Alpharetta, Georgia.

_____

Jim Gilvin
Mayor of the City of Alpharetta

_____

Lauren Shapiro
City Clerk for the City of Alpharetta

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: March 2, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 02/23/2026)
Consideration and approval of the City Council meeting minutes from the meeting of February 23, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the February 23, 2026 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on February 23, 2026 at 6:30 pm.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 2.23.2026

City Council Meeting & Public Hearing
FEBRUARY 23, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

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

1. **CALL TO ORDER**

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.

- 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
  - T. Kirk Driskell
  - Katie Reeves
  - Douglas J. DeRito
  - John Hipes
  - Fergal M. Brady
- **Staff**
  - Chris Lagerbloom, City Administrator
  - John Robison, Assistant City Administrator
  - Molly Esswein, City Attorney
  - Lauren Shapiro, City Clerk
  - Adam Montgomery, Director of Information Technology
  - Brad Denkinger, Fire Chief
  - Charlie Jewell, Director of Economic Development
  - Kathi Cook, Director of Community Development
  - Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
  - Pete Sewczwicz, Director of Public Works
  - Tom Harris, Director of Finance

- Trent Lindgren, Police Chief
- Amanda Musilli, Community Services Manager
- Deanna McKay, Public Communication & Engagement Coordinator
- George Doyle, GIS Planner
- Michael Woodman, Planning and Development Services Manager

3. **PLEDGE TO THE FLAG**

4. **PRESENTATIONS & PROCLAMATIONS**

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

- Mayor Gilvin presented a proclamation to the Alpharetta All-Star Georgia State Championship Baseball Teams to congratulate the teams on well-earned success.

B. Presentation: Cambridge High School AG Business Students

- Alex Lipsky, Tate Bryant, Peyton Runkle, students from the Cambridge High School AG Business Program, presented the success of their program and season working at Old Rucker Farm.

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

- Jillian Porter Willis from the Atlanta Regional Commission came forward to present the Great Places Award to the City for Old Rucker Farm.

D. Presentation: SR 400 Express Lanes Project

- Beau Quarles (SR 400 Express Lanes Project Manager) and Javier Gutierrez (SR 400 Peach Partners) presented an update regarding the upcoming GA400 roadway improvements.

CITY COUNCIL DISCUSSION

- Council Member DeRito asked why this project is being proposed and asked about the plans to replenish landscaping and trees on both sides of Georgia 400.
- Council Member Reeves asked about timelines of additional projects (Tradewinds and Webb Bridge Road Bridge Replacement).
- Council Member Brady asked about communication and notices regarding this project.
- Council Member Hipes asked for City Council and leadership to be included in potential negotiations regarding this project, especially as it relates to aesthetics, landscaping, and sound barriers.

5. **CONSENT AGENDA**

A. City Council Planning Retreat Day #1 Minutes (Meeting of 1/16/2026)

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

B. City Council Planning Retreat Day #2 Minutes (Meeting of 1/17/2026)

Consideration and approval of the City Council Planning Retreat Day #2 minutes from the meeting of January 17, 2026.

C. Premises Usage Agreement: Alpharetta Town Commons and the City of City Council Meeting Minutes (Meeting of 1/28/2026)

Consideration and approval of the City Council meeting minutes from the meeting of January 28, 2026.

D. City Council Meeting Minutes (Meeting of 2/2/2026)

Consideration of approval of the City Council meeting minutes from the meeting of February 2, 2026.

E. Warranty Deed and Trail Easement Dedication: 306 Thompson Street

Consideration of approval of acceptance of a trail easement and right-of-way warranty deed associated with the 306 Thompson Street Development.

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

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

PUBLIC COMMENTS:

- There were no public comments.

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

- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0; as Council Member Driskell was out of the room during the time this vote was cast).

6. **PUBLIC HEARING**

A. Announcement of Public Hearing Procedures

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

B. MP-26-02 Lakeview Park MP/Traton Homes

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

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, TPA Group, requests a master plan amendment in order to exchange 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' townhomes on a 6.46-acre site in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview

Park Master Plan to allow for the proposed change in development mix. The property is located at 0 Lakeview Parkway, at the southeast corner of Lakeview Parkway and Lake Street.

- This item was considered at the February 5, 2026 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 7-0.

- Staff recommends that Mayor and Council approve MP-26-02 Traton Homes/Lakeview Park MP, subject to the following conditions:

    1. The following conditions shall replace conditions #3a (office) and #3c (For-Sale Residential) related to File # MP-19-07/Z-19-04/CU-19-09 TPA Group / 360 Tech Village:

        a. 3a. Office – Maximum of 430,080 square feet. Building height shall be limited as depicted on the site plan prepared by Nelson, revised 12/6/2019.

        b. 3c. 'For-Sale' Residential – Up to 87 townhome units and 25 single-family detached homes shall be permitted with a height not to exceed 3-stories. No more than 10% of homes and townhomes shall be permitted to be rented, as recorded in the development covenants.

    2. The 6.46-acre site shall be developed substantially similar to the site plan prepared by PEC, revised 1/8/26, except for modifications required to comply with the conditions below and subject to meeting all City code requirements and conditions of zoning. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

    3. Architectural style and materials of townhome buildings and homes shall be substantially similar to submitted renderings prepared by Caldwell Cline, as approved by Staff. Townhomes and homes shall have 4-sided architecture, materials and details, as approved by Staff. Townhome buildings shall have chimneys on each end of the building and minimum 50% of detached homes shall have chimneys.

    4. The side of Lots 1, 11, 12, 19, 20, 29, 30, 38, 39, and 52 that directly abut a street shall be heavily landscaped, as approved by Staff.

    5. Subdivision shall not be gated.

    6. EcoDistrict measures shall be incorporated into the 6.46-acre subdivision, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.

    7. Minimum 1.3 acres of open space, as depicted on the site plan prepared by PEC, revised 1/8/26, shall be improved within the development, including decorative hardscape, landscape, amenities, and unique EcoDistrict sculpture. EcoDistrict sculpture shall require approval by the Cultural Arts Commission. Hardscape, landscape and sculpture shall be maintained by the HOA.

    8. Green stormwater design techniques shall be utilized to address runoff reduction, as approved by Staff.

9. Privacy fences and unfinished wood decks shall not be visible from the right-of-way.

10. Townhomes and homes shall have connectivity to the public sidewalk system.

11. Developer shall complete the streetscape along the western portion of Lake Street adjacent to the 6.46-acre site, which shall include planter, sidewalk, on-street parking, as approved by Staff. 15 on-street parking spaces shall be designated for Alpha Loop access and shall include signage, as approved by Staff.

12. New internal streets (where sidewalk is depicted adjacent to the street) shall be developed with a minimum 6' planter planted with street trees and minimum 5' sidewalk, as approved by Staff. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA. Development and street names shall be representative of the North Point EcoDistrict.

13. Landscape strips shall be exclusive of utilities and easements, except that if Fulton County requires an unencumbered easement shrubs shall replace tree requirements on one side of the street.

14. Developer shall plant bare areas of the 20' landscape strip along Lakeview Parkway with trees and shrubs, as approved by Staff.

15. Pedestrian amenities including sidewalks, lighting, and benches shall be included within the development.

16. Cul-de-sac/turnaround near the mail kiosk shall meet the turning requirements of a fire apparatus, as approved by the Fire Marshal.

17. Developer shall be responsible for the maintenance of the sidewalk along Lakeview Parkway

- The submitted request, if approved, will allow for an exchange of 200,000 square feet of office for 25 'For-Sale' single-family detached homes and 27 'For-Sale' townhomes on a 6.46-acre site in the Lakeview Park Master Plan. A master plan amendment is requested to the Lakeview Park Master Plan to allow for the proposed change in development mix. The property is located at 0 Lakeview Parkway, at the southeast corner of Lakeview Parkway and Lake Street.

- The subject property is zoned MU (Mixed Use) and subject to the Lakeview Park Master Plan and is located in the North Point Overlay. Surrounding properties are zoned O-I (Office-Institutional) to the north and east and LI (Light Industrial) to the west. The property is bound by Lakeview Parkway and Morrison Parkway to the north, Georgia 400 to the south and Haynes Bridge Road to the east. The comprehensive land use plan designation of the property is Mixed Use, which supports the proposed development mix.

- The submitted site plan depicts 27 'For-Sale' townhome units and 25 'For-Sale' single-family detached homes on a 6.46-acre parcel in the Lakeview Park mixed-use development. The 25 detached homes have frontage along Lake Street with the townhomes situated in the center of the development, as well as two (2) townhome buildings along a short section of Lake Street connecting to Lakeview Parkway. Townhomes and homes are depicted to be three (3) stories, approximately 22' wide with rear entry

garages. Detached lots have a minimum lot width of 32', average lot size of 3,100 square feet and minimum lot size of 2,500 square feet. All units have access from a private alley which will be maintained by the HOA. Homes and townhomes have a 35' setback on Lake Street and 65' setback on Lakeview Parkway. Five-foot (5') sidewalks are depicted throughout the development.

- Unified Development Code (UDC) Parking regulations and North Point Overlay require 105 parking spaces for the 27 townhomes (81 spaces) and 25 detached homes (50 spaces). The North Point Overlay requires a twenty percent (20%) reduction in parking for all uses. Each townhome and home will accommodate two (2) side-by-side parking spaces in a garage, as well as two (2) spaces on a code-compliant driveway, for a total of 208 parking spaces. In addition, 24 guest parking spaces are depicted within the development.

- The Lakeview Park Master Plan includes 32.3 acres of open space, which exceeds the City's minimum requirements in the MU zoning district and North Point Overlay. The proposed residential subdivision includes approximately 1.3 acres of amenity space for the future residents of the community, which exceeds the minimum fifteen percent (15%), or 0.97 acres, required in the North Point Overlay. The site plan depicts linear open space along Lakeview Parkway and Lake Street with a community amenity area located at the center of the development.

- The property was previously cleared and graded with the initial installation of infrastructure for the mixed-use development. The only remaining trees on the 6.46-acre parcel are the trees along Lakeview Parkway, which will remain. Stormwater management will be handled through a master stormwater system that supports the mixed-use development.

- Renderings provided by the applicant depict the townhomes and detached homes to be three (3) stories with brick and stone as the primary exterior material, and board and batten mixed accents. All units and homes have porches and/or elevated decks or balconies and dormers are utilized to break up the roofline.

- The applicant provided a trip generation report, which shows that the 27 townhomes and 25 detached homes would generate approximately 35 AM Peak Hour trips and 41 PM Peak Hour trips. As compared to the 200,000 square foot office building, the proposed residential development would result in a reduction of 209 AM Peak Hour trips and reduction of 188 PM Peak Hour trips.

- Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 5 – 33 school age children. Numbers provided by Fulton County Schools show that Northwestern Middle School and Milton High School have enrollments that exceed capacity.

- 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 there were several questions at the CZIM regarding what happens to the office building, will sidewalks remain, for-sale

or for-rent product, square footage and price points, amenities, timing of development, and stormwater.

- The Community Zoning Information Meeting was held on January 14, 2026. There were no public comments on the sign-in sheet.
- Staff has reviewed the applicant's proposal against the review criteria for a master plan amendment. The proposal is suitable given the use and development of adjacent property, which is primarily developed as a mixed-use development. 'For-Sale' residential use is already allowed in the Lakeview Park Master Plan, and the proposed density is below the maximum density permitted in the MU district and less than the density approved with the 2017 master plan amendment on the property. The zoning proposal would bring additional housing to the area, bringing people closer to goods and services and where they work without significant impacts on public facilities and services. In addition, the proposed development mix complies with the minimum use percentages in the MU district.
- Kenneth Wood came forward to present on behalf of the applicant.
- Cliff Poston (Traton Homes)

CITY COUNCIL DISCUSSION:

- Council Member DeRito asked about the quality of homes compared to other homes currently existing in this development.
- Council Member Hipes asked about the status of the unbuilt/development retail area and if they would be open to concurrency with building retail and residential at the same time.
- Council Member Driskell asked about the 3D renderings and materials.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to extend the time for both sides by five minutes.

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

❖ Mayor Pro Tem Merkel offered a motion to defer this item, for decision only, to the April 13, 2026 City Council Meeting (no public hearing).

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

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

1. **MP-26-03/CLUP-26-01/Z-26-01/V-26-02 TPG Brookside West**

   DEFERRED: This request has been deferred to the March 23, 2026 City Council meeting and will not be considered during this meeting.

Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning and variances to allow for the redevelopment of a 5 story, 130,828 square foot office building with 104 'For-Sale' townhomes on 8.77 acres in the Brookside Master Plan. A master plan amendment is requested to the Brookside Master Plan Pod A to allow the proposed development. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested from Unified Development Code (UDC) Subsection 2.2.10(d) to reduce the front setback along Brookside Parkway from 65' to 20' and reduce the minimum dwelling unit width from 20' to 18', UDC Subsection 3.2.8(B)(1)(a) to modify the 50' undisturbed buffer to a 15' planted buffer, and UDC Subsection 2.5.4 to reduce the minimum parking requirements for townhomes. The property is located at 3650 Brookside Parkway and is legally described as being located in Land Lots 43 & 44, 1st District, 1st Section, Fulton County, Georgia.

2. **MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16**

DEFERRED: This request has been deferred by the Planning Commission to the March 23, 2026 City Council meeting and will not be considered during this meeting.

Consideration of a master plan amendment and conditional use to allow an existing building to be re-used for a church. A master plan amendment is requested to the Windward Master Plan Pod 16 to add 'Church, Synagogue' as a conditional use and a conditional use is requested to allow 'Church, Synagogue' for Spirit of God Church. The property is located at 145 Nobel Court and is legally described as being located in Land Lot 1047, 2nd District, 1st Section, Fulton County, Georgia.

3. **Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street**

DEFERRED: This request has been deferred by the applicant to the March 23, 2026 City Council meeting and will not be considered during this meeting.

Consideration of a rezoning and variance to allow for the construction of 9 'For-Sale' single-family dwelling units, including 5 detached homes and 4 semi-detached homes, on 1.12 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a variance is requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3 to modify streetscape requirements along Roswell Street, Marietta Street and Cotton Alley. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

4. **MP-26-04/CLUP-26-02/Z-26-02/CU-26-02 Moon Valley/Regent Partners MP**

WITHDRAWN: This request has been withdrawn by the Applicant and will not be considered during this or a future meeting.

Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and conditional use to allow a 'Greenhouse, Nursery' for Moon Valley. A master plan amendment is requested to the Regent Partners Master Plan to add 'Greenhouse, Nursery' as a conditional

use. A comprehensive land use plan amendment is requested from 'Corporate Office' to 'Commercial' and a rezoning is requested from O-I (Office-Institutional) to C-2 (General Commercial) and a conditional use is requested to allow 'Greenhouse, Nursery' for Moon Valley. The property is located at and is legally described as being located in Land Lots 753, 754, 797 & 798, 1st District, 2nd Section, Fulton County, Georgia.

5. **MP-25-08/CU-25-13/V-25-17 Hanover Windward Park/Windward MP Pod 66**

WITHDRAWN: This request has been withdrawn by the Applicant and will not be considered during this or a future meeting.

Consideration of a master plan amendment, conditional use, and variances to allow 315 'Dwelling, 'For-Rent' units on 47.65 acres in the Windward Park mixed-use development. A master plan amendment is requested to the Windward Master Plan Pod 66 to add 'Dwelling, 'For-Rent', as well as other modifications to the Windward Park mixed-use development. A conditional use is requested to allow 'Dwelling, 'For-Rent'. Variances are requested to Unified Development Code (UDC) Subsection 2.7.0(b)(1) to increase the distance to/from the off-street parking to the residential unit; UDC Subsection 2.7.0(b)(4) to reduce the minimum floor area of required balconies; UDC Subsection 2.7.0(b)(6) to reduce the first floor minimum ceiling height; and UDC Subsection 2.5.1(A) to reduce the 'For-Rent' residential parking requirement. The property is located at 0 North Point Parkway and 0 Dryden Road and is legally described as being located in Land Lots 1112, 1177 & 1188, 2nd District, 2nd Section, Fulton County, Georgia.

7. **NEW BUSINESS**

A. **Resolution: Fleet Maintenance and Replacement Policy for the City of Alpharetta**

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

- Molly Esswein, City attorney read the Resolution title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The proposed Fleet Maintenance and Replacement Policy establishes a citywide framework for managing Alpharetta's vehicle and equipment fleet in a safe, reliable, and cost-effective manner. It applies to all City-owned and operated vehicles across departments and formalizes consistent standards for maintenance, recordkeeping, and lifecycle planning to support uninterrupted delivery of municipal services.
- The policy emphasizes proactive maintenance and accountability by requiring compliance with manufacturer maintenance standards, implementation of preventative maintenance programs, and detailed lifecycle recordkeeping. These practices are intended to extend vehicle life, reduce unplanned downtime, improve safety, and provide reliable data to inform budgeting and replacement decisions. Department Fleet Managers are designated to ensure policy compliance and coordination with Finance.

- To strengthen fiscal stewardship, the policy introduces a Total Cost of Ownership (TCO) framework for evaluating vehicle acquisitions. Rather than relying solely on purchase price, this approach considers fuel usage, maintenance and repair costs, depreciation, resale value, insurance, upfitting, and downtime. Vehicle make and model approvals are centralized through the City Administrator (or designee) to promote standardization, cost control, and long-term efficiency.

- Finally, the policy establishes a structured and transparent vehicle replacement framework tied to the Capital Improvement Plan and annual budget process. Replacement decisions are based on multiple objective criteria—including age, mileage, maintenance costs, reliability, safety, and mission suitability—ensuring that fleet investments are prioritized based on operational need and financial impact. Regular policy review is required to keep standards aligned with best practices, technology, and the City's strategic and financial objectives.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Brady offered a motion to adopt a Resolution for Fleet Maintenance and Replacement Policy for the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

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

B. Grant Agreement Amendment: Community Development Block Grant Program

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

- Director of Finance, Tom Harris, came forward to present this item.

- On June 26, 2023, the Mayor and Council of the City of Alpharetta approved entering into a cooperative agreement for Fulton County's CDBG Program for the federal fiscal years 2024, 2025, and 2026. The agreement allows the City to make an application to Fulton County for the allocation of CDBG funds for eligible programs.

- The grant has been awarded in the amount of $110,000, and this project includes the expansion of ADA-accessible parking capacity, improvement of ADA accessibility facilities and accouterments, and the rehabilitation of parking facilities at the Alpharetta Adult Activity Center. The total cost of the project is estimated to be $257,359.00. The City's matching portion of this project ($147,359.00) will come from the City's annual milling and resurfacing project account.

- In July 2025, the City and Fulton County entered into an Agreement for the Community Development Block Grant Program. With the change in federal administration, the County and City believe that an Amendment to that Agreement needs to be made to reflect the current federal laws, processes, and Executive Orders in place.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Brady offered a motion to approve an Amendment to Community Development Block Grant Program Agreement between Fulton County and City of Alpharetta related to grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot, and with authorization for the Mayor to execute all necessary documents.

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

C. iCan Shine & City of Alpharetta 2026 iCan Bike Host Agreement

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

- Director of Parks, Recreation, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The Recreation, Parks & Cultural Services Department for the City of Alpharetta has always strived to provide exceptional and trending recreational programs for city citizens. Each year, staff evaluates the success of prior programs and monitors the interest of developing sports and recreational activities. This annual assessment ensures program offerings are always in demand and of high quality. Additionally, a key element of the City's vision for recreational programs and activities is "inclusion". Programs and activities should encompass the various demographics of residents and staff works diligently to deliver classes, programs, and events for all ages and abilities.
- The iCan Bike program was initially introduced by the Alpharetta Public Safety Department in partnership with iCan Shine. The weeklong camp, made possible by volunteers comprised of Public Safety and Recreation staff, seeks to empower adaptive children and adults through learning the skill of riding a bike. Each year, the camp experiences approximately 40 "riders" and requires over 100+ volunteers. Riders of varying abilities come from all over to participate in this unique and rare program for ages eight and up, including teens and adults with intellectual and developmental disabilities. Riders are taught that they can do amazing things with a little effort, parents find the camp inclusive and heartwarming, and volunteers can pride themselves on the unforgettable contribution made to the community.
- In the absence of the program's former Public Safety organizer, the Recreation Services Division of the Recreation, Parks & Cultural Services Department took over the program in 2024. This is a natural transition as the division already assists by funding the program via operational funds and registration revenue and provides staffing assistance in preparation for and during the weeklong program.
- Historically, the iCan Bike Program averages a total cost of $20,000 to produce. $11,400 of the $20,000 expenses are for the services provided by iCan Shine to facilitate the program. The remaining $8,600

encompasses the day-to-day operational expenses for the camp (camp supplies, camp t-shirts, etc.). This year, City staff hopes to offset the City cost through the camp's registration fees as well as actively pursuing sponsorship funding. If all 40 "riders" register for the program, $8,000 can be raised in registration revenue and the total out of pocket expense to the City will be $12,000. This will only reduce if additional sponsorship funds are obtained.

- The Department of Recreation, Parks & Cultural Services finds the program indispensable and wishes to take the responsibility of continuing the program to prevent the program's cessation. As such, staff recommends approval of the 2026 iCan Bike Host Agreement between the City of Alpharetta and iCan Shine.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 22-26, 2026, iCan Bike Program, and with authorization for the Mayor to execute all necessary documents.

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

D. Grant Agreement: Arts Alpharetta and Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project

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

- Director of Parks, Recreation, and Cultural Services, Morgan Rodgers, came forward to present this item.

- The Department of Recreation, Parks, and Cultural Services partners with Arts Alpharetta, Inc. to curate outdoor and indoor exhibits throughout the City of Alpharetta. In addition, Arts Alpharetta, Inc. serves as our Public Art Review Committee for developers that are given public art conditions by the Design & Review Board overseen by the Department of Community Development.

- The Outdoor On-Loan Sculpture Exhibit changes names and themes every two years. The first exhibit, installed 2018 was titled Miscellany, the second exhibit was Omnium Gatherum, and the third, which is currently on display, is Medley.

- The Alpharetta Convention & Visitors Bureau, the City of Alpharetta, and Arts Alpharetta, Inc. partner on a Downtown Alpharetta Arts Walking Tour Brochure for the community that includes the outdoor on-loan sculptures as well as permanent sculptures that is available in print and online. In addition, the City's public art is also available on the City's website via a GIS Public Art Map. This allows the public to follow along online to experience City-owned and privately owned public art pieces throughout Alpharetta. The outdoor on-loan program is updated on the GIS Public Art Map with each new exhibit.

- Due to the challenges presented from the COVID pandemic, the outdoor on-loan exhibit was scaled back to include only (5) sculptures stationed in Brooke Street Park, Goswick Park, and Wills Park. To date, the exhibit's remaining 2–5 sculptures in sections of Downtown Alpharetta and along the Alpha Loop (at Thompson Street) have designated locations but remain unfunded.

- In 2018, the first agreement with Arts Alpharetta, Inc. was approved for $85,000 to install all sculptures for the exhibit and was intended to be an annual agreement. The recurrence of a yearly project proved too frequent and not sustainable for Arts Alpharetta, Inc. and in 2020, the agreement was revised to a bi-yearly agreement, resulting in a division of the expense across two fiscal years. By 2021, the initiative was scaled back on account of available funding and has yet to receive the funding needed to bring the exhibit back to its original footprint.

- The Bi-Yearly Outdoor On-Loan Agreement outlines a total expense of $90,000 for the exhibit in the hopes of finally installing all the sculptures planned for the initiative. $68,660 in available funding currently exists in the Department's capital funds allocated for the initiative. and is earmarked as follows:

- As mentioned above, the Department is currently requesting $45,000 in Fiscal Year 2027 capital funding to fully realize the outdoor on-loan program under the new agreement. Payments would be made in (3) installations as per the agreement and in alignment with fiscal year appropriations.

- If the new outdoor on-loan agreement is approved, Dazzle and Discord will be a collection of sculptures that celebrate imagination, inspire visual delight, exciting yet unpredictable…generating a joyful but surprise us as we walk about town. Musically, discord is defined as an effect "to create a feeling of surprise."

- The agreement would be valid for a period of (2) years.

- Staff is in favor of the City's agreement with Arts Alpharetta, Inc. for the bi-yearly outdoor on-loan exhibit. The agreement supports the City's vision of promoting and supporting arts and culture through public art. In addition, art on-loan programs promote transitional art in the City's outdoor environment intentionally offering new and beautiful art walk opportunities for Alpharetta's vibrant community while also providing the Alpharetta Convention & Visitors Bureau with yet another avenue to promote visitation and tourism.

- Lastly, Staff recommends the services provided by Arts Alpharetta, Inc. which provides turn-key service for all aspects of the project. Services include all correspondence with artists (ranging from the online call for artists to rental agreements and payments), curation, installation, and deinstallation of the art, and marketing.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve a grant agreement between the City of Alpharetta and Arts Alpharetta for the creation and implementation of the Bi-Yearly Outdoor Sculpture Exhibit / Art On-Loan Project, and with authorization for the Mayor to execute all necessary documents.

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

E. Ordinance: Fiscal Year 2026 Budget Amendment

SECOND READING

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

- Molly Esswein, City attorney read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year (FY) 2026 Budget Amendment amends the base budget, as adopted by the City Council, including subsequent amendments, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.
- Initiatives are discussed in detail within the attached FY 2026 Mid-Year Budget Requests (Exhibit A). The Amendment is substantially similar to what was presented by staff at the 2026 City Council Retreat; the only changes related to the updating of certain beginning budgetary balances to match those values contained in the Financial Management Reports for the period ending December 31, 2025.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Brady offered a motion to adopt an Ordinance for Fiscal Year 2026 Budget Amendment for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the items of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available, and with authorization for the Mayor to execute all necessary documents.

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

F. Contract Approval: Alpharetta Strategic Plan

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

- City Administrator, Chris Lagerbloom, came forward to present this item.
- The Mayor, City Council, and Staff Leadership Team held its annual retreat on January 16 and 17, 2026. During the retreat, there was discussion of creating a strategic plan to help guide the city in decision-

making and priority setting over the next five to ten years, especially as it sets priorities, develops budgets, and make other decisions about infrastructure, development, and municipal investments.

- The Carl Vinson Institute of Government, through the University of Georgia, offers design and facilitation services necessary to develop a strategic plan for local governments. CVIOG experts will meet with staff to refine strategies and define measures that will be used to track progress and success in the plan. The strategic plan will be composed of three phases: pre-planning, retreats, and report and implementation.

- The initial investment for the three phases is $23,281.00. If approved, staff will work with the finance director to identify funding. It may come from various accounts based on current spending trends, but will be a general fund expense.

- If the proposed Memorandum of Agreement is approved, kick off will begin in late March/early April 2026, with a goal of finalizing the strategic plan before September 1, 2026.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Reeves offered a motion to approve a Memorandum of Agreement between the City of Alpharetta and The University of Georgia Research Foundation, Inc. for the purposes of the Carl Vinson Institute of Government to prepare a Strategic Plan for the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

  - Council Member Brady seconded the motion.

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

G. Resolution: Appointment of Hearing Examiner for Alcohol License Hearings

Consideration of adoption of a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings.

- City Clerk, Lauren Shapiro, came forward to present this item.

- Section 4.29 of the Code of the City of Alpharetta allows the City Clerk to request the City Council appoint a hearing examiner to hold hearings and make findings and determinations as it relates to alcoholic beverage license hearings. When appointed, a hearing examiner will perform the duties of the City Clerk under Section 4.28 and 4.29 of the Code. The City Clerk requests that Jamie Bendall be appointed as hearing examiner for alcohol beverage license hearings through June 30, 2026.

PUBLIC COMMENTS:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve a resolution appointing a hearing examiner for the purpose of alcoholic beverage license hearings, and with authorization for the Mayor to execute all necessary documents.

  - Council Member DeRito seconded the motion.

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

8. **PUBLIC COMMENT**

- Matt Peter (545 Barnesley Lane, Alpharetta, GA 30022) came forward to speak regarding the City Code, specifically the noise ordinance.
- Nasim Rezvanpour (12330 Clairemonte Avenue, Alpharetta, GA 30009) came forward to speak about the sound of pickleball courts within her neighborhood (Clairemonte).
- Beth Schellhous (345 Tividale Court, Alpharetta, GA 30022) came forward to speak about the sound and disruption of pickleball courts behind her home.
- Matt Christensen (550 Ebley Place, Alpharetta, GA 30022) came forward to speak about the sound of pickleball heard from within his home.
- Camie Christensen (550 Ebley Place, Alpharetta, GA 30022) came forward to speak about noise nuisance of pickleball and City zoning.

9. **REPORTS**

- There were no reports.

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

- There was not an executive session.

11. **ADJOURNMENT**

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

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

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:57 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Department: Legal
Submitted By:
Meeting Date: March 2, 2026

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: March 2, 2026

AGENDA ITEM: Z-25-14/V-25-31 BRKT PROPERTIES/10235 WATERS ROAD

The applicant, Barry Dunlop, is requesting a rezoning and variance in order to subdivide a 0.84-acre property into two (2) 'For-Sale' single-family detached lots. A rezoning is requested from CUP (Community Unit Plan) to R-15 (Dwelling, 'For-Sale' Residential) and a variance is requested to reduce front setbacks. The subject property is located at 10235 Waters Road near the northeast corner of Waters Road and Jones Bridge Road.

The request was considered at the November 6, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 7-0.

City Council considered the request at their November 17, 2025 meeting. There were no public comments. After discussion, City Council deferred the request to the January 26, 2026 City Council meeting and requested that the applicant provide information on the rear yard trees, as well as a site plan depicting the actual footprints of the homes.

The applicant provided a site plan depicting the desired home footprints at the requested reduced front setback but did not provide a site plan depicting the desired home footprints without the reduced front setback on Lot 1. The applicant also provided a tree report which states that the specimen Water Oak in the front yard, as well as the rear yard trees are in good health. According to the report, there is no discernable advantage to saving the rear yard trees versus the front yard specimen Water Oak. If approval is considered for the front setback variance on both lots, the site plan date in conditions #1 and 8 should be changed to 9/24/25 and the term 'alternate' should be removed. Also, the building setbacks in condition #4 should be changed to: Front – 65', Side – 10', and Rear – 35'.

PLANNING COMMISSION RECOMMENDATION:

Approve Z-25-14/V-25-31 BRKT PROPERTIES/10235 Waters Road, subject to the following conditions:

1. The site, consisting of approximately 0.84 acres, shall be rezoned to R-15 and developed substantially similar to the alternate site plan prepared by Paradigm, dated 9/23/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. Home elevation style, exterior materials and details shall be similar to the submitted renderings, labeled Exhibit A – Rendering, with final approval by Staff. Primary exterior materials shall be brick and/or stone. Homes shall have 3-sided (front and sides) architecture, materials and details, as approved by Staff.
3. Homes shall be side loaded, and each lot shall be permitted a curb cut on Waters Road.
4. Building setbacks shall be: Front (Waters Road) - 50' for Lot 2 and 65' for Lot 1, Side - 10' (both Lots), and Rear - 35' for Lot 2 and 25' for Lot 1.
5. Developer shall improve Waters Road streetscape with a minimum 6' planter planted with street trees and minimum 6' sidewalk, as approved by Staff.
6. Minimum 10' decorative landscape strip shall be provided along Waters Road, consisting of a mix of trees and shrubs, as approved by Staff.
7. Developer shall plant a mix of evergreen and deciduous trees in the perimeter 5' landscape strips.

8. Trees shall be saved as depicted on the alternate site plan prepared by Paradigm, dated 9/23/25. Tree saves shall be consistent with the submitted Tree Save Inventory, if trees are in good/fair condition, as approved by Staff.
9. Unfinished wood fences and decks shall not be visible from Waters Road.

ITEM DESCRIPTION:

The submitted request, if approved, will allow for the construction of two (2) 'For-Sale' single-family detached lots on approximately 0.84 acres. The proposed density is 2.38 dwelling units per acre. A rezoning is requested from CUP (Community Unit Plan) to R-15 (Dwelling, 'For-Sale' Residential) and a variance is requested to reduce front setbacks. The subject property is located at 10235 Waters Road near the northeast corner of Waters Road and Jones Bridge Road.

The undeveloped property appears to have been previously developed with a single-family detached home that has since been removed. In conjunction with the adjacent subdivision Waters Cove, the subject property was rezoned in Fulton County and later annexed into the City of Alpharetta. The developer of Waters Cove used the allocated density within that subdivision, limiting the subject property to one (1) single-family lot. Surrounding properties are zoned CUP. Akunna Court is under construction and located to the northwest, Waters Cove is located to the north and east, Wrights Mill Common is located to the west, and City of Johns Creek is located to the south. The comprehensive land use plan designation of the property is 'Medium Density Residential', which supports the applicant's proposal.

Unified Development Code (UDC) Subsection 2.2.5 (D) requires a 65' front setback along Waters Road in the R-15 zoning district. The applicant requests a variance to reduce the front setback along Waters Road to 50'. The applicant states that the triangular shape and topography of the property creates a hardship and the requested front setback variance would allow for tree saves in the rear yards. The applicant proposes to offset the front setback variance by increasing the rear setback from 25' to 35', which supports additional tree saves. As shown in the table below, nearby subdivisions have setbacks along Waters Road that are similar or less than the applicant's requested 50' front setback.

Setbacks along Waters Road

Subdivision	Waters Road Setback
10355 Waters Road	50' (variance approval in 2023)
Akunna Court	35'
Hampshire Manor	35'
Milton Park	20' (side corner)
Lauren Hall	20' (side corner)

SITE PLAN

The submitted site plan depicts the 0.84-acre property being subdivided into two (2) single-family detached lots. Lot 1 is 18,775 square feet with 100' of frontage and Lot 2 is 17,902 square feet with 138' of frontage. Homes are oriented to Waters Road and each lot will have access from a new driveway off Waters Road. Garages are depicted to be side loaded. Lots are depicted with a 50' front setback along Waters Road, ten-foot (10') side setbacks and 35' rear setback. A ten-foot (10') landscape strip is required along Waters Road and five-foot (5') landscape strips are required around the perimeter of the 0.84-acre property.

The applicant submitted a tree survey and assessment which identifies four (4) specimen trees on the property, of which none are proposed to be saved on the applicant's proposed site plan. There are several trees depicted to be saved in the front, side and rear yards, with the largest number of tree saves located in the rear yards. The applicant provided an inventory of tree saves for each lot, with Lot 1 having fourteen (14) tree saves totaling 144 caliper inches and Lot 2 having nine (9) tree saves totaling 116 caliper inches. The applicant provided an alternate site plan depicting Lot 1 with a 65' front setback and tree saves in the front yard.

The applicant provided an example rendering of the type of home to be constructed on the two (2) lots. The rendering depicts a two (2) story home in the modern farmhouse style with a Tudor Eclectic influence. The primary exterior material is brick.

TRAFFIC

The proposed project, consisting of two (2) single-family detached homes, would generate approximately two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. However, Fulton County Schools does not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools should be negligible with the proposed development.

STANDARDS FOR ZONING CHANGES

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

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

Response: The zoning proposal would be suitable as it relates to the use and development of adjacent or nearby properties. The R-15 zoning district would result in lots that are similar in size to surrounding lots.

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

Response: The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties. The R-15 zoning district would result in lots that are similar in size to surrounding lots.

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

Response: The applicant's proposal should not have significant impacts on the natural environment. A specimen tree and several trees of quality and tree groupings are being saved on the proposed site plan. If approved, it is recommended that additional trees be saved in the front yard of Lot 1, which is reflected on the applicant's alternate site plan.

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

Response: The future land use designation of the property supports a rezoning to R-15, allowing the property to be subdivided into two (2) lots. The proposed density, 2.38 dwelling units per acre, is much less than the maximum of four (4) dwelling units per acre permitted under the 'Medium Density Residential' future land use designation of the property.

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

Response: The applicant's proposal would not have a significant demand on public facilities and services. The request limits the demand on public facilities and services by proposing a density (2.38 dwelling units/acre) that is less than the maximum four (4) dwelling units per acre allowed under the future land use designation of the property.

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

Response: Not applicable.

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

Response: The zoning proposal reflects a reasonable balance and is supported by the future land use designation of the property, which is 'Medium Density Residential'.

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

Response: The future land use designation of the property supports a rezoning to R-15, allowing the property to be subdivided into two (2) lots. The proposed density, 2.38 dwelling units per acre, is much less than the maximum of four (4) dwelling units per acre permitted under the 'Medium Density Residential' future land use designation of the property.

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

Response: The comprehensive land use plan designation of the property is 'Medium Density Residential', which supports the applicant's proposal.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted upon a finding that":

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

Response: The property has exceptional conditions related to its unusual shape. The proposed front setback is consistent with setbacks along Waters Road and the front setback variance is offset with an increased 35' rear setback allowing for additional tree saves.

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

Response: The application of the Ordinance would create an unnecessary hardship. A 65' front setback would not help save trees in the front yard and would result in additional tree removals in the rear yards.

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

Response: The property has exceptional conditions related to its unusual shape. The proposed front setback is consistent with setbacks along Waters Road and the front setback variance is offset with an increased 35' rear setback allowing for additional tree saves. If approved, Lot 2 should have a reduced 50' front setback and 35' rear setback, and Lot 1 should have the required 65' front setback and 25' rear setback to allow for additional tree saves in the front yard.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The proposal is supported by the future land use designation of the property, which is 'Medium Density Residential'. The requested rezoning is appropriate as it relates to the use and development of adjacent or nearby properties. The R-15 zoning district would result in lots that are similar to surrounding subdivisions. If approved, it is recommended that additional trees be saved in the front yard of Lot 1, which is reflected on the applicant's alternate site plan.

The property has exceptional and peculiar conditions related to its unusual shape and the application of the Ordinance would create an unnecessary hardship. The proposed front setback is consistent with setbacks along Waters Road and the front setback variance is offset with an increased 35' rear setback allowing for additional tree saves. If approved, Lot 2 should have a reduced 50' front setback and 35' rear setback, and Lot 1 should have the required 65' front setback and 25' rear setback to allow for additional tree saves in the front yard.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the only comment received was at the CZIM.

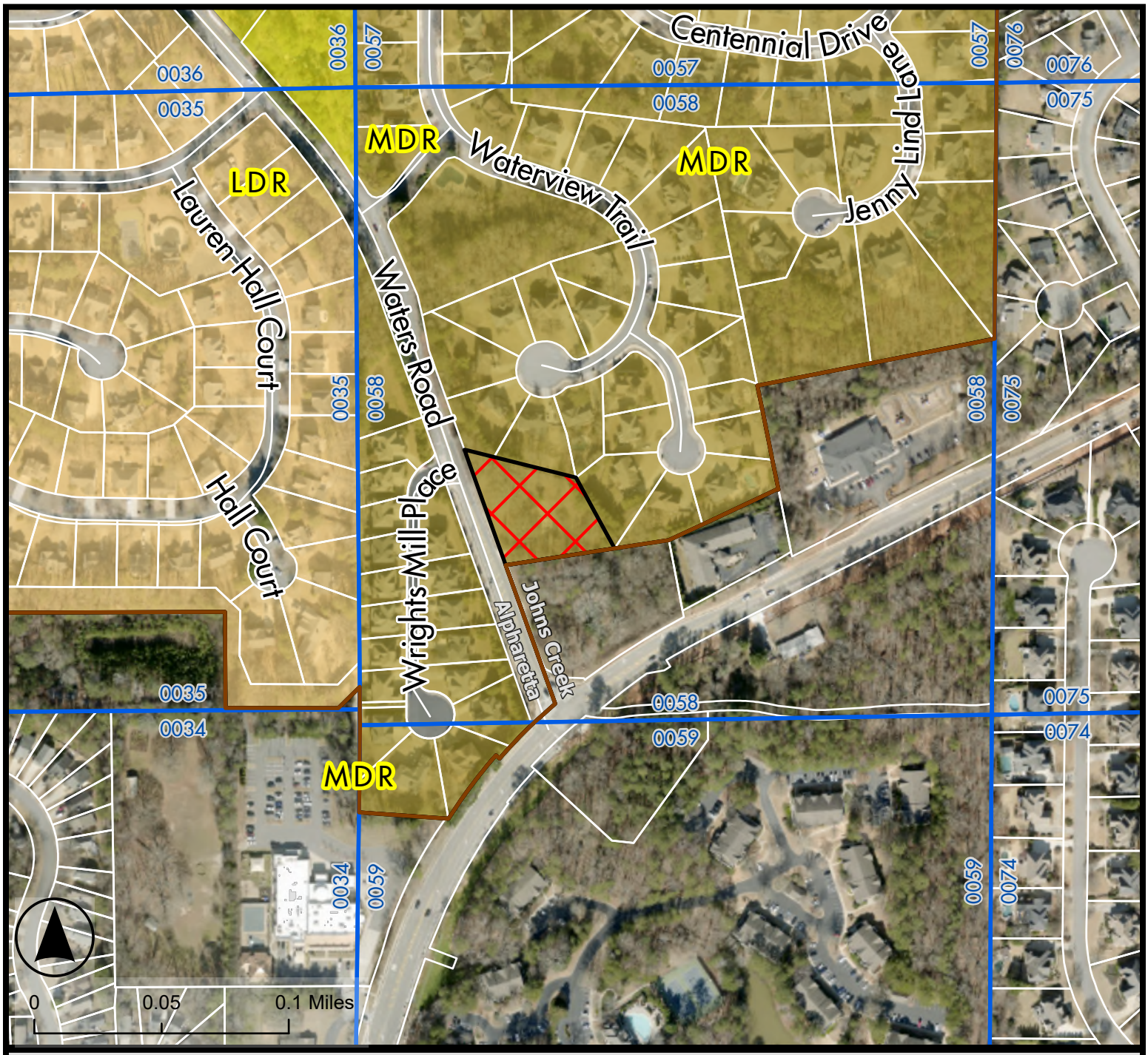
COMMUNITY ZONING INFORMATION MEETING

CZIM was held on October 8, 2025. There was one (1) public comment indicating that trees are breaking a fence and interested in purchasing Lot 2.

ATTACHMENTS:

- Map Series
- Updated Information 2/3/26
- Updated Site Plan, dated 9/24/25 & Tree Information
- Alternate Site Plan, dated 9/23/25
- Exhibit A - Rendering
- CZIM
- Citizen Part B
- Application

Z-25-14, V-25-31



Future Land Use Map

10235 Waters Rd Rezoning

Z-25-14, V-25-31

D/LL: 1/1/0058

PC: 11/6/2025

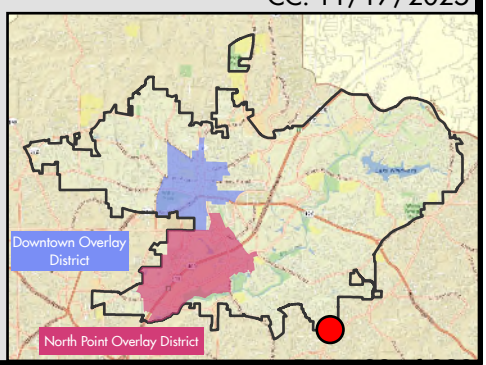
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Legend

- Z-25-14, V-25-31
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

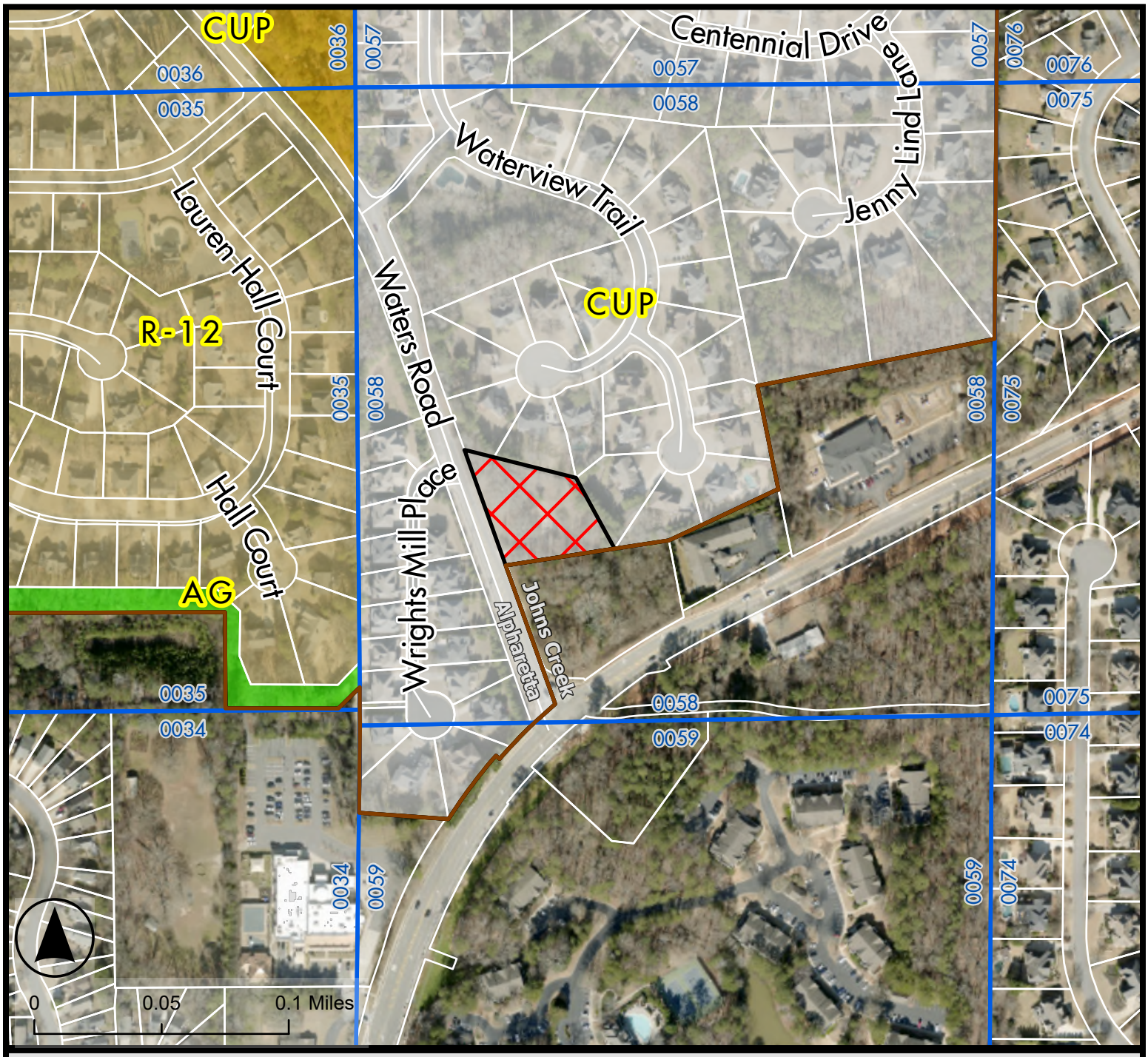
- Low Density Residential
- Medium Density Residential
- Very Low Density Residential



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS

Z-25-14, V-25-31



Legend

- Z-25-14, V-25-31
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- AG Agriculture
- CUP Community Unit Plan
- R-12 Single Family Detached Residential
- R-22 Single Family Detached Residential

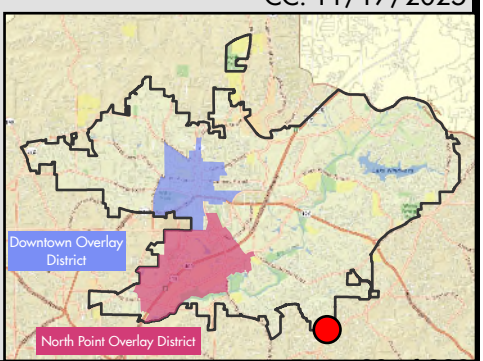
Zoning Map

10235 Waters Rd Rezoning

Z-25-14, V-25-31

D/LL: 1/1/0058

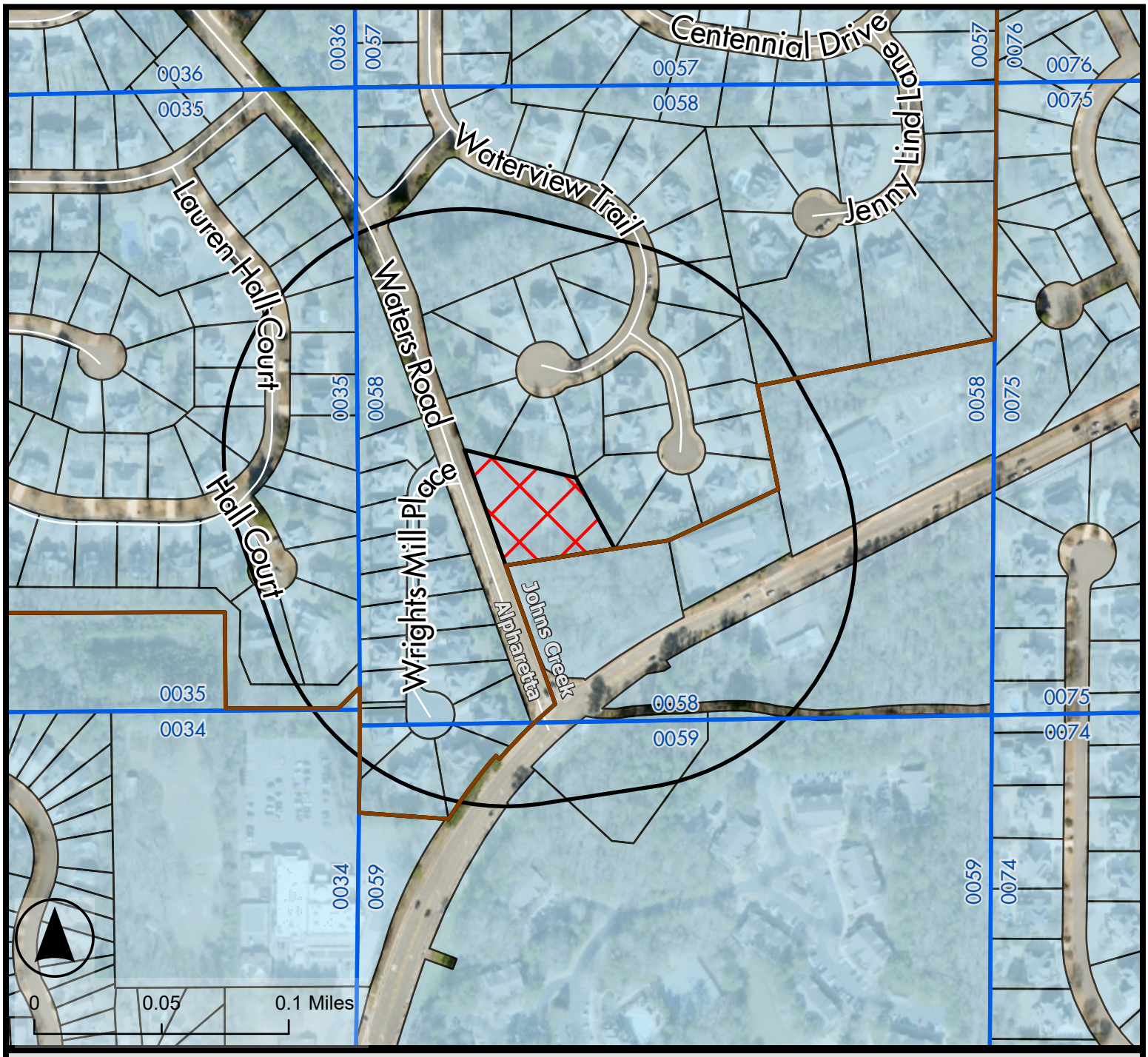
PC: 11/6/2025
CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS

Z-25-14, V-25-31



Location Map

10235 Waters Rd Rezoning

Z-25-14, V-25-31

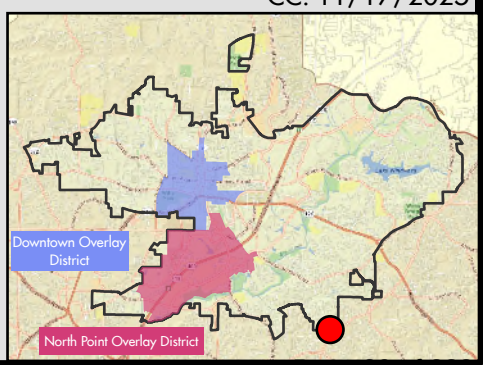
D/LL: 1/1/0058

PC: 11/6/2025

CC: 11/17/2025

Legend

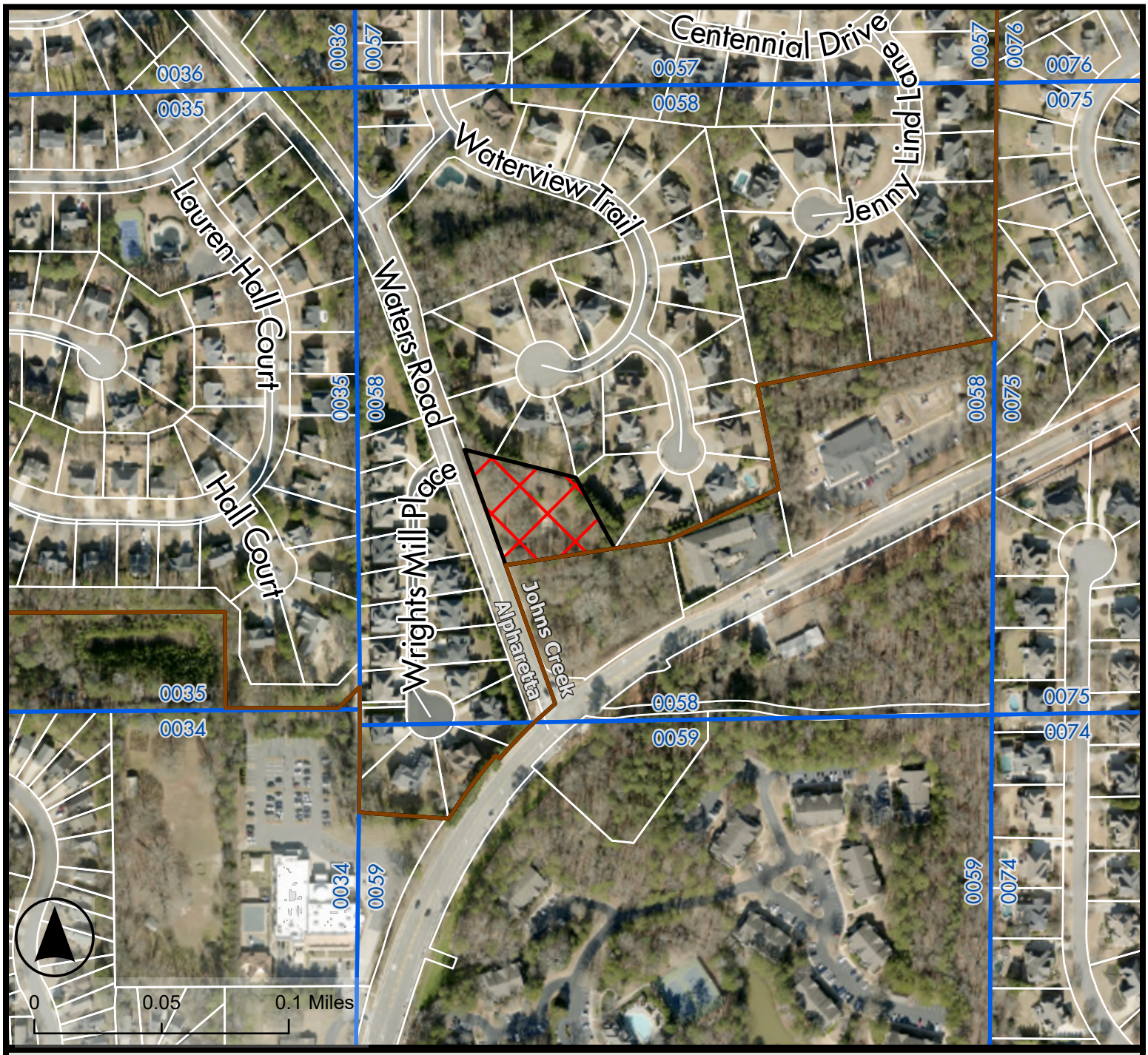
- Z-25-14, V-25-31
- Land Lots
- Tax Parcels
- 500 ft Buffer
- Alpharetta City Limits



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS

Z-25-14, V-25-31



Legend

- Z-25-14, V-25-31
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Aerial Map

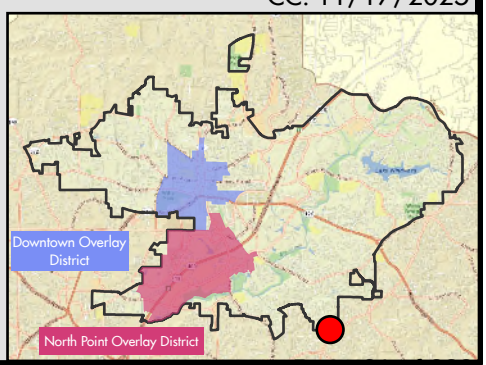
10235 Waters Rd Rezoning

Z-25-14, V-25-31

D/LL: 1/1/0058

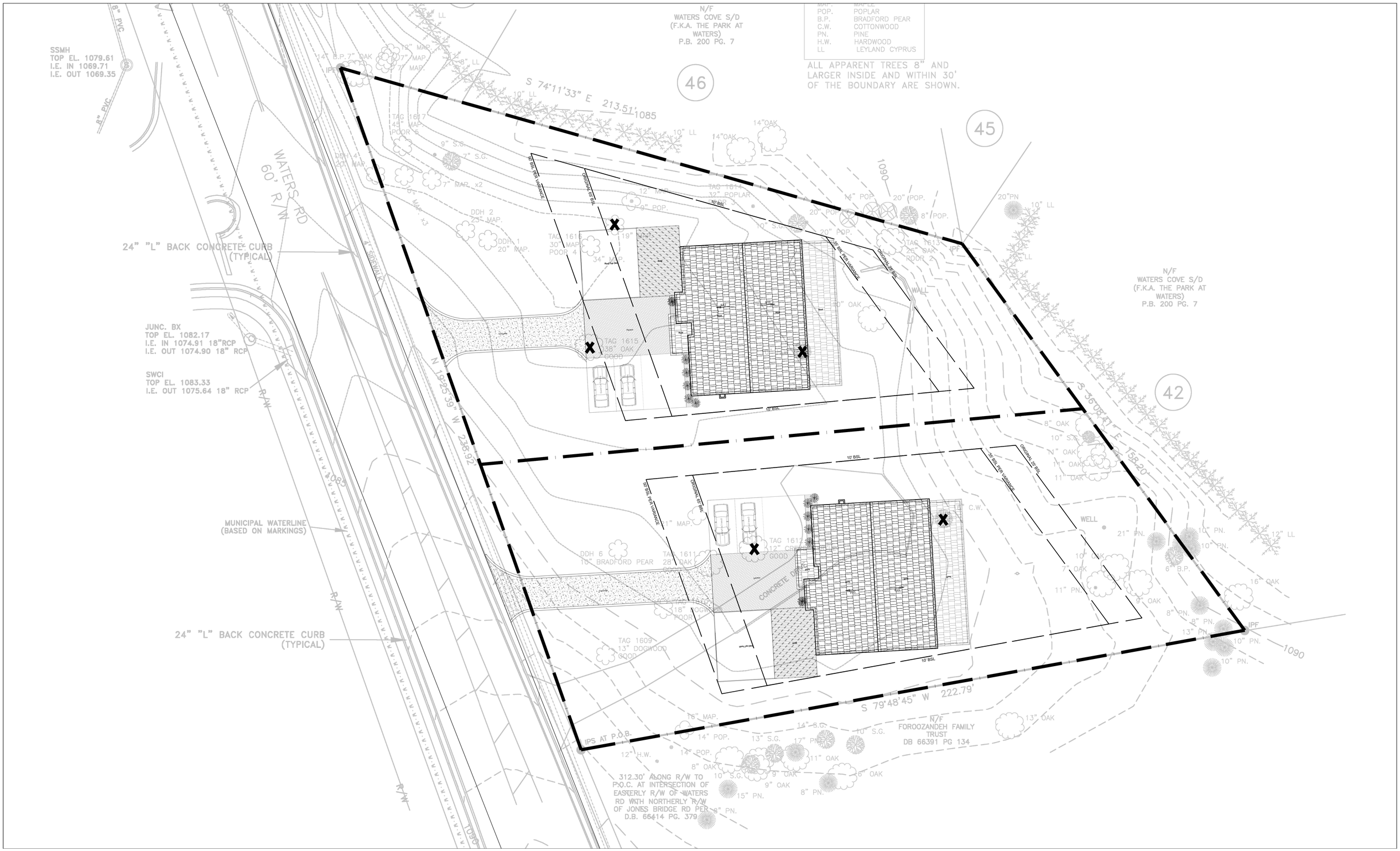
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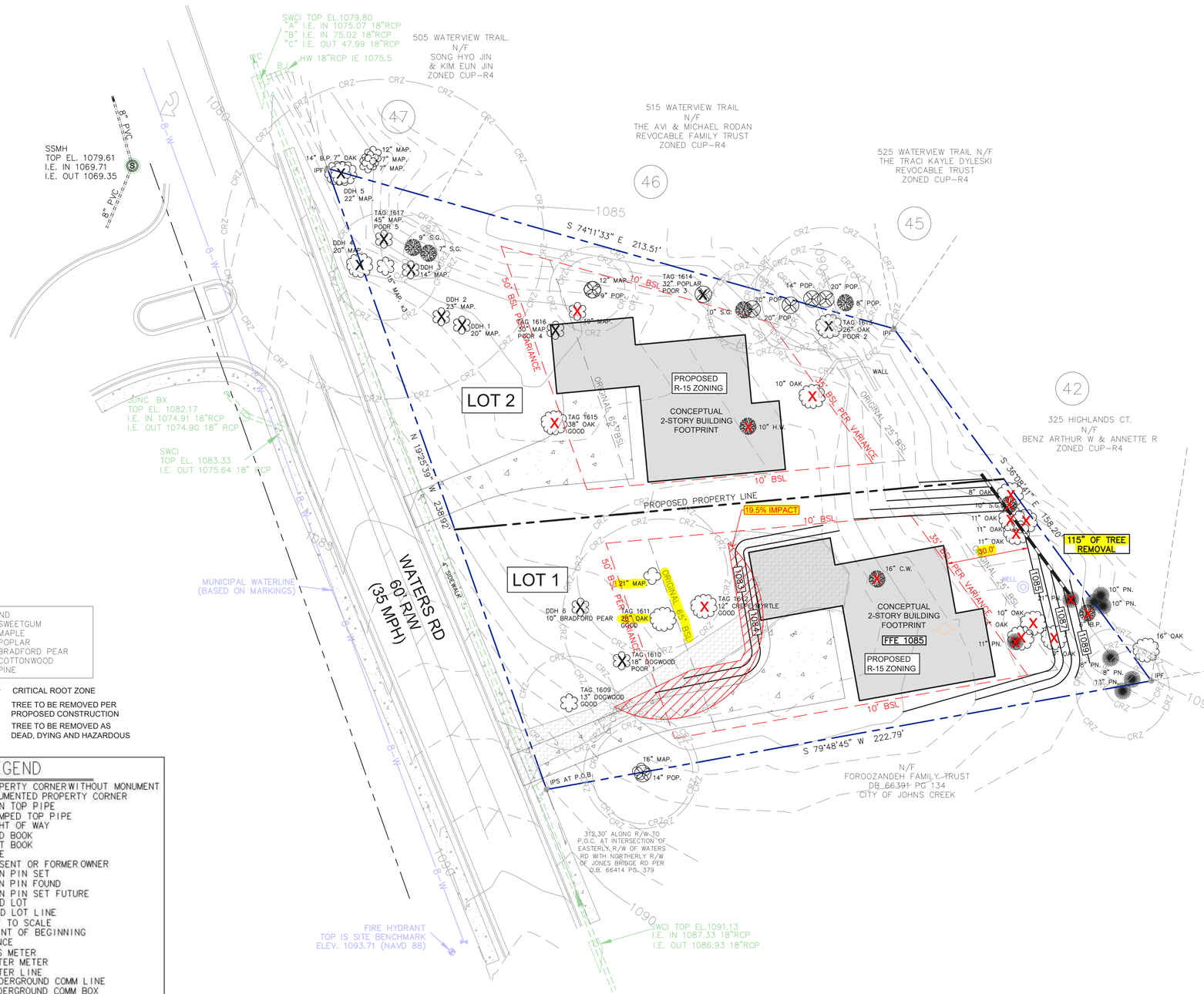
CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS


ALL APPARENT TREES 8" AND LARGER INSIDE AND WITHIN 30' OF THE BOUNDARY ARE SHOWN.
MAP. MAPLE
POP. POPLAR
B.P. BRADFORD PEAR
C.W. COTTONWOOD
PN. PINE
H.W. HARDWOOD
LL LEYLAND CYPRUS
N/F WATERS COVE S/D (F.K.A. THE PARK AT WATERS) P.B. 200 PG. 7
46
45
42
S 74°11'33" E 213.51'
N 19°25'39" W 236.92'
S 36°08'47" E 158.20'
S 79°48'45" W 222.79'
WATERS RD 60' R/W
24" "L" BACK CONCRETE CURB (TYPICAL)
4' SIDEWALK
SSMH
TOP EL. 1079.61
I.E. IN 1069.71
I.E. OUT 1069.35
JUNC. BX
TOP EL. 1082.17
I.E. IN 1074.91 18"RCP
I.E. OUT 1074.90 18" RCP
SWCI
TOP EL. 1083.33
I.E. OUT 1075.64 18" RCP
MUNICIPAL WATERLINE (BASED ON MARKINGS)
1085
1090
R/W
50' BSL PER VARIANCE
ORIGINAL 65' BSL
10' BSL
30' BSL PER VARIANCE
ORIGINAL 25' BSL
CONCRETE PAD
WELL
WALL
DDH 1 20" MAP.
DDH 2 25" MAP.
DDH 3 20" MAP.
DDH 4 20" MAP.
DDH 5 20" MAP.
DDH 6 10" BRADFORD PEAR
TAG 1611 28" OAK GOOD
TAG 1612 32" POPLAR POOR 3
TAG 1613 26" OAK POOR 2
TAG 1614 12" CRAPE MYRTLE GOOD
TAG 1615 38" OAK GOOD
TAG 1616 30" MAP. POOR 4
TAG 1617 48" MAP. POOR 5
TAG 1608 18" DOGWOOD POOR
TAG 1609 13" DOGWOOD GOOD
IPS AT P.O.B.
312.30' ALONG R/W TO P.O.C. AT INTERSECTION OF EASTERLY R/W OF WATERS RD WITH NORTHERLY R/W OF JONES BRIDGE RD PER D.B. 66414 PG. 379
N/F FOROOZANDEH FAMILY TRUST DB 66391 PG 134
N/F WATERS COVE S/D (F.K.A. THE PARK AT WATERS) P.B. 200 PG. 7



TREE LEGEND

S.G.	SWEETGUM
MAP.	MAPLE
POP.	POPLAR
B.P.	BRADFORD PEAR
C.W.	COTTONWOOD
PN.	PINE

CRZ — CRITICAL ROOT ZONE

X — TREE TO BE REMOVED PER PROPOSED CONSTRUCTION

X — TREE TO BE REMOVED AS DEAD, DYING AND HAZARDOUS

LEGEND

○	PROPERTY CORNER WITHOUT MONUMENT
●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
IPS	IRON PIN SET
IPF	IRON PIN FOUND
IPSF	IRON PIN SET FUTURE
L.L.	LAND LOT
L.L.L.	LAND LOT LINE
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
—X—	FENCE
GM	GAS METER
WM	WATER METER
—W—	WATER LINE
UCL	UNDERGROUND COMM LINE
◆UCB	UNDERGROUND COMM BOX
Ⓒ	COMM MAN HOLE
☼ LP	LIGHT POLE
Ø	POWER POLE
—E—	OVERHEAD POWER LINE
—UE—	UNDERGROUND ELECTRIC
EM	ELECTRIC METER
—FO—	FIBER OPTIC
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
Ⓢ	SANITARY SEWER MANHOLE
—SS—	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
+XXX	SPOT ELEVATION
IE	INVERT ELEVATION

VICINITY MAP

N.T.S.



SITE DATA

PARCEL ID: 11 018000581362
ADDRESS: 10235 WATERS RD
LOT AREA: 0.841 ACRES (36,658 SF)

EXISTING ZONING: CUP
PROPOSED ZONING: R-15

PROPOSED USE: 2 SINGLE FAMILY DETACHED LOTS

MINIMUM LOT SIZE: 15,000 SF
MINIMUM FLOOR AREA: 1,500 SF
MINIMUM LOT FRONTAGE : 100 FEET
MINIMUM BUILDING HEIGHT: 35 FEET

MAXIMUM GROUND COVERAGE
BY PRINCIPAL BUILDINGS: 25%

PROPOSED SETBACKS:
FRONT YARD: 65' (NON LOCAL ROAD)
SIDE YARD: 10'
REAR YARD: 25'

PROPOSED LOT 1
LOT AREA: 18775.80 SF
LOT FRONTAGE: 100'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

PROPOSED LOT 2
LOT AREA: 17902.00 SF
LOT FRONTAGE: 138'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

GEORGIA811 Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
Before You Dig

CAUTION
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GEORGIA REGISTERED No. 24522 PROFESSIONAL ENGINEER William B. Dunlop
8/29/2025

paradigm
Engineering Services, Inc.
Ross Bismuth, Suite 1076
Roswell, GA 30076
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2509
Design By:	WBD
Drawn By:	CCR
Checked By:	WBD
Date:	9/24/25
Scale:	1" = 20'

No	Revision	Date

BRKT PROPERTIES
6684 Jimmy Carter Blvd.
Suite 400
Norcross, GA 30071
(631) 652-5179

ZONING PLAN & TREE SURVEY
10235 WATERS ROAD

LAND LOT 58, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1

Canopy Consultants
Phone 404-858-7471 Email aphillips@canopy-consutltants.com

TREE REPORT

PROJECT SUMMARY

DATE	PROJECT NAME	PREPARED BY
1/20/2026	10235 Waters Rd	Alex Phillips MA-4868A
	Address:10235 Waters Rd Alpharetta, GA 30022	ISA Certified Arborist ISA TRAQ

CLIENT	ADDRESS	CONTACT
Paradigm Engineering		Barry Dunlop 770-605-6030

PROJECT OVERVIEW

Assessment of 14 trees at the southeast corner of the property along the fence.

TREE STATUS

There are three clusters of trees located in the southeast corner of the lot, consisting of juvenile Pines, Sweetgums, Water Oaks, and Bradford Pears.

The first cluster contains five Sweetgums approximately 50 feet in height, with trunk diameters ranging from 8 to 11 inches. These trees are in good health and are closely spaced, with an average separation of approximately 8 feet.

Immediately south of the Sweetgum cluster is a second cluster composed of two Water Oaks and one Pine. These trees are approximately 50 feet tall with diameters ranging from 7 to 11 inches. All trees are in good health and similarly spaced at approximately 8 feet apart.

The third cluster, located at the corner of the lot, consists primarily of Loblolly Pines and one Bradford Pear. The Pines are approximately 50 feet tall with diameters between 8 and 10 inches. The Bradford Pear measures approximately 25 feet in height with an 8-inch diameter at breast height (DBH). These trees are in good health and tightly spaced, with separations of less than 8 feet.

Collectively, these tree clusters provide additional visual screening for the adjacent residential properties.

The 28-inch Water Oak located within the front setback is in good health and exhibits a straight trunk and full canopy.

CONCLUSION

The specimen Water Oak located within the front setback is in good health, as are the trees within the rear clusters. These trees are of a similar species class, and all contribute equally to the overall environmental and aesthetic value of the site. There is no discernible advantage to retaining any one tree over another.



Pic # 1: #1611 28" Water Oak. Full canopy with some poor pruning cuts made over driveway. Sucker growth observed.



Pic # 2: Sweetgum cluster at fence line.



Pic # 3: Water Oaks and Pine Cluster.



Pic # 4: Pine and Bradford Pear cluster at rear corner of lot.



TREE LEGEND

S.G.	SWEETGUM
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POP.	POPLAR
B.P.	BRADFORD PEAR
C.W.	COTTONWOOD
PN.	PINE

—CRZ— CRITICAL ROOT ZONE

X TREE TO BE REMOVED PER PROPOSED CONSTRUCTION

X TREE TO BE REMOVED AS DEAD, DYING AND HAZARDOUS

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●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
IPS	IRON PIN SET
IPF	IRON PIN FOUND
IPSF	IRON PIN SET FUTURE
L.L.	LAND LOT
L.L.L.	LAND LOT LINE
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
—X—	FENCE
GM	GAS METER
WM	WATER METER
—W—	WATER LINE
UCL	UNDERGROUND COMM LINE
◆UCB	UNDERGROUND COMM BOX
Ⓣ	COMM MAN HOLE
☼ LP	LIGHT POLE
⌀	POWER POLE
—E—	OVERHEAD POWER LINE
—UE—	UNDERGROUND ELECTRIC
EM	ELECTRIC METER
—FO—	FIBER OPTIC
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
Ⓢ	SANITARY SEWER MANHOLE
—SS—	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
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VICINITY MAP

N.T.S.



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GRAPHIC SCALE

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GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER William B. Dunlop
8/29/2025

paradigm
Engineering Services, Inc.
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Roswell, GA 30077
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10235 WATERS ROAD

LAND LOT 58, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1

GEORGIA
No.2670
LAND SURVEYOR
DAVID W. SHIRLEY

HB 76 NOTE, EFFECTIVE MAY 08, 2017
Code Section 15-6-67, iii

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

DAVID W. SHIRLEY, RLS #2670 — 7/16/2025 DATE

LEGEND

o	PROPERTY CORNER WITHOUT MONUMENT
●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
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-SS-	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
+XXX	SPOT ELEVATION
IE	INVERT ELEVATION

IF GRID NORTH IS INDICATED:
1.) HORIZONTAL DATUM IS NAD 83.
VERTIVAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTINGS AND ELEVATION OF THE STARTING POINTS FOR THIA SURVEY WERE OBTAINED USING REAL TIME KINEMATIC GPS SURVEY USING eGPS SOLUTIONS 20TL GNSS RECEIVERS (SNs 3369083 & 3369084) A CARLSON RT4 or XPAD COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT VERTICAL AT THE 95% CONFIDENCE LEVEL.

N
GRID N GA WEST

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

REFERENCES
D.B. 66414 PG. 379
P.B. 200 PG. 7

SURVEY NOTES:
1.) ALL DISTANCES ON SURVEY ARE HORIZONTAL DISTANCES.

2.) ALL DISTANCES ON SURVEY ARE SHOWN AS "GROUND" DISTANCES.

3.) ALL DISTANCES ON SURVEY ARE EXPRESSED IN U.S. SURVEY FEET
.
4.) ALL ANGULAR DIRECTIONS ARE EXPRESSED IN DEGREES, MINUTES AND SECONDS.

5.) IF INDICATED, STREAMS ORIGINATING OR FLOWING THROUGH THE MAPPED PROPERTY ARE CONSIDERED STATE WATERS AND ARE SUBJECT TO LOCAL GOVERNMENT BUFFER AND SETBACK REQUIREMENTS. THERE ARE NO STATE WATERS APPARENT WITHIN THE PLATTED BOUNDARY.

6.)THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY BOTH PUBLIC AND PRIVATE. ALL MATTERS OF TITLE ARE EXCEPTED.

7.) THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A CLOSURE PRECISION OF 1' IN 810,516'.

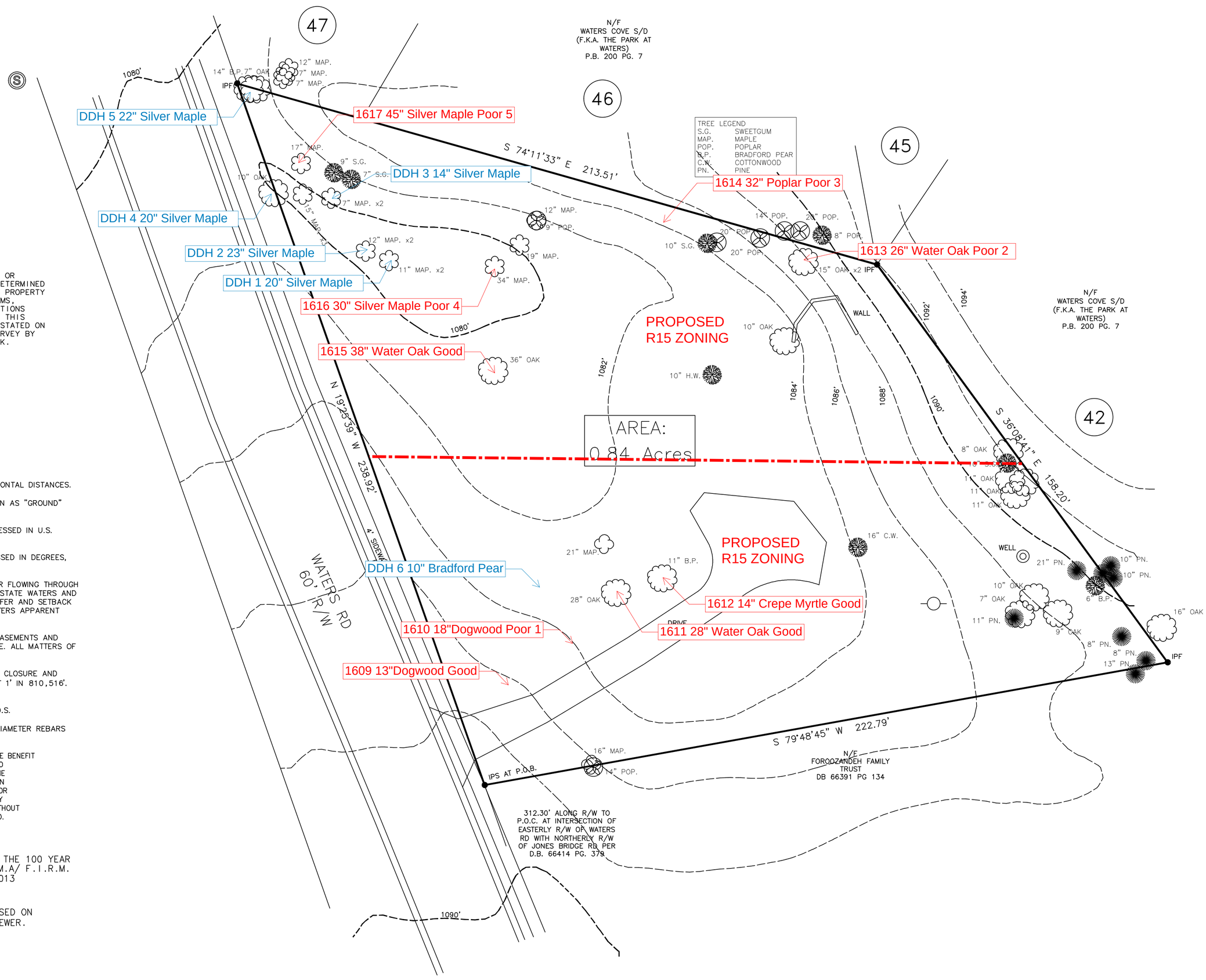
8.) FIELD WORK AND MAP PREPARED BY D.S.

9.) ALL PINS SET ARE FOUND ARE 1/2" DIAMETER REBARS UNLESS OTHERWISE NOTED.

10.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LEGAL TITLE SEARCH, AND IS SUBJECT TO ANY AND ALL DISCLOSURES PRODUCED BY SAME INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREON. EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A/ F.I.R.M. MAP# 13121C0088G DATED 9/18/2013

TOPOGRAPHIC CONTOURS SHOWN BASED ON DATA FROM NOAA DATA ACCESS VIEWER.



PREPARED BY:
D&S LAND SURVEYING, INC.
DAVID W. SHIRLEY, RLS #2670
P.O. BOX 4968
CANTON. GA 30114
770-720-4443
DSSURVEYMAILBOX@GMAIL.COM
DSLANDGA.COM

0' 20' 40'
GRAPHIC SCALE: 1" = 20'

BOUNDARY & TREE SURVEY FOR:
JOHN EJUMEJOWO
10235 WATERS RD ALPHARETTA, GA
LAND LOT: 58
DISTRICT: 1 – SECTION: 1
FULTON COUNTY, GEORGIA
FIELD DATE: 7/7/2025
MAP DATE: 7/16/2025
JOB NUMBER: 25-178

Specimen Tree Report
City of Alpharetta

Client

Paradigm Engineering



Address

10235 Water Rd

Project

25074

Survey Date

8/19/2025

Alex Phillips
ISA Certified Arborist MA-4868A
Tree Risk Assessment Qualified
American Society of Landscape Architects

Canopy Consultants
www.canopy-consultants.com
404.858.7471

Specimen Tree Inventory

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

Flowering Understory trees over 8" DBH

Sourwood trees over 10" DBH

Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH

Magnolia trees over 20" DBH

Cedrus and Thuja trees over 20" DBH

Overstory Hardwood over 24" DBH

Poplars and Sweetgums trees over 30" DBH

Pine trees over 30" DBH

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

Life expectancy less than 15 years

A trunk with visible decay

More than one major and several minor dead limbs (hardwoods)

Major insect or pathological problems

Tree Inventory

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

Site Location

The site is a large single family lot with no structures located on site. There is a remnant driveway and wall. The property has large over-story trees and understory trees. There are no trees of quality or landscape trees on site.

Definitions

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

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

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

Condition:

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

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

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

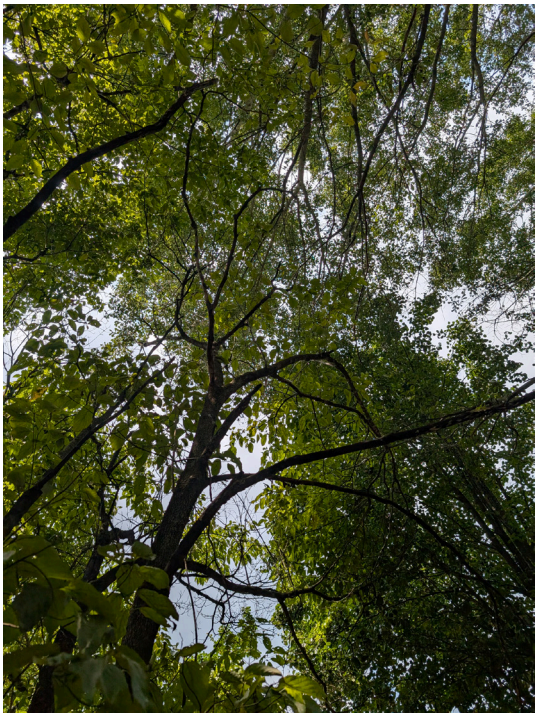
Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.
Invasive: Tree species whose native range is not within the Piedmont classification.

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

Specimen Tree Report

Tag #	DBH	Species	Condition	Comment
1609	13"	*Cornus florida* Dogwood	Good	Tree is in good health.
1610	18"	*Cornus florida* Dogwood	Poor	Poor 1: Dead leaders. Pic 1
1611	28"	*Quercus nigra* Water Oak	Good	Tree is in good health.
1612	14"	*Lagerstroemia indica* Crape myrtle	Good	Tree is in good health.
1613	26"	*Quercus nigra* Water Oak	Poor	Poor 2: Split with included bark. Pic 2
1614	32"	*Liriodendron tulipifera* Poplar	Poor	Poor 3: Split with included bark. Pic 3
1615	38"	*Quercus nigra* Water Oak	Good	Tree is in good health.
1616	30"	*Acer saccharinum* Silver Maple	Poor	Poor 4: Split with included bark and trunk wound. Pic 4
1617	45"	*Acer saccharinum* Silver Maple	Poor	Poor 5: Split with included bark. Pic 5

Total Specimen Sized Trees: 9
Good Condition: 4
Fair Condition: 0
Poor Condition: 5



Pic 1: Dead leaders. Poor 1



Pic 2: Split with included bark. Poor 2



Pic 3: Split with included bark. Poor 3



Pic 4: Split with included bark and trunk wound. Poor 4



Pic 5: Split with included bark. Poor 5

Tree of Quality Report

Tree of Quality Summary: There are no trees of quality on site.

Landscape Tree Report

Landscape Tree Summary: There are no Landscape Trees on Site.

Boundary Tree Report

Boundary Tree Summary: Boundary Tree Survey is incomplete.

DDH Tree Report

Tag #	DBH	Species	Comment
DDH1	20"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 1
DDH2	23"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 2
DDH3	14"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 3
DDH4	20"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 4
DDH5	22"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 5
DDH6	10"	*Pyrus calleryana* Bradford Pear	Invasive. Pic 6

DDH Tree Summary: There are 6 DDH trees on the property. They are located in the far Northwest corner of the property in a drainage swale. The trees are all split Silver Maples with poor form and at least one leader targeting Waters Rd.



Pic 1: Split with included bark. DDH1



Pic 2: Split with included bark. DDH2



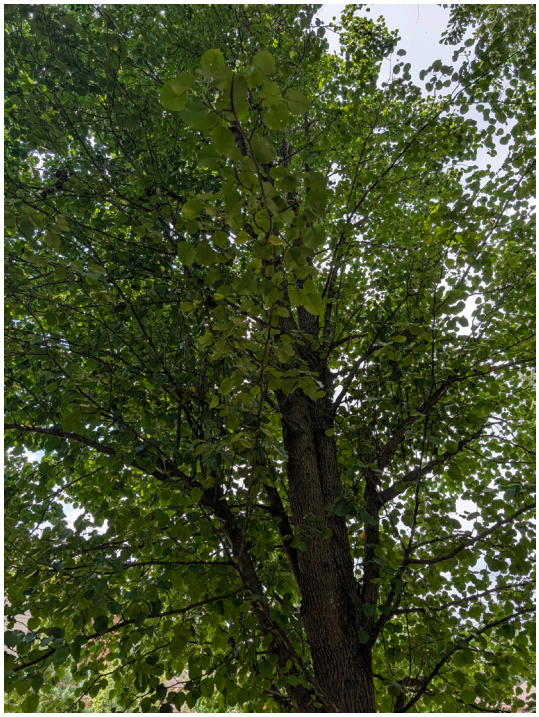
Pic 3: Split with included bark. DDH3



Pic 4: Split with included bark. DDH4



Pic 5: Split with included bark. DDH5



Pic 6: Invasive. DDH6

10235 Waters Road

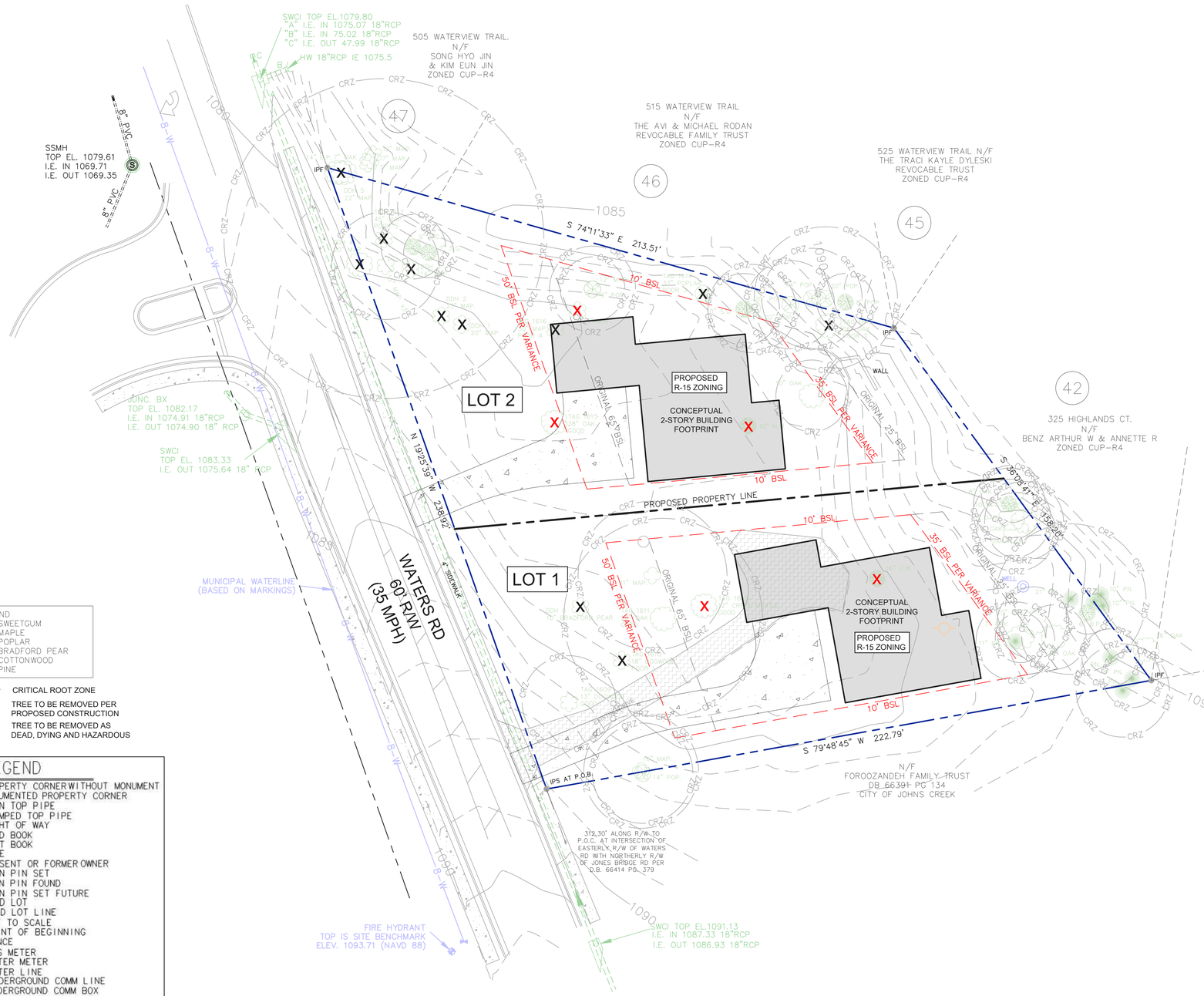
Proposed Development Tree Save Inventory

LOT #1

SPECIES	DIAMETER (INCH)
BRADFORD PEAR	*6*
OAK	*7*
PINE	*8*
PINE	*8*
OAK	*8*
OAK	*9*
OAK	*10*
SWEETGUM	*10*
PINE	*11*
OAK	*11*
OAK	*11*
OAK	*11*
DOGWOOD	*13*
PINE	*21*

LOT #2

SPECIES	DIAMETER (INCH)
SWEETGUM	*7*
SWEETGUM	*9*
POPLAR	*9*
SWEETGUM	*10*
MAPLE	*12*
MAPLE	*14*
MAPLE	*15*
POPLAR	*20*
POPLAR	*20*



TREE LEGEND

S.G.	SWEETGUM
MAP.	MAPLE
POP.	POPLAR
B.P.	BRADFORD PEAR
C.W.	COTTONWOOD
PN.	PINE

CRZ — CRITICAL ROOT ZONE

X — TREE TO BE REMOVED PER PROPOSED CONSTRUCTION

X — TREE TO BE REMOVED AS DEAD, DYING AND HAZARDOUS

LEGEND

○	PROPERTY CORNER WITHOUT MONUMENT
●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
IPS	IRON PIN SET
IPF	IRON PIN FOUND
IPSF	IRON PIN SET FUTURE
L.L.	LAND LOT
L.L.L.	LAND LOT LINE
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
—X—	FENCE
GM	GAS METER
WM	WATER METER
—W—	WATER LINE
UCL	UNDERGROUND COMM LINE
◆UCB	UNDERGROUND COMM BOX
Ⓒ	COMM MAN HOLE
☼ LP	LIGHT POLE
Ø	POWER POLE
—E—	OVERHEAD POWER LINE
—UE—	UNDERGROUND ELECTRIC
EM	ELECTRIC METER
—FO—	FIBER OPTIC
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
Ⓢ	SANITARY SEWER MANHOLE
—SS—	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
+XXX	SPOT ELEVATION
IE	INVERT ELEVATION

VICINITY MAP

N.T.S.



SITE DATA

PARCEL ID: 11 018000581362
ADDRESS: 10235 WATERS RD
LOT AREA: 0.841 ACRES (36,658 SF)

EXISTING ZONING: CUP
PROPOSED ZONING: R-15

PROPOSED USE: 2 SINGLE FAMILY DETACHED LOTS

MINIMUM LOT SIZE: 15,000 SF
MINIMUM FLOOR AREA: 1,500 SF
MINIMUM LOT FRONTAGE : 100 FEET
MINIMUM BUILDING HEIGHT: 35 FEET

MAXIMUM GROUND COVERAGE
BY PRINCIPAL BUILDINGS: 25%

PROPOSED SETBACKS:
FRONT YARD: 65' (NON LOCAL ROAD)
SIDE YARD: 10'
REAR YARD: 25'

PROPOSED LOT 1
LOT AREA: 18775.80 SF
LOT FRONTAGE: 100'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

PROPOSED LOT 2
LOT AREA: 17902.00 SF
LOT FRONTAGE: 138'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

GEORGIA811 Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
Before You Dig

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

GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER
William B. Dunlop
8/29/2025

paradigm
Engineering Services, Inc.
Roswell, GA 30076
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2509
Design By:	WBD
Drawn By:	CCR
Checked By:	WBD
Date:	9/23/25
Scale:	1" = 20'

No	Revision	Date

BRKT PROPERTIES
6684 Jimmy Carter Blvd.
Suite 400
Norcross, GA 30071
(631) 652-5179

ZONING PLAN & TREE SURVEY
10235 WATERS ROAD

LAND LOT 58, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1

Exhibit A - Rendering



Community Zoning Information Meeting (CZIM) October 8, 2025

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

Z-25-14/V-25-31 / 10235 Waters Road

NAME	ADDRESS	COMMENTS
Avi Rodan	515 Waterview TH.	1. Trees are blocking the Fence. 2. Intrested in buying ~~the~~ LOT 2.

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: 10235 Waters Road

Contact Name: Barry Dunlop Telephone: (770)605-6030

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

During the CZIM i was approached by one participant. He is an adjacent home owner. He had a concern about existing trees that have fallen on the fence at the property line. He was also interested in purchasing the proposed Lot 2.

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

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

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: H. Barry Dunlop Date: 10/14/2025

Print Form

paradigm
Engineering Services, Inc.

[Insert Date]

[Your Name]
[Your Address]
[City, State Zip]

RE: **Z-25-14/V-25-31 10235 Waters Road**

Dear Property Owner:

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If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at (770)605-6030 or bdunlop@paradigmeng.net.

Sincerely,

W. Barry Dunlop, P.E.
Paradigm Engineering

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paradigm
Engineering Services, Inc.

[Insert Date]

[Your Name]
[Your Address]
[City, State Zip]

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CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

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

Address: 903 Bombay Lane Suite:

City Roswell State: GA Zip: 30076 Fax:

Mobile Tel: (770)605-6030 Email: bdunlop@paradigmeng.net

Subject Property Information:

Address: 10235 Waters Road Current Zoning: CUP

District: 1 Section: 1 Land Lot: 58 Parcel ID: 11 018000581362

Proposed Zoning: R15 Current Use: Single Family Detached

This Application For *(Check All That Apply)*:

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Exception

☐ Other *(Specify)*: _____

Applicant Request And Intent

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

Two single-family detached lots.

Applicant's Request (Please itemize the proposal):

To rezoning the 0.841 acre property from the R-5 Residential District to R-15 Residential District.
To allow for a variance reduction in the front building setback from 65' to 50' (UDC Section 2.25.D).
To allow for a variance increase in the rear building setback from 25' to 35' (UDC Section 2.25.D).

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

After rezoning, the 0.841 acre property will be subdivided into two single family detached lots. The reduction in the front building setback and the increase in the rear building setback will all for additional existing tree save area.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: BRKT Properties LLC Telephone: (631)652-5179

Address: 6684 Jimmy Carter Blvd Suite: 400

City Norcross State: GA Zip: 30071 -

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: W. Barry Dunlop Telephone: (770)605-6030

Address: 903 Bombay Lane Suite:

City Roswell State: GA Zip: 30076 -

So Sworn and Attested:

Owner Signature: by OMER YAZICI Date: 09/02/2025

Notary:

Notary Signature: Date: 09/02/2025

UNNATI PATEL THAKKAR NOTARY PUBLIC GWINNETT COUNTY, GA MY COMMISSION EXPIRES JANUARY 22 2028

12

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: W. Barry Dunlop

Subject Public Hearing Case: 10235 Waters Road Rezoning

Campaign Contribution Information:

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

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

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

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Description of Contribution: N/A Value: N/A

Campaign Contribution Information:

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

Signature: W. Barry Dunlop Date: 8/12/2025

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed R-15 lots will provide for lot dimensional requirements that will be similar or even greater than the surrounding single family residential lots.

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

The rezoning and subdivision will allow for two new residential homes that should not reduce the value of the surrounding homes.

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

As currently zoned, the property could be developed as one single family lot, but due to the size of subject property, the lot would be out of character to the neighboring properties.

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

The proposed two lots would cause a minimal increase in population and traffic.

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

The proposed two lots would cause a minimal impact to schools and utilities.

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

The proposed two lots would be compatible with the current MDR district in the Future Land Use Map.

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

There are no know existing or changing conditions which affect the development of the property and support the proposed request.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

The topography of the lot raises significantly towards the rear of the lot, plus, due to the triangular shape of the lot reducing in width the further into the lot, the potential biddable area is reduced further into the lot.

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

Application of the current 65' front setback would require the proposed building to be set further from the road, hence reducing build-able area for the propose home, requiring additional existing tree removal, and additional excavation into the existing up lifting topography.

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

The triangular nature of the property reduces build-able area further into the property.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

The variance in the front building setback would not substantial detriment to the public good or impair the purpose and intent of the Zoning Code.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 10235 Waters Road Rezoning

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

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

See attached list

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

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

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

The contact letter regarding this project will include name, number, email and address for which individuals can respond to the applicant for questions and concerns in relation to the proposal.

310 HALL CT LLC
100 MT SHASTA LANE
ALPHARETTA GA 30022

ABEDI SAFDAR ALI SYED
& RIZVI SHAZIA S
110 WRIGHTS MILL PL
ALPHARETTA GA 30022

ACKERMAN LISA R & SCOTT
530 WATERVIEW TRL
ALPHARETTA GA 30022

AVI & MICHAL RODAN
REVOCABLE FAMILY TRUST THE
515 WATERVIEW TRL
ALPHARETTA GA 30022

BENZ ARTHUR W & ANNETTE R
325 HIGHLANDS CT
ALPHARETTA GA 30022

BRELLOCH JOHN F & KARYN E
350 JENNY LIND LN
ALPHARETTA GA 30022

CAPITAL DESIGN & CONSTRUCTION INC
705 PINNACLE CT
NORCROSS GA 30071

CHANG BEN & YANG WANNA
135 WRIGHTS MILL PL
ALPHARETTA GA 30022

CHEN JIE & LI QI
155 WRIGHTS MILL PL
ALPHARETTA GA 30022

DANZ BARRY D & SHELLY F
330 HIGHLANDS CT
ALPHARETTA GA 30022

DAVIS MICHAEL K JR & DAVIS EMILY
335 HIGHLANDS CT
ALPHARETTA GA 30022

FAGES SUSAN B & JEFFREY T
10165 LAUREN HALL CT
ALPHARETTA GA 30022

FOROOZANDEH FAMILY TRUST THE
6250 SHILOH RD STE 20
ALPHARETTA GA 30005-8389

FRANZ DWIGHT &
MOWREYFRANZ CHRISTINE J
165 WRIGHTS MILL PL
ALPHARETTA GA 30022

FUDGE GERALD W
510 VALLEY LN
ATLANTA GA 30328-5136

GUO CAIFENG & XU BO
565 WATERVIEW TRL
ALPHARETTA GA 30022

HERTZ GEDALYA & HERTZ RUTH
10135 LAUREN HALL CT
ALPHARETTA GA 30022

HOLLANDS THOMAS M & MARY O
320 HIGHLANDS CT
ALPHARETTA GA 30022

HOMEOWNERS ASSOCIATION
2555 WESTSIDE PKWY STE 600
ALPHARETTA GA 30004

HUNG CHI TRUONG & TSANG LI LIN
125 WRIGHT MILL PL
ALPHARETTA GA 30022-1910

HUTCHINS ROBERT A & ELISE
510 WATERVIEW TRL
ALPHARETTA GA 30022

IBRAHIM FAMILY TRUST THE
120 WRIGHTS MILL PL
ALPHARETTA GA 30022

ISLER SEBUH
10160 LAUREN HALL CT
ALPHARETTA GA 30022

JOHNS CREEK SENIOR LIVING CARE LLC
10220 JONES BRIDGE RD
ALPHARETTA GA 30022

MANSOOR TOOBA B &
MANSOOR BABAR R
150 WRIGHTS MILL PL
ALPHARETTA GA 30022

MENDEZ MARIO & SIMONE P
10175 LAUREN HALL CT
ALPHARETTA GA 30022

MINKOWICZ HIRSCH L &
MINKOWICZ CHAYA DEVORA LEAH
320 HALL CT
ALPHARETTA GA 30022

NAEEM FAISAL
185 WRIGHTS MILL PL
ALPHARETTA GA 30022-1911

NATCHUS MICHAEL G & JENNIFER M
555 WATERVIEW TRL
ALPHARETTA GA 30022

O CONNOR ROBERT J
500 WATERVIEW TRL
ALPHARETTA GA 30022

PANCOAST BRETT DAVID &
PANCOAST TIFFANY J
520 WATERVIEW TRL
ALPHARETTA GA 30022

PAREDES ROBERT &
WONG PAREDES MAISIE
575 WATERVIEW TRL
ALPHARETTA GA 30022

PARK KYUNG AH & CHO BRANDON
310 HIGHLANDS CT
ALPHARETTA GA 30022

PAUL TA FARM INC
10240 JONES BRIDGE RD
JOHNS CREEK GA 30022

PHAM HONG HOA THI &
NGO SI HOANG PHUOC
170 WRIGHTS MILL PL
ALPHARETTA GA 30022

RAHIMIGHAHFAROKHI SYRUS
115 WRIGHTS MILL PL
ALPHARETTA GA 30022-1910

RASHIS CAMPUS INC
10180 JONES BRIDGE RD
ALPHARETTA GA 30022

RAZA ALIYA
10170 LAUREN HALL CT
ALPHARETTA GA 30022-7586

RAZON DAVID &
RAZON SHIRAN KARAYOFF
10125 LAUREN HALL CT
ALPHARETTA GA 30022

RENGARAJAN KARTHIKEYAN &
SOMASUNDARAM THILAKA
140 WRIGHTS MILL PL
ALPHARETTA GA 30022

RHEE FRANK S
130 WRIGHTS MILL PL
ALPHARETTA GA 30022

RICHARD KENNETH COLEMAN
REVOCABLE LIVING TRUST THE
105 WRIGHTS MILL PL
ALPHARETTA GA 30022

RICKS DONNA
535 WATERVIEW TRL
ALPHARETTA GA 30022

ROSENFELD SHOLOM D ET AL
300 HALL CT
ALPHARETTA GA 30022

ROY SAPTARSHI & ROY RUCHIRA
10155 LAUREN HALL CT
ALPHARETTA GA 30022

RUBOVITZ JASON EVAN &
ADRIENNE ELIZABETH
540 WATERVIEW TRL
ALPHARETTA GA 30022

RUBYOR MICHAEL J & PATIENCE J
10190 LAUREN HALL CT
ALPHARETTA GA 30022

SG ST ANDREWS LLC
3490 PIEDMONT RD NW 550
ATLANTA GA 30305

SHETH KALPESH &
SHAH NEENA DHANSUKHAL
175 WRIGHTS MILL PL
ALPHARETTA GA 30022

SITAFALWALLA SALIM &
FIRASTA-SITAFALWALLA ZAHRA
10150 LAUREN HALL CT
ALPHARETTA GA 30022

SMITH MARIANNO A &
SMITH JAMIE M
10115 LAUREN HALL CT
ALPHARETTA GA 30022

SONG HYO JIN & KIM EUN JIN
505 WATERVIEW TRL
ALPHARETTA GA 30022

SRE DND HOLDINGS LLC
6595 ROSWELL RD STE G
ATLANTA GA 30328

STAFFORD THERESA
340 HIGHLANDS CT
ALPHARETTA GA 30022

STOVALL JOHN B II
836 ROCKBRIDGE WAY
NORCROSS GA 30093

TANGUILIG LAWRENCE & TIFFANY
315 HIGHLANDS CT
ALPHARETTA GA 30022

TOMONY WILLIE B
315 HALL CT
ALPHARETTA GA 30022

TRACI KAYE DYLESKI
REVOCABLE TRUST THE
525 WATERVIEW TRL
ALPHARETTA GA 30022

TURNER SHANE
10145 LAUREN HALL CT
ALPHARETTA GA 30022

VALEANU MARIUS VALEANU MIHAELA
10180 LAUREN HALL CT
ALPHARETTA GA 30022

WHITE ROBERT
160 WRIGHTS MILL PL
ALPHARETTA GA 30022

WRIGHTS MILL COMMONS
HOMEOWNERS ASSN INC
100 A WRIGHTS MILL PL
ALPHARETTA GA 30022

XU RAN & XIE XIAOYAN
145 WRIGHTS MILL PL
ALPHARETTA GA 30022

paradigm
Engineering Services, Inc.

August 19, 2025

Michael Woodman
Planning & Zoning
City of Alpharetta

Re: Rezoning for 10235 Waters Road

Dear Michael.
This zoning application is a request to rezone the 0.841-acre parcel of 10235 Waters Road, in Alpharetta, Georgia. The rezoning request is from CUP to R-15. The purpose of this rezoning application is for the property is to allow for the property to be subdivided into two single family detached lots. The minimum lot width will be 100'. In addition to the district rezoning, we are also requesting a variance to reduce the front building setback from 65' to 50'to allow for the buildings to be moved closer to the street. This will provide additional existing tree-saving area in the rear of the lots. In addition, we are asking for variance to increase the rear building setback from 25' to 35' to force the potential lot buildable area further away from the rear property tree saving areas.

Sincerely,



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

903 Bombay Lane • Roswell • Georgia 30076
770.605.6030 • bdunlop@paradigmeng.net • www.Paradigmeng.net

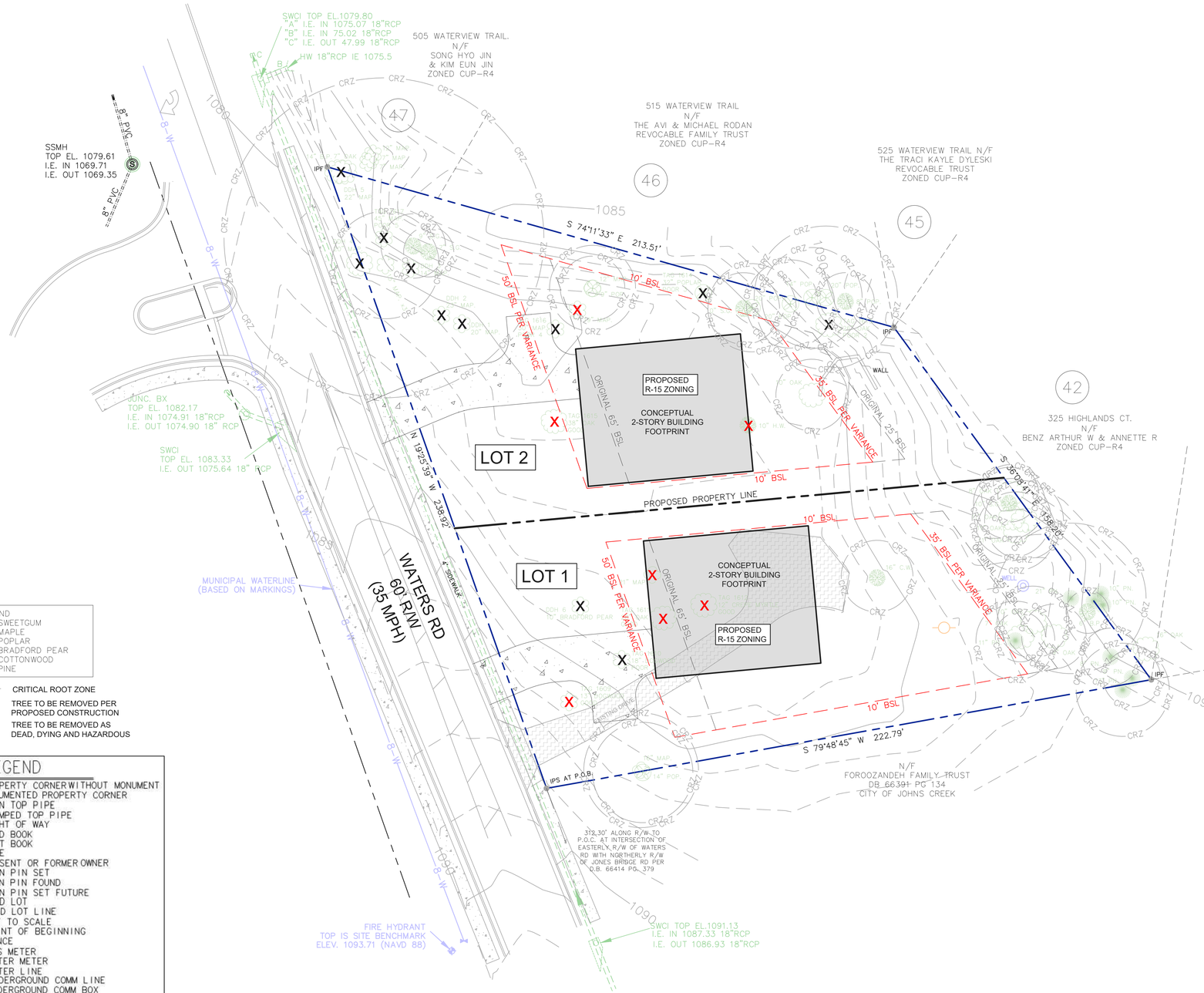
EXHIBIT A

10235 Waters Road

All that tract or parcel of land lying and being in Land Lot 58 of the 1st District, 1st Section of Fulton County, Georgia being particularly described as follows:

To find the true point of beginning, commence at the intersection of the Northerly right-of-way of Jones Bridge Road (60 food right-of way) and the Easterly right of-Way of Waters Road (60 foot right-of way) and run Northerly along the Northerly right-of-way of Waters Road (60 foot right-of-way) 312.30 feet to a 1 inch crimp top pin found, said crimp top pin being the true Point of Beginning; thence continuing along the Easterly right-of-way of Waters Road (60 foot right-of--way), run thence North 21 degrees 09 minutes 33 seconds West for a distance of 238.92 feet to a computed point; run thence leaving the Easterly right-of-way of Waters Road (60 foot right-of-way), run thence South 75 degrees 55 minutes 29 seconds East for a distance of 213.35 feet to a computed point; run thence South 37 degrees 50 minutes 44 seconds East for a distance of 158.27 feet to a computed point; run thence South 78 degrees 05 minutes 21 seconds West for a distance of 222.60 feet to a 1 inch crimp top pin found, said point being the true point of beginning, containing 0.842 acres, more or less as shown on the certain plat of survey for Sima Alahyar, prepared by Levick C. Evans, Georgia Registered Land Surveyor No. 2660 of LCE Engineers, Inc. dated January 30, 1998 and revised April 27, 1998.

Tax Parcel ID: **11 -0180-0058-136-2**



TREE LEGEND

S.G.	SWEETGUM
MAP.	MAPLE
POP.	POPLAR
B.P.	BRADFORD PEAR
C.W.	COTTONWOOD
PN.	PINE

CRZ — CRITICAL ROOT ZONE

X — TREE TO BE REMOVED PER PROPOSED CONSTRUCTION

X — TREE TO BE REMOVED AS DEAD, DYING AND HAZARDOUS

LEGEND

○	PROPERTY CORNER WITHOUT MONUMENT
●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
IPS	IRON PIN SET
IPF	IRON PIN FOUND
IPSF	IRON PIN SET FUTURE
L.L.	LAND LOT
L.L.L.	LAND LOT LINE
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
—X—	FENCE
GM	GAS METER
WM	WATER METER
—W—	WATER LINE
UCL	UNDERGROUND COMM LINE
◆UCB	UNDERGROUND COMM BOX
Ⓒ	COMM MAN HOLE
☼ LP	LIGHT POLE
⌀	POWER POLE
—E—	OVERHEAD POWER LINE
—UE—	UNDERGROUND ELECTRIC
EM	ELECTRIC METER
—FO—	FIBER OPTIC
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
Ⓢ	SANITARY SEWER MANHOLE
—SS—	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
+XXX	SPOT ELEVATION
IE	INVERT ELEVATION

VICINITY MAP

N.T.S.



SITE DATA

PARCEL ID: 11 018000581362
ADDRESS: 10235 WATERS RD
LOT AREA: 0.841 ACRES (36,658 SF)

EXISTING ZONING: CUP
PROPOSED ZONING: R-15

PROPOSED USE: 2 SINGLE FAMILY DETACHED LOTS

MINIMUM LOT SIZE: 15,000 SF
MINIMUM FLOOR AREA: 1,500 SF
MINIMUM LOT FRONTAGE : 100 FEET
MINIMUM BUILDING HEIGHT: 35 FEET

MAXIMUM GROUND COVERAGE
BY PRINCIPAL BUILDINGS: 25%

PROPOSED SETBACKS:
FRONT YARD: 65' (NON LOCAL ROAD)
SIDE YARD: 10'
REAR YARD: 25'

PROPOSED LOT 1
LOT AREA: 18775.80 SF
LOT FRONTAGE: 100'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

PROPOSED LOT 2
LOT AREA: 17902.00 SF
LOT FRONTAGE: 138'
MAXIMUM BUILDING COVERAGE: 3,000 SF (25%)

NORTH

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

GEORGIA811 Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
Before You Dig

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

GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER William B. Dunlop
8/29/2025

paradigm
Engineering Services, Inc.
Post Office Box 1076
Roswell, GA 30077
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2509
Design By:	WBD
Drawn By:	CCR
Checked By:	WBD
Date:	8/29/25
Scale:	1" = 20'

No	Revision	Date

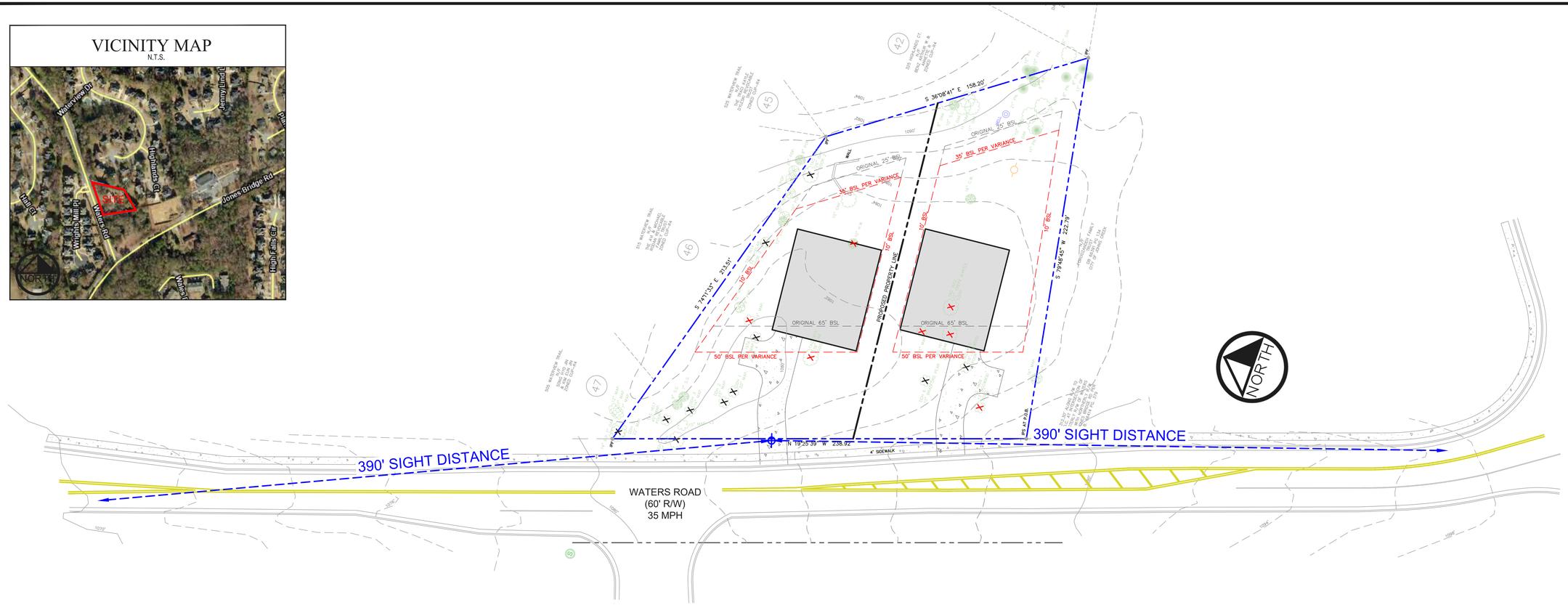
BRKT PROPERTIES
6684 Jimmy Carter Blvd.
Suite 400
Norcross, GA 30071
(631) 652-5179

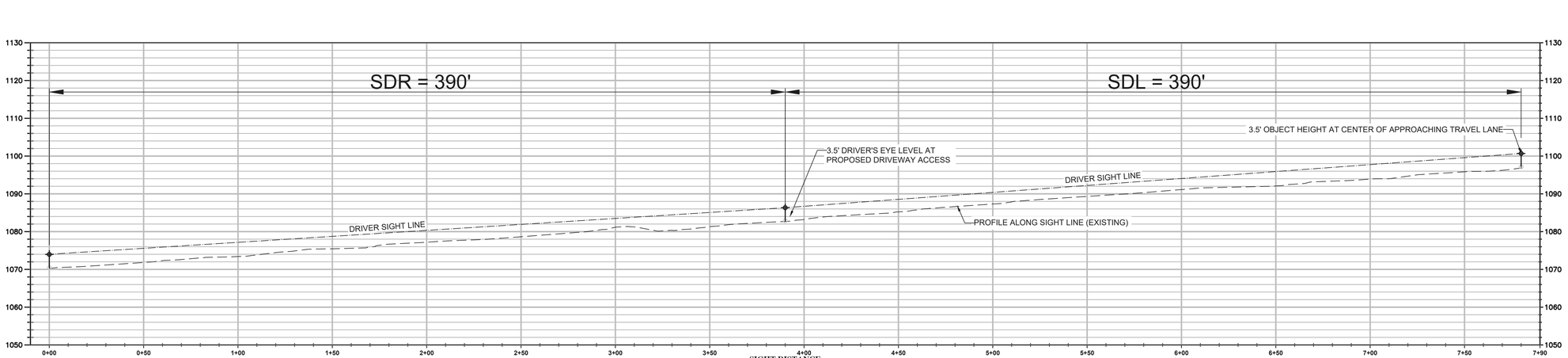
ZONING PLAN & TREE SURVEY
10235 WATERS ROAD

LAND LOT 58, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z1

VICINITY MAP
N.T.S.





SIGHT DISTANCE
SCALE: 1" = 30' HORIZONTAL
1" = 15' VERTICAL

SIGHT DISTANCE CERTIFICATION

I, W. Barry Dunlop, a professional engineer in the state of Georgia, hereby certify that the proposed entrance(s) for the "10235 Waters Road" project is (are) designed with adequate sight distance in each direction. The regulated speed limit at the entrance is 35 miles per hour, and the fronting road is 2-lanes. The designed sight distance at the entrance provides visibility of +390 feet to the right and +390 feet to the left, as required in the latest revision of the Regulations for Driveway & Encroachment Control Manual. The sight distance shall be measured from a point of 15 feet from the travel lane at an eye level of 3.5 feet and looking at an object 3.5 feet above the centerline.

W. Barry Dunlop, P.E. Date 8/29/2025

GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER William B. Dunlop 8/29/2025

GEORGIA 811 Utilities Protection Center, Inc.
Know what's below
Call 811 or (800) 282-7411
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GEORGIA REGISTERED No. 24527 PROFESSIONAL ENGINEER William B. Dunlop 8/29/2025

paradigm
Engineering Services, Inc.
Post Office Box 1076
Roswell, GA 30077
(770) 605-6030
www.Paradigmeng.net

Project No.	P-2509
Design By:	WBD
Drawn By:	LBF
Checked By:	WBD
Date:	8/29/25
Scale:	AS SHOWN

No	Revision	Date

BRKT PROPERTIES
6684 Jimmy Carter Blvd.
Suite 400
Norcross, GA 30071
(631) 652-5179

SIGHT DISTANCE PLAN
10235 WATERS ROAD
LAND LOT 58, 1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Drawing No.
Z2

Specimen Tree Report
City of Alpharetta

Client

Paradigm Engineering



Address

10235 Water Rd

Project

25074

Survey Date

8/19/2025

Alex Phillips
ISA Certified Arborist MA-4868A
Tree Risk Assessment Qualified
American Society of Landscape Architects

Canopy Consultants
www.canopy-consultants.com
404.858.7471

Specimen Tree Inventory

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

Flowering Understory trees over 8" DBH

Sourwood trees over 10" DBH

Beech, Blackgum, Persimmon, Sassafras trees over 20" DBH

Magnolia trees over 20" DBH

Cedrus and Thuja trees over 20" DBH

Overstory Hardwood over 24" DBH

Poplars and Sweetgums trees over 30" DBH

Pine trees over 30" DBH

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

Life expectancy less than 15 years

A trunk with visible decay

More than one major and several minor dead limbs (hardwoods)

Major insect or pathological problems

Tree Inventory

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

Site Location

The site is a large single family lot with no structures located on site. There is a remnant driveway and wall. The property has large over-story trees and understory trees. There are no trees of quality or landscape trees on site.

Definitions

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

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

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

Condition:

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

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

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

Dead: Tree has no bud or leaf production. All limbs are barren and rot is visible.
Invasive: Tree species whose native range is not within the Piedmont classification.

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

Specimen Tree Report

Tag #	DBH	Species	Condition	Comment
1609	13"	*Cornus florida* Dogwood	Good	Tree is in good health.
1610	18"	*Cornus florida* Dogwood	Poor	Poor 1: Dead leaders. Pic 1
1611	28"	*Quercus nigra* Water Oak	Good	Tree is in good health.
1612	14"	*Lagerstroemia indica* Crape myrtle	Good	Tree is in good health.
1613	26"	*Quercus nigra* Water Oak	Poor	Poor 2: Split with included bark. Pic 2
1614	32"	*Liriodendron tulipifera* Poplar	Poor	Poor 3: Split with included bark. Pic 3
1615	38"	*Quercus nigra* Water Oak	Good	Tree is in good health.
1616	30"	*Acer saccharinum* Silver Maple	Poor	Poor 4: Split with included bark and trunk wound. Pic 4
1617	45"	*Acer saccharinum* Silver Maple	Poor	Poor 5: Split with included bark. Pic 5

Total Specimen Sized Trees: 9
Good Condition: 4
Fair Condition: 0
Poor Condition: 5



Pic 1: Dead leaders. Poor 1



Pic 2: Split with included bark. Poor 2



Pic 3: Split with included bark. Poor 3



Pic 4: Split with included bark and trunk wound. Poor 4



Pic 5: Split with included bark. Poor 5

Tree of Quality Report

Tree of Quality Summary: There are no trees of quality on site.

Landscape Tree Report

Landscape Tree Summary: There are no Landscape Trees on Site.

Boundary Tree Report

Boundary Tree Summary: Boundary Tree Survey is incomplete.

DDH Tree Report

Tag #	DBH	Species	Comment
DDH1	20"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 1
DDH2	23"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 2
DDH3	14"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 3
DDH4	20"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 4
DDH5	22"	*Acer saccharinum* Silver Maple	Split with included bark. Pic 5
DDH6	10"	*Pyrus calleryana* Bradford Pear	Invasive. Pic 6

DDH Tree Summary: There are 6 DDH trees on the property. They are located in the far Northwest corner of the property in a drainage swale. The trees are all split Silver Maples with poor form and at least one leader targeting Waters Rd.



Pic 1: Split with included bark. DDH1



Pic 2: Split with included bark. DDH2



Pic 3: Split with included bark. DDH3



Pic 4: Split with included bark. DDH4



Pic 5: Split with included bark. DDH5



Pic 6: Invasive. DDH6

GEORGIA
No.2670
LAND SURVEYOR
DAVID W. SHIRLEY

HB 76 NOTE, EFFECTIVE MAY 08, 2017
Code Section 15-6-67, iii

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

DAVID W. SHIRLEY, RLS #2670 — DATE 7/16/2025

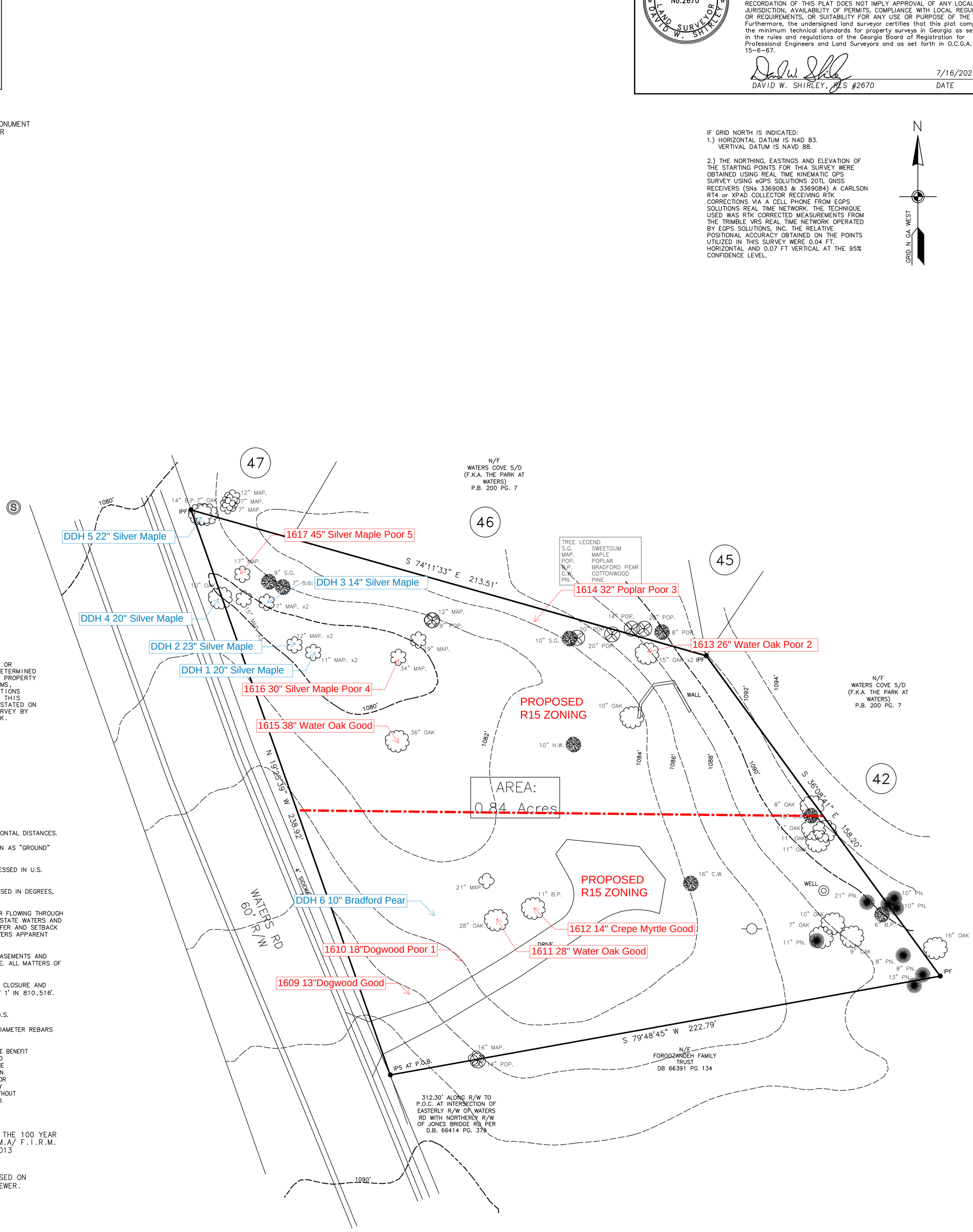
LEGEND

o	PROPERTY CORNER WITHOUT MONUMENT
●	MONUMENTED PROPERTY CORNER
OTP	OPEN TOP PIPE
CTP	CRIMPED TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
N/F	PRESENT OR FORMER OWNER
IPS	IRON PIN SET
IPF	IRON PIN FOUND
IPSF	IRON PIN SET FUTURE
L.L.	LAND LOT
L.L.L.	LAND LOT LINE
N.T.S.	NOT TO SCALE
P.O.B.	POINT OF BEGINNING
-X-	FENCE
GM	GAS METER
WM	WATER METER
-W-	WATER LINE
UCL	UNDERGROUND COMM LINE
◆UCB	UNDERGROUND COMM BOX
Ⓣ	COMM MAN HOLE
LP	LIGHT POLE
∅	POWER POLE
-E-	OVERHEAD POWER LINE
-UE-	UNDERGROUND ELECTRIC
EM	ELECTRIC METER
-FO-	FIBER OPTIC
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
Ⓢ	SANITARY SEWER MANHOLE
-SS-	SANITARY SEWER LINE
BL	BUILDING LINE
CL	CENTERLINE
+XXX	SPOT ELEVATION
IE	INVERT ELEVATION

IF GRID NORTH IS INDICATED:
1.) HORIZONTAL DATUM IS NAD 83.
VERTIVAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTINGS AND ELEVATION OF THE STARTING POINTS FOR THIA SURVEY WERE OBTAINED USING REAL TIME KINEMATIC GPS SURVEY USING eGPS SOLUTIONS 20TL GNSS RECEIVERS (SNs 3369083 & 3369084) A CARLSON RT4 or XPAD COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT VERTICAL AT THE 95% CONFIDENCE LEVEL.

N
GRID N GA WEST



LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

REFERENCES
D.B. 66414 PG. 379
P.B. 200 PG. 7

SURVEY NOTES:
1.) ALL DISTANCES ON SURVEY ARE HORIZONTAL DISTANCES.

2.) ALL DISTANCES ON SURVEY ARE SHOWN AS "GROUND" DISTANCES.

3.) ALL DISTANCES ON SURVEY ARE EXPRESSED IN U.S. SURVEY FEET
.
4.) ALL ANGULAR DIRECTIONS ARE EXPRESSED IN DEGREES, MINUTES AND SECONDS.

5.) IF INDICATED, STREAMS ORIGINATING OR FLOWING THROUGH THE MAPPED PROPERTY ARE CONSIDERED STATE WATERS AND ARE SUBJECT TO LOCAL GOVERNMENT BUFFER AND SETBACK REQUIREMENTS. THERE ARE NO STATE WATERS APPARENT WITHIN THE PLATTED BOUNDARY.

6.)THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY BOTH PUBLIC AND PRIVATE. ALL MATTERS OF TITLE ARE EXCEPTED.

7.) THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A CLOSURE PRECISION OF 1' IN 810,516'.

8.) FIELD WORK AND MAP PREPARED BY D.S.

9.) ALL PINS SET ARE FOUND ARE 1/2" DIAMETER REBARS UNLESS OTHERWISE NOTED.

10.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A LEGAL TITLE SEARCH, AND IS SUBJECT TO ANY AND ALL DISCLOSURES PRODUCED BY SAME INCLUDING EASEMENTS WHETHER OR NOT SHOWN ON THIS PLAT. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITY NAMED HEREON. EDITING OR REPRODUCTION WITHOUT THE CONSENT OF THE SURVEYOR IS PROHIBITED.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN ACCORDING TO F.E.M.A/ F.I.R.M. MAP# 13121C0088G DATED 9/18/2013

TOPOGRAPHIC CONTOURS SHOWN BASED ON DATA FROM NOAA DATA ACCESS VIEWER.

PREPARED BY:
D&S LAND SURVEYING, INC.
DAVID W. SHIRLEY, RLS #2670
P.O. BOX 4968
CANTON. GA 30114
770-720-4443
DSSURVEYMAILBOX@GMAIL.COM
DSLANDGA.COM

0' 20' 40'
GRAPHIC SCALE: 1" = 20'

BOUNDARY & TREE SURVEY FOR:
JOHN EJUMEJOWO
10235 WATERS RD ALPHARETTA, GA
LAND LOT: 58
DISTRICT: 1 – SECTION: 1
FULTON COUNTY, GEORGIA
FIELD DATE: 7/7/2025
MAP DATE: 7/16/2025
JOB NUMBER: 25-178

Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

Tax Bill

141 Pryor Street
Atlanta, Georgia 30303
404.613.6100

Property Owner	Parcel Identification	Description	User ID
CAPITAL DESIGN & CONSTRUCTION INC	11 018000581362	Real Estate	IWR

Tax District 10 - ALPHARETTA

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
10235 WATERS ROAD	5340864	383,700	153,480

City Exemption

County Exemption

City Sales Tax Credit $0.00

County Sales Tax Credit $29.01

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2024	County	4,008.90	0.00	0.00	4,008.90	0.00	11/15/2024
2023	County	4,019.65	0.00	0.00	4,019.65	0.00	11/15/2023
2022	County	3,597.10	62.36	0.00	3,659.46	0.00	11/15/2022
2021	County	1,443.32	0.00	0.00	1,443.32	0.00	11/15/2021
2020	County	1,460.75	0.00	0.00	1,460.75	0.00	11/15/2020
2019	County	1,441.53	0.00	0.00	1,441.53	0.00	10/15/2019
2018	County	1,423.72	0.00	0.00	1,423.72	0.00	10/31/2018

Grand Total Due $0.00

Mailing Address

CAPITAL DESIGN & CONSTRUCTION INC
705 PINNACLE CT
NORCROSS GA 30071

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at 404.613.6100 for the official balance due on their parcel(s).

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: March 2, 2026

AGENDA ITEM:

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

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: March 2, 2026

AGENDA ITEM:

Purchase Approval: Annual Workstation Equipment Replacement
Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of $140,000.00, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the request to purchase workstation equipment for the annual replacement of technology for all City departments in fiscal year 2026 in the amount of $140,000.00, and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Technology Replacement/30117400-542400-C1313	$140,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Technology Replacement/30117400-542400-C1313	$140,000

ITEM DESCRIPTION:

Background Information
This request is to provide for the annual replacement of workstation equipment for all City departments. Starting in fiscal year 2021, the City began an effort to replace desktops with laptops. This process continues as we have seen the benefits to the employee and the City of having a mobile workstation. The current City standards for workstation equipment replacement (based on funding availability) are as follows: desktops and laptops (4 years) and monitors (8 years). The refresh of IT equipment is scheduled throughout the fiscal year and is allocated to the most essential needs first. Currently, the fleet has approximately 520 desktops and laptops in support of employees. While not every employee is assigned a computer, where needed, several have a laptop and desktop. We also have many computers used for training or shared use among the departments, including several public kiosk computers. 16%, or 84, will be replaced this year, which is a lower than normal, but still aligns with a four-year schedule. This year's equipment replacement includes the items below and a breakdown of the costs.

FY26 Models	Unit Price	Qty Needed	Total Price
Pro 14 Plus Laptop	$1,395.35	20	$27,907.00
Pro 16 Plus Laptop	$1,449.50	29	$42,035.50

Pro Max 16 Laptop	$2,445.95	13	$31,797.35
Pro 24 AIO Desktop	$1,154.73	17	$19,630.41
Pro Max Slim Desktop	$2,505.34	5	$12,526.70
Pro Smart Dock	$243.73	11	$2,681.03
Monitor	$162.49	5	$812.45
Misc. Equipment			$2,609.56
	Total		**$140,000.00**

Budgeting

As in prior years, funding for technology replacement is placed in one capital project account to allow for more efficient management. The main component of the technology replacement account is funding for workstation and mobile equipment replacement. This request for $140,000.00 is within the fiscal year 2026 budget.

During FY25's replacement of 133 computers, we saw a significant increase in prices when comparing July-December to January-June. The table below shows those prices. Because of the volatility in the computer market, we made a strategic decision in FY26 to wait and see if the prices lowered as the market settled. Our strategy has paid off as we have seen a significant price reduction from one year ago. There is currently a massive computer parts shortage world-wide, which is driving prices up, however, we were able to negotiate prices that are now in line with FY25.

FY26 Models	**FY25 July-December Unit Price**	**FY25 January-June Unit Price**	**FY 26 Unit Price**
Pro 14 Plus Laptop	$1,384.85	$1,800.09	$1,395.35
Pro 16 Plus Laptop		$1,888.00	$1,449.50
Pro Max 16 Laptop	$2,849.24	$3,066.76	$2,445.95
Pro 24 AIO Desktop		$1,342.42	$1,154.73
Pro Max Slim Desktop		$2,330.89	$2,505.34
Pro Smart Dock	$202.49	$251.24	$243.73
Monitor	$154.99	$154.99	$162.49

Procurement

Workstation equipment refresh will be procured through Dell Marketing, Inc. using State of Georgia technology contract 99999-SPD-SPD0000161-0004. This provides consistency of platform for management, operations, and maintenance as Dell is recognized as a leader in enterprise-class workstation and endpoint equipment. A copy of the state contract is attached.

ALTERNATIVES:

Do not procure workstation equipment replacement in fiscal year 2026. This is not recommended as workstations will enter a fifth year out of warranty and more prone to failure.

ATTACHMENTS:

1. Dell 99999-SPD0000161-04

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
End-User Computing	**99999-SPD0000161**	**99999-SPD-SPD0000161-0004**

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Dell Marketing L.P.
(hereafter called Contractor)

2. Contract to Begin:	Date of Completion:	Renewals:
Date of Last Contract Signature	June 2, 2021	**Five (5) One-Year Options to Renew**

3. Performance Bond, if any:	Other Bonds, if any:
NONE	**NONE**

4. Authorized Person to Receive Contract Notices for Agency:	Authorized Person to Receive Contract Notices for Contractor:
Dr. Carl Hall Contract Management Manager Georgia Department of Administrative Services State Purchasing Division 200 Piedmont Avenue, SW, Suite 1308 West Tower Atlanta, GA 30334	**Katherine Dunay** **Contract Program Manager** Dell Marketing LP One Dell Way, RR1-33 Round Rock, TX 78682

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Products and Ancillary Services** **Exhibit 1A. Reserved** **Exhibit 1B. Reserved**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Dell Marketing L.P.

By *(Authorized Signature)*	Date Signed
Charlene L. Wilkinson	4/29/2019

Printed Name and Title of Person Signing
Charlene L. Wilkinson, Commercial Counsel

Address
One Dell Way, RR1-33
Round Rock, TX 78682

7.

Agency

Agency Name
Georgia Department of Administrative Services

By *(Authorized Signature)*	Date Signed
	June 3, 2019

Printed Name and Title of Person Signing
Lisa Eason, Deputy Commissioner, State Purchasing Division

Address
200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Products and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) **"Agency"** means the Department of Administrative Services of the State of Georgia.

(ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.

(iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) **"Contractor"** means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.

(v) **"Purchase Instrument"** means the documentation issued by the User Agencies to the Contractor for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

(vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.

(viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of

identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract.

2. **Certified Source of Supply and Ancillary Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the equipment and the services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.

3. **Priority of Contract Provisions**. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services including, but not limited to, license terms for any Contractor-branded software provided by Contractor pursuant to this Statewide Contract. Notwithstanding anything to the contrary in this Statewide Contract, Contractor as a reseller of third-party software is not authorized to modify the third-party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable license agreement provided with the software.

4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified products, software, and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all software, products, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those software, products, services and deliverables as may additionally be described in the Response.

2. **Software Licenses.** For all Contractor-branded software and, to the extent allowed by applicable publisher's end user license agreement, all third party software, Contractor shall provide software licenses in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a non-exclusive, non-assignable, royalty free license and/or sublicense to use, execute, maintain, reproduce, display, and perform copies of software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:

   (i) For backup, archive or emergency restart purposes;

   (ii) For disaster recovery and disaster recovery testing purposes;

   (iii) To migrate the software for use on other computers and/or hardware;

   (iv) In order to facilitate installation and distribution of the software; and

   (v) To store the software at any off premise location which the User Agencies use for storage purposes.

   As a reseller of third party software, Contractor is not authorized to modify the third party license agreement or to directly license such software. All third party software will be licensed subject to the terms of the applicable license agreement provided with the third party software.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;

   (ii) Create derivative works based on the software;

   (iii) Reverse engineer, disassemble, or decompile the software; or

   (iv) Remove any identification or notices contained on the software.

4. Bankruptcy.

   (i) **Notice of Insolvency**. Contractor shall provide DOAS and, if requested by DOAS, User Agencies, with written notice within five (5) business days of Contractor or Contractor's knowledge of a third-party licensor's petition in bankruptcy or insolvency or upon any other proceeding or action by or against a third-party licensor under the relevant law on

insolvency or bankruptcy, or after the making by third-party licensor of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of third-party licensor's business or for the termination of its corporate charter.

(ii) **Rejection of Executory License**. The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor or a third-party licensor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the third-party licensor under the relevant law on insolvency or bankruptcy, this Statewide Contract shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Statewide Contract pursuant to bankruptcy law, User Agencies shall have the option of using the Contractor-branded Software and,. to the extent permitted by the applicable third-party software licensing terms, such third-party software, for either the original term of the applicable software license or a period of five years after rejection is requested.

5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

6. **Delivery and Acceptance.** Unless the RFX requires otherwise, all products shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered and accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

(i) Fixed Pricing Services. Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.

(ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.

(iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of such deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. User Agency must provide notice of the rejection of

a deliverable within a reasonable period of time as agreed between Contractor and User Agency, except that User Agency shall have thirty (30) days from the date of Contractor's submission of the deliverable or Contractor's demonstration of the deliverable, whichever occurs last. User Agency's failure to either accept or reject a deliverable within the acceptance time period shall not constitute automatic acceptance of the deliverable; however, the User Agency shall be in default of this Statewide Contract. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing such cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained herein shall limit the warranties and representations and the available remedies set forth in this Statewide Contract.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide products, software, and services similar to the products, software, and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar products, software, and services from other contractors.

8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are firm and fixed and are not subject to variation for the duration of the Statewide Contract unless Agency agrees to a change during a contract renewal period as further described in the RFX. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, individual invoices for the products, software, and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears within thirty (30) days of the date of an undisputed invoice, subject to acceptance as specified in Section C(5)(iii) above, and in accordance with applicable provisions of State law.

   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide

Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any order of $250,000.00 or more. User Agency shall release the Retainage to Contractor only upon final and complete delivery of all products, software and services as defined in the Purchase Instrument and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any product, software or service as required by the Statewide Contract, the Contractor shall not be entitled to any compensation which represents payment for such product, software or service under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for software, products, and/or services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver as required by the terms of the Statewide Contract and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agencies to procure replacement products or services, then User Agencies may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price for such replacement product or alternative services. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

5. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

6. **Leasing and Financing.** For the products, software and services Contractor is authorized to provide pursuant to this Statewide Contract, Contractor (or a third party selected by Contractor and pre-approved in writing by Agency) is authorized to offer leasing or financing options to Authorized Users provided any such lease or finance transaction entered into shall be subject to the terms of this Statewide Contract and shall occur using a standard, pre-approved leasing or financing template, as applicable, mutually acceptable to Agency and Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

b. Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

c. The Contractor fails to comply with confidentiality laws or provisions; and/or

d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

a. The Contractor fails to deliver or has delivered nonconforming software, products and/or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

g. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

(iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, with the exception of Force Majeure event, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within thirty (30) days of Contractor's receipt of the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

   (i) Immediately terminate the Statewide Contract without additional written notice; and/or

   (ii) Procure substitute software, products and/or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,

   (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

   The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

   (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase, lease or financing purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.

   (ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, lease or financing purchase in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

   In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide

Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

(ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

(iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;

(iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor.

5. **User Agency Leases and Financing Agreements Survive Termination of the Statewide Contract.** Upon expiration of the Statewide Contract or in the event of termination of the Statewide Contract for any reason by the Agency, User Agency leases and financing agreements, if any, entered into under this Statewide Contract shall survive and continue in accordance with the terms and conditions of this Statewide Contract and each User Agency's lease and financing agreement. Contractor shall continue to perform its obligations and honor the terms, conditions and pricing as set forth in the User Agency lease and financing agreements as applicable until the expiration or termination of such agreements. Upon expiration or termination of the Statewide Contract, User Agencies may, at their sole discretion, elect to exercise any remaining renewal options for existing lease or financing agreements, if any, in accordance with the terms of the agreements; however, no lease or financing agreement shall be extended beyond the total duration of the lease or financing agreement as established at the time the Statewide Contract expires or is terminated unless otherwise approved by the Agency.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** Each of the party's employees, agents and subcontractors may have access to confidential data of the other party, including, but not limited, personally identifiable information, maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. Contractor information provided to Agency or User Agencies under this Statewide Contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. No later than ten (10) days from the date this Statewide Contract is fully executed, to the extent allowed by and subject to the requirements of the State of Georgia Open Records law and the State of Georgia Purchasing Act, each party shall comply with the following requirements:

(i) Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Statewide Contract, and shared with employees, agents or contractors with a need to know such information to support that purpose.

(ii) Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential.

(iii) Contractor shall maintain and provide to the State, if requested, a written description of the Contractor's policies and procedures to safeguard confidential information;

(iv) Each party's policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

(v) The Contractor's designated Contractor Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of Section F, Confidential Information; and

(vi) Each party shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

Agency's or User Agencies' private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as required by law or with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to the Contractor for purposes of performing pursuant to this Statewide Contract shall remain the property of the Agency or User Agencies as applicable. Any data specifically created by the Contractor for Agency or User Agencies during the performance of this Statewide Contract and specifically identified in a Statement of Work shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.

4. **Reporting of Unauthorized Disclosure.** Each party shall immediately report in writing to the other party any unauthorized disclosure of confidential information. In the event of unauthorized disclosure by Contractor of the State's confidential information, then Contractor, at no additional cost to DOAS or Agencies, shall be responsible for providing any and all notices required by law.

5. **Survives Termination.** Both parties' confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and (collectively, "Indemnified Parties") from any and all third party costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor resulting in personal injury or death or damage to real property or tangible personal property;

(ii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Contractor branded products or any parts thereof provided in Contractor branded products under the Statewide Contract;

(iii) Claims, demands, or lawsuits that, with respect to the Contractor branded products or any parts thereof provided in Contractor branded products, allege product liability, strict product liability, or any variation thereof;

(iv) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;

(v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

(vi) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

(vii) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractor's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified Parties.

Notwithstanding anything to contrary herein, non-Contractor branded software, products and services are provided subject to the third party manufacturer or licensor's applicable software license and warranty. For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights, that Contractor currently or subsequently has in place with the manufacturer or publisher.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or

compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. Patent/Copyright Infringement Indemnification.

With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification.

With respect to third party claims, Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Contractor branded products or software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Contractor branded products or software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

(i) Procure for the State the right to continue using the software;

(ii) Replace or modify the same so that it becomes non-infringing; or

(iii) If neither (i) or (ii) is reasonably achievable, remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

(i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;

(ii) Use of the software or hardware in combination with apparatus or devices not supplied by Contractor;

(iii) Use of an allegedly infringing version of the software, if the alleged infringement could have been avoided by use of a different version made available to the Indemnified Party at no additional cost;

(iv) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;

(v) Any modification to hardware or software made by User Agency; or

(iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection and intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to Agency or User Agencies.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the insurable indemnification obligations set forth in the Statewide Contract throughout the duration of the Statewide Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured under the Commercial General Liability policy as respects insurable liabilities assumed by Contractor under this Statewide Contract. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage for insurable liabilities applicable to the Statewide Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability,

The Contractor is required to maintain the following insurance coverage's during the term of the Statewide Contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	$100,000;
Bodily injury by disease - per employee	$100,000;
Bodily injury by disease – policy limit	$500,000.

2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	$1,000,000
Personal & Advertising Injury Limit	$1,000,000

General Aggregate Limit	$2,000,000
Products/Completed Ops. Aggregate Limit	$2,000,000

3) Automobile Liability
Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the Statewide Contract

Combined Single Limit	$1,000,000

4) Errors and Omissions Limit $2,000,000

5) Commercial Umbrella Limit $2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the named insured. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with Agency prior to commencement of any work under the statewide contract and remain in effect for the duration of the Statewide Contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to Agency, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the Contractor must procure the required insurance and provide Agency with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the software, products and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Contractor branded software, products and services provided by the Contractor. If permissible under the applicable third party manufacturers' and third party software publishers' agreement, Contractor shall assign and pass through to the State all applicable third party product manufacturers' and third party software publishers' warranties, covenant and indemnification provisions to the extent permissible under Contractor's agreement with the applicable third party. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Software, Products or Services.** All Contractor-branded software, products and services delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any software, products or services offered by the Contractor are found to be defective in material or workmanship, or do not conform to manufacturer's or publisher's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective software, products or services at Contractor's expense in accordance with the terms of the applicable warranty or Dell Return Policy in effect at the time of purchase. Payment for such defective software, products or services shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Contractor branded products provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986, to the extent such requirements are applicable to the subject product.

4. **Originality and Title to Concepts, Materials, and Products Produced.** Contractor represents and warrants that all the concepts, materials, software, products and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, software, products and works. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, products and services contemplated by the Statewide Contract.

   Notwithstanding anything to the contrary in the foregoing, to the maximum extent permitted by law, Non-Contractor branded products and services are provided subject to the third party manufacturer's or licensor's applicable software license and warranty. Contractor agrees to pass through to purchaser any indemnification or warranty provided by the manufacturer or licensor with respect to intellectual property infringement or indemnification to the extent permissible under Contractor's agreement with the applicable third party.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the software, products and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or

encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person (provided the request is not illegal under the circumstances) with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Statewide Contract.

11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Agency of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the products are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such products be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including Exhibits 1A and 1B and any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

   Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

   (i) Local license or permit requirements;

(ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and

(iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies to items (i) and (ii) below and Contractor will use commercially reasonable efforts to ensure processes are in place to obtain requested certifications under item (iii) below from subcontractors. In addition, Contractor requires all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and

reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

(i) At the time it is actually received; or,

(ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

(iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing software, products and services to the State are responsive to the State's requirements and requests in all respects.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

(i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and

(ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce products provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

28. **Use of Name or Intellectual Property**. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed $10,000,000.00 (Ten Million U.S. Dollars) or the total amount paid to Contractor for its performance under this Statewide Contract, whichever amount is greater, but not to exceed 125% of the total amount paid to Contractor during the prior 12 months of this Statewide Contractor for its performance under this Statewide Contract.

    No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other tangible property due to Contractor's negligent or intentional and willful wrongful act or omission while such equipment or other tangible property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

    NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM OR NETWORK OR THE RECOVERY OF SUCH, PROVIDED THAT (i) THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING DIRECTLY FROM A PARTY'S INTENTIONAL WRONGFUL ACTS OR A PARTY'S FAILURE TO BACK-UP DATA IF SUCH PARTY SPECIFICALLY AGREES WITHIN A STATEMENT OF WORK TO BE RESPONSIBLE FOR BACKING-UP DATA AND (3) LOSS OF BUSINESS OPPORTUNITY (4) BUSINESS INTERRUPTION OR DOWNTIME.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered; such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

    Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

EXHIBIT 1A
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR END USER COMPUTING

User Agency Leasing Agreement

RESERVED

EXHIBIT 1B
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
Standard Amendment to End User License Agreements for Commercial Off-the-Shelf Software

RESERVED

CONTRACT AMENDMENT # 4
RENEWAL # 3
REMAINING RENEWALS # 2

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2022 – 06/02/2023

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2023
End Date of New Contract Term:	06/02/2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing LP
Authorized Signature:	Katherine Castillo
Printed Name and Title of Person Signing:	Katherine Castillo Paralegal Advisor
Date:	May 15, 2023
Company Address:	

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/15/2023
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

Statewide Contract Information Sheet

Statewide Contract Number	**99999-SPD-SPD0000161-0004**	**NIGP Code**	**20410, 20442, 20448, 20453, 20454, 20455, 20460, 20468, 92007, 92031, 92047, 93921**
Name of Contract	**End-User Computing**		
Effective Date	**June 3, 2019**	**Expiration Date**	**June 2, 2024**

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Supplier Information Sheet

Contract Information	
Statewide Contract Number	**99999-SPD-SPD0000161-0004**
PeopleSoft Supplier Number	**0000015689**
Supplier Name & Address	
Dell Marketing L.P. One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Katherine_Dunay@dell.com Phone: (512) 723-0818	
Contact Details	
Ordering Information	Donna Crim Account Executive Donna.crim@dell.com Phone: (404) 731-4824
Remitting Information	P. O. Box 534118 Atlanta, GA 30353-4118
Discounts	See Supplier Percentage Discount sheet
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current

	policies governing the Purchasing Card program.

General Contract Information

The purpose of this contract is to provide a Statewide source of supply and services for End-User Computing. The equipment and services pursuant to this contract have been awarded the following four Categories:

Category A	Desktops, Laptops, Tablets (including associated accessories and peripherals for each).
Category B	Ruggedized Computing Devices (including associated accessories and peripherals).
Category C	Thin Client (including associated accessories and peripherals)
Category E	PC Peripherals and Accessories (Printers are not within the scope of this contract award).

Please Note the following is not available:

Category D	Virtual Reality (was not awarded under this statewide contract).

See the Percentage Discount Off List Price document for Category pricing. All discounts shown are minimum discounts, and Suppliers may provide additional or deeper discounts to State and Local agencies under the Statewide Contract.

State entities should ask for "Academic Pricing" if obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization. Academic organizations receive significantly lower prices or significantly deeper discounts from many hardware manufacturers.

State entities must place a purchase order prior to acquiring hardware or services.

Awarded Category:

Dell Marketing L. P.B has been awarded the following Categories:
Category A – Desktops, Laptops, Tablets
Category B – Ruggedized Computing
Category C – Thin Clients
Category E – Peripherals and Accessories

Ordering Instructions:

Statewide Contract Number: 99999-SPD-SPD0000161-0004 – Dell Computers

How to Purchase

1. Review the Supplier's Percentage Discount (applicable to product and awarded category). For Percentage Discount Off List Price, see attachment. All percentage discounts shown are minimum discounts. Supplier may provide additional or increased discount % to State and Local agencies under the Statewide Contract.
2. Contact Supplier directly for possible bulk pricing/discounts.
3. You may view the Supplier products and pricing by accessing Team Georgia Marketplace.
4. You may order the Supplier products by accessing Team Georgia Marketplace. You may also order by contacting the Supplier directly, or if applicable, by contacting their approved Reseller.
5. Purchase Orders must reflect the Supplier and contract number.
6. Payments are to be remitted to the Supplier referencing the contract number.

How to Lease:

1. Complete the MANDATORY User Agency Lease Agreement, located on Team Georgia Marketplace **(This is the only approved Lease Agreement).** Lease Options Available: 24 months, 36 months, 48 months, 60 months.
2. Contact the awarded statewide supplier.

Supplier Name	Awarded Category	TGM Catalog	Order Direct	Reseller as of 06/17/2019	Leasing
ByteSpeed Computers	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No	Yes
CDW Government, LLC	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
Dell Marketing. L.P	Category A: Desktops and Laptops, Category B: Ruggedized Computing Devices Category C: Thin Client Category E: PC Peripherals and Accessories	Informatino Only	Yes	No*	No
GovConnection, Inc.	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
HP, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Lenovo - United States, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Panasonic Corporation of North America	Category B: Ruggadized Computing Devices	Information Only	Yes	No*	Yes
Howard Industries, Inc.	Category A: Laptops	Information Only	Yes	No	Yes
* Reseller certification in progress. Details will be provided.					

How to Pay:

The items on this contract should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program manager at cardprograms@doas.ga.gov.

For detailed P-card Information, visit the State's P-card web site at: http://doas.ga.gov/state-purchasing/statewide-card-programs/purchasing-cards

Changes/Renewals/Extensions

Renewal #1	June 3, 2021 - June 4, 2022
Renewal #2	June 3, 2022 - June 2, 2023
Renewal #3	June 3, 2023 - June 2, 2024

DOAS Contact Information

Donnie Treadway
Contract Management Specialist
donnie.treadway@doas.ga.gov
(404) 463-0824

For Team Georgia Marketplace questions

Procurement Help Desk
(404) 657-6000
procurementhelp@doas.ga.gov

DocuSign Envelope ID: 199B568E-AD77-40F8-90C7-52EA44212E7F

CONTRACT AMENDMENT # 5
RENEWAL # 4
REMAINING RENEWALS # 1

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2023 – 06/02/2024

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2024
End Date of New Contract Term:	06/02/2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

DocuSign Envelope ID: 199B568E-AD77-40F8-90C7-52EA44212E7F

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	
Printed Name and Title of Person Signing:	Ana Pitti
Date:	March 27, 2024
Company Address:	One Dell Way, Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/20/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010

Docusign Envelope ID: 7C6A9272-49F6-413D-A5F5-87FFED5F17C4

CONTRACT AMENDMENT # 6
RENEWAL # 5
REMAINING RENEWALS # 0

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2024 – 06/02/2025

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2025
End Date of New Contract Term:	06/02/2026

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

Docusign Envelope ID: 7C6A9272-49F6-413D-A5F5-87FFED5F17C4

2. **NEW ADMINISTRATIVE FEE:** This Statewide Contract is hereby amended to revise the administrative fee from 1.5% to 1.25%. The 0.25% reduction in fee is be reflected in a 0.25% increase in the Pricing Discounts for all categories on the End-User Computing contract. This reduction in the administrative fee will go into effect on July 1st, 2025.
   As reflected in the table below:
   Category A – Desktops, Laptops & Tablets - 15.25%
   OptiPlex, Dell Pro Desktops, Latitude, Dell Pro Laptops, Dell Edu Laptops

   Category B – Ruggedized Computing - 15.25%
   Dell Pro Rugged Laptops

   Category C – Thin Clients - 15.25%

   Category E – Peripherals and Accessories - 15.25%
   Dell-Branded Customer Kits related to the products in Category A, B, and C

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing LP
Authorized Signature:	Katherine Castillo
Printed Name and Title of Person Signing:	Katherine Castillo- Paralegal Advisor
Date:	04/25/2025
Company Address:	One Dell Way, Round Rock. Austin, TX

Docusign Envelope ID: 7C6A9272-49F6-413D-A5F5-87FFED5F17C4

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner – State Purchasing
Date:	5/6/2025
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

DELL MARKETING, LP
END-USER COMPUTING
PRICE SCHEDULE
CONTRACT ID #99999-SPD-SPD0000161-0004
EXHIBIT "A"

Category A: Desktops, Laptops and Tablets		
Subcategory: Laptop Devices	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Laptop Devices	13.25%	15.25%
Peripherals	5.25%	5.25%
Accessories	5.25%	5.25%
Services	0%	0%
Subcategory: Desktop Devices	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Desktop Devices	13.25%	15.25%
Peripherals	5.25%	5.25%
Accessories	5.25%	5.25%
Services	0%	0%
Subcategory: Tablet Devices	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Tablet Devices	13.25%	15.25%
Peripherals	5.25%	5.25%
Accessories	5.25%	5.25%
Services	0%	0%

Category B: Ruggedized Computing		
Subcategory: Ruggedized Devices	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Ruggedized Devices	13.25%	15.25%
Peripherals	5.25%	5.25%
Accessories	5.25%	5.25%
Services	0%	0%

Category C: Thin Clients		
Subcategory: Thin Client Devices	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Thin Client Devices	13.25%	15.25%
Peripherals	5.25%	5.25%
Accessories	5.25%	5.25%
Services	0%	0%

Category E: Peripherals & Accessories		
Subcategory: Peripherals, Accessories, Products and Services	**MSRP % DISCOUNT**	**EDUCATIONAL MSRP % DISCOUNT**
Peripherals	13.25%	15.25%
Accessories	13.25%	15.25%
Services	0%	0%

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the 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(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

372632
Federal Work Authorization User Identification Number

Nov 16, 2010
Date of Authorization

Dell Inc
Name of Contractor

Name of Project

Name of Public Employer

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

Executed on March, 18, 2025 in Round Rock (city), TX (state).

Shelley Morris
Signature of Authorized Officer or Agent

Shelley Morris - HR Compliance
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18th DAY OF March, 2025.

Lynda Harbove
NOTARY PUBLIC
My Commission Expires: 04-22-2027

LYNDA HARBOVE
Notary Public, State of Texas
Comm. Expires 04-22-2027
Notary ID 2267246

STAFF REPORT

Department: Public Works
Submitted By:
Meeting Date: March 2, 2026

AGENDA ITEM:

Change Order to Request For Proposal 25-1003: Fire Station 81 Construction Manager at Risk - Construction Services and Change Order to Request For Proposals 23-117: Jericho Design Group, LLC for Fire Station 81

Consideration of approval of Change Order 1 associated with Request for Proposal 25-1003 to Ajax Building Company, LLC for an amount of $3,048,937.00 for construction services associated with a Construction Manager at Risk delivery method for an addition and enhancements at Fire Station 81 and award change order number 2 to Jericho Design Group, LLC in amount of $65,000 for related construction administrative services, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve Change Order 1 associated with Request for Proposal (RFP) 25-1003 to Ajax Build Company, LLC for an amount of $3,048,937.00 for construction services associated with a Construction Manager at Risk delivery method for an addition and enhancements at Fire Station 81 and award change order number two to Jericho Design Group, LLC in amount of $65,000 for related construction administrative services, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $3,113,937.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
FS 81 Renovations (30131150-541300 - C2501)	$2,724,000
Fire Station Assessments	$199,000
Generator Replacement 30141100 541300 C2004	$64,501
Fire Station Renovations 30141100 541300 C1902	$2,598
Public Safety Impact Fees	$144,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00

ITEM DESCRIPTION:

On August 28, 2023, City Council awarded RFP 23-117 to Jericho Design Group for the amount of $97,500, to perform assessments at each station, develop conceptual floorplans at each station, meet with the project team to review and make revisions to the floorplans and develop cost estimates. Upon conclusion of the initial phase, it was determined the City would move forward with improvements to Fire Station 81.

On October 28, 2024, City Council awarded Change Order 1 to Jericho in the amount of $243,420 to develop

detailed construction plans for an addition to Fire Station 81, along with renovations to the bunk area, living area, and modifications to the apparatus bay. Ajax was awarded RFP 25-1003 for Pre-Construction Services associated with the project on Jun 16, 2025, in the amount of $11,000 associated with a Construction Manager at Risk (CMAR) model.

Ajax, Jericho, and City staff have worked collaboratively over the last several months to develop the clean room and enhancements in the bunk room, bay, and living quarters of Fire Station 81. Fire Station 81's clean room expansion is 1,746 square feet. The clean room provides a sanitary place for firefighters to remove their protective gear and wash the gear in an environment that will not trace carcinogens into the living quarters, sleeping quarters or apparatus bay. Improvements to the apparatus bay include protective film over the windows to reduce the temperature in the bay as well as new front and rear bay doors. The front bay doors will be bi-fold action and the rear doors will be the roll-up type. Installing bi-fold front doors places less strain on the motor, chain, and springs of a traditional door as well as opens up faster.

The initial concept was developed in the Spring 2024 and determined that the project cost had the floor plan changed in a few ways that contributed to the project cost coming in over budget. The first area of difference is the concept did not include a separate bathroom/shower area for females. The washer and dryer were relocated from the living (kitchen family) side of the station to the bunk room side of the station. In keeping with the clean room/station approach, all entry areas into the apparatus bay needed vestibules. This required more walls, and doors, etc... The living side of the station requires the epoxy floors to be removed with a diamond grinder and reinstalled. Initially, individuals felt the epoxy floors could be removed and the exposed concrete refinished. Unfortunately, through discussions with various trade experts, this approach would not provide a quality product, and it was recommended to reinstall the epoxy flooring.

The CMAR method provides a check and balance from a pricing perspective for the project. One can say value engineering or looking for cost savings started at the beginning of the project. The team evaluated wants and needs and needs took precedence. For example, the original scope included replacing all the kitchen cabinets. The kitchen cabinets are made of sold wood with dovetail joinery and in excellent condition. The entire team agreed replacement was not necessary to remove and replace all the cabinets and simply painting the cabinetry would suffice. The current generator is not adequately sized for the expansion. Discussions took place about only wiring the expansion for a future generator, but given this is a critical facility, it was deemed by the team that it would be best to upsize the generator to an appropriate size to serve the entire facility. The front bay doors of FS 81 will change from roll-up doors to bi-fold doors. The new doors take less time to open and enable fire apparatuses to leave the station quicker. Ajax and Jericho coordinated with each other and found a supplier overseas that could deliver the doors at a cost savings of $39k. Given the station already has doors, if there is a delay in the arrival of the doors, the station maintains use of the existing doors. Another savings found by the team equates to approximately $75k and that is due to not replacing existing HVAC units. Existing units are only15 years old and still have several years of life in them. Revised duct work is required in both the living and sleeping quarters due to the relocation and addition of walls and doors.

Ajax's construction schedule for the project is approximately 7 months and, to minimize costs, the fire station personnel will be living in the station during construction. The phasing plan is for the clean room expansion to be finished first, and then the firefighters would move their bunks into the expansion, while work taking place in the living, bunk and apparatus bay areas progresses. Jericho and their team will be conducting site visits, reviewing shop drawings, and submittal packages for items associated with the construction of the Clean Room as well as the renovations to sleeping quarters, living quarters, and apparatus bay. The cost to perform the necessary tasks is $65k.

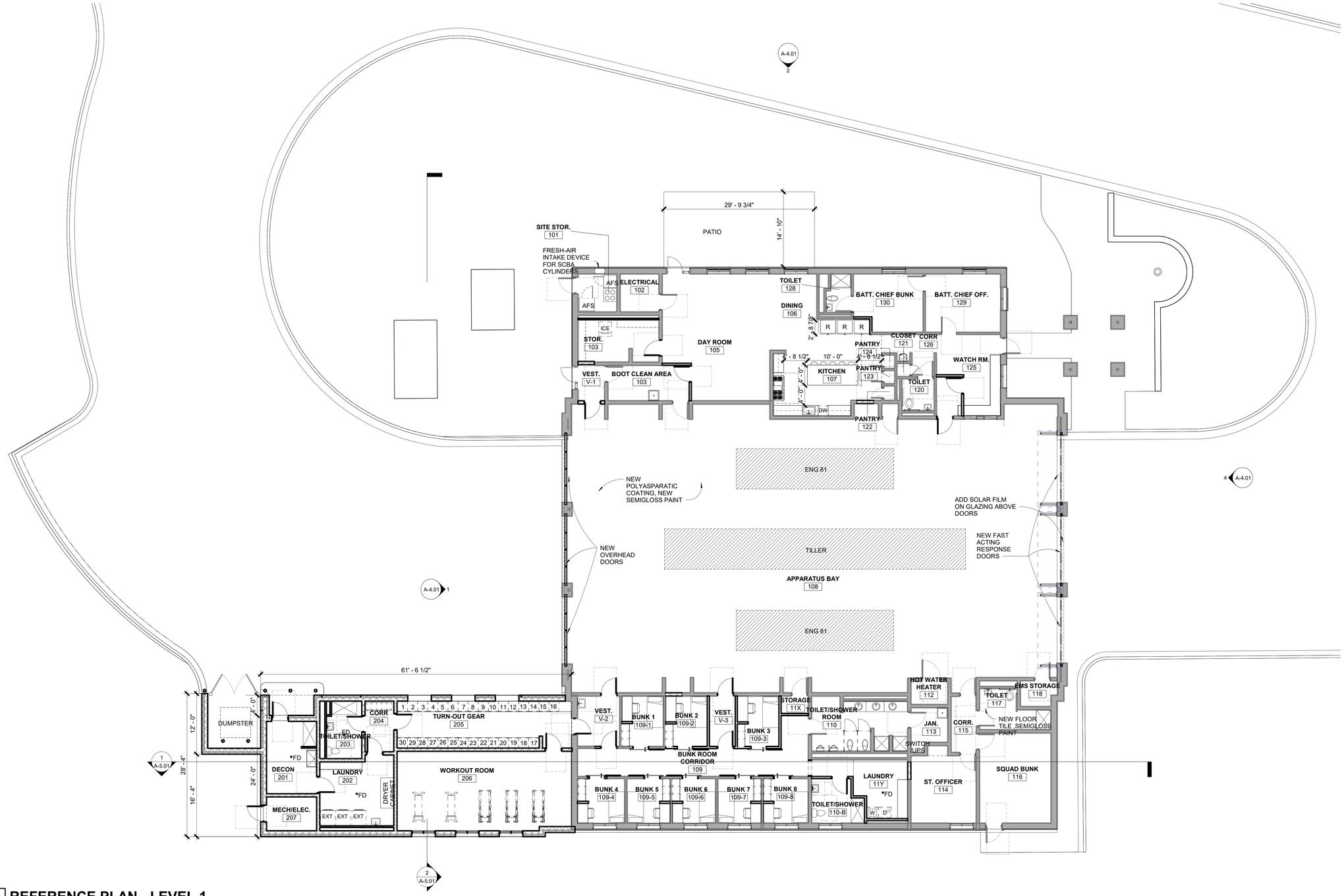
ALTERNATIVES:

Do not award the proect for the full dollar amount and revise scope of work to bring the project in at the remaining funds available in the account.

ATTACHMENTS:

1. Alpharetta FS 81 and Clean Room - Floor Plan
2. Alpharetta Fire Station 81 Cost Summary
3. Jericho Construction Administrative Services

2022, Jericho Design Group, LLC. These drawings are protected by the copyright laws of the United States. These drawings or any part thereof may not be used for any purpose or reproduced in any form or by any means without the written consent of Doug Shaw.



1 REFERENCE PLAN - LEVEL 1

SCALE: 1/8" = 1'-0"

2/3/2025 10:53:01 AM

JERICHO design group
208 Pirkle Ferry Road, Suite C
Cumming, GA 30040

FIRE STATION 81

ALPHARETTA PUBLIC SAFETY

2970 WEB BRIDGE RD, ALPHARETTA, GA 30009

PRINT RECORD

No.	DATE	DESCRIPTION

Drawn By BTT
Checked By JDG
Date 02/03/2025
Job No. 24022

Sheet Title
REFERENCE PLAN - LEVEL 1

Sheet No.
A-1.01R

NOT RELEASED FOR CONSTRUCTION

Alpharetta Fire Station #81 Expansion
Bid Tab Summary

AREA **12,075.00**

BP#	Description	CD Bid Proposals	Price/SF
BP 02.03	Selective Demolition	$28,121	$2.33
BP 03.01	Concrete	$157,671	$13.06
BP 04.01	Masonry	$200,981	$16.64
BP 05.01	Structural & Misc Steel	$66,199	$5.48
BP 06.04	Millwork	$81,115	$6.72
BP 07.01	Waterproofing & Joint Sealants	$31,995	$2.65
BP 07.06	Membrane Roofing	$40,437	$3.35
BP 08.01	Doors, Frames, Hardware	$78,578	$6.51
BP 08.03	Glass & Glazing	$30,943	$2.56
BP 08.04	Overhead Doors	$182,942	$15.15
BP 09.01	Drywall & Acoustic Ceilings	$83,678	$6.93
BP 09.05	Flooring incl. Sealed Concrete & Hard Tile	$126,002	$10.43
BP 09.09	Painting & Wallcovering	$26,358	$2.18
BP 10.04	Signage & Plaques	$6,214	$0.51
BP 10.05	Accessories	$18,628	$1.54
BP 10.13	Lockers	$81,663	$6.76
BP 10.19	Canopies	$0	$0.00
BP 11.03	Residential Equipment	$79,806	$6.61
BP 12.01	Window Treatment	$9,010	$0.75
BP 21.01	Fire Protection	$9,897	$0.82
BP 22.01	Plumbing	$240,374	$19.91
BP 23.01	HVAC w Controls & TAB	$264,444	$21.90
BP 26.01	Electrical - Includes Low Voltage	$401,758	$33.27
BP 31.01	Sitework & Utilities	$260,031	$21.53
	SUBTOTAL	**$2,506,844**	**$207.61**

GCs / GRs

General Conditions	IN CM FEE	$	-
General Requirements	$44,833.00	$	3.71
Permits	NIC	$	-
Insurance & Bonds	IN CM FEE	$	-
Builders Risk	IN CM FEE	$	-
Textura	$0.00	$	-
Warranty	$1,307.99	$	0.11
Escalation Allowance	$500.00	$	0.04
Design Contingency	NIC		
CM Contingency-3%	$91,468.11	$	7.57
CM Fee	$403,984.14	$	33.46
BASE BID TOTAL	**$3,048,937**		**$252**

Jericho Design Group, LLC
208 Pirkle Ferry Road | Suite C | Cumming, GA 30040

February 23, 2026

Pete Sewczwicz, PE
Director of Public Works
City of Alpharetta
1790 Hembree Road
Alpharetta, GA 30009
Office: 678-297-6200
Direct: 678-297-6219
Cell: 678-614-6132

Re: **Proposal for Architectural and Engineering Services – Alpharetta FS #81 Addition and Renovations Construction Administration**

Dear Pete:

Thank you for the opportunity to provide this proposal for architectural and engineering construction and administration services for this project. Jericho Design Group, LLC ("Jericho") is committed to collaboration and integration to produce the best outcomes. The following is a detailed description of the proposed design services for the facilities.

Location of the Project
We understand that the fire station is located at 2970 Webb Bridge Road.

General Understanding
The construction period for the additions and renovations will be 10 months with the CMAR and will be coordinated with the ongoing operations of the facility.

Project Assumptions/Description

The additions and renovations are meant to provide space and station operational changes to allow for a "clean" station operation. The new addition will be roughly 1700 SF with roughly 7000 SF of renovations and minor improvements.

Phase Two Services

- Construction Administration of the Project
- Onsite OAC meetings for during construction (once a month for 10 months)
- Review of RFIs, Shop drawings and Submittals.

Schedule for Services

Construction Time	10 Months

Fees for the Proposed Phase One Design Services

Architecture/Interior Design	$51,700
Structural Engineering	$ 4,000
MEPFP LV Engineering Services	$ 3,200
Civil/Survey/Wetlands Services	$ 6,100
Total Phase Two Design Fees	**$65,000**

Proposal Acceptance:

This proposal identifies the general parameters, scope and proposed fees for our design services. If you find this proposal acceptable, please sign below indicating your approval.

Proposed by:



Doug Shaw
Managing Member
678 983 5992 | Mobile
dshaw@jericho-design.com

This undersigned agrees to the scope and fees quoted in this proposal. The fees quoted for the Scope of services are valid for 60 days from date of the proposal.

Name	Owner	Date

STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: March 2, 2026

AGENDA ITEM:

TSPLOST III Project List
Discussion regarding the TSPLOST III Project List.

STAFF RECOMMENDATION:

This item is for presentation and discussion purposes only.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

TSPLOST is three quarters of a cent added to the County's sales tax dedicated for transportation projects. We are currently in TSPLOST II, and it expires March 31, 2027. TSPLOST III would then start on April 1, 2027, if approved in a referendum later this year in November. Between now and this summer, cities in Fulton County need to develop a project list, conduct public meetings, and approve a MOU between all the Cities and the County. Below is a timeline and the necessary items that need to be completed to make the November ballot:

- January: Sales tax projections distributed
- January – May: Municipalities develop their project list and hold public meetings
- May 31st: Project lists submitted by each Municipality are due to the County
- June: Final Master list for the entire County is developed and sent to all Municipalities
- July: IGA discussed and agreed by all 14 Municipalities
- August: Resolution signed by County to call for a referendum and forwarded to Election Superintendent
- August – November: Voter information education period
- November 3rd: Vote by citizens

It is anticipated Alpharetta will receive approximately $71.6M. Projects are divided into 3 tiers. Tier I makes up 85% of the dollars, Tier II encompasses 15%, and Tier III projects are an additional 15%.

The project list below and the project costs are preliminary estimates. Public Works has developed preliminary exhibits for each project. Once the list is narrowed down, we will work with a vendor to develop exhibits that will help illustrate the proposed improvements. Below is the initial Tier List of Projects for TSPLOST III followed

by a more detailed description of the project.

Tier I ($60M):

- Maintenance (citywide) - $35M
- Brookside Corridor- $6M
- Canton St Sidewalk - $8M
- Hembree Road Corridor- $7M (Looking to split costs with Roswell 50-50 and a contribution from True North 400)
- Northwinds Alpha Loop - $2.5M
- Westside Alpha Loop - $5M

Tier II ($10.5M)

- Haynes Bridge at Mansell Improvements- $2.0M
- Mayfield from AES to Canton St Improvements - $3.5M
- Milton Ave Sidewalk - $2M
- Windward Sidewalk - $3M

Tier III ($10.5M)

- Charlotte Mini-Roundabout - $500k
- Kimball Bridge Sidewalk (Waters to City Limits)- $7M
- Mansell Improvements - $2.5M
- Debt Payment - $0.5M

Other Projects:

- Big Creek Greenway Boardwalk - $6.5M
- Academy Street Improvements - $5.0M
- Kimball Bridge Road Widening - $12.0M
- Traffic Calming - $5.0M
    - Douglas Road
    - Henderson Parkway
    - Southlake Drive

Maintenance Items (Citywide) - $35.0M

- Milling and Resurfacing
- Traffic Striping and Signage
- Bridge and Guardrail
- Traffic Calming
- Traffic Signal/Control Equipment
- Traffic Signal Pole Painting
- Sidewalks
- Street Lights (Note, any new installations will have an impact on the operating budget)

Academy Street Improvements - $5.0M

- Presbyterian Church to Westside Parkway (north side)
- Curb and gutter, 4’ planting strip, and 6’ sidewalk
- Elimination of right turn lanes, westbound direction
- Addition of left turn lanes

Alpha Loop Extension – Westside Parkway - $5.0M

- Fitness Park on Westside to Thompson, cross Westside at the HAWK and extend Alpha Loop along the AVALON side of Westside to WBR
- 15+' existing modular block retaining wall on west/north side of Westside Parkway dramatically increases the cost of the project and reduces width of planting area
- Goal is to maintain 6' planting strip and 12' sidewalk along the corridor

Alpha Loop Extension – Northwinds - $2.5M

- 12' sidewalk with no planting strip, due to existing large mature trees on the backside of the sidewalk.
- An option is to reduce the sidewalk to 10' and add a 2' planting strip.
- Project reduces lane widths starting from the west side of Northwinds and move eastward (towards Jackson Healthcare)
- Goal is to maintain existing trees along Northwinds

Big Creek Greenway Boardwalk - $6.5M

- 12' raised Boardwalk from Mansell Connection to the cul-de-sac of Beaver Creek Rd.

Brookside Parkway Improvements - $6.0M

- Eliminate travel lane in each direction
- 8' sidewalk on both sides
- 6' planting strip with pedestrian lighting on each side
- 4' bike lane on each side

Canton Street – Hopewell Road Improvements - $8.0M

- 6' sidewalk on both sides
- 5' planting area where applicable
- 11' travel lanes
- Elimination of mid-block crosswalks
- Stormwater enhancements along the corridor and at the intersection of Canton/Mayfield
- Roundabout at Vaughan

Charlotte Drive Mini-Roundabout - $0.5M

- Intersection of Lillian Drive and Marka Lane

Haynes Bridge Road at Mansell Road Improvements - $2.0M

- Permanent removal of bollards and installation of a raised median along HBR from Mansell to Big Creek Greenway Parking Lot

Hembree Road Improvements - $7.0M (Potential split with Roswell)

- Additional vehicular lane from Wills Road to Charter School
- Center left turn lane from Wills to Maxwell
- 6' sidewalk on Alpharetta's side and 5' sidewalk on Roswell's side (match existing)
- 2'-4' planting area

Kimball Bridge Road Widening - $12M

- Continuing widening of KBR from Northwinds to Westside
- 10’ sidewalk on the north side, 8’ on the south side
- 6’ planting strips and pedestrian lighting on both sides
- 4ea 11’ travel lanes and no center median

Kimball Bridge Sidewalk - $7.0M

- Waters Road to City Limits
- 10’ sidewalk on south side, 6’ sidewalk on north side
- Planting strip varies from 4’-6’

Mansell Road Improvements - $2.5M

- Extend right turn lane onto southbound GA 400
- Enhance Landscaping
- Replace guardrail
- Add concrete band to minimize erosion and pavement failing

Mayfield Road Improvements - $3.5M

- Foe Killer Creek to Canton Street
- Add 6’ sidewalk
- Add EB vehicular lane from AES to Canton Street
- Key to project is the relocation of multiple water vaults at AES

Milton Ave. Sidewalk - $2.0M

- 6' sidewalk on South Side
- 4' planting strip

Traffic Calming - $5M Allocation

- Douglas Road
- Henderson Parkway
- Southlake Drive

Windward Parkway Sidewalk - $3.0M

- Union Hill to McGinnis
- 8’ sidewalk with 2’ planting strip

ALTERNATIVES:

ATTACHMENTS:

1. TSPLOST 3 Project Map
2. TSPLOST 3 - Academy St
3. TSPLOST 3 - Alpha Loop - Fitness Park to Webb Bridge Rd

4. TSPLOST 3 - Alpha Loop - Northwinds Pkwy
5. TSPLOST 3 - Big Creek Greenway Boardwalk
6. TSPLOST 3 - Brookside Pkwy
7. TSPLOST 3 - Canton St Imp
8. TSPLOST 3 - Charlotte Dr Mini-Roundabout
9. TSPLOST 3 - Haynes Bridge Rd at Mansell Rd
10. TSPLOST 3 - Hembree Rd
11. TSPLOST 3 - Kimball Bridge Rd
12. TSPLOST 3 - Kimball Bridge Rd Sidewalk
13. TSPLOST 3 - Mansell Rd
14. TSPLOST 3 - Mayfield Road
15. TSPLOST 3 - Milton Ave Sidewalk
16. TSPLOST 3 - Windward Sidewalks
17. Alpha Loop Map v10

TSPLOST III Projects

THE CITY OF ALPHARETTA GEORGIA

Legend

1. Maintenance Items
2. Academy Street Improvements
3. Alpha Loop Extension-Westside Pkwy
4. Alpha Loop Extension-Northwinds
5. Brookside Pkwy Improvements
6. Canton Street-Hopewell Road Improvements
7. Charlotte Drive Mini-Roundabout
8. Haynes Bridge Road at Mansell Road Improvements
9. Hembree Road Improvements
10. Kimball Bridge Road Widening
11. Kimball Bridge Sidewalk
12. Mansell Road Improvements
13. Mayfield Road Improvements
14. Windward Pkwy Sidewalk
15. Milton Avenue Sidewalk
16. Big Creek Greenway Boardwalk
17. Douglas Road Traffic Calming
18. Henderson Pkwy Traffic Calming
19. Southlake Drive Traffic Calming

City of Alpharetta, GA, Esri, ToEsri, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS, Esri, NASA, NGA, USGS

THE CITY OF ALPHARETTA PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

SHEET 1 OF 6

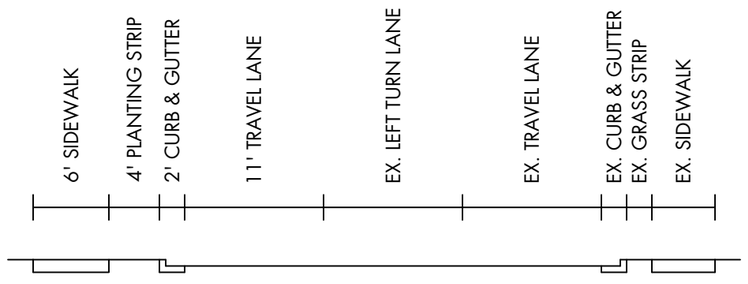
JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'





TYPICAL SECTION
(LOOKING TOWARDS WESTSIDE PARKWAY)

THE CITY OF ALPHARETTA
PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

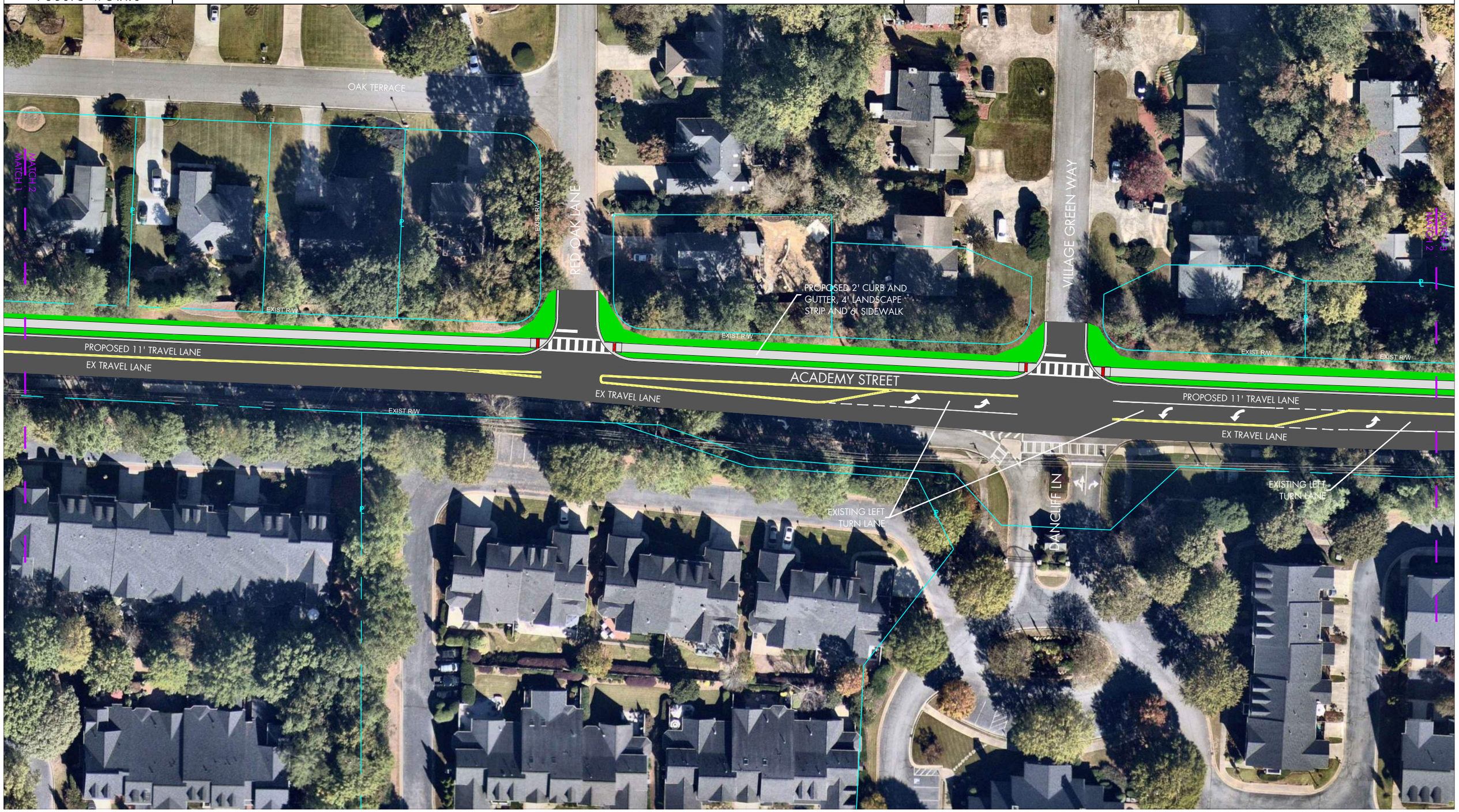
SHEET 2 OF 6

JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

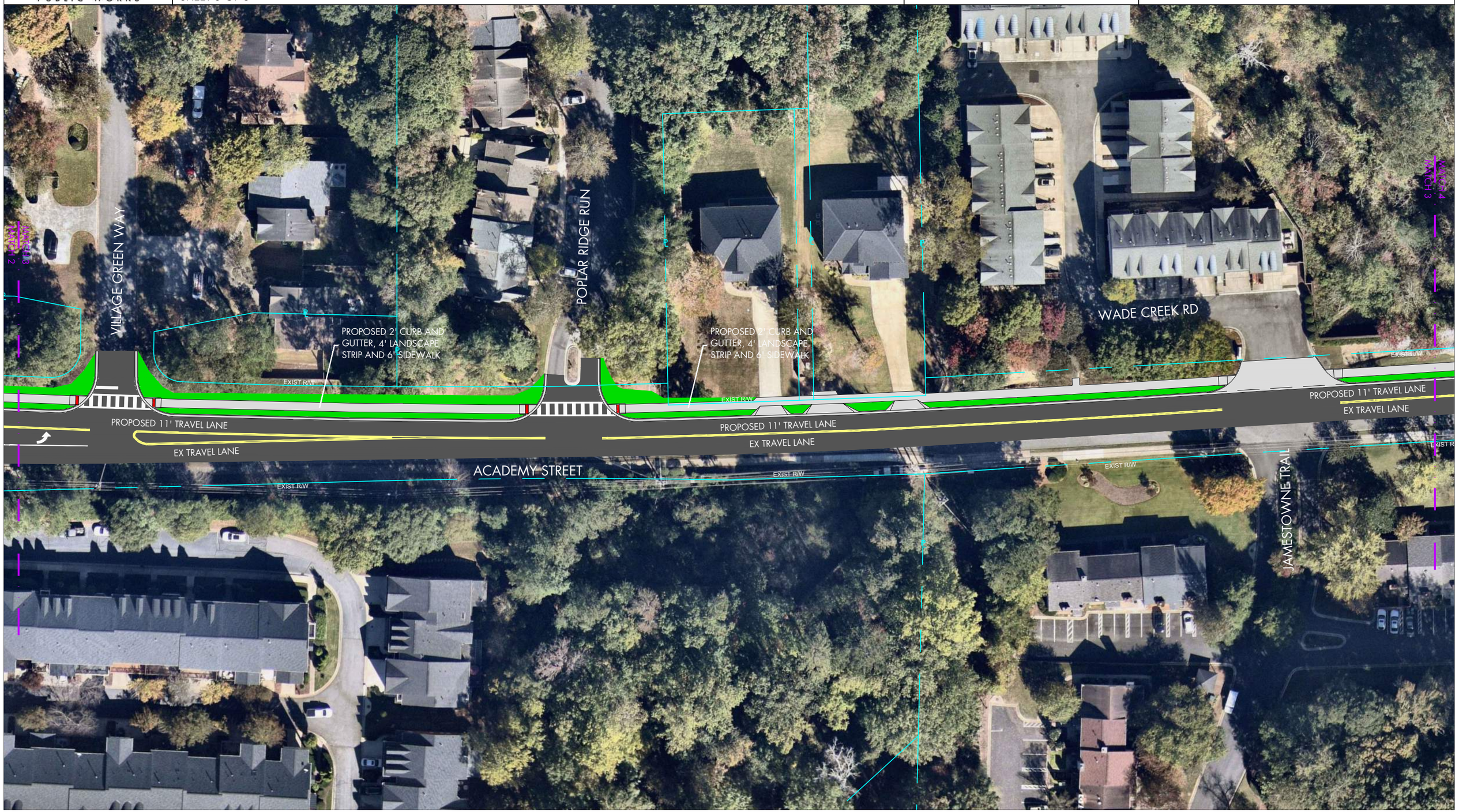
SHEET 3 OF 6

JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

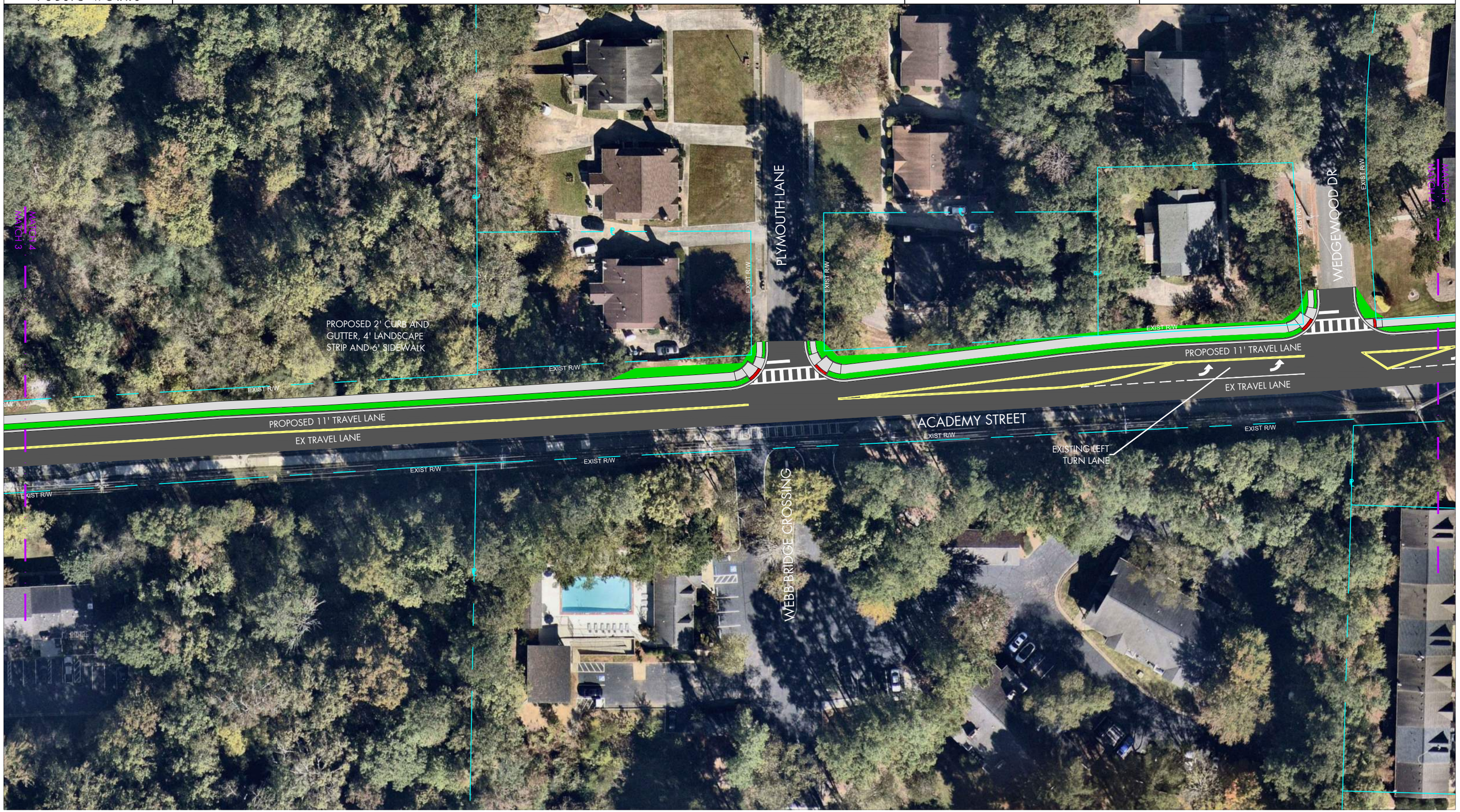
SHEET 4 OF 6

JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

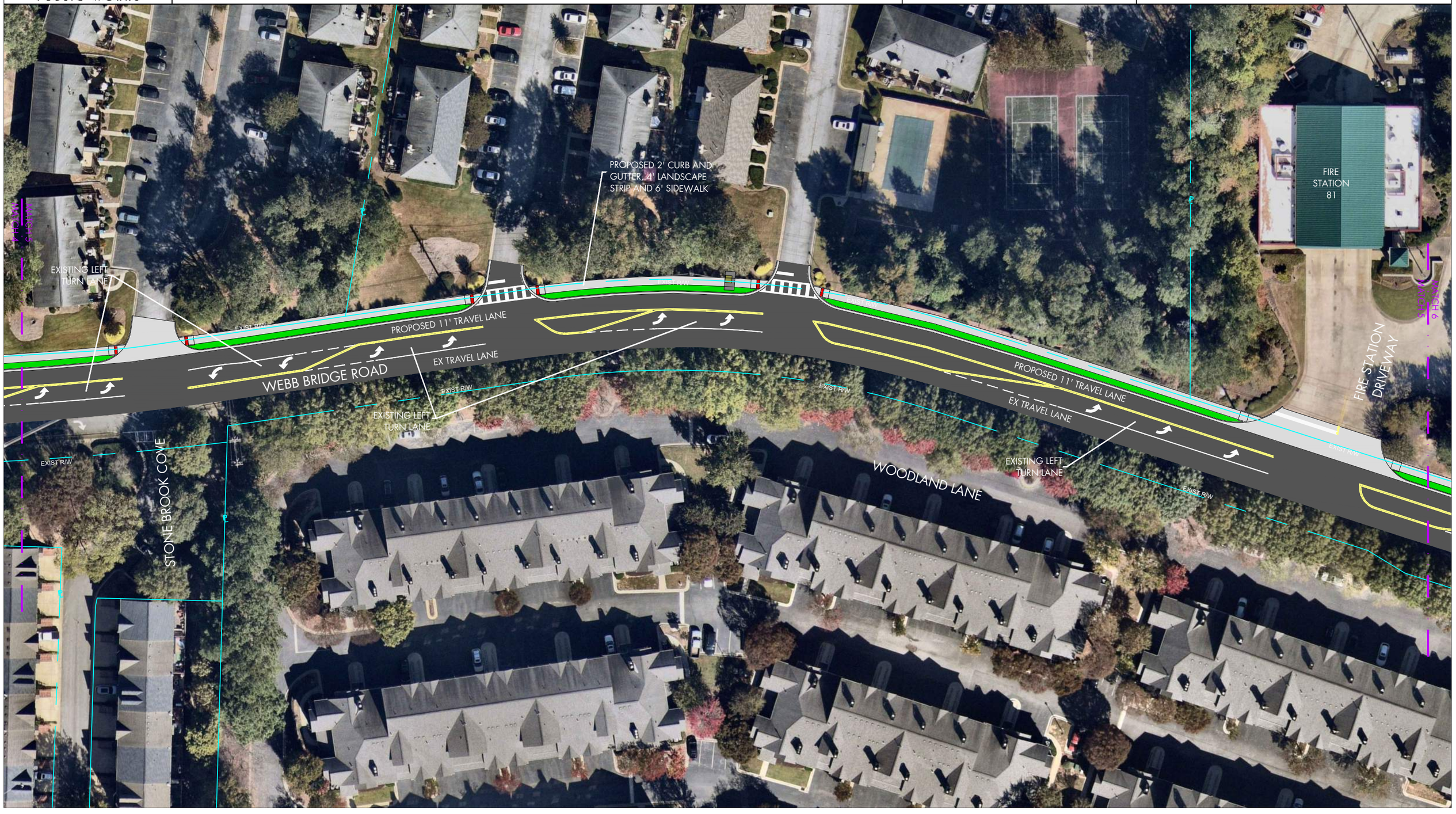
SHEET 5 OF 6

JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ACADEMY STREET SIDEWALK GAPS
ALPHARETTA PRESBYTERIAN CHURCH TO FIRE STATION #81

SHEET 6 OF 6

JANUARY 6, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - WESTSIDE PARKWAY
THOMPSON STREET TO WEBB BRIDGE ROAD

SHEET 1 OF 4

JANUARY 7,2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



TYPICAL SHOULDER SECTION

THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - WESTSIDE PARKWAY
THOMPSON STREET TO WEBB BRIDGE ROAD

SHEET 2 OF 4

JANUARY 7,2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - WESTSIDE PARKWAY
THOMPSON STREET TO WEBB BRIDGE ROAD

SHEET 3 OF 4

JANUARY 7,2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - WESTSIDE PARKWAY
THOMPSON STREET TO WEBB BRIDGE ROAD

SHEET 4 OF 4

JANUARY 7,2026

0 25' 50' 100'
SCALE: 1" = 50'





THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - NORTHWINDS PARKWAY
HAWK SIGNAL TO KIMBALL BRIDGE ROAD

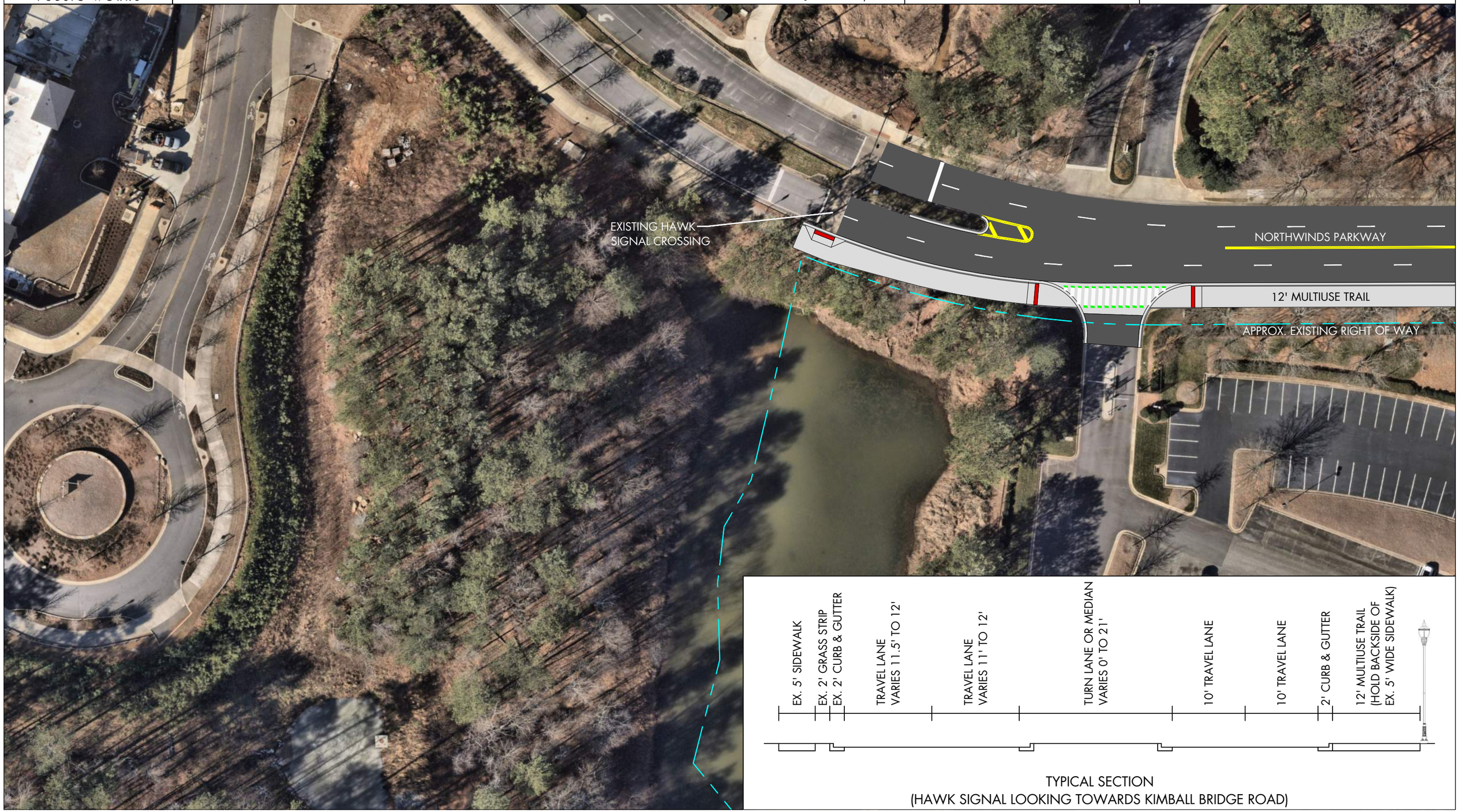
SHEET 1 OF 3

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



TYPICAL SECTION
(HAWK SIGNAL LOOKING TOWARDS KIMBALL BRIDGE ROAD)

THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - NORTHWINDS PARKWAY
HAWK SIGNAL TO KIMBALL BRIDGE ROAD

SHEET 1 OF 3

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

ALPHA LOOP EXTENSION - NORTHWINDS PARKWAY
HAWK SIGNAL TO KIMBALL BRIDGE ROAD

SHEET 1 OF 3

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 1 OF 2

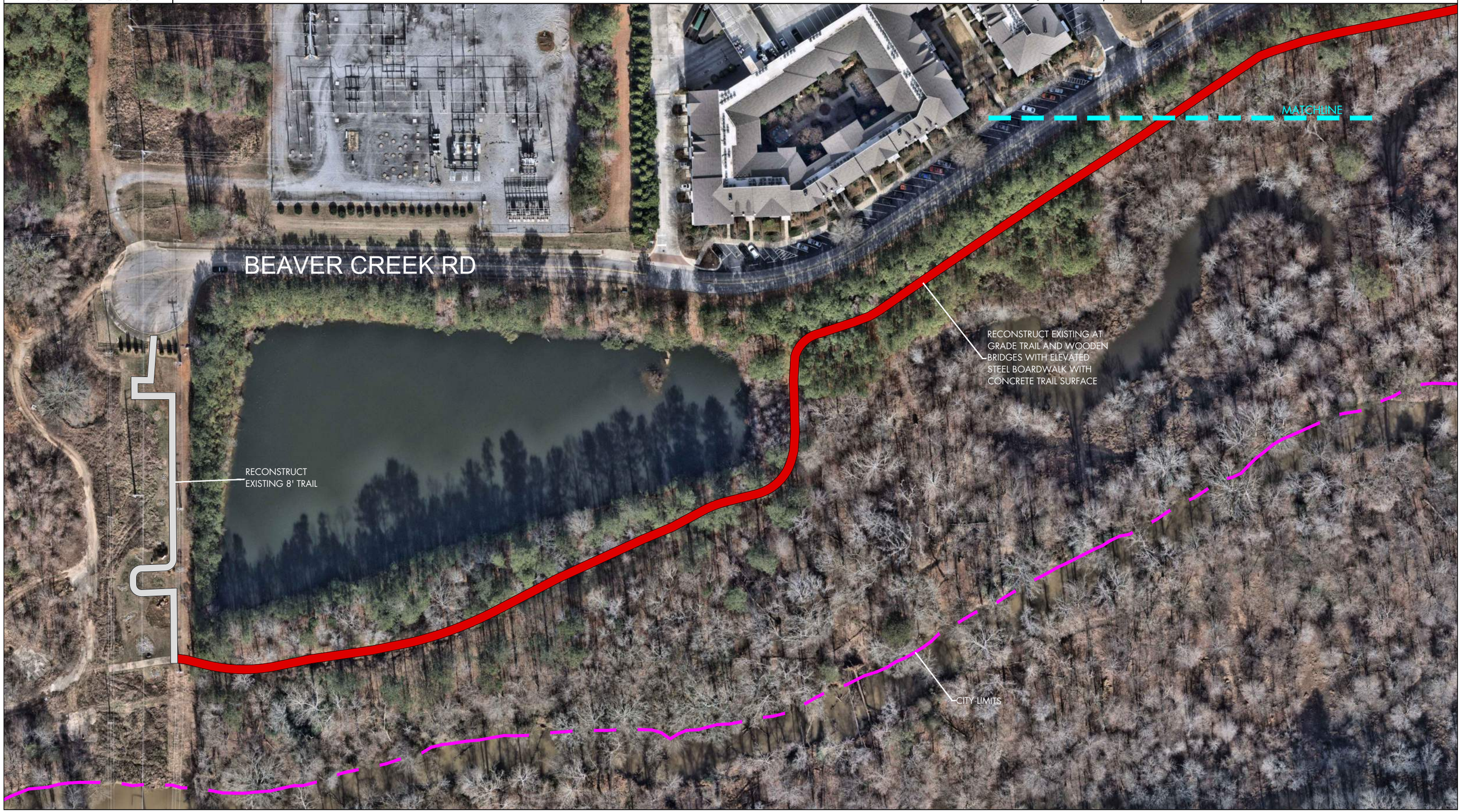
BIG CREEK GREENWAY BOARDWALK
BEAVER CREEK ROAD SECTION

JANUARY 20, 2026

NORTH

0 50' 100' 200'

SCALE: 1" = 100'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 2 OF 2

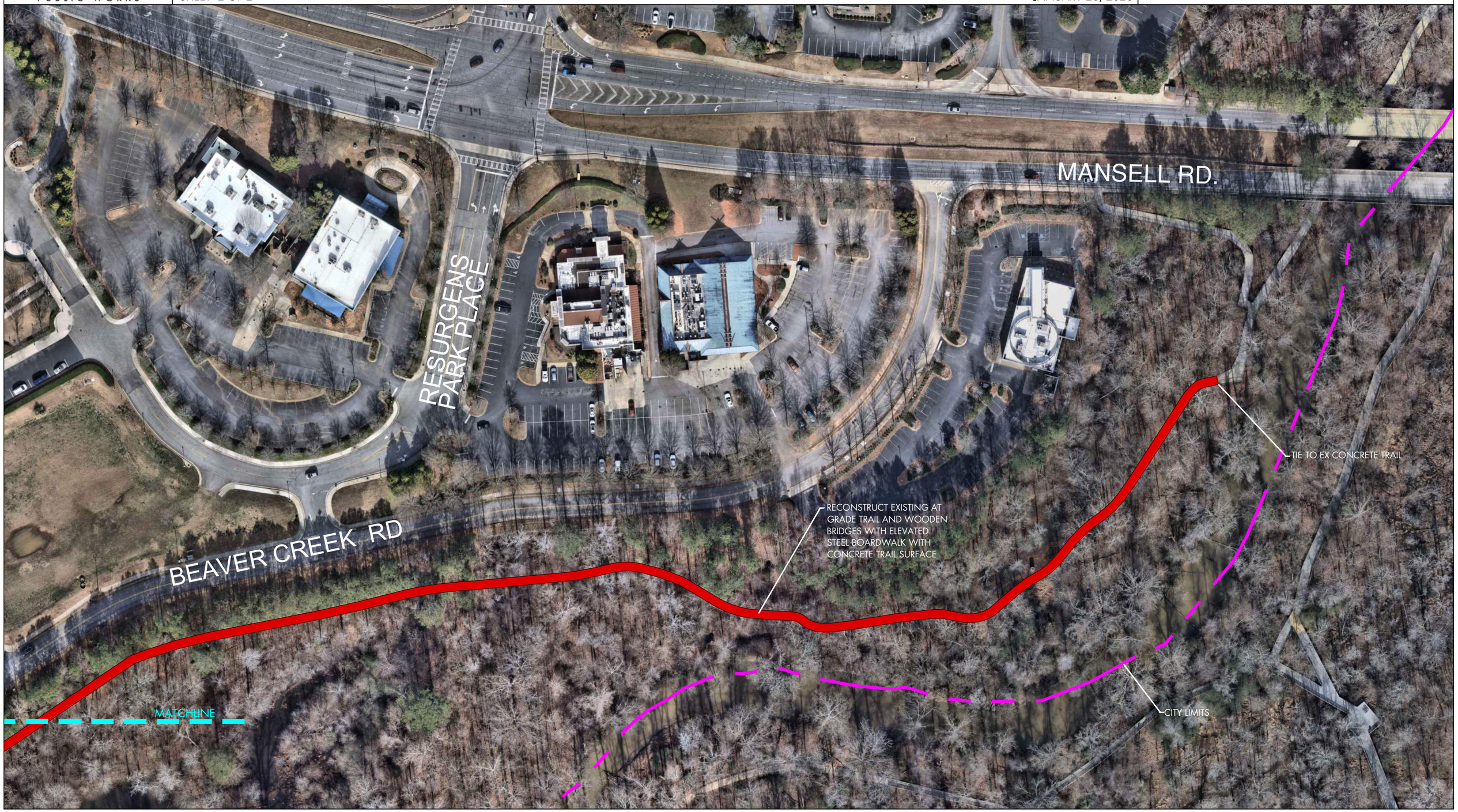
BIG CREEK GREENWAY BOARDWALK
BEAVER CREEK ROAD SECTION

JANUARY 20, 2026

NORTH

0 50' 100' 200'

SCALE: 1" = 100'



THE CITY OF ALPHARETTA
PUBLIC WORKS

BROOKSIDE PARKWAY IMPROVEMENTS
OLD MILTON PARKWAY TO OLD MILTON PARKWAY

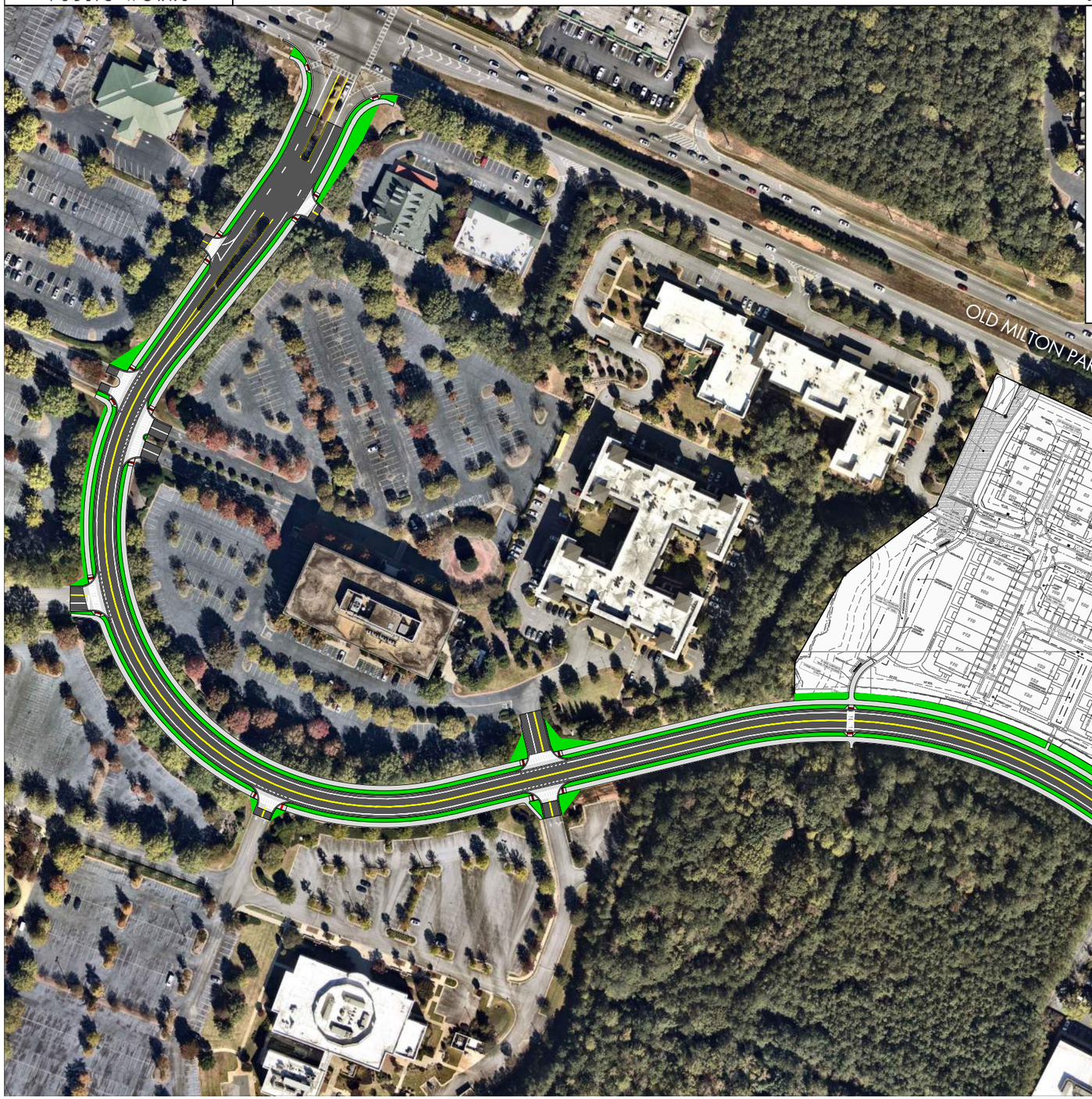
SHEET 1 OF 1

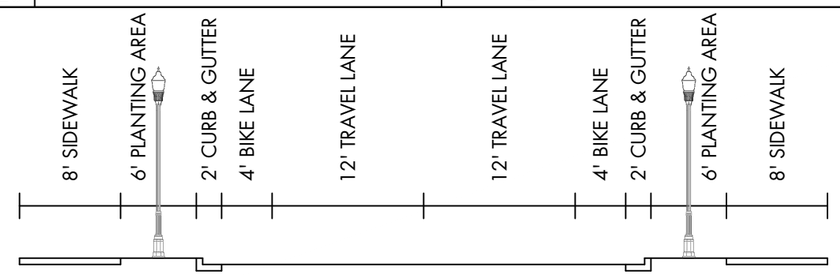
JANUARY 7, 2026

NORTH

0 90' 180' 360'

SCALE: 1" = 180'





TYPICAL SECTION

TYPICAL SECTION IS BASED ON THE PROPOSED STREET SECTION PRESENTED IN THE BROOKSIDE SMALL AREA PLAN PREPARED BY KIMLEY HORN. BIKE LANE WIDTH HAS BEEN REDUCED FROM 4' TO 6' AND CURBED MEDIAN SEPARATING BIKE LANE FROM TRAVEL LANE HAS BEEN REMOVED. INDICATED PEDESTRIAN LIGHT PLACEMENT MATCHES PLANS FOR THE BROOKSIDE PARKWAY TRACT SUBDIVISON (3750 BROOKSIDE PARKWAY) APPROVED BY COMMUNITY DEVELOPMENT.

THE CITY OF ALPHARETTA
PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

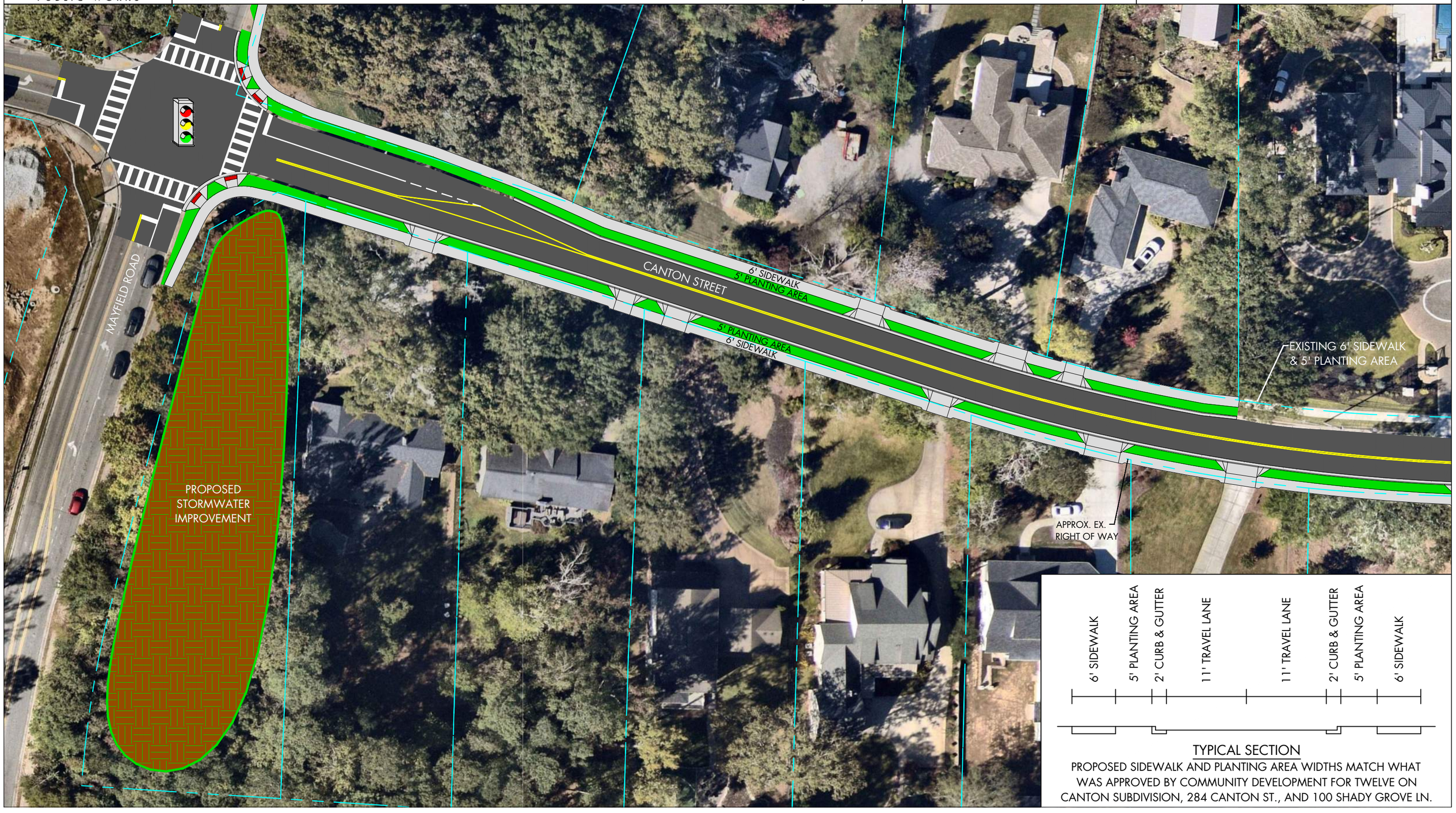
SHEET 1 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



TYPICAL SECTION

PROPOSED SIDEWALK AND PLANTING AREA WIDTHS MATCH WHAT WAS APPROVED BY COMMUNITY DEVELOPMENT FOR TWELVE ON CANTON SUBDIVISION, 284 CANTON ST., AND 100 SHADY GROVE LN.

THE CITY OF ALPHARETTA
PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

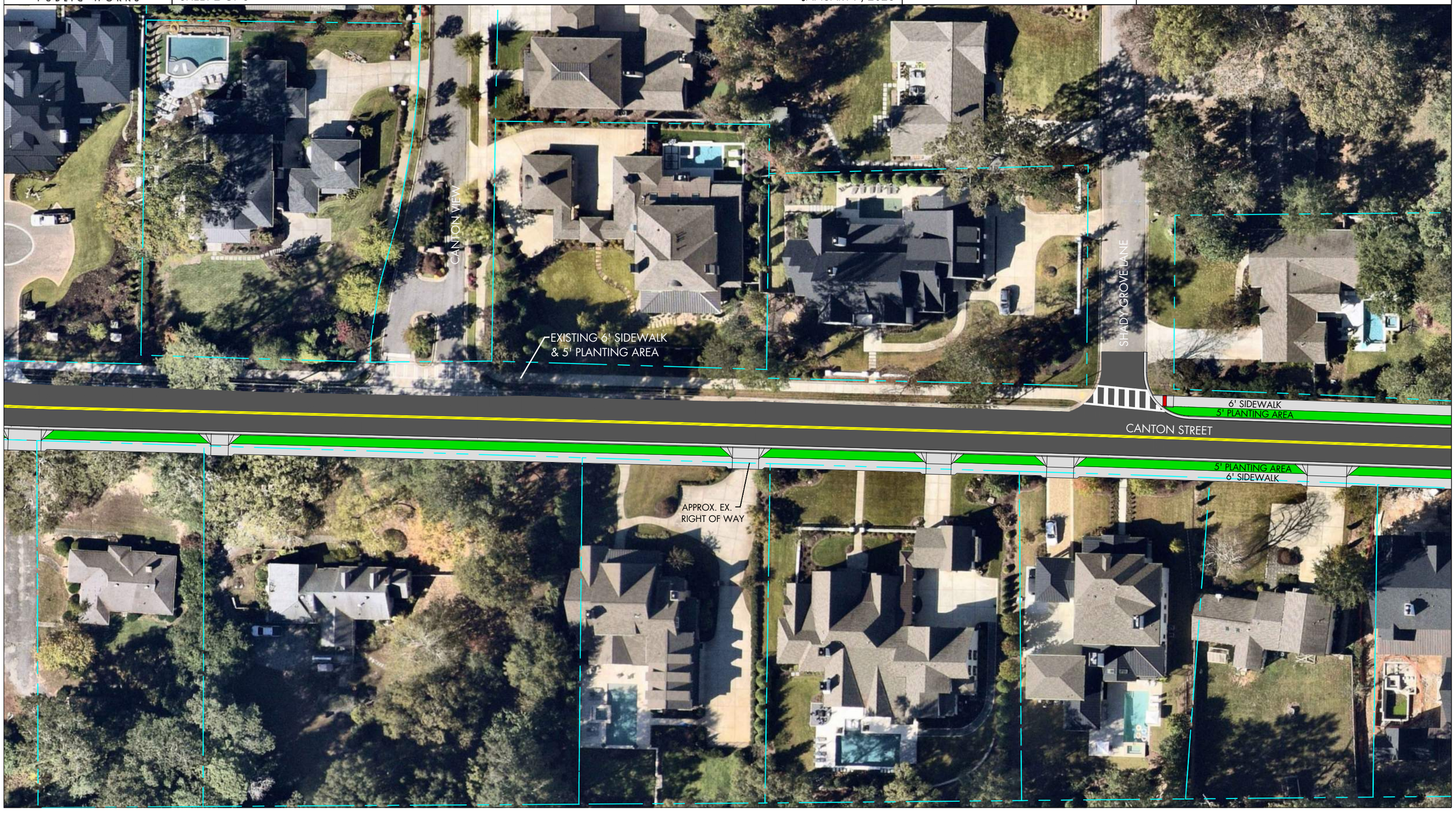
SHEET 2 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

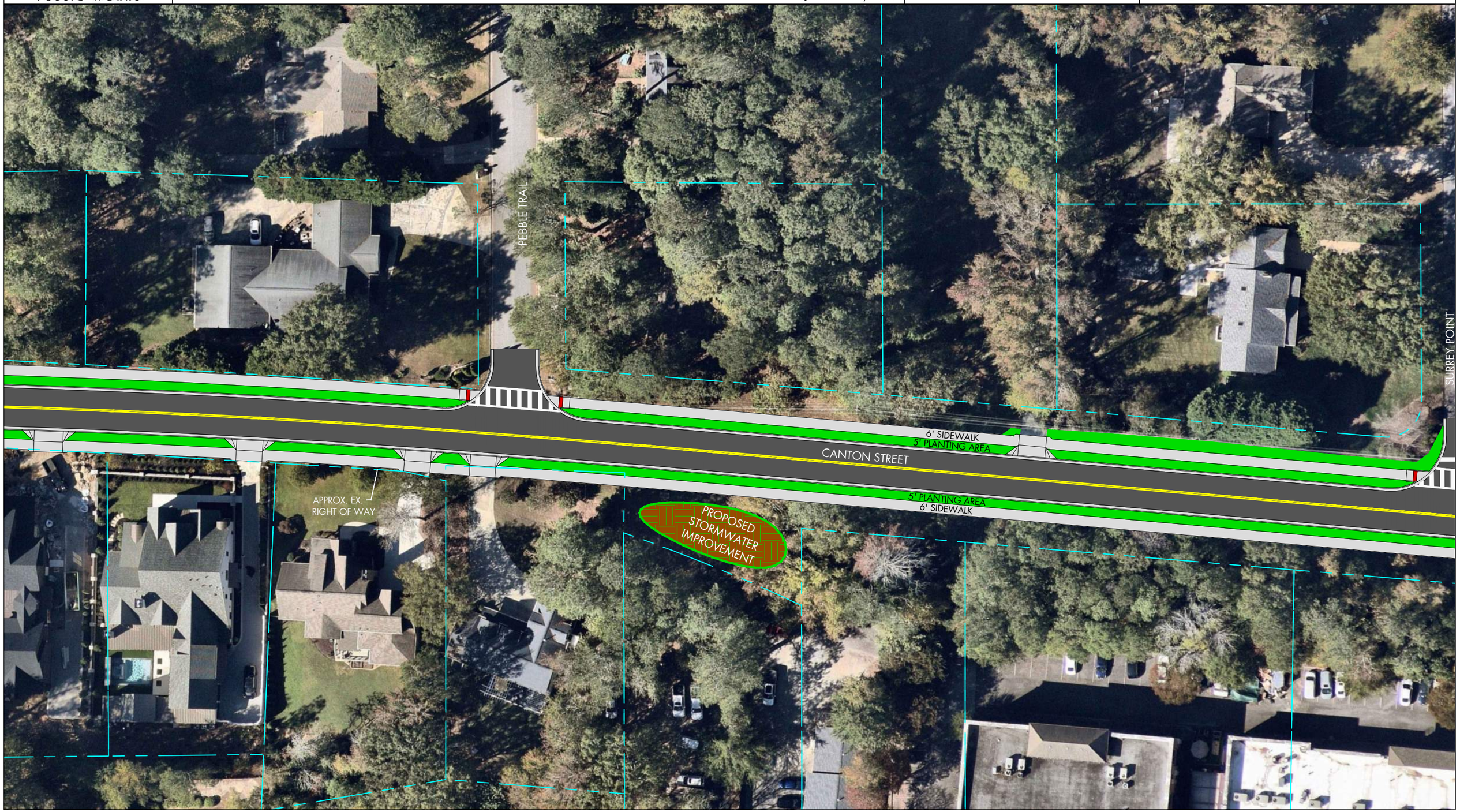
SHEET 3 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

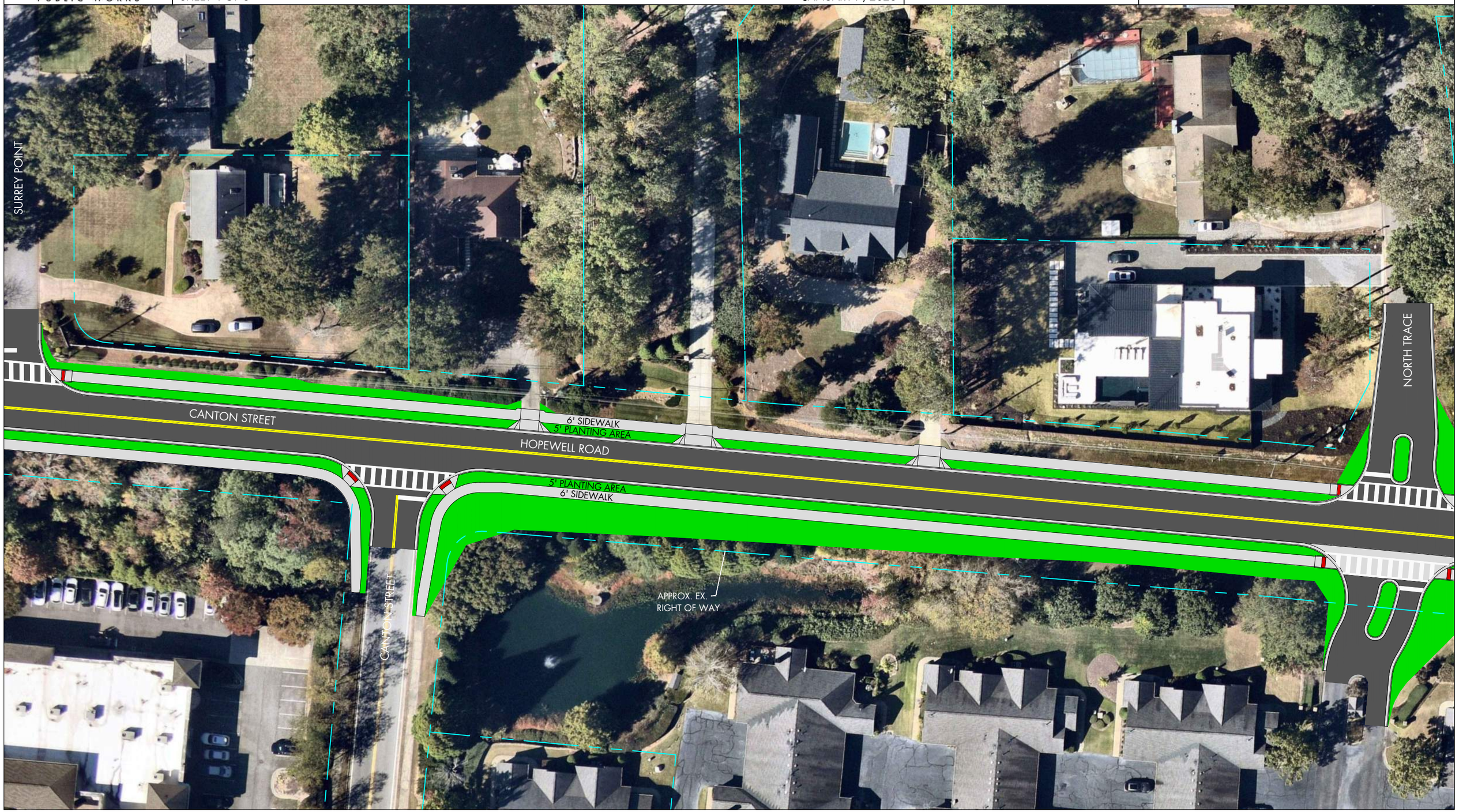
SHEET 4 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

SHEET 5 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

CANTON STREET / HOPEWELL ROAD CORRIDOR IMPROVEMENTS
MAYFIELD ROAD TO VAUGHAN DRIVE

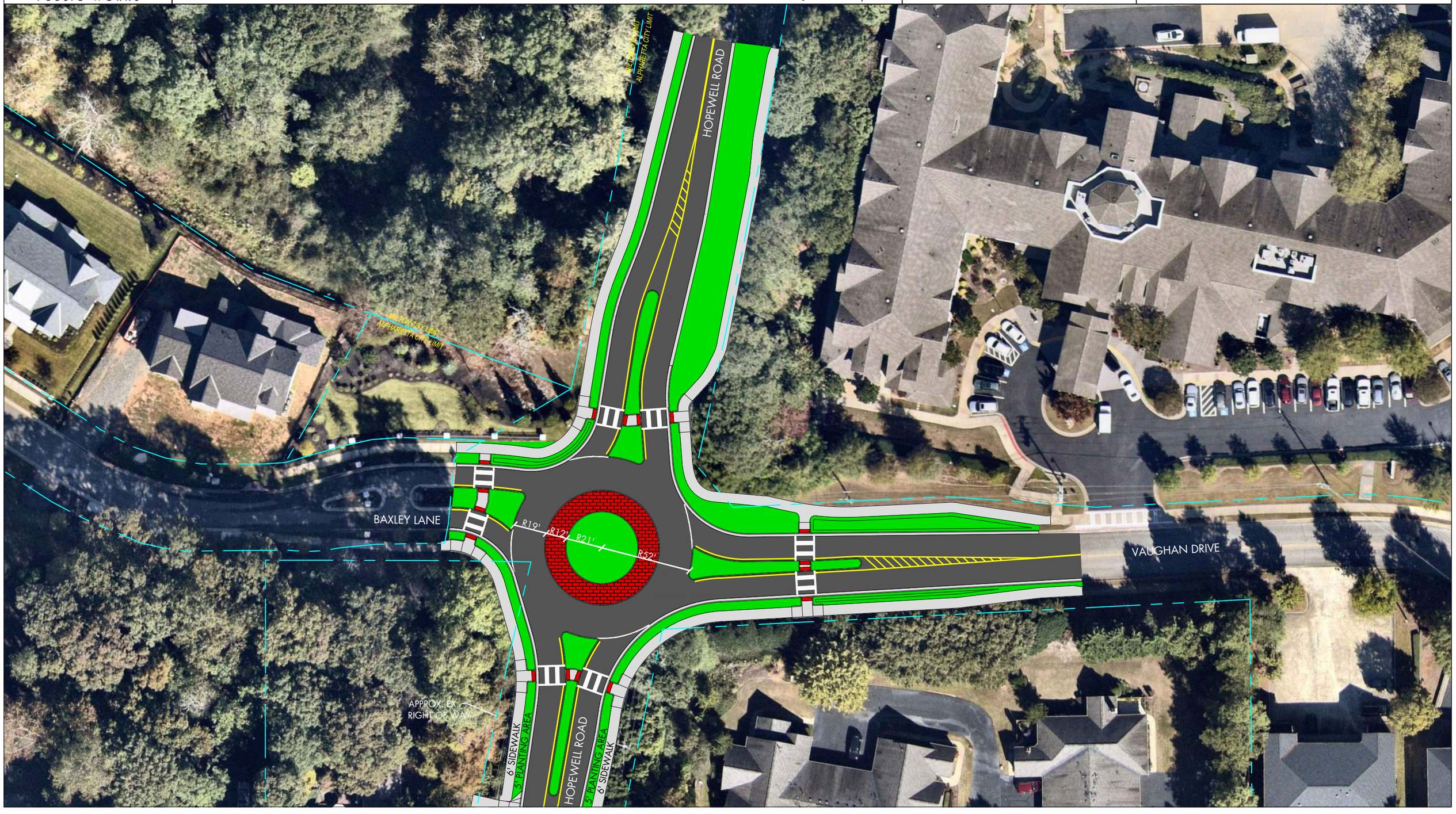
SHEET 6 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

CHARLOTTE DRIVE MINI-ROUNDABOUT
CHARLOTTE DRIVE AT LILLIAN DRIVE / MARKA LANE

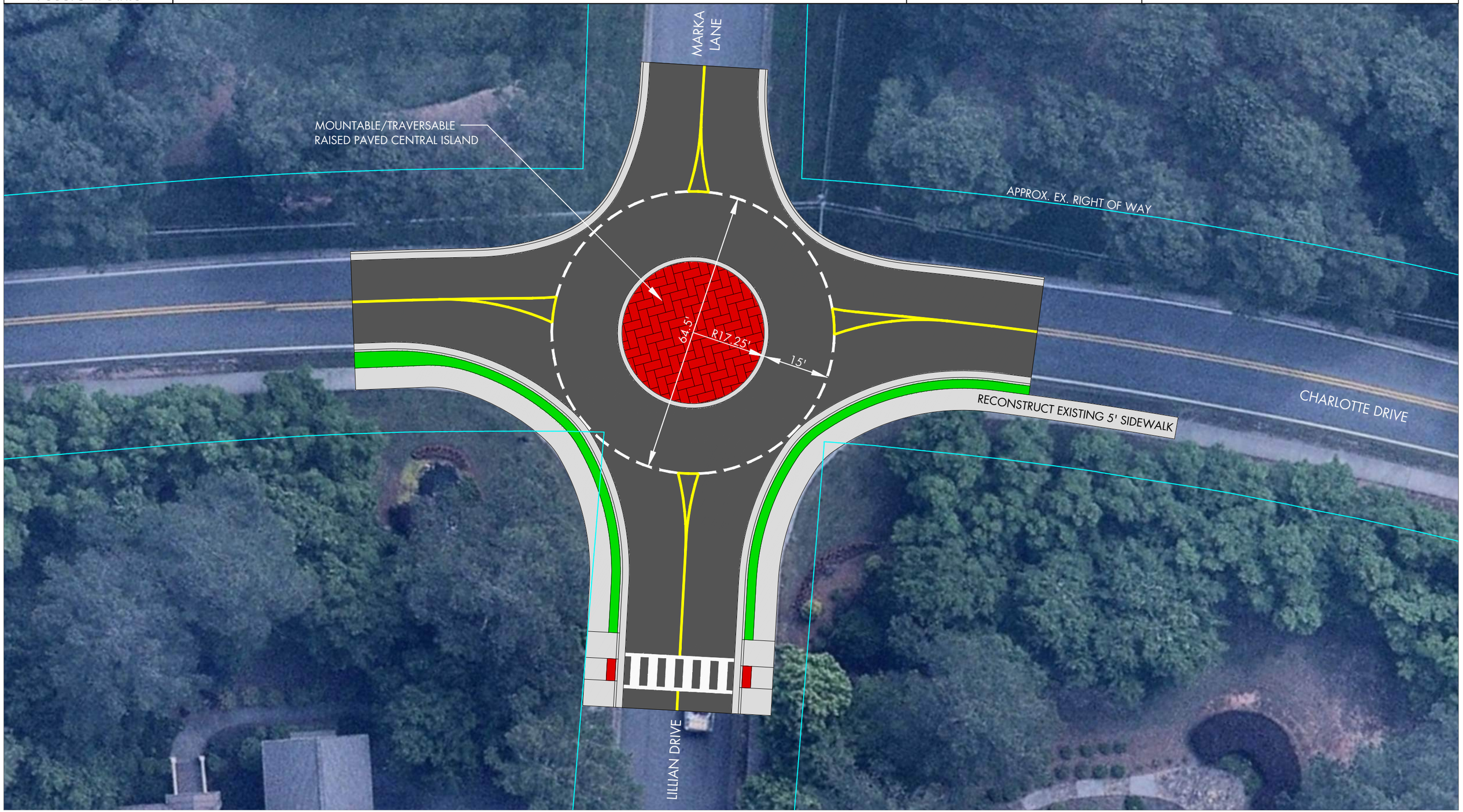
SHEET 1 OF 1

JANUARY 7, 2026

NORTH

0 10' 20' 40'

SCALE: 1" = 20'





THE CITY OF ALPHARETTA PUBLIC WORKS

HAYNES BRIDGE ROAD @ MANSELL ROAD
CONCEPTUAL IMPROVEMENTS

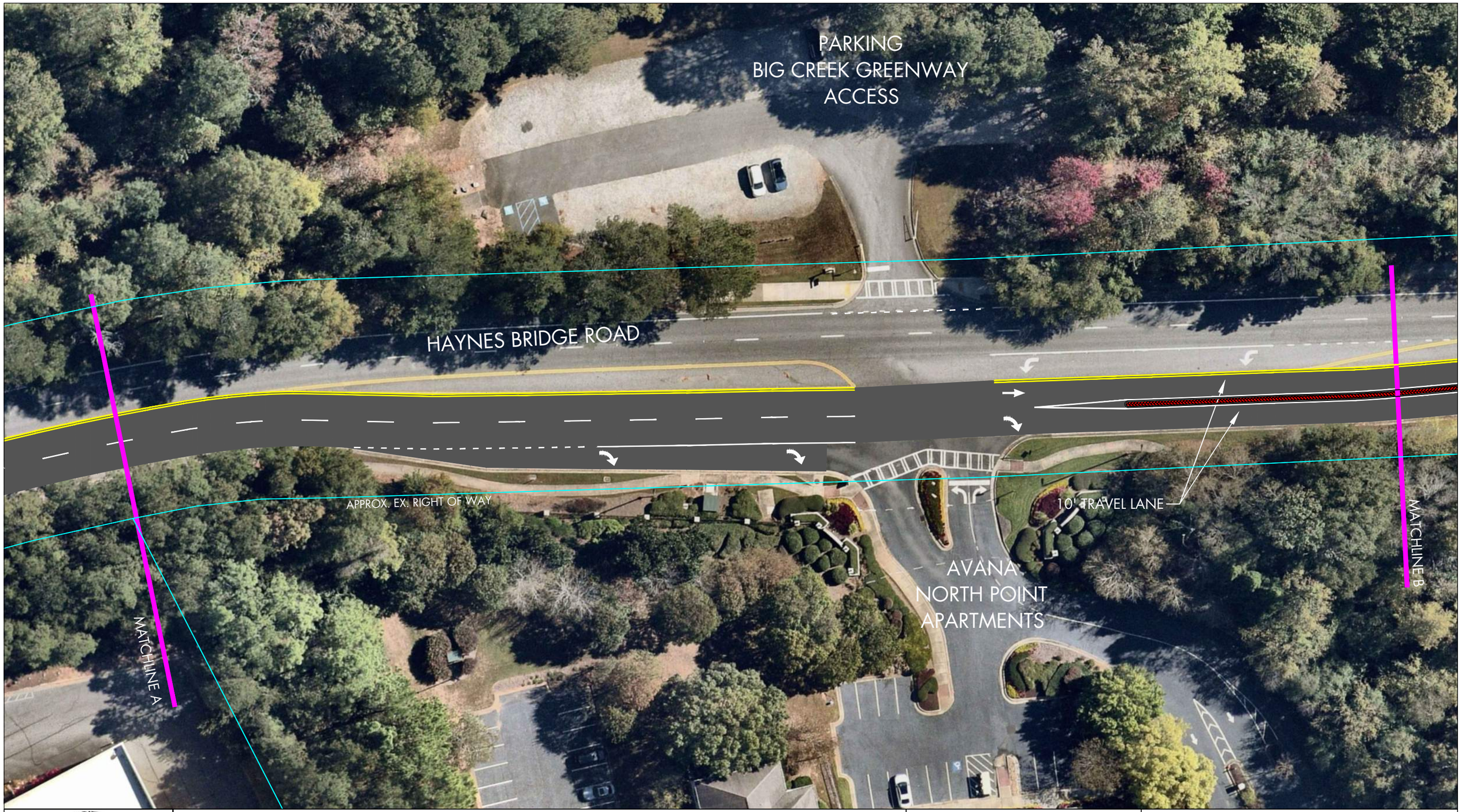
SHEET 1 OF 4

JANUARY 7, 2026

NORTH

0 20' 40' 80'

SCALE: 1" = 40'



THE CITY OF ALPHARETTA
PUBLIC WORKS

HAYNES BRIDGE ROAD @ MANSELL ROAD
CONCEPTUAL IMPROVEMENTS

SHEET 2 OF 4

JANUARY 7, 2026

NORTH

0 20' 40' 80'

SCALE: 1" = 40'



THE CITY OF ALPHARETTA PUBLIC WORKS

HAYNES BRIDGE ROAD @ MANSELL ROAD
CONCEPTUAL IMPROVEMENTS

SHEET 3 OF 4

JANUARY 7, 2026

NORTH

0 20' 40' 80'

SCALE: 1" = 40'

HAYNES BRIDGE ROAD

ONLY

MATCHLINE C

APPROX. EX. RIGHT OF WAY

RAISED LANDSCAPED
AND PAVER MEDIAN

LANE WIDTH
VARIES 12' MIN.

MANSELL ROAD

THE CITY OF
ALPHARETTA
PUBLIC WORKS

HAYNES BRIDGE ROAD @ MANSELL ROAD
CONCEPTUAL IMPROVEMENTS

SHEET 4 OF 4

JANUARY 7, 2026

NORTH

0 20' 40' 80'

SCALE: 1" = 40'

THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 1 OF 6

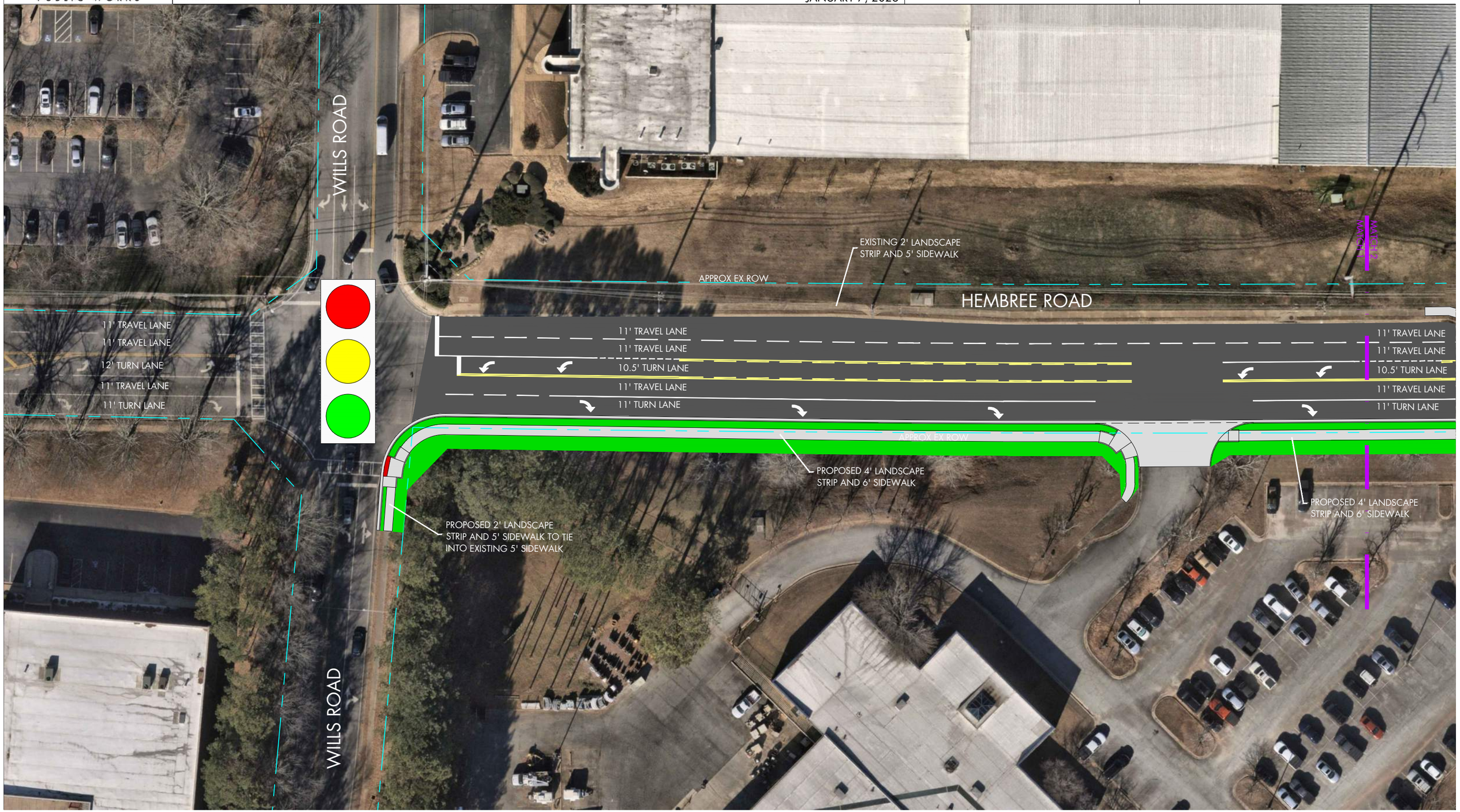
HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

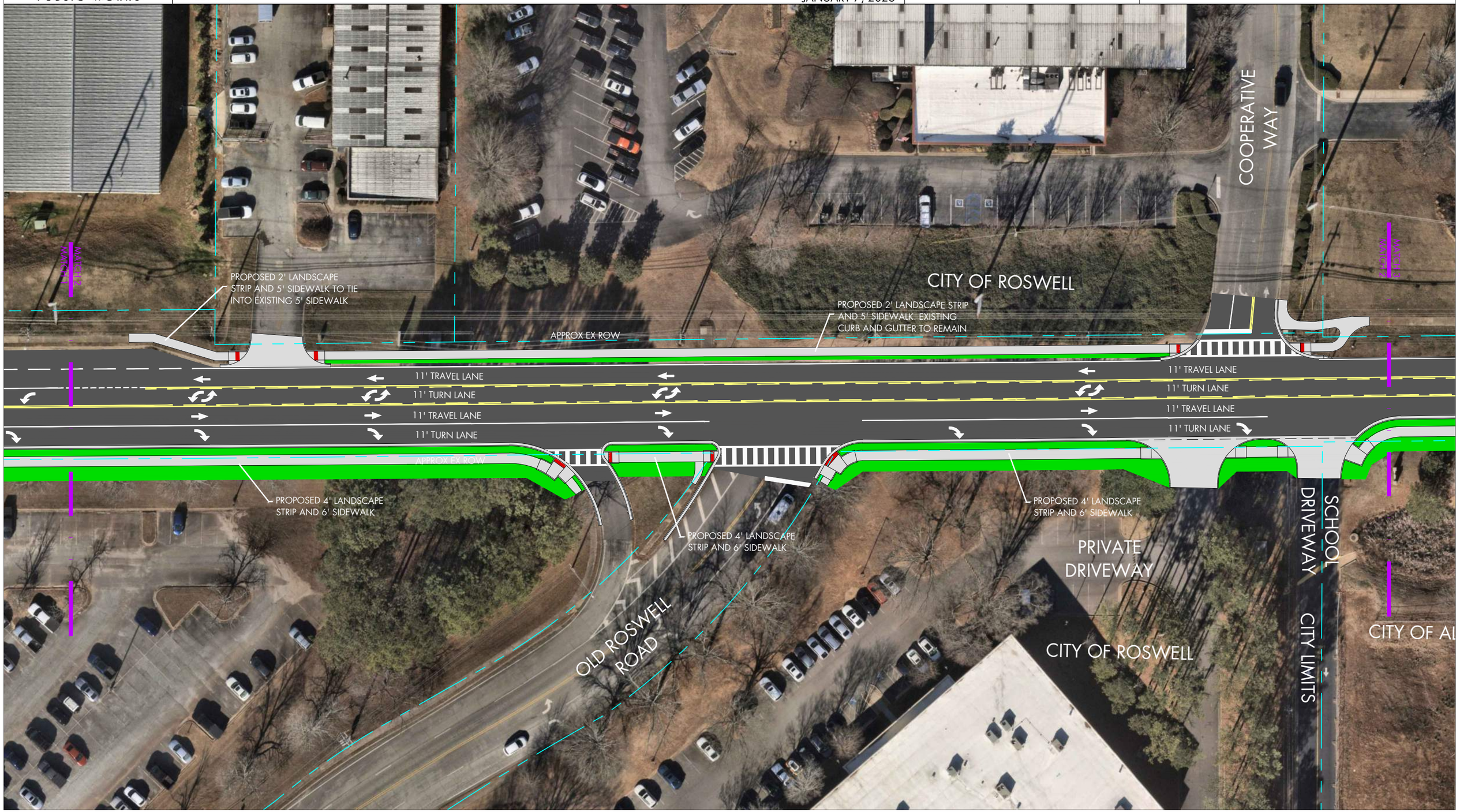
SHEET 2 OF 6

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 3 OF 6

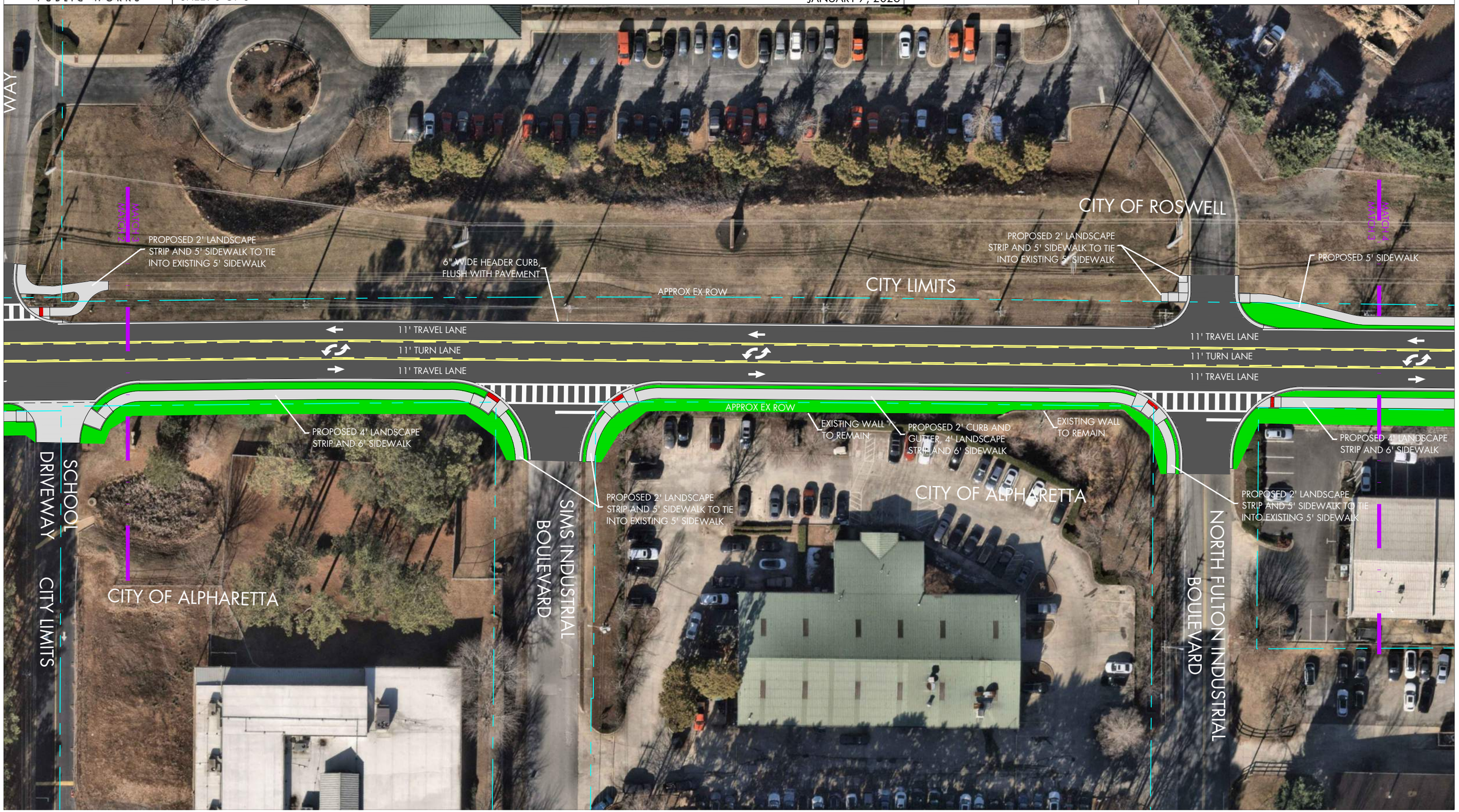
HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

JANUARY 7, 2026

NORTH

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 4 OF 6

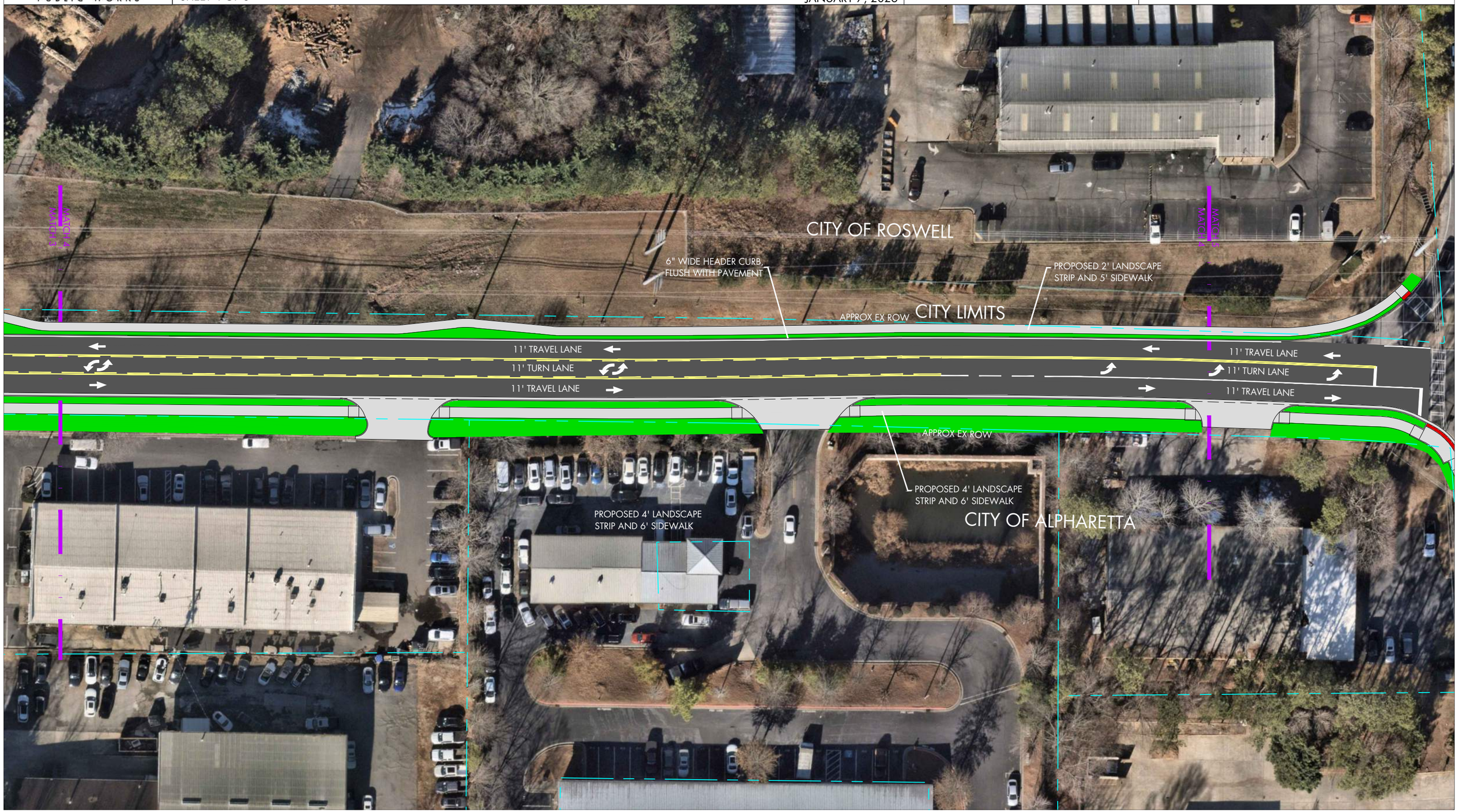
HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 5 OF 6

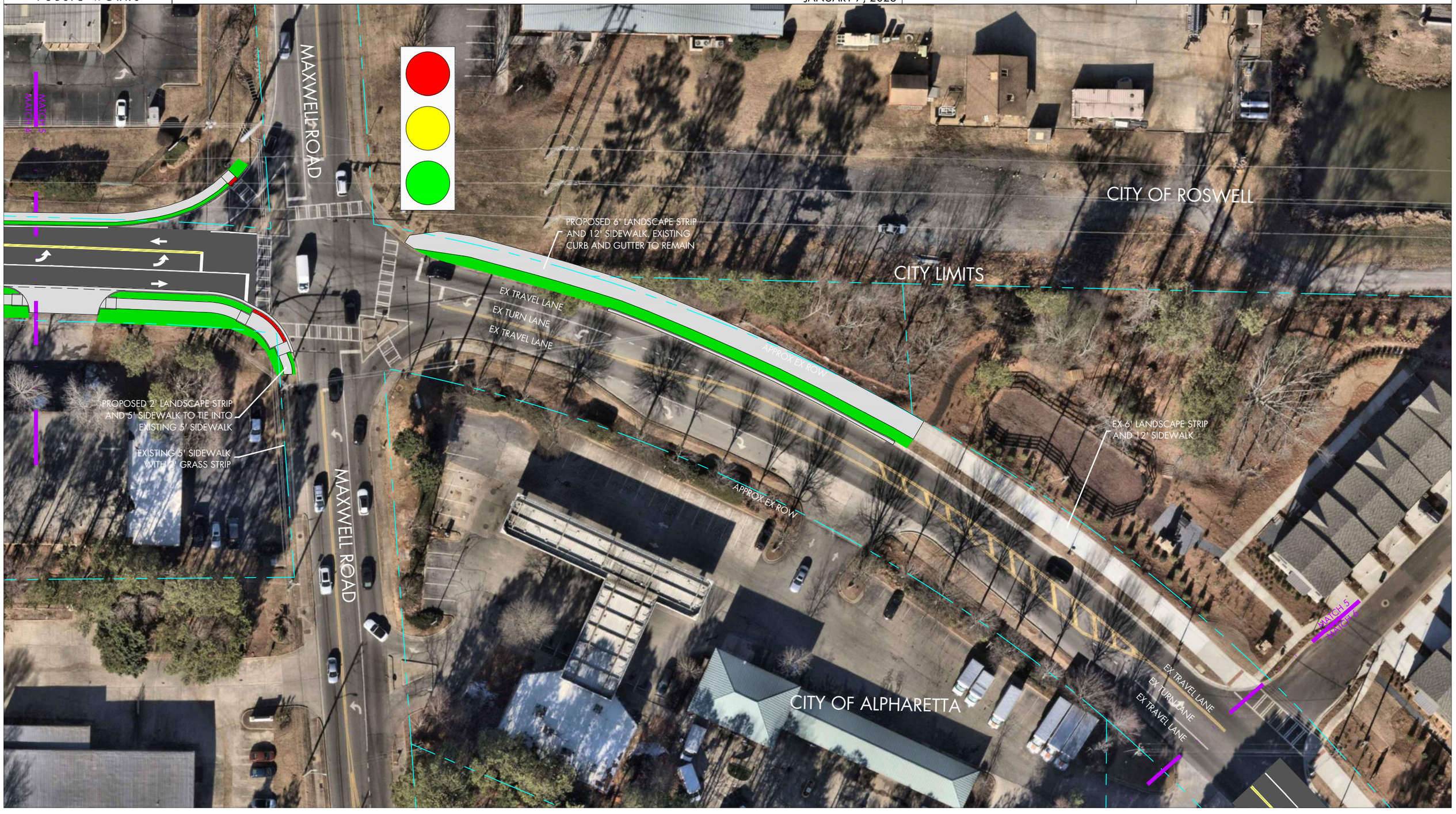
HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 6 OF 6

HEMBREE ROAD WIDENING
WILLS ROAD TO MORRISON PARKWAY

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

KIMBALL BRIDGE ROAD IMPROVEMENTS CONCEPT
WESTSIDE PARKWAY TO NORTHWINDS PARKWAY

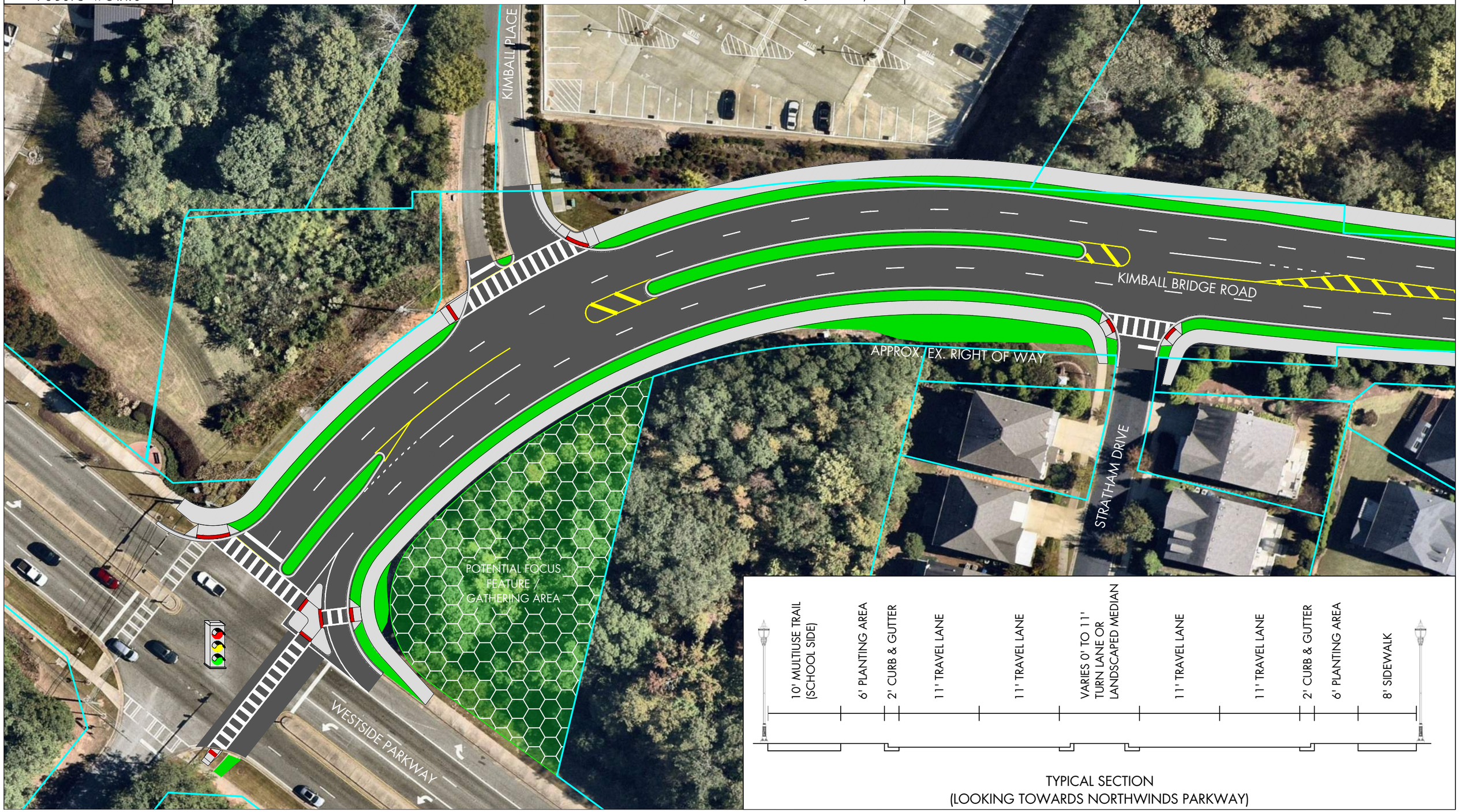
SHEET 1 OF 4

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



TYPICAL SECTION
(LOOKING TOWARDS NORTHWINDS PARKWAY)

KIMBALL BRIDGE ROAD

APPROX. EX. RIGHT OF WAY

KENTWOOD LANE

MURLIE DRIVE

TEASLEY PLACE

CANOPY CIRCLE

THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD IMPROVEMENTS CONCEPT
WESTSIDE PARKWAY TO NORTHWINDS PARKWAY

SHEET 2 OF 4

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD IMPROVEMENTS CONCEPT
WESTSIDE PARKWAY TO NORTHWINDS PARKWAY

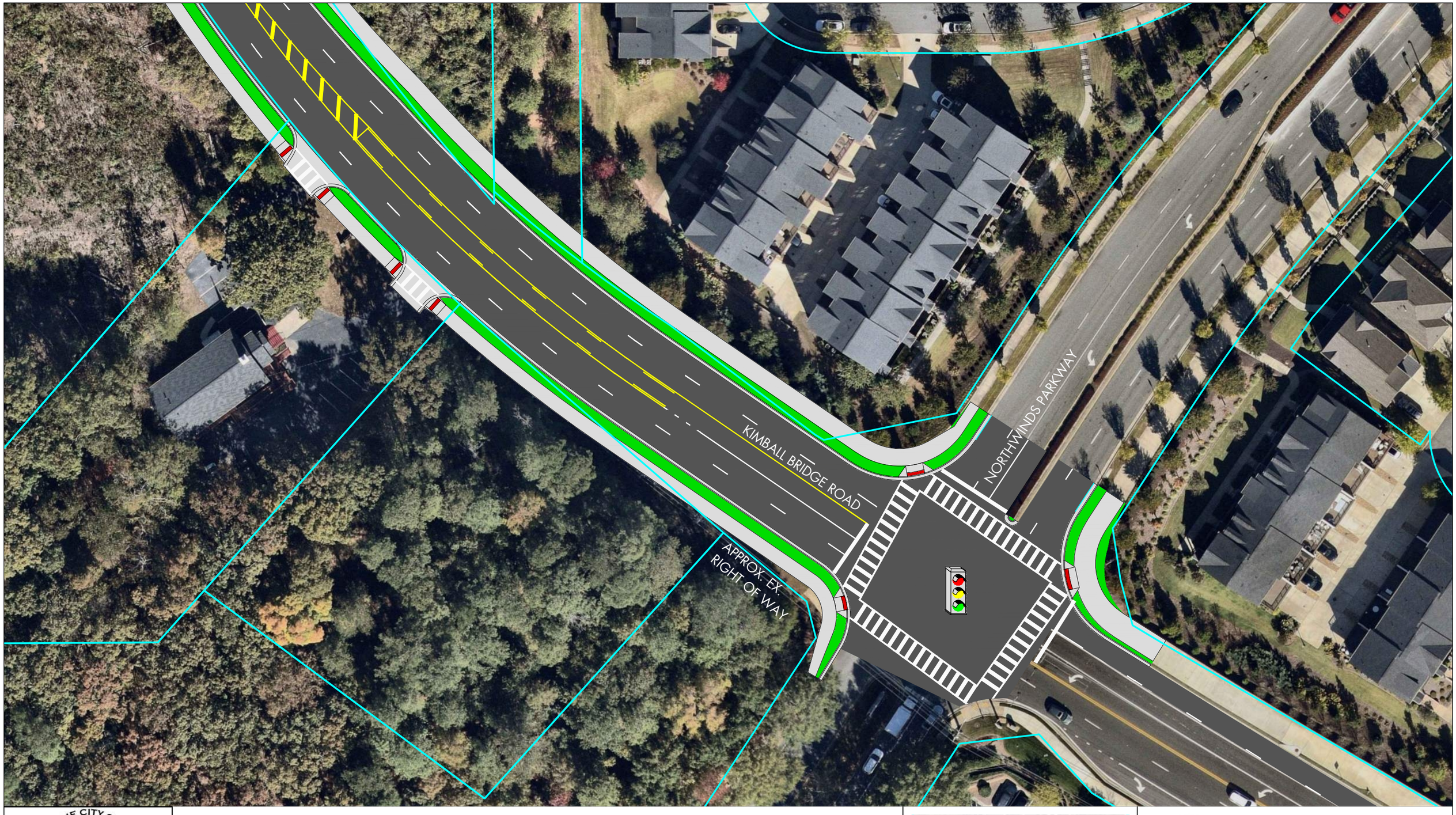
SHEET 3 OF 4

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD IMPROVEMENTS CONCEPT
WESTSIDE PARKWAY TO NORTHWINDS PARKWAY

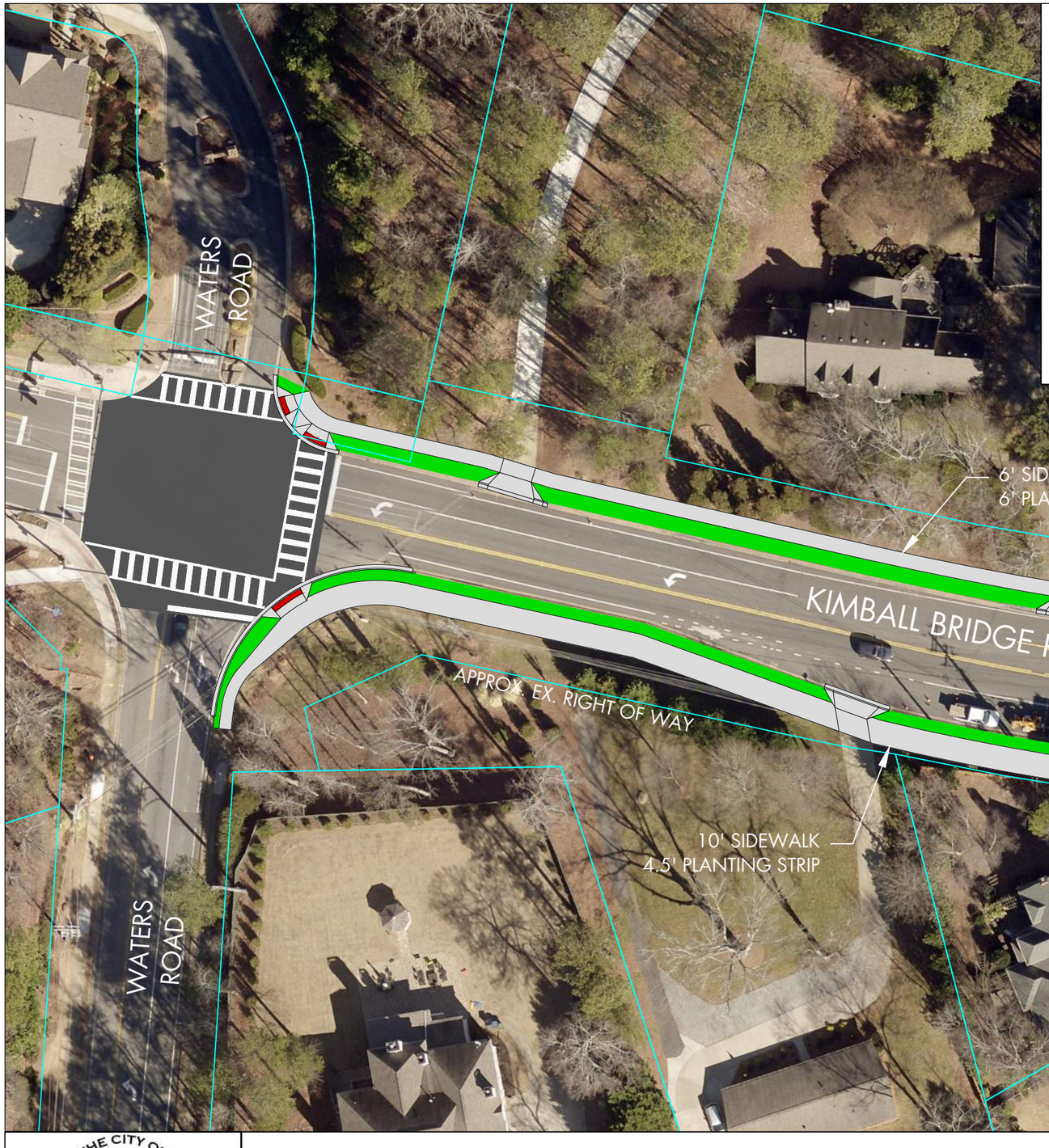
SHEET 4 OF 4

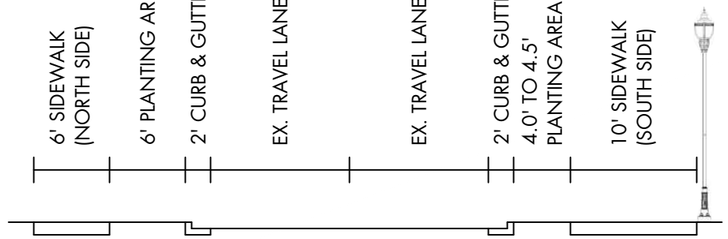
JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'





TYPICAL SECTION
(LOOKING EAST)

NORTH SIDE SHOULDER SECTION MATCHES THE SHOULDER SECTION APPROVED BY COMMUNITY DEVELOPMENT FOR THE HAWTHORNE SUBDIVISION. WEST OF WATERS ROAD, THE SHOULDER CONSISTS OF A 2' TO 15' WIDE PLANTING STRIP AND A 5' TO 6' WIDE SIDEWALK.

SOUTH SIDE SHOULDER SECTION MATCHES THE SHOULDER SECTION CONSTRUCTED ALONG KIMBALL BRIDGE ROAD BETWEEN NORTH POINT PARKWAY AND WATERS ROAD.

THE CITY OF ALPHARETTA
PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

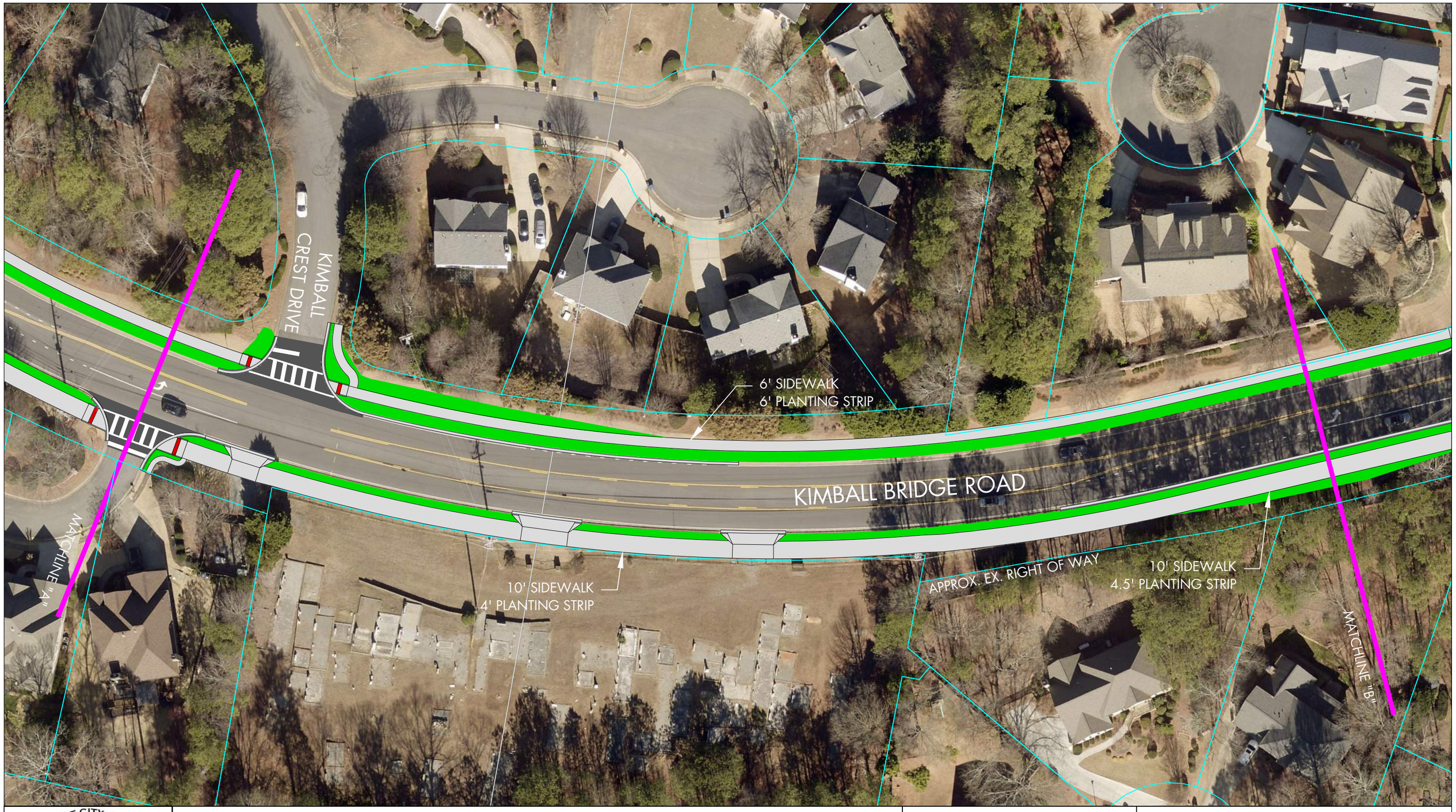
SHEET 1 OF 12

JANUARY 7, 2026

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KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

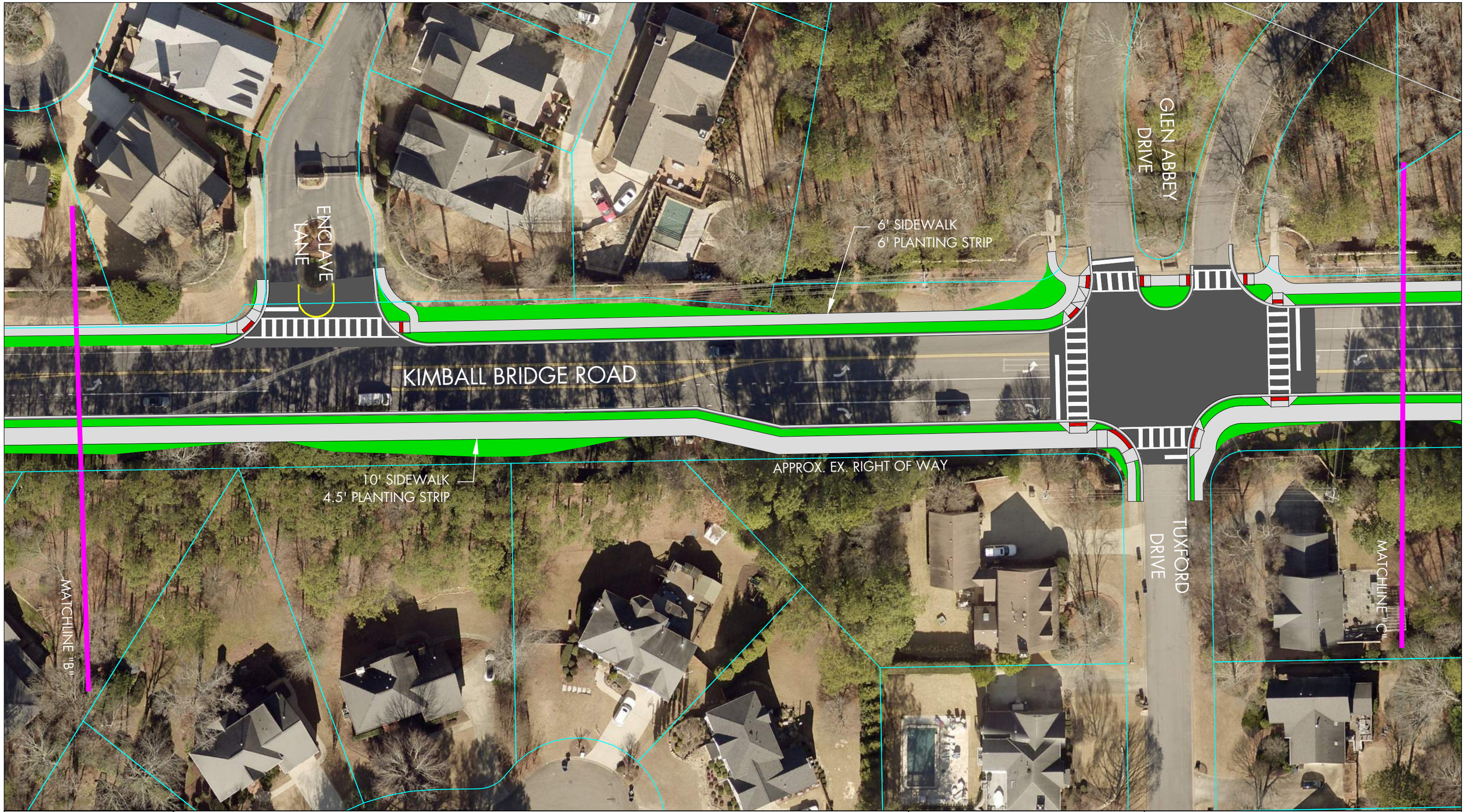
SHEET 2 OF 12

JANUARY 7, 2026

NORTH

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

SHEET 3 OF 12

JANUARY 7, 2026

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

SHEET 4 OF 12

JANUARY 7, 2026

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THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

SHEET 5 OF 12

JANUARY 7, 2026

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KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

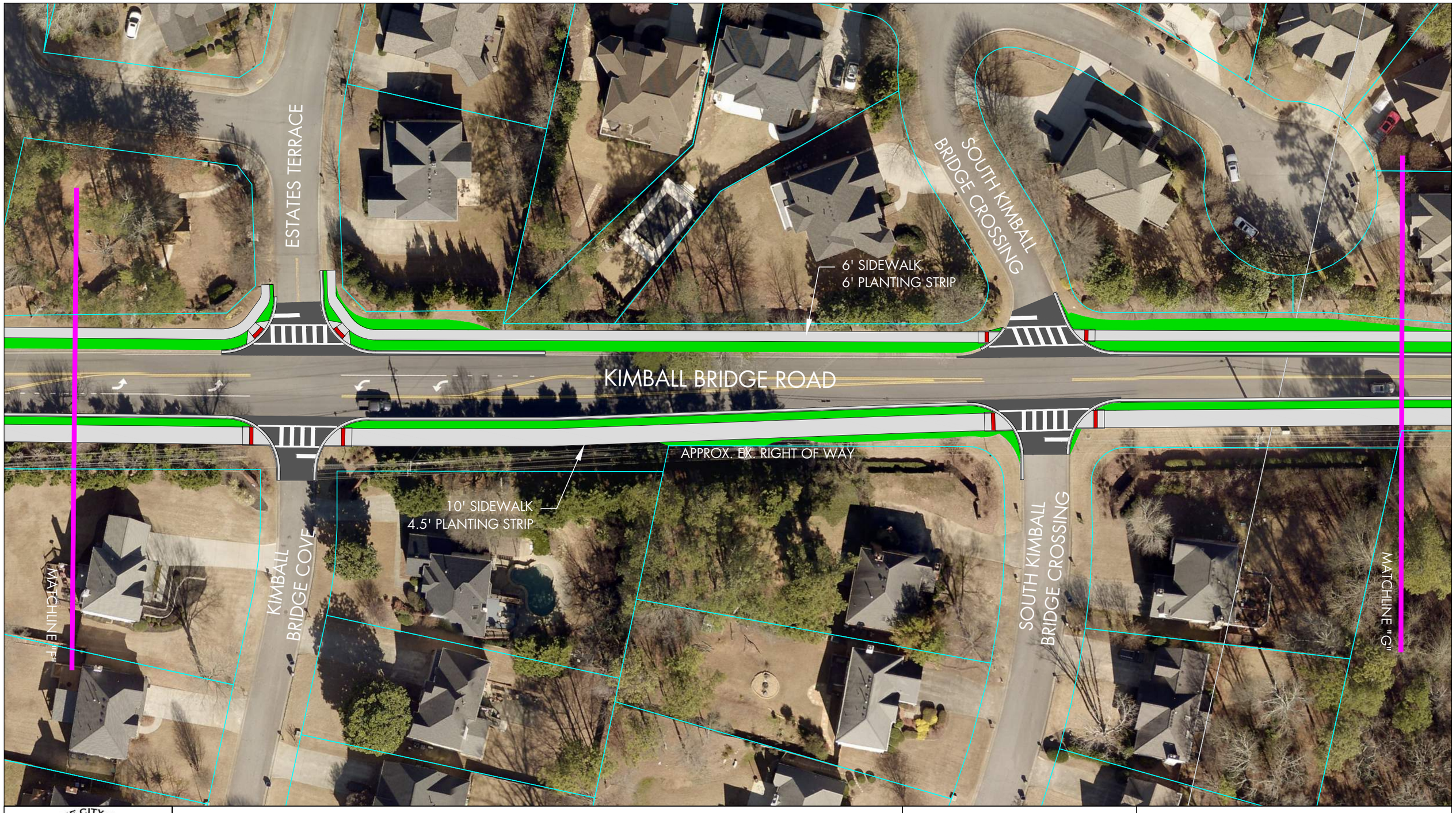
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JANUARY 7, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

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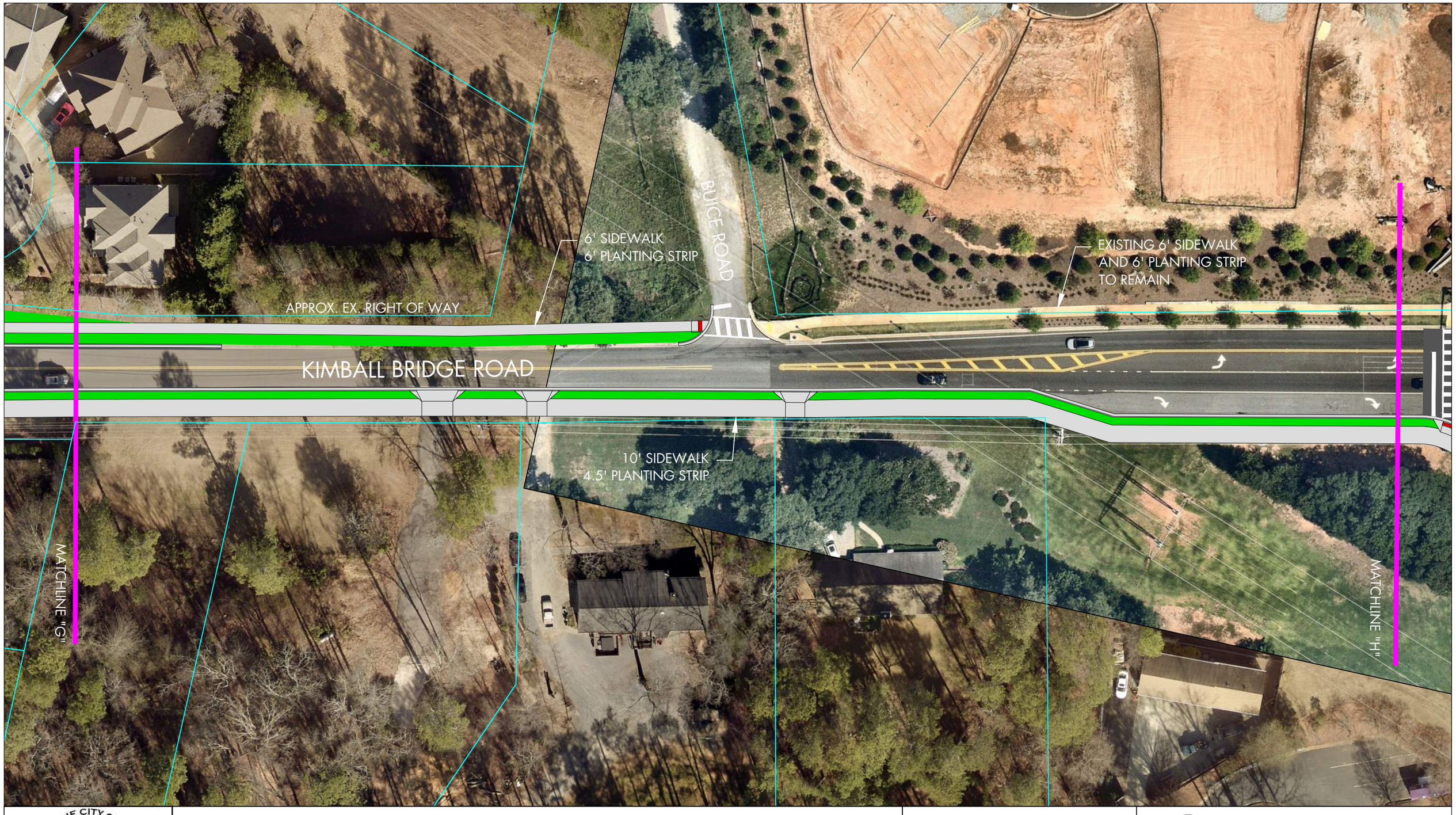
SHEET 7 OF 12

JANUARY 7, 2026

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

SHEET 8 OF 12

JANUARY 7, 2026

NORTH

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

SHEET 9 OF 12

JANUARY 7, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

KIMBALL BRIDGE ROAD - WATERS ROAD TO CITY LIMITS
CONCEPTUAL IMPROVEMENTS

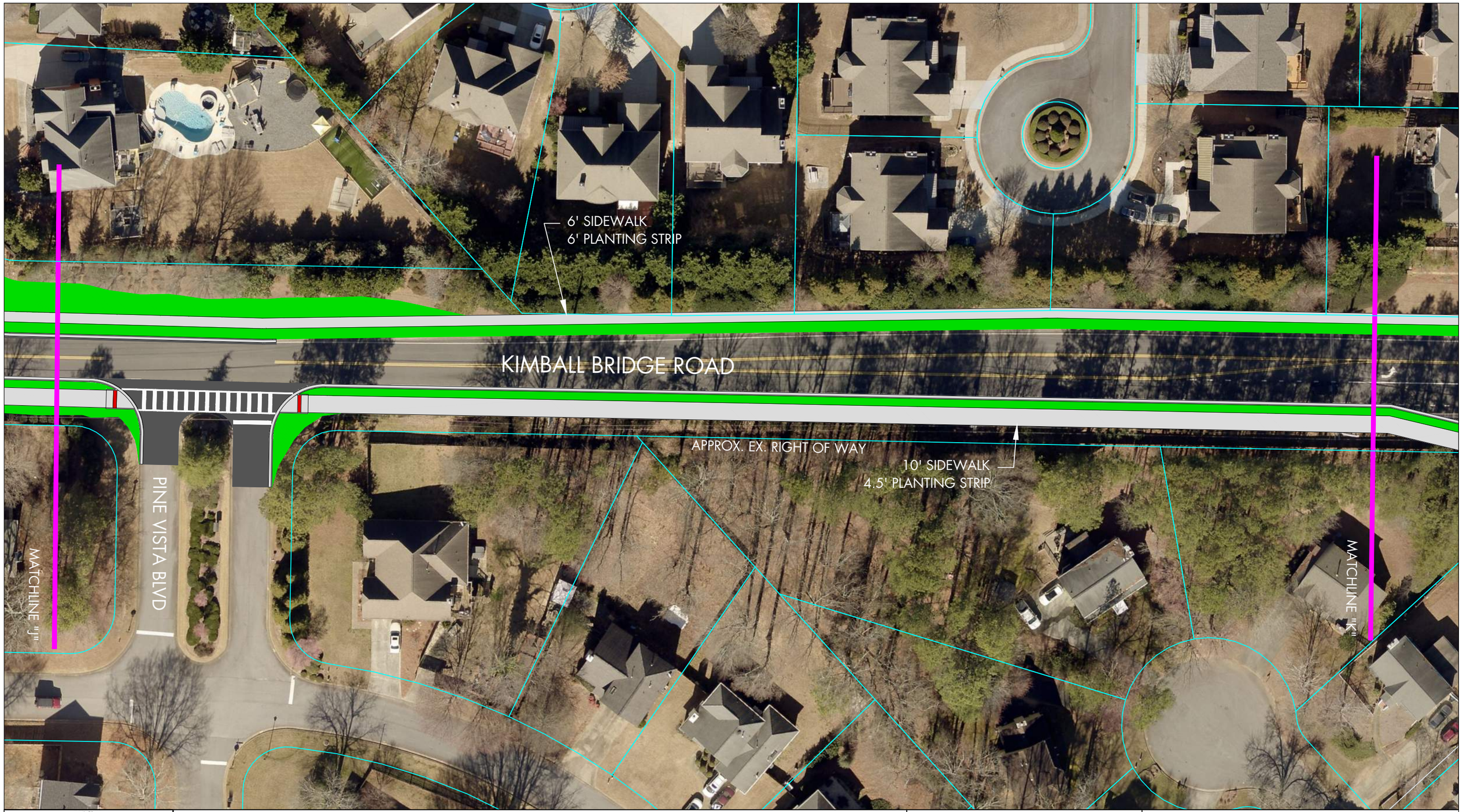
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JANUARY 7, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

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CONCEPTUAL IMPROVEMENTS

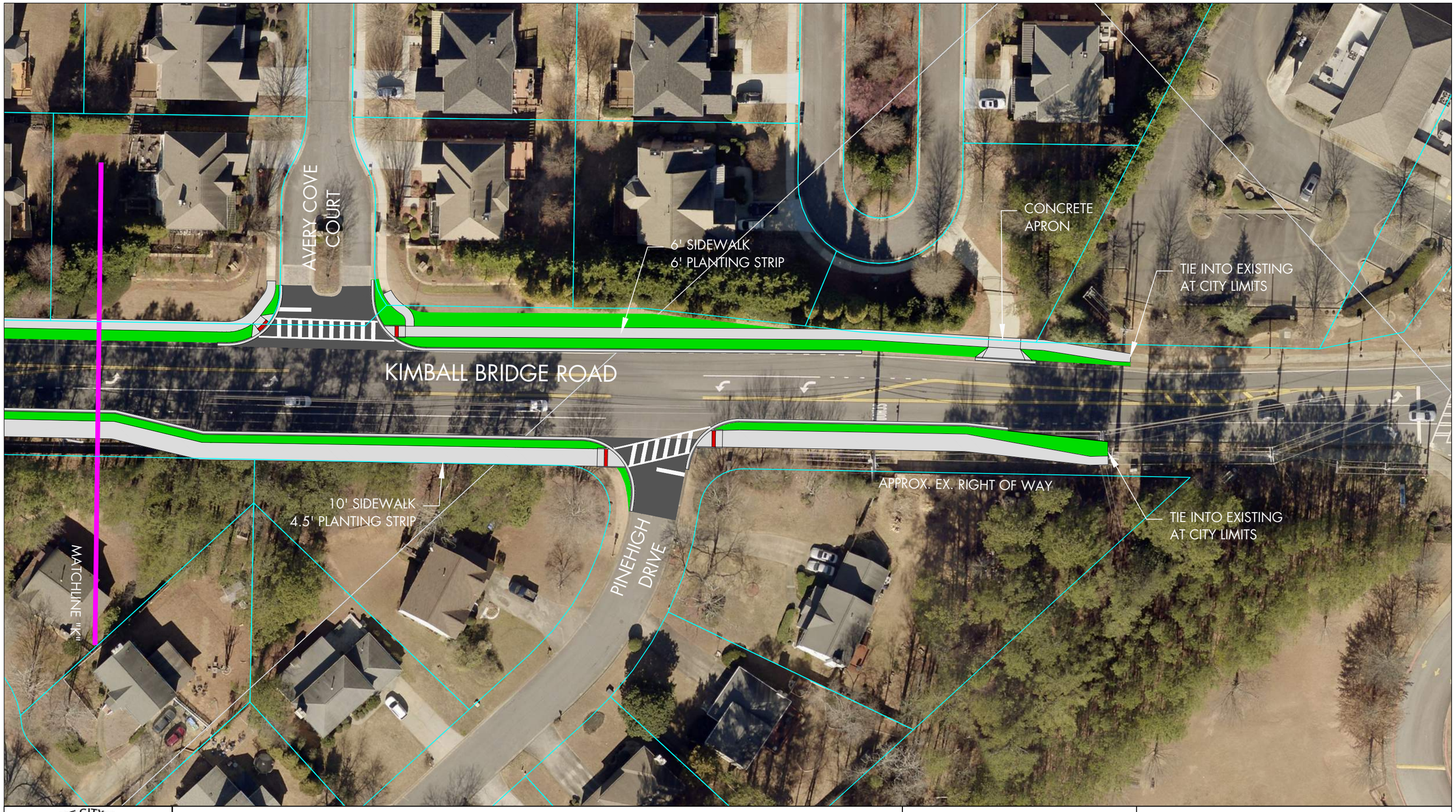
SHEET 11 OF 12

JANUARY 7, 2026

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THE CITY OF ALPHARETTA PUBLIC WORKS

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CONCEPTUAL IMPROVEMENTS

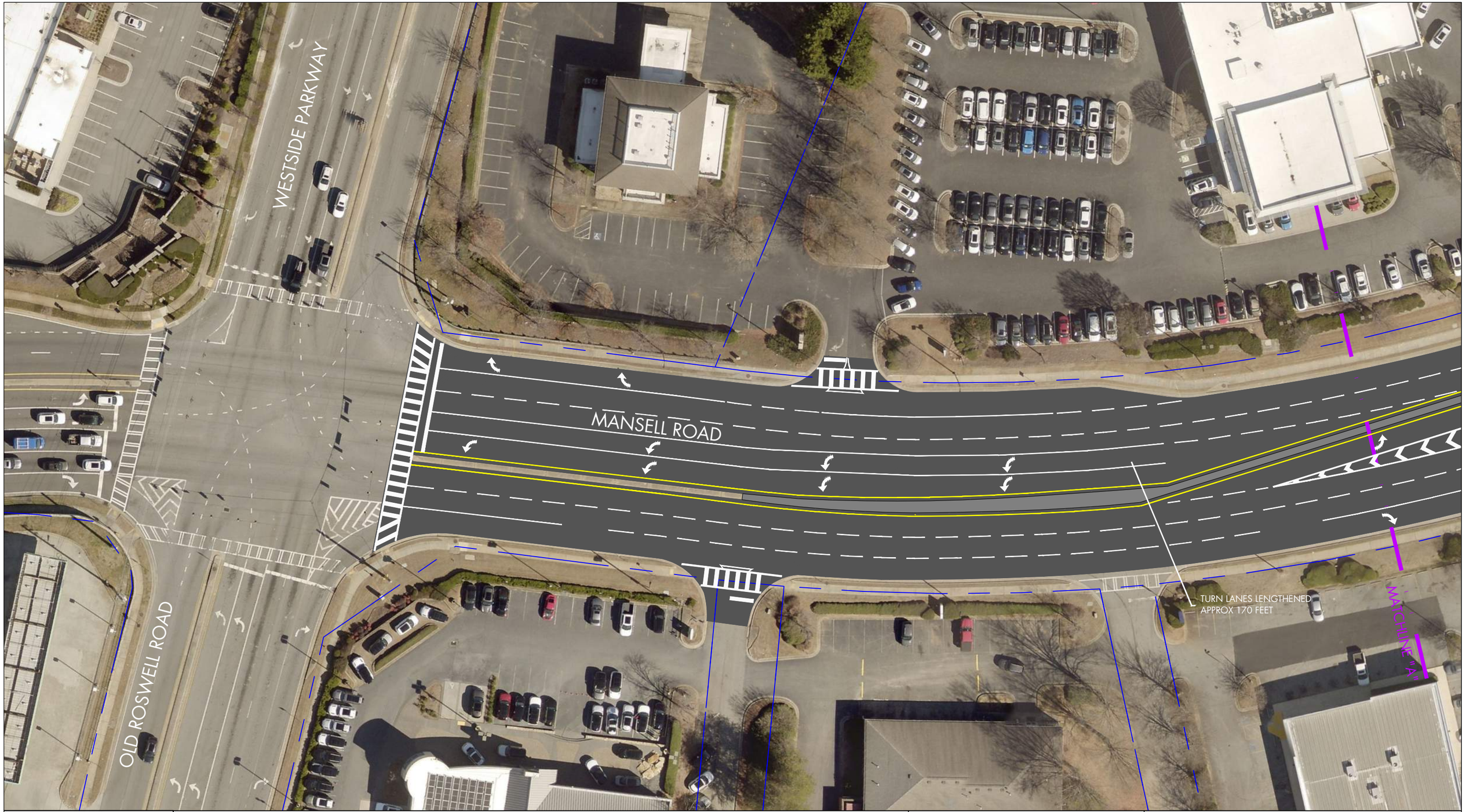
SHEET 12 OF 12

JANUARY 7, 2026

NORTH

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

MANSELL ROAD - OLD ROSWELL ROAD TO GA 400 SB ON RAMP
CONCEPTUAL IMPROVEMENTS

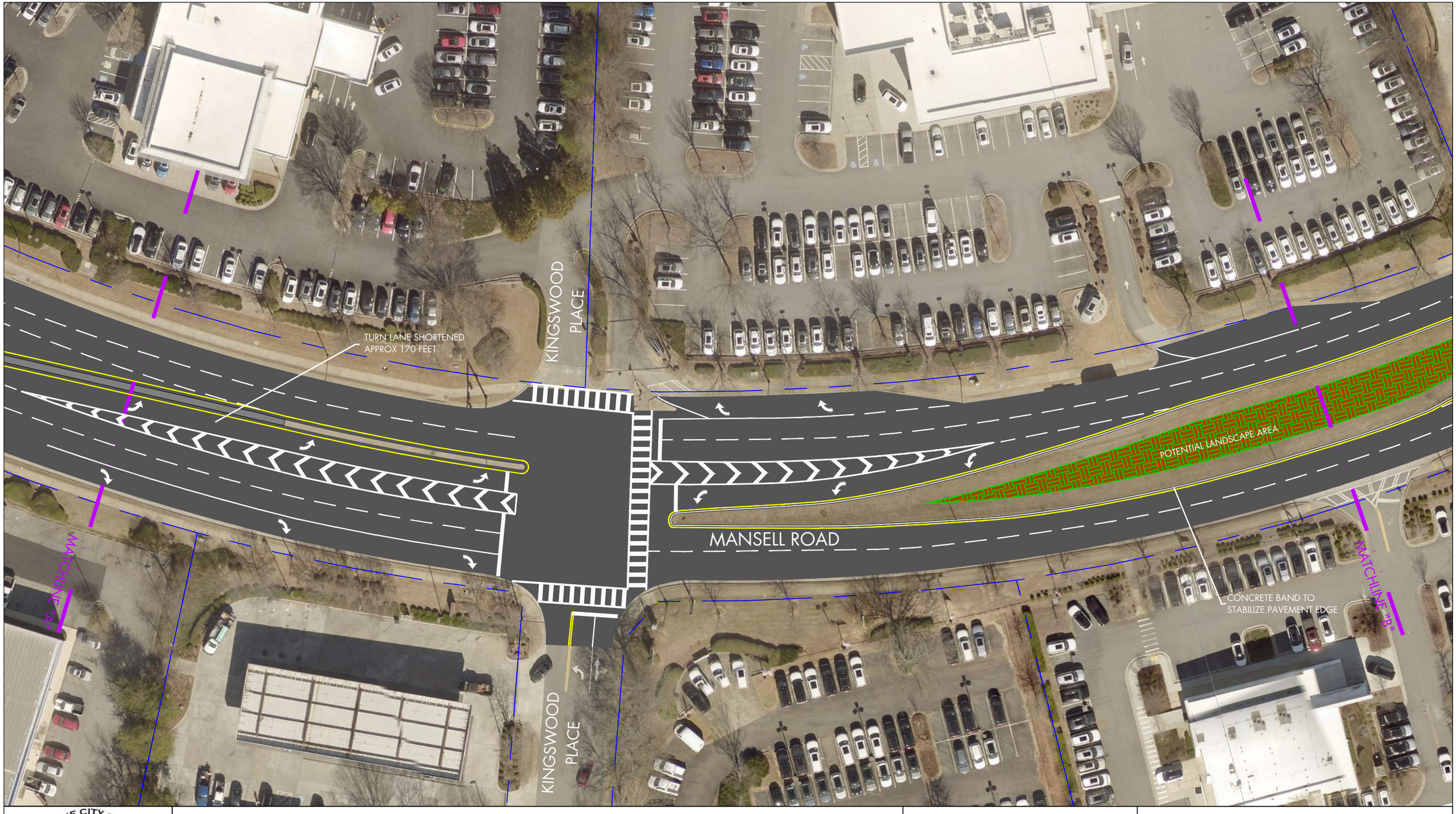
SHEET 1 OF 5

01-07-2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

MANSELL ROAD - OLD ROSWELL ROAD TO GA 400 SB ON RAMP
CONCEPTUAL IMPROVEMENTS

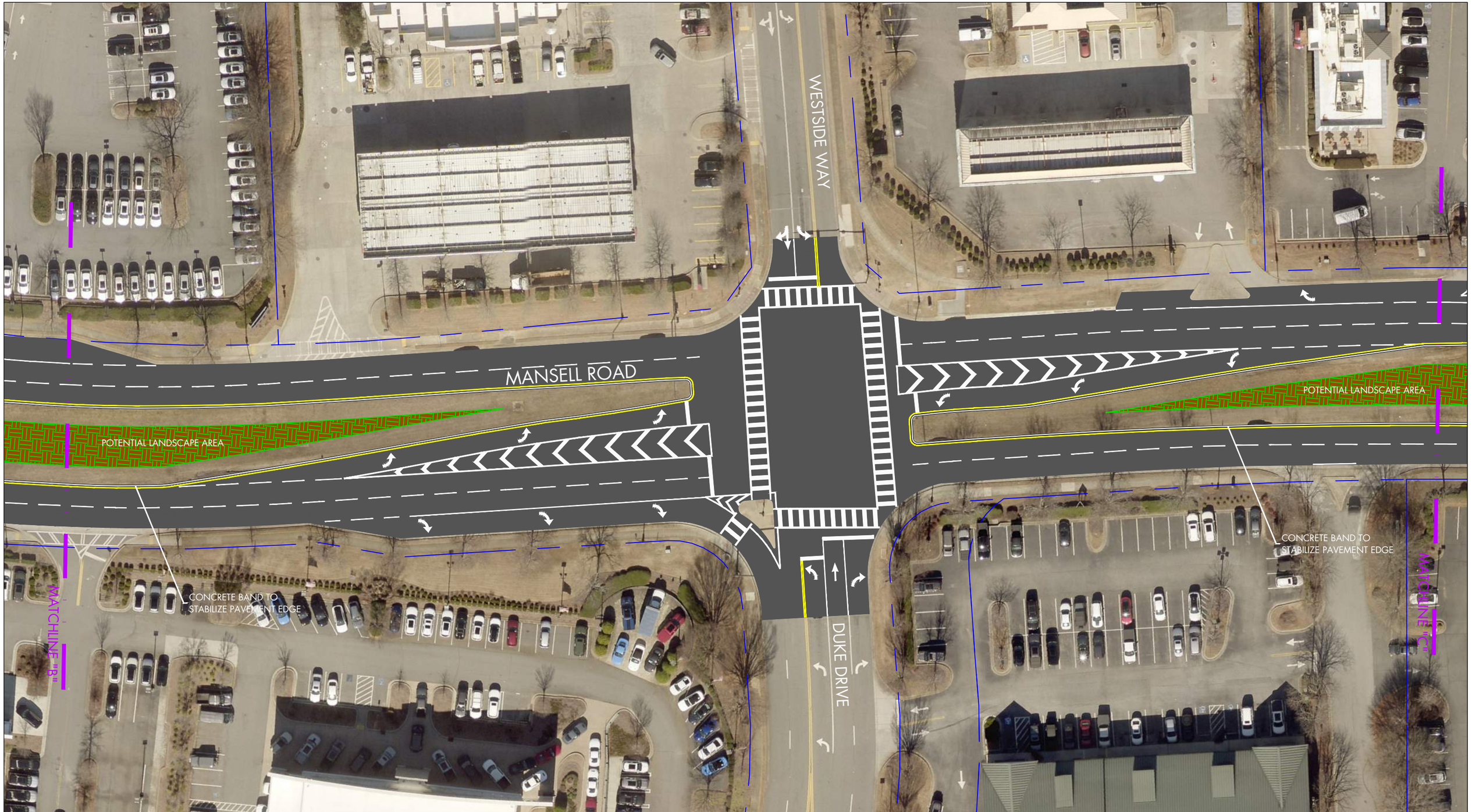
SHEET 2 OF 5

01-07-2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

MANSELL ROAD - OLD ROSWELL ROAD TO GA 400 SB ON RAMP
CONCEPTUAL IMPROVEMENTS

SHEET 3 OF 5

01-07-2026

NORTH

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA PUBLIC WORKS

MANSELL ROAD - OLD ROSWELL ROAD TO GA 400 SB ON RAMP

CONCEPTUAL IMPROVEMENTS

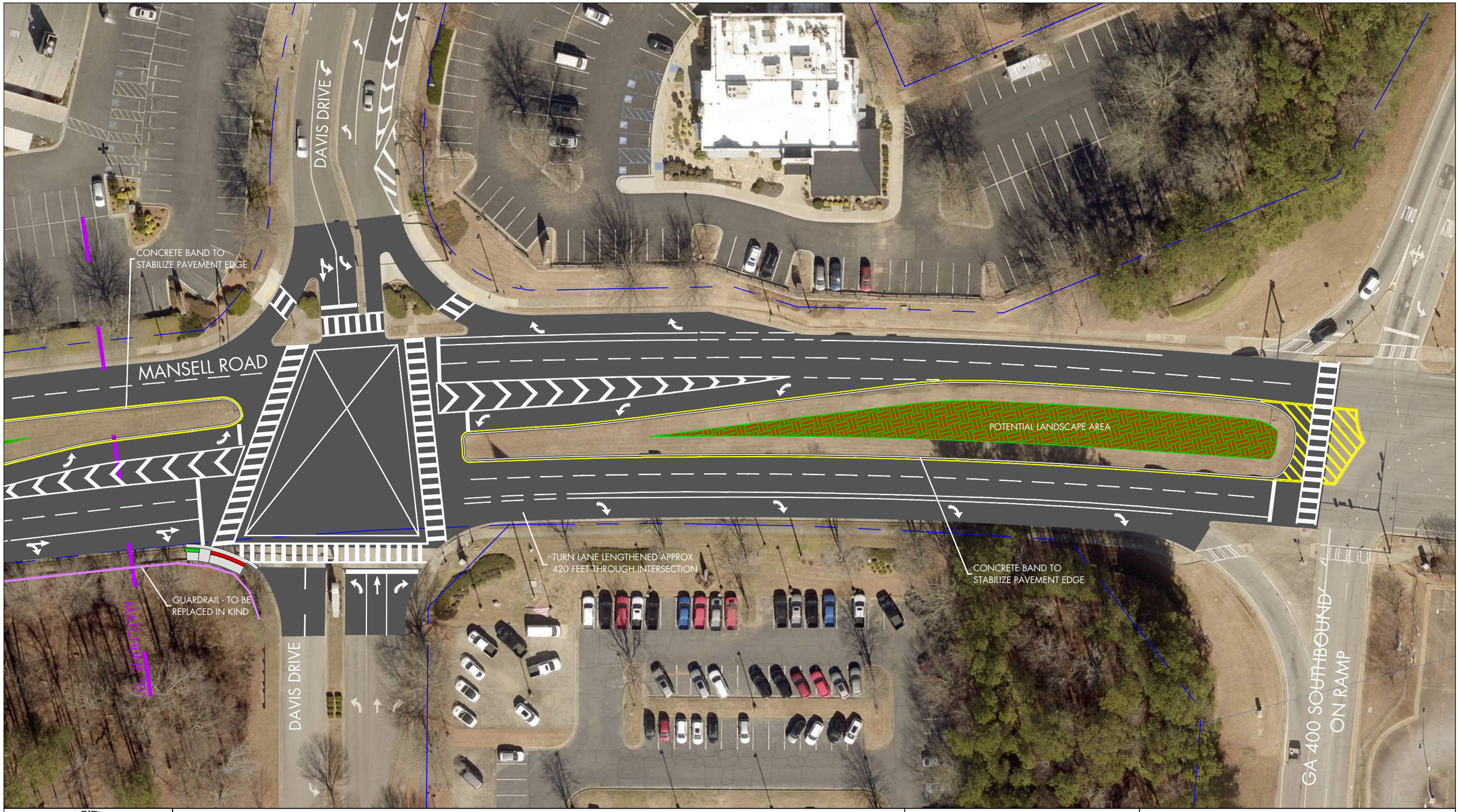
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THE CITY OF ALPHARETTA
PUBLIC WORKS

MANSELL ROAD - OLD ROSWELL ROAD TO GA 400 SB ON RAMP
CONCEPTUAL IMPROVEMENTS

SHEET 5 OF 5

01-07-2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'

THE CITY OF ALPHARETTA PUBLIC WORKS

MAYFIELD ROAD IMPROVEMENTS
FOE KILLER CREEK TO CANTON STREET

SHEET 1 OF 4

JANUARY 7, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 2 OF 4

MAYFIELD ROAD IMPROVEMENTS
FOE KILLER CREEK TO CANTON STREET

JANUARY 7, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

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FOE KILLER CREEK TO CANTON STREET

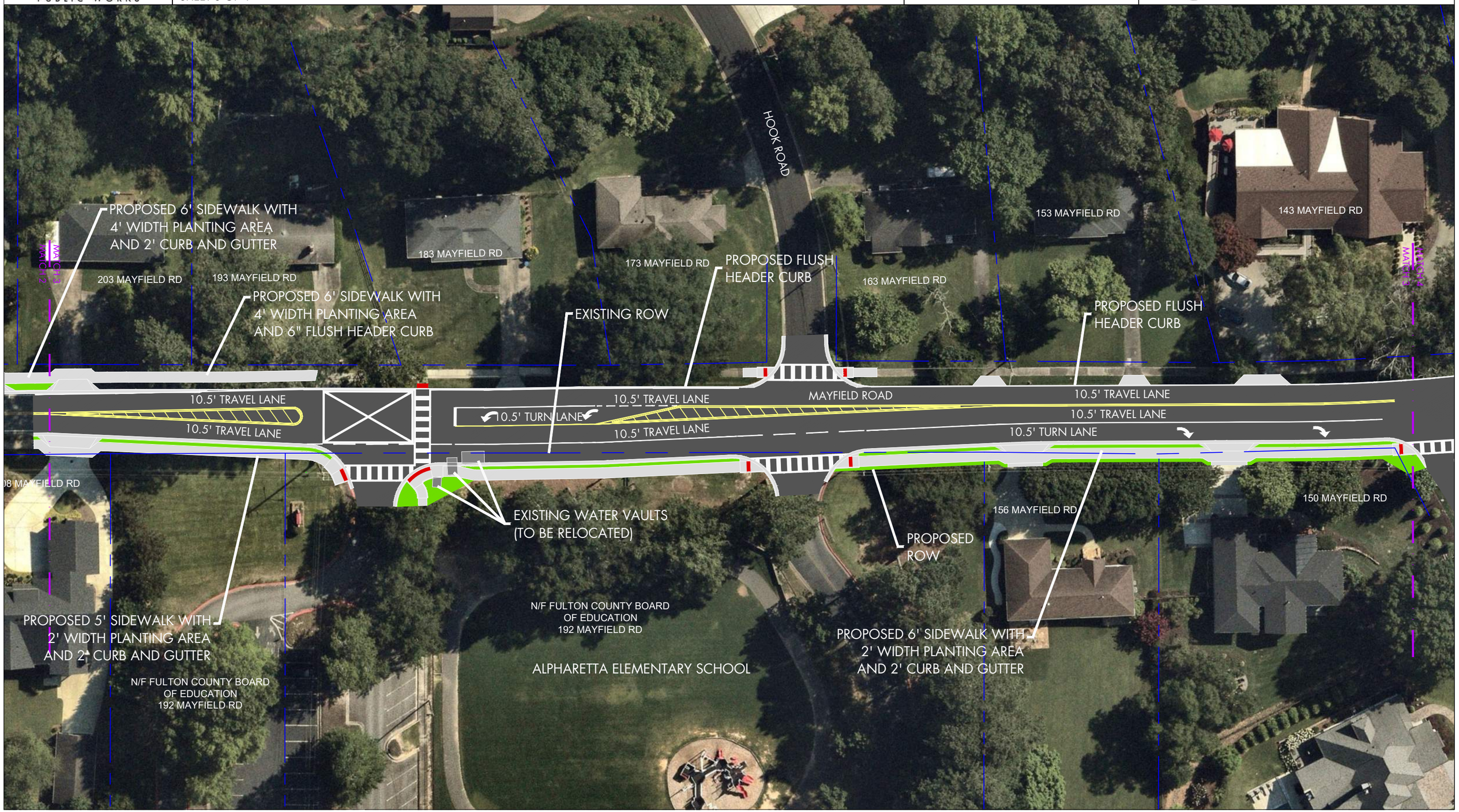
SHEET 3 OF 4

JANUARY 7, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

SHEET 4 OF 4

MAYFIELD ROAD IMPROVEMENTS
FOE KILLER CREEK TO CANTON STREET

JANUARY 7, 2026

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SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

MILTON AVENUE SIDEWALK
WILLS ROAD TO CITY OF ALPHARETTA PARKING DECK

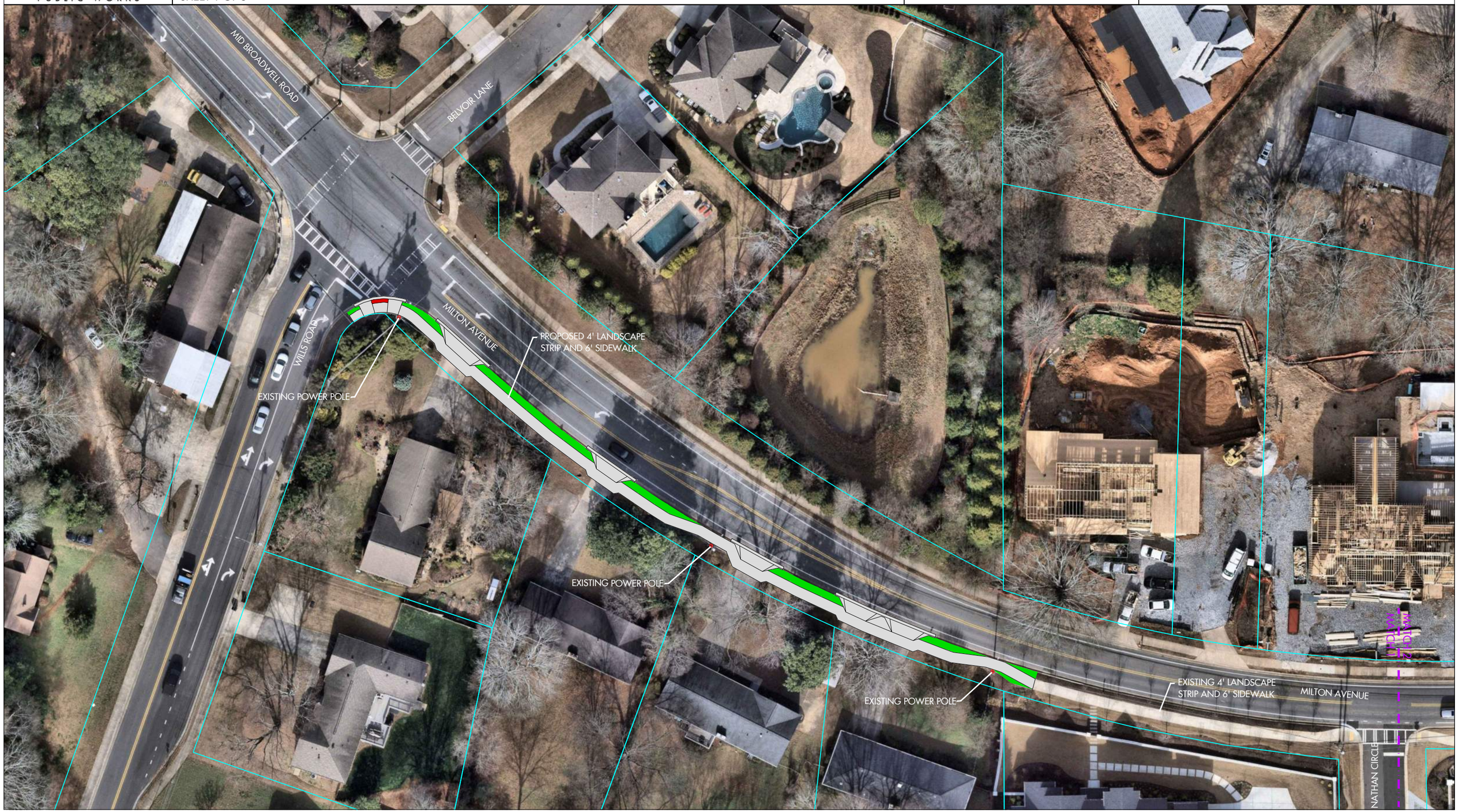
SHEET 1 OF 5

JANUARY 27, 2026

NORTH

0 25' 50' 100'

SCALE: 1" = 50'



THE CITY OF ALPHARETTA
PUBLIC WORKS

MILTON AVENUE SIDEWALK
WILLS ROAD TO CITY OF ALPHARETTA PARKING DECK

SHEET 2 OF 5

JANUARY 27, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

MILTON AVENUE SIDEWALK
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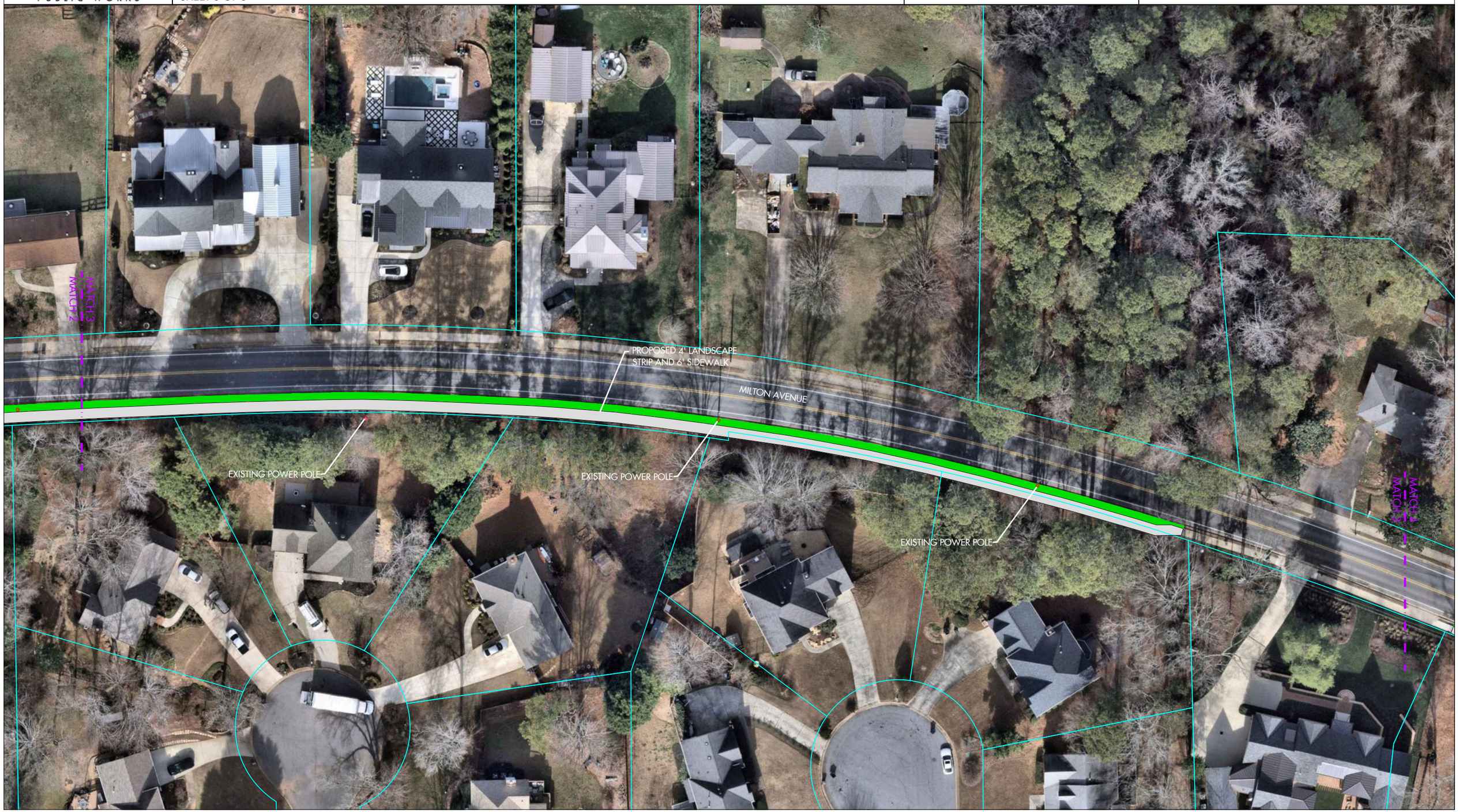
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JANUARY 27, 2026

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THE CITY OF ALPHARETTA
PUBLIC WORKS

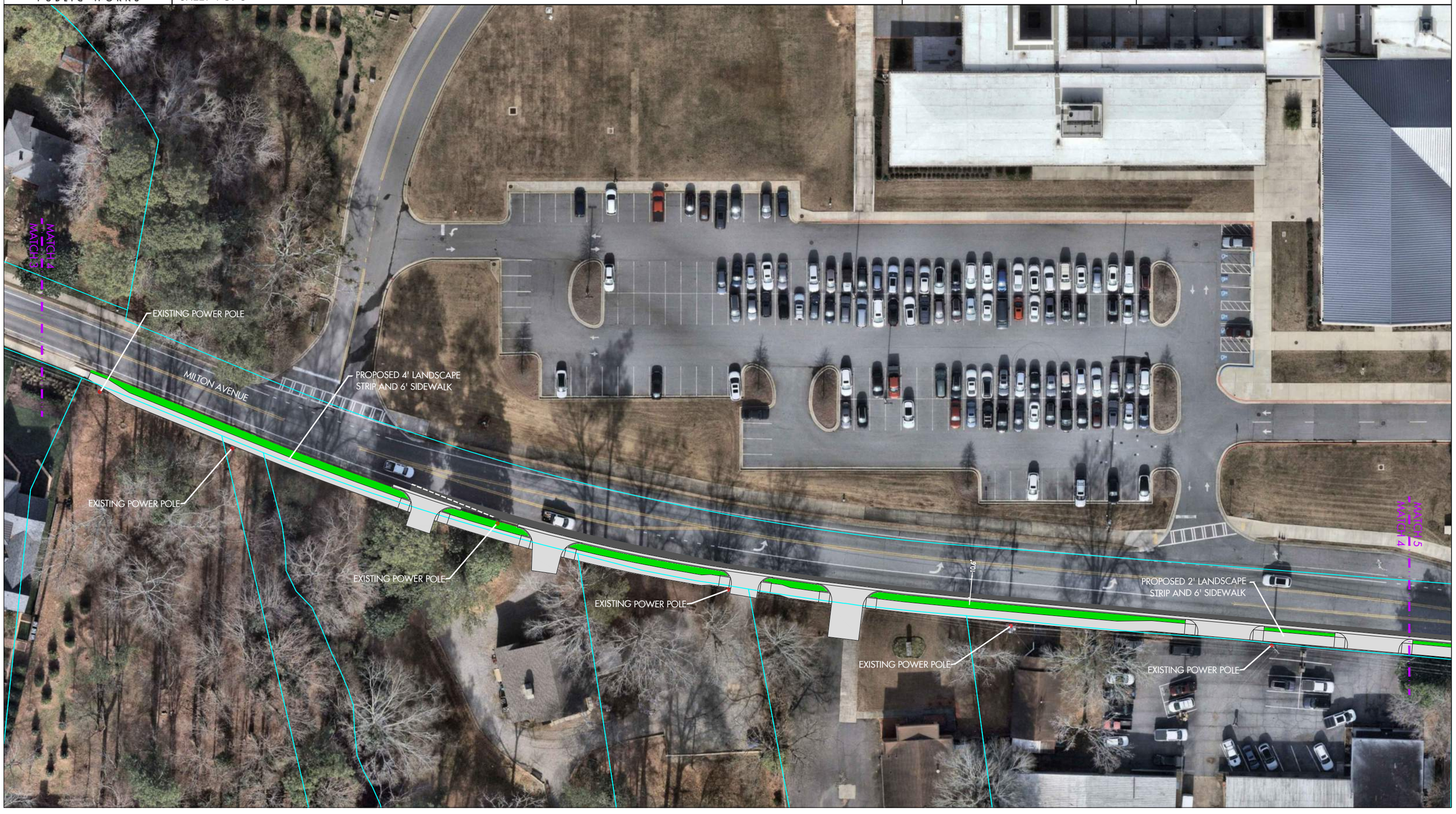
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THE CITY OF ALPHARETTA
PUBLIC WORKS

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SHEET 5 OF 5

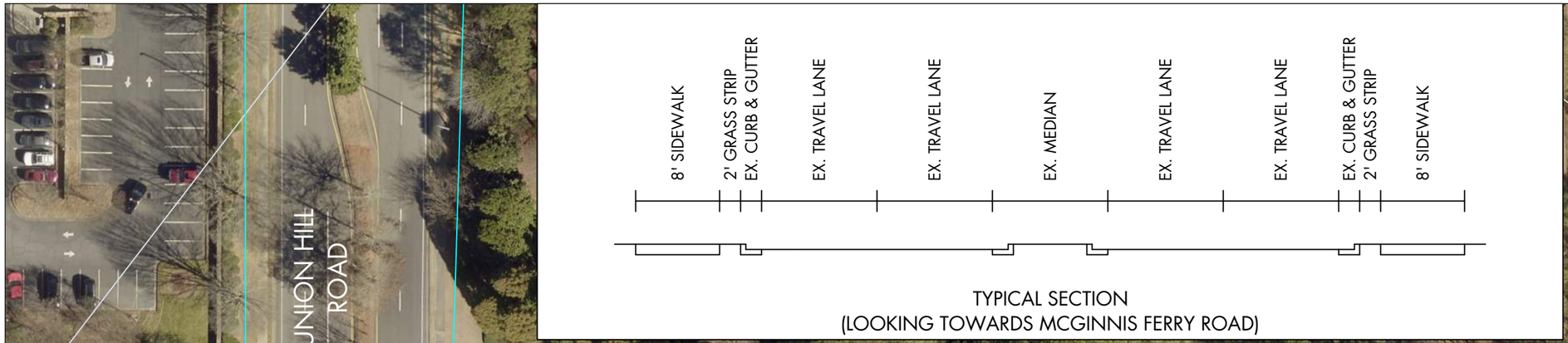
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TYPICAL SECTION
(LOOKING TOWARDS MCGINNIS FERRY ROAD)

UNION HILL ROAD

GREENWAY

8' SIDEWALK
2' GRASS STRIP

WINDWARD PARKWAY

APPROX. EX. RIGHT OF WAY

MARKET PLACE

GREENWAY

MATCHLINE "A"

THE CITY OF ALPHARETTA
PUBLIC WORKS

WINDWARD PARKWAY - UNION HILL ROAD TO McGINNIS FERRY ROAD
CONCEPTUAL IMPROVEMENTS

SHEET 1 OF 12

JANUARY 7, 2026

NORTH

0 30' 60' 120'

SCALE: 1" = 60'



THE CITY OF ALPHARETTA
PUBLIC WORKS

WINDWARD PARKWAY - UNION HILL ROAD TO McGINNIS FERRY ROAD
CONCEPTUAL IMPROVEMENTS

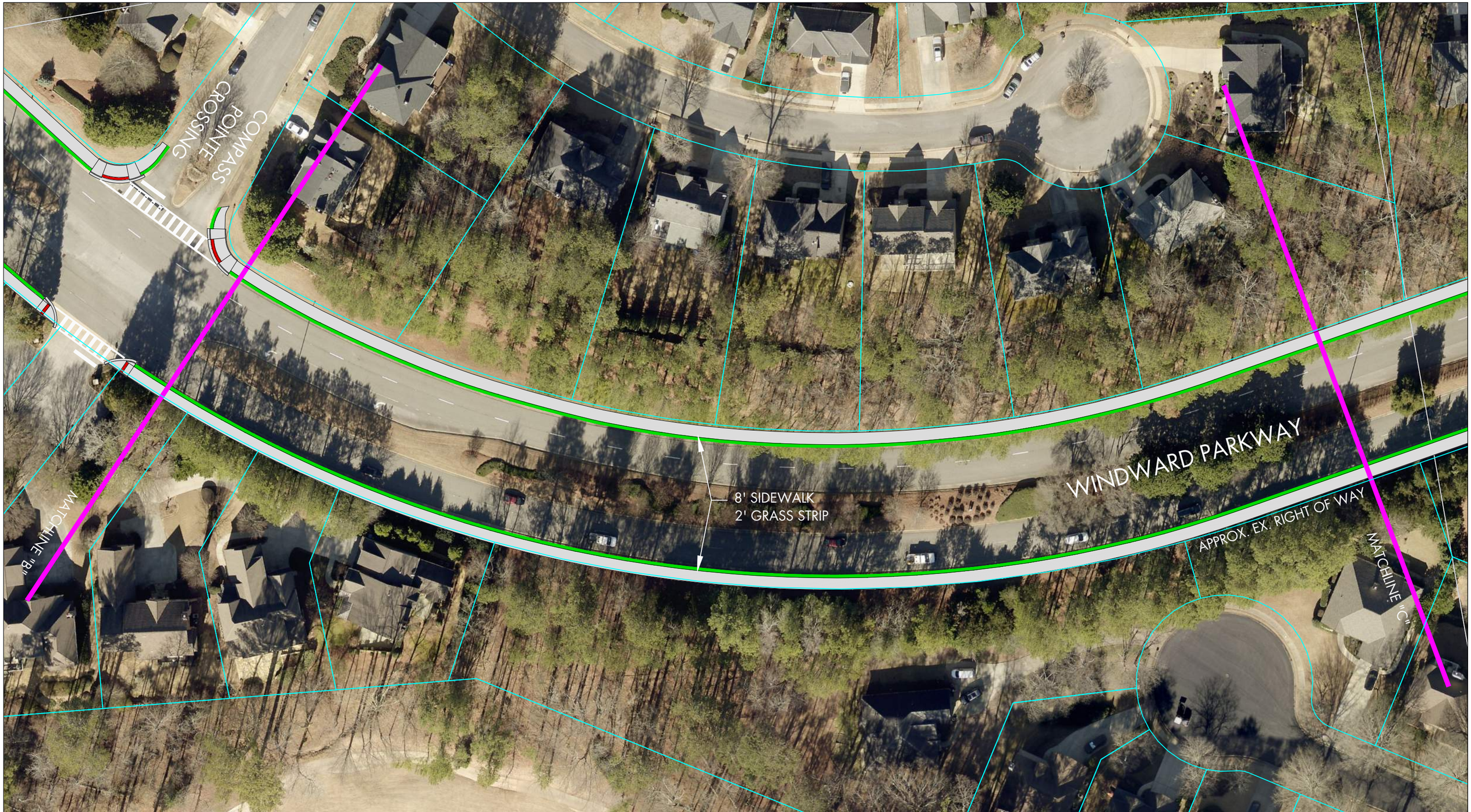
SHEET 2 OF 12

JANUARY 7, 2026

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THE CITY OF ALPHARETTA PUBLIC WORKS

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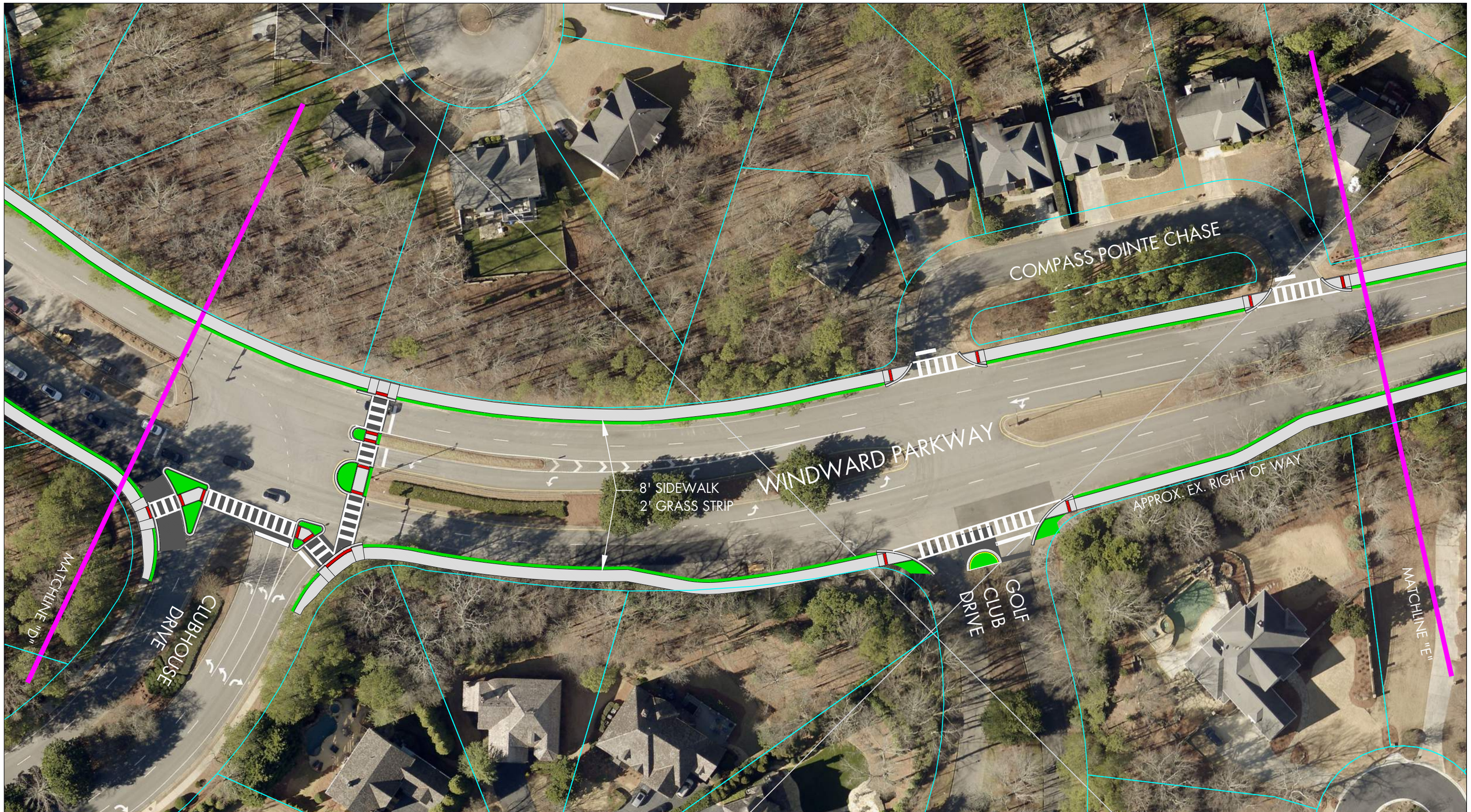
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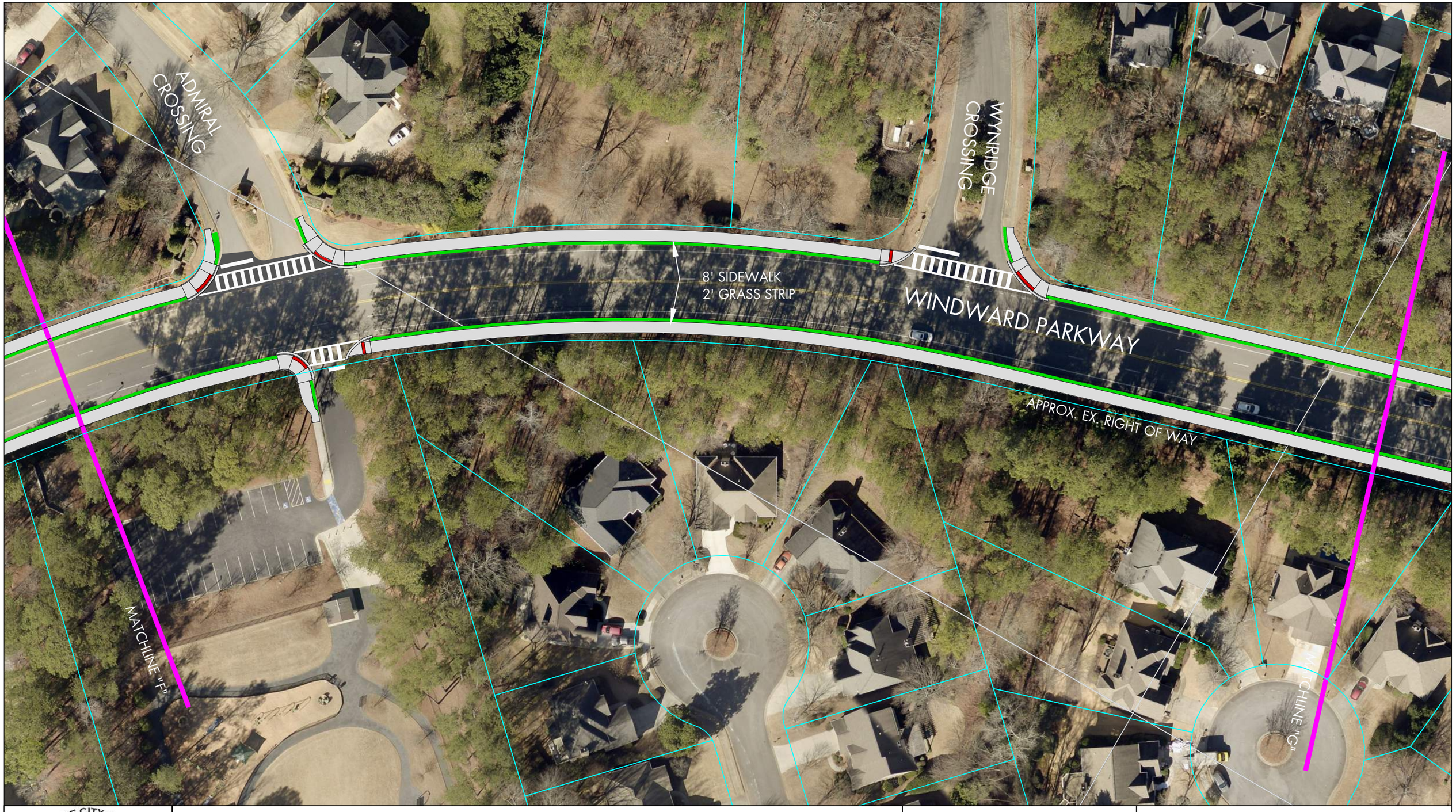
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THE CITY OF ALPHARETTA PUBLIC WORKS

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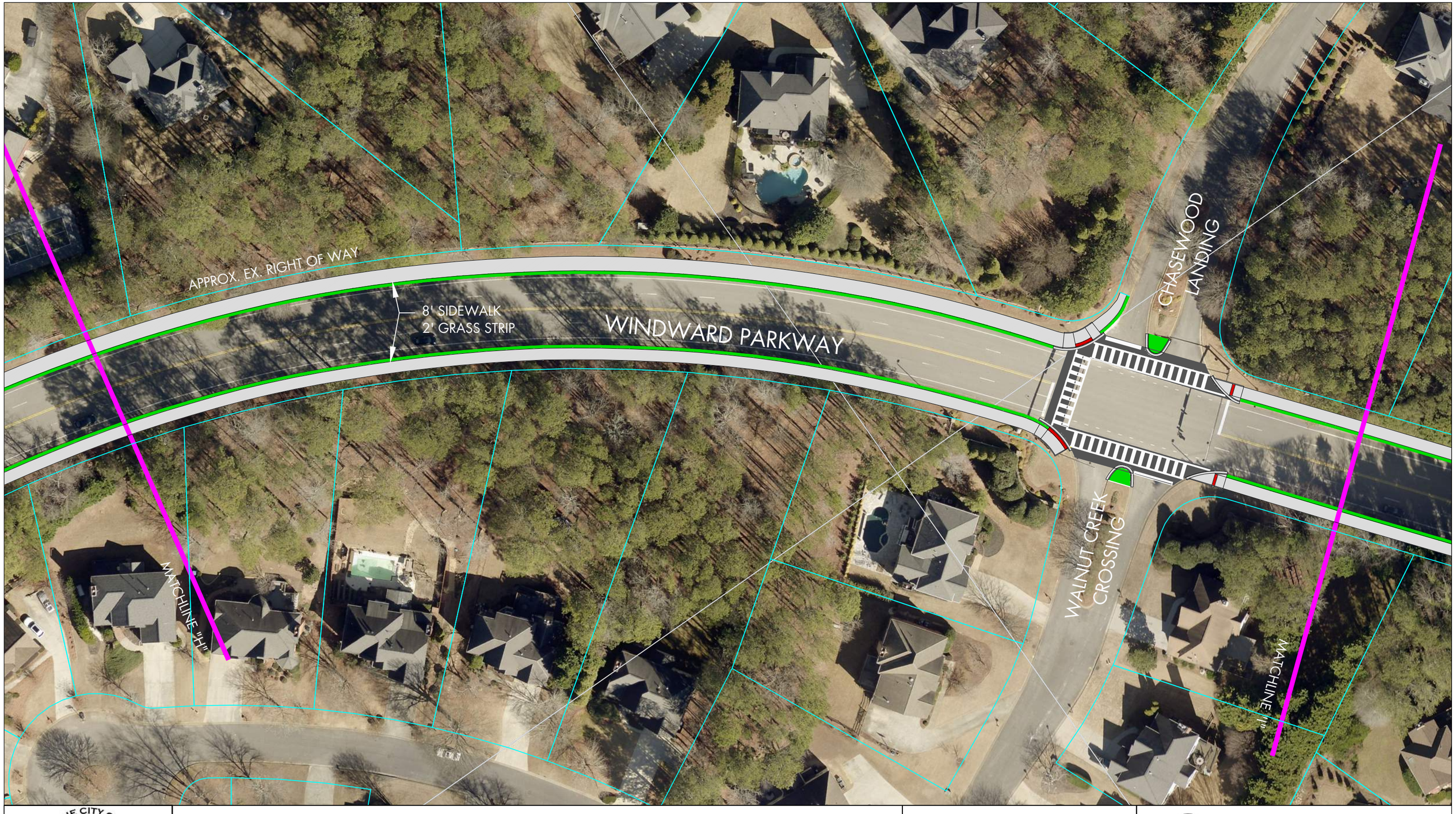
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JANUARY 7, 2026

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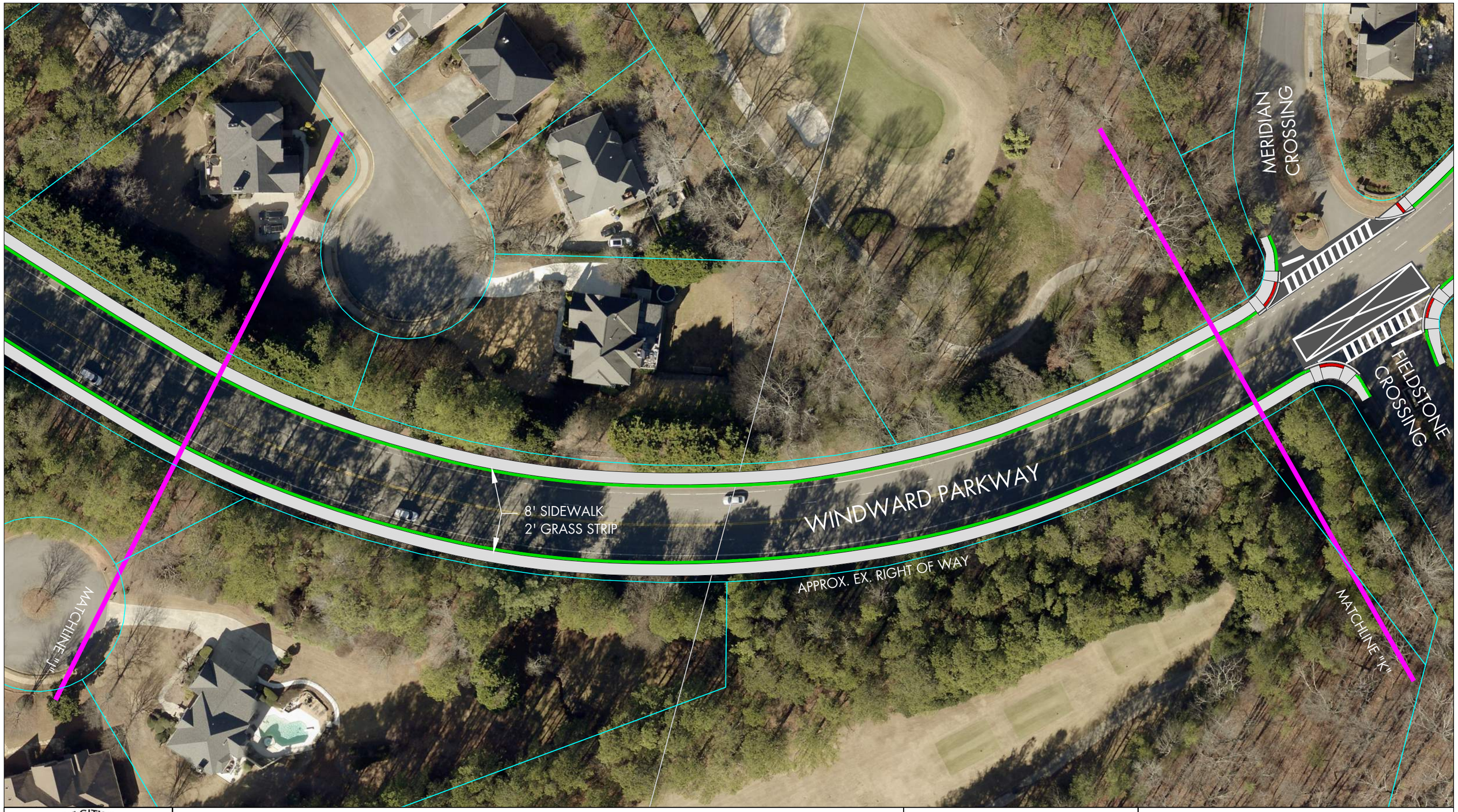
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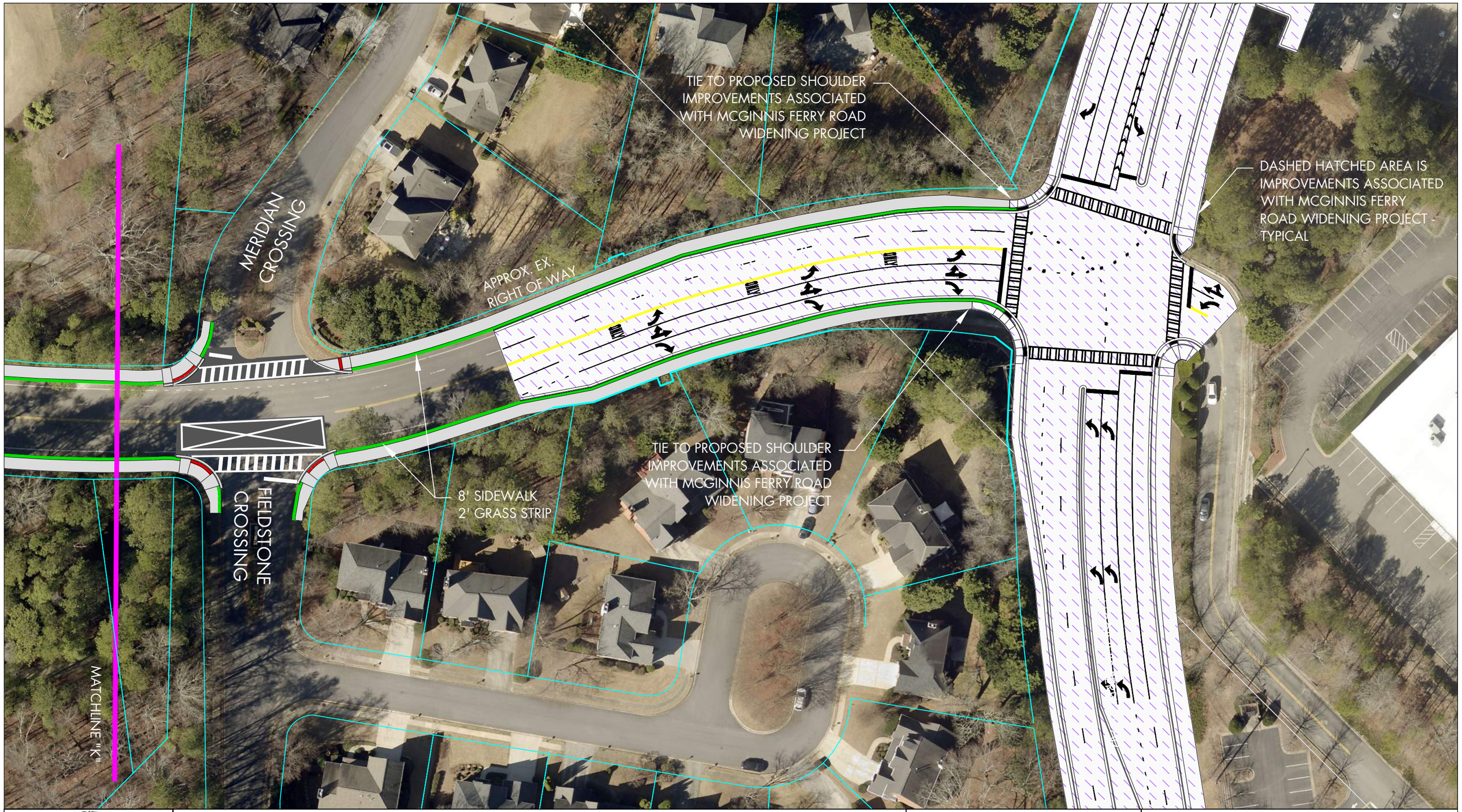
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SHEET 12 OF 12

JANUARY 7, 2026

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You Are Here

Alpha Loop

- Existing (6.7 Mi)
- Under Construction
- In Design
- Planned Route

4.7 Mi

- Big Creek Greenway
- Lakeview Trail
- Connection to Greenway
- Parking
- Restroom

N W E S

0 250 500 1,000 1,500 2,000

Feet