CITY COUNCIL MEETING & PUBLIC HEARING
MARCH 23, 2026

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. City Council Special Called Meeting Minutes (Meeting of 3/2/2026)
Consideration and approval of the City Council special called meeting minutes from the special called meeting of March 2, 2026.

B. City Council Meeting Minutes (Meeting of 3/2/2026)
Consideration and approval of the City Council meeting minutes from the meeting of March 2, 2026.

C. Ratification of Emergency Procurement Declaration: Encore Road Bridge
Consideration of approval of the ratification of an emergency procurement declaration in order to assess and repair apron damage to the Encore Road Bridge.

D. Ratification of New National Opioids Settlement - Six Remnant Defendants
Consideration and approval of the Mayor's ratification of opting in to the New National Opioids Settlement: Six Remnant Defendants by executing the Combined Subdivision Participation and Release Form.

E. Premises Use Agreement: Alpharetta Methodist Church and the City of Alpharetta
Consideration and approval of the Premises Use Agreement between the City of Alpharetta and Alpharetta Methodist Church located at 69 N. Main Street, permitting the use of the parking lot for Taste of Alpharetta 2026.

F. Premises Use Agreement: Alpharetta Methodist Church and the City of Alpharetta
Consideration and approval of the Premises Use Agreement between the City of Alpharetta and Alpharetta Methodist Church located at 69 N. Main Street, permitting the use of the parking lot for Wire & Wood 2026.

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

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

D. PH-26-06 Resolution: Alpharetta Annual Capital Improvement Element (CIE) Update
Consideration and approval of a resolution authorizing transmittal of the Annual CIE Update for Fiscal Year 2025 to the Atlanta Regional Commission as part of the City's Impact Fee Program.

E. The following items have been deferred or withdrawn and will not be considered during this meeting:

1. **MP-26-05/CLUP-26-03/Z-26-03/V-26-03 Empire Old Milton Pkwy/Camden Pond**
DEFERRED: This request has been deferred by the applicant to the May 18, 2026 City Council meeting and will not be considered at this meeting.
Consideration of a master plan amendment, comprehensive land use plan amendment, rezoning, and variance in order to construct 207 'For-Sale' townhomes on 29.2 acres. A master plan amendment is requested to the Camden Pond Master Plan to allow for the proposed change in development mix. A comprehensive land use plan amendment is requested from 'Professional Business Office' to 'High Density Residential' and a rezoning is requested from CUP (Community Unit Plan) to R-10M (Dwelling, 'For-Rent or 'For-Sale' Residential. A variance is requested to Unified Development Code (UDC) Subsection 2.2.9(D) to reduce the front setback from 35' to 25'. The property is located at 3842 Old Milton Parkway and is legally described as being located in Land Lots 2, 3, 44, 45 & 49, 1st District, 1st Section, Fulton County, Georgia.

2. **PH-26-04 Unified Development Code Text Amendments – Commercial Vehicles**
DEFERRED: This request has been deferred by Staff and will not be considered at this meeting.
Consideration of text amendments to Unified Development Code (UDC) Subsection 2.5.4(B) to amend the locational parking requirements for commercial vehicles in residential zoning districts.

3. **CLUP-25-05/Z-25-18/V-25-32 McKinley Homes/Morris Road**
DEFERRED: This request has been deferred by the applicant to the April 13, 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.

4. **MP-26-03/CLUP-26-01/Z-26-01/V-26-02 TPG Brookside West**
DEFERRED: This request has been deferred by the applicant and will not be considered at 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.

5. **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.

6. NEW BUSINESS

A. Purchase Approval for Managed Security Services Renewal
Consideration and approval of a managed security services renewal agreement through Verinext Corp., in the amount of $94,234.74, and with authorization for the Mayor to execute all necessary documents.

B. Contract and Purchase Approval: Webb Bridge Road Phase 3 Shrubs/Groundcover
Consideration and approval of the award of a contract and purchase approval to Russell Landscape for Webb Bridge Road Phase 3 Shrub/Groundcover planting in an amount not to exceed $104,261.33 for the purchase, installation, and watering of shrubs, groundcovers, and sod at the newly constructed Webb Bridge Road corridor improvements (Alpharetta High School to Greenway Access Point), and with authorization for the Mayor to execute all necessary documents.

C. Request For Proposal 26-111: Mid Broadwell Road Culvert and Sidewalk Construction
Consideration and approval of the award of RFP 26-111 to Summit Construction & Development for Mid Broadwell Road Culvert and Sidewalk Construction with a contract term of three hundred and thirty (330) calendar days, and with authorization for the Mayor to execute all necessary documents.

D. Request For Proposal 26-109: North Park Lighting Project with Land and Water Conservation Fund Grant Funding
Consideration and approval of the award of RFP 26-109: North Park Lighting Project with LWCF Grant Funding to PSG Energy Services, LLC in an amount totaling $739,809.41 for pole and light replacement on North Park rectangular fields 1-4, NMML field, and tennis/pickleball courts, and with authorization for the Mayor to execute all necessary documents.

E. Resolution: Condemnation of Parcel 5 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012030406 at 1285 Mid Broadwell Road, Alpharetta, GA 30004 (Parcel Owners: Eric Sean Abercrombie and Alisan Jeanine Abercrombie) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 5); estimated just and adequate compensation: $2,550.00 for 435.80 square feet of Temporary Construction Easement; and, One (1) Driveway Easement, and with authorization for the Mayor to execute all necessary documents.

F. Resolution: Condemnation of Parcel 6 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012030349 at 1325 Mid Broadwell Road, Alpharetta, GA 30009 (Parcel Owners: Wesley Burton McDaniel, Jr. and Judith M. McDaniel) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 6); estimated just and adequate compensation: $5,750.00 for 621.22 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; 5,714.79 square feet of Temporary Construction Easement; and One (1) Driveway Easement, and with authorization for the Mayor to execute all necessary documents.

G. Resolution: Condemnation of Parcel 8 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012021116 at 1066 Gramercy Lane, Alpharetta, GA 30004 (Parcel Owner: Gramercy Park Neighborhood Association, Inc.) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 8); estimated just and adequate compensation: $4,450.00 for 607.72 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; and, 1,518.91 square feet of Temporary Construction Easement, and with authorization for the Mayor to execute all necessary documents.

7. **PUBLIC COMMENT**

8. **REPORTS**

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

10. **ADJOURNMENT**

STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: March 23, 2026

AGENDA ITEM:

City Council Special Called Meeting Minutes (Meeting of 3/2/2026)
Consideration and approval of the City Council special called meeting minutes from the special called meeting of March 2, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the March 2, 2026 special called City Council Meeting at 5:30 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 special called meeting on March 2, 2026 at 5:30 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. 2026-03-02 SC Minutes__Final

City Council Special Called Meeting
MARCH 2, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

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

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

1. **CALL TO ORDER**
   - Mayor Pro Tem Merkel called the meeting to order at 5:30 p.m.
2. **ROLL CALL**
   - **Council Members**
     - Present:
       - Mayor Pro Tem Dan Merkel
       - T. Kirk Driskell
       - Katie Reeves
       - Douglas J. DeRito (arrived after the motion to enter into executive session)
       - Fergal M. Brady
     - **Present Virtually:**
       - Mayor Jim Gilvin (attended Executive Session virtually)
     - **Absent:**
       - John Hipes
   - **Staff**
     - Chris Lagerbloom, City Administrator
     - John Robison, Assistant City Administrator
     - Lauren Shapiro, City Clerk

- Grace Orehosky, Municipal Records Officer
- Adam Montgomery, Director of Information Technology
- Deanna McKay, Public Communication & Engagement Coordinator

3. **EXECUTIVE SESSION**

❖ Council Member Brady offered a motion to recess the meeting.

- Council Member Reeves seconded the motion.
- The motion was approved unanimously (4-0, as Council Member DeRito was not yet present).

- Mayor Pro Tem Merkel recessed the meeting at 5:31 p.m. for the purposes of real estate.

❖ Council Member Brady offered a motion to reconvene the meeting.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (5-0).

- Mayor Pro Tem Merkel reconvened the meeting at 6:34 p.m.

4. **ADJOURNMENT**

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

- Council Member Brady seconded the motion.
- The motion was approved unanimously (5-0).

- With there being no further items to consider or discuss, Mayor Pro Tem Merkel adjourned the meeting at 6:35 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: March 23, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 3/2/2026)
Consideration and approval of the City Council meeting minutes from the meeting of March 2, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the March 2, 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 March 2, 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. 2026-03-02 CC Minutes

City Council Meeting & Public Hearing
MARCH 2, 2026
UNOFFICIAL MINUTES
Office of the City Clerk

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

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1. **CALL TO ORDER**
   - Mayor Pro Tem Merkel called the meeting to order at 6:37 p.m.
2. **ROLL CALL**
   - **Council Members**
     - Present:
       - Mayor Pro Tem Dan Merkel
       - T. Kirk Driskell
       - Katie Reeves
       - Douglas J. DeRito
       - Fergal M. Brady
     - Absent:
       - Mayor Jim Gilvin
       - John Hipes
   - **Staff**
     - Chris Lagerbloom, City Administrator
     - John Robison, Assistant City Administrator
     - Molly Esswein, City Attorney
     - Lauren Shapiro, City Clerk

- Grace Orehosky, Municipal Records Officer
- Deanna McKay, Public Communication & Engagement Coordinator
- Adam Montgomery, Director of Information Technology
- Brad Denkinger, Fire Chief
- Cris Randall, Director of Human Resources
- 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, Chief of Police

3. **PLEDGE TO THE FLAG**

4. **PRESENTATIONS & PROCLAMATIONS**

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

- Morgan Rodgers welcomed Daniel Carlisle, the new Alpharetta High School Head Football Coach.

B. Proclamation: Arbor Day 2026

- Mayor Pro Tem Merkel presented a Proclamation celebrating Arbor Day 2026 to members of the Natural Resources Commission.

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.

PUBLIC COMMENTS:

- There were no public comments.

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

- Council Member Brady seconded the motion.

- The motion was approved unanimously (5-0).

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

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

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

- Staff recommends that Mayor and Council 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.

- 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.

- 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.
- 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.
- 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.
- 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 the only comment received was at the CZIM.
- The Community Zoning Information Meeting 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.
- 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.
- The applicant, Barry Dunlop, with Paradigm Engineering, came forward to present. He requested condition 4 be revised for both lots to have 50' set back. He requested condition 8 to be removed or revised to reflect the new site plan as of 3/2.

CITY COUNCIL DISCUSSION:

- Council Member Brady asked if staff's recommendation was still to preserve the Oak in the front.
- Council Member Reeves asked about the disruption to the tree canopy to an area that has already had lots of disruption.
- Council Member DeRito asked the applicant why he did not want to move forward with staff's recommendations.
- Council Member Brady asked why this issue has not been worked out with staff in the 3 months since it was first brought to Council.
- Council Member Reeves commented that the sweet gums are providing a buffer to the property behind Lot 1.
- Council Member Driskell asked about the topography and the grading that would be required if staff's recommendations were approved.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Brady offered a motion to approve Z-25-14/V-25-31 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.

- Council Member DeRito seconded the motion.
- Council Member Reeves offered that there's a valid rational for the request and would like to adjust the conditions.
- Council Member DeRito offered that if he were looking to invest in a house like this, he would love the oak tree and would incur the additional cost to replant the buffer of trees on the property line in the back.

- The motion was approved (4-1; with Council Member Reeves in opposition).

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 has been 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.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- 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.
- 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. 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.

- 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.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member DeRito offered a motion to approve the purchase 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.

- Council Member Reeves seconded the motion.
- The motion was approved unanimously (5-0).

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.

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

CITY COUNCIL DISCUSSION:

- Council Member DeRito asked which doors were part of the cost proposal.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Reeves offered a motion to approve Change Order Number 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.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (5-0).

8. WORK SESSION

- TSPLOST III PROJECT LIST

Discussion regarding the TSPLOST III Project List.

- Mayor Pro Tem Merkel reminded Council that these topics were briefly discussed at the City Council Retreat.
- Public Works Director, Pete Sewczwicz, presented for discussion the Tier list created by Public Works, and requested that Council to suggest any additions and/or removals. The deadline to submit the TSPLOST III project list to the County is May 31, 2026. TSPLOST III will be on the ballot in November 2026. Tier I is 85% of the funds, Tier II is 15% of the funds, and Tier III is an additional 15% for a total of 115%. Fulton County predicts Alpharetta's portion of TSPLOST III will be $71M.
- 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

CITY COUNCIL DISCUSSION:

- Council Member Reeves asked about a Brookside Parkway Lane Diet.
  - Director Sewczwicz responded that a Lane Diet was included in the Master Plan that was adopted by Council in 2024 to remove a vehicle lane and add a bike lane, 10'-12' wide sidewalks, beautification/streetscape, trees, artwork, and connection to the park.
  - Council Member Reeves asked if this is the area that would connect to the Greenway.
  - Director Sewczwicz responded that it could potentially connect.
- Council Member DeRito asked about the Tiers from previous TSPLOSTs and if Tier III was ever reached.
  - Director Sewczwicz responded that Tier III was reached in TSPLOST I.

- Council Member DeRito commented that he's asking because Kimbal Bridge Sidewalk – the section between Northwinds and Westside – is of interest to him.
- Director Sewczwicz responded that the Kimball Bridge Sidewalk project listed under Tier III is from Waters Road to City Limits, which is the other side of Kimball Bridge Road. Kimball Bridge Sidewalk from Northwinds to Westside is listed under "Other Projects" as Kimball Bridge Road Widening. It is not included in the suggested Tier list because it is $12M, which exceeds Tier III value.
- Council Member DeRito commented that this project would complete Kimball Bridge Road improvements. The area near the Public Safety building is a dangerous area because of a lack of lighting and sidewalk. Council Member DeRito suggested that funds could be taken from City-wide Maintenance to help fund that project.
- Director Sewczwicz responded that they could look at adding a sidewalk on the north side of Kimball Bridge Road to the list.
- Council Member DeRito asked why Kimball Bridge Road improvements would not be considered a priority.
- Director Sewczwicz responded that it wasn't included because it exceeded the Tier II and III amounts, but funds for Maintenance could be decreased and that project added in. When the costs for design and construction are looked at, the cost for just completing the sidewalk could be compared to the cost for the whole roadway construction.

- Council Member Reeves offered that regardless of the Tier, the City needs to present the projects in a tangible way for the voters so they can recognize where the funds will be spent. Council Member Reeves further commented that she would like to discuss the area of the Greenway by the YMCA, Mount Adams, and the School System property where there is a path behind Creek View Elementary that connects to the Greenway.
- Council Member Driskell asked about other CID projects that were evaluated.

- Director Sewczwicz responded that the CID is along Westside Parkway, but they are not yet looking at Brookside Parkway. Hembree Road is on their Blueprint 3.0, and is one of the projects they identified through their planning process.

9. **PUBLIC COMMENT**

- Kathleen Cherry (3331 Sundew Court, Alpharetta, GA 30005) with the Community Collaborative of North Fulton, spoke on the City's emergency weather response plan and the group's desire to work with the City in the future.

10. **REPORTS**

- DeRito spoke about the current conflict in Iran and offered thanks to the service members for their sacrifice.

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

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

- Council Member Brady seconded the motion.
- The motion was approved unanimously (5-0).

- Mayor Pro Tem Merkel recessed the meeting at 7:47 p.m. for the purposes of litigation and real estate.

❖ Council Member Brady offered a motion to reconvene the meeting.

- Council Member Driskell seconded the motion.
- The motion was approved unanimously (5-0).

- Mayor Pro Tem Merkel reconvened the meeting at 8:04 p.m.

12. **ADJOURNMENT**

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

- Council Member Driskell seconded the motion.
- The motion was approved unanimously (5-0).

- With there being no further items to consider or discuss, Mayor Pro Tem Merkel adjourned the meeting at 8:04 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: March 23, 2026

AGENDA ITEM:

Ratification of Emergency Procurement Declaration: Encore Road Bridge
Consideration of approval of the ratification of an emergency procurement declaration in order to assess and repair apron damage to the Encore Road Bridge.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda the ratification of an emergency procurement declaration in order to assess and repair the Encore Road Bridge.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $328,790.38
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City Code allows for the City Administration to make an emergency procurement declaration that will allow for exceptions to the typical competitive requirements of municipal purchasing. If and when this action is ratified, city staff will seek your approval of purchase orders totaling $328,790.38.

On February 8, 2006, Encore Parkway settled adjacent to the bridge over GA 400 forcing the road to close. Due to the significance of Encore Parkway to the area, the typical formal procurement process needed to be bypassed. This decision resulted in saving considerable time.

CW Matthews constructed Encore Parkway approximately 10 years ago, and they were solicited to make the necessary repairs due to their familiarity with the project. Bowman was contracted to perform the engineering professional services consisting of field inspections and repair recommendations due to their proximity to the site (Alpharetta Company) and their familiarity with Georgia Department of Transportation's (GDOT) bridge specifications.

The specific repair consisted of raising the concrete apron adjacent to the bridge, removing and replacing the sidewalk, and reconstructing the pavement rest to support the apron to the bridge. CW Matthews completed the work in 2 weeks, and Bowman submitted the necessary paperwork to GDOT documenting what repairs were made and how they were made. The work associated with the Encore Parkway repairs will be funded through the contingency line item in the General Fund.

ALTERNATIVES:

ATTACHMENTS:

1. 20062001001_INV_549571
2. 3312- Encore Parkway Emergency Approach Slab Repair

Bowman

PLEASE REMIT PAYMENT VIA:

Mail: PO Box 748548, Atlanta, GA 30374
ACH: ABA Routing No: 051000017
WIRE: ABA Routing No: 026009593
A/C: 435029053069
Fed ID: 54-1762351
Pay Online: bowman.com/paynow/

City of Alpharetta
Attn: Accounts Payable
1790 Hembree Road
Alpharetta, GA 30009

March 11, 2026
Project No: 200620-01-001
Invoice No: 549571

Project 200620-01-001 Encore Parkway Bridge Repairs, Alpharetta, GA

Task 00001 Site Visits

Hourly

		Hours	Rate	Amount
Department Executive				
Becknell, Lawrence	2/17/2026	3.00	280.00	840.00
Site Visit				
Dang, Vuong	2/8/2026	3.00	280.00	840.00
Visited the Encore Parkway to assess bridge damages due to leaking irrigation waterline.				
Dang, Vuong	2/9/2026	6.00	280.00	1,680.00
Inspected CWM and B&D cutting coring holes at bridge approach slabs and side to assess damages.				
Dang, Vuong	2/10/2026	5.00	280.00	1,400.00
Inspected CWM crew patched holes from investigative activities previously and installing wooden forms in preparation for grout injection.				
Dang, Vuong	2/11/2026	6.00	280.00	1,680.00
Inspected Jensen grout injection operation				
Dang, Vuong	2/12/2026	5.00	280.00	1,400.00
Inspected CWM and B&D cutting and chipping damaged approach slab.				
Dang, Vuong	2/13/2026	5.00	280.00	1,400.00
Inspected CWM forming up and pouring pavement rest.				
Owens, Christopher	2/8/2026	4.00	280.00	1,120.00
Site visit to assess bridge condition				
Owens, Christopher	2/9/2026	2.00	280.00	560.00
Site Visit - Meet with CWM				
Owens, Christopher	2/10/2026	2.00	280.00	560.00
Site Visit to review progress				
Owens, Christopher	2/11/2026	2.00	280.00	560.00
Site Visit to review CWM Progress				
Owens, Christopher	2/12/2026	2.00	280.00	560.00
Site Visit to review CWM ProgressDiscuss rebar in pavement rest and injection strategy to lift pavements				
Owens, Christopher	2/13/2026	2.00	280.00	560.00
Site visit to assess effectiveness of injection lifting				
Owens, Christopher	2/16/2026	2.00	280.00	560.00
Bridge Repair - coordination with CWM and City				

Owens, Christopher	2/17/2026	1.50	280.00	420.00	
Visit to review water issue					
Owens, Christopher	2/18/2026	2.00	280.00	560.00	
Bridge Repair - coordination with CWM and City					
Owens, Christopher	2/19/2026	2.50	280.00	700.00	
Bridge Median Drainage Issue					
Owens, Christopher	2/20/2026	2.00	280.00	560.00	
Bridge repair review					
Owens, Christopher	2/23/2026	1.00	280.00	280.00	
GDOT Info Request					
Owens, Christopher	2/27/2026	1.00	280.00	280.00	
GDOT Info Request					
Construction Inspector					
Simmons, Kim	2/11/2026	6.00	124.00	744.00	
Bridge repairs site observation.					
Simmons, Kim	2/13/2026	2.00	124.00	248.00	
Bridge repairs site observation.					
Simmons, Kim	2/14/2026	5.00	124.00	620.00	
Bridge repair site observation.					
Totals		72.00		18,132.00	
					18,132.00
				Task Sub Total	**$18,132.00**

Task 00002 Peer Review of Contractor Work Plans, Schedules and Details

Hourly

		Hours	**Rate**	**Amount**	
Department Executive					
Dang, Vuong	2/10/2026	1.00	280.00	280.00	
Reviewed CWM bridge repair plans and schedule.					
Dang, Vuong	2/11/2026	.50	280.00	140.00	
Reviewed CWM bridge approach slab repair plans					
Dang, Vuong	2/12/2026	.50	280.00	140.00	
Reviewed CWM additional repair recommendations					
Owens, Christopher	3/6/2026	2.00	280.00	560.00	
Review CWM InvoiceReview report to GDOT Bridge Office					
Administrative Professional					
Rodriguez-Fradley, Marlene	2/24/2026	1.00	100.00	100.00	
sub work coordination 2mNext & Russell Landscaping					
Totals		5.00		1,220.00	
					1,220.00
				Task Sub Total	**$1,220.00**

Task 00003 Site Observation Visits with Daily Reports

Hourly

		Hours	**Rate**	**Amount**
Department Executive				
Dang, Vuong	2/16/2026	6.00	280.00	1,680.00

	Inspected CWM repairing planter box, and working on bridge joint.				
Dang, Vuong	2/17/2026	6.00	280.00	1,680.00	
	Inspected CWM removing sidewalk and pavers				
Dang, Vuong	2/18/2026	6.00	280.00	1,680.00	
	Inspected CWM forming up sidewalk for concrete placement. Inspected Russell Landscape opening zones to find water leaks.				
Dang, Vuong	2/19/2026	6.00	280.00	1,680.00	
	Inspected CWM placed sidewalk concrete. Inspected Russell repair of irrigation elbow.				
Dang, Vuong	2/20/2026	6.00	280.00	1,680.00	
	Inspected sidewalk expansion joint material installation. Prepared for traffic opening.				
Dang, Vuong	2/23/2026	2.00	280.00	560.00	
	Created narrative of Encore Pkwy bridge repairs to submit per GDOT request.				
	Totals	32.00		8,960.00	
					8,960.00
				Task Sub Total	**$8,960.00**

Task 00004 Emergency Concrete Testing

Fee 5,000.00

% Complete	100.00	Total Earned	5,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	5,000.00
			5,000.00
		Task Sub Total	**$5,000.00**

Task 00005 Irrigation Repairs - Sub - Russell Landscape

Fee 750.00

% Complete	100.00	Total Earned	750.00
		Previous Fee Billing	0.00
		Current Fee Billing	750.00
			750.00
		Task Sub Total	**$750.00**

CURRENT INVOICE TOTAL..... $34,062.00

Project Manager: Vuong Dang

Materials Managers & Engineers, Inc.
3715 Northside Pkwy NW Bldg 300 Ste 200
Atlanta, GA 30327

Bowman
10475 Medlock Bridge Rd
Suite 520
Johns Creek, GA 30097

February 25, 2026
Project No: 01666.00
Invoice No: 0002458

Client Reference **Bowman Project #: 200620-01-001**
Task #: 00004

Project 01666.00 Encore Pkwy Bridge Repairs

Professional Services from February 12, 2026 to February 25, 2026

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Emergency Repairs Encore Bridge	5,000.00	100.00	5,000.00	0.00	5,000.00
Total Fee	5,000.00		5,000.00	0.00	5,000.00
	Total Fee				**5,000.00**
				Total this Invoice	**$5,000.00**

If you have any questions regarding this invoice, please contact Trina Talley at ttalley@2mnext.com and cc: accounting@2mnext.com or call her at 470-547-2660. Payment Terms Net 30 Days.

Remittance Address:
Materials Managers and Engineers, Inc.
3715 Northside Parkway NW. Bldg. 300 Ste. 200, Atlanta, GA 30327

RUSSELL LANDSCAPE

Proposal 50-20-7

Contract Number: 50-0314-00

Date: February 18, 2026

Job Name: City Alpharetta

Job Address: 115 Rocky Creek Trail
Woodstock GA 30188

Contact:

SCOPE OF WORK

Do not Exceed 750.00 SR 400 Repairs for Encore Parkway Budget to repair a 1.5" mainline on within the planter on the Encore Parkway bridge over 400. Upon repair continue assessment of the remaining zones in the irrigation system and make any additional repairs necessary.

DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL
Not To Exceed $750 Irrigation Allowance:	HRS	1	$750.00	

SCOPE OF WORK

Do not Exceed 750.00 SR 400 Repairs for Encore Parkway Budget to repair a 1.5" mainline on within the planter on the Encore Parkway bridge over 400. Upon repair continue assessment of the remaining zones in the irrigation system and make any additional repairs necessary.

DESCRIPTION	SIZE	QTY	UNIT PRICE	TOTAL

PRICE LISTED IS VALID FOR 30 DAYS FROM DATE ISSUED	TOTAL COST: $750.00

C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520
FAX (770) 422-1068

February 27, 2026

Pete Sewczwicz
Director of Public Works
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Project: Encore Parkway Emergency Approach Slab Repair
CWM Job #3312
Subject: CWM PI: 3312 Encore Parkway Emergency Approach Slab Repair

Dear Mr. Sewczwicz,

C.W. Matthews is pleased to present the total cost of work for the emergency approach slab repair on Encore Parkway in Alpharetta. Please see the description below of completed work and attached Cost Summary.

At Bent 3 (Eastbound and Westbound), voids beneath the bridge abutments, approach slabs, planter boxes, and sidewalks were filled with areas lifted as necessary to restore support. Portions of the Eastbound approach slab and bridge paving rest were removed and replaced in accordance with the approved repair plan. Spalls at the Westbound bridge/approach slab joint were repaired per Georgia Department of Transportation (GDOT) standard details. New bridge joint material was installed at both locations in accordance with the original bridge plans. Damaged concrete hardscape, including slope paving between the abutments and MSE wall coping, was repaired. A section of sidewalk at Bent 3 Eastbound was removed and replaced to provide a smooth transition. The irrigation system was investigated and repaired in coordination with the City.

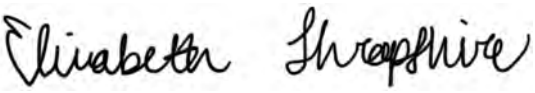
At Bent 1 (Eastbound and Westbound), voids beneath the bridge abutments, approach slabs, planter boxes, and sidewalks were filled, and the slope paving between the abutment and MSE wall coping was repaired.

All work was completed in accordance with applicable GDOT standards and approved repair details.

DESCRIPTION		COST
CWM LABOR (INCL. G/A)	$	81,791.67
CWM EQUIPMENT	$	8,514.63
SUBCONTRACTOR	$	126,860.00
MATERIAL	$	27,054.47
SUBTOTAL	$	244,220.78
OVERHEAD	$	18,382.21
PROFIT	$	29,178.11
BOND	$	2,947.28
TOTAL	$	294,728.38

Should you have any questions or require additional information, please contact me at your convenience.

With kindest regards, we are
C. W. Matthews Contracting Co.



Elizabeth Shropshire
Project Engineer

Cc: Adam Grist (CWM), Max Keeton (CWM), Kyle Fowler (CWM), Job File 3312

C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970
MARIETTA, GEORGIA 30061
TELEPHONE (770) 422-7520
FAX (770) 422-1068

February 27, 2026

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Pete Sewczwicz
Director of Public Works

APPLICATION FOR PAYMENT

CWM Invoice No.:	**9999-05.3312**
Project:	**Encore Parkway Approach Slab Emergency Repair**
Location:	**Fulton County**
Period:	**2/08/2026-2/20/2026**

Original Contract Amount:	$	294,728.38
Approved C.O.'s & S.A.'s:	$	-
Current Contract Amount:		
Total Earned To Date:	$	294,728.38
Less Previous Payments:	$	-
Total Amount Due:	**$**	**294,728.38**

I hereby certify that this estimate and the amounts are correct, due and unpaid; and that the materials used and work performed are in accordance with the contract.

BY:	Elizabeth Shropshire
TITLE:	Structures Division Project Engineer
SIGNATURE:	Elizabeth Shropshire

C.W. Matthews CONTRACTING CO.
GETTING THE SOUTHEAST HOME

2/27/2026

Encore Parkway
Emergency Approach Slab Repair
2/08/2026 - 2/20/2026
COST SUMMARY

DESCRIPTION		COST
CWM LABOR (INCL. G/A)	$	81,791.67
CWM EQUIPMENT	$	8,514.63
SUBCONTRACTOR	$	126,860.00
MATERIAL	$	27,054.47
SUBTOTAL	$	244,220.78
OVERHEAD	$	18,382.21
PROFIT	$	29,178.11
BOND	$	2,947.28
TOTAL	$	294,728.38

DESCRIPTION OF WORK:

At Bent 3 (Eastbound and Westbound), voids beneath the bridge abutments, approach slabs, planter boxes, and sidewalks were filled with areas lifted as necessary to restore support. Portions of the Eastbound approach slab and bridge paving rest were removed and replaced in accordance with the approved repair plan. Spalls at the Westbound bridge/approach slab joint were repaired per Georgia Department of Transportation (GDOT) standard details. New bridge joint material was installed at both locations in accordance with the original bridge plans. Damaged concrete hardscape, including slope paving between the abutments and MSE wall coping, was repaired. A section of sidewalk at Bent 3 Eastbound was removed and replaced to provide a smooth transition. The irrigation system was investigated and repaired in coordination with the City.

At Bent 1 (Eastbound and Westbound), voids beneath the bridge abutments, approach slabs, planter boxes, and sidewalks were filled, and the slope paving between the abutment and MSE wall coping was repaired.

All work was completed in accordance with applicable GDOT standards and approved repair details.

C. W. MATTHEWS CONTRACTING COMPANY
DRAWER 970
MARIETTA, GEORGIA 30061
TELEPHONE (770) 422-7520
FAX (770) 422-1068

Equipment/ Subcontractor/ Material Cost Breakdown

EQUIPMENT					
DATE	DESCRIPTION	CWM EQUIP #	Total Hours	Unit Rate	Total Cost
2/8/2026	2025 Ford F150	P-4455	2	$ 11.00	$ 22.00
2/8/2026	2023 Ford F150	P-3977	2	$ 11.00	$ 22.00
2/8/2026	2023 Ford F150	P-3906	8	$ 11.00	$ 88.00
2/8/2026	2024 Ford F150	P-4293	1	$ 11.00	$ 11.00
2/8/2026	2023 Ford F150	A70278	2	$ 11.00	$ 22.00
2/10/2026	2025 Ford 350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/10/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/10/2026	2023 Ford F150	P-3906	5	$ 11.00	$ 55.00
2/11/2026	2025 Ford 350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/11/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/11/2026	2025 Ford F150	P-4455	2	$ 11.00	$ 22.00
2/11/2026	2023 Ford F150	P-3977	2	$ 11.00	$ 22.00
2/11/2026	2023 Ford F150	P-3906	8	$ 11.00	$ 88.00
2/11/2026	2024 Ford F150	P-4293	1	$ 11.00	$ 11.00
2/12/2026	2024 Kenworth Flatbed	M26904	5	$ 60.00	$ 300.00
2/12/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/12/2026	2023 Ford F150	P-3906	5	$ 11.00	$ 55.00
2/13/2026	2025 Ford 350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/13/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/13/2026	2024 Kenworth Flatbed	M26904	8	$ 60.00	$ 480.00
2/13/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/13/2026	2025 Ford F150	P-4455	2	$ 11.00	$ 22.00
2/13/2026	2023 Ford F150	P-3977	2	$ 11.00	$ 22.00
2/13/2026	2023 Ford F150	P-3906	8	$ 11.00	$ 88.00
2/13/2026	2024 Ford F150	P-4293	1	$ 11.00	$ 11.00
2/14/2026	2025 Ford 350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/14/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/14/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/14/2026	2023 Ford F150	P-3906	5	$ 11.00	$ 55.00
2/16/2026	2025 Ford F350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/16/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/16/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/16/2026	2025 Ford F150	P-4455	2	$ 11.00	$ 22.00
2/16/2026	2023 Ford F150	P-3977	2	$ 11.00	$ 22.00
2/16/2026	2023 Ford F150	P-3906	8	$ 11.00	$ 88.00
2/16/2026	2024 Ford F150	P-4293	1	$ 11.00	$ 11.00
2/17/2026	2025 Ford F350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/17/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/17/2026	2025 Ford F250	J62275	5	$ 11.00	$ 55.00
2/17/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/17/2026	2023 Ford F150	P-3906	5	$ 11.00	$ 55.00
2/18/2026	2025 Ford F350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/18/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/18/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/18/2026	2025 Ford F150	P-4455	2	$ 11.00	$ 22.00
2/18/2026	2023 Ford F150	P-3977	2	$ 11.00	$ 22.00
2/18/2026	2023 Ford F150	P-3906	8	$ 11.00	$ 88.00
2/18/2026	2024 Ford F150	P-4293	1	$ 11.00	$ 11.00
2/19/2026	2016 Ford Flatbed	FB-343	2	$ 60.00	$ 120.00
2/19/2026	2025 Ford 350 LR Pass Van	H55102	3	$ 12.00	$ 36.00
2/19/2026	2019 Ford F250	A55102	10	$ 11.00	$ 110.00
2/19/2026	2024 Ford F250	T30020	10	$ 11.00	$ 110.00
2/19/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00
2/19/2026	2023 Ford F150	P-3906	5	$ 11.00	$ 55.00
2/20/2026	2024 Ford F250 UFB	D44588	4	$ 20.00	$ 80.00
2/20/2026	2025 Ford F250 UFB	D44589	4	$ 20.00	$ 80.00
2/20/2026	2024 Ford F550	Q70278	7	$ 25.00	$ 175.00
2/20/2026	2024 Ford F250	L86905	10	$ 11.00	$ 110.00

Rented Equipment

VENDOR	DESCRIPTION	QTY	UOM	UNIT$	TAX	TOTAL
Herc Rentals	Mini-Excavator	1	WK	$ 1,795.00	$ 139.11	$ 1,934.11
	Attachment	1	WK	$ 1,350.00	$ 104.63	$ 1,454.63
	Refuel Service Fee	8	EA	$ 8.50	$ 5.27	$ 73.27
	Delivery	1	EA	$ 550.00	$ 42.63	$ 592.63
					EQUIPMENT TOTAL	$ 8,514.63

SUBCONTRACTOR

SUBCONTRACTOR	DESCRIPTION	QTY	UOM	UNIT $	TOTAL
CYMCO 7	Tie & Place Rebar	1	LS	$ 2,600.00	$ 2,600.00
B&D	Total Work Completed	1	LS	$ 18,500.00	$ 18,500.00
Jenson	Total Work Completed	1	LS	$ 105,760.00	$ 105,760.00
				TOTAL	$ 126,860.00

MATERIALS

VENDOR	DESCRIPTION	QTY	UOM	UNIT $	TAX	TOTAL
Highway Materials	Repcon 928	20	50 LB	$ 40.00	$ 62.00	$ 862.00
Home Depot	Pea Pebbles	10		$ 5.74	$ 4.45	$ 61.85
	Anvil 5x24 Professional Mixer	2		$ 24.98	$ 3.87	$ 53.83
	Great Stuff	4	12 oz	$ 4.48	$ 1.39	$ 19.31
	Point Trowel 6x 2 3/4"	1	EA	$ 19.97	$ 1.55	$ 21.52
	Steel Edger 6 x 3"	1	EA	$ 16.97	$ 1.32	$ 18.29
	5 Gal Homer Bucket	6	EA	$ 3.98	$ 1.85	$ 25.73
	Sledge Hammer	1	EA	$ 31.34	$ 2.43	$ 33.77
	Dublex Bucket	1	EA	$ 88.46	$ 6.86	$ 95.32
	Pea Pebbles	50	EA	$ 5.74	$ 22.24	$ 309.24
Highway Materials	Repcon 928	120	50 LB	$ 40.00	$ 372.00	$ 5,172.00
	2" Upper Dslab Bolster	60	EA	$ 4.50	$ 20.93	$ 290.93
	4" CHCU Continuous Upper High Chair	40	EA	$ 6.00	$ 18.60	$ 258.60
	Concrete Block	30	EA	$ 0.97	$ 2.26	$ 31.36
	6 MIL Clear Poly 20 x 100	1	EA	$ 120.00	$ 9.30	$ 129.30
	DOT TYP 2 Epoxy 2 Gal Unit	1	EA	$ 203.00	$ 15.73	$ 218.73
	4" Paint Brush	6	EA	$ 4.50	$ 2.09	$ 29.09
	Nomaflex 1" x 48" x 10' Expansion Sheets	2	EA	$ 105.00	$ 16.28	$ 226.28
	30LB Felt 36" x 72'	1	EA	$ 35.00	$ 2.71	$ 37.71
	3 1/2 LB Tie Wire 16 GA Roll	20	EA	$ 6.00	$ 9.30	$ 129.30
Home Depot	27 LB Demolition Hammer	1	RENT	$ 97.75	$ 6.59	$ 104.34
	5" Expansion Joint	20	EA	$ 3.78	$ 5.86	$ 81.46
	Breaker Rental	1	EA	$ 495.65	$ 33.40	$ 529.05
	Breaker Rental	1	EA	$ 89.70	$ 6.05	$ 95.75
	27 LB Demolition Hammer	1	RENT	$ 380.65	$ 25.65	$ 406.30
White Cap	Washout Bag	5	EA	$ 72.99	$ 21.90	$ 386.85
Quikcrete	GDOT 24 HR	9	CY	$ 195.00	$ 122.85	$ 1,877.85
	Environmental Fee	1	CY	$ 9.00	$ 0.63	$ 9.63
	Fuel Fee	1	CY	$ 9.00	$ 0.63	$ 9.63
	GDOT 24 HR	7	CY	$ 195.00	$ 95.55	$ 1,460.55
	Environmental Fee	1	CY	$ 7.00	$ 0.49	$ 7.49
	Fuel Fee	1	CY	$ 7.00	$ 0.49	$ 7.49
	FFill	8	CY	$ 132.00	$ 73.92	$ 1,129.92
	Environmental Fee	1	CY	$ 8.00	$ 0.56	$ 8.56
	Fuel Fee	1	CY	$ 8.00	$ 0.56	$ 8.56
Home Depot	Framing CSB	1	Pack	$ 26.97	$ 2.09	$ 29.06
	Weathershield	6	EA	$ 11.68	$ 5.43	$ 75.51
True Loo	Regular Portable Sanitation Service	1	RENT	$ 189.00	$ -	$ 189.00
Brundage Bone	Concrete Pump- Hourly charge	5	HR	$ 155.00		$ 775.00
	Job Volume Charge	8	CY	$ 3.00	$ -	$ 24.00
	Travel Charge	1.5	EA	$ 155.00	$ -	$ 232.50
	Primer Service	2	EA	$ 35.00	$ -	$ 70.00
	Washout Bag	1	EA	$ 120.00	$ -	$ 120.00
	Fuel Subcharge	1	EA	$ 120.93	$ -	$ 120.93
Highway Materials	Tex-Cote 300 (5Gal Pail)	1	EA	$ 185.00	$ 14.80	$ 199.80
	9" Roller Cover	2	EA	$ 4.00	$ 0.64	$ 8.64

	9" HD Roller Frame	2	EA	$ 7.00	$ 1.12	$	15.12
Anasteel	Rebar	44.9914	CWT	$ 85.00	$ 305.94	$	4,130.21
Quikrete	GDOT 24 HR	18	CY	$ 195.00	$ 245.70	$	3,755.70
	Environmental Fee	2	EA	$ 9.00	$ 1.26	$	19.26
	Fuel Fee	2	EA	$ 9.00	$ 1.26	$	19.26
Brundage Bone	Concrete Pump- Hourly charge	5	HR	$ 155.00	$ -	$	775.00
	Job Volume Charge	8	CY	$ 3.00	$ -	$	24.00
	Travel Charge	1.5	EA	$ 155.00	$ -	$	232.50
	Primer Service	2	EA	$ 35.00	$ -	$	70.00
	Washout Bag	1	EA	$ 120.00	$ -	$	120.00
	Fuel Subcharge	1	EA	$ 120.93	$ -	$	120.93
Quikrete	FFill	8	CY	$ 132.00	$ 73.92	$	1,129.92
	Environmental Fee	1	EA	$ 8.00	$ 0.56	$	8.56
	Fuel Fee	1	EA	$ 8.00	$ 0.56	$	8.56
Quikrete	CLAA	3	CY	$ 162.00	$ 34.02	$	520.02
	Environmental Fee	1	EA	$ 3.00	$ 0.21	$	3.21
	Fuel Fee	1	EA	$ 3.00	$ 0.21	$	3.21
	M15	1	EA	$ 100.00	$ 7.00	$	107.00
					TOTAL	$	27,054.47

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Labor Cost Breakdown

Division 5 Labor								
DATE	CLASSIFICATION	EMPLOYEE #/ NAME	PAY RATE	HOURS	UNIT COST	TOTAL LABOR COST	TOTAL G/A COST	TOTAL COST
2/8/26	CWM/GS	34308/Fowler	ST	2	$ 75.00	$ 150.00	$ 112.50	$ 262.50
2/8/26	CWM/VP	38265/Grist	ST	2	$ 91.50	$ 183.00	$ 137.25	$ 320.25
2/8/26	CWM/SSP	11960/Aponik	ST	8	$ 67.00	$ 536.00	$ 402.00	$ 938.00
2/8/26	CWM/EN	78596/Shropshire	ST	1	$ 60.00	$ 60.00	$ 45.00	$ 105.00
2/8/26	CWM/FOT	70278/Ramsey	ST	4	$ 24.50	$ 98.00	$ 73.50	$ 171.50
2/8/26	CWM/LB	55741/Marshall	ST	6	$ 20.75	$ 124.50	$ 93.38	$ 217.88
2/8/26	CWM/TCL	58218/McCoy	ST	6	$ 19.00	$ 114.00	$ 85.50	$ 199.50
2/8/26	CWM/SSP	11960/Aponik	ST	8	$ 67.00	$ 536.00	$ 402.00	$ 938.00
2/10/26	CWM/CP	11472/Alvarez Mach	ST	9.5	$ 26.50	$ 251.75	$ 188.81	$ 440.56
2/10/26	CWM/CP	22195/Charco	ST	9.5	$ 26.25	$ 249.38	$ 187.03	$ 436.41
2/10/26	CWM/CP	23627/Cody	ST	9.5	$ 26.25	$ 249.38	$ 187.03	$ 436.41
2/10/26	CWM/CP	34011/Flores	ST	9.5	$ 26.50	$ 251.75	$ 188.81	$ 440.56
2/10/26	CWM/CP	64575/Ortiz Malave	ST	9.5	$ 26.50	$ 251.75	$ 188.81	$ 440.56
2/10/26	CWM/CP	67284/Perez	ST	11	$ 25.75	$ 283.25	$ 212.44	$ 495.69
2/10/26	CWM/CP	71266/Reyes	ST	11	$ 28.00	$ 308.00	$ 231.00	$ 539.00
2/10/26	CWM/CR	85581/Urapo Camp	ST	9.5	$ 36.75	$ 349.13	$ 261.84	$ 610.97
2/10/26	CWM/FOR	55102/Maleno Cam	ST	9.5	$ 29.82	$ 283.29	$ 212.47	$ 495.76
2/10/26	CWM/GS	34308/Fowler	ST	2	$ 75.00	$ 150.00	$ 112.50	$ 262.50
2/10/26	CWM/VP	38265/Grist	ST	2	$ 91.50	$ 183.00	$ 137.25	$ 320.25
2/10/26	CWM/SSP	11960/Aponik	ST	8	$ 67.00	$ 536.00	$ 402.00	$ 938.00
2/10/26	CWM/EN	78596/Shropshire	ST	1	$ 60.00	$ 60.00	$ 45.00	$ 105.00
2/11/26	CWM/CP	11472/Alvarez Mach	ST	11	$ 26.50	$ 291.50	$ 218.63	$ 510.13
2/11/26	CWM/CP	22195/Charco	ST	11	$ 26.25	$ 288.75	$ 216.56	$ 505.31
2/11/26	CWM/CP	23627/Cody	ST	11	$ 26.25	$ 288.75	$ 216.56	$ 505.31
2/11/26	CWM/CP	34011/Flores	ST	11	$ 26.50	$ 291.50	$ 218.63	$ 510.13
2/11/26	CWM/CP	64575/Ortiz Malave	ST	11	$ 26.50	$ 291.50	$ 218.63	$ 510.13
2/11/26	CWM/CP	67284/Perez	ST	12.5	$ 25.75	$ 321.88	$ 241.41	$ 563.28
2/11/26	CWM/CP	71266/Reyes	ST	12.5	$ 28.00	$ 350.00	$ 262.50	$ 612.50
2/11/26	CWM/CR	85581/Urapo Camp	ST	11	$ 36.75	$ 404.25	$ 303.19	$ 707.44
2/11/26	CWM/FOR	55102/Maleno Cam	ST	11	$ 29.82	$ 328.02	$ 246.02	$ 574.04
2/11/26	CWM/SSP	11960/Aponik	ST	8	$ 67.00	$ 536.00	$ 402.00	$ 938.00
2/12/26	CWM/CP	36495/Glenn	ST	9.5	$ 28.00	$ 266.00	$ 199.50	$ 465.50
2/12/26	CWM/CP	71198/Renovato Or	ST	9.5	$ 28.00	$ 266.00	$ 199.50	$ 465.50
2/12/26	CWM/CR	87948/Ward	ST	9.5	$ 30.75	$ 292.13	$ 219.09	$ 511.22
2/12/26	CWM/FS	13698/Bayona	ST	10	$ 26.50	$ 265.00	$ 198.75	$ 463.75
2/12/26	CWM/FS	70002/Ramirez	ST	10	$ 24.00	$ 240.00	$ 180.00	$ 420.00
2/12/26	CWM/FS	70002/Ramirez	OT	0.5	$ 36.00	$ 18.00	$ 13.50	$ 31.50
2/12/26	CWM/FS	11397/Allen	ST	9.5	$ 25.00	$ 237.50	$ 178.13	$ 415.63
2/12/26	CWM/FS	64042/O'Halloran	ST	9.5	$ 25.75	$ 244.63	$ 183.47	$ 428.09
2/12/26	CWM/LB	27925/Davis	ST	9.5	$ 23.25	$ 220.88	$ 165.66	$ 386.53
2/12/26	CWM/SUP	86905/Vick	ST	9.5	$ 42.55	$ 404.23	$ 303.17	$ 707.39
2/12/26	CWM/GS	34308/Fowler	ST	2	$ 75.00	$ 150.00	$ 112.50	$ 262.50
2/12/26	CWM/VP	38265/Grist	ST	2	$ 91.50	$ 183.00	$ 137.25	$ 320.25
2/12/26	CWM/SSP	11960/Aponik	ST	8	$ 67.00	$ 536.00	$ 402.00	$ 938.00
2/12/26	CWM/EN	78596/Shropshire	ST	1	$ 60.00	$ 60.00	$ 45.00	$ 105.00
2/13/26	CWM/CP	11472/Alvarez Mach	ST	2	$ 26.50	$ 53.00	$ 39.75	$ 92.75
2/13/26	CWM/CP	11472/Alvarez Mach	OT	7	$ 39.75	$ 278.25	$ 208.69	$ 486.94
2/13/26	CWM/CP	22195/Charco	ST	2	$ 26.25	$ 52.50	$ 39.38	$ 91.88
2/13/26	CWM/CP	22195/Charco	OT	7	$ 39.38	$ 275.66	$ 206.75	$ 482.41
2/13/26	CWM/CP	23627/Cody	ST	2	$ 26.25	$ 52.50	$ 39.38	$ 91.88
2/13/26	CWM/CP	23627/Cody	OT	7	$ 39.38	$ 275.66	$ 206.75	$ 482.41
2/13/26	CWM/CP	34011/Flores	ST	2	$ 26.50	$ 53.00	$ 39.75	$ 92.75
2/13/26	CWM/CP	34011/Flores	OT	7	$ 39.75	$ 278.25	$ 208.69	$ 486.94
2/13/26	CWM/CP	64575/Ortiz Malave	ST	2	$ 26.50	$ 53.00	$ 39.75	$ 92.75
2/13/26	CWM/CP	64575/Ortiz Malave	OT	7	$ 39.75	$ 278.25	$ 208.69	$ 486.94
2/13/26	CWM/CP	67284/Perez	OT	10.5	$ 38.62	$ 405.51	$ 304.13	$ 709.64
2/13/26	CWM/CP	71266/Reyes	OT	10.5	$ 42.00	$ 441.00	$ 330.75	$ 771.75
2/13/26	CWM/CP	71198/Renovato Or	ST	6.5	$ 28.00	$ 182.00	$ 136.50	$ 318.50
2/13/26	CWM/CP	71198/Renovato Or	OT	3	$ 42.00	$ 126.00	$ 94.50	$ 220.50
2/13/26	CWM/CR	87948/Ward	ST	6.5	$ 30.75	$ 199.88	$ 149.91	$ 349.78
2/13/26	CWM/CR	87948/Ward	OT	3	$ 46.13	$ 138.39	$ 103.79	$ 242.18
2/13/26	CWM/FOR	55102/Maleno Cam	ST	9	$ 29.82	$ 268.38	$ 201.29	$ 469.67
2/13/26	CWM/FS	70002/Ramirez	OT	11	$ 36.00	$ 396.00	$ 297.00	$ 693.00
2/13/26	CWM/FS	11397/Allen	ST	5	$ 25.00	$ 125.00	$ 93.75	$ 218.75
2/13/26	CWM/FS	64042/O'Halloran	ST	9.5	$ 25.75	$ 244.63	$ 183.47	$ 428.09
2/13/26	CWM/LB	27925/Davis	ST	9.5	$ 23.25	$ 220.88	$ 165.66	$ 386.53
2/13/26	CWM/SUP	86905/Vick	ST	9.5	$ 42.55	$ 404.23	$ 303.17	$ 707.39

2/13/26	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/14/26	CWM/CP	11472/Alvarez Mach	OT	10	$	39.75	$	397.50	$	298.13	$	695.63
2/14/26	CWM/CP	22195/Charco	OT	10	$	39.38	$	393.80	$	295.35	$	689.15
2/14/26	CWM/CP	23627/Cody	OT	10	$	39.38	$	393.80	$	295.35	$	689.15
2/14/26	CWM/CP	34011/Flores	OT	10	$	39.75	$	397.50	$	298.13	$	695.63
2/14/26	CWM/CP	64575/Ortiz Malave	OT	10	$	39.75	$	397.50	$	298.13	$	695.63
2/14/26	CWM/CP	67284/Perez	OT	11.5	$	38.63	$	444.25	$	333.18	$	777.43
2/14/26	CWM/CP	71266/Reyes	OT	11.5	$	42.00	$	483.00	$	362.25	$	845.25
2/14/26	CWM/CP	36495/Glenn	ST	10	$	28.00	$	280.00	$	210.00	$	490.00
2/14/26	CWM/CP	71198/Renovato Or	OT	10	$	42.00	$	420.00	$	315.00	$	735.00
2/14/26	CWM/CR	85581/Urapo Camp	OT	4	$	55.13	$	220.52	$	165.39	$	385.91
2/14/26	CWM/CR	87948/Ward	OT	10	$	46.13	$	461.30	$	345.98	$	807.28
2/14/26	CWM/FOR	55102/Maleno Cam	ST	10	$	29.83	$	298.30	$	223.73	$	522.03
2/14/26	CWM/FS	70002/Ramirez	OT	9.5	$	36.00	$	342.00	$	256.50	$	598.50
2/14/26	CWM/FS	11397/Allen	ST	9.5	$	25.00	$	237.50	$	178.13	$	415.63
2/14/26	CWM/FS	11397/Allen	OT	0.5	$	37.50	$	18.75	$	14.06	$	32.81
2/14/26	CWM/FS	64042/O'Halloran	OT	10	$	38.63	$	386.30	$	289.73	$	676.03
2/14/26	CWM/SUP	86905/Vick	ST	10	$	42.55	$	425.50	$	319.13	$	744.63
2/14/26	CWM/GS	34308/Fowler	ST	2	$	75.00	$	150.00	$	112.50	$	262.50
2/14/26	CWM/VP	38265/Grist	ST	2	$	91.50	$	183.00	$	137.25	$	320.25
2/14/26	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/14/26	CWM/EN	78596/Shropshire	ST	1	$	60.00	$	60.00	$	45.00	$	105.00
2/16/2026	CWM/CP	11472/Alvarez Mach	ST	10	$	26.50	$	265.00	$	198.75	$	463.75
2/16/2026	CWM/CP	22195/Charco	ST	10	$	26.25	$	262.50	$	196.88	$	459.38
2/16/2026	CWM/CP	23627/Cody	ST	10	$	26.25	$	262.50	$	196.88	$	459.38
2/16/2026	CWM/CP	34011/Flores	ST	10	$	26.50	$	265.00	$	198.75	$	463.75
2/16/2026	CWM/CP	64575/Ortiz Malave	ST	10	$	26.50	$	265.00	$	198.75	$	463.75
2/16/2026	CWM/CP	67284/Perez	ST	11.5	$	25.75	$	296.13	$	222.09	$	518.22
2/16/2026	CWM/CP	71266/Reyes	ST	11.5	$	28.00	$	322.00	$	241.50	$	563.50
2/16/2026	CWM/CP	36495/Glenn	ST	9	$	28.00	$	252.00	$	189.00	$	441.00
2/16/2026	CWM/CP	71198/Renovato Or	ST	9	$	28.00	$	252.00	$	189.00	$	441.00
2/16/2026	CWM/FOR	55102/Maleno Cam	ST	10	$	36.96	$	369.60	$	277.20	$	646.80
2/16/2026	CWM/FS	11397/Allen	ST	9	$	25.00	$	225.00	$	168.75	$	393.75
2/16/2026	CWM/FS	64042/O'Halloran	ST	9	$	25.75	$	231.75	$	173.81	$	405.56
2/16/2026	CWM/LB	27925/Davis	ST	9	$	23.25	$	209.25	$	156.94	$	366.19
2/16/2026	CWM/SUP	86905/Vick	ST	9	$	51.25	$	461.25	$	345.94	$	807.19
2/16/2026	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/17/2026	CWM/CP	11472/Alvarez Mach	ST	9.5	$	26.50	$	251.75	$	188.81	$	440.56
2/17/2026	CWM/CP	22195/Charco	ST	9.5	$	26.25	$	249.38	$	187.03	$	436.41
2/17/2026	CWM/CP	23627/Cody	ST	9.5	$	26.25	$	249.38	$	187.03	$	436.41
2/17/2026	CWM/CP	34011/Flores	ST	9.5	$	26.50	$	251.75	$	188.81	$	440.56
2/17/2026	CWM/CP	64575/Ortiz Malave	ST	9.5	$	26.50	$	251.75	$	188.81	$	440.56
2/17/2026	CWM/CP	67284/Perez	ST	11	$	25.75	$	283.25	$	212.44	$	495.69
2/17/2026	CWM/CP	71266/Reyes	ST	11	$	28.00	$	308.00	$	231.00	$	539.00
2/17/2026	CWM/CP	11412/Allicock	ST	8	$	24.25	$	194.00	$	145.50	$	339.50
2/17/2026	CWM/CP	50867/Lainez Escob	ST	8	$	22.75	$	182.00	$	136.50	$	318.50
2/17/2026	CWM/CP	71198/Renovato Or	ST	10	$	28.00	$	280.00	$	210.00	$	490.00
2/17/2026	CWM/FOR	55102/Maleno Cam	ST	9.5	$	36.96	$	351.12	$	263.34	$	614.46
2/17/2026	CWM/FOR	62275/Moses	ST	8	$	28.36	$	226.88	$	170.16	$	397.04
2/17/2026	CWM/FS	62276/Moses	ST	9	$	28.75	$	258.75	$	194.06	$	452.81
2/17/2026	CWM/FS	64042/O'Halloran	ST	10	$	25.75	$	257.50	$	193.13	$	450.63
2/17/2026	CWM/LB	27925/Davis	ST	10	$	23.25	$	232.50	$	174.38	$	406.88
2/17/2026	CWM/PTO	67326/Perez Penalo	ST	8	$	25.25	$	202.00	$	151.50	$	353.50
2/17/2026	CWM/SUP	86905/Vick	ST	10	$	51.25	$	512.50	$	384.38	$	896.88
2/17/2026	CWM/GS	34308/Fowler	ST	2	$	75.00	$	150.00	$	112.50	$	262.50
2/17/2026	CWM/VP	38265/Grist	ST	2	$	91.50	$	183.00	$	137.25	$	320.25
2/17/2026	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/17/2026	CWM/EN	78596/Shropshire	ST	1	$	60.00	$	60.00	$	45.00	$	105.00
2/18/2026	CWM/CP	11472/Alvarez Mach	ST	9.5	$	26.50	$	251.75	$	188.81	$	440.56
2/18/2026	CWM/CP	22195/Charco	ST	9.5	$	26.25	$	249.38	$	187.03	$	436.41
2/18/2026	CWM/CP	23627/Cody	ST	9.5	$	26.25	$	249.38	$	187.03	$	436.41
2/18/2026	CWM/CP	34011/Flores	ST	9.5	$	26.50	$	251.75	$	188.81	$	440.56
2/18/2026	CWM/CP	67284/Perez	ST	11	$	25.75	$	283.25	$	212.44	$	495.69
2/18/2026	CWM/CP	71266/Reyes	ST	11	$	28.00	$	308.00	$	231.00	$	539.00
2/18/2026	CWM/CP	36495/Glenn	ST	9	$	28.00	$	252.00	$	189.00	$	441.00
2/18/2026	CWM/CP	71198/Renovato Or	ST	9	$	28.00	$	252.00	$	189.00	$	441.00
2/18/2026	CWM/FOR	55102/Maleno Cam	ST	9.5	$	36.96	$	351.12	$	263.34	$	614.46
2/18/2026	CWM/FS	11397/Allen	ST	9	$	25.00	$	225.00	$	168.75	$	393.75
2/18/2026	CWM/FS	64042/O'Halloran	ST	9	$	25.75	$	231.75	$	173.81	$	405.56
2/18/2026	CWM/LB	27925/Davis	ST	9	$	23.25	$	209.25	$	156.94	$	366.19

2/18/2026	CWM/SUP	86905/Vick	ST	9	$	51.25	$	461.25	$	345.94	$	807.19
2/18/2026	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/19/2026	CWM/CF	34867/Fuentes San	ST	6.5	$	28.25	$	183.63	$	137.72	$	321.34
2/19/2026	CWM/CF	34867/Fuentes San	OT	2.75	$	42.37	$	116.52	$	87.39	$	203.91
2/19/2026	CWM/CF	42850/Hernandez	ST	8	$	23.75	$	190.00	$	142.50	$	332.50
2/19/2026	CWM/CP	11472/Alvarez Mach	ST	9	$	26.50	$	238.50	$	178.88	$	417.38
2/19/2026	CWM/CP	22195/Charco	ST	9	$	26.25	$	236.25	$	177.19	$	413.44
2/19/2026	CWM/CP	23627/Cody	ST	9	$	26.25	$	236.25	$	177.19	$	413.44
2/19/2026	CWM/CP	34011/Flores	ST	9	$	26.50	$	238.50	$	178.88	$	417.38
2/19/2026	CWM/CP	64575/Ortiz Malave	ST	9	$	26.50	$	238.50	$	178.88	$	417.38
2/19/2026	CWM/CP	67284/Perez	ST	6.5	$	25.75	$	167.38	$	125.53	$	292.91
2/19/2026	CWM/CP	67284/Perez	OT	4	$	38.63	$	154.52	$	115.89	$	270.41
2/19/2026	CWM/CP	71266/Reyes	ST	6.5	$	28.00	$	182.00	$	136.50	$	318.50
2/19/2026	CWM/CP	71266/Reyes	OT	4	$	42.00	$	168.00	$	126.00	$	294.00
2/19/2026	CWM/CP	36495/Glenn	ST	8	$	28.00	$	224.00	$	168.00	$	392.00
2/19/2026	CWM/CP	71198/Renovato Or	ST	8	$	28.00	$	224.00	$	168.00	$	392.00
2/19/2026	CWM/FOR	55102/Maleno Cam	ST	9	$	36.96	$	332.64	$	249.48	$	582.12
2/19/2026	CWM/FS	62276/Moses	ST	9	$	28.75	$	258.75	$	194.06	$	452.81
2/19/2026	CWM/FS	11397/Allen	ST	8	$	25.00	$	200.00	$	150.00	$	350.00
2/19/2026	CWM/FS	64042/O'Halloran	ST	7	$	25.75	$	180.25	$	135.19	$	315.44
2/19/2026	CWM/LB	30026/Duarte	ST	8	$	23.00	$	184.00	$	138.00	$	322.00
2/19/2026	CWM/LB	77109/Sanchez Ver	ST	8	$	21.50	$	172.00	$	129.00	$	301.00
2/19/2026	CWM/LB	27925/Davis	ST	8	$	23.25	$	186.00	$	139.50	$	325.50
2/19/2026	CWM/SUP	30020/Duarte	ST	8	$	48.28	$	386.24	$	289.68	$	675.92
2/19/2026	CWM/SUP	86905/Vick	ST	8	$	51.25	$	410.00	$	307.50	$	717.50
2/19/2026	CWM/GS	34308/Fowler	ST	2	$	75.00	$	150.00	$	112.50	$	262.50
2/19/2026	CWM/VP	38265/Grist	ST	2	$	91.50	$	183.00	$	137.25	$	320.25
2/19/2026	CWM/SSP	11960/Aponik	ST	8	$	67.00	$	536.00	$	402.00	$	938.00
2/19/2026	CWM/EN	78596/Shropshire	ST	1	$	60.00	$	60.00	$	45.00	$	105.00
2/20/2026	CWM/CP	36495/Glenn	ST	8	$	28.00	$	224.00	$	168.00	$	392.00
2/20/2026	CWM/CP	71198/Renovato Or	ST	4	$	28.00	$	112.00	$	84.00	$	196.00
2/20/2026	CWM/CP	71198/Renovato Or	OT	4	$	42.00	$	168.00	$	126.00	$	294.00
2/20/2026	CWM/FS	64042/O'Halloran	ST	5	$	25.75	$	128.75	$	96.56	$	225.31
2/20/2026	CWM/FS	64042/O'Halloran	OT	3	$	38.63	$	115.89	$	86.92	$	202.81
2/20/2026	CWM/LB	55741/Marshall	OT	8	$	31.13	$	249.04	$	186.78	$	435.82
2/20/2026	CWM/LB	71836/Richards	OT	8	$	29.63	$	237.04	$	177.78	$	414.82
2/20/2026	CWM/LB	18055/Bryant	ST	8	$	20.50	$	164.00	$	123.00	$	287.00
2/20/2026	CWM/LB	50619/Knox	ST	8	$	22.50	$	180.00	$	135.00	$	315.00
2/20/2026	CWM/LB	11494/Amos	ST	7	$	20.71	$	144.97	$	108.73	$	253.70
2/20/2026	CWM/LB	11494/Amos	OT	1	$	28.50	$	28.50	$	21.38	$	49.88
2/20/2026	CWM/LB	27925/Davis	ST	4	$	23.25	$	93.00	$	69.75	$	162.75
2/20/2026	CWM/LB	27925/Davis	OT	4	$	34.88	$	139.52	$	104.64	$	244.16
2/20/2026	CWM/SUP	86905/Vick	ST	8	$	51.25	$	410.00	$	307.50	$	717.50
					TOTAL		$	46,738.10	$	35,053.57	$	81,791.67

C. W. MATTHEWS CONTRACTING COMPANY
DRAWER 970
MARIETTA, GEORGIA 30061
TELEPHONE (770) 422-7520
FAX (770) 422-1068

Receipts/ Invoices

QUIKRETE
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33025442

REMIT TO
QUIKRETE READY MIX
P.O. BOX 930134
ATLANTA, GA 31193-0134

BY EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBIUS6S CHIPS 0407
REMIT INFO: ACH@Quikrete.com

BILL TO
987878 CW MATTHEWS CONTRACTING CO INC
PO BOX 970
MARIETTA GA 30061-0970

SHIP TO
1033768 ENCORE PARKWAY REPAIR
ENCORE PKWY
ALPHARETTA GA 30005

CUSTOMER P.O.NUMBER	ORDER DATE	COMMAND ORDER NO	DATE DUE	SALES REP
STEVE 404 213 4627	02/18/26	657008	03/15/26	Brown Troy EMP

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/18/26	Delivery	2% 10th Prox,Net 15th	

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
3.00	CLA-FASH	3000GDOTCLAAIRASH BOL# 58003507 Delivery No: 28108208	162.00	CY	486.00
1	8100381	ENV FEE BOL# 58003507 Delivery No: 28108208 *3.00 PCY @ $1.00*	3.00	EA	3.00
1	8100383	FUEL FEE BOL# 58003507 Delivery No: 28108208 *3.00 PCY @ $1.00*	3.00	EA	3.00
1	8100384	M15 BOL# 58003507 Delivery No: 28108208 *1.00 PCY @ $100.00*	100.00	EA	100.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 3658
CUMMING, GA
1385 RONALD REAGAN BLVD
CUMMING GA 30041
Tel: (000)000-0000 Fax: (000)000-0000

SUB-TOTAL ▶	592.00
TAX ▶	41.44
TOTAL DUE GROSS ON 03/15/26 ▶	633.44
DISCOUNT ▶	-11.84
TOTAL DUE NET IF PAID BY ▶ 03/10/26	621.60
USD DOLLARS	PLEASE PAY FROM THIS INVOICE

QUIKRETE®
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33025442

Product Summary

UNITS	UM	PRODUCT	DESCRIPTION	TOTAL
1	EA	8100381	ENV FEE	3.00
1	EA	8100383	FUEL FEE	3.00
1	EA	8100384	M15	100.00
3	CY	CLA-FASH	3000GDOTCLAAIRASH	486.00

QUIKRETE
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33005965

REMIT TO
QUIKRETE READY MIX
P.O. BOX 930134
ATLANTA, GA 31193-0134

BY EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBIUS6S CHIPS 0407
REMIT INFO: ACH@Quikrete.com

BILL TO
987878 CW MATTHEWS CONTRACTING CO INC
PO BOX 970
MARIETTA GA 30061-0970

SHIP TO
1033768 ENCORE PARKWAY REPAIR
ENCORE PARKWAY
ALPHARETTA GA 30128

CUSTOMER P.O.NUMBER	ORDER DATE	COMMAND ORDER NO	DATE DUE	SALES REP
STEVEA	02/14/26	657003	03/15/26	Brown Troy EMP

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/14/26	Delivery	2% 10th Prox,Net 15th	

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
9.00	30DAX759	3000DOTAIR24HR	195.00	CY	1,755.00
		BOL# 57003596			
		Delivery No: 28091873			
1	8100381	ENV FEE	9.00	EA	9.00
		BOL# 57003596			
		Delivery No: 28091873			
		9.00 PCY @ $1.00			
1	8100383	FUEL FEE	9.00	EA	9.00
		BOL# 57003596			
		Delivery No: 28091873			
		9.00 PCY @ $1.00			
9.00	30DAX759	3000DOTAIR24HR	195.00	CY	1,755.00
		BOL# 57003597			
		Delivery No: 28091873			
1	8100381	ENV FEE	9.00	EA	9.00
		BOL# 57003597			
		Delivery No: 28091873			

Continued on Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 3657
DORAVILLE, GA
2395 WEAVER WAY
DORAVILLE GA 30340
Tel: (000)000-0000 Fax: (000)000-0000

SUB-TOTAL ▶	3,546.00
TAX ▶	248.22
TOTAL DUE GROSS ON 03/15/26 ▶	3,794.22
DISCOUNT ▶	-70.92
TOTAL DUE NET IF PAID BY ▶ 03/10/26	3,723.30
USD DOLLARS	PLEASE PAY FROM THIS INVOICE

QUIKRETE®
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33005965

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1	8100383	*9.00 PCY @ $1.00* FUEL FEE BOL# 57003597 Delivery No: 28091873 *9.00 PCY @ $1.00*	9.00	EA	9.00

Product Summary

UNITS	UM	PRODUCT	DESCRIPTION	TOTAL
18	CY	30DAX759	3000DOTAIR24HR	3,510.00
2	EA	8100381	ENV FEE	18.00
2	EA	8100383	FUEL FEE	18.00

QUIKRETE
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READY-MIX

INVOICE

INVOICE NO.
33016668

REMIT TO
QUIKRETE READY MIX
P.O. BOX 930134
ATLANTA, GA 31193-0134

BY EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBIUS6S CHIPS 0407
REMIT INFO: ACH@Quikrete.com

BILL TO
987878 CW MATTHEWS CONTRACTING CO INC
PO BOX 970
MARIETTA GA 30061-0970

SHIP TO
1033768 ENCORE PARKWAY REPAIR
ENCORE PARKWAY
ALPHARETTA GA 30009

CUSTOMER P.O.NUMBER	ORDER DATE	COMMAND ORDER NO	DATE DUE	SALES REP
STEVEA 404 213 4627	02/17/26	657005	03/15/26	Brown Troy EMP

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/17/26	Delivery	2% 10th Prox,Net 15th	

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
8.00	00DAF44	00VASPPRMFFILL	132.00	CY	1,056.00
		BOL# 57003640			
		Delivery No: 28100725			
1	8100381	ENV FEE	8.00	EA	8.00
		BOL# 57003640			
		Delivery No: 28100725			
		8.00 PCY @ $1.00			
1	8100383	FUEL FEE	8.00	EA	8.00
		BOL# 57003640			
		Delivery No: 28100725			
		8.00 PCY @ $1.00			

Product Summary

UNITS	UM	PRODUCT	DESCRIPTION	TOTAL
8	CY	00DAF44	00VASPPRMFFILL	1,056.00
1	EA	8100381	ENV FEE	8.00

Continued on Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 3657
DORAVILLE, GA
2395 WEAVER WAY
DORAVILLE GA 30340
Tel: (000)000-0000 Fax: (000)000-0000

SUB-TOTAL ▶	1,072.00
TAX ▶	75.04
TOTAL DUE GROSS ON 03/15/26 ▶	1,147.04
DISCOUNT ▶	-21.44
TOTAL DUE NET IF PAID BY ▶ 03/10/26	1,125.60
USD DOLLARS	PLEASE PAY FROM THIS INVOICE

QUIKRETE®
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READY-MIX

INVOICE

INVOICE NO.
33016668

UNITS	UM	PRODUCT	DESCRIPTION	TOTAL
1	EA	8100383	FUEL FEE	8.00

QUIKRETE
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33031767

REMIT TO
QUIKRETE READY MIX
P.O. BOX 930134
ATLANTA, GA 31193-0134

BY EFT
ABA: 121000248 (Wells Fargo)
ACCOUNT: 2052700385107
SWIFT: WFBIUS6S CHIPS 0407
REMIT INFO: ACH@Quikrete.com

BILL TO
987878 CW MATTHEWS CONTRACTING CO INC
PO BOX 970
MARIETTA GA 30061-0970

SHIP TO
1033768 ENCORE PARKWAY REPAIR
ENCORE PKWY
ALPHARETTA GA 30009

CUSTOMER P.O.NUMBER	ORDER DATE	COMMAND ORDER NO	DATE DUE	SALES REP
STEVEA	02/19/26	657008	03/15/26	Brown Troy EMP

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
02/19/26	Delivery	2% 10th Prox,Net 15th	

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
9.00	30DAX759	3000DOTAIR24HR BOL# 57003700 Delivery No: 28116005	195.00	CY	1,755.00
1	8100381	ENV FEE BOL# 57003700 Delivery No: 28116005 *9.00 PCY @ $1.00*	9.00	EA	9.00
1	8100383	FUEL FEE BOL# 57003700 Delivery No: 28116005 *9.00 PCY @ $1.00*	9.00	EA	9.00
7.00	30DAX759	3000DOTAIR24HR BOL# 57003705 Delivery No: 28116005	195.00	CY	1,365.00
1	8100381	ENV FEE BOL# 57003705 Delivery No: 28116005	7.00	EA	7.00

Continued on Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 3657
DORAVILLE, GA
2395 WEAVER WAY
DORAVILLE GA 30340
Tel: (000)000-0000 Fax: (000)000-0000

SUB-TOTAL ▶	4,224.00
TAX ▶	295.68
TOTAL DUE GROSS ON 03/15/26 ▶	4,519.68
DISCOUNT ▶	-84.48
TOTAL DUE NET IF PAID BY ▶ 03/10/26	4,435.20
USD DOLLARS	PLEASE PAY FROM THIS INVOICE

QUIKRETE®
What America's Made Of®
READY-MIX

INVOICE

INVOICE NO.
33031767

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
		7.00 PCY @ $1.00			
1	8100383	FUEL FEE	7.00	EA	7.00
		BOL# 57003705			
		Delivery No: 28116005			
		7.00 PCY @ $1.00			
8.00	00DAF44	00VASPPRMFFILL	132.00	CY	1,056.00
		BOL# 57003707			
		Delivery No: 28116005			
1	8100381	ENV FEE	8.00	EA	8.00
		BOL# 57003707			
		Delivery No: 28116005			
		8.00 PCY @ $1.00			
1	8100383	FUEL FEE	8.00	EA	8.00
		BOL# 57003707			
		Delivery No: 28116005			
		8.00 PCY @ $1.00			

Product Summary

UNITS	UM	PRODUCT	DESCRIPTION	TOTAL
8	CY	00DAF44	00VASPPRMFFILL	1,056.00
16	CY	30DAX759	3000DOTAIR24HR	3,120.00
3	EA	8100381	ENV FEE	24.00
3	EA	8100383	FUEL FEE	24.00

Invoice

Date	
2/19/2026	124050

Bill To
C.W. Matthews Contracting Co Inc
AP-000073
P. O. Drawer 970
Marietta, Ga. 30061

Ship To
ENCORE PKWY

REMIT TO ADDRESS: PO BOX 2164 FOREST PARK, GA. 30298

P.O Number	Terms	Rep	Ship	Via	F.O.B.	Project
STEVE APONIK	NET 30	AO	2/19/2026	PICK UP	81993	

Quan...	Item Code	Description	Price Each	Amount
1	NS-45625	TEX-COTE 300 (5GAL PAIL) FS# 33690	185.00	185.00T
2	RF9C	9" ROLLER COVER	4.00	8.00T
2	RF9	9" HD ROLLER FRAME	7.00	14.00T
		STEVE APONIK		

Subtotal	$207.00	Sales Tax (8.0%)	$16.56	Total	$223.56

EFT/ACH PAYMENTS ACCEPTED. CONTACT LORI FINN
AT 404-766-1650 OR lorifinn@highwaymaterials.net

Invoice

Date	
2/13/2026	123951

Bill To
C.W. Matthews Contracting Co Inc
AP-000073
P. O. Drawer 970
Marietta, Ga. 30061

Ship To
ENCORE PKWY EMERGENCY JOB
SR400

REMIT TO ADDRESS: PO BOX 2164 FOREST PARK, GA. 30298

P.O Number	Terms	Rep	Ship	Via	F.O.B.	Project
3312	NET 30	WN	2/13/2026	OUR TRUCK	81952	

Quan...	Item Code	Description	Price Each	Amount
120	REPCON928	REPCON 928 (50LB) 60 PER PALLET	40.00	4,800.00T
60	SBU2	2" UPPER SLAB BOLSTER	4.50	270.00T
40	CHCU4	4" CHCU CONTINOUS UPPER HIGH CHAIR	6.00	240.00T
30	BRICK	CONCRETE BRICK	0.97	29.10T
1	P620C	6 MIL CLEAR POLY 20 X 100	120.00	120.00T
1	DOT TYPE II	DOT TYPE II EPOXY 2 GAL UNIT (1 BOX)	203.00	203.00T
6	PB4	4" PAINT BRUSH	4.50	27.00T
2	1" X 48" X 10'	NOMAFLEX 1" X 48" X 10' EXPANSION (SHEETS)	105.00	210.00T
1	FE30	30LB FELT 36" X 72 FT	35.00	35.00T
20	TW3516GA	3 1/2 LBS. TIE WIRE 16 GA (PER ROLL)	6.00	120.00T
		STANLEY		

Subtotal	$6,054.10	Sales Tax (7.75%)	$469.19	Total	$6,523.29

EFT/ACH PAYMENTS ACCEPTED. CONTACT LORI FINN
AT 404-766-1650 OR lorifinn@highwaymaterials.net

Invoice

Date	
2/10/2026	123880

Bill To
C.W. Matthews Contracting Co Inc
AP-000073
P. O. Drawer 970
Marietta, Ga. 30061

Ship To
ENCORE PKWY
ALPHARETTA

REMIT TO ADDRESS: PO BOX 2164 FOREST PARK, GA. 30298

P.O Number	Terms	Rep	Ship	Via	F.O.B.	Project
3312-05.0005	NET 30	WN	2/10/2026	OUR TRUCK	81891	

Quan...	Item Code	Description	Price Each	Amount
20	REPCON928	REPCON 928 (50LB) 60 PER PALLET STEVE APONIK - 404-219-4627	40.00	800.00T

Subtotal	$800.00	Sales Tax (7.75%)	$62.00	Total	$862.00

EFT/ACH PAYMENTS ACCEPTED. CONTACT LORI FINN
AT 404-766-1650 OR lorifinn@highwaymaterials.net

Brundage Bone Concrete Pumping, Inc.
PO Box 945272
Atlanta, GA 30394-5272
P: 800-970-1296

Invoice

DATE	NUMBER
2/17/2026	500-324734

Job Name: ENCORE PARKWAY
Job Number:
Building/Lot #:
P.O. :
Job Date: 2/17/2026
Size Requested: LP
Unit Sent: LP-3585
Volume: 8.00
Job Type: FLO FILL

Term: NET 30

TO: C.W.MATTHEWS CONTRACTING CO. INC.
P.O. DRAWER 970
MARIETTA, GA 30061

Jobsite: Encore Parkway & North Point Parkway, ALPHARETTA, GA 30009

ITEM DESCRIPTION	QUANTITY	RATE	ITEM TOTAL
Equipment: Hourly Charge	5.00	$155.00	$775.00
Equipment: Job Volume Charge	8.00	$3.00	$24.00
Equipment: Travel Charge	1.50	$155.00	$232.50
PRIMER SERVICE	2.00	$35.00	$70.00
WASH OUT BAG	1.00	$120.00	$120.00
150FT OF 2.5INCH	1.00		

All Major Credit Card transactions will have a 3% processing fee added to the grand total; We do offer ACH, Check and Debit Card payments with No Fee

Brundage Bone's ACH Information does NOT Change. If you get a notification that our ACH Information has changed, please contact our office immediately

Subtotal:		**$1,221.50**
Fuel Surcharge:	**9.90%**	**$120.93**
GRAND TOTAL:		**$1,342.43**

Brundage Bone Concrete Pumping, Inc.
PO Box 945272
Atlanta, GA 30394-5272 | P: 800-970-1296 F:

JOB TICKET

JOB DATE: 2/17/2026
JOB ID: 324734

CUSTOMER:	**C.W.MATTHEWS CONTRACTING CO. INC.**			SHOW UP:	**10:30**
JOB NAME:	**ENCORE PARKWAY**	JOB NUMBER:		ON JOB:	**12:00**
JOB LOC:	**Encore Parkway & North Point Parkway**			START TIME:	**13:00**
	ALPHARETTA, GA 30009	P.O. NUMBER:		EST. VOLUME:	**8.00**
BLDG/LOT:		JOB PHONE:		SIZE REQ:	**LP**
CROSS ST:		JOB TYPE:	**FLO FILL**	SIZE SENT:	**LP**
MAP PAGE:				TIME ZONE:	**EST**
CALLER:	**STEVE . | 404-213-4627**	VENDOR:	**ARGOS,**		

SIGNATURE BEFORE JOB:
Marco on 2/17/2026 2:56:26 PM

BY: Marco M

CUSTOMER/LESSEE'S AUTHORIZED SIGNATURE

UNIT: **LP-3585**	**TIMES**		**ODOMETER / METRICS**		**ENGINE HOURS**	
YARD: **ATLANTA**	LEFT YARD:	**10:15**	LEFT YARD:	**0**	ON JOB:	**0.00**
PRIMER:	ARRIVED:	**12:00**	ARRIVED:	**0**	LEFT JOB:	**0.00**
RADIO S/N:	READY:	**12:30**				
JOB S.I. NAME:	JOB START:	**13:30**	VOLUME:	**8**		
Marco	JOB FINISH:	**15:00**	FUEL:	**22.00**	**OPERATOR HOURS**	
	LEFT JOB:	**15:30**	LEFT JOB:	**0**	ON JOB:	**3.50**
(PRINTED)	RETURNED:	**16:00**	RETURNED:	**0**	TRAVEL:	**2.25**

CREW:	**[ALVAREZ ORTIZ, ROBERTO] [ALVAREZ-HERRERA, ROBERTO]**

JOB TICKET COMMENTS:	**none**
SPECIAL INSTRUCTIONS:	
EXTRA SYSTEM:	**HAVE PIN FOR THIS JOB!!![150FT OF 2.5INCH x 1.00] [WASH OUT BAG x 2.00] |**
SYSTEM LEFT:	**no**
EXTRA / LINE ITEMS:	**PRIMER SERVICE: 2.00, WASH OUT BAG: 1.00**

SIGNATURE AFTER JOB:
Marco on 2/17/2026 2:56:41 PM

BY: Marco M.

CUSTOMER/LESSEE'S AUTHORIZED SIGNATURE

Brundage Bone Concrete Pumping, Inc.
PO Box 945272
Atlanta, GA 30394-5272
P: 800-970-1296

Invoice

DATE	NUMBER
2/19/2026	500-324745

Job Name: ENCORE PARKWAY
Job Number:
Building/Lot #:
P.O. :
Job Date: 2/19/2026
Size Requested: LP
Unit Sent: LP-3585
Volume: 8.00
Job Type: FLO FILL

Term: NET 30

TO: C.W.MATTHEWS CONTRACTING CO. INC.
P.O. DRAWER 970
MARIETTA, GA 30061

Jobsite: Encore Parkway & North Point Parkway, ALPHARETTA, GA 30009

ITEM DESCRIPTION	QUANTITY	RATE	ITEM TOTAL
Equipment: Hourly Charge	5.00	$155.00	$775.00
Equipment: Job Volume Charge	8.00	$3.00	$24.00
Equipment: Travel Charge	1.50	$155.00	$232.50
PRIMER SERVICE	2.00	$35.00	$70.00
WASH OUT BAG	1.00	$120.00	$120.00
150FT OF 2.5INCH	1.00		

All Major Credit Card transactions will have a 3% processing fee added to the grand total; We do offer ACH, Check and Debit Card payments with No Fee

Brundage Bone's ACH Information does NOT Change. If you get a notification that our ACH Information has changed, please contact our office immediately

Subtotal:		**$1,221.50**
Fuel Surcharge:	**9.90%**	**$120.93**
GRAND TOTAL:		**$1,342.43**

Brundage Bone Concrete Pumping, Inc.
PO Box 945272
Atlanta, GA 30394-5272 | P: 800-970-1296 F:

JOB TICKET

JOB DATE: 2/19/2026
JOB ID: 324745

CUSTOMER:	**C.W.MATTHEWS CONTRACTING CO. INC.**			SHOW UP:	**10:00**
JOB NAME:	**ENCORE PARKWAY**	JOB NUMBER:		ON JOB:	**11:30**
JOB LOC:	**Encore Parkway & North Point Parkway**			START TIME:	**12:30**
	ALPHARETTA, GA 30009	P.O. NUMBER:		EST. VOLUME:	**8.00**
BLDG/LOT:		JOB PHONE:		SIZE REQ:	**LP**
CROSS ST:		JOB TYPE:	**FLO FILL**	SIZE SENT:	**LP**
MAP PAGE:				TIME ZONE:	**EST**
CALLER:	**STEVE . | 404-213-4627**	VENDOR:	**ARGOS,**		

SIGNATURE BEFORE JOB:
Marco on 2/19/2026 1:23:04 PM

BY: Marco M
CUSTOMER/LESSEE'S AUTHORIZED SIGNATURE

UNIT: **LP-3585**

		TIMES		**ODOMETER / METRICS**		**ENGINE HOURS**	
YARD: **ATLANTA**		LEFT YARD:	**11:00**	LEFT YARD:	**0**	ON JOB:	**0.00**
PRIMER:		ARRIVED:	**12:00**	ARRIVED:	**0**	LEFT JOB:	**0.00**
RADIO S/N:		READY:	**12:30**				
JOB S.I. NAME:		JOB START:	**13:00**	VOLUME:	**8**		
Marco		JOB FINISH:	**13:30**	FUEL:	**20.00**	**OPERATOR HOURS**	
		LEFT JOB:	**14:00**	LEFT JOB:	**0**	ON JOB:	**2.00**
(PRINTED)		RETURNED:	**14:30**	RETURNED:	**0**	TRAVEL:	**1.50**

CREW:	**[ALVAREZ ORTIZ, ROBERTO] [ALVAREZ-HERRERA, ROBERTO]**

JOB TICKET COMMENTS:	**none**
SPECIAL INSTRUCTIONS:	
EXTRA SYSTEM:	**HAVE PIN FOR THIS JOB!!![150FT OF 2.5INCH x 1.00] [WASH OUT BAG x 2.00] |**
SYSTEM LEFT:	**no**
EXTRA / LINE ITEMS:	**PRIMER SERVICE: 2.00, WASH OUT BAG: 1.00**

SIGNATURE AFTER JOB:
Marco on 2/19/2026 1:23:22 PM

BY: Marco M
CUSTOMER/LESSEE'S AUTHORIZED SIGNATURE

STORE 0149 Alpharetta
5300 Windward Pkwy
Alpharetta, GA 30004
(678)339-1190

CONTRACT #: **374515**

STANLEY VICK
3308 ROUNDTOP RD
ELLIJAY, GA 30540
(404) 456-1621

Rental Center Hours

MON 6A-10P **TUE** 6A-10P **WED** 6A-10P **THU** 6A-10P **FRI** 6A-10P **SAT** 6A-10P **SUN** 8A- 8P

RENTAL DURATION
23 Hours and 39 Minutes

DUE BACK
Feb. 13 @ 11:31am

FOR ASSISTANCE CALL
(678)339-1190

Deposit Trans: Register #: 90 Transaction #: 49792 PO #: CW Matthews job 3312 Date: 02/12/26 eDeposit #: 01492602120735210374515l0

Customer Name: STANLEY VICK

Date Out: 02/12/2026 - 11:52 AM
Date Due: 02/13/2026 - 11:31 AM
Date In:

Rental ID	Item Description	Amount
3715652	**27 LB Demolition Hammer**	**$82.00**
	713 SDS Max 18" Chisel Qty: 1 @ $3.00	$3.00
	To learn how to safely operate your rental equipment, visit: https://smrtacs.co/2Rvje1Y	

Rental Period	
23 Hours And 39 Minutes	**$85.00**
Damage Protection	**$12.75**
Taxes	
Sales Tax	**$6.59**
Estimated Total	**$104.34**
Deposit - PAID	**$100.00**
Due on Return	**$4.34**

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

1. **If I do not return this equipment by the scheduled end date, I agree to a weekly recurring charge of $328.00, until all tools have been returned, or a maximum rental charge of $2,245.20 plus applicable taxes have been recovered. In addition, I understand that misrepresentation or failure to return equipment can lead to prosecution.**
2. **I have been offered operating manuals on the rental equipment.**
3. **A cleaning fee of up to $25.00 will be assessed if equipment is not returned clean.**

X _____
Signature

02/12/2026
Date

anasteel & Supply Company

2272 Mabros Industrial Parkway
Ellenwood, GA 30294
(404) 675-9501

Invoice

Invoice:	IN26B001036	02/12/26
Bill of Lading :	BL26B0001205	02/12/26
Sales Order:	SO26B0002469	
Customer:	MATTHE	
Purchase Order:	CWM JOB #3312	
Shipping Method:	Customer Pickup	
FOB:	F.O.B. Jobsite	
Terms:	Net 30 From Ship	

Sold To
C.W. MATTHEWS CONTR. CO. INC.
AP-002931
P.O. BOX DRAWER 970
MARIETTA, GA 30061 USA

Ship To
C.W. MATTHEWS CONTR. CO. INC.
AP-002931
P.O. BOX DRAWER 970
MARIETTA, GA 30061 USA

Product	Description	Quantity	Price/Unit	Amount
Reinforcing Steel per CC: ACA1 CPU, ENCORE PKWY EMERGENCY REPAIRS Release: 1				
RBI	Rebar Black Imperial	4,499.14 lbs	85.0000 / Cwt	3,824.27
Total Weight: 4,499.14 lbs			Subtotal	$3,824.27
			Freight	0.00
		GA-CLAYTON-4-4.00% $152.97 GA-STATE-4-4.00% $152.97	Sales Tax	305.94
			Payment/Credit Amount	0.00
			Balance Due	**$4,130.21**

B&D CONCRETE CUTTING, INC.
6215 PURDUE DRIVE SW
ATLANTA, GA 30336

(404) 696-0404
(404) 696-3249 Fax

INVOICE

INVOICE NO: 94583
INVOICE DATE: 02/12/26

PAYMENT TERMS: NET 30 DAYS
CUSTOMER #: 001092

PURCH ORDER #:
JOB REQUEST #: 3312
ORDERED BY:

C W MATTHEWS
P.O. DRAWER 970
MARIETTA, GA 30061

JOB SITE:
11000 ENCORE PKWY BRIDGE
ALPHARETTA,

WORK ORDER #'s 148254, 242795, 242797, 242892, RO21445, RO23016, RO23053, RO…

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
1.00	WORK O…	WORK ORDER # 148254 DATE: 02/09/2026	0.000 each	0.00
1.00	COREDRIL	CORE DRILL: (1) 8" X 24" DEEP HOLE IN ASPHALT AND CONCRETE. (1) 8" X 31" DEEP HOLE IN CONCRETE SLAB.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # 242795 DATE: 02/09/2026	0.000 each	0.00
1.00	COREDRIL	CORE DRILL (2) 8" X 22" DEEP HOLES IN BRIDGE.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # 242797 DATE: 02/09/2026	0.000 each	0.00
1.00	COREDRIL	CORE DRILL (2) 8" X 22" DEEP HOLES IN CONCRETE SLAB.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # RO21445 DATE: 02/09/2026	0.000 each	0.00
1.00	DELIVER	DELIVER EQUIPMENT TO JOBSITE.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # RO23016 DATE: 02/09/2026	0.000 each	0.00
1.00	DELIVER	DELIVER: (1) 20 YARD CAN AND EQUIPMENT TO JOBSITE.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50

WE APPRECIATE YOUR BUSINESS!

Thank You

B&D CONCRETE CUTTING, INC.
6215 PURDUE DRIVE SW
ATLANTA, GA 30336

(404) 696-0404
(404) 696-3249 Fax

INVOICE

INVOICE NO: 94583
INVOICE DATE: 02/12/26

PAYMENT TERMS: NET 30 DAYS
CUSTOMER #: 001092

PURCH ORDER #:
JOB REQUEST #: 3312
ORDERED BY:

C W MATTHEWS
P.O. DRAWER 970
MARIETTA, GA 30061

JOB SITE:
11000 ENCORE PKWY BRIDGE
ALPHARETTA,

WORK ORDER #'s 148254, 242795, 242797, 242892, RO21445, RO23016, RO23053, RO…

QTY	ITEM	DESCRIPTION OF WORK	UNIT PRICE	AMOUNT
1.00	WORK O…	WORK ORDER # RO24391 DATE: 02/09/2026	0.000 each	0.00
1.00	TRIPCHRG	TRIP CHARGE DUE TO WORK NOT BEING READY.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # 242892 DATE: 02/12/2026	0.000 each	0.00
1.00	SLABSAW	SLAB SAW (3) ASPHALT AREAS OVER APPROACH SLAB. (1) 35' LONG X 7' WIDE ASPHALT AREA. (1) 35' X 8" THICK ASPHALTAREA. (1) 45' X 15" THICK ASPHALT AREA.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50
1.00	WORK O…	WORK ORDER # RO23053 DATE: 02/12/2026	0.000 each	0.00
1.00	JACKHAMM	HAMMERED (1) 30' X 6' CONCRETE AREA FOR REBAR EXPOSURE.	0.000 each	0.00
1.00	REMOVAL	REMOVAL OF (2) CONCRETE AREAS. (1) 20' X 3' X 14" THICK CONCRETE SLAB. (1) 35' X 7.5" X 14" THICK CONCRETE SLAB.	0.000 each	0.00
1.00	TOTAL CH	TOTAL CHARGE FOR WORK COMPLETED.	2,312.500 each	2,312.50

SUBTOTAL:	**$18,500.00**
SALES TAX:	**$0.00**
TOTAL:	**$18,500.00**

WE APPRECIATE YOUR BUSINESS!

Thank You



CYMCO 7, INC.

INVOICE

Sold To: CW Matthews Contracting Co., Inc.
Shipped to:

Invoice Number: 02182026
Invoice Date: February 18, 2026

Quantity	Description	Unit Price	Amount
	Tie & Place Rebar for Encore Pkwy. Emergency Repair (Approach Slab)		$ 2,600.00

Total **$ 2,600.00**

Edward C. Sims

Direct All Inquiries To:
Edward C. Sims
(678) 925-9585
Email: cymco7@yahoo.com

Make All Checks Payable To:
Cymco 7, Inc.
4535 Flat Shoals Parkway, Suite 304
Decatur, Georgia 30034-6457

THANK YOU FOR YOUR BUSINESS!

WHITE CAP

ON ACCOUNT

PACKING SLIP

71113712

297 - Norcross GA
6250 Brook Hollow Pkwy
Norcross, GA, 30071
(404) 879-7740

Sold To: 128358000
CW MATTHEWS CONTRACTING
CO INC
MARIETTA, GA, 30061
770-422-7520

Delivery : 39014338

Ship To: 400 SOUTHBOUND, 10004313550
400 SOUTHBOUND YARD
BETWEEN EXIT 11 AND EXIT 12
CUMMING, GA, 30040
Job Site Contact:
Job Site Phone:
Map #:

Printed By : LESLIE H
Printed Date : 02/19/2026 09:00 AM EASTERN **Ordered By : MARCO MALENO** **Contact Ph# : 470-6743784**

Order Number	Order Date	Request Date	Customer PO	Terms	Ship via/Routing	Sales Person	Created By
71113712	02/19/2026	02/19/2026 00:00:00	33120006	N30D	5. Walk In	Mize, S	Leslie H

LN / Bin	Part# / H/M	Description / LOT / S/N	Quantity ORD	SHP	BKO	U/M / Unit WT	Price / COO	Amount / Applied
		PICKED UP BY JUAN PEREZ **********						
1 1-BKT01 2-BKU04 3-BKT04 4-BKU05	547BAGRMLG **VPN:** BAG_RM_LG_LIN	LARGE READYMIX WASHOUT BAG LINED L42" W42" H43" 1.9CY	5	5	0	EA 10 LBS	$72.99	$364.95

Shipped amount	**$364.95**
Delivery charges/Fuel Surcharges	**$0.00**
Tax amount	**$21.90**
Order total	**$386.85**
Deposit/funds tendered	**$0.00**
Balance due	**$386.85**

**********PACKING SLIP ONLY**********

********** **THIS IS NOT AN INVOICE**********
REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL HARDY SCARBOROUGH (904) 334-9686
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE

PRINT:_____ SIGN : _____

SHIPPED WEIGHT: **50.00 LBS** PULLED BY: _____ CHECKED BY: _____ LOADED BY: _____

For all shipments being transported in WHITE CAP marked vehicles, WHITE CAP is the Carrier and Shipper.
For shipments being transported by unrelated third parties, WHITE CAP is the Shipper.
Download any needed Safety Data Sheets (SDS) online today at
https://www.whitecap.com/help-center/osha-standards-safety-data-sheets

Scan for Terms and Conditions

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply.
Learn more at About.WhiteCap.com.

Invoice

Date	Invoice #
2/24/2026	24979

Jensen's Concrete Pumping, Inc.
801 South Cobb Drive SE
Suite 100
Marietta, Georgia 30060

Bill To
C.W. Matthews Contracting Company, Inc. 1600 Kenview Drive Marietta, GA 30060

Project	P.O. No.	Rep	Terms	Due Date
2614- 10105 Westside Pkwy		MDE	Net 30	3/26/2026

Quantity	Description	Rate	Amount
1	Mobilization	5,000.00	5,000.00
1	2/11/26 - Packers	2,000.00	2,000.00
149	2/11/26 - 4.0 Lifting Foam	220.00	32,780.00
1	2/11/26 - Labor	2,500.00	2,500.00
67	2/12/26 - 4.0 Lifting Foam	220.00	14,740.00
137	2/13/26 - 4.0 Lifting Foam	220.00	30,140.00
80	2/18/26 - 4.0 Lifting Foam	220.00	17,600.00
1	2/18/26 - Patchwork/Cleanup	1,000.00	1,000.00
	Encore Bridge Abutment		
	10105 Westside Parkway Alpharetta, GA 30009		
	Sales Tax	6.00%	0.00

Thank you for your business.

Total	$105,760.00
Payments/Credits	$0.00
Balance Due	$105,760.00

Phone #	Fax #	E-mail	Web Site
770-644-0066	770-644-0017	miriam@linepump.com	www.pressuregrouting.us

HercRentals™

27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

FINAL INVOICE

INVOICE NO.	INVOICE DATE
36332909-001	02/23/2026
INVOICE AMOUNT	**CURRENCY**
$ 4054.63	USD
CUSTOMER NO.	**TERMS**
4223450	Due Upon Receipt

ACH PAYMENT

Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals

CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PRO CONTROL By Herc Rentals www.HercRentals.com

PAY BY PHONE/QUESTIONS: 877-953-8778

AMOUNT ENCLOSED: $

BILL TO:

C W MATTHEWS CONTR CO INC
P O DRAWER 970
MARIETTA, GA 30061-0970

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
3312-05.0005	57722286	4223450	JAMES HYLAND
ORDERED BY	**DELIVERED BY**	**SIGNED BY**	**CLOSED BY**
STEVE APONIC	HERC	WET SIGNATURE	JADON HANEY

JOB #/SITE: 1 - 400 OVERPASS WOR

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	MINI-EXCAVATOR 14000-19000 LBS DSL CAB IC#: 800318904 CAT/Class: 2401710 Make: VOLVO Model: ECR88D Ser #: VCE00E88P00217197 Hours Free: HR OUT: 1333.000 HR IN: 1346.400 TOTAL: 13.400 FREE: 48.000 EXCESS: 0 HRS CHG: 44.875	8/ 695.00		695.00 8	1795.00 40	4250.00 160	1795.00
1	EXC TLB ATTACH BREAKER 1251-1800 LBS IC#: 800463599 CAT/Class: 2906700 Make: FRD Model: F9FSP-WR Ser #: 10560	8/ 475.00		475.00	1350.00	3250.00	1350.00

SALES ITEMS:

QTY	ITEMS	UNIT	PRICE	AMOUNT
8	REFUEL 3741000001 - REFUEL SERVICE FEE - REVENU	EA	8.50	68.00

Important Fraud Notice:

Beware of potential payment scams. Herc Rentals will not change payment instructions without verification. **Do not** respond to unknown phone numbers or emails requesting changes to your payment information. If you receive a request to update payment or banking details, please contact your Herc Rentals representative using known contact information.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
400 OVERPASS WORK
10105 WESTSIDE PKWY
ALPHARETTA, GA 30009

RENTED FROM:
HERC RENTALS 339
1013 SANDY PLAINS ROAD
MARIETTA, GA 30066
PH: 770-423-0700

RENTAL DAYS:		7
INVOICE FROM:	2/12/26	8:01
INVOICE TO:	2/19/26	8:00

RENTAL START DATE: 2/12/26 8:00

	Original	Adjustment	Total
RENTAL CHARGES	3145.00		3145.00
FUEL CHARGES	68.00		68.00
DELIVERY/PICK UP	550.00		550.00
TAXABLE CHARGES	3763.00		3763.00
TAX	291.63		291.63
TOTAL CHARGES	4054.63		4054.63

LATE CHARGES MAY APPLY

CUSTOMER #: 4223450 RES/QUOTE #:57722286 INVOICE #: 36332909-001 INVOICE DATE: 02/23/2026



How doers get more done.

COMMENTS PLEASE CONTACT STORE MANAGER
STEPHANIE CURTIS@HOMEDEPOT.COM

0149 00002 23586 02/10/26 09:59 AM
SALE CASHIER ZULEMA

048834000261 PEA PEBBLES <A>
VIGORO PEA PEBBLES .5CU FT
10@5.74 57.40
820909992370 5X24 MIXER <A>
ANVIL 5X24 PROFESSIONAL MIXER
2@24.98 49.96
074985001543 GREAT STUFF <A>
12 OZ GREAT STUFF
4@4.48 17.92
084389161255 6PNTTRWL <A> 19.97
6X2 3/4" GOLDBLATT POINT TROWEL
084389161316 STNLSTLEDGR <A> 16.97
6X3" GOLDBLATT STEEL EDGER 1/2"
084305355546 HOMER BUCKET <A>
5GAL HOMER BUCKET
6@3.98 23.88

SUBTOTAL 186.10
SALES TAX 14.42
TOTAL $200.52
XXXXXXXXXXXX6877 HOME DEPOT
USD$ 200.52
AUTH CODE 010031/5021446 TA

CW MATTHEWS CONTRACTING
CAMPOS M MARCO
Chip Read
AID A0000000049999D84003[illegible] HD PLCC PROX

PRO XTRA MEMBER [illegible]

PRO XTRA ###-###-7914 SUMMARY

2026 PRO XTRA SPEND 02/09: $111,287.84

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO $100. Learn more at homedepot.com/credit

0149 02/10/26 09:59 AM

0149 02 23586 02/10/2026 6615

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	02/10/2027



How doers get more done.

COMMENTS PLEASE CONTACT STORE MANAGER
STEPHANIE CURTIS@HOMEDEPOT.COM

0149 00028 92628 02/12/26 11:07 AM
SALE CASHIER ADAWNA

755625047274 6LB SLEDGE <A> 31.34
HUSKY 6LB FG HDL SLEDGE HAMMER
764666508668 8D DUPLEX <A> 88.46
8D 2-1/4" DUPLEX BUCKET 30LB.
0000-440-773 PEA PEBBLES <A>
VIGORO PEA PEBBLES .5CU FT
50@5.74 287.00

SUBTOTAL 406.80
SALES TAX 31.53
TOTAL $438.33
XXXXXXXXXXXX6877 HOME DEPOT
USD$ 438.33
AUTH CODE 012602/328308O TA

CW MATTHEWS CONTRACTING
VICK STANLEY
Chip Read
AID A0000000049999O8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-7914 SUMMARY
THIS RECEIPT PO/JOB NAME: 33120003

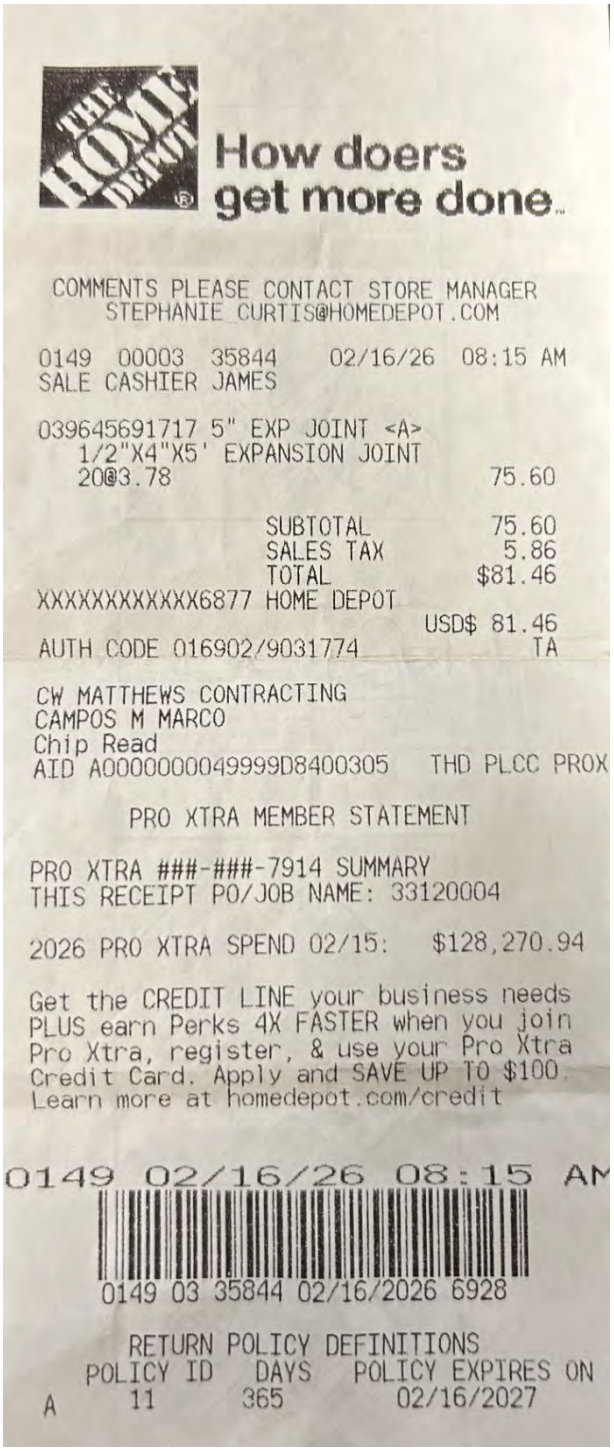
2026 PRO XTRA SPEND 02/11: $119,755.54

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0149 02/12/26 11:07 AM

0149 28 92628 02/12/2026 5206

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/12/2027



How doers get more done.

COMMENTS PLEASE CONTACT STORE MANAGER
STEPHANIE.CURTIS@HOMEDEPOT.COM

0149 00003 35844 02/16/26 08:15 AM
SALE CASHIER JAMES

039645691717 5" EXP JOINT <A>
1/2"X4"X5' EXPANSION JOINT
20@3.78 75.60

SUBTOTAL 75.60
SALES TAX 5.86
TOTAL $81.46
XXXXXXXXXXXX6877 HOME DEPOT
USD$ 81.46
AUTH CODE 016902/9031774 TA

CW MATTHEWS CONTRACTING
CAMPOS M MARCO
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-7914 SUMMARY
THIS RECEIPT PO/JOB NAME: 33120004

2026 PRO XTRA SPEND 02/15: $128,270.94

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Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO $100.
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0149 02/16/26 08:15 AM

0149 03 35844 02/16/2026 6928

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	02/16/2027



How doers get more done.

COMMENTS PLEASE CONTACT STORE MANAGER
STEPHANIE_CURTIS@HOMEDEPOT.COM

0149 00002 34641 02/18/26 02:52 PM
SALE CASHIER STEVEN

008925142874 DIABL07243PK <A> 26.97
DIABLO 7-1/4" 24T FRAMING CSB (3PK)
090489439354 2X6-12 PT 2P <A>
2X6-12FT #2PRIME PT GC WEATHERSHIELD
6@11.68 70.08

SUBTOTAL 97.05
SALES TAX 7.52
TOTAL $104.57
XXXXXXXXXXXX6877 HOME DEPOT
USD$ 104.57
AUTH CODE 018092/7021880 TA

CW MATTHEWS CONTRACTING
VICK STANLEY
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-7914 SUMMARY
THIS RECEIPT PO/JOB NAME: 33120005

2026 PRO XTRA SPEND 02/17: $134,053.54

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0149 02/18/26 02:52 PM

0149 02 34641 02/18/2026 2774

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	11	365	02/18/2027

STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: March 23, 2026

AGENDA ITEM:

Ratification of New National Opioids Settlement - Six Remnant Defendants
Consideration and approval of the Mayor's ratification of opting in to the New National Opioids Settlement: Six Remnant Defendants by executing the Combined Subdivision Participation and Release Form.

STAFF RECOMMENDATION:

Ratify the item as presented by staff.

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:

A new proposed national opioids settlement ("Six Remnant Defendants Settlement") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "Remnant Defendant," and, collectively, the "Six Remnant Defendants").

The Combined Subdivision Participation and Release Form (attached) must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for Alpharetta to be included in the initial participation calculations and payment eligibility under the Six Remnant Defendants Settlement.

Approval of this item is a ratification of the participation and release form.

ALTERNATIVES:

Not accept the agreement.

ATTACHMENTS:

1. New National Opioids Settlement - Six Remnant Defendants

Docusign Envelope ID: DA5A471E-0958-472A-A873-424A7A9357BF

Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

New National Opioids Settlement: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Alpharetta city, GA
Reference Number: CL-2015918

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: Monday, May 4, 2026

A new proposed national opioids settlement ("*Six Remnant Defendants Settlement*") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "*Remnant Defendant*," and, collectively, the "*Six Remnant Defendants*"). This package is a follow-up communication to the *Notice of National Opioids Settlement* recently sent electronically.

You are receiving this package, which includes a *Combined Subdivision Participation and Release Form*, because your entity is eligible to participate.

This electronic envelope contains:

- A *Combined Subdivision Participation and Release Form* for the *Six Remnant Defendants Settlement* that your entity is eligible to join, including a release of any claims.

The *Combined Subdivision Participation and Release Form* must be executed, without alteration, and submitted on or before Monday, May 4, 2026, for your entity to be included in the initial participation calculations and payment eligibility under the *Six Remnant Defendants Settlement*.

The MDL Plaintiffs' Executive Committee recommends that subdivisions agree to the settlement. If a subdivision elects to participate in the *Six Remnant Defendants Settlement* by executing the *Combined Subdivision Participation and Release Form*, the subdivision elects to participate in the settlement as to all *Six Remnant Defendants*. A subdivision cannot elect to participate in the settlement as to fewer than all *Six Remnant Defendants*. Based upon *Combined Subdivision Participation and Release Forms* received on or before Monday, May 4, 2026, the participation rate will be used by each *Remnant Defendant* to

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Rubris

7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

individually determine whether participation is sufficient to move forward. If the settlement moves forward, your release will become effective as to all *Remnant Defendants* that determine to move forward. If a *Remnant Defendant* determines not to move forward, your release as to that *Remnant Defendant* will not become effective.

You are encouraged to discuss the terms and benefits of the *Six Remnant Defendants Settlement* with your counsel. Information and documents regarding the *Six Remnant Defendants Settlement*, can be found on the national settlement website at *https://nationalopioidsettlement.com/.* This website will be supplemented if additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Combined Subdivision Participation and Release Form* to the Notice and Claims Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Subdivision Participation and Release Form* electronically through DocuSign will return the signed form to the Notice and Claims Administrator and associate your form with your entity's records. Electronic signature is the most efficient method for returning the *Combined Subdivision Participation and Release Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via Rubris Platform Portal*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link within the New National Opioid Settlement Notice email in order to upload your entity's *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal.

(3) *Manual Signature returned via electronic mail*: If your entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be returned via electronic mail to *opioidsparticipation@rubris.com*. Please include the name, state, and reference ID of your entity in the body of the email and use the subject line *Combined Subdivision Participation and Release Form* – [Entity Name, Entity State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Subdivision Participation and Release Form*, including changing the authorized signer, can be found at National Opioid Settlement Website. You may also contact *opioidsparticipation@rubris.com*.

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7900 Westpark Drive
Suite A100
McLean, VA 22102
(571) 397-2050
www.rubris.com

The sign-on period ends on Monday, May 4, 2026.

If you have any questions about executing the *Combined Subdivision Participation and Release Form,* please contact your counsel or the Notice and Claims Administrator at *opioidsparticipation@rubris.com***.**

Thank you,
Notice and Claims Administrator

The Notice and Claims Administrator is retained to provide the settlement notice required by the settlement agreement referenced above and to manage the collection of settlement participation forms from the settlement.

Docusign Envelope ID: DA5A471E-0958-472A-A873-424A7A9357BF

EXHIBIT G

Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Alpharetta city		State: GA
Authorized Official: Mayor Jim Gilvin		
Address 1: 2 Park Plaza		
Address 2:		
City, State, Zip: Alpharetta	Georgia	30009
Phone: (678) 297-6399		
Email: Jgilvin@alpharetta.ga.us		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



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Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: DocuSigned by: 2DC5226B6FD44FB...

Name: Jim Gilvin

Title: Mayor

Date: 3/11/2026

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: March 23, 2026

AGENDA ITEM:

Premises Use Agreement: Alpharetta Methodist Church and the City of Alpharetta
Consideration and approval of the Premises Use Agreement between the City of Alpharetta and Alpharetta Methodist Church located at 69 N. Main Street, permitting the use of the parking lot for Taste of Alpharetta 2026.

STAFF RECOMMENDATION:

Approve a Premises Usage Agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., permitting the use of the Cumming Street Parking Lot for the 2026 Taste of Alpharetta and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Background:
As in years past, the City of Alpharetta is requesting a usage agreement for the Alpharetta First Methodist Church parking lot located at 69 North Main Street, Alpharetta, GA for the annual Taste of Alpharetta event on May 14th, 2026, from 8:00 a.m. to 11:59 p.m. Due to the attendance of this event, additional parking, beyond existing public parking, is required to accommodate the attendees of the event.

There is no charge for the City to utilize this parking lot, unless additional cleanup of the property is required, which will be billed at $30.00 per hour.

Recommendation Explanation:
Staff recommends approval of the premises usage agreement. If the Mayor and Council approve the agreement presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

Deny approval of the premises usage agreement and forego the opportunity for additional parking at Alpharetta First Methodist Church.

ATTACHMENTS:

1. Alph - AMC-TOA - Premises Usage Agreement 2026

PREMISES USAGE AGREEMENT

This Premises Usage Agreement ("Agreement") is entered into this _____ day of _____, 202___ by and between Alpharetta Methodist Church, Inc. ("Grantor") and City of Alpharetta ("Grantee").

Scope of Permitted Use

Subject to the terms and conditions set forth below, Grantor hereby grants Grantee a revocable right to use the Alpharetta Methodist Church's Main Lot, located at 69 North Main Street, Alpharetta, Georgia ("Premises") for the purpose of parking vehicles belonging to the vendors of Taste of Alpharetta ("Permitted Use"). Grantee's use of the Premises shall at all times be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit A.

Term of Agreement

Grantee shall be permitted to use the Premises from Thursday, May 14, 2026, commencing at 8:00 a.m. and ending at 11:59 p.m. Grantee agrees to return the Premises at the conclusion of the event in the same condition as when given usage.

Grantee acknowledges that Grantor uses the Premises at various dates and times for religious services, weddings, funerals, youth, administrative activities and related reasons, and Grantor may preempt Grantee's use of the Premises at any time and for any reason upon reasonable notice to Grantee.

Either party shall have the right to terminate this Agreement and revoke the right of use at any time, for any reason, or for no reason, and termination of the Agreement shall be effective upon one party providing seven (7) day notice of termination to the other.

Usage Fee and Deposit

Grantee shall pay Grantor a usage fee of $0 prior to its use of the Premises ("Fee"). If Grantee is prevented from using the Premises in accordance with this Agreement, Grantor will refund any paid and unused Fee.

Grantee shall pay Grantor a separate security deposit in the amount of $0 upon executing this Agreement, which will be applied toward any damage caused by Grantee's use of the Premises ("Security Deposit"). Any unapplied Security Deposit shall be refunded to Grantee.

Insurance

Grantee shall provide and keep in force during the term of this Agreement, for the benefit of Grantor or any other persons or entities reasonably designated by Grantor, comprehensive general liability insurance provided by a company selected by Grantee and satisfactory to Grantor, for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interests of Grantor and Grantee and any reasonable designees of Grantor. Grantee shall deliver certificates of such insurance to Grantor before using the Premises, and in any event, within 30 days after the signing of this Agreement. All such policies shall include a provision that Grantor shall receive at least thirty (30) days advance

notice prior to material changes or cancellation thereof.

Delivery of Premises and Alterations

Grantee agrees to use of the Premises in "as is" condition without any obligation of Grantor to make any repairs, alterations, or modifications to the Premises. Grantee shall not make any alterations or modifications to the Premises unless approved in advance in writing by Grantor.

Maintenance of Premises

Grantee shall at all times keep and maintain the Premises and any furniture and equipment therein, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition and in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit A. Grantee shall be liable to Grantor for damage to Grantor's property resulting from Grantee's use of the Premises.

Assignment

Grantee shall not assign this Agreement, nor permit use of the Premises by anyone other than Grantee.

Indemnification

Grantee shall use the Premises at Grantee's sole risk. Grantee shall keep the Premises free of all liens and claims of lien that may arise from any act or omission on the part of Grantee. Except for damages caused by Grantor's negligence, Grantee shall indemnify, defend and hold harmless Grantor, and Grantor's contractors, employees, agents and invitees, from all claims, damages, or liabilities for injury to persons or property, including, without limitation, reasonable attorney's fees which may arise out of Grantee's use of the Premises. Grantee shall and does hereby release Grantor from and against all claims of any nature arising out of or related to Grantee's use of the Premises. This paragraph shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

Limited Right of Use

This Agreement grants a limited and specified personal right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either party under this Agreement or in reliance upon this Agreement, does not and shall not create or convey a partnership, joint venture, lease, easement, estate, or property interest between the parties. By entering into this Agreement and permitting Grantee's use of the Premises, Grantor does not in any way endorse Grantee's organization.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

_____	**CITY OF ALPHARETTA**
("GRANTOR")	**("GRANTEE")**
By: Christopher Day	By: _____
Title: Executive Pastor	Jim Gilvin, Mayor
Date: _____	Date: _____

Approved as to Substance:

By: _____

Chris Lagerbloom, City Administrator

Approved as to Form:

By: _____

City Attorney

EXHIBIT A: RULES AND REGULATIONS

As a condition of this Agreement, Grantee shall prevent the following list of prohibited activities or uses of the Premises:

1. Use of the Premises for any illegal purpose.
2. Use which creates fire, explosive or environmental hazards.
3. Use which generates, stores, treats, disposes of, installs or otherwise causes or permits any hazardous substances to be brought upon or kept or used in or on the Premises.
4. Use which creates or permits a nuisance or trespass.
5. Use which produces, emanates, or transmits odors, fumes, dust or vapors which are detectable outside the Premises, or which are strong, unusual, offensive or otherwise objectionable.
6. Use or occupancy by any person under the age of 18 without adequate adult supervision.

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: March 23, 2026

AGENDA ITEM:

Premises Use Agreement: Alpharetta Methodist Church and the City of Alpharetta
Consideration and approval of the Premises Use Agreement between the City of Alpharetta and Alpharetta Methodist Church located at 69 N. Main Street, permitting the use of the parking lot for Wire & Wood 2026.

STAFF RECOMMENDATION:

Approve the premises usage agreement between the City of Alpharetta and the Alpharetta First Methodist Church, Inc. parking lot for Wire & Wood 2026 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

Background:
As in years past, the City of Alpharetta is requesting a usage agreement for the Alpharetta First Methodist Church, Inc. parking lot for the annual Wire & Wood event on October 9th from 8:00 a.m. to 11:59 p.m. and October 10th from 8:00 a.m. to 11:59 p.m. Due to the attendance of this event, it is required to accommodate parking for performers at the event.

Recommendation Explanation:
If the Mayor and Council approve the agreement presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

Deny approval of the premises usage agreement and forego the opportunity for additional parking at Alpharetta First Methodist Church.

ATTACHMENTS:

1. Alph - AMC-WW - Premises Usage Agreement 2026

PREMISES USAGE AGREEMENT

This Premises Usage Agreement ("Agreement") is entered into this _____ day of _____, 202___ by and between Alpharetta Methodist Church, Inc. ("Grantor") and City of Alpharetta ("Grantee").

Scope of Permitted Use

Subject to the terms and conditions set forth below, Grantor hereby grants Grantee a revocable right to use the Alpharetta Methodist Church's Student Lot, located at 59 North Main Street, Alpharetta, Georgia ("Premises") for the purpose of parking vehicles belonging to the vendors of Wire & Wood Songwriters Festival ("Permitted Use"). Grantee's use of the Premises shall at all times be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit A.

Term of Agreement

Grantee shall be permitted to use the Premises from Friday, October 9, 2026, to Saturday, October 10, 2026, commencing at 8:00 a.m. and ending at 11:59 p.m each day. Grantee agrees to return the Premises at the conclusion of the event in the same condition as when given usage.

Grantee acknowledges that Grantor uses the Premises at various dates and times for religious services, weddings, funerals, youth, administrative activities and related reasons, and Grantor may preempt Grantee's use of the Premises at any time and for any reason upon reasonable notice to Grantee.

Either party shall have the right to terminate this Agreement and revoke the right of use at any time, for any reason, or for no reason, and termination of the Agreement shall be effective upon one party providing seven (7) day notice of termination to the other.

Usage Fee and Deposit

Grantee shall pay Grantor a usage fee of $0 prior to its use of the Premises ("Fee"). If Grantee is prevented from using the Premises in accordance with this Agreement, Grantor will refund any paid and unused Fee.

Grantee shall pay Grantor a separate security deposit in the amount of $0 upon executing this Agreement, which will be applied toward any damage caused by Grantee's use of the Premises ("Security Deposit"). Any unapplied Security Deposit shall be refunded to Grantee.

Insurance

Grantee shall provide and keep in force during the term of this Agreement, for the benefit of Grantor or any other persons or entities reasonably designated by Grantor, comprehensive general liability insurance provided by a company selected by Grantee and satisfactory to Grantor, for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interests of Grantor and Grantee and any reasonable designees of Grantor. Grantee shall deliver certificates of such insurance to Grantor before using the Premises, and in any event, within 30 days after the signing of this Agreement. All such policies shall include

a provision that Grantor shall receive at least thirty (30) days advance notice prior to material changes or cancellation thereof.

Delivery of Premises and Alterations

Grantee agrees to use of the Premises in "as is" condition without any obligation of Grantor to make any repairs, alterations, or modifications to the Premises. Grantee shall not make any alterations or modifications to the Premises unless approved in advance in writing by Grantor.

Maintenance of Premises

Grantee shall at all times keep and maintain the Premises and any furniture and equipment therein, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition and in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit A. Grantee shall be liable to Grantor for damage to Grantor's property resulting from Grantee's use of the Premises.

Assignment

Grantee shall not assign this Agreement, nor permit use of the Premises by anyone other than Grantee.

Indemnification

Grantee shall use the Premises at Grantee's sole risk. Grantee shall keep the Premises free of all liens and claims of lien that may arise from any act or omission on the part of Grantee. Except for damages caused by Grantor's negligence, Grantee shall indemnify, defend and hold harmless Grantor, and Grantor's contractors, employees, agents and invitees, from all claims, damages, or liabilities for injury to persons or property, including, without limitation, reasonable attorney's fees which may arise out of Grantee's use of the Premises. Grantee shall and does hereby release Grantor from and against all claims of any nature arising out of or related to Grantee's use of the Premises. This paragraph shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

Limited Right of Use

This Agreement grants a limited and specified personal right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either party under this Agreement or in reliance upon this Agreement, does not and shall not create or convey a partnership, joint venture, lease, easement, estate, or property interest between the parties. By entering into this Agreement and permitting Grantee's use of the Premises, Grantor does not in any way endorse Grantee's organization.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

("GRANTOR")	**CITY OF ALPHARETTA ("GRANTEE")**
By: Christopher Day	By:
Title: Executive Pastor	Jim Gilvin, Mayor
Date: ~~4/19/2024~~	Date:

Approved as to Substance:

By:

Chris Lagerbloom, City Administrator

Approved as to Form:

By:

City Attorney

EXHIBIT A: RULES AND REGULATIONS

As a condition of this Agreement, Grantee shall prevent the following list of prohibited activities or uses of the Premises:

1. Use of the Premises for any illegal purpose.
2. Use which creates fire, explosive or environmental hazards.
3. Use which generates, stores, treats, disposes of, installs or otherwise causes or permits any hazardous substances to be brought upon or kept or used in or on the Premises.
4. Use which creates or permits a nuisance or trespass.
5. Use which produces, emanates, or transmits odors, fumes, dust or vapors which are detectable outside the Premises, or which are strong, unusual, offensive or otherwise objectionable.
6. Use or occupancy by any person under the age of 18 without adequate adult supervision.

STAFF REPORT

Department: Legal
Submitted By:
Meeting Date: March 23, 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 23, 2026

AGENDA ITEM: MP-26-01/CU-26-01 SPIRIT OF GOD CHURCH/WINDWARD MASTER PLAN POD 16

The applicant, Spirit of God Church, is requesting a master plan amendment and conditional use to operate a 'Church, Synagogue' in an existing 18,207 square foot office/industrial building. 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 Spirit of God Church to operate a 'Church, Synagogue' on the subject property. The subject property is located at 145 Nobel Court.

This item was considered at the February 5, 2026 & March 5, 2026 Planning Commission meetings. There were public comments in favor and in opposition at the two (2) meetings. Those in opposition had concerns over parking, compatibility of church use with existing businesses, and security concerns. At the February 5th meeting, the Planning Commission deferred the applicant's request to the March 5, 2026 Planning Commission meeting. Vote 7-0. At the March 5th meeting, the Planning Commission recommended approval of the applicant's request subject to the staff recommended conditions. Vote 4-3.

STAFF RECOMMENDATION:

Approve MP-26-01/CU-26-01 Spirit of God Church/Windward Master Plan Pod 16, subject to the following conditions:

1. 'Church, Synagogue' shall be added as a conditional use in Pod 16 of the Windward Master Plan.
2. 'Church, Synagogue' shall be an approved use by the City of Alpharetta at 145 Nobel Court with a maximum seating capacity of no more than 124 seats in the primary sanctuary of the church. Seating capacity is based on a total of 62 parking spaces on the property. If parking spaces are removed, an equivalent amount of seating capacity shall be reduced in compliance with the City's parking requirements.
3. There shall be no 'Church, Synagogue' permitted on the subject property, except for a 'Church, Synagogue' operated by Spirit of God Christian Church, Inc. In the event that a 'Church, Synagogue' is not operated by the Spirit of God Christian Church, Inc., then the City may initiate appropriate application to terminate the Conditional Use Permit for said operation and any zoning condition amendments consistent with such action, and the City shall comply with all necessary procedural requirements of the City's Unified Development Code and the state Zoning Procedures Law.
4. There shall be no day care center or academic school operated on the property.
5. In an effort to avoid traffic and parking conflicts between the church's operations, office/industrial tenant operations on the subject property, and business operations on surrounding and nearby properties, the church's primary worship service(s) in the sanctuary shall be limited to Saturday and Sunday. Additional weekday church activities, except for the operations of church administrative offices and minor worship and church activities, shall be scheduled at 5 PM or after if needed to avoid conflict with parking and traffic constraints to the maximum extent practicable. Nothing contained herein shall preclude special events, such as Easter, Christmas, or other seasonal activities or worship services.
6. If the existing loading dock will be utilized, the 2 parking spaces in the loading dock area and the 3 parking spaces directly south of the loading area shall be marked with signage stating, "No Parking on the Weekday", as approved by Staff.
7. Property owner shall replace missing landscaping, such as trees in parking lot tree island, if there are no utility conflicts, as approved by Staff.
8. Church/applicant shall hire an off-duty officer to control traffic, if required by the City due to traffic impacts during services.
9. Dumpster shall be located in a masonry enclosure with opaque metal gate, with final approval by Staff.
10. Outside speakers shall be prohibited. For purposes of this condition, a speaker shall mean a non-portable device which is capable of producing or reproducing sound, such as music or a person's voice, from an amplified or combined sound source and is projected out to an audience.

ITEM DESCRIPTION:

The submitted request, if approved, would allow Spirit of God Church to operate a 'Church, Synagogue' in an existing 18,207 square foot office/industrial building. 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 Spirit of God Church to operate a 'Church, Synagogue' at the subject property. The subject property is located at 145 Nobel Court.

The 1.62-acre property is zoned CUP (Community Unit Plan) and is subject to the Windward Master Plan Pod 16. The two (2) story building was developed in 2000 as an office/industrial space. The subject property and surrounding properties are zoned CUP subject to the Windward Master Plan. Sierra-Cedar is located to the west, an undeveloped parcel is located to the north and west, Georgia Power is located to the east, and Chemence Corporate Headquarters and 400 North Business Park are located to the south. The comprehensive land use plan designation of the property is 'Corporate Office'.

The Windward Master Plan was approved in 1980 with a substantial update in 1993 (MP-92-03) for a 3,000+ acre planned community, including residential, commercial, office, industrial and recreational uses. Windward Pod 16 consists of nineteen (19) acres and has a land use designation of 'Business Center', which allows office, research and development, and light industrial (distribution and light manufacturing) uses. As shown in the table below, the Master Plan has been amended on several occasions, including Pods 56 and 66 for 'Church, Synagogue' use.

Windward Master Plan – Past Master Plan Amendments

File #	Project Name	Pod	Requested Change	Outcome	Date
MP-13-04 / CU-13-09	HealthSouth	66	60-bed acute inpatient rehabilitation hospital	Approved	8/26/13
MP-12-08 / CU-12-08	Karate Atlanta	56	Karate School	Denied	9/23/12
MP-11-03 / CU-11-01	Amana Academy	14A	School, Academic	Denied	12/19/11
MP-07-08 / CLUP-07-08	Windward Mill	66	80,000 SF retail, 800,000 SF office, 250-rm hotel (10,000 SF meeting space), 400 For-Sale Condos	Approved	4/28/08
MP-07-07 / CLUP-07-07	1st Baptist Church	66	Church and associated uses	Approved	10/22/07
MP-06-14 / CU-06-04	Habakkuk Center	56	Church	Approved	1/22/06
MP-04-02 / CU-04-02	Comprehensive Martial Arts	56	Personal Training Studio with Office	Approved	6/21/04
MP-01-08	Source Fitness	14A	Health Club	Approved	9/24/01

According to the application, Spirit of God Church is a non-denominational Christian church with a congregation of approximately 200 members, of which approximately 60% attend services virtually. The church is currently holding worship services at the Doubletree Hotel in Roswell. The church proposes to occupy approximately 2,000 square feet of the existing building and lease up to 16,000 square feet of the building to an office/industrial user. The applicant proposes an assembly area with a maximum seating capacity of 128 seats to be utilized for worship services. According to the applicant, the church will be open on Sundays from 9:00 AM to 3:00 PM with one (1) worship service at 10:00 AM, and church hours on the weekdays from 9:00 AM to 9:00 PM. Church staff will include five (5) to ten (10) employees. The applicant states that improvements to the property will include interior renovations to the building for a worship center and fellowship hall, re-stripe the parking lot, and upgrades to the landscaping.

The Unified Development Code (UDC) requires one (1) parking space for each two (2) seats in the primary assembly room for a church, or 64 spaces for the 128-seat church. The remaining portion of the building (up to 16,000 square feet) to be leased to an office/industrial user requires one (1) parking space per 250 square feet for professional office space and one (1) parking spaces per 1,000 square feet for industrial use, or approximately 40 parking spaces. Office/industrial uses will operate during the weekday with church worship service primarily held on Sundays. The property is developed with 62 parking spaces. Therefore, the church should be limited to no more than 124 seats in the primary assembly room in order to comply with the City's minimum parking requirements.

TRAFFIC

Church worship services will be on Sundays when surrounding businesses are not operating and will not have significant impacts on the surrounding road network. The subject property is currently approved for office/industrial use; therefore, there would be no change to the current peak hour trips generated by those uses.

STANDARDS FOR MASTER PLAN AMENDMENTS

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 applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with flex office/warehouse buildings. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with flex office/warehouse buildings. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: The proposal should not have significant impacts on the natural environment. The applicant proposes to re-use an existing building and there are no impacts on trees.

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

Response: The subject property is approved for office/industrial use. The church's peak trip generation will be on Sundays when surrounding properties are not operational. In addition, 'Church, Synagogue' has been added as a conditional use in the Windward Master Plan in Pods 56 and 66.

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

Response: The proposal should not have significant impacts on public facilities and services. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: The subject property is approved for office/industrial use. The church's peak trip generation will be on Sundays when surrounding properties are not operational. In addition, 'Church, Synagogue' has been added as a conditional use in the Windward Master Plan in Pods 56 and 66.

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

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

CONDITIONAL USE REVIEW CRITERIA

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

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

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

Response: The subject property has access from the Nobel Court cul-de-sac. Nobel Court is located off Alderman Drive, which connects to Windward Parkway to the west and Windward Concourse to the east. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation. Therefore, the proposed church would not negatively impact traffic or pedestrian safety.

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

Response: The above-referenced improvements are generally provided on the subject property. If approved, the dumpster should be housed in an enclosure, and the church should be limited to no more than 124 seats in order to comply with the City's minimum parking requirements.

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

Response: The proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: Not applicable.

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

Response: The proposal should not impede the normal and orderly development of surrounding properties, which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: The location and character of the 'Church, Synagogue' is appropriate as it relates to the use and development of adjacent or nearby properties which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.

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

Response: There are no 'Church, Synagogue' uses in the immediate area and no conflicting uses.

CONCURRENCES

Staff reviewed the applicant's proposal in consideration of the review criteria for a master plan amendment and conditional use. The applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are primarily developed with office/industrial uses. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation, and the use is supported by sufficient on-site parking. In addition, 'Church, Synagogue' has been added as a conditional use in the Windward Master Plan in Pods 56 and 66. If approved, the dumpster should be housed in an enclosure, and the church should be limited to no more than 124 seats in order to comply with the City's minimum parking requirements.

CITIZEN PARTICIPATION PLAN

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

Staff received correspondence from surrounding properties with concerns over insufficient public notification; church use conflicts with Windward Business Center Association Declaration of Covenants, Conditions, and Restrictions; negative impact on surrounding property values; security concerns at surrounding properties; insufficient parking at church property; overflow parking on surrounding properties; and irregularities and errors in the applicant's application and staff report. In addition, the Windward Business Center Association, Inc.

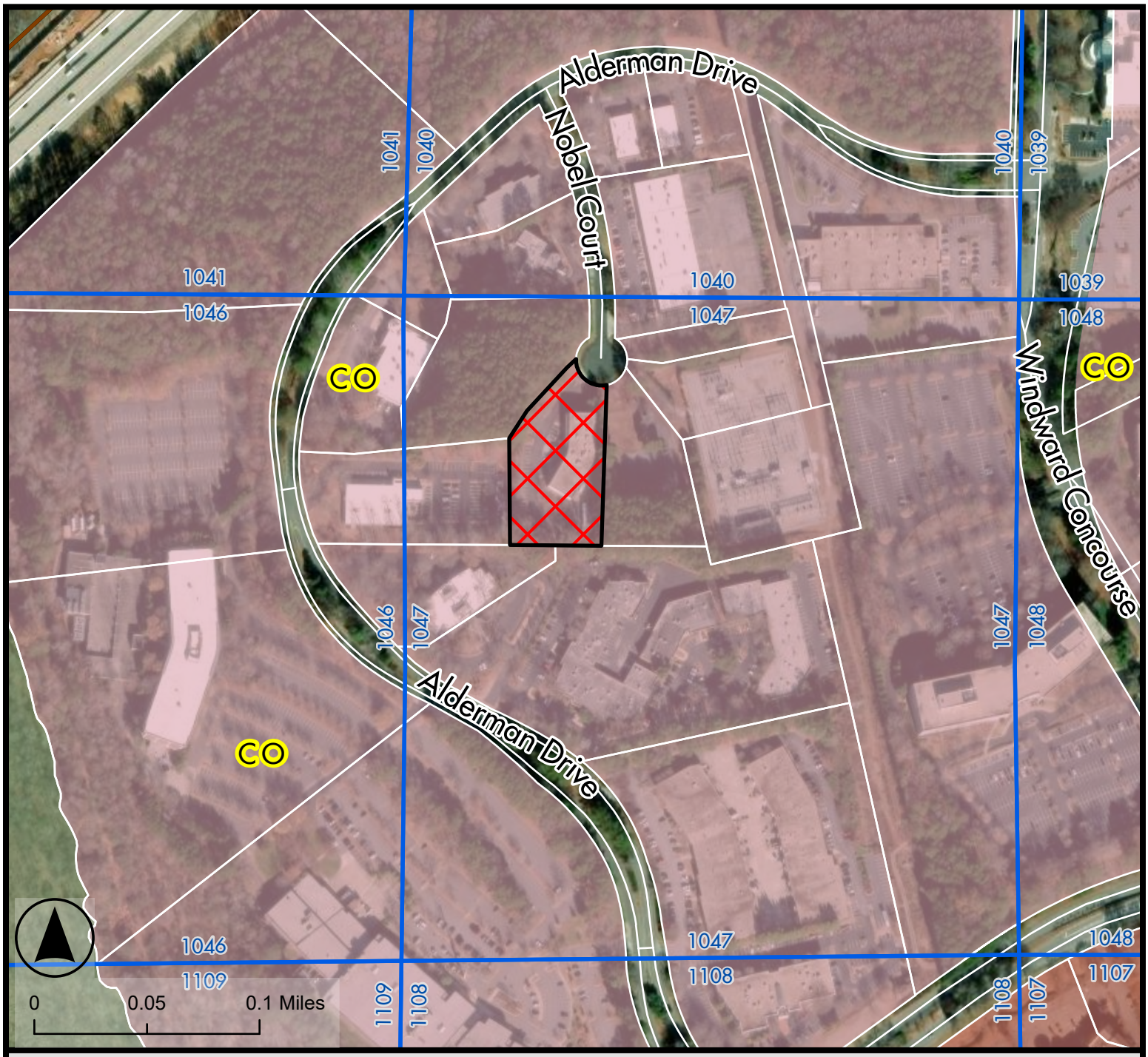
provided a letter requesting that Planning Commission defer the applicant's request to allow impacted parties sufficient time to evaluate the applicant's request.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on January 14, 2026. There were no public comments on the sign-in sheet.

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

MP-26-01, CU-26-01



Future Land Use Map

Spirit of God Church/Windward MP

MP-26-01, CU-26-01

D/LL: 2/1/1047

PC: 2/5/2026

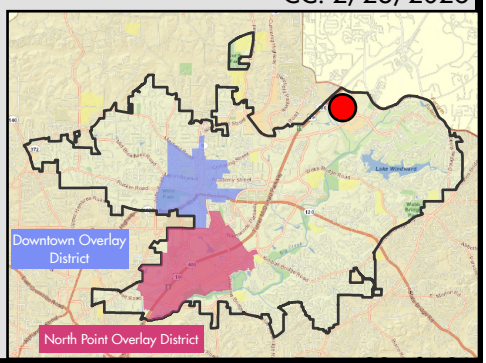
CC: 2/23/2026

Legend

- MP-26-01, CU-26-01
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

- Commercial
- Corporate Office
- Parks, Recreation, Open Space

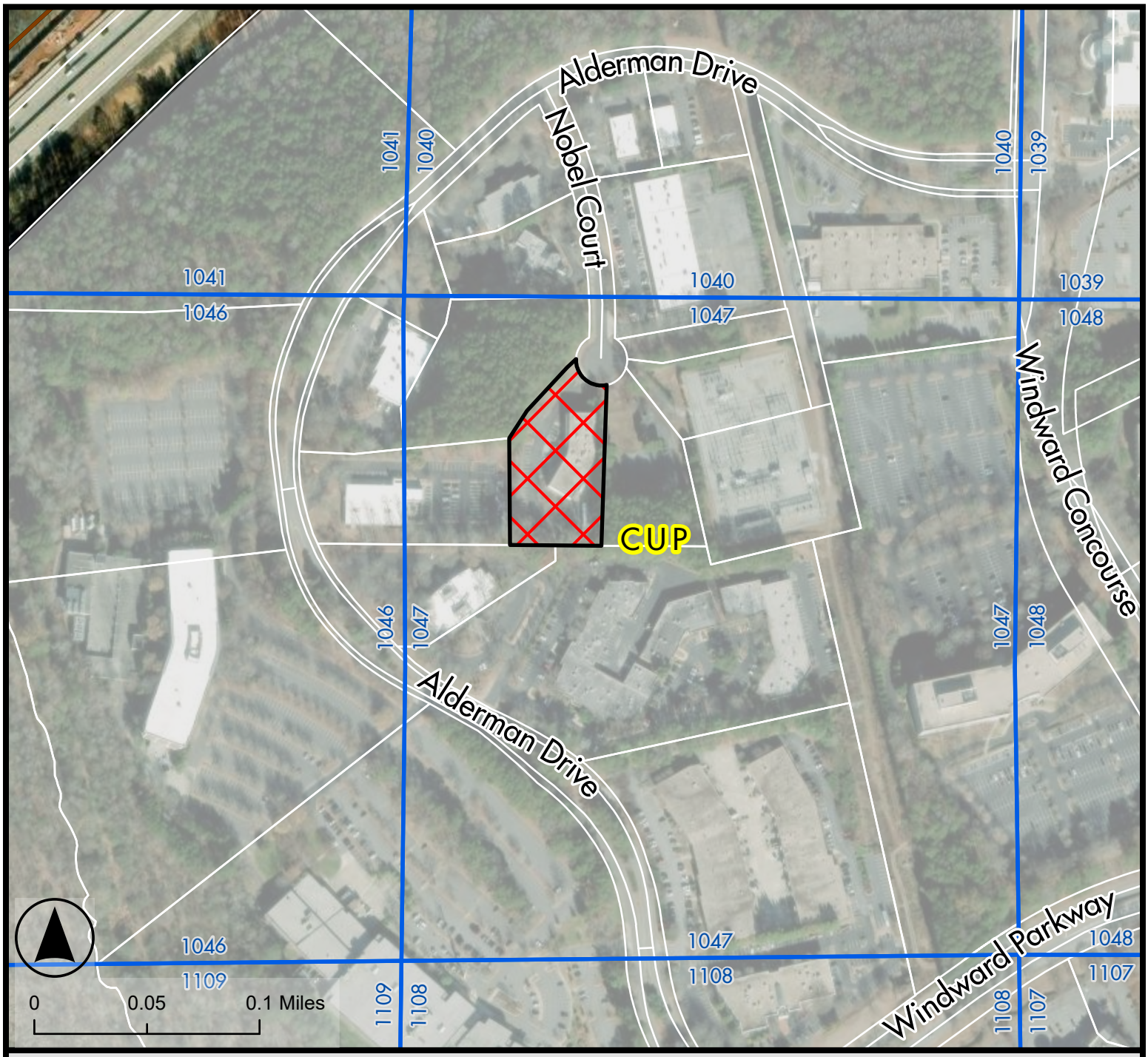


THE CITY OF ALPHARETTA GEORGIA

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

Location Map Provided by: Community Development - GIS

MP-26-01, CU-26-01



Zoning Map

Spirit of God Church/Windward MP

MP-26-01, CU-26-01

D/LL: 2/1/1047

PC: 2/5/2026

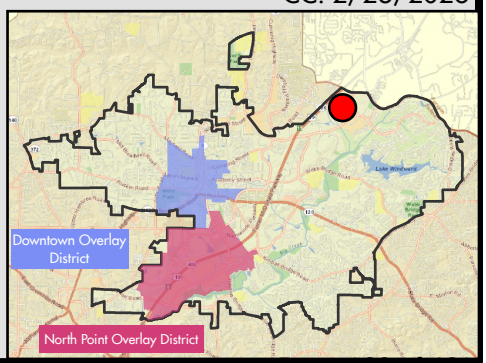
CC: 2/23/2026

Legend

- MP-26-01, CU-26-01
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- CUP Community Unit Plan

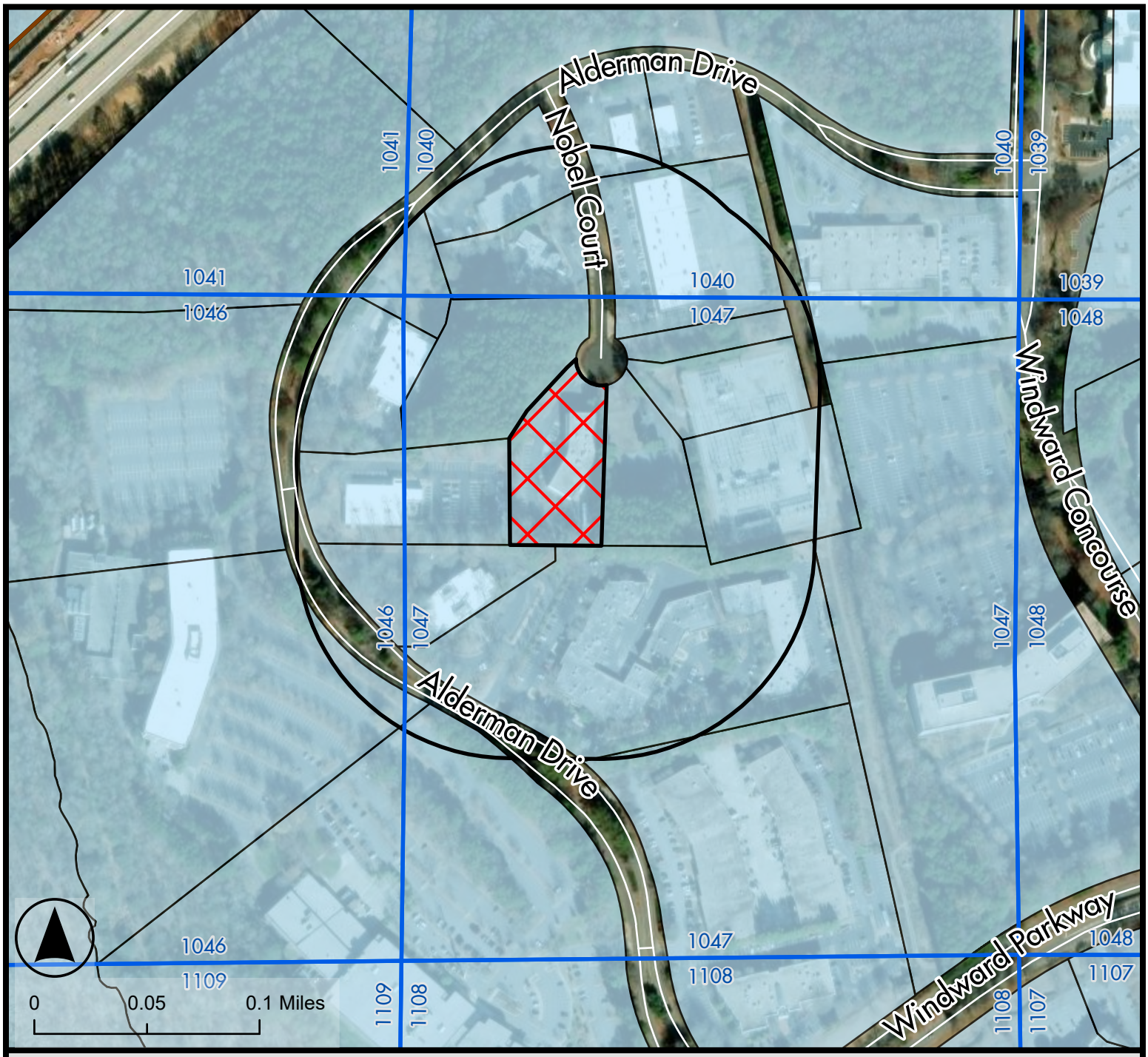


THE CITY OF ALPHARETTA GEORGIA

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

Location Map Provided by: Community Development - GIS

MP-26-01, CU-26-01



Location Map

Spirit of God Church/Windward MP

MP-26-01, CU-26-01

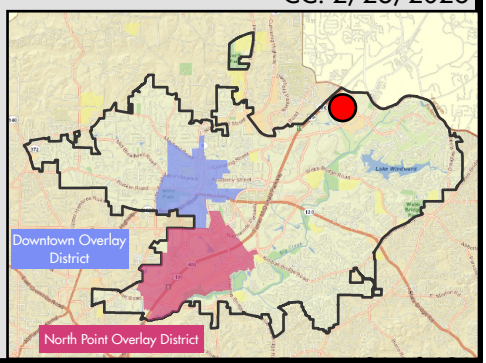
D/LL: 2/1/1047

PC: 2/5/2026

CC: 2/23/2026

Legend

- MP-26-01, CU-26-01
- Land Lots
- Tax Parcels
- 500 ft Buffer
- Alpharetta City Limits

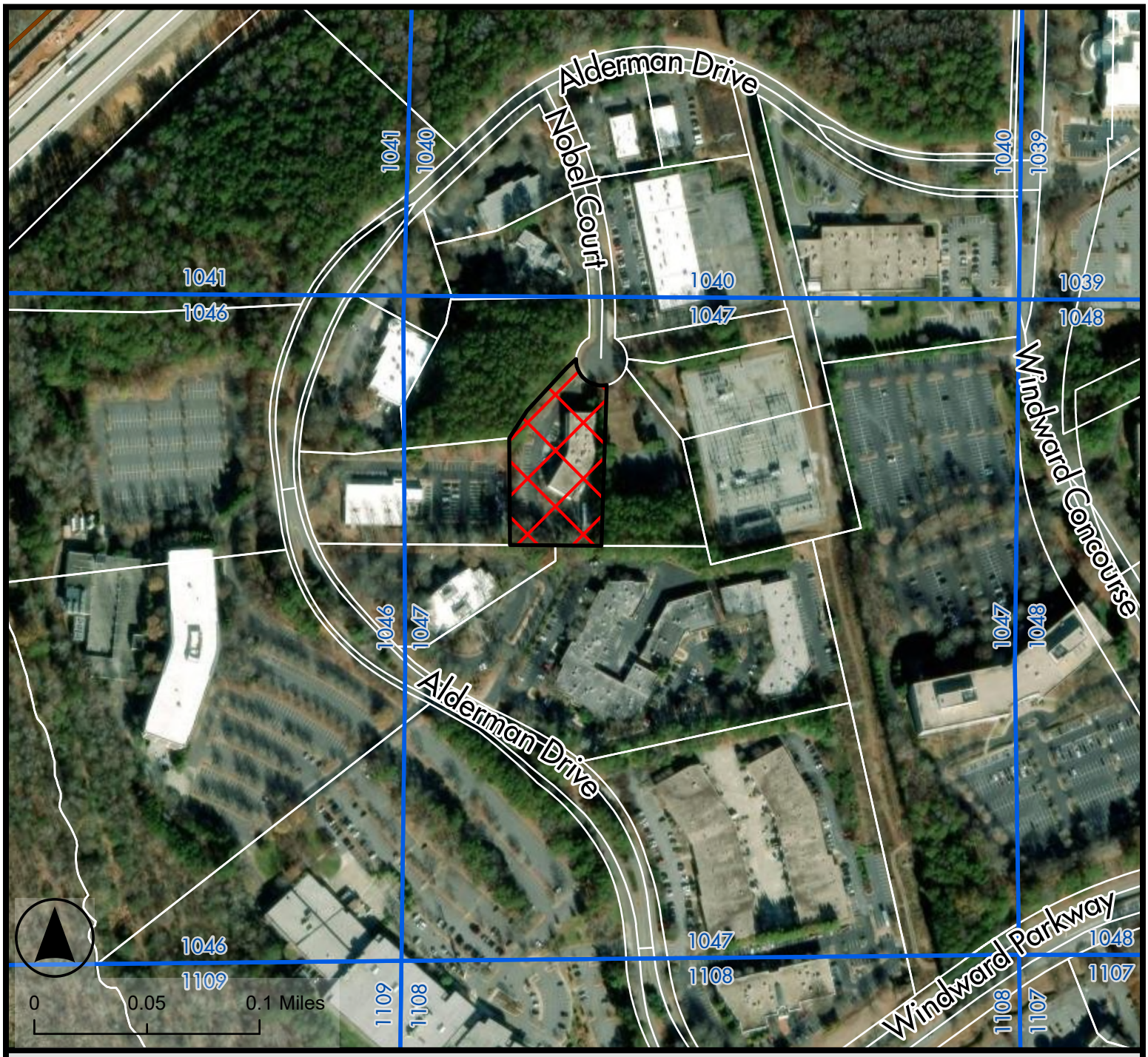


THE CITY OF ALPHARETTA GEORGIA

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

Location Map Provided by: Community Development - GIS

MP-26-01, CU-26-01



Aerial Map

Spirit of God Church/Windward MP

MP-26-01, CU-26-01

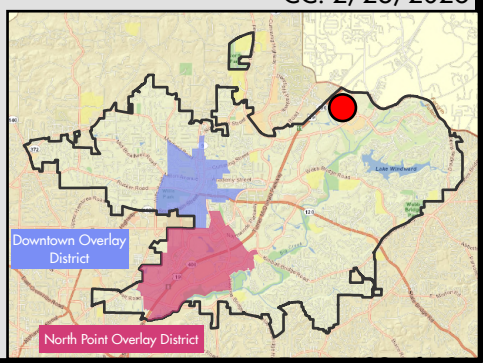
D/LL: 2/1/1047

PC: 2/5/2026

CC: 2/23/2026

Legend

- MP-26-01, CU-26-01
- Land Lots
- Tax Parcels
- Alpharetta City Limits



THE CITY OF ALPHARETTA GEORGIA

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

Location Map Provided by: Community Development - GIS

Community Zoning Information Meeting (CZIM) January 14, 2026

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

MP-26-01/CU-26-01 / Spirit of God Church/Windward MP

NAME	ADDRESS	COMMENTS

NO COMMENTS~

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: MP-26-01/CU-26-01 Spirit of God Christian Church/Windward MP Pod 16

Contact Name: Randall G. Knighton Telephone: (404)245-0900

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

None

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

- ☐ Letter
- ☐ Personal Visits
- ☐ Telephone
- ☐ Group Meeting
- ☐ Email
- ☐ Other *(Please Specify)* _____

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

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

Signature of **Authorized Agent**: Randall G. Knighton Date: 1/15/2026

Print Form

SPIRIT OF GOD
CHRISTIAN CHURCH

December 23, 2025

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

RE: **MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16**

Dear Property Owner:

Please allow this letter to serve as public notice for 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 Christian 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.

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday, January 14, 2026 at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is Located at 2 Park Plaza, Alpharetta, GA, 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The item will be considered by the Planning Commission on **Thursday, February 5, 2026 at 6:30 PM**. and **City Council on Monday, February 23, 2026, at 6:30 PM**. The meetings will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.
.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at rknighton@spiritofgodcc.org.

Sincerely,

Pastor Randall G. Knighton, M.Div.

P.O Box 2670 • Alpharetta, GA 30023 • (770)777-6889 Phone
WWW.SPIRITOFGODCC.ORG

ACCENTOR LTD CO
185 BLUEGRASS VALLEY PKWY
ALPHARETTA GA 30005

ADE 828 LLC
8725 GLASGOW POINTE DR
DULUTH GA 30097

ALDERMAN DRIVE HOLDINGS LLC
1255 ALDERMAN DR
ALPHARETTA GA 30005

B & K TAMVACAKIS
REVOCABLE TRUST THE
1795 RIVERSIDE RD
ROSWELL GA 30076

CMB INDUSTRIES LLC
54 SAW TIMBER DR
HILTON HEAD ISLAND SC 29926

ELVATION REAL ESTATE LLC
1475 ALDERMAN DR
ALPHARETTA GA 30005

GA POWER COMPANY
110 NOBLE CT # ST100
ALPHARETTA GA 30005

GEORGIA POWER COMPANY
241 RALPH MCGILL BLVD NE
ATLANTA GA 30308

LEXISNEXIS RISK SOLUTIONS INC
300 CONNELL DR STE 1200
BERKELEY HEIGHTS NJ 07922

MERITEX ATLANTA INDUSTRIAL II LLC
24 UNIVERSITY AVE NE STE 200
MINNEAPOLIS MN 55413

METIC HOLDINGS LLC
105 NOBEL CT
ALPHARETTA GA 30005

MLOT LLC
4075 A BUFORD HWY BLDG/STE 600 150
DULUTH GA 30096

QHN INC
1455 ALDERMAN DR
ALPHARETTA GA 30005

SETTI HOLDINGS LLC
1275 ALDERMAN DR
ALPHARETTA GA 30005

WINDWARD ACQUISITION DELAWARE LLC
2937 SW 27TH AVE STE 202
MIAMI FL 33133

WINDWARD CAMPUS OWNER LLC
101 MARIETTA ST STE 3175
ATLANTA GA 30303

UNDERWOOD | SCOGGINS
Attorneys at Law

202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040
Phone: 470-995-1776
Fax: 470-998-2684
www.underwoodscoggins.com

jcantrell@underwoodscoggins.com

February 23, 2026

VIA ELECTRONIC MAIL: kcook@alpharetta.ga.us & mwoodman@alpharetta.ga.us
Kathi Cook, Community Development Director
Michael Woodman, Planning & Development Services Manager
City of Alpharetta Planning Commission
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

RE: Alderman Drive Holdings, LLC's Letter in Opposition to Applications MP-26-01/CU-26-01 Filed by Randall Knighton, on Behalf of Spirit of God Christian Church.

Dear Ms. Cook and Mr. Woodman,

As you are aware, our firm has been retained by Alderman Drive Holdings, LLC to address specific concerns regarding the above-referenced Applications. Earlier today, our client submitted its comments and concerns regarding the Staff Report prepared for the original hearing before the Planning Commission on February 5, 2026 ("Alderman Letter").

The Alderman Letter referenced four items that would be provided separately. These items include the 1993 Windward Letter of Intent, a 2023 Staff Report and Application for Free Church, a 2007 Staff Report and Application for First Baptist Church of Alpharetta, and the original site plans for 145 Nobel Court (the "Subject Property").

Please find attached hereto the four items referenced in the Alderman Letter. Should you have any problems with the attachments, please don't hesitate to reach out. Thank you for your time and consideration in addressing the concerns outlined in the Alderman Letter.

Sincerely,

Jessica G. Cantrell

JAS/BM/rf

cc: Alderman Drive Holdings, LLC (via email)

Alderman Drive Holdings, LLC
1255 Alderman Drive
Alpharetta, GA 30005

February 23, 2026 **BY EMAIL**

Michael Woodman, Planning & Development Services Manager (mwoodman@alpharetta.ga.us)
Kathi Cook, Community Development Director (kcook@alpharetta.ga.us)
City of Alpharetta
Alpharetta Planning Commission
c/o Community Development Department
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Deficiencies and Process Irregularities concerning Public Hearing Application Planning Commission Meeting – March 5, 2026 at 6:30 p.m; in matter of:

Request for consideration of a Master Plan Amendment and a conditional use permit for 145 Nobel Court in the Windward Business Center

Applicant: Pastor Randall G. Knighton for Spirit of God Christian Church, Inc.
Case Nos.: MP-26-01 / CU-26-01
Project: Spirit of God Church / Windward MP Pod 16

Dear Michael and Kathi:

Alderman Drive Holdings, abutter, objects to the application for Public Hearing submitted by the Applicant in the above matter for several reasons, one of which is addressed in this letter. The issue I've addressed in this letter relates to multiple application deficiencies and extra-regulatory process exceptions.

The Planning Commission is scheduled to hear the above matter on March 5, 2026 (continued from meeting of February 5th) and the matter is scheduled for City Council on March 23, 2026. **We believe the matter is neither ripe nor eligible for Public Hearing on the scheduled dates because of material deficiencies SOGCC's Public Hearing Application, due to exceptions previously made regarding the City's deadlines for complete submission, and because of failure to follow the City's own published/promulgated rules and process regulations.** Alderman Drive Holdings and other adjacent and surrounding property owners are minimally significantly disadvantaged and most likely prejudiced in protection of their rights as a result of the scheduled Public Hearings under these conditions. Georgia Supreme Court case law establishes the principal that the remedy for material deviation/deficiencies in process vis-à-vis public legislation, judicial hearings, and compliance with rules is to effectively start-over and repeat the process.[1]

The City's promulgated rules under the Alpharetta Uniform Development Code (UDC), which are in accordance with Georgia law, already create a high bar for surrounding land-owners who wish to review, express an opinion, or oppose a matter subject to a public hearing. The timeframe for delivery of legal

[1] Newton County v. East Ga. Land & Dev. Co., 296Ga. 18(764 SE2d830) (2014)

notice to adjacent owners, due diligence and discovery by those parties, and filing of required documents to present in opposition at the public hearing are all critical path matters with tight constraints. Because Georgia law establishes minimum periods of notice, nothing prevents the City or an Applicant from informing the interested parties on an earlier time-frame but the reality is that these processes generally follow the minimum requirements. Minimum notices coupled with ambiguous, incomplete, or factually incorrect applications create a moving target for those parties which seek to protect their property and legal right to be heard - and adversely affect the prerequisite necessary step to obtain information sufficient to form an opinion and confer with similarly situated parties. **Opponents are subject to arbitrary and unfair outcomes when tight time frames are, as in this case, combined with extra-regulatory exceptions made in favoring the SOGCC when combined with failure by the City or Applicant to adhere to City's own promulgated rules.**

As one example of the tightness of process timelines on the minimum schedule, consider that for the hearing scheduled on Monday, March 5, 2026, the City is required by ordinance to deliver postmarked notice to adjoining property owners by February 23rd[2]. Given current postage service times in greater Atlanta for first class mail, that notice would be delivered on or about February 27th. Likewise, opponents and their counsel must, in order to preserve their rights under Georgia law, complete and deliver the Disclosure Form to the City 5 days prior to the hearing or by February 28th. If the surrounding neighbors have questions requiring City files, they must also file a FOIA-type request at https://alpharettaga.justfoia.com/publicportal. So, an adjoining/surrounding property owner or the association could have as little as 24 hours after receiving a notice to seek and obtain information, form an opinion, and select and engage legal counsel including clearance of conflict checks. Opposing parties and adjoining property owners, especially those headquartered outside Alpharetta are severely disadvantaged at best and prejudiced with these nearly impossible time frames more specifically when the Applicant and/or the City fail to follow the promulgated deadlines and completeness requirements outlined in the UDC and rules thereunder.

For reference, for parties seeking relevant documents, the 5 information requests submitted by Alderman to the City on this matter achieved rapid response times ranging from 1 to 5 calendar days – quick, turnaround for sure, but not sufficient when a party theoretically only has one day to obtain information in order to preserve their legal rights on a matter.

Response Time for Information Request

Request	Submitted	Received	Elapsed Days	Business Days
CD-66-2026	2/9/2026	2/12/2026	3	3
CD-67-2026	2/9/2026	2/10/2026	1	1
CD-71-2026	2/12/2026	2/17/2026	5	3
CD-78-2026	2/15/2026	2/16/2026	1	0
CD-79-2026	2/15/2026	2/16/2026	1	0
	Average----->		**2**	**1.4**

[2] Alderman acknowledges receipt of City's notice yesterday (February 17th) which was dated February 12 and postmarked on February 13th.

In the matter of Spirit of God Christian Church, staff and commissioners may be inclined to respond that adjoining property owners were afforded earlier notice via posted notice at the property, published notice, and the Applicant furnished notice of a Community Zoning Information Meeting to be held on January 14, 2026. This property is located at the end of a cul de sac and has a vacant lot on either side – the effectiveness of a sign posted there on a front lawn which was likely subsequently relocated (see Appendix) is of dubious effectiveness as is the published notice. There are questions as to when and whether the Applicant mailed notice and there is no evidence in the case file that notices were timely mailed - such as registered or a USPS proof of mailing receipt. Proof of mailings have been found in the zoning case file of similar applications involving a church in Alpharetta. Presumably, in those instances, notices were sent with proof of mailing in order to avoid a situation such as occurred here, where it is not clear that all appropriate parties received notice and thus were afforded information in advance via the intended community meeting.

In short, the City's failure to require a timely and complete application from the Applicant before moving further has resulted in an unfair application of the timelines propounded in the rules saying what "shall" and "must" be done by the Applicant. The application submitted by Spirit of God Christian Church was incomplete and deficient upon submission and remains incomplete – the published case file establishes this as a prima facie matter relative to City's published/promulgated requirements. Similarly, the City's failure to follow promulgated and published procedure is a prima facie matter evidenced by case file including the staff memo submitted to the Commission for the February 5th meeting. As of this writing, there are also unresolved conflicts between statements contained in the submitted application (which were accepted from Applicant in good faith and incorporated into Staff's Report to the Commission). There are also conditions on the site and City's archival plans dealing with the site's original and, we believe currently applicable, entitlements for parking which plans were obtained from the City's own files. Our analysis of a reasonable sample of publicly available and similar submissions made in 2025 and 2026 shows that the deficiencies and exceptions, taken as a whole, on this application for SOGCC relative to other applications are significant in nature and could result in a determination that would prejudice surrounding and adjacent property owners. **See Appendix A.**

Alpharetta's Unified Development Code (UDC) includes definitions – notably in the preamble to the definitions section, it includes the following statement "the following shall apply to the use of words and phrases"…."B. **The word "shall" is always mandatory and not discretionary.**" Similarly, the UDC states that "Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition."

The City's published rules for Public Hearing Applications and the forms adopted pursuant thereto frequently include the mandatory words "shall" and "must". The UDC as cited above provides interpretation guidance as the rules for Public Hearing Applications are promulgated in part therein, but in all cases pursuant to, consistent with, and not in conflict to Section 4.2 of the UDC – particularly 4.2.1 (Initiation), 4.2.2 (Public Hearing Process), and 4.2.3 (Standards for Zoning Changes). The UDC states "All applications shall be submitted to the Director **within filing deadlines** and **on application forms adopted from time to time by the Community Development Department**." Similarly, "…all such applications shall be initiated by the owner of a majority interest in the property affected." By application of the last 2

sentences alone, SOGCC's application should not have been accepted when tendered on or about December 1, 2025.

As shown on the following Exhibit, on submission on or about December 1, 2025, SOGCC's application was approximately **95% incomplete** and provided no indication that submission was initiated by the landowner. To this date, there remain material discrepancies and omissions even though the City has continued to allow the Applicant to impermissibly amend the file well after the deadline.

For the reasons outlined in this letter and in the Tables and Appendix which follow, Alderman Drive Holdings requests that the Commission decline to hear this matter and require that if the matter is to be resubmitted, it have to begin de novo in compliance with the UDC requirements and that the Staff take reasonable steps to verify data contained in the application.

We reserve all rights on this matter. Please incorporate this letter into the City's case file - we consent that it may be made a matter of public record.

Sincerely,



Brian E. Fees
Managing Member for Alderman Drive Holdings, LLC

Tables and Appendices Attached:

- Tables Attached:
    - Table 1 – SOGCC compliance with Requirements for Public Hearing Applications
    - Table 2 – Conformance at submission with "CHECK LIST FOR FILING PUBLIC HEARING APPLICATIONS (PAGE 4 OF APPLICATION PACKAGE)"
    - Table 3 – Compliance at Submission with Site Plan Requirements and Checklist
- APPENDIX A – COMPARISON TO A SAMPLE OF 2025 AND 2026 MP APPLICATIONS FOR COMPLETENESS
- APPENDIX B – PICTURE OF SIGN POSTED ON SITE

Transmittal Materials provided separately:

- None

Copies to be provided in due course to others:

Janet Bozeman, Esq. for Windward Business Association

All of the property owners within Windward Business Association POD 16, and two adjoining properties in POD 56.

Table 1 – SOGCC compliance with Requirements for Public Hearing Applications

Compliance with City's Language Concerning an Application for Public Hearing contained with Instructions or on the face of Form PUBLIC HEARING APPLICATION FORMS AND REQUIREMENTS UPDATED: December 4, 2025	DID APPLICANT AND STAFF COMPLY WITH CITY'S PROMULGATED RULES?
SUBMITTAL DATES AND HEARING SCHEDULE	**NO**
Completed applications will be only be accepted on, or prior to the dates indicated as 'Submittal Deadline' and between the hours of 8:30 AM and 3:30 PM.	NO
Submittal Deadline / CZIM Meeting *6:00 PM / Planning Commission Hearing *6:30 PM / City Council Hearing *6:30 PM November 3, 2025 / December 10, 2025 / January 8, 2026* / January 26, 2026 December 1, 2025 / January 14, 2026 / February 5, 2026 / February 23, 2026 January 2, 2026 / February 11, 2026 / March 5, 2026 / March 23, 2026 February 2, 2026 / March 11, 2026 / April 2, 2026 / April 27, 2026 March 2, 2026 / April 8, 2026 / May 7, 2026 / May 18, 2026 April 1, 2026 / May 13, 2026 / June 4, 2026 / June 22, 2026	
INSTRUCTIONS FOR FILING PUBLIC HEARING APPLICATIONS	**NO**
1. No less than one week prior to submitting an application for Public Hearing, the applicant must complete a pre-submittal meeting. The applicant should bring one copy of the completed submittal package with all required plans and supporting materials to the meeting.	??
3. One full-size set of any drawings, surveys, and any other oversized materials shall be included with the original application. The additional copy of these documents shall be submitted at a size no greater than 11" x 17" and shall each be folded to a size not to exceed8.5" x 11."	NO
6. An application may be withdrawn without prejudice (no waiting time to refile) at any time prior to the public hearing. A request for such withdrawal must be made in writing.	
8. All taxes must be paid in-full and any and all outstanding code violations on the property must be rectified prior to submittal of a public hearing application. Evidence of paid taxes and no outstanding code violations is required at the time of submittal. See page 6.9	NO
Page 4. Checklist - Please note that all applicable items are due at the time of application submittal. Incomplete applications will not be accepted.	NO
Page 4. Site plans submitted as part of a public hearing application must be drawn to scale, and the scale must be displayed on the plan page. The maximum page size for original full-size plan documents is 30" x 42".	NO
Page 5. Checklist - Prior to submitting an application, a review of the site plan will be conducted as part of the pre-application review meeting.	??
Page 5. Checklist - Owner Authorization: Original and notarized signatures of the property owner(s) and applicant or a notarized statement by the applicant as to ownership are required.... See the application form for additional detail	NO
Page 5. Checklist - Disclosure Form: The Disclosure Form must be completed in full. If no such contributions have been made, write "N/A" next to "Name of Official" and date and sign.	YES
Page 5. Checklist - The legal description must be a metes and bounds description of the property based on the provided survey that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines....	NO
Page 5. Checklist - Site Plan. The applicant must attach a site plan no larger than 11" x 17"	NO
Page 5. Checklist - Public Participation Plan - Part A ....Applicants are required to submit a Public Participation Plan at the time of the filing of the Public Hearing Application.	NO
Page 5. Checklist - Public Participation Plan - Part B ....The Public Participation Report (included in this packet) must be completed in-full and submitted .... a minimum of twenty (20) ^ days from the date prior to the Public Hearing Date to which the application has been assigned. ^ business	NO
Page 6. Checklist - Trip Generation Report. A Trip Generation Report (TGR) is required for all public hearing applications....	NO
Page 7. Checklist - Arborist Report. Tree Survey And Arborist Report Requirements. Below are the requirements for submission of a Tree Survey and Arborist Report for a Public Hearing. See detailed list.	NO

Table 1 - Continued

Compliance with City's Language Concerning an Application for Public Hearing contained with Instructions or on the face of Form PUBLIC HEARING APPLICATION FORMS AND REQUIREMENTS UPDATED: December 4, 2025	DID APPLICANT AND STAFF COMPLY WITH CITY'S PROMULGATED RULES?
Continued	
OTHER RELEVANT INFORMATION [For the Application - Page 8 of Instructions]	**NO**
Prior to submittal of an application for a Public Hearing, the Applicant must provide proof that all taxes and fees for the property have been paid, or that arrangements have been made for payment, and/or the property has no outstanding code violations or that arrangements have been made to bring the property into compliance, as approved by the Director. Public Hearing Applications will not be accepted without this documentation.	NO
SITE PLAN CHECKLIST PREAMBLE	**NO**
The items listed below reflect the minimum information that must be included on all site plans submitted as part of the public hearing process.	NO
Site plans submitted as part of a public hearing application must be drawn to scale, and the scale must be displayed in the lower left corner of the plan page.	NO
Applications that include site plan documents that do not meet these requirements will not be accepted.	NO
APPLICATION REQUIREMENTS FURTHER ENUMERATED THEREON:	**NO**
Cover Page. Item 3: Incomplete applications will not be accepted.	NO
Page 13. Disclosure Form: 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. [NOTE: UNCLEAR IF OWNER MUST PROVIDE - STATE CODE REQUIRES FORM COMPLETION BY LEGAL COUNSEL AS WELL AS APPLICANT]	NO
Page 17. 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.	NO
Page 18. Citizen Participation Form Part B. This form **must be completed** and submitted to the City's Community Development Department a **minimum of twenty (20) business days prior** to the first scheduled Public Hearing. **[NOTE - FORM B WAS NEITHER COMPLETE NOR FILED TIMELY]**	NO (submitted less than 14 business days)
END OF TABLE	

Table 2 – Conformance at submission with "CHECK LIST FOR FILING PUBLIC HEARING APPLICATIONS (PAGE 4 OF APPLICATION PACKAGE)"

CHECK LIST FOR FILING PUBLIC HEARING APPLICATIONS (PAGE 4 OF APPLICATION PACKAGE)			
This document is provided as a resource for the applicant to assist with the public hearing process and preparing the application submittal package. Please note that all applicable items are due at the time of application submittal. Incomplete applications will not be accepted.			
Ref	Descripton of Required Item	Submitted by SOGCC on 12/1/2025? (Yes or No)	
1	Full-Size Site Plan with Site Plan Checklist	No	
2	Completed Application Form with Review Criteria *(Review Criteria for Planning Commission address 7 specific questions)*	Yes	
3	Owner Authorization Form	No	
4	Disclosure Form	Partial	
5	Legal Description of Subject Property	No	
6	Letter of Intent	No	
7	Copies of Site Plan Attached to Application Packet	No	
8	Public Participation Plan - Part A. *Please refer to UDC 4.2.2.A.5 - article c states that at the time of submission for Public Hearing the Applicant form "SHALL" provide certain information which was omitted from the SOGCC submission on December 1, 2025.*	Not completed	
9	Evidence of paid property Taxes	No	
10	Evidence of no outstanding code violations	No	
11	Specimen Tree Survey and Arborist Report	No	
12	Trip Generation Report	No	
Note 1. With respect to Public Participation Plan - Part B, the Applicant has not and cannot show compliance with UDC 4.2.2.A.d sub article 2. Applicant could meet the burden by showing proof of registered mail or other certified proof but has not done so.			
Note 2. See UDC 4.2.1 Initiation and subsection D.1 which reads: No application shall be accepted or reviewed for completeness pertaining to a property on which delinquent taxes, assessments, fees, fines, or is otherwise indebted to the City until the taxes, assessments, debts, or property that is not in compliance with applicable City codes and ordinances shall be accepted or reviewed for completeness until the property is brought into compliance, or until an arrangement satisfactory to the Director has been made for bringing the property into compliance.			
Note 3. Under Georgia Law, an applicant who files an incomplete or not then proper application obtains no vested right to consideration under the law in existence at the time the application is filed. Fulton County v. Action Outdoor Advertising, 289Ga. 347, 349(1) (711 SE2d 682) (2011) (citingWMM, 255 Ga. at 438 (1) (b)).			
Note 4. In Newton County v. East Ga. Land & Dev. Co., 296Ga. 18(764 SE2d830) (2014),the Georgia Supreme Court stated in that decision: "[W]e previously have rejected the idea that an ordinance void at the moment of its enactment can somehow be revived without the formality required to fully enact it again." (emphasis supplied). Here, by extension, an application which is materially incomplete at the legally mandated submission date and improperly accepted by a government official, is effectively void at submission and cannot be revived without the formality required by the applicable rules. In otherwords, the void application cannot be corrected thereafter without a de novo resubmission.			

Table 3 – Compliance at Submission with Site Plan Requirements and Checklist

SITE PLAN CHECK LIST (PAGE 9 of APPLICATION PACKAGE)			
The items listed below reflect the minimum information that must be included on all site plans submitted as part of the public hearing process.			
Ref	Descripton of Required Item	Submitted by SOGCC on 12/1/2025? (Yes or No)	
1	Key and/or legend and site location map with North arrow	No	
2	Boundary survey of subject property which includes dimensions along property lines that match the metes and bounds of the property's written legal description and clearly indicates the point of beginning.	No	
3	Acreage of the subject property.	Yes	
4	Location of land lot lines and identification of land lots.	No	
5	Existing, proposed, new dedicated, and future reserved rights-of-way of all streets, roads, and rail lines adjacent to and on the subject property.	No	
6	**Proposed** streets on the subject site.	NA	
7	Current zoning of the subject site and adjoining properties.	No	
8	Existing buildings (with square footages, heights, and stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property.	No	
9	Location of **proposed** buildings with square footages, heights, and stories. Layout and minimum lot size of proposed single-family residential lots.	NA	
10	Topography of subject site. Required and proposed setbacks.	No	
11	100-year flood plain horizontal limits and flood zone designations as shown on survey or FEMA FIRM maps.Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed.	No	
12	Tree lines, woodlands, significant trees with critical root zones (1.3 x trunk diameter), and open fields on subject site. **Required and proposed parking spaces, loading, and unloading facilities.**	No	
13	Lakes, streams, and other waters on the site and associated buffers. Wetlands shown on GIS maps or survey. Proposed stormwater management facilities.	NA	
14	Entrance distance profile assuming the driver's eye at a height of 3.5 feet.	???	
15	Existing driveways located within 150 feet of the subject property on adjacent or nearby parcels (including those parcels on the opposite side of a public street).	No	
16	Proposed access driveways and the available intersection sight distance (according to AASHTO Green Book).	NA	

Application #	Applicant	Disclosure Form	Legal Description of Subject Property	Letter of Intent	Copies of Site Plan attached o Application Packet	Citizen Participation Form Part A	Participation Part B & Public Participation Report (due 20 days before hearing date)	Evidence of Paid Property Taxes	Evidence of no outstanding code violations	Specimen Tree Survey and Arborist Report	Trip Generation Report
MP-26-01/CU-26-01	Spirit of God Church/Windward MP Pod 16	YES FOR APPLICANT 11/24/25, MISSING FOR	NOT PROVIDED	SUBMITTED LATE ON 12/8/25	NO	MISSING	INCOMPLETE WHEN SUBMITTED ON 1/15/26	NO	NO	NO	NO
MP-26-02	Lakeview Park MP/Traton Homes	YES	YES	YES, 11/20/25		YES		YES	YES	YES	Yes,
MP-26-04	Moon Valley of Georgia Nursery	YES 12/3/25	YES	YES 12/3/25	YES	YES		NO	NO	YES	YES
CLUP-25-04/Z-25-13/V-25-30	PowerBuild Construction/North Main Street	YES, 8/19/25 and 9/2/25	YES	YES	YES	YES		YES	YES	YES	YES
Z-25-10/V-25-22	Levitan/75 & 91 Roswell Street	YES, 7/31/25	YES	YES	YES	YES		YES	YES	YES	YES
CLUP-25-05/Z-25-18/V-25-32	McKinley Homes/Morris Road	YES, 9/29/25	YES	YES	YES	YES		YES	YES	YES	YES
Z-25-15/V-25-34	Madewell/Milton Avenue	YES, 10/7/25	YES	YES	YES	YES				YES	
MP-26-03/CLUP-26-01/Z-26-01/V-26-02	TPG Brookside West Empire Old Milton Pkwy/Camden Pond	YES, 12/19/25 and 12/17/25	YES	YES, 12/30/25	YES	YES				YES	YES
Z-25-01/CU-25-01	The Shipping Post/312 North Main Street	YES	YES	YES	YES	YES, 12/13/24				YES	
CU-25-16	GOLF ENVY /W INDWARD MP POD 4	YES 8/18/25	YES	YES	YES	YES				YES	YES
MP-25-02/CU-25-04	LOTUS ANIMAL HOSPITAL/OXFORD GREEN MP TRACT A	YES	YES	YES	YES	YES					YES
MP-25-01/CU-25-05	FULTON SCIENCE ACADEMY /COUSINS W	YES, 11/16/24 and 11/20/24	YES	YES, 11/22/24	YES	YES		YES, 10/25/24		YES	YES
MP-25-03/CLUP-25-01/Z-25-02/CU-25-03/V-25-02	PORTMAN/BROOKSIDE MP POD A	YES, 3 all before 11/21/24	YES	YES, 12/2/24	YES	YES		YES, 10/25/24	YES	YES	YES

APPENDIX B – APPENDIX B – PICTURE OF SIGN POSTED ON SITE



Alderman Drive Holdings, LLC
1255 Alderman Drive
Alpharetta, GA 30005

February 23, 2026 **BY EMAIL**

Michael Woodman, Planning & Development Services Manager (mwoodman@alpharetta.ga.us)
Kathi Cook, Community Development Director (kcook@alpharetta.ga.us)
City of Alpharetta
Alpharetta Planning Commission
c/o Community Development Department
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Alderman Drive Holdings' Objection to Shared / Common Off-Street Parking Reduction based on the Alpharetta Uniform Development Code – Common Off-Street Parking Areas for Planning Commission Meeting –March 5, 2026 at 6:30 p.m. in matter of:

Request for consideration of a Master Plan Amendment and a conditional use permit for 145 Nobel Court in the Windward Business Center

Applicant: Pastor Randall G. Knighton for Spirit of God Christian Church, Inc.
Case Nos.: MP-26-01 / CU-26-01
Project: Spirit of God Church / Windward MP Pod 16

Dear Michael and Kathi:

Alderman Drive Holdings, abutter, objects to the relief requested by the Applicant in the above matter for several reasons, one of which is addressed in this letter. The issue I've addressed in this letter relates to a potential reduction in required parking based on shared or common off-street parking.

Alderman's view is that 145 Nobel Court does not meet required parking levels, with or without a discretionary reduction in required parking spaces. The Applicant appears to rely on the Uniform Development Code provisions permitting consideration of shared or common off-street parking and allowing for a potential reduction in required parking. That reliance is misplaced and unsupported by the record.

The Uniform Development Code allows two or more principal uses to utilize a common off-street parking area only if the total number of parking spaces provided is not less than the sum of the parking spaces required for each principal use as separately computed under the Code. The ordinance further provides that a parking reduction of up to twenty-five percent (25%) may be considered only "if it can be demonstrated that the principal uses would not utilize the shared parking area during the same hours".

Here, the Applicant has not demonstrated compliance with either requirement.

First, the application does not demonstrate the total combined parking requirement for each principal use when calculated independently under the Code. The proposal contemplates a church use with a 128-seat worship hall in combination with up to 16,000 square feet of leased commercial office or warehouse

space, yet the property has only 54 permitted parking spaces, which is not enough to support a 128-seat church, much less an additional 16,000 square feet of occupiable space or the growth in church attendance which the Applicant indicated it hopes to achieve. The application does not show how this parking supply satisfies the full, combined parking obligation required before any reduction may even be considered.

The following table shows the combined parking requirements with a range of low (minimum to high):

PARKING CALCULATION - PREPARED FOR ALDERMAN DRIVE HOLDINGS
WITH RESPECT TO 145 NOBEL COURT UNDER UDC 2.5.1
MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

Suite	Suite Description	Sq. Ft.	Parking Rqd	Alt. Calc	UDC Reference Rqmt
120	Lower Front	2,753			See Alpharetta UDC January 2026 UDC 2.5.1-B
150	Breakroom	481			
200	Upper Front	3,629			
210	Upper Back	2,748			
Subtotal Office		9,611	38.444	38.444	1/250 sq. ft
Warehouse		5,622	5.622	18.74	1/1000 sq.ft. if warehouse use otherwise, 1:300; See also UDC 2.5.1-C and UDC 2.5.3. Note, the warehouse does contain separate office/storage space omitted from the office suite and warehouse space shown in certain documents.
130	SOG Church Assembly	3,050	64	64	1 space:2 seats on 128 seats and UDC 2.5.1-D
Totals before any optional Reduction:		18,283	108.066	121.184	
	Less 25% concurrency reduction for Shared Parking not used concurrently if applicability is established by Applicant under UDC 2.5.2.A:		-27.0165	-30.296	See footnote below to UDC 2.5.2-A* In granting the concurrency reduction, staff should consider support staff for Church useage - see the second paragraph of the Troutman Pepper Letter dated 9/1/23 regarding MP-23-07/CU-23-04 FREE CHAPEL WORSHIP CENTER/MANSELL RIDGE PARK MASTER PLAN indicating 33% level of support staff (music, videography, ushers, etc.) ratio to seats.
	Minimum Required Parking:		**81.0495**	**90.888**	
Approved Site Plan Parking - See City Files:			54	54	
	Parking Deficiency:		-27.0	-36.9	

Second, and independently dispositive, the condition creating latitude for up to a 25% reduction in the parking requirement has not been met. The Applicant has not carried its burden of demonstrating that the proposed principal uses would not utilize the shared parking area during the same hours. The record contains none of the evidence typically provided by an applicant in similar situations: no shared-parking study, no peak-demand analysis, no meaningful operating-hour limitations (in fact, the Applicant's representative was clear in his testimony that there would be exceptions if not frequent exceptions), and there is no evidence prepared by a qualified professional demonstrating non-overlapping peak parking demand. General assertions or assumptions regarding differing use patterns are insufficient under the express "can be demonstrated" standard of the ordinance.

To the contrary, the proposed uses inherently overlap. The Applicant noted expected church use beginning at 7 a.m. and ending at 9 p.m. virtually every day. Church activities routinely occur on weekdays, weekday evenings, weekends, and during periods when commercial office and light industrial uses and associated support staff are present. No hours of operations conditions were proposed for the commercial or industrial operations and we note that in the information technology arena, firms frequently, if not universally, work outside 8:00 AM to 5:00 PM EST in order to provide coverage not only in US Pacific time zones but also in Hawaii, Alaska, or in certain instances, overseas operations. Coverage in these instances

is achieved by staggered or overlapping shifts. Church associated office work, special events, meetings, and non-worship activities including study groups, weddings and wedding rehearsals, funerals, viewings, and similar events further increase the likelihood of overlapping peak demand. Accordingly, the Applicant has not established the factual premise of lack of overlapping use required to support any discretionary parking reduction.

Because the Code literally requires full satisfaction of combined parking requirements as a condition precedent, and because any reduction is discretionary and should be evidence-based, approval of the application without a documented demonstration of non-overlapping peak demand would be inconsistent with the Uniform Development Code and arbitrary as applied. Any resulting parking deficiency would improperly shift enforcement and spillover impacts to adjacent property owners and to the Windward Business Center Association.

For these reasons, the requested shared-parking treatment and any associated parking reduction should be denied, or, at a minimum, consideration of the application should be continued until the Applicant submits competent, verifiable evidence demonstrating strict compliance with the Uniform Development Code.

Sincerely,



Brian E. Fees
Managing Member

Appendices Attached:

- Appendix A – Discussion and Analysis – Including language of UDC 2.5.2
- Appendix B – Alderman's suggested Findings and References

Transmittal Materials provided separately:

- None

Copies to be provided in due course to others:

Janet Bozeman, Esq. for Windward Business Association

All of the property owners within Windward Business Association POD 16, and two adjoining properties in POD 56.

Alpharetta's Uniform Development Code (UDC) Section 2.5.2 "Shared Parking" contains one subsection which reads as follows: *"Common Off-street Parking Areas. Two (2) or more principal uses may utilize a common area in order to comply with the off-street parking requirements, provided that the total number of individual spaces available in the common area is not less than the sum of the spaces required for the individual uses as separately computed in accordance with the provisions of this Ordinance. If it can be demonstrated that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area."*[1]

Applicant Spirit of God Christian Church, proposes to use and operate the 18,258 square foot building at 145 Nobel Court, Alpharetta, Georgia located in POD 16 of the Windward Business Center without the meeting the off-street Parking Requirements contained in UDC 2.5.1 subsections B (office use at 1 space per 250 sq.ft.), C (Industrial uses at 1 space per 1,000 sq. ft.), and D (church at 1 space for every space for each 2 seats in the principal assembly room). UDC 2.5.2 permits a reduction in the required parking under 2.5.2 if the Applicant established the requisites are satisfied. The Applicant has not met its burden of proof for the reductions which might be available under 2.5.2.

Under Alpharetta UDC Section 2.5 and based on the Applicant's case MP-26-01/CU-26-01, the required parking is set forward in the upper portion of the Table below as 108 to 121 parking spaces.

The UDC allows a shared parking reduction up to 25% only after first determining 100% of the combined parking requirements for each principal use, the applicant proves—through credible evidence — that the uses' peak parking demands do not overlap in time. This is the plane language of the Code.

[1] (Ord. No. 718, § 17(Exh. C), 12-14-2015)

PARKING CALCULATION - PREPARED FOR ALDERMAN DRIVE HOLDINGS
WITH RESPECT TO 145 NOBEL COURT UNDER UDC 2.5.1
MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

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Subtotal Office		9,611	38.444	38.444	1/250 sq. ft
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Totals before any optional Reduction:		18,283	108.066	121.184	
	Less 25% concurrency reduction for Shared Parking not used concurrently if applicability is established by Applicant under UDC 2.5.2.A:		-27.0165	-30.296	See footnote below to UDC 2.5.2-A* In granting the concurrency reduction, staff should consider support staff for Church useage - see the second paragraph of the Troutman Pepper Letter dated 9/1/23 regarding MP-23-07/CU-23-04 FREE CHAPEL WORSHIP CENTER/MANSELL RIDGE PARK MASTER PLAN indicating 33% level of support staff (music, videography, ushers, etc.) ratio to seats.
	Minimum Required Parking:		**81.0495**	**90.888**	
Approved Site Plan Parking - See City Files:			54	54	
	Parking Deficiency:		**-27.0**	**-36.9**	

2026 Alpharetta UDC
2.5.2 Shared parking.
A.Common Off-street Parking Areas.
Two (2) or more principal uses may utilize a common area in order to comply with the off-street parking requirements, provided that the total number of individual spaces available in the common area is not less than the sum of the spaces required for the individual uses as separately computed in accordance with the provisions of this Ordinance. **If it can be demonstrated that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area.**

File note, Nobel Court street is only 25' wide (single lane each direction) with no street parking permitted. If street parking occurs, emergency access to the site will be significantly impaired. Please note, 2.5.8.B (Bicycle Parking) may be implicated for this application.

Analysis: Plain-Language Interpretation

The ordinance establishes two distinct rules for shared (common) off-street parking:

Rule 1 – Baseline Requirement (No Reduction) - Whegn two or more principal uses share a common parking area, the City must first calculate parking independently for each use, using the UDC's parking ratios. In this instance, the shared parking area must contain at least the full sum of those individual requirements. [**Sharing alone does not reduce parking required and a shared parking lot does not provide a parking discount.]**

Rule 2 – Conditional Reduction (Up to 25%) A parking reduction **of up to 25% is permitted only if**:

- The applicant demonstrates that the principal uses do not operate during the same hours, and
- The City accepts that the peak demand for each use does not overlap.

This reduction Is not automatic – it is discretionary and requires affirmative proof, not assumptions.

Initial parking requirements are determined on “Principal Uses” meaning the primary uses, not accessory or incidental uses. Each principal use must be fully parked as if it were standalone, before any reduction is considered.

“As Separately Computed” language is critical. It means that each use must comply with its own parking ratio (e.g., church seating, office square footage, warehouse square footage). The UDC does not allow an average, blend, or other dilution of requirements across uses.

“If It Can Be Demonstrated” creates a burden of proof on the Applicant, not the City or neighbors. A proper demonstration typically requires a shared parking study, analysis of operating hours by day of week, and possibly a peak demand analysis.

Unsupported statements such as “uses are typically at different times” are not sufficient.

“Would Not Utilize … During the Same Hours” is a strict standard, not a general one. It does not mean “mostly different.” It does not mean “usually different.” It means no meaningful overlap during peak demand periods. If there is any regular overlap, the reduction should be denied.

Cases where we believe the reduction would or could typically be applied in practice and situations where the 25% Reduction would reasonably be applied:

- Office (weekday, daytime) + Theater (evenings/weekends)
- Bank (weekday business hours) + Restaurant (evenings)
- Government office + civic auditorium (scheduled events only)

Situations where the reduction is commonly denied:

- Church + office (overlap on weekdays, evenings, and weekends)
- Church + warehouse with office staff
- Multiple uses with unpredictable schedules
- Uses where special events increase demand beyond normal hours

Important limits of the reduction – the maximum reduction is capped at 25% — not more.

Please refer to MP-23-07/CU-23-04 FREE CHAPEL WORSHIP CENTER/MANSELL RIDGE PARK MASTER PLAN, a church and commercial mixed use situation involving commercial business offices, church business offices, and a worship facility and presents a similar fact pattern to SOGCC’s Application and where no reduction was requested or provided.

Reduction applies only to the common area, not the entire site if parking is fragmented or if any of the parking is reserved at all times – example, 5 parking spaces are reserved for church staff at all times.

The City may condition approval, require recorded restrictions, require ongoing compliance monitoring. If the assumptions fail later, the use may be out of compliance.

Enforcement and risk considerations are not insignificant. Because the ordinance requires a demonstration, failure to provide one creates legal exposure:

- Approval without evidence may be arbitrary

- Parking shortages can become an enforcement burden shifted to neighbors
- Spillover parking may constitute zoning noncompliance
- Nuisance impacts
- CCR violations with respect to the Windward Business Center Association

I. PROCEDURAL BACKGROUND

The Planning Commission of the City of Alpharetta conducted a public hearing on _____, 2026, to consider an application seeking a zoning amendment and a conditional use permit to allow a church use with a 128-seat worship hall and up to 16,000 square feet of commercial office or warehouse space at 145 Nobel Court.

The Commission reviewed the application materials, City staff report, public comments, and evidence presented at the hearing. The Commission now enters the following findings of fact and conclusions of law based upon substantial evidence in the administrative record.

II. APPLICABLE LAW

The application is governed by the City of Alpharetta Uniform Development Code ("UDC"), including § 2.5.2, which provides:

"2.5.2 Shared Parking
A. Common Off-street Parking Areas. Two (2) or more principal uses may utilize a common area in order to comply with the off-street parking requirements, **provided that the total number of individual spaces available in the common area is not less than the sum of the spaces required for the individual uses as separately computed** in accordance with the provisions of this Ordinance. **If it can be demonstrated that the principal uses would not utilize the shared parking areas during the same hours, the required number of parking spaces may be reduced by 25% in the common area."**

In considering zoning and conditional use applications, the City Council acts not only in a legislative capacity but also in a quasi-judicial capacity and must base its decision on substantial evidence in the record.

III. FINDINGS OF FACT

1) **Parking Supply.**
Based on substantial evidence in the record, including City parking records, the subject property contains **54 permitted off-street parking spaces**.

2) **Proposed Principal Uses.**
The application proposes multiple principal uses, including (a) a church with a 128-seat worship hall and (b) up to 16,000 square feet of commercial office or warehouse space.

3) **Failure to Meet Baseline Requirement.**
The Applicant did not submit a parking analysis calculating the total parking requirement nor demonstrating that the total number of parking spaces provided equals or exceeds the sum of the parking spaces required for each principal use **as separately computed**, as required by UDC § 2.5.2.

4) **Failure to Demonstrate Non-Overlapping Hours.**
The record contains no shared-parking study, peak-demand analysis, operating-hour matrix, or

professional report demonstrating that the proposed principal uses would not utilize the shared parking area during the same hours.

5) **Reasonably Foreseeable Overlap.**
Based on the nature of the proposed uses and reasonable inferences drawn from the evidence, overlapping peak parking demand is reasonably foreseeable, including during weekday evenings and weekends when both church and commercial uses may be active.

6) **Adverse Impacts.**
Approval of the application without demonstrated compliance with UDC § 2.5.2 would likely:

a) result in spillover parking onto one or more adjacent properties including, but not limited to property owned by Georgia Power at the adjacent Power substation and at 136 Nobel Court, property owned by Metic Holdings LLC at 105 Nobel Court, property owned by CMB Industries LLC at 110 Nobel Court, properties located on 1255, 1275, 1375, 1455, 1475, 1121 and 1111 Alderman Drive owned respectively by Alderman Drive Holdings, LLC, Setti Holdings LLC, METIC Holdings LLC, ADE 828 LLC, QHN Inc., Elevation Real Estate LLC, Accentor Ltd. Co, and Windward Campus Owner LLC; and thereby shift enforcement burdens to neighboring owners or private associations.

b) Shift parking onto the public street known as Nobel Court in violation of City codes and which street is approximately 25' wide - thereby jeopardizing public life safety and fire access not only to the Applicant's location but also to all of the businesses located on Nobel Court.

IV. CONCLUSIONS OF LAW

1. **Burden of Proof.**
Where an ordinance establishes objective prerequisites to approval, the burden rests on the applicant to demonstrate compliance.[2] The Applicant has failed to meet that burden.

2. **Non-Compliance with UDC § 2.5.2.**
Based on the findings above, the application does not comply with UDC § 2.5.2 because the Applicant failed to (a) demonstrate determination or satisfaction of the combined parking requirement and (b) demonstrate eligibility for any parking reduction.

3. **Arbitrary Approval Standard.**
Approval of the application in the absence of substantial evidence demonstrating compliance with the ordinance would be arbitrary and capricious.

V. RECOMMENDATION

Based on substantial evidence in the record and the express requirements of the Uniform Development Code, the Planning Commission should **RECOMMEND DENIAL** of the requested zoning amendment and conditional use permit.

VI. ALTERNATIVE CONDITIONS (IF THE APPLICATION IS TO BE APPROVED AND ADVANCE TO COUNCIL)

If, notwithstanding the foregoing findings and conclusions, the Planning Commission elects to recommend the application to the City Council, then such approval should be expressly conditioned as follows to ensure compliance with UDC § 2.5.2 and Georgia law permitting conditional approvals tied to ordinance compliance:[4]

1. **No Parking Reduction.**
   No reduction under UDC § 2.5.2 shall be permitted unless and until a professionally prepared shared-parking study demonstrating non-overlapping peak demand is submitted and approved by the City.

2. **Baseline Parking Compliance.**
   Prior to issuance of any certificate of occupancy, the Applicant shall demonstrate compliance with 100% of the combined parking requirements for each principal use as separately computed under the UDC.

3. **Recorded Operational Restrictions.**
   Enforceable limitations on hours of operation for each principal use shall be recorded and shall run with the land during the conditional use.

4. **Special Event Limitation.**
   Special events outside approved operating hours are prohibited absent prior City approval of additional off-site parking arrangements.

5. **Future Review.**
   Any change in use, seating capacity, leased floor area, or operating hours shall require re-evaluation of parking compliance under UDC § 2.5.2.

6. **No External Reliance.**
   Required parking shall not rely on adjacent properties or on-street parking unless expressly approved by the City and memorialized in a recorded agreement.

Alderman Drive Holdings, LLC
1255 Alderman Drive
Alpharetta, GA 30005

February 23, 2026 **BY EMAIL**

Michael Woodman, Planning & Development Services Manager (mwoodman@alpharetta.ga.us)
Kathi Cook, Community Development Director (kcook@alpharetta.ga.us)
City of Alpharetta
Alpharetta Planning Commission
c/o Community Development Department
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Alderman Drive Holdings' comments on Staff Report prepared for February 5, 2026 Planning Commission Meeting and potential updates for Planning Commission Meeting –March 5, 2026 at 6:30 p.m. concerning:

Request for consideration of a Master Plan Amendment and a conditional use permit for 145 Nobel Court in the Windward Business Center

Applicant: Pastor Randall G. Knighton for Spirit of God Christian Church, Inc.
Case Nos.: MP-26-01 / CU-26-01
Project: Spirit of God Church / Windward MP Pod 16

Dear Michael and Kathi:

The issues that I address in this lengthy letter relate to certain limited matters contained in or addressed by the staff report prepared for the February 5, 2026, Planning Commission Meeting ("Original Staff Report"). I understand that Staff may update the Report before the scheduled March 5, 2026, meeting, and we are making a good faith effort to provide input in a timely and transparent fashion in this and other communications. The Applicant seeks an amendment to the Windward Master Plan ("Windward MP"), most recently approved by Council in early 1993[1]. The Windward MP covers approximately 3,100 acres within the City of Alpharetta,[2] and the properties subject to the Windward MP may be referred to broadly as "Windward."

Windward is a mixed-use project developed within the City of Alpharetta under the Community Unit Plan (CUP) zoning district. The developer was Windward Properties, Inc, a subsidiary of Mobil Land Development Corporation (MLDC) owned by the Mobil Corporation. The adopted Windward MP and Letter of Intent ("LOI") were originally approved by the City in September of 1980, with revisions to the MP approved by the Council in 1981, 1982, 1983, 1984, along with updates approved in December 1985, June 1989, and January 1993. The revisions covered the development of Windward as a planned project of mixed residential, commercial, office and industrial uses carefully integrated and phased with open

[1] The preamble of Exhibit A to the Council's approval for the 1993 Approved Master Plan MP-92-03 concludes with this statement "The reader is advised to review the minutes and/or tapes regarding the public meeting in order to gain a more extensive knowledge of the matter."
[2] An additional approximate 262 acres of the developer's Windward Master Plan are in Forsyth County.

space, recreation, transportation, community facilities, and other improvements. The City and Windward's developer worked closely together from 1980 through completion of the nearly 25-year development period. This collaborative, sustained, and balanced work was necessary to ensure realization of the Windward Master Plan and recognized that Windward represented a material land area in Alpharetta and a major economic initiative that would have enduring impact on the City's character.

The 1993 Windward MP describes 3 broad categories of use: Residential Use, Commercial Use, and Open Space. Residential Use is approximately 43% of the total acreage, Commercial Use is approximately 32% of the total acreage, and the remaining acreage is Open Space. (The Open Space designation broadly including recreational space, portions of the Big Creek Trail system, collector streets (such as Windward Parkway, Northpoint Parkway, and Alderman Drive), Fulton County public school sites, multiple parks, and a cemetery). The Commercial Use designation is comprised of 4 categories defined specifically within the 1993 Master Plan as "Business Center," "Research & Development," "Light Industrial," and "Commercial". Under the 1993 MP and without the requirement for a conditional use permit, churches and other religious buildings are only approved within the Residential Use designation of Windward.

The 1993 MP is further broken into 63 separate PODs[3], each having specific permitted uses, allowed densities, applicable parking requirements, set-backs, minimum lot sizes, and other specifications such as maximum heights. Nearly 118 pages of the 1993 LOI for the Windward MP covered POD specifications and included maps of each POD. The Property subject to the Application lies within POD 16, with POD 16 being designated as Business Center Use in the Windward MP. The Applicant, Mr. Randall Knighton, on behalf of Spirit of God Christian Church ("SOGCC"), is seeking a conditional use permit for multiple uses, including "Church and other religious buildings," within the POD However, POD 16 does not include "Church and other religious buildings" as an approved land use under the 1993 MP. The LOI incorporated into the 1993 Windward MP also notes: "Requirements made ...within the Business Center regarding set-backs, open space and site constraints, are outlined in the Business Center Declarations of Covenants, Conditions, and Restrictions" ("Windward C, C, & R"), and Business Center Design Guidelines," as both may be amended. However, in no case will requirements ...be less stringent than those of the City of Alpharetta."[4] The Windward C, C, & R do not permit a Church or other religious buildings within the approved uses within the Business Center.

The Windward MP notes that Property Owners Associations ("POAs") have been established for both the residential community and the Windward Business Center. These associations are described as non-profit corporations with the legal authority to assess fines to property owners for maintenance of property and facilities owned and/or maintained by the respective Associations. The 1993 Windward MP further states, "[B]oth Associations have established Architectural Review Committees responsible for enforcing Design Guidelines and reviewing exterior design and landscape plans for both new construction and modifications at Windward." The Windward Design Guidelines are incorporated by reference into the Windward C, C, & R. Therefore, the Applicant should be aware that the property is subject to certain other approvals which may be relevant to this matter.

Most importantly, 145 Nobel Court ("Subject Property") does not meet the Alpharetta Uniform Development Code ("UDC") required parking levels, nor does it meet the required parking requirements

[3] See pages 17 and 18 of the LOI attached and incorporated into the to the Council approved 1993 MP. 63 are the number of PODs with designated acreage and omits PODs that have been consolidated or subsumed into other PODS.
[4] See page 13 of the LOI attached and incorporated into the to the Council approved 1993 Windward MP.

for the Applicant's proposed use as set forth for POD 16, which are incorporated into the 1993 CUP zoning.[5]. Even if the Applicant were to receive any type of permissible Administrative Variance or reduction from the required number of parking spaces, the parking available at the Subject Property would still be insufficient to the actual parking requirements including those contained in controlling documents. The parking issue is explained in more detail in a separate letter submitted for your review and consideration contemporaneously with this letter.

We believe the Original Staff Report erred in adopting the Applicant's position that the Subject Property has 64 parking spaces. The diagram submitted by Applicant is the same one currently used for the continued marketing of the Subject Property by the Owner's real estate agent, and it shows no more than 62 spaces. That number of parking spaces would assume the past removal of the refuse container/enclosure[6] and other required elements of the approved site plan were permissible. Original approved design plans for the Subject Property indicate 54 entitled parking spots. Attached to and incorporated by reference herein are the original plans. The City's requirements have not diminished since the building was constructed. If the staff recommends entitling additional off-street parking on the site or granting a variance for the features removed by the owner, then this should be noted in the Staff Report.

On-street parking is not permitted on Nobel Court[7], and the street is relatively narrow, with an approximate width of 25 feet, curb-to-curb. There will likely be spillover parking as the probable outcome if the current proposal is adopted. The Applicant is seeking concurrent shared parking for up to 16,000 square feet of commercial space with concurrent use of a 128-seat place of worship. Once adjacent owners take measures to physically block access to their parking areas, the Applicant's concurrent use will, with reasonable probability, result in spillover on-street parking for Nobel Court or spillover parking into the adjacent or surrounding private parking lots. It would probably be prudent to ensure the streets are marked with "no parking" signage to ensure there is enough passage room for vehicles, and for the City to ensure turn-around space for trash services, fire engines, and other life safety equipment and

[5] The 1993 LOI describes those uses proposed by Applicant, including the "Churches and other religious buildings," "Office-Professional" (including businesses unrelated to church operations), and "Light Industrial." The LOI and 1993 Windward MP incorporated Division of Development comments significantly constraining "Light Industrial" categories permitted in the Windward-specific zoning (See pages 11 and 12 of Staff Memo).

[6] Site Plan Sheet C-5 details a 10'X12' enclosure and an 8-yard container capacity.

[7] See Windward Business Center Design Guidelines. "Quality design and development are essential in creating the type of community envisioned by the developer, Windward Properties, Inc. To achieve this desired quality, certain criteria are to be met by the Owner/Applicant during the various phases of design and development. These criteria are set forth in the Master Plan, the Covenants, Conditions and Restrictions ("the Covenants"), and the Design Guidelines." "These documents are administered through the two Windward Associations, the Windward Business Center Association (WBCA) and the Windward Community Services Association (WCSA)." "The WBCA is the Association charged with providing management and administration to Windward Business Center and all other commercial properties at Windward; the WCSA provides a similar function to residential Windward. Each Association operates under its own Covenants and each has its own design review procedures and guidelines." "The Design Review Board for Windward Business Center (referred to as the New Construction Committee in the Covenants) and the New Construction Committee for residential Windward administer all current and ongoing projects; the respective Modifications Committees monitor and administer all alterations and additions to completed projects." Site Planning requires that all parking be onsite with perimeter/side yard setbacks and landscape buffers - no car parking can occur within 10' of adjoining properties within the landscape buffer. Landscape specifications and signage standards are included in the Design Guidelines. All loading areas, outside storage spaces, dumpsters, air conditioning condensers, fuel tanks, telephone/electrical boxes and other mechanical equipment are to be permanently screened/landscaped from public view and from adjacent properties.

vehicles. We have surveyed churches located within approximately 5 miles of the Subject Property, in both Fulton and Forsyth Counties, and we are unaware of any similarly situated places of worship which pose the same concerns about parking – none have shared on-site parking with other potential Commercial Tenants and all of the facilities have material on-site parking capacity.

There are minor discrepancies in the building's actual square footage. The original plans indicate the building is 18,500 square feet. Kim Tamvacakis, who developed and owned the building until early 2020, indicates that the available leasable space is 18,283 square feet, and provided the breakdown by suite. The marketing documents for the Subject Property state the building is 18,207 square feet. The discrepancy on the building's total square footage isn't material other than potentially affecting the parking ratio of 1 space for every 250 square feet.

The Staff Report contains a table on page 2. Three of the Windward MP approvals referenced therein are for POD 66, including MP-07-07 for the First Baptist Church of Alpharetta. It should be noted that the First Baptist Church did not move forward with construction at that location. POD 66 is relatively large at 249 acres, and Assembly Buildings were permitted for POD 66 under the original Windward uses under the covenants and upon incorporation into the City's zoning.

The proposed new construction site for the First Baptist Church was 51.5 acres and fronted Webb Bridge, across from the high school, with quick access to North Point Parkway. The site involved multiple uses and had concurrent parking for all uses per the Staff memo of 1,412 parking spaces. Because the recreational facilities and ball field would not be used concurrently with the church, the parking was reduced from 1,412 spaces to 1,059 spaces (25%). The site had ample capacity to safely accommodate 1,412 vehicles. While MP-07-07 appears to predate the current version of UDC 2.5.2 (Shared Parking), it nonetheless applies the methodology and maximum reduction allowed thereunder. The approach used by the City in the above example is also consistent with the plain language of the statute and the calculations therein.

We believe this establishes precedence and demonstrates the calculation of parking spaces applicable to the Subject Property. The Staff Memo provided for City Council related to the parking requirements for First Baptist is relevant. Notably, neither Windward Business Center Association nor Windward Homeowners Association opposed MP-07-07, and there was no opposition noted from adjoining or surrounding landowners.

The other two approved amendments for POD 66 are also distinguished from the current Application. Continuing with the table on page 2 of the Staff Report for the current Application, there were three applications noted for POD 56 (which is the POD immediately adjacent to POD 16). One was denied and two were approved. All three can be distinguished from the current Application including the application for Hanakkuk Christian Ministries.

Hanakkuk Christian Ministries (Church) at 1111 Alderman Drive involved a tenant in a large complex. Prior to submission of application MP-06-14/CU-06-04, the Landlord completed the build-out and the Church took delivery of the 5,771 square foot space. The space included approximately 2,700 square feet used as a sanctuary or group meeting place and approximately 1,050 square feet was used for church office space, including operations during normal weekday business hours. Maximum attendance was 65 and was limited to Wednesday evening and Sunday worship hours. 1111 Alderman Drive is a large site comprised of 3 separate, one-floor, multi-tenant buildings, and presenting 77,664 square feet of light industrial, warehouse, and office use. The parcel contains 7.28 acres and includes over 350 parking spaces. The

application indicates that all the required surrounding properties were notified by certified mail prior to the CZIM. The Windward Business Center Association and Alderman Drive Holdings opposed the application.

In the Staff Report for MP-06-14/CU-06-04, staff noted that the building would require certain updates to life safety/fire protection before Hanakkuk could reopen. Staff also noted that the use was not consistent with uses predominant in the area. Staff and the Planning Commission recommended denying the Hanakkuk application. The application was approved by the City Council, subject to 3 conditions:

1. The church use shall be limited to this individual parcel and shall not be a use allowed throughout Pod 56.
2. Church use shall be limited to office use only from Monday through Friday from 7:00 AM to 6:00 PM. Meetings of the congregation shall be permitted after 6:00 PM during the week and anytime on Saturday and Sunday.
3. Signage shall comply with the City of Alpharetta Sign Regulations required for "office building" in addition to Windward signage guidelines.

Hanakkuk Christian Ministries (Church) no longer leases space at 1111 Alderman Drive. Unlike the current Application, Hanakkuk Christian Ministries (Church) did not present issues of constrained parking or parking spillover. Hanakkuk also involved some hardship for the applicant and the owner based on an already completed build-out. The application for Hanakkuk involved a congregation of 65 members, less than a third in size compared to the current Application, and was a lease-use wherein a private owner had a vested interest in enforcing the conditions and could/would do so without externalizing that burden to surrounding property owners in the event of non-compliance. It is our understanding that, subsequent to Hanakkuk's occupancy of the property, the owner was forced to reconcile non-compliance issues. Other parties may speak about this matter.

The penultimate paragraph on page 2 of the Staff Report for the current Application, addresses the membership statistics of SOGCC, the existing service profile, and the hybrid nature of church attendance for Sunday worship. Additionally, the same paragraph addresses the requested operating hours and SOGCC's intentions related to exterior landscaping, interior renovations, and the intent to restripe the parking lot. The Report omits SOGCC's intent[8] to add signage to the building and, future intent to expand the worship space from the proposed initial 2,000 square feet to 3,000 square feet, up to 5,622 square feet. These are material contingencies and should be properly addressed at the present time, given the parking constraints and the fact that the property is subject to controlling factors addressed in or incorporated in the 1993 Windward MP zoning.

SOGCC currently uses the Barrington Meeting Room at the DoubleTree Hotel, 1075 Holcomb Bridge Rd, Roswell, for its Sunday Church service. The Barrington meeting room is 2,800 square feet, which is approximately the same size as SOGCC proposes for its initial worship hall at the Subject Property.

[8] Signage in the Windward Business Center is restricted under the Windward C, C, & R, which run with the property, as well by City of Alpharetta. Minimal compliance with the Windward signage restrictions should be added as a condition for MP-26-01/CU-26-01 SOGCC in exactly the same manner as the City did with respect to MP-06-14/CU-06-04 Hanakkuk Christian Ministries (Church) at 1111 Alderman Drive.

DoubleTree Hotel indicated that the Barrington Meeting Room has the following capacities, dependent upon seating configuration. We understand that Barrington was configured to seat 160 SOGCC parishioners for the services held on Sunday, February 8, 2026.

Name of Room	Total Sq. Ft.	Dimensions	Theatre	Banquet	Reception	Classroom	U-Shape	H-Square	Conf.
Barrington	2,800	50' x 56' x 12'	250	150	300	115	35	38	30

The Applicant indicates that SOGCC has approximately 200 members, 60% of whom attend services virtually. This representation of 40% in-person attendance would suggest that on-site church attendance is approximately 80 members, or roughly 50% of the apparent seating configured for the February 8th services.

Physically, the seating capacity available at the Subject Property is far greater than the largest DoubleTree meeting room (3,200 sq. ft).

We understand that most cities are appropriately aware of and conscientious to not violate The Religious Land Use and Institutionalized Persons Act (RLUIPA) when reviewing zoning and conditional use applications. Governmental bodies may be predisposed to grant approval which would not be given to a similar, non-religious use applicant. Notwithstanding, the City has an obligation to surrounding landowners and users to ensure that applicants proposing a religious use comply with reasonable conditions just as any other party and to ensure that compliance and enforcement is not externalized to the disadvantaged adjoining property owners. To the best of our knowledge, the City's compliance officers are not available or active during the hours that churches typically congregate for worship. Police officers, if assigned for traffic, do not enforce zoning and use restrictions, and they do not protect private properties from non-criminal trespass or parking encroachment.

The City has made significant efforts to accommodate religious assemblies within Alpharetta, particularly for smaller congregations. The City has previously approved use entitlements for the Applicant for its undeveloped property at 1200 Upper Hembree Road. Likewise, the City has allowed smaller churches to rent or use space at City facilities and the City and Developer made provision for religious facilities within the approved 1993 MP (and prior MPs) with no conditions other than land disturbance permits on approximately 600 acres zoned as Residential Use.

Here, the Applicant[9] seeks material accommodation vis-à-vis a non-religious use applicant:

- POD 16 zoning for this specific lot and building **would not permit secular or public assemblies** such as a theaters or meeting halls;
- The site is materially **under-parked relative to interior public assembly seating capacity;**
- The approval relies on **assumptions about hours of operation which are not tightly enumerated and overlap in time with non-assembly uses;**

[9] The Applicant has not established that SOGCC has a legally recognizable connection to the property. In the December 1, 2025, submission, there was no property owner authorization form, and the Applicant has not represented that it holds title to, or a contract or option to purchase the Subject Property. The property owner authorization form has deficiencies, not only was it submitted 13 days after the Application was filed, and 7 days past the December 1st deadline for applications to be considered at the February 5th Planning Commission Meeting, but neither the property address nor the Property Owner matches the "Authorizer Signature" of record according to the Fulton County property records and Secretary of State's yearly filing for MLOT LLC.

- Enforcement otherwise shifts to **adjacent owners;**
- The adjoining property owners have experienced **prior noncompliance** with similar uses in the past;
- Churches and religious organizations typically will not limit occupancy to actual seating capacity, or parking requirements;
- The requested approval would allow **mixed or multiple principal uses, the majority of which are not related to the religious use; and**
- There is no self-interested private landlord to enforce the conditions.

The City of Alpharetta and other governmental bodies routinely require performance bonds related to development activity including 18-month landscape maintenance bonds (at the full cost or value of all landscaping improvements) as a precedent condition to obtaining a certificate of occupancy; and, erosion control or tree protection bonds as a condition of obtaining a Land Development or Disturbance Permit. Thus, governmental entities do have reasonable mechanisms to ensure compliance with regulations and use conditions without unduly burdening adjoining property owners and users.

For example, the City could include a reasonable use condition of the following nature:

> *Performance Assurance for Compliance.*
>
> *Prior to issuance of any certificate of occupancy, the Applicant shall post a performance bond, letter of credit, or other financial assurance acceptable to the City in an amount sufficient to secure compliance with all conditions of approval, including but not limited to maximum occupancy limits, parking restrictions, operating hours, and special-event limitations.*
>
> *The assurance shall remain in effect until the City determines that the use has demonstrated sustained compliance for a minimum period of ___ months.*

We have provided our comments and analysis concerning parking and compliance with UDC 2.5 by a separate letter and incorporate that content herein by reference. The comment contained in the concurrence paragraph of the Staff Report which states that there is "sufficient on-site parking" is unsupported by the facts and governing ordinances.

We have provided our comments and analysis of the current Application's deficiencies and process irregularities by separate letter and incorporate that content herein by reference.

In review of the Staff's analysis relative to Standards for Master Plan Amendments (page 3 of Staff Report for 2/5/26), some of the analysis appears relatively perfunctory. For example, in response to question (b) "Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property," there is no detailed analysis nor even acknowledgement that two of the immediately adjacent properties on Nobel Court consist of undeveloped raw land. Adjacency factors related to each of these respective properties could affect their value, including proximity to conflicting uses, and potential issues, such as parking spillover. The Staff response to questions (d) and (h) are non-responsive and do not contain relevant analysis of individual factors the questions are requesting. Staff's response to the Conditional Use Review Criteria are also incomplete or non-responsive. For example, on question 1, the analysis does not address traffic flow, emergency vehicle access, or potential consequent spillover parking onto Nobel Court which is only 25 feet wide and cannot accommodate off-street parking. For question 2,

Staff writes "The above-referenced improvements are provided on the subject property" which is at least, in part, factually incorrect at the date of writing. The response to question 3, does not address whether the proposed use would be injurious to the use and enjoyment of adjacent or nearby properties. The response to question 5 does not address whether the conditional use for the Subject Property may "impede the normal and orderly development for uses predominant in the area" with respect to the adjacent or surrounding undeveloped parcels at 125 and 136 Nobel Ct, or the undeveloped parcel on Alderman Drive, further identified as Parcel No.: 21 552010400634. These 3 vacant parcels represent 3 of the 12 parcels comprising POD 16.

The objective questions contained in UDC relative to the Standards for Master Plan Amendments and Conditional Use Criteria require a more critical analysis for a well-reasoned opinion, so that the resulting decisions are consistently fair to all parties and are not rendered on a basis that is arbitrary or capricious.

There is no precedence for adding 'Church, synagogue' as a conditional use within POD 16, and a very weak precedent was set with respect to POD 56. In 2006 when Hanakkuk applied for a Master Plan Amendment and Conditional Use Permit at 1111 Alderman Drive (within a site immediately contiguous to the Subject, City Staff expressed concerns to the Council including but not limited to the following:

- With the church use within an office park;
- That church use is not consistent with uses predominant in the area including POD 56;
- That the location and character of the church may not fit into an office park environment;
- That the church may wish to add other worship times and workshops in the future that may conflict with surrounding business and result in code enforcement issues; and
- That the Church is not a business service use.

Prior to the Council meeting, the Planning Commission voted unanimously to recommend denying the Hanakkuk application.

Neither the Applicant nor the opponents of this potential Master Plan Amendment are entitled to a specific outcome; however, both parties and the public are entitled to a reasoned and objective decision relative to the promulgated criteria taken as a whole and informed by the Staff Report and public feedback. Alderman Drive Holdings appreciates the opportunity to express our concerns and submits this letter subject to a full reservation of rights as an interested adjacent party. We are happy to answer any questions staff may have or to supply reference materials to the extent we have failed to adequately cite source documents.

Sincerely,

Brian E. Fees, Managing Member

Appendices Attached:

- Appendix A – Applicant's history of entitlement applications in Alpharetta
- Appendix B – Properties adjacent to and surrounding 145 Nobel Court
- Appendix C – Information on select churches in proximity to 145 Nobel Court
- Appendix D –Annotations to Page 2 Table from Staff Report of 2/5/26.

- Appendix E – Comparison of Applicant, Staff, and Alderman's Assessment of Rezoning and Master Plan Amendment Review Criteria as prepared for 2/5/26 Planning Commission Hearing.
- Appendix F – Comparison of Applicant, Staff, and Alderman's Assessment of Conditional Use Review Criteria as prepared for 2/5/26 Planning Commission Hearing.

Transmittal Materials provided separately:

- Alpharetta City Council Approved 1993 Windward Letter of Intent (An amendment to prior Approvals) – 176 Pages – OCR version
- Staff Report and Application 2023 – Free Church
- Staff Report and Application 2007 – 1st Baptist Church – Windward
- Approved Site Plan for 145 Nobel Court – obtained from City by FOIA request

Copies to be provided in due course to others:

Janet Bozeman, Esq. for Windward Business Association

All of the property owners within Windward Business Association POD 16, and two adjoining properties in POD 56.

APPENDIX A -APPLICANT'S HISTORY OF ENTITLEMENT APPLICATIONS WITHIN THE CITY OF ALPHARETTA

:

APPLICANT (SOGCC) HISTORY OF ALPHARETTA ENTITLEMENT APPS				
Date	**Matter**	**Square Ft**	**Seats**	**Parking Represented by Applicant**
1200 UPPER HEMBREE ROAD				
Aug-20	CU-20-03/V-20-10	22,211	250	165
Jun-25	PH-25-14	14,600	170	104
145 NOBEL COURT				
Dec-25	MP-26-01/CU-26-01	18,027	128*	64
Footnote 1. On application, indicates 128 seats in 2,000 sq.ft. of Building				
Footnote 2. On application, indicates intent to expand sanctuary to 5,000 square feet (warehouse area) but does not address seating nor parking				
Windward Detail	**Address/APN**	**Acres**	**Owner of Record**	
POD 16	145 Nobel Ct APN: 21-552010470546	1.619	MLOT LLC	

ADJACENT AND SURROUNDING USES AND STATISTICS - PREPARED FOR OR BY ALDERMAN DRIVE HOLDINGS										
POD #	Address	Adjacent Ft	Parking Spaces	APN	Use	Square Ft Bld	Warehou	Land Acres	Owner	Occupant
POD 16	145 Nobel Ct	NA	54	21-552010470546	Office/warehouse	18,816	4,800	1.619	MLOT LLC	Substantially Vacant
POD 16	1255 Alderman Dr	253	113	21 552010400287	Office	14,000	-	2.51	Alderman Drive Holdings, LLC	Sierra Cedar
POD 16	136 Nobel Ct	385	6+ lot (vacant)	21 552010400386	Vacant Land	NA		1.73	Georgia Power Company	NA
POD 16	125 Nobel Ct	229	NA	21 552010471619	Vacant Land	NA		2.379	B & K TAMVACAKIS REVOCABLE TRUST THE	NA
POD 16	1275 Alderman Dr	0	57 plus service area for warehouse	21 552010400444	Office/warehouse	17,513	3,450	1.81	SETTI HOLDINGS LLC	Circle Group Specialty Contractors
POD 16	Alderman Dr	0	NA	21 552010400634	Vacant Land	NA		0.83	SETTI HOLDINGS LLC	Vacant
POD 16	105 Nobel Ct	0	45	21 552010400576	Office	13,578		1.316	METIC HOLDINGS LLC	Telchemy Inc
POD 16	1375 Alderman Dr	0	53	21 552010400584	Office	11,712		1.33	ADE 828 LLC	Forward Solutions
POD 16	1455 Alderman Dr	0	21	21 552010400345	Office	5,408	667	0.5724	QHN INC	247 Fleet Security
POD 16	1475 Alderman Dr	0	21	21 552010400352	Office	5,408		1.1	Elevation Real Estate LLC	Elevation Medical
POD 16	110 Nobel Ct	0	113 plus ample asphalt not striped	21 552010400360	Office/warehouse	50,980	17,200	3.12	CMB Industries LLC	Carson Industries & Noctis Technologies
POD 16	Nobel Ct	0	NA	21 552010470462	Vacant Land	NA		0.5	CMB Industries LLC	Carson Industries & Noctis Technologies
POD 56	1121 Alderman Dr	112	109	21 552010460406	Office/R&D	29,768		2.72	ACCENTOR LTD CO	Chemence Headquarters
POD 56	1111 Alderman Dr	102	354	21 552010470413	Office/Light Industrial	77,664		7.28	Windward Campus Owner LLC	Multiple Tenants
POD 57	Nobel Ct. Substation	NA	NA	21 552010470603	OTHER				Georgia Power Substation	
POD 57	Nobel Ct. Substation	NA	NA	21 552010400220	OTHER				Georgia Power Substation	

APPENDIX C INFORMATION ON SELECT CHURCHES IN CLOSE PROXIMITY TO 145 NOBEL COURT

Church	Notes	Address	Distance fr subject	City	Count	Site SI	Sq. Fo	Sanct	Taxi	Parking	Services	Website
Hope Church Union Hill	1 congregation Large parking lot, completely full with police support.	4250 McGinnis Ferry Rd. (Not in Windward Business Center)	.7 miles	Alpharetta	Forsyth	19.4 acres	13,400	230 seats	Exempt	115	Sunday Services, 9:00 AM & 10:30 AM Ladies bible study, W 9:30 to 11:30 AM Morning Prayer Gatherings, TH 7:00 AM	[redacted]
Church of Jesus Christ of Latter Day Saints https://www.youtube.com/watch?v=tCeukABWbal	3 congregations - approximately 200 each Large parking lot, isolated from other uses, good access from McGinnis & Union Hill Rd.	1750 Windward Concourse (Not in Windward Business Center)	.57 miles	Alpharetta	Forsyth	8.4 acres	18,044	250 seats	Exempt	186	Sunday Services, 9:00 AM & 10:30 AM (2 hours each)	[redacted]
Abundant Life Church aka County Line Baptist https://abundantlifega.org/	Congregation size - 200 Located off Alpharetta Highway, good parking, lot full. Isolated from neighbors	430 Strickland Rd (Not in Windward Business Center)	1.64 miles	Alpharetta	Forsyth	1.03 acres	8,648	<3,000 sq	Exempt	77 verify	Sunday Services, 10:30 AM Student Ministry, W 7:30 to 9:30 PM Corporate Prayer, T 6:00 to 7:00 PM Periodic Block Parties	[redacted]
Calvary Chapel Alpharetta	Located on a large site, adjacent to a school and with ample parking and land. Large arterial street access.	200 James Road (Not in Windward Business Center)	2.0 miles	Alpharetta	Forsyth	12.32 acre	22,000		Exempt	103 paved plus unpaved surface to double	Sunday Prayer Service: 8:15 to 8:45 AM Sunday Service: 10:00 AM Sunday Youth Service: 6:00-8:00 PM Other Programs weekly or Bi-weekly Evenings M-F Tuesday Young Adult Service: 7:00-8:30 PM	[redacted]
Hamzah Islamic Center	Standalone complex with small school. Significant parking overall	665 Tidwell Road (Not in Windward Business Center)	1.37 miles	Alpharetta	Forsyth	11.84 acre	21,700		Exempt	75 on paved, plus unpaved surface nearly doubles parking, Lots of room to expand		[redacted]
Habakkuk Center	Leased location in a large, multi-tenant industrial complex with loose zoning with excess parking.	1350 Tidwell Dr (Not in Windward Business Center)	.84 miles	Alpharetta	Forsyth	Leased	Leased		?	Parking on complex site in excess of 100 spots	Sunday Worship: 11:00 AM EST Bible Study & Prayer: 7:00 PM EST	[redacted]
Spirit of God Christian Church Approved	Fully entitled parcel for new church	1200 Upper Hembree Rd (Not in Windward Business Center)	5 miles	Alpharetta	Fulton		Pending Construction		Taxable			
Free Chapel Worship Center 550 members	47,153 square feet including a 300 seat auditorium to be used by Church. 76,829 to be leased for commercial office.	3755 Mansell Road (Not in Windward Business Center)	5 miles	Alpharetta	Fulton	9.88 acres	Existing building	300 seat sanctuary with concurrent support staff of 100	Exempt	509 existing spaces. Parking meets concurrent use requirement for office at 307 spaces and 2:1 seating for the worship space at 150 car spaces.	Multiple	

APPENDIX D – ANNOTATIONS TO PAGE 2 TABLE FROM STAFF REPORT OF 2/5/26

TABLE COPIED FROM PAGE 2 OF STAFF REPORT DATED FEBRUARY 5, 2026 (WITH COMMENTARY)					
File #	**Project Name**	**Pod**	**Requested Change**	**Outcome**	**Date**
MP-13-04 / CU-13-09	HealthSouth	66	60-bed acute inpatient rehabilitation hospital. (????)	Approved	08/26/13
MP-12-08 / CU-12-08	Karate Atlanta	56	Karate School	Denied	09/23/12
MP-11-03 / CU-11-01	Amana Academy	14A	School, Academic	Denied	12/19/11
MP-07-08 / CLUP-07-08	Windward Mill	66	80,000 SF retail, 800,000 SF office, 250-rm hotel (10,000 SF meeting space), 400 For-Sale Condos (Allowed under CCRs)	Approved	04/28/08
MP-07-07 / CLUP-07-07	1st Baptist Church	66	Church and associated uses (NEVER BUILT - LAND REMOVED FROM WINDWARD BUSINESS CENTER)	Approved	10/22/07
MP-06-14 / CU-06-04	Habakkuk Center	56	Church (NEVER APPROVED BY ASSOCIATION - NO LONGER HERE). CENTER OPENED BEFORE SUBMITTING APPLICATION TO CITY OR ASSOCIATION. (ASSOCIATION OPPOSED)	Approved	01/22/06
MP-04-02 / CU-04-02	Comprehensive Martial Arts	56	Personal Training Studio with Office (MOSTLY CORPORATE HQ)	Approved	06/21/04
MP-01-08	Source Fitness	14A	Health Club (Fronts North Point Parkway and allowed under CCRs)	Approved	09/24/01

APPENDIX E – COMPARISON OF APPLICANT, STAFF, AND ALDERMAN'S ASSESSMENT OF AMENDMENT REVIEW CRITERIA AS PREPARED FOR 2/5/26 PLANNING COMMISSION HEARING

REZONING & MASTER PLAN AMENDMENT REVIEW CRITERIA (Page 14 of Application Package) ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA AS PREPARED FOR FEBRUARY 5th HEARING				
Ref	**Criteria Description**	**Applicant's Response**	**Staff Response** *STANDARDS FOR MASTER PLAN AMENDMENTS* *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:*	**Alderman Drive Holdings' Response**
A	How will this proposal be compatible with surrounding properties?	1. This facility will be compatible with the surrounding properties as minimal business office space will be utilized. 2. We will also utilize the property as it is zoned for business purposes. In addition to general church use which will be outside of regular business hours.	Staff memo responds to a slightly different question: a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property. Response: The applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties. Properties in the immediate vicinity are primarily developed with flex office/warehouse buildings. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Applicant's answer is comprised of 2, non-responsive, non-sequitur statements, neither of which address the Review Criteria or the criteria specified in O.C.G.A for assessment of compatibility. Re. Staff's response, POD 16 is comprised of 19 acres, 12 owners, and 8 buildings including the Subject. The 8 buildings contain 137,500 square feet of which slightly over 26,000 (19%) is warehouse – the balance is office and R&D labs. There is no church, religious, or public establishment located within POD 16 and Windward Business Center already has the maximum hotels and conference centers allowed under the Declaration and CCRs. The Windward Plan permits Office Institution, research and development, office-professional, light industrial and hotel/conference center categories. Parking requirements are 1 space per 250 square feet. Each of the above categories of use within the Windward MP has a more narrow and limited definition than the same categories have when using Alpharetta's zoning code outside of the Windward MP. The Alpharetta adopted zoning references "Requirements made by Windward Properties, Inc…within the Business Center regarding setbacks, open space, and site constraints in the Business Center "Declarations of Covenants, Conditions and Restrictions,: and "Business Center Design Guidelines",… The Declarations and CCRs are recorded and run with the land. Each category of use is further defined. "The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective-legal representatives, heirs, successors, and assigns."
B	How will this proposal affect the use and value of the surrounding properties?	1. The facility will have no negative impact on the surrounding properties. 2. Pending internal renovations, the acquisition of this property will increase the value of the surrounding properties.	Staff memo responds to a slightly different question: b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property. Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with flex office/warehouse buildings. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Applicant's answer is comprised of 2, non-responsive statements, neither of which answers the question of how. Both statements are conjecture without any supporting evidence or information. Accordingly, these statements cannot be considered for the Review Criteria. Applicants assertion that the proposed use will increase the value of surrounding properties is wholly inconsistent with any professional standards applicable to appraisal or valuation and also inconsistent with the content of thoughtful and well-prepared applications for similar use presented to the City in recent years. Similarly, the City's affirmative response "would not adversely affect" is unsupported with any analysis or objective data. Staff response does not address value impact of surrounding properties. An under-parked public assembly space collocated in a multi-tenant commercial building next to a single or multi-tenant office building, R&D facility, or high-technology manufacturing facility may introduce functional risk, leasing friction, and valuation uncertainty that reduces marketability and value, even if conflicts have not yet occurred. From a real-estate economics standpoint, this may be an adverse adjacency—not because of a church or assembly use per se, but because of parking, peak traffic, and use-compatibility risk.
		1.	Staff memo inserts a new question for Planning Commission and City Council: Whether the zoning proposal will adversely affect the natural environment. Response: The proposal should not have significant impacts on the natural environment. The applicant proposes to re-use an existing building and there are no impacts to trees.	Agree with Staff's commentary.
C	Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.	1. Yes, however not for the use that we are requesting. 2. If the Conditional Use is granted, the property can be further developed for reasonable economic use benefiting surrounding properties.	Staff memo responds to a slightly different question: d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.	Applicant's answer is comprised of 2, non-responsive statements, neither of which answers the question of how. Both statements are conjecture without supporting evidence or information. Accordingly, these statements cannot be considered for the Review Criteria. Applicants assertion that the proposed use will increase the value of surrounding properties is inconsistent with is inconsistent with the content of thoughtful and well-prepared applications for similar use presented to the City in recent years.

REZONING & MASTER PLAN AMENDMENT REVIEW CRITERIA (Page 14 of Application Package) ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA AS PREPARED FOR FEBRUARY 5th HEARING				
Ref	**Criteria Description**	**Applicant's Response**	**Staff Response** *STANDARDS FOR MASTER PLAN AMENDMENTS* *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:*	**Alderman Drive Holdings' Response**
		3. We will maintain the business aspect, increase the value and use of the property, while facilitating general church use.	Response: The subject property is approved for office/industrial use. The church's peak trip generation will be on Sundays when surrounding properties are not operational. In addition, 'Church, Synagogue' has been added as a conditional use in the Windward Master Plan in Pods S6 and 66, which also have a Business Center land use designation.	Similarly, the City's affirmative response "would not adversely affect" is unsupported with any analysis or objective data. Staff response also fails to address value impact of surrounding properties. An under-parked public assembly space including for example, a church, collocated in a multi-tenant commercial building next to a single or multi-tenant office building, R&D facility, or high-technology manufacturing facility introduces functional risk, leasing friction, and valuation uncertainty that materially reduces marketability and value, even if conflicts have not yet occurred. From a real-estate economics standpoint, this is a potential adverse adjacency—not because of the church or public assembly per se, but because of parking, peak traffic, and use-compatibility risk.
D	What would be the increase to population and traffic if the proposal were approved?	The increase to population and traffic would be minimal[10] during normal business hours[11] and moderate[12] during non-business hours.	Staff memo responds to a slightly different question: e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection. Response: The proposal should not have significant impacts on public facilities and services. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Applicant's and Staff response(s) do not address the number of churches (5) located in the immediate proximity and outside of Windward Business Center. Alderman Drive is used heavily on Sunday morning by road bicyclist to practice due to its low vehicular activity. Alpharetta has few places where road cyclist can practice as they operate at speeds that are unsafe on the Greenway and traffic on other arterial streets is excessive. Alderman is also used periodically for charity walks and other activities permitted by the City.
E	What would be the impact to schools and utilities if the proposal were approved?	For a facility our size with minimal business hours, our utility impact would be minimal.		
F	How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?	1. We will keep the property up to standard with the Windward Master Plan. 2. We will abide by any regulations within the Alpharetta Comprehensive Plan and Future Land Use Map.	Staff memo responds to a slightly different question: i. The extent to which the zoning proposal is consistent with the Comprehensive Plan. Response: The zoning proposal is consistent with the comprehensive land use plan designation of the property, which is 'Corporate Office'.	Applicant's 2 statements are non-responsive to the question and Review Criteria. For purposes of the Review Criteria, the statements should be disregarded. The proposed use is inconsistent with the use restrictions which run with the property and which were referenced when the City adopted the Windward Master Plan.
G	Are there existing or changing conditions which affect the development of the property and support the proposed request?	There are no existing or changing conditions that affect the development of the p	Staff memo responds to a slightly different question: 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.	Applicant's answer is comprised of 2, non-responsive statements, neither of which answers the question of how. Both statements are conjecture without any supporting evidence or information. Accordingly, these statements cannot be considered for the Review Criteria. Applicants assertion that the proposed use will increase the value of surrounding properties is wholly inconsistent with any professional standards applicable to appraisal or valuation and also inconsistent with the content of thoughtful and well-prepared applications for similar use presented to the City in recent years. An under-parked public assembly space including for example, a church, collocated in a multi-tenant commercial building next to a single or multi-tenant office building, R&D facility, or high-technology manufacturing facility introduces functional risk, leasing friction, and valuation uncertainty that materially reduces marketability and value, even if conflicts have not yet occurred. From a real-estate economics standpoint, this is a potential adverse adjacency—not because of the church or public assembly per se, but because of parking, peak traffic, and use-compatibility risk.
H	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.	No Response	Staff memo responds to a slightly different question:	The Applicant fails to provide any evidence or information supporting the statements contained in its response to the Review Criteria

[10] Oxford Dictionary defines "minimal" as a minimum amount, quantity, or degree; negligible.
[11] Based on the City of Alpharetta's official, publicly available information and code, a singular, comprehensive definition for "normal business hours" within the zoning ordinance is not explicitly defined. This term is also not defined in the Alpharetta UDC.
[12] Oxford Dictionary defines "moderate" as an adjective describing something that is neither extreme, excessive, nor very large/small, often staying within reasonable limits (e.g., "moderate price," "moderate exercise").

REZONING & MASTER PLAN AMENDMENT REVIEW CRITERIA (Page 14 of Application Package) ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA AS PREPARED FOR FEBRUARY 5th HEARING				
Ref	**Criteria Description**	**Applicant's Response**	**Staff Response** *STANDARDS FOR MASTER PLAN AMENDMENTS* *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:*	**Alderman Drive Holdings' Response**
			Staff memo responds to an additional question not put forth to Applicant related to takings. 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. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Applicant's proposal is likely to remove the subject property from county and city property tax rolls including removing the commercial office space from the property tax rolls notwithstanding such use is unrelated to the proposed religious use. (See 2024 exemption granted by Fulton County to Free Church for its mixed use property on Mansell Road). Alderman asserts that the Applicant's proposal more likely than not places a parking or non-criminal trespass burden on surrounding commercial properties and with respect to probable parking violations on Nobel Court because the parking available on the subject property does not have sufficient parking relative to the UDC requirements. Alderman also notes that Applicant and Staff have not addressed adjacency factors relative to the value of appraisal of adjacent properties and there is no expert report or professional support that the proposed development and use are neutral to surrounding property owners in POD 16. Staff does not address loss of property tax revenue from church use and ownership of the subject property or that such non-taxed use will allow the owner to compete with a lower costs basis and at below market lease rates to the disadvantage of other commercial owners. Please reference MP-23-07/CU-23-04 Free Chapel Alpharetta Campus and mixed-use location at 3755 Mansell Road. Effective 1/1/25, Fulton County removed the entirety of the property from the tax base making that property including its 50% commercial portion from the tax base. [13] In 2023 and 2024, the 127,000 square foot subject property contributed over $325,000 in property taxes not including City of Alpharetta property tax. The top 3 floors were to be used for commercial office space. **Table 1: Square Foot by Floor** **Floor** / **Square Footage** Mezzanine / 23,998 SF 1 / 23,155 SF 2 / 23,242 SF 3 / 27,242 SF 4 / 26,345 SF Unlike 3755 Mansell Road, 145 Nobel Court is currently under-parked and if converted to include a co-located church or public assembly facility, it will become severely under-parked/ A multi-tenant under-parked commercial building next to a single or multi-tenant office building, R&D facility, or high-technology manufacturing facility may introduce functional risk, leasing friction, and valuation uncertainty that reduces marketability and value, even if conflicts have not yet occurred. From a real-estate economics standpoint, this may present an adverse adjacency—not because of the church or public assembly use per se, but because of parking, peak traffic, and use-compatibility risk.

[13] https://qpublic.schneidercorp.com/Application.aspx?AppID=936&LayerID=18251&PageTypeID=4&PageID=8156&Q=1478498853&KeyValue=12+262007040257

APPENDIX F – COMPARISON OF APPLICANT, STAFF, AND ALDERMAN'S ASSESSMENT OF CONDITIONAL USE REVIEW CRITERIA AS PREPARED FOR 2/5/26 PLANNING COMMISSION HEARING

CONDITIONAL USE REVIEW CRITERIA (ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA				
Conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows: A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:				
Ref	**Criteria Description**	**Applicant's Response**	**Staff Response**	**Alderman Drive Holdings' Response**
A	Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;		Response: The subject property has access from the Nobel Court cul-de-sac. Nobel Court is located off Alderman Drive, which connects to Windward Parkway to the west and Windward Concourse to the east. S The church's peak trip generation will be on Sundays when surrounding businesses are not in operation. Therefore, the proposed church would not negatively impact traffic or pedestrian safety.	Alderman notes that there are no references to a parking or traffic study. See as reference the traffic study analysis included in the Free Church MP case.
B	The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;		Response: The above-referenced improvements are provided on the subject property.	Alderman response: There is no refuse area or screening present on subject property as this required element has been entirely removed. Buffers and screening have not been maintained and have, over time died, leaving the parking lot and loading areas visible to adjoining properties.
C	Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;		Response: The proposal should not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Alderman: There are at least 6 churches within 2 miles of the subject property with average distance of just under 1.2 miles. None of the churches are located within the Windward Business Center, instead these churches operate on arterial streets and roads with better access and better parking (average of 109 parking spaces typically with capacity to expand). Subject property is in the heart of the POD 16, in the heart of Windward Business Center and on a narrow, low traffic non-arterial street. Staff does not address factors related to value of the 5 adjoining properties, impact of certain assembly activities such as funerals, which may conflict in time with other uses proposed on subject property, contiguous/adjacent properties, and surrounding properties. [Adjacency factors] The proposal also does not address other citizens of Alpharetta who use Alderman Drive for road biking practice. [redacted] [redacted] h[redacted]
D	Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;		Response: Not applicable.	Applicant's proposed use and activities will increase after business hours activity in a Business Center that primarily houses high-tech manufacturing, Research and Development, and Data Centers. Larger properties have 24X7 security onsite while smaller operators rely on remote monitoring. Adjacent owners have been able to operate consistently with Windward Design Standards which discourage perimeter fencing and other physical security (Windward Design Guidelines promote a barrier-free Business Center). Given the very limited parking on subject property, it is likely that non-criminal trespass will occur requiring adjoining property owners to incur incremental security costs and or capital costs to erect physical security measures.
E	Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area;		Response: The proposal should not impede the normal and orderly development of surrounding properties, which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	Staff response is without professional citations or support and is speculative – no longitudinal research is cited.
F	Ensuring that the location and character of the conditional use is consistent with a desirable pattern of development for the city, in general; and		Response: The location and character of the 'Church, Synagogue' is appropriate as it relates to the use and development of adjacent or nearby properties which are primarily developed with office/industrial businesses operating during the weekday. The church's peak trip generation will be on Sundays when surrounding businesses are not in operation.	The location and character of the conditional use is not consistent with the original zoning conditions for POD 16 or for the Windward Business Center as those are documented in City files.

APPENDIX F – COMPARISON OF APPLICANT, STAFF, AND ALDERMAN'S ASSESSMENT OF CONDITIONAL USE REVIEW CRITERIA AS PREPARED FOR 2/5/26 PLANNING COMMISSION HEARING

CONDITIONAL USE REVIEW CRITERIA (ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA				
Conditional use standards established in UDC Sec. 4.2.3 (B) which are as follows: A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:				
Ref	**Criteria Description**	**Applicant's Response**	**Staff Response**	**Alderman Drive Holdings' Response**
				Current owners and operators within POD 16 and the Windward Business Center purchased and made capital investments in reliance of the protections afforded in the Alpharetta zoning and based on the Declaration, covenants, and conditions that run with the property and which are noted in City files.
G	Ensuring that the conditional use is appropriately separated from similar uses and conflicting uses, such as residences, government buildings, parks, churches, or schools.		There are no 'Church, Synagogue' uses in the immediate area and there are no conflicting uses.	There are at least 6 churches within 2 miles of the subject property. All of these will likely use the same McGinnis Ferry onramp/access off GA400 to support their parishioners and for future development. There are no public schools within the same 2 mile radius. There are no schools, or childcare facilities within the Windward Business Center.

GDCR ATTORNEYS AT LAW

February 19, 2026

VIA Email to City Attorney Molly Esswein
City of Alpharetta Planning Commission
Alpharetta City Hall
2 Park Plaza
Alpharetta, GA 3009

Re:**Applicant:** SPIRIT OF GOD CHRISTIAN CHURCH, INC
Owner: MLOT LLC
Property: 145 Nobel Court, City of Alpharetta, Georgia
Proposed Conditional Use Permit: Church
Application: #(MP-26-01/CU=26-01)

Dear Commission Members:

This firm represents Spirit of God Christian Church, Inc., a place of worship, which currently has an application pending with the City of Alpharetta for a Conditional Use Permit for a church.

The Church has been in existence for over 21 years and is a long-standing member of the Alpharetta community.

During the Planning Commission meeting on February 5, 2026, it appears there was much discussion by the sole "Opponent" in attendance, Sierra-Cedar/Alderman Drive Holdings, LLC, that the church would endanger the "security" of its and other nearby businesses.

During such meeting, the attorney for Sierra-Cedar, Jessica Cantrell, speculated that the church would have "late night hours," that it would be a "hang out," that it was "asking for loiterers to come," and that there would be "unknown people there."

Such allegations are entirely speculative and without any basis or fact. This is a church, not a nightclub.

If the opponent or the City is aware of studies or facts and figures showing that a church causes crime, it is welcome to send to me and my client so we can review. If the City is aware of any church or house of worship in the City of Alpharetta that has created a security issue for its community, please let us know.

In a letter to the Board, attached hereto, Opponent, without any specificity, states "two of the largest data breaches in US history involved businesses on or adjacent to Alderman Drive."

49 Atlanta Street
Marietta, Georgia 30060

2951 Flowers Road South, Suite 220
Atlanta, Georgia 30341

Gregory, Doyle, Calhoun & Rogers, LLC

Presumably these data breaches were hacks -- not actual physical break ins. [1] But that does not stop Opponent from then making the accusation that the Church creates a security risk.

Such massive digital thefts had nothing to do with the Church, and to in any way link the Church with such remote cyber crimes is disingenuous.

Sierra-Cedar is located on a public street accessed by anyone, located on a different street than the Property, and its own property is not fenced. For Sierra-Cedar to state that a church would "diminish" the "security of our operations," is alarmist and absurd.

Sierra-Cedar states that "Significant increases in evening, weekend and other *non-employment based-traffic* (emphasis provided) and *activity* (emphasis provided) diminish rather than *enhance the security* (emphasis provided) of our operations." This statement is entirely speculative and vague. My client welcomes an explanation of exactly what such "activity" entails and its definition of "non-employment based-traffic."

It is not the responsibility of the Church to protect Sierra-Cedar from worldwide hackers, or "enhance its security." Nor is it the responsibility of the Church to make Sierra-Cedar feel "comfortable" by its presence as a neighbor, as the Board has requested of my client.

Please note that Windward Business Center has a wide range of business, office, warehouse, industrial and retail uses, including and adjacent to the Property, Odyssey Escape Games, which provides parties and events 7 days a week includ[redacted]turday nights and 9 p.m. on Sunday nights.

To single out the church as a supposed disrupter amid such a diverse mix of uses is unreasonable and entirely unwarranted. Opponent's statement that the Church would impact the "professional business environment" of surrounding properties is conjecture.

To the extent that the Opponent has repeatedly questioned the Church's parking intent, the Church has agreed to certain parking restrictions and is further bound by the City's Code. To repeatedly question the Church's sincerity and proactively assume the Church will violate parking code before the Church has even bought the Property is accusatory and wholly unfair.

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[1] LexisNexis Risk Solutions' 2025 breach reportedly stemmed from an intrusion into a third-party software development platform and that a hacker accessed the firm's GitHub account, a cloud-based repository. A 2024 beach for National Public Data (NPD) exposed up to 2.9 billion records, and was attributed to hacking group called USDoD in early 2024, resulted in data being posted on the dark web.

GDCR ATTORNEYS AT LAW

To address the Board's statement that a church is like any other business, that is not true. It is specially protected under the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, et seq.

In addition, please be aware that attempts to limit when the congregants of the Church can worship, how they worship or the joyful sounds they make to God in worship infringe upon their right to worship and speak freely. The Church objects to any CUP Conditions that limit these constitutional rights.

The existence of covenants upon the Property for the Windward Business Park are private covenants that should not have any bearing on the City's decision. However, it is important to note that under state and federal law, non-residential covenants cannot prohibit a house of worship except under the most strictly construed circumstances. The covenants, adopted about 45 years ago, in this case allow uses that are wide-reaching including "office, research/development, commercial, industrial, apartment or related purposes as a master planned business and industrial park." To exclude a house of worship from this diverse mix of uses would be unlawful.

The Church and its Pastor, Randall Knighton, along with its attorney, would be pleased to answer any questions you have regarding its application.

Any Board Members or staff are specifically invited to the March 1, 2026 in-person service at Spirit of God Christian Church. This would be a great opportunity to meet the members of the Church. The service starts at 10 a.m. Website: h[redacted]Please give notice if you are attending so meeting space can be reserved for after the service.

DoubleTree Hilton Hotel
1075 Holcomb Bridge Rd.
Roswell, GA 30076

Sincerely,

GREGORY, DOYLE, CALHOUN & ROGERS, LLC

/Wendy W. Kraby/

Wendy W. Kraby

Enclosure

cc: Jessica G. Cantrell, Underwood Scoggins via email
Janet L. Bozeman, Windward Business Center Association, Inc. via email
Richard Calhoun, GDCR Law, via email

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.

Party appearing potentially in opposition: Dale Coggins

Subject Public Hearing Case: MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: Dale Coggins Date: 02/18/2026

DISCLOSURE FORM

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Party appearing potentially in opposition: BRIAN E. FEES

Subject Public Hearing Case: MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

Campaign Contribution Information:

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

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

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

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 02/18/2026

DISCLOSURE FORM

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Party appearing potentially in opposition: SIERRA - CEDAR, LLC

Subject Public Hearing Case: MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

Campaign Contribution Information:

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

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

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

Description of Contribution:	Value:
Description of Contribution:	Value:
Description of Contribution:	Value:
Description of Contribution:	Value:
Description of Contribution:	Value:

Campaign Contribution Information:

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

Signature: CFO/EVP Date: 2/9/2026

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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.

Party appearing potentially in opposition: TIMOTHY GEHRIG

Subject Public Hearing Case: MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

Campaign Contribution Information:

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

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

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

Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	
Description of Contribution:		Value:	

Campaign Contribution Information:

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

Signature: EVP Date: 2/9/2026

13

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.

Party appearing potentially in opposition: ALDERMAN DRIVE HOLDINGS, LLC

Subject Public Hearing Case: MP-26-01/CU-26-01 Spirit of God Church/Windward MP Pod 16

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: NO CONTRIBUTIONS — "N/A" Position: "N/A"

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

Campaign Contribution Information:

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

Signature: MANAGING MEMBER Date: 2/9/2026

13

UNDERWOOD | SCOGGINS
Attorneys at Law

202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040
[redacted]

February 5, 2026

City of Alpharetta Planning Commission
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

RE: Response from Interested Parties in Opposition to Applications MP-26-01/CU-26-01 Filed on Behalf of Spirit of God Christian Church.

Dear Board Members,

Our law firm and I have been retained by Sierra-Cedar Companies, LLC and Alderman Drive Holdings, LLC to act as its legal counsel in connection with the above-referenced Applications submitted by Mr. Randall G. Knighton on behalf of Spirit of God Christian Church concerning property located at 145 Nobel Court, Alpharetta, Georgia 30005, Parcel No.: 21-5520-1047-054-6 (the "Subject Property").

Sierra-Cedar Companies, LLC ("Sierra-Cedar") is a 30-year-old information technology firm with 500 U.S. employees and is headquartered at 1255 Alderman Drive here in Alpharetta, immediately adjacent to the 145 Nobel Court. Alderman Drive Holdings, LLC ("Alderman") owns the building in which Sierra-Cedar is headquartered and operates, including 2.51 acres in the Windward Business Center.

Sierra-Cedar and Alderman oppose any amendment to The Windward Master Plan and the issuance of a Conditional Use Permit that would allow for an existing commercial building to be repurposed for a "church/synagogue." For the past twenty-two (22) years, Sierra-Cedar has maintained its headquarters at 1255 Alderman Drive and has made substantial financial investments in Alpharetta, and is active in the Windward Business Center Association. Our long-term investment decisions were made in reasonable reliance on the City of Alpharetta's adopted Master Plan, zoning ordinances, and the long-standing intent that Windward Business Center function as a premier business and employment center. The proposed semipublic use as a church is adverse to property interests and inconsistent with those planning principles.

First and probably the most important, there is a clear conflict with the Declaration of Covenants, Conditions, and Restrictions for The Windward Business Center Association, which governs the property, even without the City's involvement. There are deed restrictions that bind property owners. The Use Restrictions in the Declaration state:

> "The Properties shall be used only for office, research/development, commercial, industrial, apartment, or related purposes as a master planned business and industrial park, as may more particularly be set forth in this Declaration,

> amendments thereto or subsequently recorded declarations creating associations or parcels subject to this Declaration, if any. The Association acting through the Board of Directors shall have standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association."

Any amendment to the Declaration requires an affirmative vote of two-thirds of the total voting power of the Association, which voting power is held exclusively by members, each qualified by ownership of land subject to the Declaration. A copy of the relevant portion of the Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association is attached hereto and incorporated by reference herein as **Exhibit "A."**

Second, the Windward Business Center has thrived because the City of Alpharetta (the "City") has consistently protected its commercial and employment-focused character areas and because the Declaration of Covenants, Conditions, and Restrictions provides protections necessary to attract the very large capital commitments which businesses and investors have made. The Windward Business Center continues to attract new businesses, expand, and grow during an otherwise difficult market for many office and commercial developments, and its prospects are good, particularly with increased access opening from Georgia 400 via the new McGinnis Ferry Interchange and the pending 400 express lane additions. Allowing a semipublic use in a location that is well established as an Office and Industrial Business Park is unwise and threatens property values, discourages reinvestment, and undermines decades of careful planning and private investment.

Third, businesses in the Windward Business Center operate on consistent weekday traffic patterns, predictable parking availability, and a cohesive business environment. Church uses introduce concentrated weekend and evening activities, special events, and parking surges that are incompatible with these established operational expectations and interfere with nearby businesses. Moreover, the businesses that operate within this area of the Windward Business Center, including Sierra-Cedar's, concentrate on information technology applications and data processing, all with heightened security requirements due to the nature of their clients or the data they store or access. Two of the largest data breaches in US history involved businesses on or adjacent to Alderman Drive. Other adjacent locations are centric to research and development. Significant increases in evening, weekend, and other non-employment-based traffic and activity diminish rather than enhance the security of our operations.

Fourth, as an adjacent landowner, Sierra-Cedar and Alderman would experience the impacts of this proposed use most directly. A church generates peak traffic, parking demands, and activity patterns that differ materially from those of office and commercial uses. These impacts affect access, circulation, parking availability, and the professional business environment that surrounding properties depend upon. Mr. Knighton and the Spirit of God is not the first church to express interest in the Subject Property in the last six (6) months. The Windward Business Center Association, Sierra-Cedar, and Alderman have been approached by multiple potential parties wanting to use the Subject Property as a church. Each inquired about leasing Sierra-Cedar's parking lot because the Subject Property lacks sufficient parking to accommodate a church

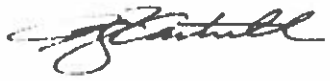
congregation. Sierra-Cedar has declined all requests to allow use of its adjacent parking lot. The Subject Property has sixty-two (62) parking spaces, and the building is over 18,000 square feet of space; 4,800 square feet of that space is a warehouse, which Mr. Knighton indicates may be a future worship hall. The Subject Property was previously used as office space (7,000 square feet), with the remainder used for storage and light industrial equipment repair (microfiche machines and processing), which explains the limited parking availability. The Subject Property does not have sufficient parking to support the requested use without infringing on the adjoining property owners. There is also the potential for spillover congestion on internal roadways due to insufficient parking, which may impact emergency access and delivery vehicle movements. These internal roadways are not designed to accommodate off-street parking. Increased traffic volume and noise from large crowds may create patterns that unduly constrain future development for existing investors.

Fifth, the Windward Business Center was deliberately planned and developed as a high-quality commercial and employment district. If the City were to approve the above-referenced Applications and amend the Windward Master Plan to accommodate a church use, that would represent a fundamental departure from the original and intended purpose of this Business Park. Such an amendment undermines the predictability and stability upon which long-standing property owners rely when making substantial, long-term investments.

Lastly, as an interested party, we reserve all Constitutional and Other Legal Rights, and this Letter will serve as our Reservation of Rights ("the Reservation"). Mr. Knighton ("the Applicant") did not file a complete Application when it was filed, nor does he have the correct Property Owner listed. The Property Owner Authorization was not signed until December 9, 2025, after the Applicant had already submitted the Application. Further, the Subject Property is owned by MLOT LLC, with the authorizer's signature being Ming Liu. It is unclear from the Property Owner Authorization who signed on behalf of the Corporate Business Owner.

For the above-stated reasons, we ask that the Board Members vote no on Applications MP-26-01 and CU-26-01. Thank you for your consideration.

Sincerely,



Jessica G. Cantrell

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EXHIBIT A

Amend 14788-261 X Amend 11219-319 X
Amend-2626/326 X Amended — 25756/13
Amend: 9197-242 ✓ Amend. 17671 ✓
Amend: 9373-268 ✓
Amend: 12176-122 ✓ Amend 9453-198 ✓
Amend- 13858-336 ✓

STATE OF GEORGIA
COUNTY OF FULTON

References: Deed Book 6700
Page 362

Amend 20075-227

RE-RECORDING OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDWARD BUSINESS CENTER ASSOCIATION

Amend 13778-39 ✓

WHEREAS, Windward Properties, Inc., a Delaware corporation, (hereinafter referred to as "Declarant"), filed a Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association, (hereinafter referred to as "Declaration"), filed and recorded on October 25, 1983, in Deed Book 6700, Page 362, et seq., Fulton County, Georgia Records; and Amend 11379-123

WHEREAS, the Declarant's execution of the Declaration was inadvertently not attested to; and Amend 13626-337

WHEREAS, the Declarant has re-executed the Declaration on Page 32 and that execution has been duly attested or by a witness and notary public; and Amend 14102-211

WHEREAS, Consents to the re-recording of the Declaration by all owners of property located within the property description contained in Exhibit "A-1" have been recorded in the Fulton County, Georgia Records;

NOW, THEREFORE, the Declaration is hereby submitted for re-recording, together with the attached Consents

Amend 21467-140

GEORGIA, Fulton County Clerk's Office Superior Court
Filed & Recorded DEC 6 1989 3 11 Linda J. Hines CLERK

Amend 516, 8 146

8730 pg 82

Amend 20730-048, 51 ✓
Amend 20784-041 ✓
Amend 21214-240 ✓
Amend 21232-221

Amend 21650-312, 338
Amend 02120-081
Amend 22440-248
ASGN 23479-389
Amend 24690-287
Amend 24678-25
Amend 27112/242
Amend 28453/314

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 8700
Page 362

CONSENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDWARD BUSINESS CENTER ASSOCIATION

Digital Communications Associates, Inc.,

as owner of certain real property located within the property description contained in Exhibit "A-1" of the Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association by recorded deed referenced above, hereby acknowledges that it took title to that property subject to the Declaration which was originally recorded in Deed Book 8700, Page 362, of the Fulton County, Georgia Records, and hereby consents to the re-recording of the Declaration in order to include attestation of the Declarant's signature.

IN WITNESS WHEREOF, the undersigned, by and through its duly authorized and appointed officers, has signed, sealed, and delivered this Consent this 29th day of November, 1983.

Digital Communications Associates, Inc.

By: _____

Title: _____

Attest: _____

Title: _____

Signed, sealed, and delivered this 29th day of November, 1983, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

N. P. SEAL

8750 93

STATE OF GEORGIA

COUNTY OF FULTON

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR WINDWARD BUSINESS CENTER ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association, (hereinafter referred to as the "Declaration"), having previously been recorded at Book 238, Page 302, Forsyth County, Georgia Records, on that tract of land located in Forsyth County, Georgia, and described in Exhibit "A", is hereby recorded with the Clerk, Superior Court of Fulton County, as the same Declaration of Covenants, Conditions, and Restrictions creating the same system of covenants and restrictions and the same Association in Fulton County as has been created in Forsyth County. The initial property to be submitted in Fulton County is described in Exhibit "A-1", attached hereto. Exhibit "A-1" is separate and distinct from Exhibit "A", and restrictions contained in Article X, Section 4, of this Declaration do not apply to the land contained in Exhibit "A-1".

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded OCT 25 1983 at 4:33 Barbara J. Pace CLERK

5729 pg 54

BOOK 570 PAGE 362

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

WINDWARD BUSINESS CENTER ASSOCIATION

HYATT & RHOADS, P.C.

Attorneys

2200 Peachtree Center Harris Tower
Atlanta, Georgia 30303
(404) 659-6600

1625 I Street
Washington, D.C. 20006
(202) 638-4418

BOOK 8750 PAGE 85 BOOK 8750 PAGE 363

Article	Section	Page
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	2. Personal Property and Real Property for Common Use	18
	3. Rules and Regulations	19
	4. Implied Rights	19
IX.	ASSESSMENTS	19
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	2. Computation of Assessment	21
	3. Special Assessments	22
	4. Lien for Assessments	22
	5. Capital Budget and Contribution	23
X.	ARCHITECTURAL STANDARDS	23
	1. New Construction Committee	24
	2. Modifications Committee	25
	3. Procedures	25
	4. Building to Land Ratio	26
XI.	USE RESTRICTIONS	26
XII.	GENERAL PROVISIONS	27
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8760 PAGE 365

8760 PAGE 87

existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. In the event the committee fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 4. Building to Land Ratio. The building to land ratio, i.e., the footprint of the building coverage on the land, shall be no greater than thirty-five (35%) percent on any tract contained within the Parcel described in Exhibit "A". This Section shall not be amended without the written consent of all owners of the property within the Parcel described in Exhibit "A". This restriction is specifically limited to the approximately two hundred thirty (230) acres contained within Exhibit "A" and does not extend by implication to land which may be subsequently added in accordance with the terms of this Article VII.

Article XI

Use Restrictions

The Properties shall be used only for office, research/development, commercial, industrial, apartment, or related purposes as a master planned business and industrial park, as may more particularly be set forth in this Declaration, amendments thereto or subsequently recorded declarations creating associations or parcels subject to this Declaration, if any. The Association acting through the Board of Directors shall have

8750 113
8700 PAGE 201

standing and the power to enforce use restrictions contained in any such declaration as if such provision were a regulation of the Association.

Article XII

General Provisions

Section 1. Coverage. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing at least two thirds (2/3) of the total voting power of the Association, including a majority of the affirmative votes or written consent of Members other than the Declarant and the consent of the Class "B" member. Any amendment must be recorded among the land records of Fulton County or, if the Declaration or any amendment has subject to it land in Forsyth County, in addition, those of Forsyth County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Apartment buildings subject to this Declaration may subsequently be converted to the condominium form of ownership.

8750 PG 114
5700 PG 392

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 4th day of November, 1983.

WINDWARD PROPERTIES, INC.
A Delaware Corporation

By: _____
M. J. Gaeba, President

Attest: _____
M. J. Maebk, Asst. Secretary

CORP. SEAL

Signed, sealed, and delivered this 4th day of November, 1983, in the presence of:

_____
WITNESS

_____
NOTARY PUBLIC
Notary Public, Georgia, State at Large
My Commission Expires Sept 16 1985

N.P. SEAL

8750 AG 119

GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 1st
day of November 19 87
At 1:30 o'clock P.M. Recorded in
Book 338 Page 241 - 246
1 day of December 19 87
Clerk

PLEASE RETURN TO:
SUTHERLAND, ASBILL & BRENNAN
[illegible]
ATTENTION: [illegible]

Bk. 8750 Pg 129½ -

Bk 8700 Pg 406½

WILLIAMS TEUSINK

JANET L. BOZEMAN
OF COUNSEL
ADMITTED IN GA AND TX
404.595.1125 DIRECT DIAL
[redacted]

via email to: *Kathi Cook at kcook@alpharetta.ga.us*
Michael Woodman at mwoodman@alpharetta.ga.us

February 5, 2026

City of Alpharetta Planning Commission
2 Park Plaza
Alpharetta, GA 30009

Attn: Kathi Cook
Michael Woodman

Re: MP-26-01/CU-26-01 Spirit of God Church/Windward Master Plan Pod 16
145 Nobel Court

Dear Ms. Cook and Mr. Woodman:

I represent the Windward Business Center Association, Inc. (the "Association"), which governs the property located at 145 Nobel Court in Alpharetta pursuant to the recorded Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association. It has only recently come to the Association's attention that the owner of the above-referenced property has submitted an application for a master plan amendment and conditional use permit and that this matter will be considered at tonight's Planning Commission Meeting.

The Association requests that this matter be deferred to a later date to allow the parties impacted by this proposed change in use to evaluate the application, make an informed decision, and have their voices heard. It is the Association's understanding that some of the adjacent property owners have not properly been notified about the proposed change in use. Other impacted owners only learned of the matter in the last few days or weeks and have not had an adequate opportunity to be heard. In requesting this deferral, the Association expresses no opinion as to the merits of the application as the Association also only recently learned of the application and has not had an opportunity to evaluate the potential impact on the community.

We hope that a decision on the proposed application can be postponed to allow proper procedures to be followed and allow appropriate community participation. Thank you for your consideration.

Sincerely,

Janet L. Bozeman

Janet L. Bozeman

THE SYCAMORE BUILDING | 312 SYCAMORE STREET | DECATUR, GEORGIA 30030
[redacted]

From: Fees, Brian
To: Woodman, Michael
Cc: Taylor, Elicia
Subject: RE: Public Hearing February 6th re. Spirit of God Church/Windward MP Pod 16
Date: Tuesday, February 3, 2026 4:16:43 PM
Attachments: image001.png
image002.png

Thank you, Michael. I appreciate the fast response.

Brian

Brian E. Fees
Corporate Officer/CFO/EVP | Sierra-Cedar
470.235.5898 (direct – no solicitations or cold sales calls)
[redacted]

From: Woodman, Michael <mwoodman@alpharetta.ga.us>
Sent: Tuesday, February 3, 2026 3:54 PM
To: Fees, Brian [redacted]
Cc: Taylor, Elicia <etaylor@alpharetta.ga.us>
Subject: RE: Public Hearing February 6th re. Spirit of God Church/Windward MP Pod 16

This message is from an EXTERNAL SENDER. Be CAREFUL with links and attachments.

Good afternoon, Brian.

Yes, there will be a public comment opportunity regarding the request for master plan amendment and conditional use to allow Spirit of God Church at 145 Nobel Court. We provide public comment forms at the entrance to the Council Chambers. It is recommended that you fill the form out and provide to the Clerk prior to the meeting starting at 6:30 PM. My apologies for the late notice from the applicant regarding the community meeting.

We'll see you tomorrow evening.

Best regards,

Michael Woodman, AICP
Planning + Development Services Manager
Community Development
City of Alpharetta, Georgia

2 Park Plaza
Alpharetta, GA 30009
P: 678.297.6072
E: mwoodman@alpharetta.ga.us

From: Fees, Brian [redacted]
Sent: Tuesday, February 3, 2026 3:46 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Public Hearing February 6th re. Spirit of God Church/Windward MP Pod 16

Hello Michael,

My name is Brian Fees, I represent Sierra-Cedar and Alderman Drive Holdings, LLC, tenant and owner, respectively, of the property at 1255 Alderman Drive and immediately adjacent to 145 Nobel Court. I will be attending the meeting this Thursday night and I want to confirm that there will be an opportunity afforded for the public to speak. If there are any special provisions I need to take or advance notice to appear, please let me know.

I was unable to attend the earlier meeting as I had prior out of town commitments that couldn't be changed. We also were not provided reasonable notice of that meeting having received the applicants letter late in the afternoon of January 5th – leaving us less very little time to engage legal counsel, review declarations and covenants, and reach out to immediate neighbors and the association.

Thank you,

Brian Fees

Brian E. Fees
Corporate Officer/CFO/EVP | Sierra-Cedar
[redacted]

If you are not the intended recipient of this message, please treat confidentially, notify the sender, and delete it

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #:
PH #: PH26-0061
☐ 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: Randall G. Knighton Telephone: (404)245-0900

Address: 7197 Belcrest Drive Suite:

City Johns Creek State: GA Zip: 30097 Fax:

Mobile Tel: (404)245-0900 Email: rknighton@spiritofgodcc.org

Subject Property Information:

Address: 145 Nobel Court Alpharetta, GA 30005 Current Zoning: CUP/OI Alpharetta

District: Windward Group Pod B Section: Land Lot: 1.84 AC Parcel ID: 21-5520-1047-054-6

Proposed Zoning: Conditional Use/ Master Plan Amendment Current Use: Office Industrial

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

- ☒ Conditional Use
- ☐ Rezoning
- ☐ Variance
- ☐ Exception
- ☒ Master Plan Amendment
- ☐ Master Plan Review
- ☐ Public Hearing
- ☐ Other *(Specify)*:
- ☐ Comprehensive Plan Amendment

10

From:	Randall Knighton
To:	Woodman, Michael
Cc:	Taylor, Elicia
Subject:	Re: Spirit of God Church/145 Nobel Ct
Date:	Monday, December 8, 2025 10:14:10 AM

Michael,
Thank you for reaching out on these items.

Description of church (current location): We are currently holding worship services twice a month at the Doubletree Hotel in Roswell. We have weekly virtual services and Bible studies. We are a nondenominational Christian church.

Size of congregation: We have 200 members with 60% of them being virtual members who support the church online.

Max seating capacity of the room or area to be used for worship: 128 seats as is the maximum based on the parking spaces to seat ratios without any additional off site parking agreements.

Hours of operation (weekday and weekend): Weekday 9am to 9pm and Weekends 8am to 3pm. Note: there are 2 to 3 times a year where we may have an event outside of those hours, like a New Year's Eve service.

Number of services on day of worship: 1 service at 10am on Sundays. If we grow then we will go to 2 - 3 services to stay within parking ratio requirements (we'd add an 8am and a noon service if ever needed).

Will office space be used for church or leased out? Both. We plan to lease out some of the office space and will use some spaces for church business as well.

Estimated number of church employees: 5-10 but right now we have 2 full time.

Intent for building and site (exterior and/or interior renovations?, any changes to the site?): Our intent for the exterior is to spruce up landscaping and the parking lot by repainting the parking space lines along with putting some signage on the building (that would be approved by the city). Interior our intent is to renovate just 1 room for worship services (this would include raising the ceiling, removing 1 wall to extend the room and the remaining renovations would be painting and flooring changes. In a few years we would convert the warehouse into a worship center and the space that we had been holding worship services would be used as a fellowship hall.

I hope that this answers all of these questions. If you need further explanation or information please feel free to contact me.

God bless you,
Pastor Randall G. Knighton

> On Dec 8, 2025, at 7:40 AM, Woodman, Michael <mwoodman@alpharetta.ga.us> wrote:

Applicant Request And Intent

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

We intend to use property as a Multipurpose space for General Church activities and Office Spaces.

Applicant's Request (Please itemize the proposal):

Church Facility
Office Spaces

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

Church Facility
Office Spaces

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Bil Liu Telephone: 404-729-5853

Address: 415 Nobel Court Suite: 110

City Alpharetta State: GA Zip: 30005

Authorization:

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

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

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

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Randall G. Knighton on behalf of Spirit of God Christian Church Telephone: (404) 245-0900

Address: 7197 Bekrest Drive Suite:

City Johns Creek State: GA Zip: 30097

So Sworn and Attested:

Owner Signature: Date: 12/9/2025

KIMBERLY MARSHALL NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES NOVEMBER 5, 2029

Notary: Notary Signature: Date: 12/9/25

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: Randall G. Knighton on behalf of Spirit of God Christian Church

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: N/A Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: Randall G. Knighton Date: 11/24/2025

13

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This facility will be compatible with the surrounding properties as minimal business office space will be utilized. We will also utilize the property as it is zoned for business purposes. In addition to general church use which will be outside of regular business hours.

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

The facility will have no negative impact on the surrounding properties. Pending internal renovations, the acquisition of this property will increase the value of the surrounding properties.

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

Yes, however not for the use that we are requesting. If the Conditional Use is granted, the property can be further developed for reasonable economic use benefiting surrounding properties. We will maintain the business aspect, increase the value and use of the property, while facilitating general church use.

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

The increase to population and traffic would be minimal during normal business hours and moderate during non business hours.

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

For a facility our size with minimal business hours, our utility impact would be small.

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

We will keep the property up to standard with the Windward Master Plan. We will abide by any regulations within the Alpharetta Comprehensive Plan and 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 existing or changing conditions that affect the development of the p

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: Commission Hearing: Special Use Request for Spirit of God Christian Church

Contact Name: Randall G. Knighton

Telephone: (404)245-0900

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.

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

- ☐ Letter
- ☐ Personal Visits
- ☐ Telephone
- ☐ Group Meeting
- ☐ Email
- ☐ Other *(Please Specify)*

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

ACCENTOR LTD CO
185 BLUEGRASS VALLEY PKWY
ALPHARETTA GA 30005

ADE 828 LLC
8725 GLASGOW POINTE DR
DULUTH GA 30097

ALDERMAN DRIVE HOLDINGS LLC
1255 ALDERMAN DR
ALPHARETTA GA 30005

B & K TAMVACAKIS
REVOCABLE TRUST THE
1795 RIVERSIDE RD
ROSWELL GA 30076

CMB INDUSTRIES LLC
54 SAW TIMBER DR
HILTON HEAD ISLAND SC 29926

ELVATION REAL ESTATE LLC
1475 ALDERMAN DR
ALPHARETTA GA 30005

GA POWER COMPANY
110 NOBLE CT # ST100
ALPHARETTA GA 30005

GEORGIA POWER COMPANY
241 RALPH MCGILL BLVD NE
ATLANTA GA 30308

LEXISNEXIS RISK SOLUTIONS INC
300 CONNELL DR STE 1200
BERKELEY HEIGHTS NJ 07922

MERITEX ATLANTA INDUSTRIAL II LLC
24 UNIVERSITY AVE NE STE 200
MINNEAPOLIS MN 55413

METIC HOLDINGS LLC
105 NOBEL CT
ALPHARETTA GA 30005

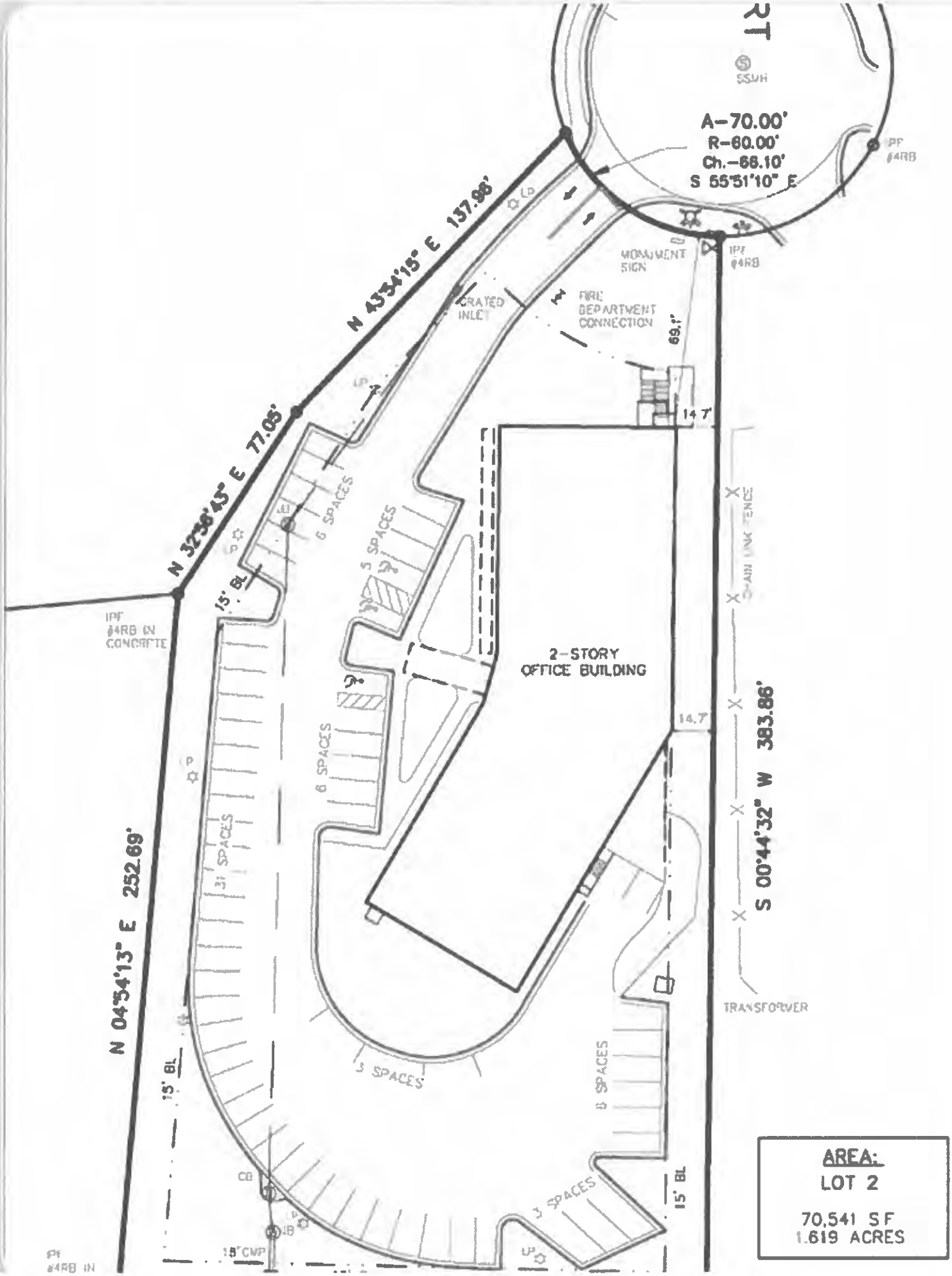
MLOT LLC
4075 A BUFORD HWY BLDG/STE 600 150
DULUTH GA 30096

QHN INC
1455 ALDERMAN DR
ALPHARETTA GA 30005

SETTI HOLDINGS LLC
1275 ALDERMAN DR
ALPHARETTA GA 30005

WINDWARD ACQUISITION DELAWARE LLC
2937 SW 27TH AVE STE 202
MIAMI FL 33133

WINDWARD CAMPUS OWNER LLC
101 MARIETTA ST STE 3175
ATLANTA GA 30303


A=70.00'
R=60.00'
Ch.=66.10'
S 55°51'10" E
IPF #4RB
MONUMENT SIGN
N 43°34'15" E 137.98'
GRATED INLET
FIRE DEPARTMENT CONNECTION
69.1'
N 32°58'43" E 77.05'
14.7'
15' BL
6 SPACES
3 SPACES
CHAIN LINK FENCE
IPF #4RB IN CONCRETE
2-STORY OFFICE BUILDING
14.7'
S 00°44'32" W 383.86'
N 04°34'13" E 252.69'
31' SPACES
TRANSFORMER
15' BL
3 SPACES
CB
15" CMP
IPF #4RB IN
AREA:
LOT 2
70,541 S.F.
1.619 ACRES



145 NOBEL COURT - WINDWARD BUSINESS CENTER

145 Nobel Court
Alpharetta, GA 30005

OFFERING MEMORANDUM

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About Alpharetta



EXCLUSIVELY PRESENTED BY:



GREG KURZNER
Broker
Mobile: 404 932 0719
greg@kurznergroup.com
License # 154646

ERA ATLANTIC REALTY
105 Nobel Court, Suite 202
Alpharetta, GA 30005
Office: 678 869 9000
kurznergroup.com

Built By www.crebuilder.com



INVESTMENT SUMMARY



PROPERTY SUMMARY

Offering Price	$3,650,000.00
Building SQFt	18,207 SqFt
Year Built	2000
Lot Size (SF)	70,524.00 SqFt
Parcel ID	21 552010470546
Zoning Type	CUP
County	Fulton
Coordinates	34.097300, -84.244614

Windward Business Center – Floor Plans

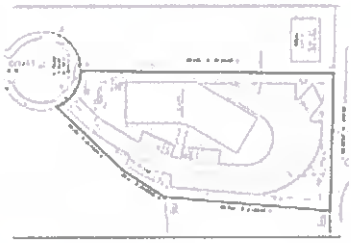












Similar Properties

View All(/properties/GA/Alpharetta/Office)




GDCR ATTORNEYS AT LAW

RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS

Applicant: SPIRIT OF GOD CHRISTIAN CHURCH, INC
Owner: MLOT LLC
Property: 145 Nobel Court, City of Alpharetta, Georgia
Proposed Conditional Use Permit: Church
Application: #(MP-26-01/CU=26-01)

This Reservation of Constitutional and Other Legal Rights ("the Reservation") is intended to supplement and form a part of the Conditional Use Permit application ("Application") of the Applicant and to put the City of Alpharetta on notice of the Applicant's assertion of its constitutional and legal rights, including but not limited to the Free Exercise Clause and Free Speech Clause of the First Amendment to the Constitution of the United States as well as the Religious Land Use and Institutionalized Persons Act of 2000.

The Applicant brings to the attention of the Board that the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., protects individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws. In addition, RLUIPA prohibits zoning and landmarking laws that: (1) treat churches or other religious assemblies or institutions on less than equal terms with nonreligious assemblies or institutions; (2) discriminate against any assemblies or institutions on the basis of religion or religious denomination; (3) totally exclude religious assemblies from a jurisdiction; or (4) unreasonably limit religious assemblies, institutions, or structures within a jurisdiction.

The Applicant objects to the standing of any opponents of the Application who are not owners of land adjoining the Property and to the consideration by Alpharetta of testimony or evidence presented by any party without standing in making its decision regarding the Application.

Denial of the Application or approval of the Application in any form that is different than as requested by the Applicant will impose a disproportionate hardship on the Applicant without benefiting any surrounding property owners.

Failure to approve the Application as requested by the Applicant will constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Alpharetta Board of Commissioners to approve the Application as requested by the Applicant will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution

of the United States.

Furthermore, the Board cannot lawfully impose more restrictive standards on the Property's development than are presently set forth in the Code. To do so not only will constitute a taking of the Property as set forth above, but it will also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any conditions or other restrictions imposed on the Subject Property without the consent of the Applicant that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. As such, the Applicant reserves the right to challenge any such conditions or restrictions.

The Applicant that the Alpharetta Code, and the City's Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Applicant's request based upon provisions illegally adopted will deprive the Applicant of due process under the law.

The zoning conditions at issue are invalid in that they are not imposed pursuant to Alpharetta's police power for the protection or benefit of neighbors to ameliorate the effects of the underlying zoning change.

By filing this Reservation, the Applicant reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state and local laws and ordinances, and in equity.

The Applicant respectfully requests that the Application be approved as requested by the Applicant and in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Applicant's Application and we ask that this Reservation be presented with the Applicant's other Application materials to the governing authority of the jurisdiction. The Applicant reserves the right to amend and supplement this Reservation at any time.

Sincerely,

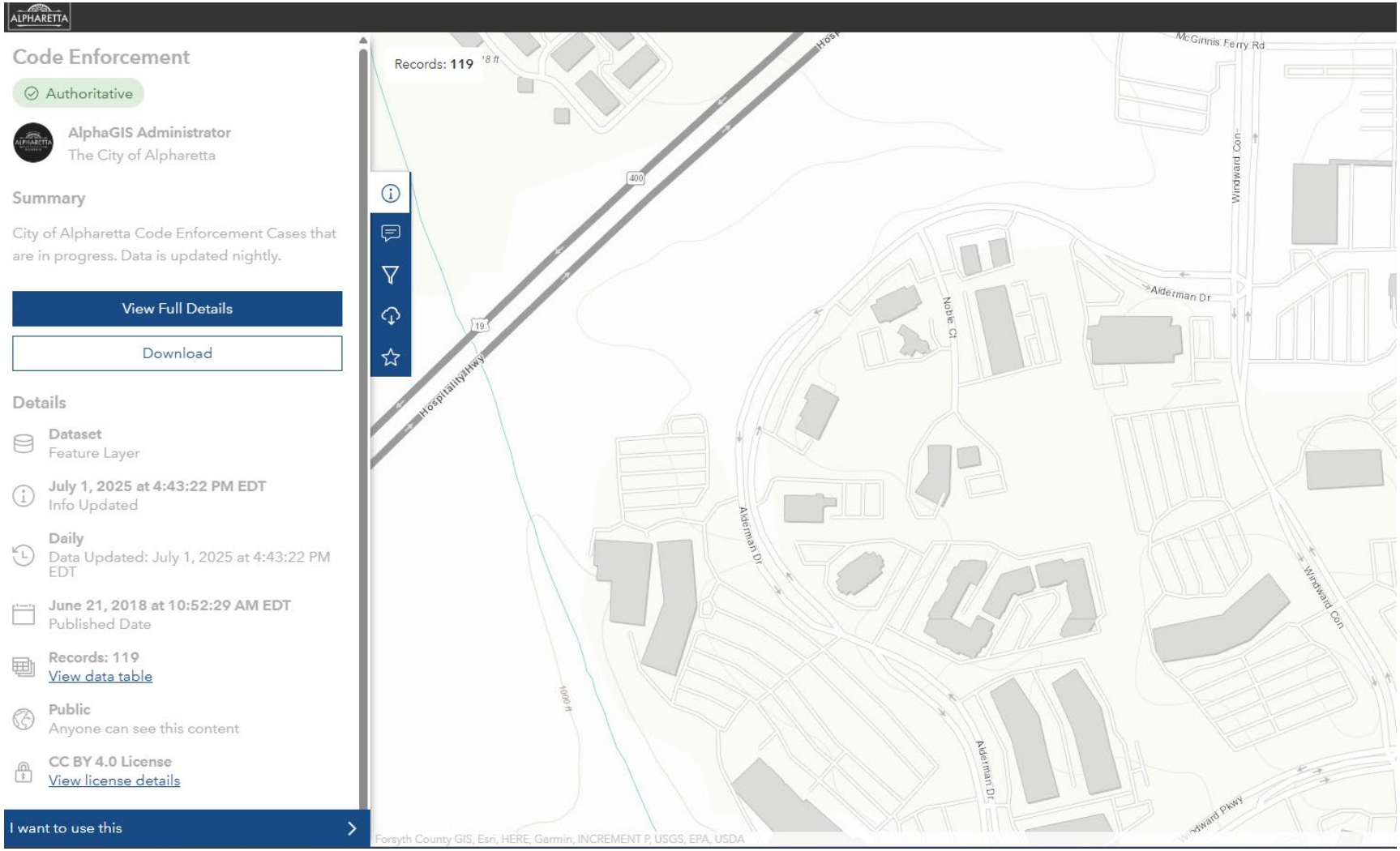
/wendy.w.kraby/

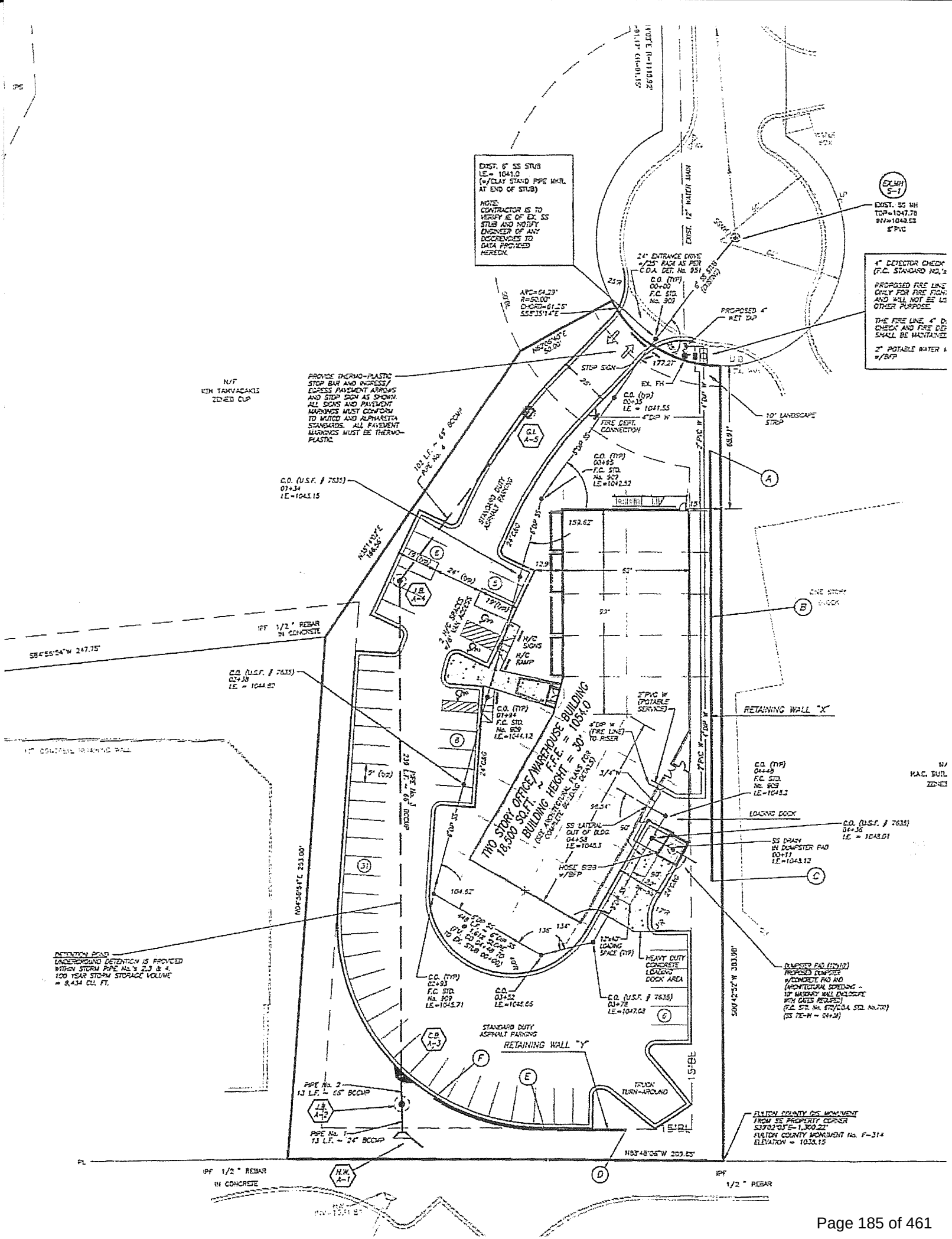
Wendy W. Kraby
Attorney for Applicant

Spirit of God Church

Land Use	Code	Density (seats)	Sunday	TOTAL	IN	OUT
Church	560	124 seats	Daily	274	137	137
			AM Peak Hour	77	38	39
			PM Peak Hour	-	-	-
Total Net New Trips			**Daily**	***274***	***137***	***137***
			AM Peak Hour	***77***	***38***	***39***
			PM Peak Hour	**-**	**-**	**-**

Based upon methodologies from ITE's Trip Generation, 12th Edition (2025)


ALPHARETTA
Code Enforcement
Authoritative
AlphaGIS Administrator
The City of Alpharetta
Summary
City of Alpharetta Code Enforcement Cases that are in progress. Data is updated nightly.
View Full Details
Download
Details
Dataset
Feature Layer
July 1, 2025 at 4:43:22 PM EDT
Info Updated
Daily
Data Updated: July 1, 2025 at 4:43:22 PM EDT
June 21, 2018 at 10:52:29 AM EDT
Published Date
Records: 119
View data table
Public
Anyone can see this content
CC BY 4.0 License
View license details
I want to use this
Records: 119
McGinnis Ferry Rd
Windward Con
Alderman Dr
Noble Ct
400
19
Hospitality Hwy
Alderman Dr
Windward Con
1000 ft
Alderman Dr
Windward Pkwy
Forsyth County GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA


EXIST. 6" SS STUB
I.E.= 1041.0
(w/CLAY STAND PIPE MKR. AT END OF STUB)
NOTE:
CONTRACTOR IS TO VERIFY I.E. OF EX. SS STUB AND NOTIFY ENGINEER OF ANY DISCREPENCIES TO DATA PROVIDED HEREON.
EXIST. 12" WATER MAIN
EXIST. SS MH
TOP=1047.78
INV=1040.53
8"PVC
24' ENTRANCE DRIVE w/25' RADII AS PER C.O.A. DET. No. 951
C.O. (TYP) 00+00 F.C. STD. No. 903
6" SS STUB (CAPPED)
PROPOSED 4" WET TAP
4" DETECTOR CHECK (F.C. STANDARD NO.'s
PROPOSED FIRE LINE ONLY FOR FIRE PROT. AND WILL NOT BE U. OTHER PURPOSE.
THIS FIRE LINE, 4" D. CHECK AND FIRE DEP. SHALL BE MAINTAINED
3" POTABLE WATER w/BFP
ARC=64.29'
R=50.00'
CHORD=61.25'
S55°35'14"E
N62°26'52"E 50.00'
STOP SIGN
PROVIDE THERMO-PLASTIC STOP BAR AND INGRESS/EGRESS PAVEMENT ARROWS AND STOP SIGN AS SHOWN. ALL SIGNS AND PAVEMENT MARKINGS MUST CONFORM TO MUTCD AND ALPHARETTA STANDARDS. ALL PAVEMENT MARKINGS MUST BE THERMO-PLASTIC.
N/F
KIM TANYACAKIS
ZONED CUP
177.21'
EX. FH
C.O. (bp) 03+35 I.E. = 1041.55
4"DIP W
FIRE DEPT. CONNECTION
10' LANDSCAPE STRIP
C.I. A-5
101 L.F. ~ 6" SCCMP PIPE No. 4
STANDARD DUTY ASPHALT PAVING
C.O. (TYP) 03+62 F.C. STD. No. 909 I.E.=1042.52
C.O. (U.S.F. # 7635) 01+34 I.E.=1043.15
N43°40'02"E 104.58'
152.62'
129'
52'
93'
24' CURB
6"DIP W
15'
A
B
CURB STOP BLOCK
24" (bp)
19' (bp)
C.B. A-4
IPF 1/2" REBAR IN CONCRETE
S84°55'54"W 247.75'
2 H/C SPACES w/5'-0" ISLE ACCESS
H/C SIGNS
H/C RAMP
C.O. (U.S.F. # 7635) 02+38 I.E. = 1044.62
C.O. (TYP) 01+94 F.C. STD. No. 909 I.E.=1044.12
TWO STORY OFFICE/WAREHOUSE BUILDING
18,500 SQ.FT.
F.F.E. = 1054.0
BUILDING HEIGHT = 30'
(SEE ARCHITECTURAL PLANS FOR CONCRETE BUILDING DETAILS)
2"PVC W (POTABLE SERVICE)
RETAINING WALL "X"
6"DIP W (FIRE LINE) TO RISER
3/4"W
C.O. (TYP) 04+48 F.C. STD. No. 909 I.E.=1049.2
LOADING DOCK
C.O. (U.S.F. # 7635) 04+35 I.E. = 1048.01
SS LATERAL OUT OF BLDG. 04+58 I.E.=1045.3
SS DRAIN IN DUMPSTER PAD 00+11 I.E.=1049.13
HOSE BIBB w/BFP
98.54'
90'
95'
104.62'
135'
134'
12'x47' LOADING SPACE (TYP)
HEAVY DUTY CONCRETE LOADING DOCK AREA
C
DUMPSTER PAD (TYP.) PROPOSED DUMPSTER w/CONCRETE PAD AND ARCHITECTURAL SCREENING - 10" MASONRY WALL ENCLOSURE W/4 GATES REQUIRED (F.C. STD. No. 670/672A, STD. No.720) (SS TIE-IN = 04+38)
C.O. (TYP) 03+93 F.C. STD. No. 909 I.E.=1045.71
C.O. 03+52 I.E.=1045.65
C.O. (U.S.F. # 7635) 03+78 I.E.=1047.03
G
STANDARD DUTY ASPHALT PARKING
RETAINING WALL "Y"
C.B. A-3
F
E
TRUCK TURN-AROUND
15'-BL
5'-BL
PIPE No. 2 13 L.F. ~ 6S" SCCMP
PIPE No. 1 13 L.F. ~ 24" SCCMP
FULTON COUNTY GIS MONUMENT FROM SE PROPERTY CORNER S37°02'05"E=1,300.22' FULTON COUNTY MONUMENT No. F-314 ELEVATION = 1039.15
N83°48'06"W 205.65'
S00°42'22"W 303.00'
PL
IPF 1/2" REBAR IN CONCRETE
H.W. A-1
D
IPF 1/2" REBAR
RETENTION POND
UNDERGROUND DETENTION IS PROVIDED WITHIN STORM PIPE No.'s 2,3 & 4. 100 YEAR STORM STORAGE VOLUME = 8,434 CU. FT.
N00°50'54"E 233.00'
239 L.F. ~ 66" SCCMP
3' (bp)
3
1
2
IPS
N/F
M.A.C. BUIL
ZONED

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: March 23, 2026

AGENDA ITEM: Z-25-10/V-25-22 LEVITAN/75 & 91 ROSWELL STREET

The applicant, Chris Owens on behalf of Diversified Investment Group, LLC, is requesting a rezoning and variances to allow for the construction of eight (8) 'For-Sale' single-family dwellings consisting of four (4) semi-detached units and four (4) detached homes on 1.119 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and variances are requested to modify Downtown streetscape standards. The subject property is located at 75 & 91 Roswell Street at the northwest corner of Marietta Street and Roswell Street.

This request was considered at the March 5, 2026 Planning Commission meeting. There was one (1) public comment in favor of the request, which was based on changes to the site access to address concerns from Victoria Square. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 7-0.

STAFF RECOMMENDATION:

Approve Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street, subject to the following conditions:

1. The site, consisting of approximately 1.119 acres, shall be rezoned to DT-C and developed substantially similar to site plan prepared by Plum Creek Consulting, LLC, dated 1/14/26, 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. Uses shall be limited to 'Dwelling, 'For-Sale', Detached and Attached.
2. Architecture and materials shall be developed substantially similar to the renderings prepared by A Classical Studio, labeled Exhibit A, except for modifications required to comply with the Downtown Consultant's comments and in compliance with the Alpharetta Downtown Code, subject to final approval by DRB. Each detached home shall have a unique elevation, and all homes shall have 4-sided architecture, materials and details, as approved by DRB.
3. Density shall not exceed 7.15 dwelling units/acre.
4. Homes along Roswell Street and Cotton Alley shall be oriented to those streets with vehicular access limited to the new alley. Front yards shall be framed with a decorative low wall, metal fencing, or hedge with brick or stone columns, as approved by DRB.
5. Minimum building setbacks shall be: Front – 10' (Roswell St and Cotton Alley), Side – 0', and Rear – 3'.
6. Developer shall improve Roswell Street streetscape with a minimum 4' planter (planted with street trees), minimum 6' concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around trees shall be planted with evergreen ornamental grasses, groundcover and/or shrubs. Street trees and landscape strip trees shall alternate both sides of the sidewalk, as approved by DRB.
7. Developer shall improve Marietta Street streetscape with decorative pedestrian lighting, as approved by Staff.
8. Developer shall improve Cotton Alley streetscape with a planter (planted with a row of shrubs) decorative pedestrian lighting, with final approval by Staff. Cotton Alley streetscape on the developer's property shall be maintained by the HOA.
9. Brick wall along Cotton Alley shall be retained, except that the developer may reconstruct portions of the wall where necessary to allow for the proposed development, as approved by Staff.
10. Non-access easement shall be recorded on the final plat where the alley terminates near the property line along Cotton Alley, as approved by Staff.
11. Developer shall restripe the crosswalk markings at the Orchid Lane at Marietta Street and the Cotton Alley at Marietta Street intersections.
12. Developer shall install Alpha Loop special emphasis crosswalk green tips at the existing crosswalk at Roswell Street at Marietta Street, as approved by Staff. Improvement shall be eligible for impact fee credits.
13. Private alley shall be developed substantially as depicted on the site plan prepared by Plum Creek Consulting, LLC, dated 1/14/26 and shall include pedestrian lighting, with final approval by Staff. A decorative barrier, such as timber guard rail, brick or stone wall, etc. shall be required at the terminus of the alley, as approved by DRB. If a wall is used

as a barrier, it shall be covered with creeping or climbing landscaping, as approved by DRB. Maintenance of the private alley shall be addressed in the HOA covenants.

14. Project entrance shall include a decorative paver entrance (minimum 20' deep with concrete banding on each end), as approved by Staff.
15. Landscape strips along Roswell Street and Cotton Alley shall be planted with an even mix of overstory shade trees and understory trees, as approved by DRB. Overstory trees shall be offset a minimum 15' from the face of homes and a minimum 15' from overhead utilities.
16. Existing power lines along Roswell Street frontage shall be relocated or placed underground, as noted on the site plan prepared by Plum Creek Consulting, LLC, dated 1/14/26.
17. Minimum 5' buffer, except where brick wall and sidewalk encroach, shall be provided along the north property line and shall be planted with a row of evergreen and deciduous trees, as approved by DRB.
18. Project entrance shall include decorative landscaping, low walls or hedge with brick or stone columns, as approved by DRB. HOA shall be responsible for regular maintenance of entrance improvements.
19. Open space shall be developed substantially as depicted on the site plan prepared by Plum Creek Consulting, LLC, dated 1/14/26. Open space shall be developed with decorative landscape and hardscape. Landscape shall include plant selections promoting the historic Downtown. Improvements shall be maintained by the HOA.
20. Developer shall save trees as depicted on the site plan prepared by Plum Creek Consulting, LLC, dated 1/14/26. Any streetscape improvements shall be installed using specific construction techniques, such as a floating sidewalk, to limit impacts to saved trees, as approved by the City Arborist.
21. Encroachment into the critical root zone (CRZ) of off-site saved trees shall be limited to no more than 20%, subject to final approval by Staff. Off-site tree removal resulting from CRZ encroachments exceeding 20% shall require written approval from the property owner.
22. Fences and walls visible from the public right-of-way or City-owned property shall be decorative. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping landscape material, as approved by DRB.
23. HVAC and similar equipment shall not be visible or shall be screened from the public right-of-way or City-owned property.
24. Garbage pickup shall be accommodated from within the development.
25. Construction parking and staging shall be prohibited on Cotton Alley. A construction staging plan and traffic control plan shall be provided with the LDP, subject to final approval by Staff.
26. No more than 1 residential unit shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the construction of eight (8) 'For-Sale' single-family dwellings consisting of four (4) semi-detached units and four (4) detached homes on 1.119 acres in the Downtown. The proposed density is 7.15 dwelling units per acre. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and variances are requested to modify Downtown streetscape standards. The subject property is located at 75 & 91 Roswell Street at the northwest corner of Marietta Street and Roswell Street.

The property at the corner of Roswell Street and Marietta Street (91 Roswell Street) is undeveloped and the northern property (75 Roswell Street) is developed with a residential structure which has been converted to an office. The property was approved in 2023 to allow a two (2) story, 23,200 square foot office building with 2,500 square foot restaurant. Surrounding properties are zoned R-10M (Dwelling, 'For-Rent' and 'For-Sale', Residential) to the north and west and C-2 to the south and east. Victoria Square is located to the west, Pure Taqueria to the south, 62 and 88 Roswell Street to the east, and Roswell Street Commons and the Roswell Street City Parking Lot to the north. The property has a comprehensive land use plan designation of 'Central Business District', which supports the proposed rezoning.

As shown in the table below, the applicant requests variances to modify Downtown Overlay streetscape standards. The property has an unusual triangular shape and has road frontage on three (3) sides.

Applicant's Variance Requests

UDC Section	Applicant's Request	Notes

UDC Appendix A: Alpharetta Downtown Code – Subsection 2.3.3 Street Types	Modify streetscape standards along Cotton Alley, Marietta Street, and Roswell Street.	The applicant requests to maintain the existing streetscapes, including a 2' planter and 6' sidewalk on Roswell Street, a 2' planter and 5' sidewalk on Marietta Street, and 2' planter and 5' sidewalk on Cotton Alley.

SITE PLAN

The submitted site plan depicts eight (8) single-family lots consisting of four (4) detached homes and four (4) semi-detached units with access depicted from a private alley off Roswell Street. Five (5) homes are oriented to Roswell Street, and three (3) homes are oriented to Cotton Alley. Lots range in size from 2,599 to 4,329 square feet, with an average lot size of 3,153 square feet. Detached homes have an average lot width of approximately 37' and semi-detached homes have an average lot width of approximately 33'. Both product types are proposed to be three (3) stories over basement. District regulations, including minimum building setbacks, lot size, and lot width are consistent with the DT-C development standards.

Ten-foot (10') building setbacks and landscape strips are depicted along Roswell Street and Cotton Alley. The corner of property at Marietta Street is depicted as a tree save area. The site plan depicts maintaining the existing streetscapes along Roswell Street, Marietta Street, and Cotton Alley, of which the applicant has requested a variance to allow. Two-foot (2') planters are provided along all street frontages with five-foot (5') sidewalks on Marietta Street and Cotton Alley and a six-foot (6') sidewalk on Roswell Street. A note on the site plan indicates that the existing overhead power lines, pole and guy wires along Roswell Street will be relocated in order to remove a conflict with the required landscape strip.

Each home and semi-detached unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. The Downtown Code requires twenty (20) parking spaces for the proposed subdivision, of which 32 spaces are proposed.

The site plan depicts 5,000 square feet, or 10.3% amenity space within the proposed development. The DT-C district requires a minimum five percent (5%) amenity space for property less than five (5) acres. Amenity space is proposed to include a pocket park with tree save area at the corner of Roswell Street and Marietta Street.

The submitted tree survey and arborist assessment identifies three (3) specimen trees on the property, including a Water Oak, American Holly, and Southern Magnolia. The site plan depicts four (4) tree saves at the corner of Marietta Street, including a 26" Water Oak, 19" Magnolia, 23" Pecan, and ten-inch (10") Magnolia. Stormwater management is depicted as an underground facility located in the middle of the property. A portion of the facility is depicted within the alley; however, the applicant has indicated that the facility, as depicted on the site plan, includes the required ten-foot (10') access easement to allow for maintenance. However, the applicant has stated an intention to seek an agreement with Victoria Square to provide stormwater management in their stormwater pond located approximately 1,000' to the northwest.

RENDERINGS

According to the applicant's architect, the proposed renderings reflect the Tudor Eclectic architectural style. Exterior materials include brick, stone and half-timbering. The City's Downtown Consultant reviewed the submitted renderings and believes that they generally comply with the Downtown design regulations. Additional documentation and details are necessary during the Design Review Board process to complete a comprehensive architectural review.

TRAFFIC

The applicant provided the trip generation report below, which estimates that the subdivision would generate six (6) AM Peak Hour trips and eight (8) PM Peak Hour trips. The change of use from office and restaurant to residential would result in a reduction of approximately 53 AM Peak Hour trips and 48 PM Peak Hour trips.

Proposed					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (DU)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
Single Family Detached (210)	9	90	0%	90	2	5	6	5	3	8
Totals		90		90	2	5	6	5	3	8
Approved (2023)					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
General Office (710) 10k-250k	23,200	251	10%	226	31	4	35	6	28	33
Restaurant (932)	2,500	268	43%	153	13	11	24	14	9	23
Totals		519		379	44	15	59	19	37	56
Totals (Net Approved 2023)		-429		-289	-43	-10	-53	-14	-33	-48

SCHOOLS

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

FULTON COUNTY SCHOOLS – 5 'For-Sale' Single-family Detached and 4 Semi-detached

School	Single Family Average #
Alpharetta Elementary School	0 to 3 students
Hopewell Middle School	0 to 1 students
Cambridge High School	0 to 3 students
TOTAL	0 to 7 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 0 – 7 school age children. Numbers provided by Fulton County Schools show that all three (3) schools have enrollments that are under capacity.

STANDARDS FOR ZONING CHANGES

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

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

Response: The zoning proposal is compatible with the development of the adjacent property to the west, Victoria Square. The area is envisioned to redevelop into a mix of residential, office and neighborhood commercial uses.

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

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties. The proposed residential use is compatible with Victoria Square and access to the property has been moved from Cotton Alley to Roswell Street in an effort to limit impacts on Victoria Square.

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

Response: The proposal should not have significant impacts on the natural environment. A tree save area is proposed at the corner of Roswell Street and Marietta Street, which includes specimen trees.

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

Response: The property is currently zoned C-2, which does not allow residential use. In addition, the existing zoning is inconsistent with the vision for Downtown to become a mixed-use, walkable environment. The zoning proposal is consistent with the future land use designation of the property and surrounding area, which is 'Central Business District'. The area is envisioned to redevelop into a mix of residential, office and neighborhood commercial uses.

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

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning and proposed uses would reduce demand on transportation facilities and increase demand on parks. Fulton County Schools anticipates 0 – 7 school age children generated from the proposed subdivision.

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

Response: The subject property is located in the Downtown Overlay, which includes opportunities for properties to develop under the Downtown zoning districts. The requested zoning district is consistent with the future land use designation of the property and surrounding area, which is 'Central Business District'.

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

Response: The request would not negatively impact public health, safety or welfare. The proposal to allow residential use of the property is compatible with Victoria Square and access to the property has been moved from Cotton Alley to Roswell Street in an effort to limit impacts on Victoria Square.

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

Response: The property is currently zoned C-2, which does not allow residential use. In addition, the existing zoning is inconsistent with the vision for Downtown to become a mixed-use, walkable environment. The requested zoning district is consistent with the future land use designation of the property and surrounding area, which is 'Central Business District'. The area is envisioned to redevelop into a mix of residential, office and neighborhood commercial uses.

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

Response: The future land use designation of the property is 'Central Business District', which supports the proposed rezoning and uses.

VARIANCE REVIEW CRITERIA

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

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

Response: The property has extraordinary and exceptional conditions related to its size, shape and topography. The triangular shape, small size, and topography of the property limit site layout.

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

Response: Application of the ordinance would create an unnecessary hardship. The Downtown streetscape requirements would impact the tree save area at the corner of Marietta Street, as well as the existing brick sidewalk and wall along Cotton Alley. The Cotton Alley sidewalk is a relatively short segment of sidewalk primarily used by Victoria Square residents, which terminates at the back of the City's Roswell Street parking lot.

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

Response: The property has peculiar conditions which affect its reasonable use. The property has road frontage on three (3) sides. The Downtown streetscape requirements would impact the tree save area at the corner of Marietta Street, as well as the existing brick sidewalk and wall along Cotton Alley. The Cotton Alley sidewalk is a relatively short segment of sidewalk primarily used by Victoria Square residents, which terminates at the back of the City's Roswell Street parking lot.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The zoning proposal is consistent with the vision of the Downtown Master Plan and future land use designation of the property and surrounding area. The area is envisioned to redevelop into a mix of residential, office and commercial uses. The proposed residential use is compatible with Victoria Square and access to the property has been moved from Cotton Alley to Roswell Street in an effort to limit impacts on Victoria Square. In addition, the proposal would have less impact on transportation facilities as compared to the office and restaurant uses previously approved on the property.

The property has exceptional conditions due to its size, shape and topography, and the property has road frontage on three (3) sides. The Downtown streetscape requirements would impact the tree save area at the corner of Marietta Street, as well as the existing brick sidewalk and wall along Cotton Alley. The Cotton Alley sidewalk is a relatively short segment of sidewalk primarily used by Victoria Square residents, which terminates at the back of the City's Roswell Street parking lot.

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 applicant received public feedback regarding traffic, access, construction staging, guest parking, price points, and architecture.

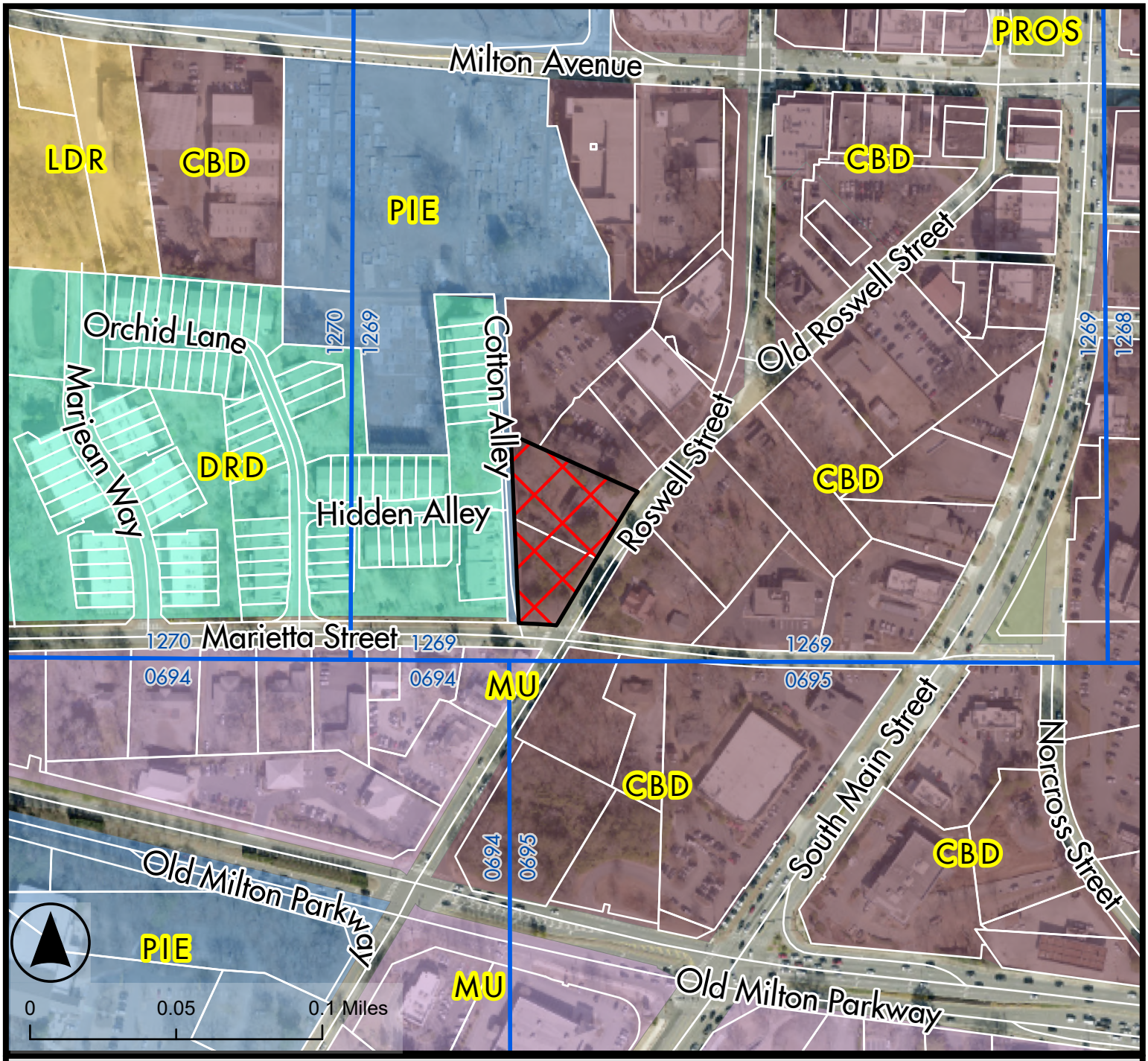
Staff received correspondence from a resident in Victoria Square who supported residential use on the property but has concerns over access to the property through Victoria Square. The resident believed that access should be from Roswell Street or the commercial property to the north. In addition, it was requested that construction staging be prohibited on Cotton Alley.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on September 10, 2025. There were public comments with concerns over access through Victoria Square, construction staging on Cotton Alley, removal of bollards at Cotton Alley and City parking lot, landscaping on Cotton Alley, remove bamboo, and incorporation into Victoria Square.

ATTACHMENTS:
• Map Series • Latest Site Plan • CZIM • Citizen Part B • Public Comment • Application

Z-25-10, V-25-22



Legend

- Z-25-10, V-25-22
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

- Central Business District
- Downtown Residential Density
- Low Density Residential
- Mixed Use
- Parks, Recreation, Open Space
- Public, Institutional, Education

Future Land Use Map

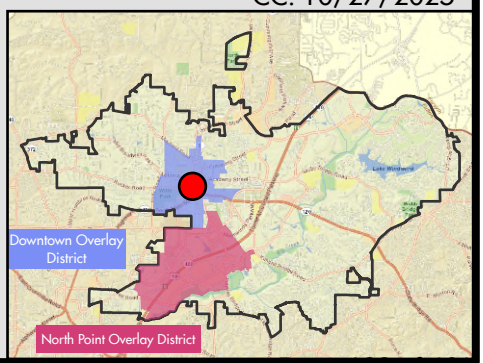
Levitan / 75 & 91 Roswell Street

Z-25-10, V-25-22

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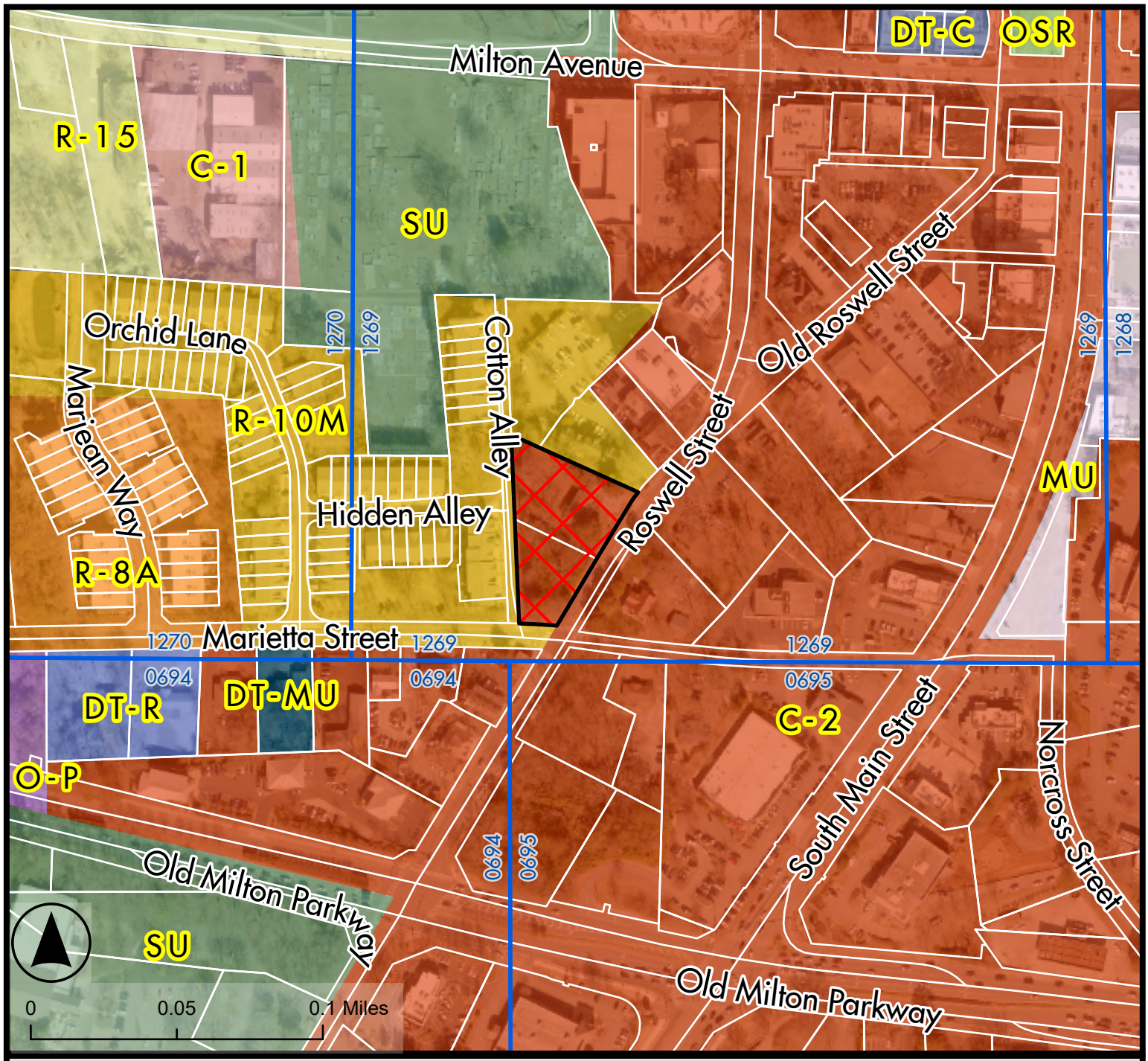
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CC: 10/27/2025



THE CITY OF ALPHARETTA GEORGIA

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



Legend

- Z-25-10, V-25-22
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- C-1 Neighborhood Commercial
- General Commercial
- DT-C Downtown Core
- DT-MU Downtown Mixed Use
- DT-R Downtown Residential
- MU Mixed Use
- O-P Office Professional
- OSR Open Space and Recreational
- R-10M Multi Family Residential (HDR)
- R-15 Single Family Detached Residential
- R-8A Single Family Attached Residential (Medium Density)
- SU Special Use

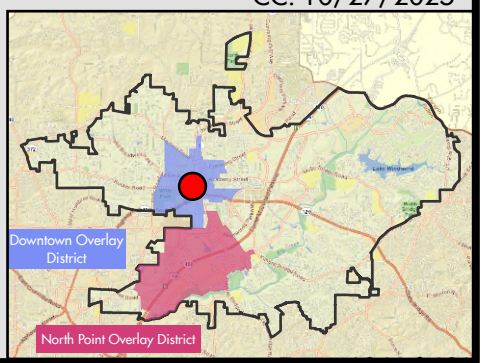
Zoning Map

Levitan / 75 & 91 Roswell Street

Z-25-10, V-25-22

D/LL: 2/2/1269

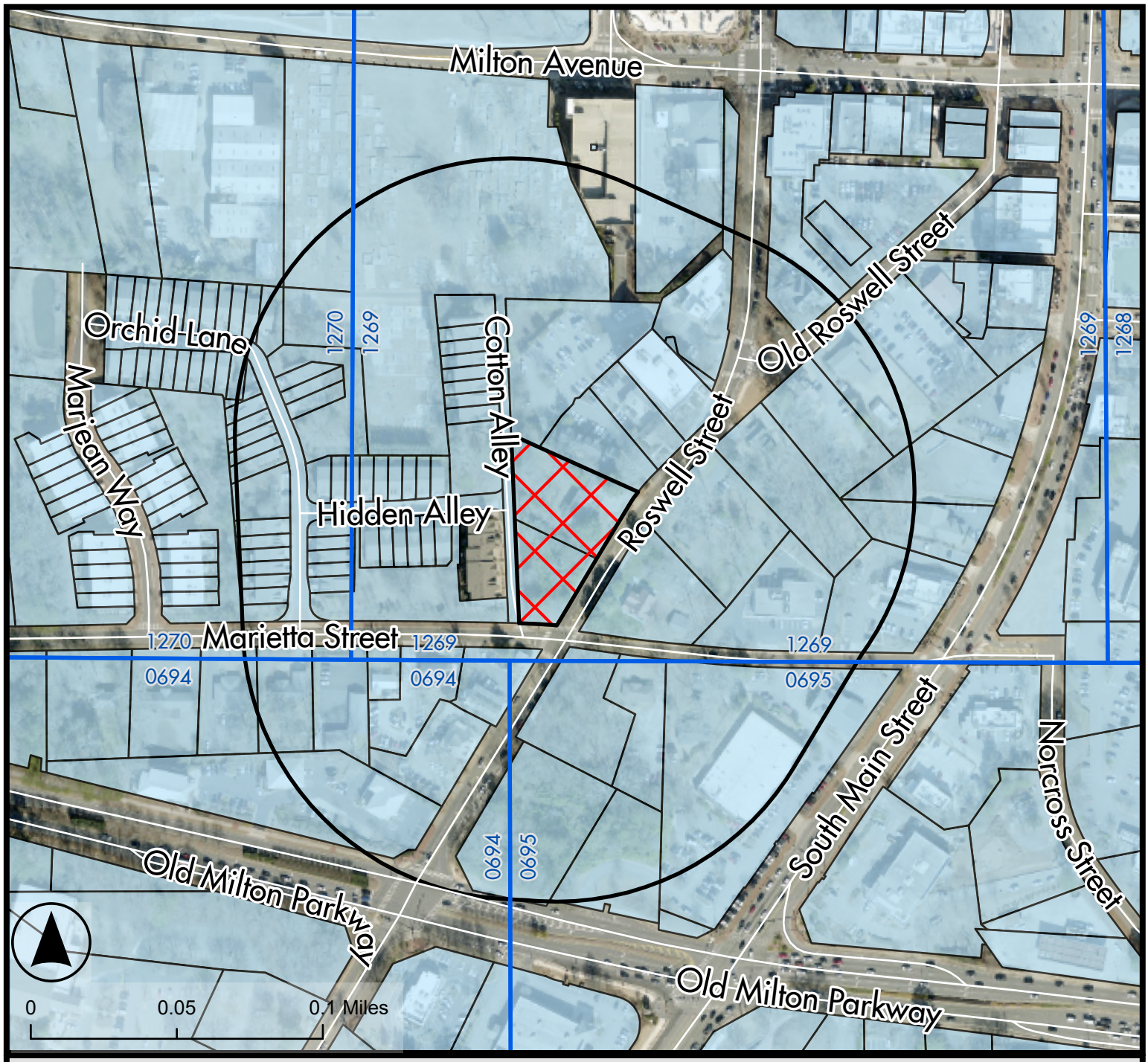
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THE CITY OF ALPHARETTA GEORGIA

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

Z-25-10, V-25-22



Legend

- Z-25-10, V-25-22
- Land Lots
- Tax Parcels
- 500 ft Buffer
- Alpharetta City Limits

Location Map

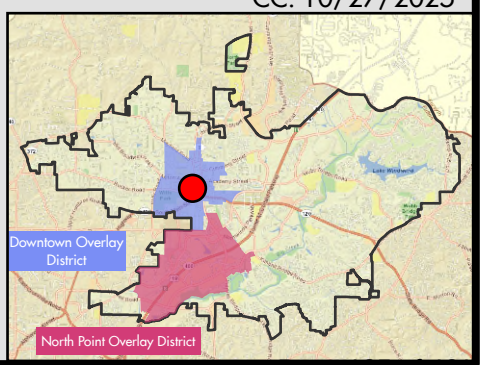
Levitan / 75 & 91 Roswell Street

Z-25-10, V-25-22

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PC: 10/2/2025

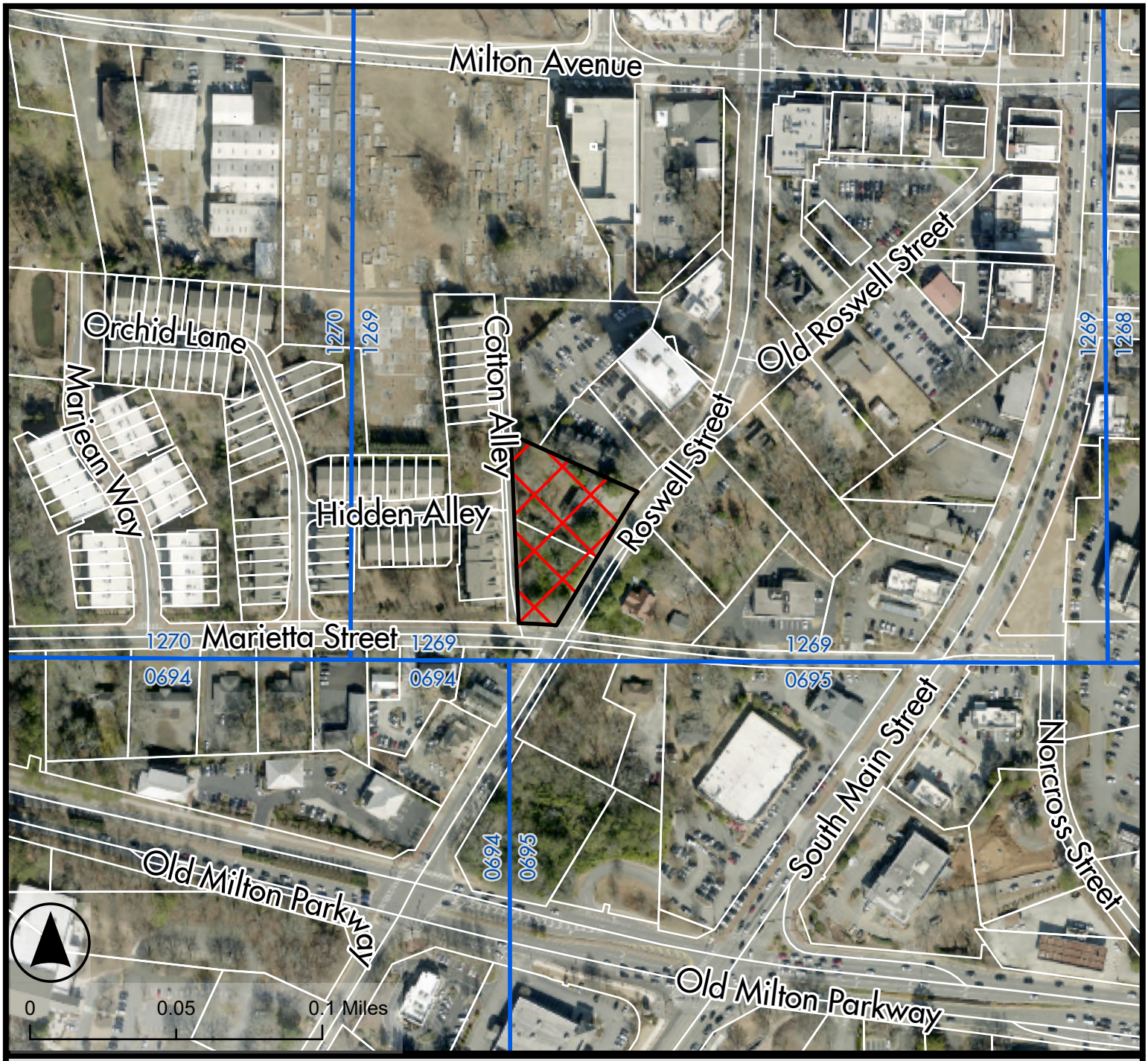
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THE CITY OF ALPHARETTA GEORGIA

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

Z-25-10, V-25-22



Legend

- Z-25-10, V-25-22
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Aerial Map

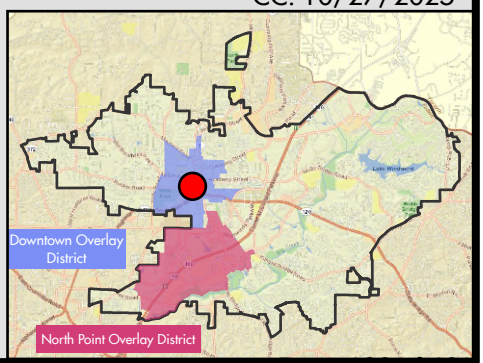
Levitan / 75 & 91 Roswell Street

Z-25-10, V-25-22

D/LL: 2/2/1269

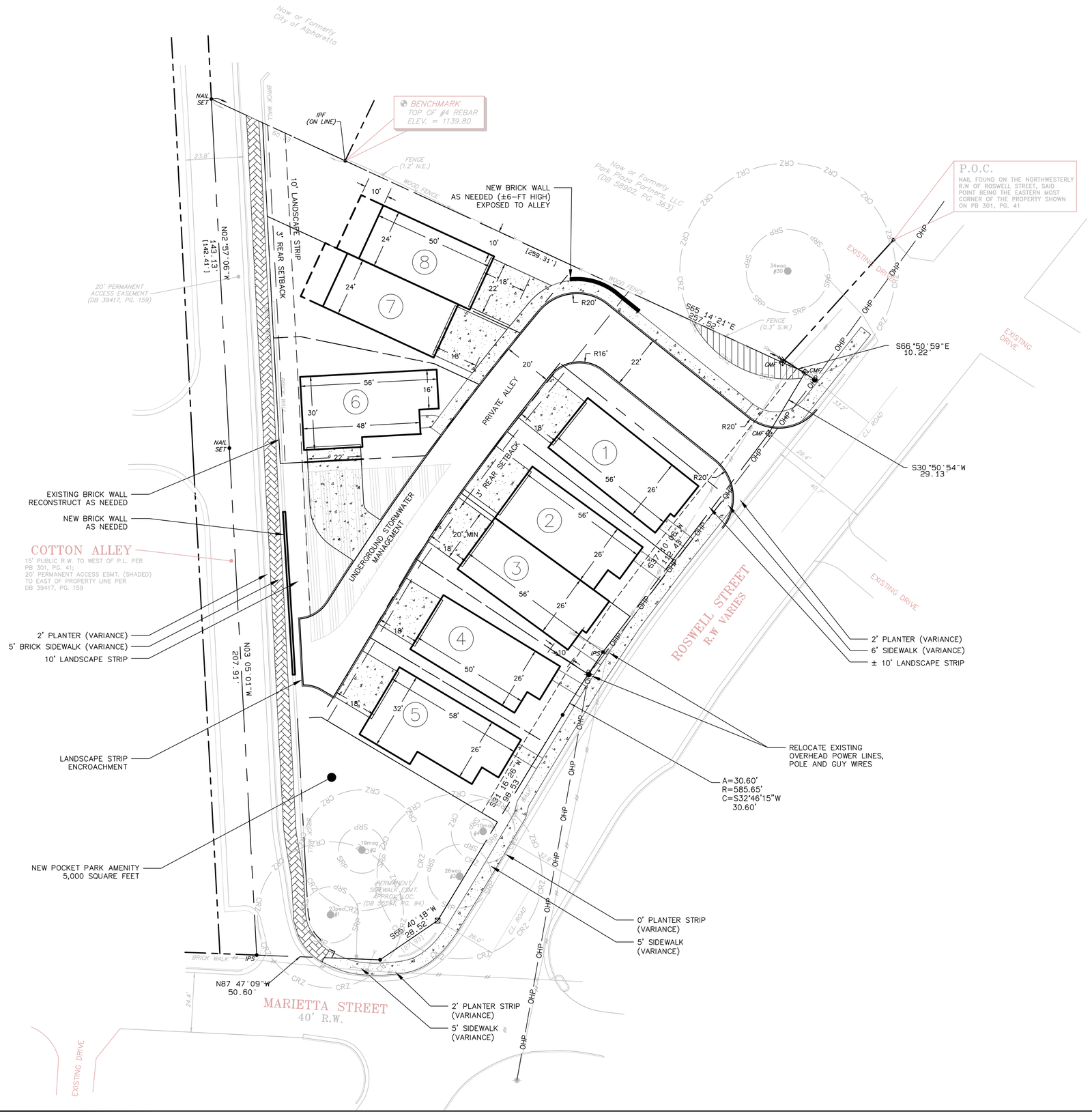
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THE CITY OF ALPHARETTA GEORGIA

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



NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

PRELIMINARY

SITE DATA:

TRACT 1 = 29,343 S.F. (PARCEL ID 22 482312690286)
0.674 AC

TRACT 2 = 19,398 S.F. (PARCEL ID 22 482312690278)
0.445 AC

TOTAL = 48,741 S.F.
1.119 AC

ZONING
CURRENT: C2
PROPOSED: DT-C

EXISTING BUILDINGS
OFFICE (CONVERTED HOME) = 3,972 SQUARE FEET

PROPOSED BUILDINGS
NEW SEMI-ATTACHED, SINGLE FAMILY HOMES = 4 UNITS
NEW DETACHED, SINGLE FAMILY HOMES = 4 UNITS
TOTAL NEW HOMES = 8 UNITS

HEIGHT
MAX = 4 STORIES, 60-FT
PROPOSED = 3 STORIES, PLUS BASEMENT (60-FT MAX)

SETBACKS
DT-C FRONT = 0-FT, 10-FT MAXIMUM
SIDE = 0-FT
REAR = 3 FEET (WITH ALLEY)

LOT COVERAGE
ALLOWED = 90%
PROPOSED = 90% (APPROXIMATE)

LOT COVERAGE WILL MEET OR FALL BELOW THE MAXIMUM ALLOWED. FINAL LOT COVERAGE AREAS ARE SUBJECT TO DESIGN BEING PREPARED BY APPLICANT AND PERMIT APPROVAL BY STAFF.

LOT AREAS
MINIMUM = 2,500 SQUARE FEET

PROVIDED (APPROXIMATE)

LOT 1 = 2,958±	LOT 5 = 3,202±
LOT 2 = 2,599±	LOT 6 = 3,228±
LOT 3 = 2,634±	LOT 7 = 3,304±
LOT 4 = 2,972±	LOT 8 = 4,329±

ALL LOTS WILL MEET OR EXCEED THE MINIMUM AREA REQUIRED. FINAL AREAS SUBJECT TO DESIGN BEING PREPARED BY APPLICANT AND PERMIT APPROVAL BY CITY STAFF.

STORMWATER MANAGEMENT
TO BE PROVIDED UNDERGROUND. ACCESS TO HOMES PROVIDED FOR FUTURE MAINTENANCE ACTIVITY.

FLOODPLAIN
THE PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FIRM MAP NUMBER 13121C0058F, EFFECTIVE 09/18/2013

STREETSCAPE REQUIREMENTS
ROSWELL STREET & COTTON ALLEY:
8' ON STREET PARKING
6' PLANTER
10' SIDEWALK
MARIETTA STREET:
6' PLANTER
10' SIDEWALK

AMENITY SPACE
REQUIRED, 5% OF SITE = 2,437 SQUARE FEET
PROVIDED, POCKET PARK = 5,000 SQUARE FEET

PARKING
REQUIRED
RESIDENTIAL DETACHED, FOR-SALE = 2 SPACES PER LOT, PLUS 1

PROVIDED
2 ENCLOSED GARAGE SPACES PER LOT
2 GUEST PARKING PER LOT, ON 18' DEEP x 20' WIDE DRIVEWAY

REQUESTED VARIANCES:
1. MODIFY STREETSCAPES:
ROSWELL STREET 2' PLANTER, 6' SIDEWALK, 10' LANDSCAPE STRIP
MARIETTA STREET 2' PLANTER, 5' SIDEWALK
COTTON ALLEY 2' PLANTER, 5' BRICK SIDEWALK, 10' LANDSCAPE STRIP

REVISIONS

NO.	DATE

DATE: 01/14/2026

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THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT IS PROPERLY SIGNED AND SEALED.

75 & 91 ROSWELL STREET

PREPARED FOR
JEFF LEVITAN
1885 BETHANY WAY
MILTON, GA 30004

SITE PLAN

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 518-5505 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	25-105

SHEET
C300

NOT ISSUED FOR CONSTRUCTION

Community Zoning Information Meeting (CZIM) September 10, 2025

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

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

NAME	ADDRESS	COMMENTS
David Paul	12020 Orchid Lane	
Steve Rondone	2095 Willshire Glen	Great plan for the property.
Janet + Dan Spernak	12037 Orchid Lane	
Tim & MaryLou Sutton Tim - 770-318-3539	12094 Cotton Alley	Main Concerns - Landscaping on Cotton Alley Possible Incorporate into Victoria Square Getting Rid of BAMBOO !!!

Community Zoning Information Meeting (CZIM) September 10, 2025

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

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

NAME	ADDRESS	COMMENTS
Karen Verri	1426 princeton ct alpharetta, GA 30009	
WREN FOWLER	12006 ORCHID LANE ALPHARETTA, GA 30009	
Jack Murphy	625 Vinings Way SE, 30082	
FRANCENE TAYLOR	2017 HIDDEN ALY ALPHARETTA GA 30009	
Lea Ann Gross	12090 Letton Aly Alpharetta GA 30009	Concerns relating to no exit from Letton Aly. Concerns about any staging on Letton Aly. How will anyone get out? Hidden Aly & Orchid Ln are private
Lynne Nicks	12007 Orchid Ln Alpha 30009	11 11

Community Zoning Information Meeting (CZIM) September 10, 2025

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

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

NAME	ADDRESS	COMMENTS
Steven Smith	12043 Orchid Cove Alph. GA 30009	
Trace Taylor	2017 Hidden Aly Alpha, GA 30009	
Ken and Tammy Thomson	2014 Hidden Alley Alpharetta 30009	
Dave & Clare Boothe	2007 Hidden Alley Alpharetta 30009	
Travis Bish Katherine Jackson	12096 Cotton Alley Alpharetta GA 30009	Concerned about neighborhood traffic exiting onto Cotton Aly Construction staging on Cotton Alley, one way road into Cotton Aly. Additionally the proposal to drop the bollards between the parking lot and Cotton Alley is concerning especially w/o a limited access gate. Residents of Victoria Square should also get access to the gate, which is also a bad idea as a gate will have any number of other access issues

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: 75 & 91 Roswell Street

Contact Name: Jeff Levitan Telephone: 630-918-8465

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.

Please see attached for comments, concerns and input received.

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

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

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

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

Signature of Authorized Agent: _____ Date: 09/12/2025

Print Form

Community Zoning Information Meeting (CZIM) – Public Comments Summary

Project: Rezoning Application – 75/91 Roswell Street, Z-25-10/V-25-22, PH-25-037

Date of Meeting: September 10, 2025

Location: Alpharetta City Hall, Community Room

Attendance: Exact number of attendees unknown

1. Key Themes Raised by the Public

Traffic & Circulation

- Many attendees asked how residents would access the community given Cotton Alley's one-way traffic pattern.
- Concerns were raised regarding construction traffic, staging areas, and impacts during the build-out phase.

Parking

- Questions about the adequacy of guest parking within the community.

Design & Architecture

- Several attendees commented positively on the architectural style, noting appreciation that the homes are not the typical "white farmhouse with black windows" style.

Community Amenities & Services

- Questions were raised about the location of mailboxes.
- A few attendees asked about starting home price points.

Adjacent / Nearby Development

- Several questions about the proposed development across the street, which the project team did not have information on.
- A couple of questions regarding the property next door and its future use.

Real Estate & Marketing

- One local realtor inquired about who to contact for community listings.

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

2. General Sentiment

- Overall, questions were practical in nature, focusing on access, parking, and potential neighborhood impacts.
- Architectural style was well received.

3. Applicant Responses (from meeting discussion)

- Project team provided clarification on architectural style.
- Other questions (traffic circulation, nearby development, etc.) were noted for follow-up.

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

---------- Forwarded message ---------
From: **J.D. Edge III** [redacted]
Date: Sun, Sep 7, 2025 at 8:55 AM
Subject: 75/91 Roswell St
To: [redacted]

Hi Jeff,

I am a long term resident of Victoria Square. 2 of our 3 roads are private and maintained by the residents - Hidden Alley and Orchid Lane.
As I'm sure you are aware, the entrance to Cotton Alley from Marietta St is one-way.
In your diagram, it appears that the residents of your proposed build will have no way to exit other than using our private roads.

1. Is this something you were aware of?
2. Do you have a proposal to resolve this other than opening the bollards between Cotton Alley and the public lot by Made/Foundation Social?

The bollards have been in place to keep through traffic out of the neighborhood and to reduce illegal parking. We would like to keep it that way.

Thank you,
JD Edge
[redacted]

From: Woodman, Michael
To: Taylor, Elicia
Subject: Fwd: Comments and concerns regarding Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street
Date: Tuesday, August 19, 2025 9:11:01 PM

[redacted]

[redacted]

[redacted]:

From: Francene Taylor [redacted]
Date: August 19, 2025 at 10:41:22 AM EDT
To: "Woodman, Michael" <mwoodman@alpharetta.ga.us>, "Cook, Kathi" <Kcook@alpharetta.ga.us>
Subject: Comments and concerns regarding Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street

Good morning Michael and Kathi
Wanted to connect with the City to share comments and concerns regarding the proposed development at 75 and 91 Roswell Street.

Based on the documents filed with the City, I see that Jeff Levitan is intending to build residential units there - 9 single family homes. It also looks as though he plans to use Cotton Alley as the only entrance to the development, and to have some of the homes' driveways on Cotton Alley. Because Cotton Alley at Marietta Street has **no exit**, only an entrance, this means that all the residential traffic from the homes will funnel from Cotton Alley down Hidden Alley and Orchid Lane, which are both private streets.

I absolutely applaud and support that property for residential use, but I am not in favor of allowing him to build a residential development leveraging assets that don't belong to him and that he does not maintain - Hidden Alley and Orchid Lane. Candidly, although he has ownership (right to use) the property up to the middle of Cotton Alley, it's our neighborhood that has paid to maintain that road, as well as the landscaping.

I'm not comfortable with the protocol of forcing one neighborhood to be the main entrance/exit for another. Mr. Levitan solved the egress problem for the commercial development by having the entrance/exit via Roswell Street - that should be the solution for this development. Another alternative is to reach agreement with the commercial development next door on Roswell Street and/or with the City to have an entrance/exit via that development and/or the public parking lot. Any of these solutions are doable - although it might mean that he'll have to build the homes all as adjoining townhomes rather than stand alone, but I'm sure that former City

Councilman, Chris Owens, can help him with that. Mr. Levitan knew that VS had serious objections to the entrances/exits for his commercial development funneling onto our streets, and after hearing our issues, he did find a solution…so I do think it's a little presumptuous of him to lay out a residential development in this way.

I'm also hoping that the city will assist in ensuring that the construction staging is a) within the development, b) within the city lot or c) on Roswell Street, rather than on Cotton Alley. Access for homeowners on Cotton Alley would be very negatively impacted, as would access for any emergency vehicles if construction is staged in the neighborhood. There's also a higher probability of damage to homes if Cotton is used for staging the construction or the materials.

As always, thank you for your time and I look forward to seeing you at the CZIM for this development in September.

Regards
Francene Taylor
Victoria Square
404-421-8852

Chris Owens

From: Minuteman Press <alpharetta@minutemanpress.com> on behalf of Minuteman Press
Sent: Wednesday, August 27, 2025 6:32 PM
To: Plum Creek Consulting; Chris Owens
Subject: [redacted]
Attachments: [redacted]

Good evening, Chris

Your letters were delivered to the USPS in Alpharetta today at 11:00. They were definitely post marked today and the date in the letter was today as well.

It was a pleasure working with you and I hope we can work together again soon.

For your records, your invoice showing a balance of $0 is attached.

Have a great evening

Jamey

Minuteman Press of Alpharetta
6300 Atlanta Hwy, Suite 102
Alpharetta, GA 30004
(470) 719-9806
www.alpharetta-ga.minutemanpress.com



122 MARIETTA STREET LLC
119 ROSWELL ST
ALPHARETTA GA 30009

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE STE T 70
ATLANTA GA 30329

ARAGON JUAN CARLOS
12035 ORCHID LN
ALPHARETTA GA 30009

ARIEL HOLDINGS II FIFTY FOUR
ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

BAILEY DIANE C
12084 COTTON ALY
ALPHARETTA GA 30009

BALSANO DEBORAH
12028 ORCHID LANE
ALPHARETTA GA 30009

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BISH TRAVIS J &
JACKSON KATHERINE E
12096 COTTON ALY
ALPHARETTA GA 30009

BONIFACE DORY ANNA
2015 HIDDEN ALY
ALPHARETTA GA 30009

BOOTHE JOHN D & CLARE F
2007 HIDDEN ALY
ALPHARETTA GA 30009

BRUGNOLI ANDREW
& CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

CARLOS L BAGWELL
REVOCABLE TRUST THE
40 ROSWELL ST
ALPHARETTA GA 30009

CARTER JOHN HARRISON III
12011 ORCHID LN
ALPHARETTA GA 30009

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

CIACCIA LOUIS & MARYANNE
12009 ORCHID LANE
ALPHARETTA GA 30009

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

DEMETRIOU CLINTON A &
DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

DETCHON TRACI L
2011 HIDDEN ALY
ALPHARETTA GA 30009

DIVERSIFIED INVESTMENT
GROUP R E H LLC
1865 BETHANY WAY
ALPHARETTA GA 30009

EDGE JULIAN D III
2008 HIDDEN ALY
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

FRIEL TODD & FRIEL SUSAN
12021 ORCHID LANE
ALPHARETTA GA 30009

GRACE & JERRY W DAWSON
REVOCABLE LIVING TRUST THE
738 MUSTANG DR
HARTWELL GA 30643

GRANGER STUART A
2006 HIDDEN ALY
ALPHARETTA GA 30009

GRONDIN AARON & KELLEY SHA
12086 COTTON ALY
ALPHARETTA GA 30009

GROSS SCOTT & LEA ANN
12090 COTTON ALY
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

JACK & KATHLEEN NUGENT
REVOCABLE TR THE
12082 COTTON ALY
ALPHARETTA GA 30009

JCH PROPERTIES LLC
80 MILTON AVE
ALPHARETTA GA 30009-1508

JONES WILLIAM W &
JONES DEBORAH J
2016 HIDDEN ALY
ALPHARETTA GA 30009

JWJ REAL ESTATE LLC
45 ROSWELL ST STE A
ALPHARETTA GA 30009

KLD ROSWELL STREET LLC
12460 CRABAPPLE RD STE 202 317
ALPHARETTA GA 30004

KOVALEV ANDREY &
KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

KROGH CHRIS J
310 DESTINY TRC
ALPHARETTA GA 30009

MANTHEY CATHERINE J
12032 ORCHID LN
ALPHARETTA GA 30009

MICHAEL J REINHARDT TRUST THE
12026 ORCHID LANE
ALPHARETTA GA 30009

MINICHIELLO DONALD &
MARILYN
2012 HIDDEN ALLEY
ALPHARETTA GA 30004

MOHAMED M YUSUF M &
KHEDR SHEREEN M
2009 HIDDEN ALLEY
ALPHARETTA GA 30009

NASO VICKI
12092 COTTON ALY
ALPHARETTA GA 30009

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
65 ROSWELL ST SUITE 300
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

PRANA VIDA LLC
12023 ORCHID LANE
ALPHARETTA GA 30009

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

RUDD NICOLE M
2013 HIDDEN ALY
ALPHARETTA GA 30009

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

SHAMOUN GEORGIA HOLDING LLC
366 SAN MIGUEL DR SUITE 310
NEWPORT BEACH CA 92660

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

SUTTON MARY LOU & TIMOTHY E
12094 COTTON ALY
ALPHARETTA GA 30009

TAYLOR LOURIE
2002 HIDDEN ALY
ALPHARETTA GA 30009

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

THAYER CURT & THAYER JAMIE SUSAN
12033 ORCHID LANE
ALPHARETTA GA 30009

THOMSON KENNETH JAMES
& TAMATHA REA
2014 HIDDEN ALY
ALPHARETTA GA 30009

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

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

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

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

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

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

WOOD I Y CEMETERY
1300 SYLVAN ROAD
ATLANTA GA 30310

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

ZAMMIT SHARMON
12088 COTTON ALY
ALPHARETTA GA 30009

From: Cook, Kathi
To: Woodman, Michael; Taylor, Elicia
Subject: Fwd: Victoria Square Levitan Project
Date: Friday, September 12, 2025 5:42:31 PM

Sent from my iPhone

Begin forwarded message:

> **From:** Lynne Hicks <[redacted]
> **Date:** September 12, 2025 at 4:49:12 PM EDT
> **To:** "Cook, Kathi" <Kcook@alpharetta.ga.us>
> **Subject: Victoria Square Levitan Project**
>
> Hello Kathi,
>
> I'm writing to you as a resident of Victoria Square. While I think the Levitan residential project for this piece of property is preferable to the previously planned commercial building, I am concerned about Levitan's proposal to have access to this community off of Cotton Alley. Because Cotton Alley allows no exit onto Marietta Street, it means these residents will have to use our private streets, Hidden Alley and Orchid Lane to exit the area. Another concern is that any overflow parking for guests to that community likely lands on our streets or in our limited guest parking spaces. Additionally, I think staging construction on Cotton Alley would be very disruptive along with construction traffic traveling on our private streets.
>
> Per the rendering of this small community, three of the townhomes sit along Cotton Alley with their driveways backing out onto Cotton Alley. In order to leave Victoria Square out of the equation, I propose flipping those townhomes so they face Cotton Alley, a better view for them and Victoria Square, such that their driveways face the driveways of the buildings facing Roswell Street. With this adjustment, the entrance/exit to this community could, if possible, be off of Roswell Street. Additionally, the driveway space onto Cotton Alley could then be paved for parking spaces and/or a turn around spot for that community
>
> Thank you for your consideration of my input.
> Lynne Hicks
> 12007 Orchid Lane

From: [redacted]
To:
Cc: Woodman, Michael; Gilvin, Jim; Mitchell, Donald; DeRito, Doug; Hipes, John; Merkel, Dan; Brady, Fergal; Lea Ann Gross; therealjefflevitan@gmail.com; Taylor, Elicia; Cook, Kathi
Subject: Re: [External] RE: 75/91 Roswell Street
Date: Thursday, September 18, 2025 9:20:48 AM
Attachments: image001.png

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Michael
Let me add my thanks to Jack's. At the CZIM, I was also told that the City opposed having the development's access situated on Roswell Street. That didn't make sense at all, given that the commercial development had been redesigned for egress from Roswell Street. After I questioned that, I was told that they might look into opening up the Marietta Street entrance to Cotton Alley to two-way traffic. As it's currently only an entrance and extremely close to the Marietta/Roswell intersection, that didn't make sense either, from a traffic safety standpoint.

I absolutely support the development of this property for residential, however i do not support the use of our neighborhood as the entrance.

Thank you again for the clarification.
Regards
Francene Taylor
[redacted]

Sent from my iPad

> On Sep 18, 2025, at 8:45 AM, Nugent, Jack <Jack.Nugent@nmrk.com> wrote:
>
> Michael –
>
> A sincere thanks for the clarification. As always, my faith that the City both holds developers to the highest standards and looks out for the best interests of the residents was not misguided.
>
> I am incredibly disappointed with the developer falsely representing the City's position. This was not a matter of whisper-down-the-line. They heard direction directly from you and I heard a complete misrepresentation directly from them.

This is clear evidence that “Good fences make good neighbors.”

I cannot speak for the rest of Victoria Square, but I believe that no access through Victoria Square is that good fence.

Jack Nugent
12082 Cotton Alley
Alpharetta, GA 30009
[redacted]

From: Woodman, Michael <mwoodman@alpharetta.ga.us>
Sent: Thursday, September 18, 2025 8:33 AM
To: [redacted]>
Cc: Gilvin, Jim <jgilvin@alpharetta.ga.us>; Mitchell, Donald <dmitchell@alpharetta.ga.us>; DeRito, Doug <DDerito@alpharetta.ga.us>; Hipes, John <jhipes@alpharetta.ga.us>; Merkel, Dan <dmerkel@alpharetta.ga.us>; Brady, Fergal <fbrady@alpharetta.ga.us>; Lea Ann Gross <leaanngross15@gmail.com>; Francene Taylor <taylorft517@hotmail.com>; therealjefflevitan@gmail.com; Taylor, Elicia <etaylor@alpharetta.ga.us>; Cook, Kathi <Kcook@alpharetta.ga.us>
Subject: [External] RE: 75/91 Roswell Street

Good morning, Jack.

Thank you for your comments on this request. To clarify, City Staff does not oppose access to the subject property from Roswell Street. In fact, the current approval on the property for the office building and restaurant has access from Roswell Street. When the proposed residential plan for the property was brought to the City, the first thing we asked was whether the applicant had approval from Victoria Square for access through that community. We understand that your streets are private. The applicant has indicated that they are working on that. We are on record with the applicant that they must either provide an agreement with Victoria Square for access or the access must be moved to Roswell Street. We also have let the applicant know that we oppose a full opening of Cotton Alley.

Please let me know if you have any questions.

Best regards,

Michael Woodman, AICP
Planning + Development Services Manager
Community Development

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, GA 30009
P: 678.297.6072
E: mwoodman@alpharetta.ga.us

From: Nugent, Jack [redacted]
Sent: Wednesday, September 17, 2025 6:55 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>; Cook, Kathi <Kcook@alpharetta.ga.us>
Cc: Gilvin, Jim <jgilvin@alpharetta.ga.us>; Mitchell, Donald <dmitchell@alpharetta.ga.us>; DeRito, Doug <DDerito@alpharetta.ga.us>; Hipes, John <jhipes@alpharetta.ga.us>; Merkel, Dan <dmerkel@alpharetta.ga.us>; Brady, Fergal <fbrady@alpharetta.ga.us>; Lea Ann Gross <leaanngross15@gmail.com>; Francene Taylor <taylorft517@hotmail.com>; therealjefflevitan@gmail.com
Subject: 75/91 Roswell Street

Good afternoon Kathy and Michael (and to Mr. Mayor and City Council)!

(I have also copied two active members of Victoria Square (though I am not speaking on their behalf) and Jeff Levitan , the developer)

For the past few years, I have gotten into a regular habit of defending the City when people complain about the changes that have been made to Main Street – explaining that, unfortunately, the City had no control over the work being done as it is state controlled. While they may not be happy about the loss of trees and some of the less than attractive walls that have gone up, they actually do feel better about the fact that the City would never choose to do something like that without citizen input and without ensuring that it is done to the highest level. You wouldn't force that kind of change onto anyone.

Yet, from what Jeff Levitan presented at the CZIM, you are doing something similar and, though on a much smaller scale, worse. Jeff and team presented that the

City has disallowed access to his proposed 9 home development from Roswell Street, despite the fact that there are two existing addresses on Roswell Street – one with an existing driveway and the other with an existing curb cut but no remaining driveway. This, also despite the fact that the City had previously approved an entrance to his previously proposed office/restaurant development directly from Roswell Street to its deck. Personally, I hope he is telling a tall tale to us to depict that the City is the aggressor – forcing access from Cotton Alley only – so that he can configure his site plan the way he wants. I find it hard to believe that previously approved access to a commercial development would be stripped. He is painting the City in a very bad light – one very comparable to what the State did to the City with Main Street.

I don't believe the City would force additional traffic onto the two private streets of Victoria Square (Hidden and Orchid) or would ever allow some of those houses to be allowed to have access from Cotton Alley while having the backs of the houses face the street - when every other house in Victoria Square faces the street (I cannot picture any other neighborhoods in the area that have this awkward and off-putting set up). Despite his representation to us that the Board of Victoria Square had agreed to a $25k+ payment for access to compensate the community for use of our privately maintained, if that is, in fact, true, it was done without any discussion, presentation or consent of the community members.

I have said it many times in the past – when we moved downtown in 2014, we knew we were moving into a spot that would witness ongoing development. I am in no way a NIMBY in the City, or even as it relates to this parcel (as evidenced by my previous support of the commercial/restaurant development once Jeff reconfigured the development to ensure that there was no ingress/egress through Victoria Square). However, I am against being forced to change the nature of our existing neighborhood to accommodate a developer's desire for additional profit by squeezing as many homes as possible onto a parcel. When another Victoria Square resident questioned Jeff and his other representative about reducing the number of homes by 1 or 2 to eliminate the access from Cotton Alley, he explained that he needs 9 to make it work financially. It is not the residents of Victoria Square's burden to ensure that a developer can turn a profit at our expense. If he can't make it work with fewer homes and access to Roswell Street rather than using Victoria Square's private streets, so be it. We can wait a few more years until he comes up with a new vision. We've been staring at a bamboo forest for 11 years (some in the neighborhood for 18 years). We can deal with it a bit longer.

Please do what you do best – ensure the highest quality development throughout the City when it meets the City's long term plans while ensuring it does not have a detrimental effect on its residents.

(I will be out of town on October 2nd for the Planning Commission meeting, so cannot be there in person)

Jack Nugent
12082 Cotton Alley
Alpharetta, GA 30009
[redacted]

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PLUM CREEK CONSULTING

August 1, 2025

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

RE: Rezoning and Concurrent Variance Application – 75 & 91 Roswell Street
From C-2 to DT-C (Downtown Core)
Letter of Intent

Dear Mayor and Councilmembers:

This firm represents **Jeff Levitan**, the Property Owner and Applicant, in a request to rezone the properties located at **75 and 91 Roswell Street** (Fulton County Parcel IDs 22 482312690286 and 22 482312690278) from **C-2 (General Commercial)** to **DT-C (Downtown Core)**, as well as to request **concurrent variances** related to streetscape design.

The subject properties total **1.119± acres** and are located within Alpharetta's Downtown Overlay. 75 Roswell Street currently contains a commercial office building; 91 Roswell Street is a vacant parcel. Both parcels lie adjacent to Cotton Alley and are located across from the Victoria Square townhome development.

Proposed Use and Intent
The Applicant intends to develop a **pedestrian-oriented single-family residential community** that blends seamlessly with the surrounding residential character of Downtown Alpharetta. The proposed plan includes **nine (9) detached and semi-attached single-family homes**, oriented toward Roswell Street and Cotton Alley, consistent with the architectural scale and rhythm established in the area.

This new use would replace a plan previously approved in 2023 for a 23,200 square foot commercial office building containing a 2,500 square foot restaurant space, and a parking structure. The shift to residential is more compatible with the Downtown Core's evolving land use and aligns with the intent of the DT-C zoning district.

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

Concurrent Variances
To facilitate the proposed development, the Applicant respectfully requests **concurrent variances** to the streetscape standards outlined in the Unified Development Code. Specifically, the Applicant requests:

Roswell Street Frontage:
- 2' planter strip (to match adjacent development)
- 6' sidewalk (to match existing width)
- 10' landscape strip (with final approval by DRB)

Marietta Street Frontage (including corners at Roswell Street and Cotton Alley):
- 2' planter strip
- 5' sidewalk

Cotton Alley Frontage:
- 2' planter strip
- 5' brick sidewalk (to match existing streetscape)
- 10' landscape strip except at garage/driveway entrances (with final approval by DRB)

These variances are requested to maintain consistency with existing nearby development patterns, preserve existing trees, and accommodate significant topographic changes across the site.

Compatibility and Justification
The proposed development is:
- **Consistent** with the **City of Alpharetta Comprehensive Plan and Future Land Use Map**, which designates this area as part of the **Central Business District (CBD)**.

- **Compatible** with surrounding properties, particularly the townhomes at Victoria Square and historic homes along Roswell Street.

- **Supportive** of downtown walkability and architectural quality through front porches, sidewalk access, and human-scale streetscape design.

- **Minimally impactful** on infrastructure and services, with existing utility and transportation networks able to serve the proposed use. The proposed use generates significantly less traffic than the currently approved plan (429 fewer Toal Trips, 53 fewer AM Peak Trips and 48 fewer PM Peak Trips).

  The Applicant believes the request supports the City's goal of fostering a vibrant, livable downtown and that the new homes will add long-term value to the neighborhood and City.

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

Conclusion
We respectfully request that the Mayor and City Council approve this rezoning and associated variance application. We look forward to working with Staff, the Design Review Board, and the Downtown community to bring forward a high-quality development.

Constitutional Objections are attached hereto as **Exhibit A** and incorporated herein by reference.

Sincerely,

Plum Creek Consulting, LLC
Chris K. Owens, PE

Attachments: Exhibit A – Constitutional Objections

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

Exhibit A
CONSTITUTIONAL OBJECTIONS

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

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

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

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

A refusal by the City of Alpharetta to grant the Application would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner and Owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America. Any approval of the Application that subjects the Subject Property to conditions that are different from the conditions requested by the Owner, to the extent such different conditions would have the

effect of further restricting the Owner's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional category and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

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

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

PLUM CREEK CONSULTING, LLC.

By: _____

Chris Owens
Property Owner and Applicant's
Authorized Representative

PLUM CREEK CONSULTING

(404) 518-5505
chris.owens@plumcc.com
7425 Mid Broadwell Trace Alpharetta, GA 30004

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: Z-25-10 V-25-22
PH #: PHA250037
☐ 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: Jeff Levitan Telephone: 630-918-8465

Address: 1865 Bethany Way Suite:

City Milton State: GA Zip: 30004 Fax:

Mobile Tel: 630-918-8465 Email: therealjefflevitan@gmail.com

Subject Property Information:

Address: 75 & 91 Roswell Street Current Zoning: C-2

District: 2nd Section: 2nd Land Lot: 1269 Parcel ID: 22 482312690286 & 22 482312690278

Proposed Zoning: DT-C Current Use: Existing commercial office (75 Roswell St) and vacant land (91 Roswell St)

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?

I am proposing a new single-family development in accordance with the DT-C Guidelines and Downtown Overlay, using a mix of detached and semi-attached homes.

Applicant's Request (Please itemize the proposal):

I am requesting the following:
1. Rezone both parcels from C-2 to DT-C
2. Concurrent Variances to include:
    a. Variance to Streetscape along Roswell Street to:
        2' planter strip (match existing north/south)
        6' sidewalk (match existing north/south)
        10' landscape strip using a mix of trees, shrubs & grasses (with final approval by DRB)
    b. Variance to Streetscape along Marietta Street (incl. corners of Roswell Street and Cotton Alley)
        2' planter strip
        5' sidewalk
    c. Variance to Streetscape along Cotton Alley
        2' planter strip
        5' brick sidewalk (match existing)
        10' landscape strip except at garage/driveway entrances (with final approval by DRB)

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

My intent is to develop a new single-family residential community that will contribute to the vibrant Downtown Core District. The requested variances are to allow for the new improvements to seamlessly integrate into the established surrounding development patterns.

The proposed use will mirror that of Victoria Square, across Cotton Alley, and be more compatible than the currently approved commercial office, restaurant and parking garage uses.

The improvements will add value to the Roswell Street streetscape by providing appropriately scaled architectural designs and pedestrian-focused front porches with direct sidewalk access. Infrastructure exists to support the use including neighborhood grocery stores, restaurants, shops and offices. Transportation and utility infrastructure is also in place to support the development.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Diversified Investment Group LLC & Diversified Investment Group REH LLC Telephone: 630-918-8465

Address: 1865 Bethany Way Suite:

City Alpharetta State: GA Zip: 30004 -

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
- ☐ Speciol Use
- ☒ Rezoning
- ☐ Conditianol Use
- ☒ Variance
- ☐ Master Plan
- ☐ Land Use Application
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Autharized Applicant: Chris Owens Telephone: 404-518-5505

Address: 7425 Mid Broadwell Trace Suite:

City Alpharetta Stote: GA Zip: 30004 -

So Sworn and Attested:

Owner Signature: Date: 7/31/2025

Notary:

Notory Signoture: Date: 7/31/25

NATHAN SYCKS NOTARY PUBLIC FULTON COUNTY, GEORGIA COMMISSION EXPIRES SEPTEMBER 10, 2027

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: Diversified Investment Group LLC & Diversified Investment Group REH LLC

Subject Public Heoring Case: 75 & 91 Roswell Street Rezoning Application

Campaign Contribution Information:

Please provide the requested information for eoch contribution with a dollar amount or volue of $250 or more made within the post 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 individuol identified above has made no such contributions to an Alpharetta Officiol within the post two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: NONE Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____ Date: 7/31/2025

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ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed residential use will blend into the surrounding neighborhood. The proposed plan matches the pattern established along Cotton Alley by Victoria Square and compliments the existing residential structures along Roswell Street (88, 62 and 103 Roswell Street). Unlike much new construction, the homes will be wider (26-34 feet), allowing for more creative and unique architecture.

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

The proposed use will have a positive impact on the use and value of surrounding properties. A new single-family development will improve the local economy - new residents will enjoy walking and visiting surrounding business. The scale of architecture and the proposed use is compatible with surrounding neighborhoods.

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

Yes. The property can be developed as currently zoned with a 23,200 square foot commercial office building and a 2,500 square foot restaurant space with a structured parking garage.

I prefer a residential use over the approved office/restaurant/parking garage.

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

The proposed plan includes 9 single-family homes that would replace an existing commercial approval (including a 23,200 square foot commercial office building and a 2,500 square foot restaurant space with a structured parking garage). The approved office can house approximately 120 employees, where the proposed residential development would house approximately 24 people. Total traffic changes are significant with a decrease of 429 total trips per day; a decrease of 53 morning peak hour trips; and a decrease of 48 evening peak hour trips. (Trip Generation Report is attached.)

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

No impact to school would occur, as few school-age children are expected. Existing utility networks (water, sewer, power, gas, telecommunications) have adequate capacity to serve the planned improvements.

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

The Future Land Use Map shows this property being situated in the "Central Business District", or "CBD". This area is defined in the 2040 Comprehensive Plan as "In the Downtown Overlay, mixed use development typical of a traditional downtown, including offices, shops, residences, and civic uses."
The proposed single-family development is compatible with both the Comprehensive Plan and the Future Land Use Map.

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

The continued and growing demand for walkable living in the downtown area supports the proposed use. New restaurants, retail shops, concerts and events are attractive to people who wish to live within the district. The City has invested in the expansion of the Alpha Loop recently, extending it past the site on the opposite side of Roswell Street. This will offer residents easier access to Wills Park and an even larger area of Alpharetta.

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.

There are exceptional conditions related to the property:

1. Topography - there is over 10-feet of vertical relief across the Roswell Street frontage and over 20-feet of vertical relief from Roswell Street in the front to Cotton Alley in the rear. This characteristic requires that the improvements be built into the land, requiring access to Cotton Alley. Application of the City's standard streetscape section would exacerbate the elevation challenges and limit the owner's options for reasonable development plans.

2. Shape - the property is long and shallow. The lot has a width of approximately 250-feet, with a depth of 200-feet on one end and only 50-feet on the other (at Marietta Street). Application of the City's standard streetscape section would require cutting all trees from the southern portion of the property.

3. Trees - there are trees located on the southern portion of the property that would be removed in order to construct a wider streetscape along Roswell Street.

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

Yes. Application of the City's standard streetscape section would cause the property to be inconsistent with surrounding developed properties.

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

Yes. In addition to the items described above, the City has recently invested in an extension of the Alpha Loop along the opposite, eastern, side of Roswell Street. Installation of a larger streetscape on the western side of Roswell Street would effectively widen the street section changing the existing smaller, intimate character of the overall streetscape.

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.

Granting a variance to the City's standard streetscape would not cause detriment to the public good or undermine the intent of the Zoning Code. Granting of this variance request would allow for the preservation of additional tree canopy and for the improvements to better blend in with the surrounding recent improvements.

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

GENERAL NOTES~

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 5.7 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 76,850. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON GTS-235.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 283,213.

UNLESS OTHERWISE INDICATED, ALL I.P.'s ARE ½" REBARS.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD HAZARD MAP", COMMUNITY PANEL NO. 13121C 0058 F, DATED SEPTEMBER 18, 2013, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE EXCEPTED.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD BARTON SURVEYING, INC. HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

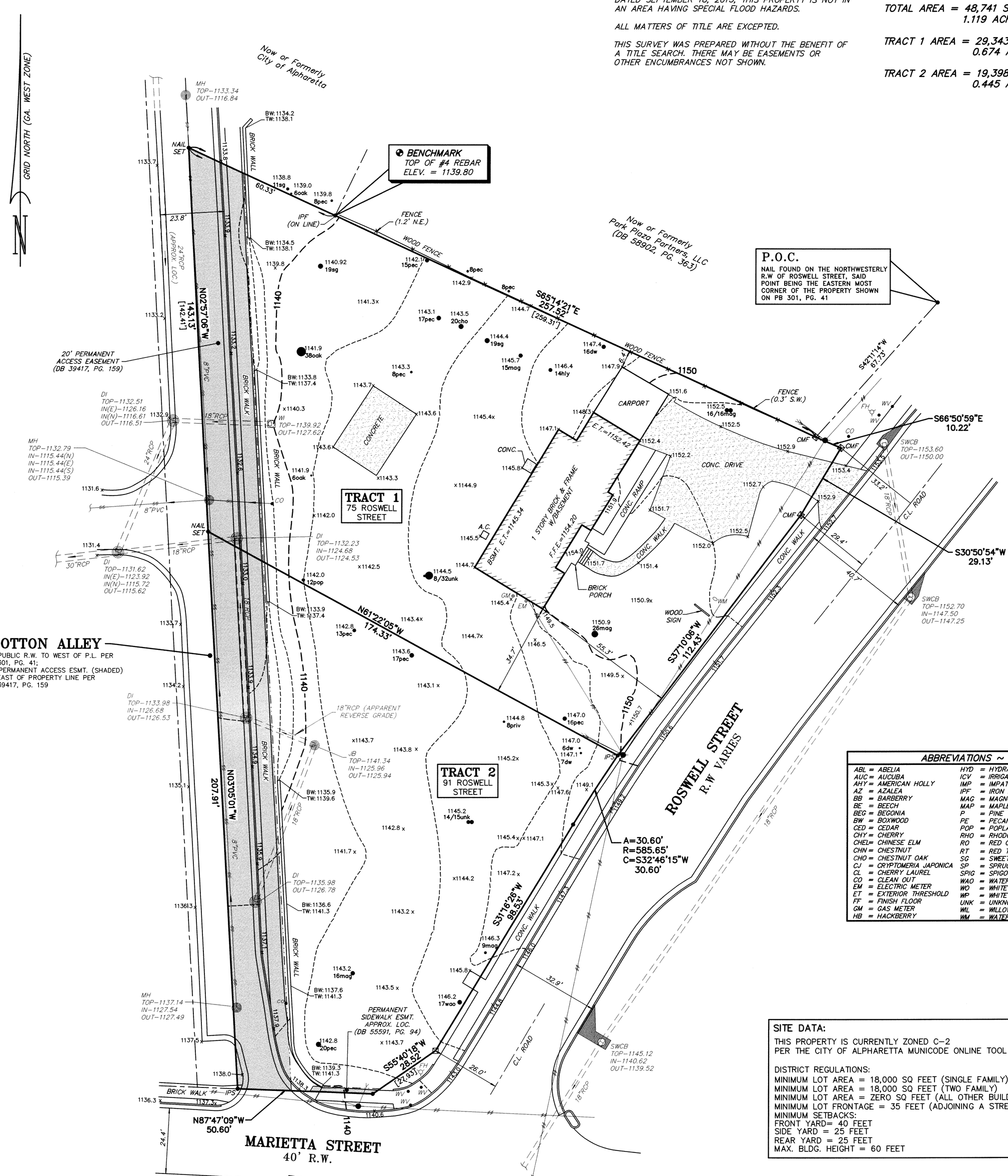
REFERENCES:
1) DB 54426, PG. 146
2) DB 33416, PG. 1
3) DB 55591, PG. 94
4) DB 39417, PG. 159
5) PB 301, PG. 41

[259.31'] = RECORD DISTANCE

TOTAL AREA = 48,741 SQ. FT.
1.119 ACRES

TRACT 1 AREA = 29,343 SQ. FT.
0.674 ACRE

TRACT 2 AREA = 19,398 SQ. FT.
0.445 ACRE



ABBREVIATIONS ~

ABL = ABELIA	HYD = HYDRANGEA
AUC = AUCUBA	ICV = IRRIGATION CONTROL VALVE
AHY = AMERICAN HOLLY	IMP = IMPATIENS
AZ = AZALEA	IPF = IRON PIN FOUND
BB = BARBERRY	MAG = MAGNOLIA
BE = BEECH	MAP = MAPLE
BEG = BEGONIA	P = PINE
BW = BOXWOOD	PE = PECAN
CED = CEDAR	POP = POPLAR
CHY = CHERRY	RHO = RHODODENDRON
CHEL = CHINESE ELM	RO = RED OAK
CHN = CHESTNUT	RT = RED TIP
CHO = CHESTNUT OAK	SG = SWEET GUM
CJ = CRYPTOMERIA JAPONICA	SP = SPRUCE
CL = CHERRY LAUREL	SPIG = SPIGOT
CO = CLEAN OUT	WAO = WATER OAK
EM = ELECTRIC METER	WO = WHITE OAK
ET = EXTERIOR THRESHOLD	WP = WHITE PINE
FF = FINISH FLOOR	UNK = UNKNOWN
GM = GAS METER	WIL = WILLOW
HB = HACKBERRY	WM = WATER METER

SITE DATA:

THIS PROPERTY IS CURRENTLY ZONED C-2
PER THE CITY OF ALPHARETTA MUNICODE ONLINE TOOL

DISTRICT REGULATIONS:
MINIMUM LOT AREA = 18,000 SQ FEET (SINGLE FAMILY)
MINIMUM LOT AREA = 18,000 SQ FEET (TWO FAMILY)
MINIMUM LOT AREA = ZERO SQ FEET (ALL OTHER BUILDINGS)
MINIMUM LOT FRONTAGE = 35 FEET (ADJOINING A STREET)
MINIMUM SETBACKS:
FRONT YARD= 40 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET
MAX. BLDG. HEIGHT = 60 FEET

ADDRESS:
75 & 91 ROSWELL STREET
ALPHARETTA, GA 30009

LEGEND

IPF	=	1/2" REBAR FND.
IPS	=	1/2" REBAR SET
R.W.	=	RIGHT OF WAY
SSE	=	SANITARY SEWER EASEMENT
DE	=	DRAINAGE EASEMENT
L.L.L.	=	LAND LOT LINE
C.L.	=	CENTERLINE
CT	=	CRIMP TOP PIPE
OT	=	OPEN TOP PIPE
CMP	=	CORRUGATED METAL PIPE
RCP	=	REINFORCED CONCRETE PIPE
DI	=	DROP INLET
JB	=	JUNCTION BOX
MH	=	MANHOLE
CB	=	CATCH BASIN
BM	=	BENCHMARK
PP	=	POWER POLE
FH	=	FIRE HYDRANT
CMF	=	CONCRETE MONUMENT FND.
B.C.	=	BACK OF CURB
E.P.	=	EDGE OF PAVEMENT
FEN	=	FENCE
O.H.	=	OVERHEAD ELEC. SERVICE LINE
B.L.	=	BUILDING LINE
U.G.	=	UNDERGROUND POWER LINE
TX	=	TRANSFORMER

BOUNDARY AND TOPOGRAPHIC SURVEY FOR
LAWSON FINLAYSON

LOCATED IN LAND LOT 1269
2nd DISTRICT, 2nd SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
FEBRUARY 7, 2020 1"=20'

20 10 0 20 40 60
SCALE IN FEET
VERTICAL DATUM IS NAVD 88.
CONTOUR INTERVAL = 2 FT.

GEORGIA REGISTERED No. 3147 LAND SURVEYOR NATHAN H. JOHNSTON

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.

2-20-2020
NATHAN H. JOHNSTON, GA. RLS No. 3147

JOB # 20-008	DRAWN BY: JO	FIELD CREW: CW/PW
FIELD DATE: 02-07-20	PLAT PREPARED: 02-19-20	

BARTON SURVEYING INC.
3005 HOLLY SPRINGS PARKWAY, SUITE 101
CANTON, GEORGIA 30115
(770) 345-2810
(LICENSE No. LSF 000151)

75 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Marietta Street and continuing along said right of way of Roswell Street for the following courses and distances: N55°40'18"E a distance of 28.52 to a concrete monument found; thence N31°16'26"E a distance of 98.53 feet to a point; thence along a curve to the right, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of N32°46'15"E 30.60 feet, to an iron pin set and the POINT OF BEGINNING; thence leaving said right of way of Roswell Street N61°22'05"W a distance of 174.33 feet to a nail set; thence N02°57'06"W a distance of 143.13 feet to a nail set; thence S65°14'21"E a distance of 257.52 feet to a concrete monument found; thence S66°50'59"E a distance of 10.22 feet to a concrete monument found on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: S30°50'54"W a distance of 29.13 feet to a concrete monument found; thence S37°10'06"W a distance of 112.43 feet to the POINT OF BEGINNING. Said tract contains 29,343 square feet or 0.674 acre and is shown as "Tract 1" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

91 Roswell Street

Written Description

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point at the intersection of the northwesterly right of way of Roswell Street (right of way varies) and the northerly right of way of Marietta Street (40 foot right of way); thence leaving said right of way of Roswell Street and continuing along said right of way of Marietta Street N87°47'09"W a distance of 50.60 feet to an iron pin set; thence leaving said right of way of Marietta Street N03°05'01"W a distance of 207.91 feet to a nail set; thence S61°22'05"E a distance of 174.33 feet to an iron pin set on the northwesterly right of way of Roswell Street; thence continuing along said right of way of Roswell Street for the following courses and distances: along a curve to the left, following the curvature thereof for an arc distance of 30.60 feet, said curve having a radius of 585.65 feet and being subtended by a chord of S32°46'15"W 30.60 feet, to a point; thence S31°16'26"W a distance of 98.53 feet to a concrete monument found; thence S55°40'18"W a distance of 28.52 feet to the POINT OF BEGINNING. Said tract contains 19,398 square feet or 0.445 acre and is shown as "Tract 2" on a boundary and topographic survey for Lawson Finlayson, prepared by Barton Surveying, Inc., dated February 7, 2020.

Now or Formerly
City of Alpharetta

MH
TOP=1133.34
OUT=1116.84

BW:1134.2
TW:1138.1

NAIL SET

IPF
(ON LINE)

BENCHMARK
TOP OF #4 REBAR
ELEV. = 1139.80

FENCE
(1.2' N.E.)

Now or Formerly
Park Plaza Partners, LLC
(DB 38902, PG. 363)

P.O.C.
NAIL FOUND ON THE NORTHWESTERLY R.W OF ROSWELL STREET, SAID POINT BEING THE EASTERN MOST CORNER OF THE PROPERTY SHOWN ON PB 301, PG. 41

EXISTING DRIVE

BW:1134.5
TW:1138.1

23.6'

N02°57'06"W
143.13'
(142.41')

20' PERMANENT
ACCESS EASEMENT
(DB 39417, PG. 159)

(259.31')

S65°14'21"E
257.52'

CARPORT

F.F.E.=1154.42

BRICK & FRAME
UTILITY/BASEMENT

BSMT. E.=1145.34

F.F.E.=1154.28

BRICK
PORCH

CMF

S66°50'59"E
10.22'

CMF

SWCB
TOP=1153.60
OUT=1150.00

CMF

S30°50'54"W
29.13'

SWCB
TOP=1152.70
IN=1147.50
OUT=1147.25

DI
TOP=1132.51
IN(E)=1126.16
IN(N)=1116.61
OUT=1116.51

MH
TOP=1132.79
IN=1115.44(N)
IN=1115.44(E)
IN=1115.44(S)
OUT=1115.39

24"RCP

8"PVC

18"RCP

30"RCP

DI
TOP=1131.62
IN(E)=1123.92
IN(N)=1115.72
OUT=1115.62

NAIL SET

DI
TOP=1132.23
IN=1124.68
OUT=1124.53

12" B WALNUT

TRACT 1
75 ROSWELL
STREET

N51°22'05"W
174.33'

55.3'

54.7'

WOOD SIGN

537°10'05"W
112.43'

ROSWELL STREET
R.W VARIES

COTTON ALLEY
15' PUBLIC R.W. TO WEST OF P.L. PER PB 301, PG. 41;
20' PERMANENT ACCESS ESMT. (SHADED) TO EAST OF PROPERTY LINE PER DB 39417, PG. 159

DI
TOP=1133.98
IN=1126.68
OUT=1126.53

18"RCP (APPARENT
REVERSE GRADE)

JB
TOP=1141.34
IN=1125.96
OUT=1125.94

N03°05'01"W
207.91'

IPS

TRACT 2
91 ROSWELL
STREET

A=30.60'
R=585.65'
C=S32°46'15"W
30.60'

S31°15'26"W
39.53'

PERMANENT
SIDEWALK EASE.
APPROX. LOC.
(DB 9551, PG. 94)

MH
TOP=1137.14
IN=1127.54
OUT=1127.49

SWCB
TOP=1145.12
IN=1140.62
OUT=1139.52

S55°40'18"W
28.52'

BRICK WALK

N87°47'09"W
50.60'

MARIETTA STREET
40' R.W.

EXISTING DRIVE

NORTH

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

PRELIMINARY

REVISIONS

NO.	DATE

DATE: 08/01/2025

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THIS MEDIA SHOULD NOT BE CONSIDERED A FINAL DOCUMENT UNLESS IT IS PROPERLY SIGNED AND SEALED.

75 & 91 ROSWELL STREET

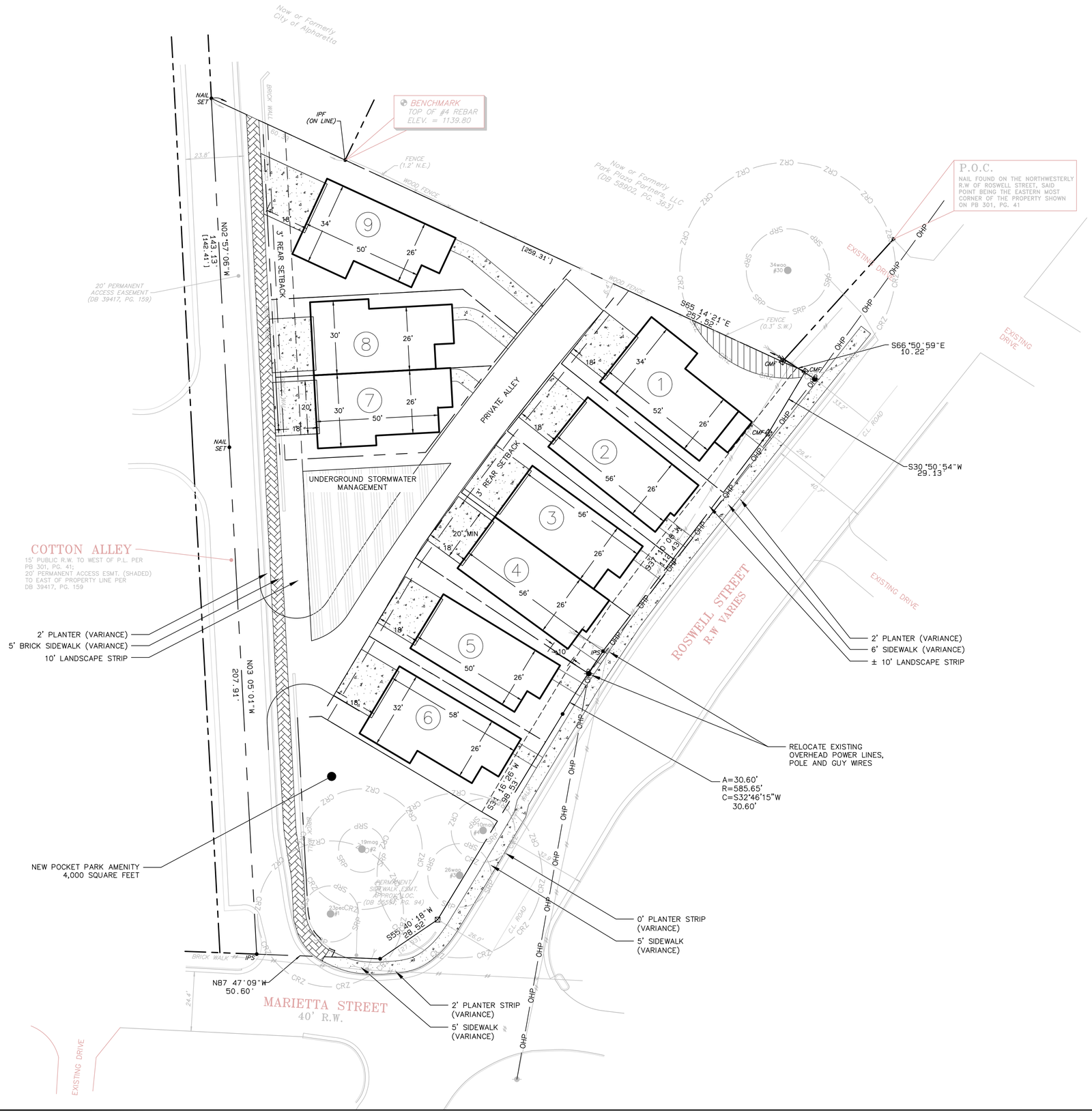
PREPARED FOR
JEFF LEVITAN
1865 BETHANY WAY
MILTON, GA 30004

EXISTING CONDITIONS PLAN

Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 518-5506 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	25-105

SHEET
C100



SITE DATA:

TRACT 1 = 29,343 S.F. (PARCEL ID 22 482312690286)
0.674 AC

TRACT 2 = 19,398 S.F. (PARCEL ID 22 482312690278)
0.445 AC

TOTAL = 48,741 S.F.
1.119 AC

ZONING
CURRENT: C2
PROPOSED: DT-C

EXISTING BUILDINGS
OFFICE (CONVERTED HOME) = 3,972 SQUARE FEET

PROPOSED BUILDINGS
NEW SEMI-ATTACHED, SINGLE FAMILY HOMES = 4 UNITS
NEW DETACHED, SINGLE FAMILY HOMES = 5 UNITS
TOTAL NEW HOMES = 9 UNITS

HEIGHT
MAX = 4 STORIES, 60-FT
PROPOSED = 3 STORIES, PLUS BASEMENT (60-FT MAX)

SETBACKS
DT-C FRONT = 0-FT, 10-FT MAXIMUM
SIDE = 0-FT
REAR = 3 FEET (WITH ALLEY)

LOT COVERAGE
ALLOWED = 90%
PROPOSED = 85% (APPROXIMATE)

LOT COVERAGE WILL MEET OR FALL BELOW THE MAXIMUM ALLOWED. FINAL LOT COVERAGE AREAS ARE SUBJECT TO DESIGN BEING PREPARED BY APPLICANT AND PERMIT APPROVAL BY STAFF.

LOT AREAS
MINIMUM = 2,500 SQUARE FEET

PROVIDED (APPROXIMATE)

LOT 1 = 4,164±	LOT 5 = 2,972±	LOT 9 =5,338±
LOT 2 = 2,958±	LOT 6 = 3,202±	
LOT 3 = 2,599±	LOT 7 = 2,517±	
LOT 4 = 2,634±	LOT 8 = 2,907±	

ALL LOTS WILL MEET OR EXCEED THE MINIMUM AREA REQUIRED. FINAL AREAS SUBJECT TO DESIGN BEING PREPARED BY APPLICANT AND PERMIT APPROVAL BY CITY STAFF.

STORMWATER MANAGEMENT
TO BE PROVIDED UNDERGROUND. ACCESS TO HOMES PROVIDED FOR FUTURE MAINTENANCE ACTIVITY.

FLOODPLAIN
THE PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA PER FIRM MAP NUMBER 13121C0058F, EFFECTIVE 09/18/2013

STREETSCAPE REQUIREMENTS
ROSWELL STREET & COTTON ALLEY:
8' ON STREET PARKING
6' PLANTER
10' SIDEWALK
MARIETTA STREET:
6' PLANTER
10' SIDEWALK

AMENITY SPACE
REQUIRED, 5% OF SITE = 2,437 SQUARE FEET
PROVIDED, POCKET PARK = 4,000 SQUARE FEET

PARKING
REQUIRED
RESIDENTIAL DETACHED, FOR-SALE = 2 SPACES PER LOT, PLUS 1

PROVIDED
2 ENCLOSED GARAGE SPACES PER LOT
2 GUEST PARKING PER LOT, ON 18' DEEP x 20' WIDE DRIVEWAY

REQUESTED VARIANCES:
1. MODIFY STREETSCAPES:
ROSWELL STREET 2' PLANTER, 6' SIDEWALK, 10' LANDSCAPE STRIP
MARIETTA STREET 2' PLANTER, 5' SIDEWALK
COTTON ALLEY 2' PLANTER, 5' BRICK SIDEWALK, 10' LANDSCAPE STRIP

NORTH

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

PRELIMINARY

REVISIONS

NO.	DATE

DATE: 08/01/2025

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THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT IS PROPERLY SIGNED AND SEALED.

75 & 91 ROSWELL STREET

PREPARED FOR
JEFF LEVITAN
1865 BETHANY WAY
MILTON, GA 30004

SITE PLAN

Plum Creek Consulting, LLC
7426 Mid Broadwell Trace
Alpharetta, GA 30004
P: (404) 510-5505 E: chris.owens@plumcc.com
PLUM CREEK CONSULTING

DRAWN BY:	CHECKED BY:	PROJECT NO.
KO	CO	25-105

SHEET
C300

NOT ISSUED FOR CONSTRUCTION



75 Roswell Street - Landscape Concept Plan

A CLASSICAL STUDIO
ARCHITECTS | DESIGNERS | INTERIORS

604 Macy Drive
Roswell, Georgia 30076

75 Roswell Street
A Neighborhood Rooted in Tudor Eclectic Tradition

The architectural vision for 75 Roswell Street draws inspiration from the rich tradition of Tudor Eclectic design, blending historical character with though ul individualization. Each home in the neighborhood is designed to be architecturally distinct while contributing to a cohesive and elevated streetscape. The use of authentic materials—brick, stone, and half-timbering—anchors the neighborhood in timeless cra' smanship and texture.

Hallmarks of the Tudor Eclectic style are evident in the steeply pitched rooflines, prominent masonry chimneys, and decorative half-timbered gables – each element carefully detailed to evoke the charm of Old English architecture. Entry experiences are emphasized with gas lanterns, cast stone surrounds, and customized front doors that reflect the individuality of each residence. Front entries alternate between covered stoops and porches, adding variation and rhythm to the pedestrian experience along the street. This neighborhood celebrates architectural diversity within a unified style, creating a walkable, storybook-inspired enclave with variety —yet feeling part of a shared, beautifully curated whole.







FRONT ELEVATION A
Scale : 1/4”=1’-0”



FRONT ELEVATION B
Scale : 1/4”=1’-0”



FRONT ELEVATION C
Scale : 1/4”=1’-0”

A CLASSICAL STUDIO
ARCHITECTS / DESIGNERS

75 ROSWELL STREET
ALPHARETTA, GA

I



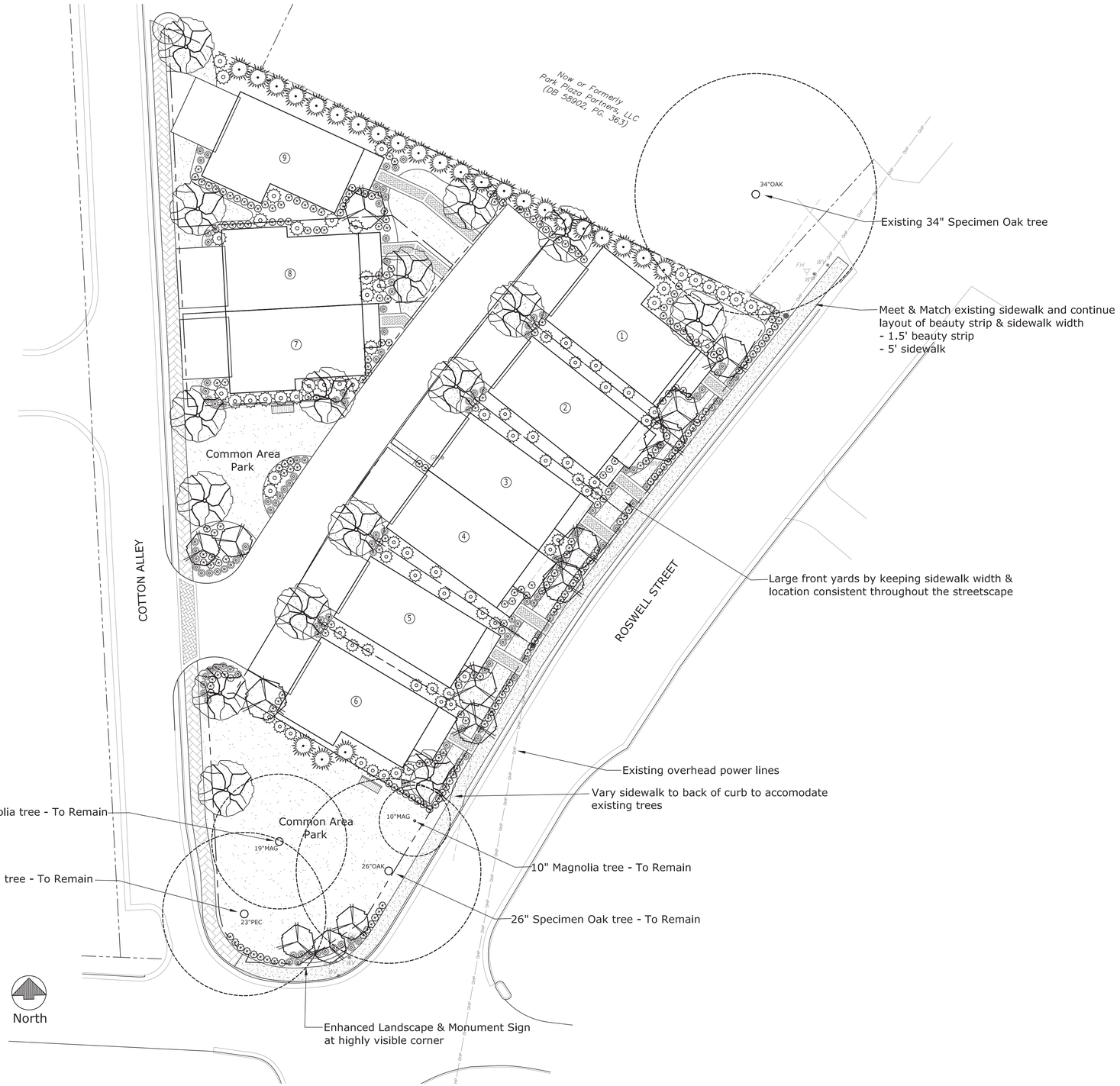
FRONT ELEVATION D
Scale : 1/4”=1’-0”



FRONT ELEVATION E
Scale : 1/4”=1’-0”



FRONT ELEVATION F
Scale : 1/4”=1’-0”



CONCEPTUAL PLANT LIST

OVERSTORY SHADE TREES:

American Elm	Red Maple
Black Gum	European Hornbeam
Chinese Pistache	Sugar Maple
Deodar Cedar	Dawn Redwood
Oak	Magnolia

UNDERSTORY TREES:

Crape Myrtle	Cherry
Serviceberry	Japanese Maple
Saucer Magnolia	Chaste Tree
Hinoki Cypress	Redbud
Dogwood	Fringetree

PERIMETER BUFFER TREES:

Eastern Red Cedar
American Holly
Teddy Bear Magnolia
Green Giant Arborvitae
Nellie Stevens Holly

EVERGREEN FOUNDATION SHRUBS:

American Boxwood	Camellia
Aucuba	Tea Olive
Gardenia	Nellie Stevens Holly
Emerald Arbovitae	Loropetalum
Ligustrum	Cherry Laurel

ACCENT SHRUBS:

Encore Azalea	Limelight Hydrangea
Loropetalum	Maiden Grass
Shasta Viburnum	Emerald Heights Distylium
Knockout Rose	Lemon-Lime Nandina
Needlepoint Holly	Winter Green Boxwood
Cleyera	Liriope
Otto Luyken Laurel	Variegated Pittosporum
Abelia	Yellow Anise

75 Roswell Street - Landscape Concept Plan

1" = 20'-0"

August 1, 2025

PATRICK CORKILL LANDSCAPE ARCHITECTURE PC LA

His Hands Tree Preservation, LLC.
PO Box. 441241
Kennesaw, GA. 30160
Phone: (404) 661-2700
Email: HisHandsTP@gmail.com
ISA Certified Arborist WI-0338AT
ISA Certified Tree Worker
ISA Qualified Tree Risk Assessor

TREEINVENTORY REPORT REVIEW

Tree Inventory and Assessment
75 and 91 Roswell Street
Alpharetta, GA 30009

Prepared For:
Chris Owens, PE
Plum Creek Consulting, LLC
7425 Mid Broadwell Trace
Alpharetta, GA 30004
(404) 518-5505
chris.owens@plumcc.com

Assessor:
Robert Brettschneider
His Hands Tree Preservation, LLC
Owner
ISA Certified Arborist #WI-0338AT
ISA Certified Tree Worker
ISA Qualified Tree Risk Assessor

May 22, 2025

In May, Robert Brettschneider, Owner of His Hands Tree Preservation and an International Society of Arboriculture (ISA) Certified Arborist, conducted the onsite tree assessment and inventory of the trees in question by the City of Alpharetta. This assessment aimed to verify the sizes and evaluate the biological and structural health of the trees, as reported by Scott Hall on June 20, 2023.
All specimen-sized trees were assessed for insect infestations, disease pressures, structural defects, biological decline, and overall health. An updated health and structural assessment was performed as a visual ground assessment and documented in the report.

The following criteria per the City of Alpharetta Unified Development Code were used to determine Boundary/Shared Trees or Specimen Tree statuses. Determining a tree's specimen status is ultimately up to the City of Alpharetta Arborist and staff.

Specimen Tree*:* any tree that qualifies for special consideration for preservation due to its size, type, condition, location, or historical significance and which also meets the minimum size criteria set forth below.

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

Trees of Quality **and** ***Tree Groupings or Groves****:* Trees that warrant protection or preservation based upon size, condition, special interest, character, etc.

Table and Report:
The table below summarizes the inventory and assessment of the specimen trees on this site. The table contents contain the following information.

Tree ID: The specific metal identification tag on the tree.
Tree Size: The size of the tree measured at 3.5 feet on the trunk gives the diameter size.
Tree Species: Identifies the genus and species of each tree.
Condition Rating: The condition rating comprises three distinct qualities: health, structure, and form.
Health: Tree health (vigor) includes evaluation of the crown density, foliage color, leaf size, annual shoot growth, disease infections, insect infestations, the presence of injuries, and

shoot dieback symptoms.
Structural: The tree structural evaluation includes assessing tree features impacting the structural integrity. These conditions may include the presence of codominant stems, weak branch attachments, decay indicators, root collar burial, dead and dying branches, low live crown ratio, visual cavities, and other conditions of concern.
Form: The tree form considers the tree's growth habit – its symmetry, shape, or silhouette. The form is also based on the tree species, site conditions, proximity to other trees or structures, and management history.
The condition ratings are categorized as good, fair, and poor.
Good: The vigor is normal for the species. There is no significant damage due to diseases or pests. Any twig dieback, defoliation, or discoloration is minor. Has a well-developed structure. The defects are minor and can be corrected. There are minor asymmetries/deviations from species norm.
Fair: The tree has a reduced vigor. Damage from insects or diseases is significant and associated with defoliation but is not likely fatal. Twig dieback, defoliation, discoloration, and/or dead branches may comprise up to 50% of the crown. The tree has a single defect of a significant nature or multiple moderate defects. The defects are not practical to correct or would require multiple treatments over several years. The tree form has major asymmetries/deviations from species norm and/or intended use. The functions and/or aesthetics are compromised.
Poor: The tree is unhealthy and declining in appearance. Poor vigor. Low foliage density and poor foliage color are present. The tree has a potentially fatal pest infestation. Has an extensive twig and/or branch dieback. The tree has a single serious defect or multiple significant defects. Recent change in tree orientation. The structural problems cannot be corrected and may fail at any time. The tree form is largely asymmetric/abnormal and distracts from the intended use and/or aesthetics significantly.
Specimen Tree: Identifies that the City of Alpharetta Arborist would consider the specimen tree. A comment with an (*) would ask if the tree would be considered a non-recompense tree.
Suitability for Preservation: This categorizes a tree's potential to be an asset to the project following development. While this rating is future-focused, it is based on the species, current size, current condition, and species tolerance to construction. This rating is not based on specific construction plans or anticipated impacts on the tree.
The preservation ratings are categorized as high, medium, and low.
High: A tree that is in good condition, has a long remaining lifespan, is desirable, and a species that can tolerate construction damage.
Moderate: A tree with a moderate rating is between the High and Low ratings. They have conditions or qualities that could be mitigated with arboriculture treatments (pruning, pest management, soil management, or supplemental irrigation).
Low: A tree in poor condition, has a short remaining lifespan, has poor aesthetics, is intolerant of construction damage, or is an invasive species tree.
The species tolerance ratings were taken from Coder, Kim D. 2021. Tree Tolerance of Site Development Activities. University of Georgia, Warnell School of Forestry & Natural Resources Outreach Publication WSFNR21-45C. Pp.6

Summary of Tree Data

A total of **35 trees** were inventoried across the site. The trees were assessed for species, condition, DBH (diameter at breast height), structural observations, and compliance with specimen and boundary tree requirements under Alpharetta's ordinances.

- **Total Trees Assessed**: 35
- **Specimen Trees Identified**: 10
- **Boundary Trees Identified**: 6
- **Tree Condition Ratings**:
  - Good: 13
  - Fair: 22
- **Species Diversity**:
  - Most common species: Pecan (Carya illinoiensis) – 14 trees
  - Other species include Water Oak, Magnolia, Dogwood, American Holly, Tulip Poplar, Catalpa, Black Walnut, and Paper Mulberry.

Specimen Tree Summary

Based on the City of Alpharetta's definition (e.g., trees exceeding DBH thresholds or of exceptional health/form), 10 trees qualify as specimen trees. These include:

- Multiple large Pecans, Magnolias, and Water Oaks over 30 inches DBH.
- Condition ratings range from *Good* to *Fair*.
- Some exhibit structural challenges such as multiple leaders, phototropic lean, or mechanical obstruction (e.g., lighting or sidewalk interference).
- All specimen trees have been geolocated and photographed for accurate mapping and compliance.

Boundary Tree Considerations

At least six trees meet the criteria of boundary/shared trees, with root zones extending to adjacent parcels. Notable examples include:

- Tree #30 (Water Oak, 34" DBH, fair condition) — located near lot line with mechanical interference and recent limb failure.
- Tree #26 (Dogwood) and Tree #29 (Magnolia) — noted as boundary trees due to canopy or root overlap.

Recommendation: Boundary trees should be protected under construction protocols and included in Tree Protection Zones (TPZs), especially if adjacent to development activities.

Key Observations and Concerns

- **Soil Compaction**: Widespread across the site, especially around boundary and specimen trees. Observed in 80% of trees with noted structural stress.

- **Structural Defects**: Several trees exhibited co-dominant stems, weak attachments, included bark, and canopy dieback.
- **Mechanical Interference**: Lighting systems, sidewalks, and limited soil volume are impacting root systems and overall health of nearby trees.
- **Canopy Health**: While most trees remain in fair condition, multiple show signs of drought stress and improper pruning.

Tree Protection Recommendations

- Establish Tree Protection Zones (TPZ) based on ISA and the City of Alpharetta guidelines (1.3 foot radius per inch DBH).
- Avoid grading, trenching, or equipment access within TPZs.
- Install protective fencing and apply mulch to buffer root zones.
- For trees impacted by soil compaction or mechanical damage, implement mitigation steps such as:
    - Air spading andvertical mulching
    - Application of biochar, humic acids, and mycorrhizal inoculants
    - Long-term monitoring during and post-construction.

Compliance and Next Steps

This inventory complies with Alpharetta's tree ordinance standards, including documentation of:

- Specimen trees by DBH threshold and condition,
- Boundary trees affecting shared parcels,
- Complete location mapping and observational data.

The data collected through TreePlotter provides an actionable database for integrating tree protection measures into the site's construction plan. A preservation plan and recompense calculations (if removals are proposed) should be submitted to the City of Alpharetta as part of the land disturbance permitting process.

Maps


Common Name
American holly
Black walnut
Bradford pear
Dogwood (2)
Magnolia (5)
Northern catalpa (2)
Paper mulberry
Pecan (13)
Tulip tree
Water oak (8)
Cotton Alley
Roswell St
Babysitter Boot Camp
N
50 ft



The above observations, discussion, and recommendations are based on my professional experience and education. It is important to note that trees are natural living things, and it is impossible to predict when a tree may die or fail, especially when impacted by construction, human intervention, natural causes, or other means.

Thank you for the opportunity to assist you with this project. Please let me know if you have any questions. I can be contacted by email at hishandstp@gmail.com.



Robert D. Brettschneider
His Hands Tree Preservation, LLC.
Owner
ISA Certified Arborist WI-0338 AT
ISA Certified Tree Worker
ISA Qualified Tree Risk Assessor
Certified Pesticide Applicator GA #04207

Tree Report

May 22, 2025 |
Tree Count: 35

Filters Applied

Client Site Filter:
(Client Site=75/91 Roswell Street)

Pecan Tree ID #1
91 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	23
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297857
Latitude:	34.072976

Photos

There are no saved photos for this feature.

Magnolia Tree ID #2
91 Roswell Street

Tree Details

Scientific Name:	Magnolia spp
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	19
Height Range:	N/A
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297865
Latitude:	34.073016

Photos

There are no saved photos for this feature.

Water oak Tree ID #3
91 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	26
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297724
Latitude:	34.073037

Photos



image.jpg
5/22/2025

Magnolia Tree ID #4
91 Roswell Street

Tree Details

Scientific Name:	Magnolia spp
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	10
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297704
Latitude:	34.073061

Photos

There are no saved photos for this feature.

Pecan Tree ID #5
91 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	Multiple Stems
DBH:	28.28
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297743
Latitude:	34.073124

Photos



599CC0E6-FA52-4B33-BBD6-CAEA3366E12C.jpeg
5/22/2025

Paper mulberry Tree ID #6
91 Roswell Street

Tree Details

Scientific Name:	Broussonetia papyrifera
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	8
Height Range:	15ft-30ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297562
Latitude:	34.073254

Photos

There are no saved photos for this feature.

Pecan Tree ID #7
91 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	19
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297622
Latitude:	34.073269

Photos

There are no saved photos for this feature.

Dogwood Tree ID #8
91 Roswell Street

Tree Details

Scientific Name:	Cornus species
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	Multiple Stems
DBH:	8.49
Height Range:	15ft-30ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297653
Latitude:	34.073278

Photos



image.jpg
5/22/2025

Pecan Tree ID #9
91 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	19
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297697
Latitude:	34.073289

Photos



image.jpg
5/22/2025

Pecan Tree ID #10
91 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	17
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297748
Latitude:	34.073300

Photos

There are no saved photos for this feature.

Water oak Tree ID #11

91 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	Multiple Stems
DBH:	12.04
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297882
Latitude:	34.073185

Photos

There are no saved photos for this feature.

Water oak Tree ID #12

91 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	8
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297866
Latitude:	34.073211

Photos

There are no saved photos for this feature.

Water oak Tree ID #13

91 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	8
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297889
Latitude:	34.073208

Photos

There are no saved photos for this feature.

Black walnut Tree ID #14

75 Roswell Street

Tree Details

Scientific Name:	Juglans nigra
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	12
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297852
Latitude:	34.073465

Photos

There are no saved photos for this feature.

Water oak Tree ID #15

75 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	9
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297901
Latitude:	34.073515

Photos

There are no saved photos for this feature.

Bradford pear Tree ID #16

75 Roswell Street

Tree Details

Scientific Name:	Pyrus Calleryana 'Bradford'
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	10
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297887
Latitude:	34.073533

Photos

There are no saved photos for this feature.

Water oak Tree ID #17

65 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	38
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297897
Latitude:	34.073701

Photos



image.jpg
5/22/2025

Northern catalpa Tree ID #18

65 Roswell Street

Tree Details

Scientific Name:	Catalpa speciosa
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	21
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297906
Latitude:	34.073743

Photos

There are no saved photos for this feature.

Pecan Tree ID #19
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	13
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297924
Latitude:	34.073828

Photos

There are no saved photos for this feature.

Pecan Tree ID #20
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	17
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297840
Latitude:	34.073807

Photos

There are no saved photos for this feature.

Pecan Tree ID #21
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	19
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297831
Latitude:	34.073761

Photos

There are no saved photos for this feature.

Pecan Tree ID #22
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	23
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297768
Latitude:	34.073740

Photos

There are no saved photos for this feature.

Tulip tree Tree ID #23
65 Roswell Street

Tree Details

Scientific Name:	Liriodendron tulipifera
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	23
Height Range:	75ft-100ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297705
Latitude:	34.073717

Photos

There are no saved photos for this feature.

Magnolia Tree ID #24
75 Roswell Street

Tree Details

Scientific Name:	Magnolia spp
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	18
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297658
Latitude:	34.073701

Photos

There are no saved photos for this feature.

American holly Tree ID #25

75 Roswell Street

Tree Details

Scientific Name:	Ilex opaca
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	16
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297596
Latitude:	34.073662

Photos

There are no saved photos for this feature.

Dogwood Tree ID #26

75 Roswell Street

Tree Details

Scientific Name:	Cornus species
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	16
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297537
Latitude:	34.073703

Photos



image.jpg
5/22/2025

Pecan Tree ID #27
75 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	34
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297754
Latitude:	34.073506

Photos



image.jpg
5/22/2025

Magnolia Tree ID #28
75 Roswell Street

Tree Details

Scientific Name:	Magnolia spp
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	34
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297559
Latitude:	34.073437

Photos

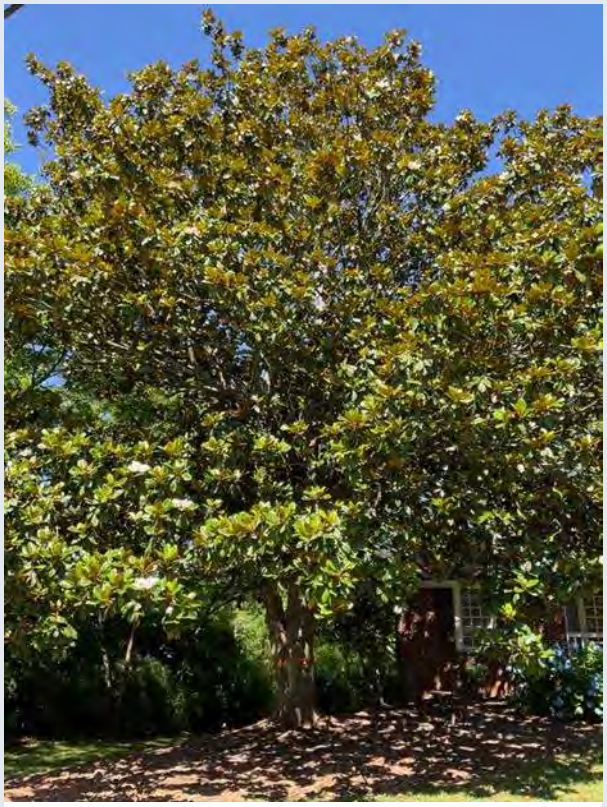


image.jpg
5/22/2025

Magnolia Tree ID #29
75 Roswell Street

Tree Details

Scientific Name:	Magnolia spp
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	33
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297391
Latitude:	34.073623

Photos



image.jpg
5/22/2025

Water oak Tree ID #30
61 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	34
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297290
Latitude:	34.073728

Photos



image.jpg
5/22/2025

Pecan Tree ID #31
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	23
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297591
Latitude:	34.073749

Photos

There are no saved photos for this feature.

Pecan Tree ID #32
65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	9
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297635
Latitude:	34.073769

Photos

There are no saved photos for this feature.

Northern catalpa Tree ID #33

65 Roswell Street

Tree Details

Scientific Name:	Catalpa speciosa
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	13
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297871
Latitude:	34.073849

Photos

There are no saved photos for this feature.

Pecan Tree ID #34

65 Roswell Street

Tree Details

Scientific Name:	Carya illinoiensis
Condition:	Fair
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	14
Height Range:	50ft-75ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297925
Latitude:	34.073878

Photos

There are no saved photos for this feature.

Water oak Tree ID #35

65 Roswell Street

Tree Details

Scientific Name:	Quercus nigra
Condition:	Good
Risk Rating:	
Status:	Alive
Number of Stems (Multi Calc):	
DBH:	9
Height Range:	30ft-50ft
Last Modified:	05/22/2025
User:	Robert
Longitude:	-84.297924
Latitude:	34.073859

Photos

There are no saved photos for this feature.

Specimen Boundary Tree Report

May 22, 2025 |
Total Tree Count: 10

Filters Applied

Tree Filter:
Specimen Tree = ('No - Decfects/Health' or 'Yes')
Client Site Filter:
(Client Site=75/91 Roswell Street)

Water oak Tree ID #3

91 Roswell Street

Tree Details

Tree Tag #:	3
Scientific Name:	Quercus nigra
Common Name:	Water oak
Condition:	Good
DBH:	26
Observation Comments:	Sidewalk impacts
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297724
Latitude:	34.073037
Address:	91 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025



image.jpg
5/22/2025



image.jpg
5/22/2025

Pecan Tree ID #5
91 Roswell Street

Tree Details

Tree Tag #:	5
Scientific Name:	Carya illinoiensis
Common Name:	Pecan
Condition:	Fair
DBH:	28.28
Observation Comments:	
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297743
Latitude:	34.073124
Address:	91 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025



599CC0E6-FA52-4B33-BBD6-CAEA3366E12C.jpeg
5/22/2025

Dogwood Tree ID #8

91 Roswell Street

Tree Details

Tree Tag #:	8
Scientific Name:	Cornus species
Common Name:	Dogwood
Condition:	Fair
DBH:	8.49
Observation Comments:	
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297653
Latitude:	34.073278
Address:	91 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025

Water oak Tree ID #17

65 Roswell Street

Tree Details

Tree Tag #:	17
Scientific Name:	Quercus nigra
Common Name:	Water oak
Condition:	Fair
DBH:	38
Observation Comments:	
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297897
Latitude:	34.073701
Address:	65 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025



image.jpg
5/22/2025

American holly Tree ID #25

75 Roswell Street

Tree Details

Tree Tag #:	25
Scientific Name:	Ilex opaca
Common Name:	American holly
Condition:	Good
DBH:	16
Observation Comments:	Phototropic lean
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297596
Latitude:	34.073662
Address:	75 Roswell Street
City:	Alpharetta

Photos

There are no saved photos for this feature.

Dogwood Tree ID #26

75 Roswell Street

Tree Details

Tree Tag #:	26
Scientific Name:	Cornus species
Common Name:	Dogwood
Condition:	Fair
DBH:	16
Observation Comments:	Boundary tree
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297537
Latitude:	34.073703
Address:	75 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025

Pecan Tree ID #27
75 Roswell Street

Tree Details

Tree Tag #:	27
Scientific Name:	Carya illinoiensis
Common Name:	Pecan
Condition:	Fair
DBH:	34
Observation Comments:	Multi leaders
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297754
Latitude:	34.073506
Address:	75 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025

Magnolia Tree ID #28

75 Roswell Street

Tree Details

Tree Tag #:	28
Scientific Name:	Magnolia spp
Common Name:	Magnolia
Condition:	Good
DBH:	34
Observation Comments:	
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297559
Latitude:	34.073437
Address:	75 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025

Magnolia Tree ID #29
75 Roswell Street

Tree Details

Tree Tag #:	29
Scientific Name:	Magnolia spp
Common Name:	Magnolia
Condition:	Good
DBH:	33
Observation Comments:	Boundary tree
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297391
Latitude:	34.073623
Address:	75 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025

Water oak Tree ID #30

61 Roswell Street

Tree Details

Tree Tag #:	30
Scientific Name:	Quercus nigra
Common Name:	Water oak
Condition:	Fair
DBH:	34
Observation Comments:	65 Roswell lot but DBH meets Boundary Mechanical obstruction from lights Recent failures
Specimen Tree:	Yes

Tree Location

Longitude:	-84.297290
Latitude:	34.073728
Address:	61 Roswell Street
City:	Alpharetta

Photos



image.jpg
5/22/2025



image.jpg
5/22/2025



image.jpg
5/22/2025

PLUM CREEK CONSULTING

75 & 91 Roswell Street
Rezoning from C-2 (General Office 10k-250k SF and Restaurant) to DT-C Residential

Trip Generation Report
8/1/2025

Proposed					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (DU)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
Single Family Detached (210)	9	90	0%	90	2	5	6	5	3	8
Totals		90		90	2	5	6	5	3	8
Approved (2023)					AM Peak			PM Peak		
Land Use (ITE Code)	Intensity (SF)	Daily Total	Passby %	Net Total	In	Out	Total	In	Out	Total
General Office (710) 10k-250k	23,200	251	10%	226	31	4	35	6	28	33
Restaurant (932)	2,500	268	43%	153	13	11	24	14	9	23
Totals		519		379	44	15	59	19	37	56
Totals (Net Approved 2023)		-429		-289	-43	-10	-53	-14	-33	-48

ITE 11th Edition Trip Generation Data:
Proposed:

Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94

Approved (2023)

General Office (10k-250k SF GFA)[b]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05

Note - rounding may cause differences in individual line items.

Alpharetta

Real Estate

View Bill

As of	7/17/2025
Bill Year	2024
Bill	2418095
Owner	DIVERSIFIED INVESTMENT GROUP L
Parcel ID	22 -4823-1269-028-6

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2024	$2,034.81	$2,034.81	$0.00	$0.00	$0.00
Interest			$19.53			$0.00
TOTAL		$2,034.81	$2,034.81	$0.00	$0.00	$0.00

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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
DIVERSIFIED INVESTMENT GROUP LLC	22 482312690286	Real Estate	IWR

Tax District 10 - ALPHARETTA

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
75 ROSWELL STREET	2474611	884,700	353,880

City Exemption
County Exemption
City Sales Tax Credit $0.00
County Sales Tax Credit $66.88

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2024	County	9,243.35	92.01	0.00	9,335.36	0.00	11/15/2024
2023	County	9,268.12	576.60	234.56	10,079.28	0.00	07/31/2024
2022	County	4,597.93	0.00	0.00	4,597.93	0.00	11/15/2022
2021	County	4,741.24	0.00	0.00	4,741.24	0.00	11/15/2021
2020	County	4,856.93	0.00	0.00	4,856.93	0.00	09/30/2021
2019	County	3,461.46	0.00	0.00	3,461.46	0.00	10/15/2019
2018	County	3,500.02	0.00	0.00	3,500.02	0.00	10/31/2018

Grand Total Due $0.00

Mailing Address
DIVERSIFIED INVESTMENT GROUP LLC
1865 BETHANY WAY
ALPHARETTA GA 30004

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).

Alpharetta

Real Estate

View Bill

As of	7/17/2025
Bill Year	2024
Bill	2418094
Owner	DIVERSIFIED INVESTMENT GROUP R
Parcel ID	22 -4823-1269-027-8

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2024	$1,789.40	$1,789.40	$0.00	$0.00	$0.00
Interest			$17.18			$0.00
TOTAL		$1,789.40	$1,789.40	$0.00	$0.00	$0.00

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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
DIVERSIFIED INVESTMENT GROUP R E H LLC	22 482312690278	Real Estate	IWR

Tax District 10 - ALPHARETTA

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
91 ROSWELL STREET	2474602	778,000	311,200

City Exemption

County Exemption

City Sales Tax Credit $0.00

County Sales Tax Credit $58.82

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total	Due Date
2024	County	8,128.54	80.86	0.00	8,209.40	0.00	11/15/2024
2023	County	8,150.33	0.00	0.00	8,150.33	0.00	11/15/2023
2022	County	8,187.67	0.00	0.00	8,187.67	0.00	11/15/2022
2021	County	8,103.18	0.00	0.00	8,103.18	0.00	11/15/2021
2020	County	8,863.42	0.00	0.00	8,863.42	0.00	11/15/2020
2019	County	3,959.45	0.00	0.00	3,959.45	0.00	10/15/2019
2018	County	3,909.86	106.05	0.00	4,015.91	0.00	10/31/2018

Grand Total Due $0.00

Mailing Address
DIVERSIFIED INVESTMENT GROUP R E H LLC
1865 BETHANY WAY
ALPHARETTA GA 30009

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).

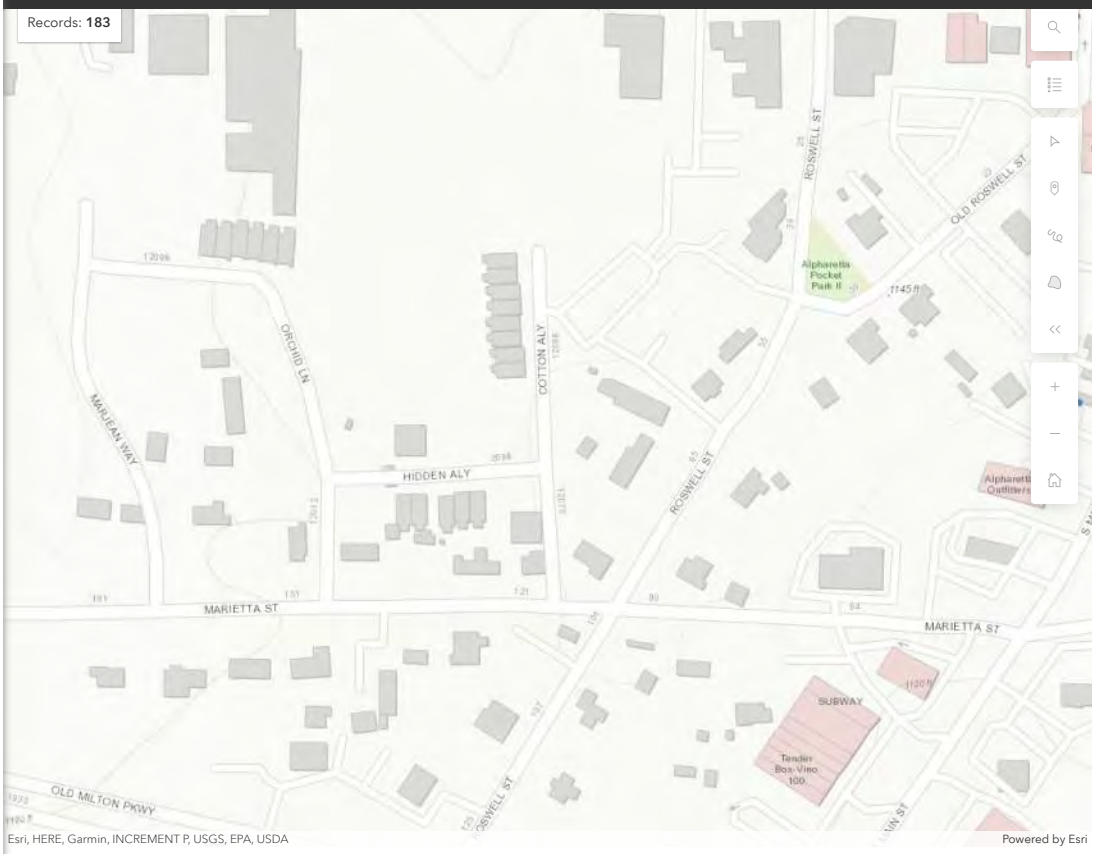
Filters
Code Enforcement

Filters Styling

Filter as map moves

Select attribute filters (13)

- Type Description — 4 values
- Number — 172 values
- Tag — 119 values
- Status Code — 1 values
- Assigned To — 3 values
- Initiated Date — 2/7/2022 to 6/27/2025
- Z — 0 to 0
- Location — 160 values
- Reference ID — 172 values
- created_user — 1 values



Menu

Date

RE: Rezoning Application for 75 & 91 Roswell Street
Zoning Case Number (to be assigned)

Dear Property Owner:

I am the owner of 75 & 91 Roswell Street, located near your property. Please allow this letter to serve as public notice for a request to rezone my properties from C-2 to DT-C and variance requests at 75 & 91 Roswell Street. This request is for the construction of 9 new single-family homes, streetscape improvements and the construction of a pocket park on 1.12 acres in the Downtown Overlay District. Our request includes modifications to the streetscape standards allowing us to better match surrounding properties, as well as to preserve existing trees at the intersection of Marietta Street with Roswell Street, and to match the improvements currently along Cotton Alley.

If approved, this rezoning will replace current approvals that allow me to construct a 3-story building including a 23,200 square foot office building, a 2,500 square foot restaurant, and a parking garage.

A Community Zoning Information Hearing (CZIM) will be held on September 10, 2025, followed by a Planning Commission Hearing on October 2, 2025. This item will be considered by the City Council on Monday, October 27, 2025 at 6:30 PM. The meetings will be held in Alpharetta City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at 630-918-8465 and at therealjefflevitan@gmail.com

Sincerely,



Jason Joseph

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: 75 & 91 Roswell Street

Contact Name: Jeff Levitan Telephone: 630-918-8465

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

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

A letter will be mailed to all property owners within 500 feet. Opportunities will be provided for input via email or telephone.

We will attend the CZIM meeting and offer information to those who attend.

Meeting(s) will be held to engage discussion with the Victoria Square HOA.

122 MARIETTA STREET LLC
119 ROSWELL ST
ALPHARETTA GA 30009

A & A CHAPMAN HOLDING LLC
1218 BASNETT DR
ALPHARETTA GA 30004-0882

ALPHARETTA BEACH HOUSE LLC
131 ROSWELL ST # B201
ALPHARETTA GA 30009

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE STE T 70
ATLANTA GA 30329

ARAGON JUAN CARLOS
12035 ORCHID LN
ALPHARETTA GA 30009

ARIEL HOLDINGS II FIFTY FOUR
ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

BAILEY DIANE C
12084 COTTON ALY
ALPHARETTA GA 30009

BALSANO DEBORAH
12028 ORCHID LANE
ALPHARETTA GA 30009

BERG JOHANN
4951 MARK JOHN WAY
CUMMING GA 30040

BISH TRAVIS J &
JACKSON KATHERINE E
12096 COTTON ALY
ALPHARETTA GA 30009

BONIFACE DORY ANNA
2015 HIDDEN ALY
ALPHARETTA GA 30009

BOOTHE JOHN D & CLARE F
2007 HIDDEN ALY
ALPHARETTA GA 30009

BRUGNOLI ANDREW
& CATHERINE A
12012 ORCHID LANE
ALPHARETTA GA 30009

BUONOCORE JENNIFER
12005 ORCHID LANE
ALPHARETTA GA 30009

BUR ROG INC
PO BOX 642
ALPHARETTA GA 30009

CARLOS L BAGWELL
REVOCABLE TRUST THE
40 ROSWELL ST
ALPHARETTA GA 30009

CARTER JOHN HARRISON III
12011 ORCHID LN
ALPHARETTA GA 30009

CEMETERY
3693 STEWART ROAD
ATLANTA GA 30340

CIACCIA LOUIS & MARYANNE
12009 ORCHID LANE
ALPHARETTA GA 30009

CORNERSTONE INVESTMENT GROUP LLC
6190 POWERS FERRY RD STE 230
ATLANTA GA 30339

DEMETRIOU CLINTON A &
DEMETRIOU JOY D
12024 ORCHID LANE
ALPHARETTA GA 30009

DETCHON TRACI L
2011 HIDDEN ALY
ALPHARETTA GA 30009

DIVERSIFIED INVESTMENT
GROUP R E H LLC
1865 BETHANY WAY
ALPHARETTA GA 30009

EDGE JULIAN D III
2008 HIDDEN ALY
ALPHARETTA GA 30009

FOWLER SAMUEL WREN
12004 ORCHID LN
ALPHARETTA GA 30009

FOX LYDIA
12022 ORCHID LN
ALPHARETTA GA 30004

FRIEL TODD & FRIEL SUSAN
12021 ORCHID LANE
ALPHARETTA GA 30009

GRACE & JERRY W DAWSON
REVOCABLE LIVING TRUST THE
738 MUSTANG DR
HARTWELL GA 30643

GRANGER STUART A
2006 HIDDEN ALY
ALPHARETTA GA 30009

GRONDIN AARON & KELLEY SHA
12086 COTTON ALY
ALPHARETTA GA 30009

GROSS SCOTT & LEA ANN
12090 COTTON ALY
ALPHARETTA GA 30009

HICKS MARJORIE LYNNE
12007 ORCHID LN
ALPHARETTA GA 30004

HOLMES LAUREN L & MARK J
13900 HAGOOD RD
ALPHARETTA GA 30004

JACK & KATHLEEN NUGENT
REVOCABLE TR THE
12082 COTTON ALY
ALPHARETTA GA 30009

JCH PROPERTIES LLC
80 MILTON AVE
ALPHARETTA GA 30009-1508

JONES WILLIAM W &
JONES DEBORAH J
2016 HIDDEN ALY
ALPHARETTA GA 30009

JWJ REAL ESTATE LLC
45 ROSWELL ST STE A
ALPHARETTA GA 30009

KLD ROSWELL STREET LLC
12460 CRABAPPLE RD STE 202 317
ALPHARETTA GA 30004

KOVALEV ANDREY &
KAVALIOVA MARYIA
12003 ORCHID LANE
ALPHARETTA GA 30009

KROGH CHRIS J
310 DESTINY TRC
ALPHARETTA GA 30009

MANTHEY CATHERINE J
12032 ORCHID LN
ALPHARETTA GA 30009

MICHAEL J REINHARDT TRUST THE
12026 ORCHID LANE
ALPHARETTA GA 30009

MINICHIELLO DONALD &
MARILYN
2012 HIDDEN ALLEY
ALPHARETTA GA 30004

MOHAMED M YUSUF M &
KHEDR SHEREEN M
2009 HIDDEN ALLEY
ALPHARETTA GA 30009

NASO VICKI
12092 COTTON ALY
ALPHARETTA GA 30009

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

PARK PLAZA PARTNERS LLC
15144 TAYLOR RD
ALPHARETTA GA 30004

PARK PLAZA PARTNERS LLC
65 ROSWELL ST SUITE 300
ALPHARETTA GA 30009

PAUL DAVID A & AMY L
12020 ORCHID LN
ALPHARETTA GA 30009-7989

PRANA VIDA LLC
12023 ORCHID LANE
ALPHARETTA GA 30009

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

RATTARY DEBRA ANN
12002 ORCHID LANE
ALPHARETTA GA 30009

RUDD NICOLE M
2013 HIDDEN ALY
ALPHARETTA GA 30009

SANDER ANN P
12008 ORCHID LN
ALPHARETTA GA 30009

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

SHAMOUN GEORGIA HOLDING LLC
366 SAN MIGUEL DR SUITE 310
NEWPORT BEACH CA 92660

SOUTH MAIN DEVELOPMENT PARTNERS LLC
1819 PEACHTREE RD SUITE 575
ATLANTA GA 30309

SS ALPHARETTA CGP LLC
361 SUMMIT BLVD STE 110
BIRMINGHAM AL 35243

SUTTON MARY LOU & TIMOTHY E
12094 COTTON ALY
ALPHARETTA GA 30009

TAYLOR LOURIE
2002 HIDDEN ALY
ALPHARETTA GA 30009

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

THAYER CURT & THAYER JAMIE SUSAN
12033 ORCHID LANE
ALPHARETTA GA 30009

THOMSON KENNETH JAMES
& TAMATHA REA
2014 HIDDEN ALY
ALPHARETTA GA 30009

TKB2 PROPERTIES LLC
125 N CHRISTOPHERS RUN
ALPHARETTA GA 30004

VANCE DAVID A
2000 HIDDEN ALLEY
ALPHARETTA GA 30009-7986

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

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

WALDORF WILLIAM
12006 ORCHID LANE
ALPHARETTA GA 30009

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

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

WOOD I Y CEMETERY
1300 SYLVAN ROAD
ATLANTA GA 30310

YACKEL STEFFANIE
2010 HIDDEN ALY
ALPHARETTA GA 30009

ZAMMIT SHARMON
12088 COTTON ALY
ALPHARETTA GA 30009

STAFF REPORT

Department: Community Development
Submitted By:
Meeting Date: March 23, 2026

AGENDA ITEM:

PH-26-06 Resolution: Alpharetta Annual Capital Improvement Element (CIE) Update
Consideration and approval of a resolution authorizing transmittal of the Annual CIE Update for Fiscal Year 2025 to the Atlanta Regional Commission as part of the City's Impact Fee Program.

STAFF RECOMMENDATION:

Approve a resolution authorizing the transmittal of the Fiscal Year 2025 Capital Improvement Element (CIE) and Annual Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.

The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.

The City of Alpharetta is required to transmit its annual update of the CIE to the Atlanta Regional Commission for review prior to Council Adoption.

ALTERNATIVES:

Failure to update the CIE in accordance with The Act would result in a loss of Qualified Local Government Status, which would make the City ineligible to receive certain State funding. Further, failure to submit this annual report would make the City ineligible to collect impact fees on new development.

ATTACHMENTS:

1. 2025-2026 CIE Impact Fee Report

2. FY25 CIE Transmittal Resolution

CITY OF ALPHARETTA, GA
ANNUAL IMPACT FEE FINANCIAL REPORT
FISCAL YEAR 2025

	Impact Fee Fund				General Fund	
	Roads	**Public Safety**	**Recreation and Parks**	**Total Impact Fee Fund**	**Administrative Costs**	**Total**
Impact Fee Fund Balance on July 1, 2024	**$ 1,991,555.77**	**$ 224,514.56**	**$ 3,387,600.64**	**$ 5,603,670.97**	**$ -**	**$ 5,603,670.97**
Fiscal Year 2025 Activity						
Sources:						
Impact Fees	$ 463,661.31	$ 57,988.69	$ 699,376.90	$ 1,221,026.90	$ 42,821.58	$ 1,263,848.48
Credits	(16,831.68)	(168.32)	(84,369.64)	(101,369.64)	(2,867.73)	(104,237.37)
Refunds	-	-	-	-	(194.84)	(194.84)
General Revenue (e.g. Interest)	103,748.43	12,012.79	170,302.98	286,064.20	-	286,064.20
Total Sources	***$ 550,578.06***	***$ 69,833.16***	***$ 785,310.24***	***$ 1,405,721.46***	***$ 39,759.01***	***$ 1,445,480.47***
(Uses):						
Project Expenditures	$ (405,238.72)	$ (868.37)	$ (524,204.80)	$ (930,311.89)	$ -	$ (930,311.89)
Administrative Costs	-	-	-	-	(39,759.01)	(39,759.01)
Total Uses	***$ (405,238.72)***	***$ (868.37)***	***$ (524,204.80)***	***$ (930,311.89)***	***$ (39,759.01)***	***$ (970,070.90)***
Impact Fee Fund Balance on June 30, 2025	**$ 2,136,895.11**	**$ 293,479.35**	**$ 3,648,706.08**	**$ 6,079,080.54**	**$ -**	**$ 6,079,080.54**
Impact Fees Encumbered at June 30, 2025	***$ 21,918.70***	***$ 3,120.62***	***$ 1,802,424.17***	***$ 1,827,463.49***		***$ 1,827,463.49***

* The administrative cost percentage for the prior fiscal year totaled 3.6%. The variance resulted from a prior-year calculation error identified after fiscal year close. The overage is limited to that reporting period and does not reflect current administrative practices. Internal review procedures have been implemented to ensure compliance with the statutory 3% cap in all subsequent reporting periods.

CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY 2025 Update)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)*	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2025	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2025	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
Roads													
	Impact Fee Ordinance Update	2014	2016	$ 86,145	100.00%	$ 86,145	$ -	$ 34,999.98	$ 34,999.98	$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2026	51,892	100.00%	51,892	6,099.25	23,874.05	29,973.30	21,918.70	Impact Fees (100%)	In-Process	Community Development
	Rucker Rd Corridor Improvements	2017	2024	16,411,929	24.10%	3,955,275	-	1,001,847.22	1,001,847.22	-	GO Bond (89%); Impact Fees (6%); General Revenues (5%)	Complete	Public Works
	Kimball Bridge Rd Congestion Mitigation (North Point Pkwy to Waters Rd)	2017	2022	9,833,228	24.10%	2,369,808	-	-	-	-	GO Bond (100%)	Complete	Public Works
	Kimball Bridge Rd Bicycle/Pedestrian/Operational Improvements	2017	2024	1,359,742	24.10%	327,698	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Kimball Bridge Rd Gap (City share)	2024	2026	500,000	24.10%	120,500	-	-	-	-	TSPLOST 2 (100%)	In-Process	Public Works
	Kimball Bridge Rd Improvements (Waters Rd to Ocee Elementary)	TBD	TBD	5,850,000	24.10%	1,409,850	-	-	-	-	TBD	TBD	Public Works
	Windward Parkway Business District/Union Hill Rd Capacity Improvements	2017	2018	185,100	24.10%	44,609	-	-	-	-	TSPLOST 1 (100%)	Split into Projects Below	Public Works
	Windward Parkway East Improvements	2017	2023	1,439,873	24.10%	347,009	-	-	-	-	TSPLOST 1 (99%); General Revenues (1%)	Complete	Public Works
	Windward Parkway West Improvements	2017	2023	1,191,026	24.10%	287,037	-	-	-	-	TSPLOST 1 (83%); General Revenues (17%)	Complete	Public Works
	Windward Pkwy Corridor Improvements (S.R. 9 to Westside Pkwy)	2017	2019	401,613	24.10%	96,789	-	-	-	-	GO Bond (100%)	On Hold	Public Works
	Northwinds Traffic Signal (temporary)	2017	2017	56,079	75.90%	42,564	-	42,564.32	42,564.32	-	Impact Fees (76%); General Revenue (24%)	Complete	Public Works
	Kimball Bridge Road at Northwinds Pkwy (Mast Arms)	2026	2027	250,000	24.10%	60,250	-	-	-	-	TSPLOST 2 (100%)	Construction Phase	Public Works
	Bethany Rd at Mid-Broadwell Rd Intersection Improvements	2017	2021	1,174,001	24.10%	282,934	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Bethany Rd at Mayfield Rd Intersection Improvements	2017	2021	1,943,218	24.10%	468,316	-	-	-	-	TSPLOST 1 (85%); GO Bond (15%)	Complete	Public Works
	Morris Rd Operational Improvements	2017	2021	3,215,476	24.10%	774,930	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Old Milton Parkway Capacity Improvements	2017	2028	5,579,476	24.10%	1,344,654	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works
	Academy St/Webb Bridge Rd Operational and Pedestrian Improvements	2017	2021	435,224	24.10%	104,889	-	-	-	-	TSPLOST 1 (91%); General Revenue (9%)	Split into Projects Below	Public Works
	Academy St Improvements	2019	TBD	3,525,490	24.10%	849,643	-	-	-	-	TSPLOST 1 (8%); TSPLOST 2 TBD (Tier 2; 92%)	On Hold	Public Works
	Webb Bridge Road Improvements (Design/Project Management)	2019	2023	876,388	24.10%	211,209	-	-	-	-	TSPLOST 1 (100%)	Design Phase Complete	Public Works
	Webb Bridge Road Improvements Phase 1 (Westwind Lane to Greenway)	2021	2022	725,037	24.10%	174,734	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Webb Bridge Road Improvements Phase 2 (Roundabout to Webb Bridge Park)	2021	2028	6,000,000	24.10%	1,446,000	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Webb Bridge Road Improvements Phase 3 (Greenway to Roundabout)	2021	2028	17,000,000	24.10%	4,097,000	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works

CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY 2025 Update)
Service Area for each Public Facility: Citywide

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	Webb Bridge Road Improvements Phase 4 (North Point Parkway to the Greenway)	2021	2028	14,192,473	24.10%	3,420,386	-	-	-	-	TSPLOST 2 (95%); TSPLOST 1 (5%)	Construction Phase	Public Works
	Haynes Bridge Rd Widening (Mansell Rd. to city limits)	TBD	TBD	8,000,000	24.10%	1,928,000	-	-	-	-	TBD	TBD	Public Works
	McGinnis Ferry Rd Capacity Improvements	2018	2030	8,900,001	24.10%	2,144,900	-	-	-	-	TSPLOST 1 (57%); GO Bond (42%); General Revenue (1%)	ROW Acquisition Phase	Public Works
	GA400 Bridge (Academy St/Webb Bridge Rd - GDOT PI 0001757)	2020	2030	1,703,000	24.10%	410,423	-	-	-	-	TSPLOST 1 (100%)	Design Complete	Public Works
	GA400 Bridge (Kimball Bridge Rd - GDOT PI 0001757)	2020	2025	1,317,000	24.10%	317,397	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	GA400 Bridge (Tradewinds - GDOT PI 0001757)	2020	2030	1,866,000	24.10%	449,706	-	-	-	-	TSPLOST 1 (100%)	Design Complete	Public Works
	North Point Parkway Improvements (design)	2021	2025	2,818,323	24.10%	679,216	-	-	-	-	Grants (69%); TSPLOST 2 (25%); General Revenue (7%)	Design Phase Complete; Project on Hold	Multi-Dept.
	Major Intersection Improvements	TBD	TBD	750,000	24.10%	180,750	-	-	-	-	TBD	TBD	Public Works
	Old Roswell St. Park and Plaza	TBD	TBD	1,500,000	24.10%	361,500	-	-	-	-	TBD	TBD	Community Dev.
	Traffic Calming (Southlake Dr.)	TBD	TBD	2,000,000	24.10%	482,000	-	-	-	-	TBD	TBD	Public Works
	Traffic Calming (Waters Rd)	TBD	TBD	2,000,000	24.10%	482,000	-	-	-	-	TBD	TBD	Public Works
	Traffic Calming (Douglas Rd)	TBD	TBD	1,800,000	24.10%	433,800	-	-	-	-	TBD	TBD	Public Works
	Park Plaza Signalization Upgrade	2019	2020	264,006	24.10%	63,626	-	45,934.60	45,934.60	-	General Revenue (83%); Impact Fees (17%)	Complete	Public Works
	Henderson Parkway Traffic Calming Improvements (Study)	TBD	TBD	50,000	24.10%	12,050	-	-	-	-	TBD	TBD	Public Works
	Hembree Road Widening (Old Roswell Rd. to Westside Pkwy)	TBD	TBD	4,050,000	24.10%	976,050	-	-	-	-	TBD	TBD	Public Works
	Wills Road Widening (Milton Avenue to Old Milton Pkwy)	2019	2019	33,293	75.90%	25,269	-	14,460.00	14,460.00	-	Impact Fees (43%); General Revenue (57%)	On-Hold	Public Works
	Dryden Rd Extension	2026	2029	3,000,000	75.90%	2,277,000	-	-	-	-	Impact Fees (74%); TSPLOST 2 (26%)	Design Phase	Public Works
	Tradewinds Ripple Effect Improvements	2022	2030	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (100%)	Conceptual Design Phase	Public Works
	Cumming St. Corridor Improvements	2022	2028	4,757,526	24.10%	1,146,564	-	-	-	-	TSPLOST 2 (100%)	Construction Phase	Public Works
	Milton Ave Streetscape	TBD	TBD	3,935,740	24.10%	948,513	-	-	-	-	TSPLOST 2 (Tier 2; TBD)	On-Hold	Public Works
	Teasley Street Improvements	2017	2020	56,200	75.90%	42,656	-	38,125.00	38,125.00	-	Impact Fees (68%); General Revenue (32%)	Complete	Public Works
	AlphaLoop City Trail (Old Milton Parkway to Northwinds) - open 24 hours and illuminated at night for transport safety	2017	2025	13,699,352	100.00%	13,699,352	-	1,033,350.00	1,033,350.00	-	TSPLOST 2 (81%); TSPLOST 1 (6%); Contributions (1%) Grants (4%); Impact Fees (8%); GO Bond (1%); General Revenue (1%)	Complete	Community Development/ Public Works

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CAPITAL IMPROVEMENT ELEMENT (FY 2025 Update)
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	AlphaLoop/Related Development Components (trail; Lakeview Parkway Development)	2025	2026	399,139	100.00%	399,139	399,139.47	-	399,139.47	-	Impact Fees (100%)	Complete	Parks
	Roundabout Studies	TBD	TBD	100,000	24.10%	24,100	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Roswell St at Old Roswell St)	TBD	TBD	1,500,000	24.10%	361,500	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Milton Ave at Canton/Roswell St)	TBD	TBD	1,800,000	24.10%	433,800	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Windward Pkwy at Clubhouse Dr)	TBD	TBD	3,000,000	24.10%	723,000	-	-	-	-	TBD	TBD	Public Works
	Roundabout (Hopewell Rd at Vaughan Dr)	2020	TBD	1,617,005	24.10%	389,698	-	28,175.70	28,175.70	-	General Revenue (5%); Impact Fees (2%); TSPLOST 2 (TBD Tier 3)	Design Complete; Next phase On-Hold	Public Works
	Roundabout (Mayfield Rd at Canton St)	TBD	TBD	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3; TBD)	On-Hold	Public Works
	Roundabout (Mayfield Rd at Providence Rd)	TBD	TBD	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3; TBD)	On-Hold	Public Works
				$ 169,199,995		$ 53,212,130	$ 405,239	$ 2,263,331	$ 2,668,570	$ 21,919			
Public Safety													
	Impact Fee Ordinance Update	2014	2016	$ 22,907	100.00%	$ 22,907	$ -	$ 15,625.01	$ 15,625.01	$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2026	7,388	100.00%	7,388	868.37	3,399.01	4,267.38	3,120.62	Impact Fees (100%)	In-Process	Community Development
	Public Safety Headquarters Expansion	2017	2019	4,573,815	100.00%	4,573,815	-	718,750.00	718,750.00	-	General Revenues (55%); Impact Fees (16%); DEA (13%); E-911 Fees (16%)	Complete	Public Safety/ Public Works
	Public Safety Headquarters Parking Expansion	TBD	TBD	620,000	62.30%	386,260	-	-	-	-	TBD	TBD	Public Safety
	E911 Facility Renovations	2022	2026	54,894	100.00%	54,894	-	-	-	-	911 Fees (100%)	Complete	Public Safety/ Public Works
	Hazardous Materials Truck & Trailer	2020	2021	249,680	62.30%	155,550	-	155,750.00	155,750.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	Quint Apparatus for Fire Station 81	2021	2021	1,311,250	62.30%	816,909	-	-	-	-	Capital Lease (100%)	Complete	Public Safety
	Fire Rescue-Rapid Response Truck	2022	2022	199,500	62.30%	124,289	-	124,100.00	124,100.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	All Terrain Vehicles for Public Safety (Police)	2023	2023	29,462	62.30%	18,355	-	18,690.00	18,690.00	-	Impact Fees (63%); General Revenue (37%)	Procurement Phase	Public Safety
	Fire Station 81 Renovations/Improvements	2024	2027	3,000,000	100% of expansion	750,000	-	-	-	-	Impact Fees (6%); General Revenue (94%)	Construction Phase	
	Fire Stations 82-86 Assessments/Renovations/Expansion	TBD	TBD	16,350,000	100% of expansion	TBD	-	-	-	-	TBD	TBD	
				$ 26,418,896		$ 6,910,366	$ 868	$ 1,036,314	$ 1,037,182	$ 3,121			

CITY OF ALPHARETTA, GA
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Recreation and Parks												
Impact Fee Ordinance Update	2014	2016	$ 21,948	100.00%	$ 21,948	$ -	$ 11,875.01	$ 11,875.01	$ -	Impact Fees (100%)	Complete	Community Development
Impact Fee Ordinance Update	2022	2026	10,220	100.00%	10,220	1,201.23	4,701.94	5,903.17	4,316.83	Impact Fees (100%)	In-Process	Community Development
Scramble Intersection at Canton St and Milton Ave	2022	2023	130,274	24.00%	31,266	-	-	-	-	General Revenue (100%)	Complete	Public Works
Providence Road Sidewalk Improvements	TBD	TBD	1,300,000	24.00%	312,000	-	-	-	-	TBD	TBD	Public Works
Waters Rd Sidewalk Improvements	TBD	TBD	1,200,000	24.00%	288,000	-	-	-	-	TBD	TBD	Public Works
Wills Drive Sidewalk Improvements	TBD	TBD	190,000	24.00%	45,600	-	-	-	-	TBD	TBD	Public Works
Mid-Broadwell Sidewalk Improvements	TBD	TBD	900,000	24.00%	216,000	-	-	-	-	TBD	TBD	Public Works
Canton St Sidewalk	TBD	TBD	2,800,000	24.00%	672,000	-	-	-	-	TBD	TBD	Public Works
Wills Rd Sidewalk Gap	TBD	TBD	380,000	24.00%	91,200	-	-	-	-	TBD	TBD	Public Works
Encore Parkway 2-Way Bike Lane	TBD	TBD	1,500,000	24.00%	360,000	-	-	-	-	TBD	TBD	Public Works
Mid-Block Crosswalk (Alpharetta Elementary School)	2022	2023	107,670	24.00%	25,841	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
Mid-Block Crosswalk (Manning Oaks Elementary School)	2022	2022	18,537	24.00%	4,449	-	-	-	-	TSPLOST 2 (100%)	On-Hold	Public Works
Mid-Block Crosswalk (Cogburn Road Park)	2023	2023	129,616	24.00%	31,108	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	2023	2023	146,000	24.00%	35,040	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
Mid-Block Crosswalk (Northwinds)	2026	2027	300,000	24.00%	72,000	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
Improved Crossing from Parking Deck to north side of Milton Ave	2023	2023	208,128	24.00%	49,951	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
Intersection at Marietta St. and Roswell St.	2022	2027	350,001	24.00%	84,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
Improved Pedestrian Crossings from City Center to Churches	2022	2027	750,001	24.00%	180,000	-	-	-	-	TSPLOST 2 (100%)	On-Hold	Public Works
Pedestrian Safety Barrier at City Center Town Green	2023	2025	255,841	24.00%	61,402	-	-	-	-	General Revenue (100%)	Complete	Public Works
Artificial Turf at City Center Town Green	2021	2021	160,000	24.00%	38,400	-	33,177.00	33,177.00	-	General Revenue (79%; Impact Fees (21%)	Complete	Public Works
4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	2022	2026	4,000,001	24.00%	960,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
AlphaLoop City Trail	2017	2023	2,232,593	100.00%	2,232,593	-	-	-	-	GO Bond (20%); Contributions (Avalon/NFCID/ ABC; 80%)	Complete	Community Development/ Public Works
AlphaLoop City Trail (Old Milton Parkway to Northwinds)	2017	2025	500,000	100.00%	500,000	-	500,000.00	500,000.00	-	Impact Fees (100%)	Complete	Community Development/ Public Works
AlphaLoop (funding to be reallocated for construction to the specific segments below upon completion of design phase)	2025	2028	6,071,696	100.00%	6,071,696	-	-	-	-	GO Bond (100%)	Funding to be allocated to specific segments as designs are completed	Public Works
AlphaLoop (Roswell Street)	2025	2026	617,087	100.00%	617,087	-	-	-	-	GO Bond (100%)	Construction Phase	Public Works
AlphaLoop (Devore Road; design)	2025	2026	43,965	100.00%	43,965	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
AlphaLoop (Old Milton Parkway to Thompson Street)	2025	2026	432,157	100.00%	432,157	-	-	-	-	GO Bond (100%)	Construction Phase	Public Works
AlphaLoop (Haynes Bridge Road to Westside Parkway; design)	2025	2026	35,095	100.00%	35,095	-	-	-	-	GO Bond (100%)	Design Phase	Public Works
AlphaLoop/Related Development Components (trail; Lakeview Parkway Development)	2025	2026	348,591	100.00%	348,591	348,590.91	-	348,590.91	-	Impact Fees (100%)	Complete	Parks

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	Alpha Link Design and Construction (Haynes Bridge Rd to Encore Pkwy)	2025	2028	10,782,318	25.63%	2,763,508	-	-	-	-	TSPLOST 2 (93%); ARC Grant (4%); General Revenues (3%)	Design-Build Phase	Public Works
	City Center Walking Trail	2017	2019	300,000	100.00%	300,000	-	300,000.00	300,000.00	-	Impact Fees (100%)	Complete	Public Works
	Greenway Extension to Forsyth County	2017	2023	12,339,036	25.63%	3,162,495	-	1,251,069.73	1,251,069.73	-	GO Bond (80%); Impact Fees (10%); TSPLOST 1 (8%); General Revenues (2%)	Complete	Parks/Public Works
	Encore Parkway Greenway Connection/Park	2023	2027	10,608,147	25.63% to 100%	2,589,490	174,412.66	27,480.00	201,892.66	1,798,107.34	TSPLOST 1 (63%); Impact Fees (19%); NFCID (18%)	Construction Phase	Parks/Public Works
	Eastside Community Center/YMCA Partnership	2017	2023	2,549,186	30.96%	789,228	-	-	-	-	GO Bond (100%)	Complete	Parks
	Alpharetta Arts Center Development	2017	2019	3,390,014	54.17%	1,836,371	-	1,300,001.33	1,300,001.33	-	GO Bond (44%); Impact Fees (38%); General Revenues (2%); Hotel/Motel Taxes (16%)	Complete	Parks/Public Works
	Alpharetta Arts Center Parking Expansion	TBD	TBD	950,000	54.17%	514,615	-	-	-	-	TBD	TBD	Parks/Public Works
	Wills Park Pool Renovation/Expansion	2017	2019	6,206,259	36.12%	2,241,701	-	1,100,000.00	1,100,000.00	-	GO Bond (44%); Impact Fees (18%); General Revenues (38%)	Complete	Parks/Public Works
	Design and Construction of new Park Spaces	2019	2022	998,901	9.06% to 100%	433,693	-	433,692.69	433,692.69	-	General Revenue (57%); Impact Fees (43%)	Complete	Parks
	Wills Park Equestrian Center Master Plan buildout	2022	2027	7,724,569	68.93%	5,324,545	-	463,677.65	463,677.65	-	GO Bond (58%); Impact Fees (6%); Hotel/Motel Taxes (1%); Equestrian Foundation (35%)	Construction Phase	Parks
	Wills Park Master Plan Improvements	2022	2027	8,705,985	9.06% to 100%	8,705,985	-	21,930.00	21,930.00	-	GO Bond (88%); Impact Fees (4%); Hotel/Motel Taxes (9%)	Construction Phase	Parks
	Mid-Broadwell Park build-out	2022	2024	547,862	9.06% to 100%	547,862	-	-	-	-	GO Bond (91%); General Revenue (9%)	Complete	Parks
	Old Rucker Park build-out	2022	2027	3,360,000	9.06% to 100%	3,360,000	-	-	-	-	GO Bond (100%)	Construction Phase	Parks
	Union Hill Park (redevelopment/trailhead)	2022	2027	3,280,002	9.06% to 100%	3,280,002	-	-	-	-	GO Bond (100%)	Construction Phase	Parks
	Farmhouse Park build-out	2022	2027	2,000,000	9.06% to 100%	2,000,000	-	-	-	-	GO Bond (100%)	Construction Phase	Parks
	Waters Road Park build-out	2022	2024	1,256,501	9.06% to 100%	1,256,501	-	-	-	-	GO Bond (100%)	Complete	Parks
	Synthetic Turf Webb Bridge Park (soccer field)	2022	2025	1,645,877	36.12%	594,491	-	-	-	-	GO Bond (99%); Alpharetta Ambush contribution (1%)	Complete	Parks

CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY 2025 Update)
Service Area for each Public Facility: Citywide

Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)*	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2025	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2025	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
	Wills Park Field 5 Replacement (to turf)	2022	2026	500,000	36.12%	180,600	-	-	-	-	AYBA Match (50%); Impact Fees (30%); General Revenue (20%)	Complete	Parks
	North Park Master Plan/Development	TBD	TBD	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD	TBD	Parks
	Webb Bridge Park Master Plan/Development	TBD	TBD	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD	TBD	Parks
	North Park Fields 1-4 Restroom (replacement/expansion)	2026	2026	800,000	91.91%	735,280	-	-	-	-	Impact Fees (66%); General Revenue (34%)	Construction Phase	Parks
	Haynes Bridge Road Park Restroom (new)	TBD	TBD	400,000	91.91%	367,640	-	-	-	-	TBD	TBD	Parks
	Marconi Drive Park Restroom (new)	TBD	TBD	400,000	91.91%	367,640	-	-	-	-	TBD	TBD	Parks
	Marietta-Roswell St. Corner Park (design in 2026)	2026	TBD	270,000	91.91%	248,157	-	-	-	-	Impact Fees; TBD	Design Phase	Parks
				$ 107,354,076		$ 58,671,411	$ 524,205	$ 5,447,605	$ 5,971,810	$ 1,802,424			
	Total						$ 930,312	$ 8,747,250	$ 9,677,562	$ 1,827,463			

* Project end date represents the last recorded fiscal year of financial activity (completed projects) or the current estimate for projects under planning phase, design phase, construction phase, etc.

BACKUP

CITY OF ALPHARETTA, GEORGIA

IMPACT FEE FUND

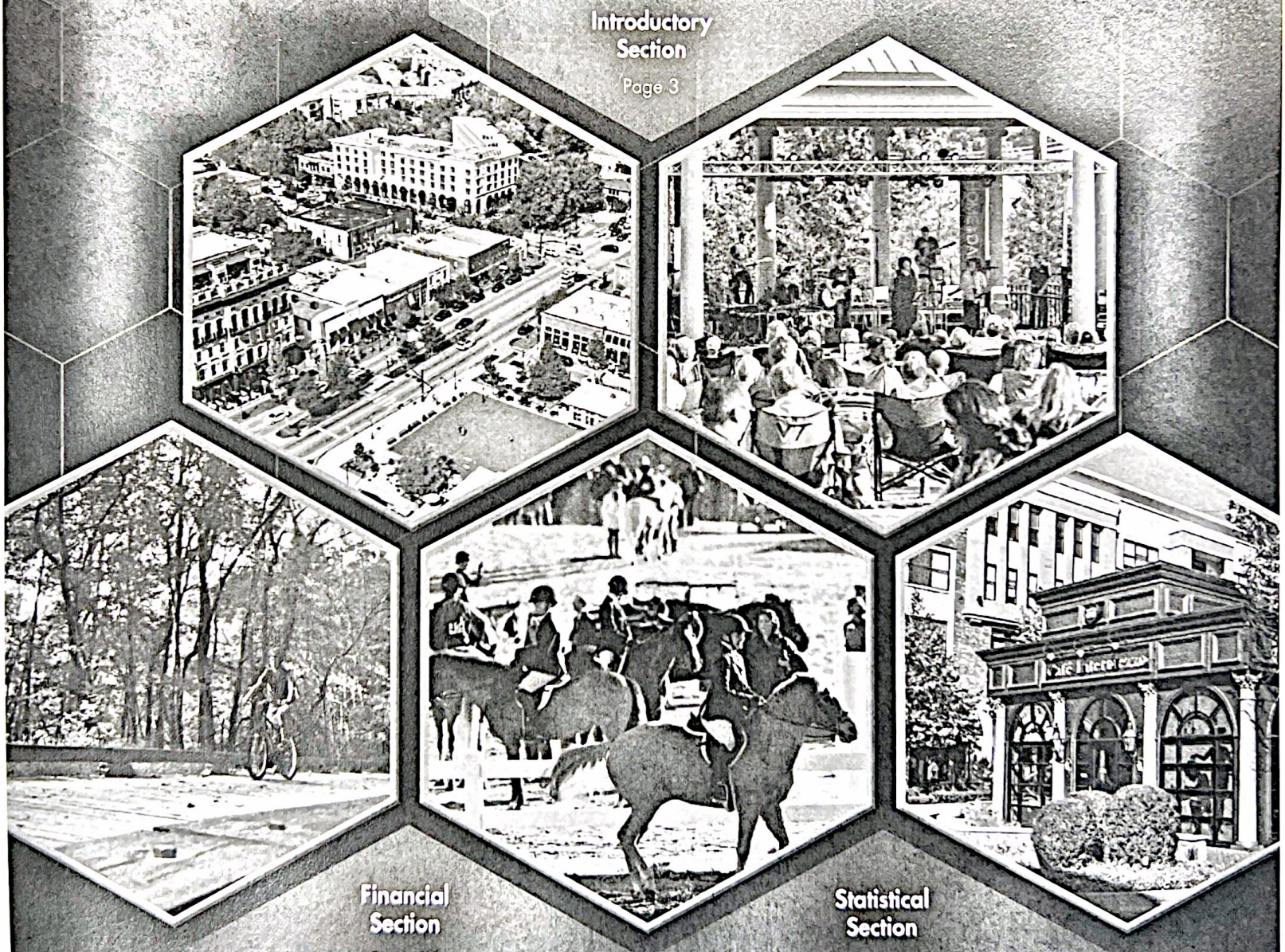
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL

FOR THE FISCAL YEAR ENDED JUNE 30, 2025

	Budget			Variance With
	Original	Final	Actual	Final Budget
Revenues:				
Impact fees	$ -	$ 228,000	$ 1,119,657	$ 891,657
Investment earnings	-	-	286,065	286,065
Total revenues	-	228,000	1,405,722	1,177,722
Expenditures:				
Current:				
Public works	353,820	5,831,671	930,312	4,901,359
Total expenditures	353,820	5,831,671	930,312	4,901,359
Net changes in fund balances	(353,820)	(5,603,671)	475,410	6,079,081
Fund balances, beginning of fiscal year	5,603,671	5,603,671	5,603,671	-
Fund balances, end of fiscal year	$ 5,249,851	$ -	$ 6,079,081	$ 6,079,081

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2025



Introductory Section
Page 3

Financial Section
Page 19

Statistical Section
Page 113

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA FOR TRANSMITTAL OF THE FY2025 CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN

WHEREAS, The Georgia Planning Act encourages local governments to keep their comprehensive plans current in order for the plans to be used for policy guidance and as management tools for daily decisions; and

WHEREAS, the annual update of the capital improvement element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on March 23, 2026, at 6:30 P.M. at the Alpharetta City Hall; and

WHEREAS, such updates are required to extend status to the City of Alpharetta as a Qualified Local Government.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- Hereby approves transmittal of the Annual Impact Fee Report and Capital Improvement Element Update to the Atlanta Regional Commission, per the Georgia Planning Act of 1989.

SO RESOLVED this ___ day of March ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

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

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____

Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest: Approved as to form and legal sufficiency:

_____ _____
Grace Orehosky, Acting City Clerk Molly Esswein, City Attorney

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: March 23, 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 23, 2026

AGENDA ITEM:

Purchase Approval for Managed Security Services Renewal
Consideration and approval of a managed security services renewal agreement through Verinext Corp., in the amount of $94,234.74, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the managed security services renewal agreement with Verinext Corp. in the amount of $94,234.74 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
IT Prof Services/523900	$94,234.74

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
IT Prof Services/523900	$94,234.74

ITEM DESCRIPTION:

Background Information
Pursuant to Georgia codes 50-18-72 and 50-14-3, some of the cybersecurity details do not require public release or discussion. The attached quote has portions redacted to protect the cybersecurity details and plans of the City.

The Department of Information Technology recommends a renewal of a service agreement with our managed security service provider, through Verinext Corp. in the amount of $94,234.74.

Our managed security service provider currently provides Managed Detection and Response (MDR), monthly concierge meetings with their team, and an Incident Response (IR) retainer. They are leaders in the MDR and IR space and are most often used by cyber insurance companies when a breach occurs. We have been customers of this provider for a year now. This service has proven to have increased our ability to detect, respond, and prepare for cybersecurity events by providing a single log collection location, sophisticated log analysis, human and artificial intelligence threat hunting, and incident planning.

Budgeting
This is the first renewal of this agreement. Last year's cost was $88,917.43, which represents an increase of $5,317.31. The current renewal price of $94,234.74 is within the current budget.

Procurement
Last year, we conducted a competitive process with Verinext Corp., winning the business. The managed security

provider has designated Verinext Corp. as the preferred pricing for this agreement and renewal.

ALTERNATIVES:

Do not approve the renewal, which would place the City in a difficult cybersecurity posture.

ATTACHMENTS:

1. 1yr Verinext Quote_Q-47940_2026-02-04_Redacted

Atlanta Office
4850 River Green Parkway
Duluth, GA 30096

Philadelphia Office
510 Township Line Road, Suite 120
Blue Bell, PA 19422

City of Alpharetta - [redacted]

Prepared By:
Brian Hull
brian.hull@verinext.com

Prepared For:
City of Alpharetta
Adam Montgomery
amontgomery@alpharetta.ga.us

Ship To:
City of Alpharetta
2 Park Plz
Alpharetta, GA 30009-3680
ATTN: Adam Montgomery

Quote Information:
Quote #: Q-47940
Quote Date: 2/4/2026
Expiration Date: 3/31/2026

Term: 5/5/2026 - 5/4/2027

Item No.	Description	Qty
[redacted]	[redacted]	700
		130
		830
		830
		2
		700
		1
		1

Subtotal: **$94,234.74**

Quote Summary:

Description	Amount
Term: 5/5/2026 - 5/4/2027	$94,234.74

Total: $94,234.74

Terms & Conditions

Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless an existing contract for a sale of goods or services (such as an MSA) is in place between the parties, this quote shall, at all times, be governed and controlled by the terms and conditions, respectively, for the sale of goods found here https://verinext.com/terms-and-conditions-of-sale/ and for the sale of services found here https://verinext.com/msa/

STAFF REPORT

Department: Public Works
Submitted By: Will Eberly
Meeting Date: March 23, 2026

AGENDA ITEM:

Contract and Purchase Approval: Webb Bridge Road Phase 3 Shrubs/Groundcover
Consideration and approval of the award of a contract and purchase approval to Russell Landscape for Webb Bridge Road Phase 3 Shrub/Groundcover planting in an amount not to exceed $104,261.33 for the purchase, installation, and watering of shrubs, groundcovers, and sod at the newly constructed Webb Bridge Road corridor improvements (Alpharetta High School to Greenway Access Point), and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract and purchase approval to Russell Landscape for Webb Bridge Rd Phase 3 shrub/groundcovere planting in an amount not to exceed $104,261.33 for the purchase, installation, and watering of shrubs, groundcover, and sod at the newly constructed Webb Bridge Road Phase 3 corridor improvements (Alpharetta High School to Greenway Access Point), 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: $104,261.33
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
WBR PH4 (NPP-GREENWAY)/33641100 541410 C2104	$104,261.33

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
none	$0.00

ITEM DESCRIPTION:

Tree planting at Phase 3 of the Webb Bridge Road corridor improvements is complete and ready for the next phase of landscape installation, which includes planting shrubs, groundcovers and limited sod areas. Planting locations include the beauty strips beginning just west of the Alpharetta High School entrance and continuing eastward to the Greenway access point west of Westwind Lane. A significant right-of-way area behind the sidewalk in front of the Eastgate subdivision is also included.

The proposed Phase 3 Shrub/Groundcover planting project includes:

- Installation of 811 shrubs in 3-gallon containers
- Installation of 1,074 groundcovers in 1-gallon and 4" containers
- Installation of 15 tree-form hollies
- Installation of 494 ornamental grasses in 1-gallon containers
- Installation of 6 pallets of Tiftuf Bermuda sod in the drainage area in front of East Gate

The planting will take place from April 1–30, 2026, in accordance with the City's landscape specifications. Deciduous and evergreen plants have been selected, including many native species. Plant selections were based on their planting environments, aesthetic value, and historical data such as best species performance on similar City projects.

The Department of Public Works prepared landscape plans and specifications requiring the plant stock to comply with the American Standard for Nursery Stock (ANSI Z60.1-2014). Specifications also include detailed watering requirements and a one-year warranty for plants. ANSI standards and well-defined watering requirements help ensure a successful and high-quality landscape product for Alpharetta residents and visitors.

The work proposals were provided in accordance with the City's On-Call Landscape Installation Contract with Russell Landscape (#22-104/22-105). Pricing has been reviewed by City staff and is found to be competitive based on current market conditions and in comparison with FY2025 landscape project costs. Watering per City specifications is included for all plants within the project. Maintenance of the new landscape is accounted for in the existing Citywide Landscape Maintenance contract.

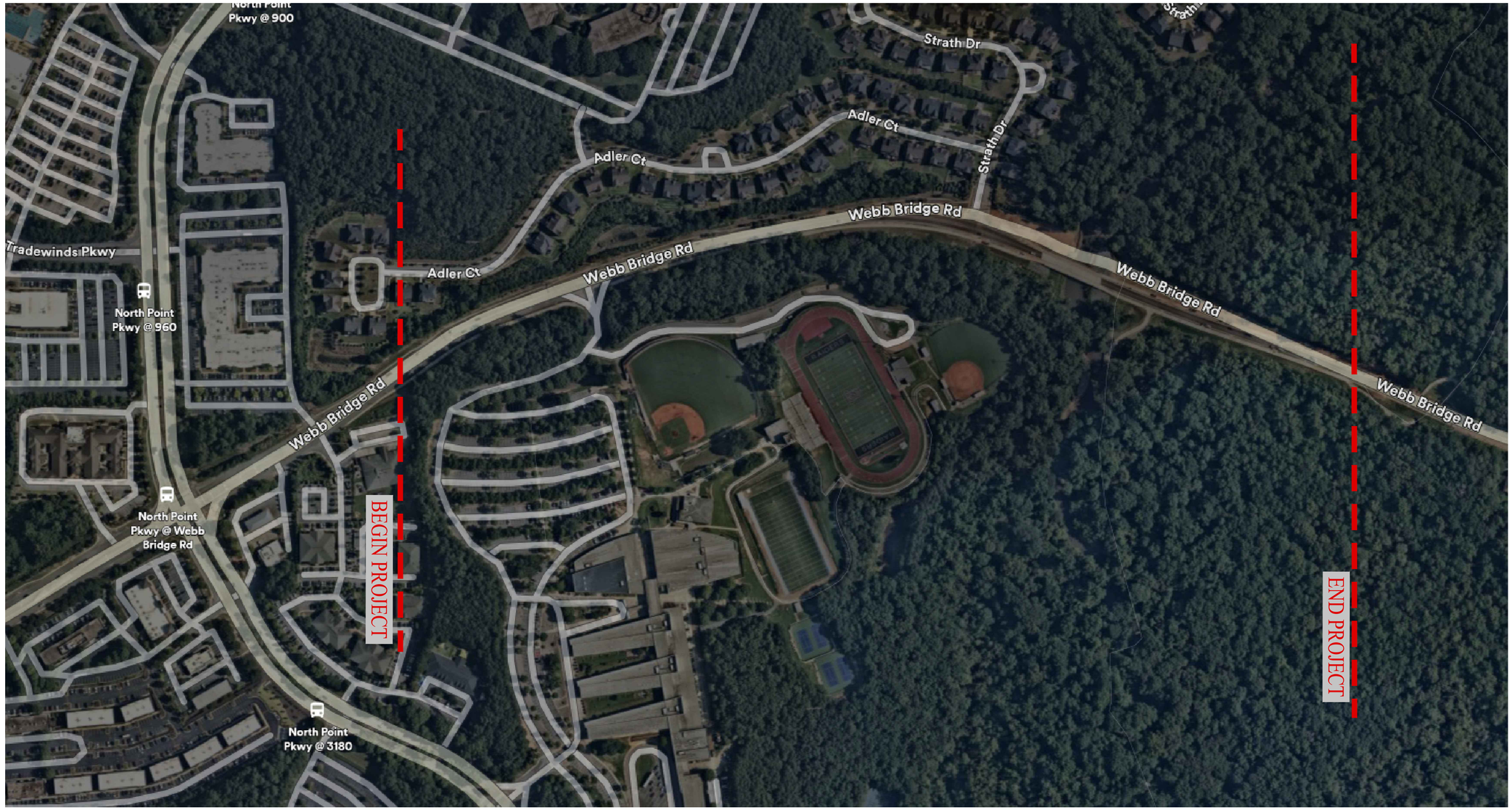
The City's Urban Forestry Program Manager will act as the City's project manager throughout all phases of the project, including installation, watering and warranty period. All planting is scheduled to be completed by April 30, 2026. Russell Landscape is required to acquire Payment & Performance Bonds for the contract.

ALTERNATIVES:

Do not award the Webb Bridge Road Phase 3 Shrub/Groundcover Planting.

ATTACHMENTS:

1. WBR PH3 Shrub Plans
2. WBR Phase 3 Shrubs Proposal



PROJECT LOCATION MAP

NOT TO SCALE

SHEET INDEX:

L.100 - COVER SHEET
L.101 to L.107 - SHRUB PLANS
NO SHEET L.108
L.109 - PLANT LIST
L.110 - DETAILS

CAUTION
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE DESIGNER 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.

THE CITY OF ALPHARETTA
PUBLIC WORKS
1790 Hembree Road
Alpharetta, Georgia
30009
Phone: 678-297-6200
Fax: 678-297-6201

FY2026 LANDSCAPE PLANS (SHRUBS)
WEBB BRIDGE RD - PH 3
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

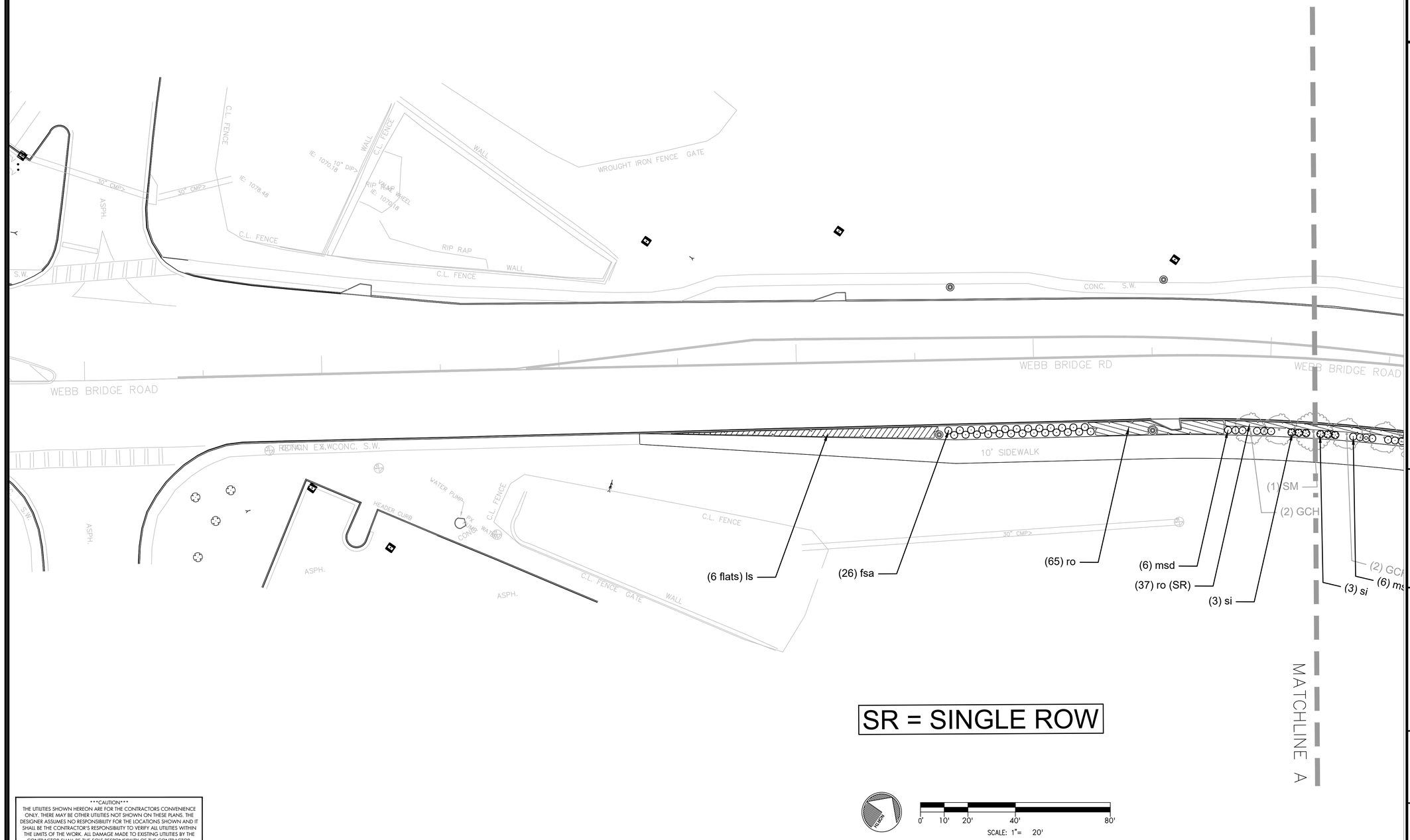
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REVISIONS

ORIGINAL ISSUE DATE: 2/13/2026

SHEET TITLE
COVER SHEET

SHEET # L.100



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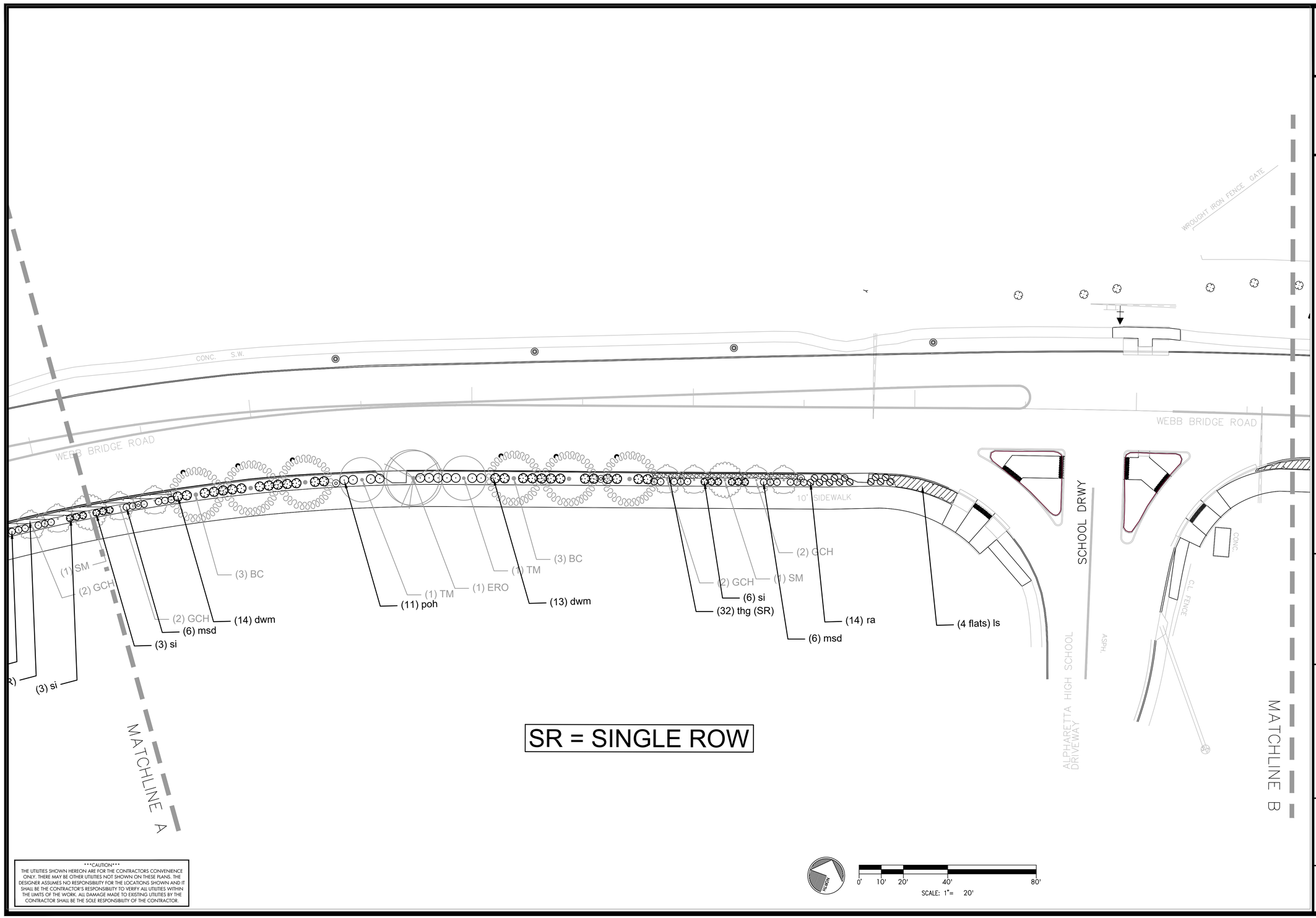
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ORIGINAL ISSUE DATE: 2/27/2026

SHEET TITLE
PLANTING PLAN

SHEET #
L.101



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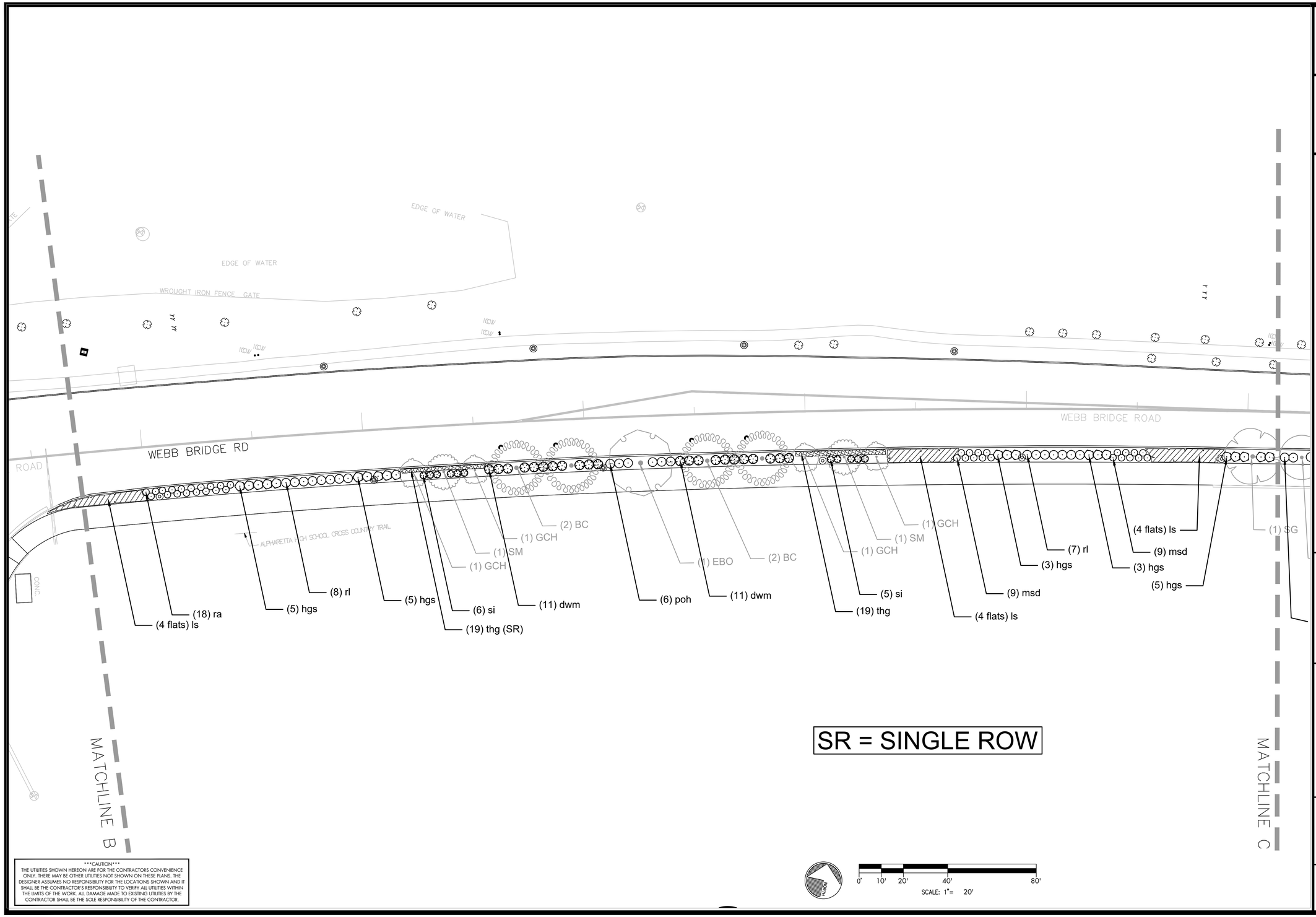
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ORIGINAL ISSUE DATE: 2/27/2026

SHEET TITLE
PLANTING PLAN

SHEET #
L.102



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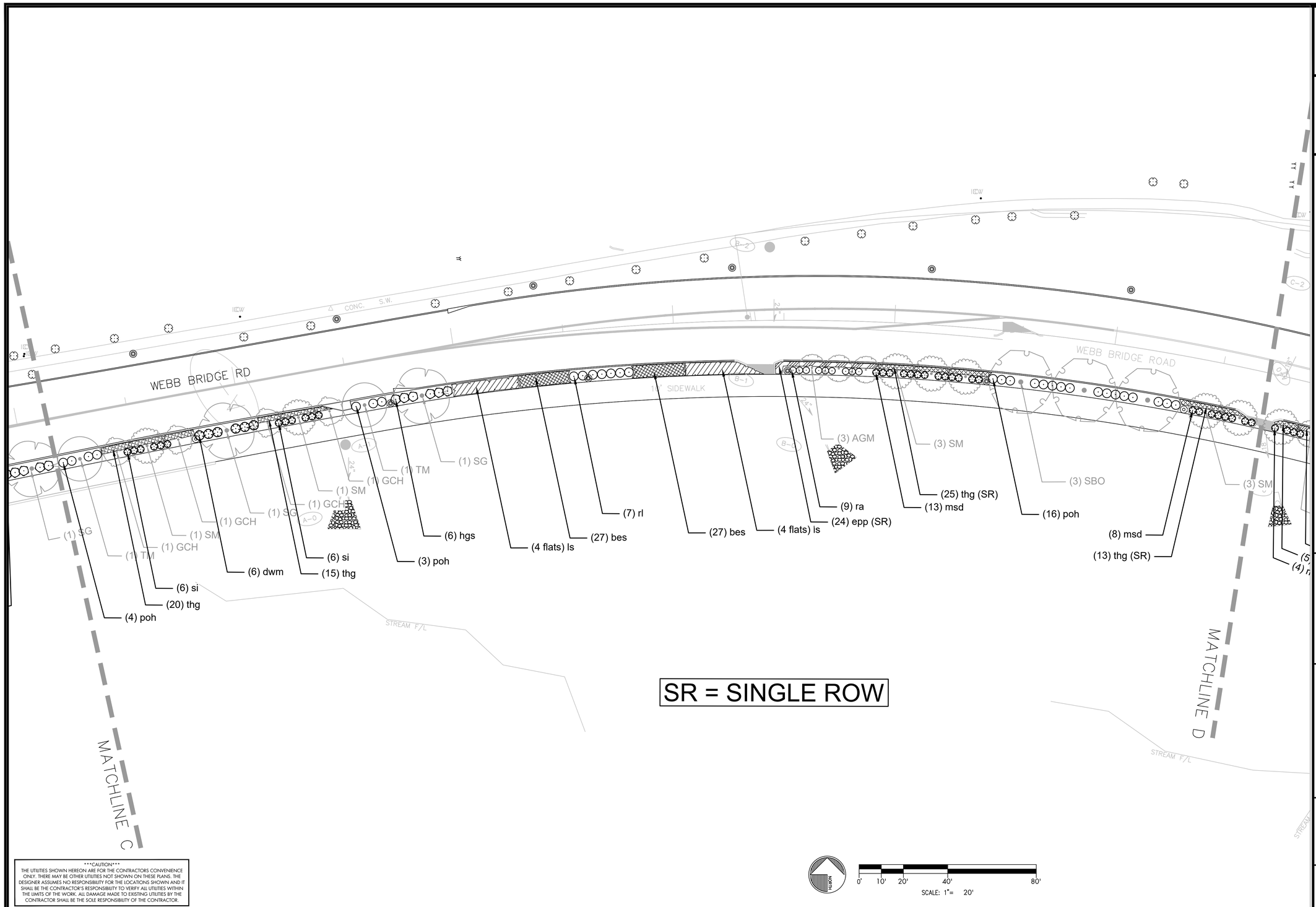
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SHEET TITLE
PLANTING PLAN

SHEET #
L.103



SR = SINGLE ROW

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NORTH

0' 10' 20' 40' 80'

SCALE: 1"= 20'

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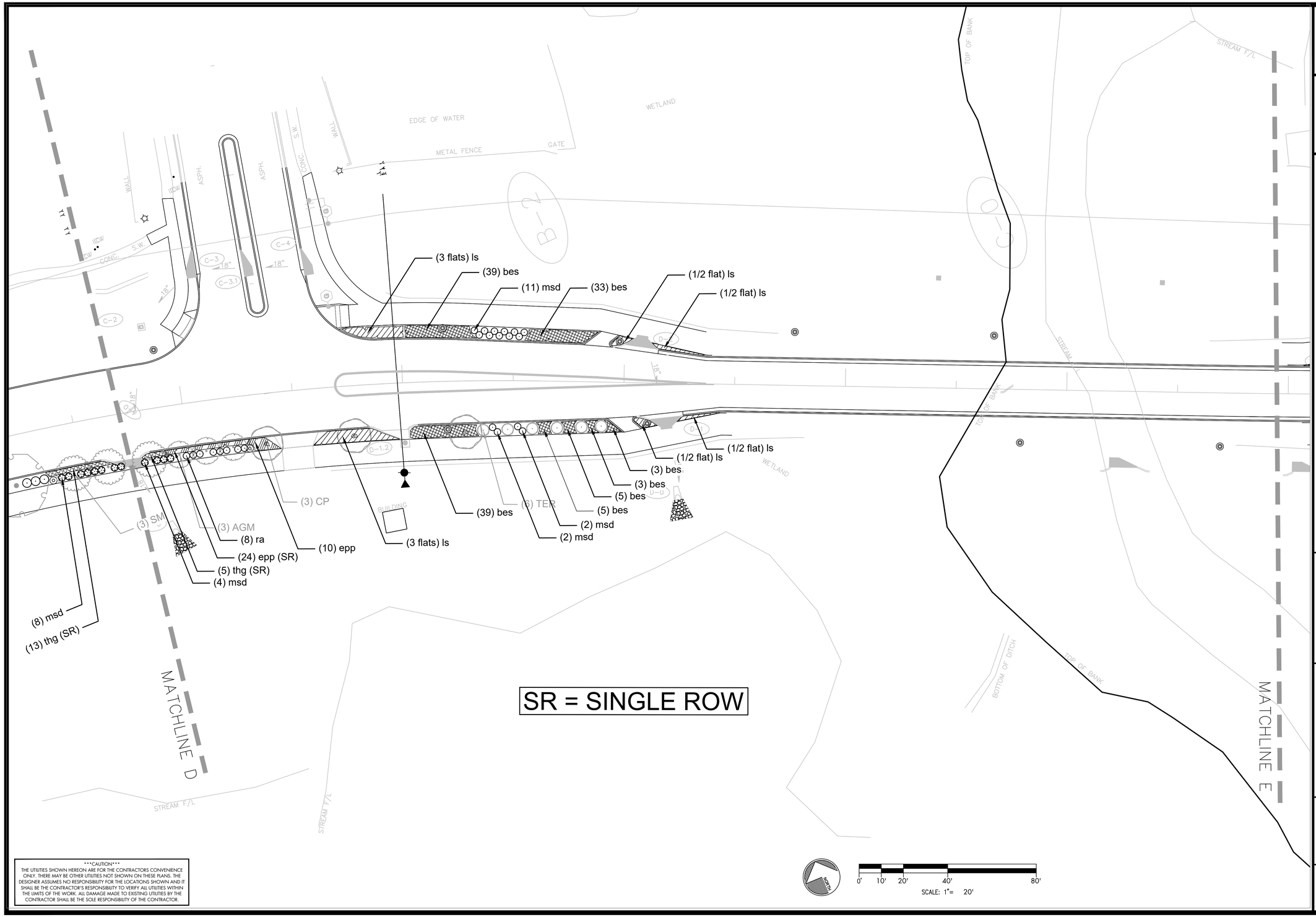
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L.104



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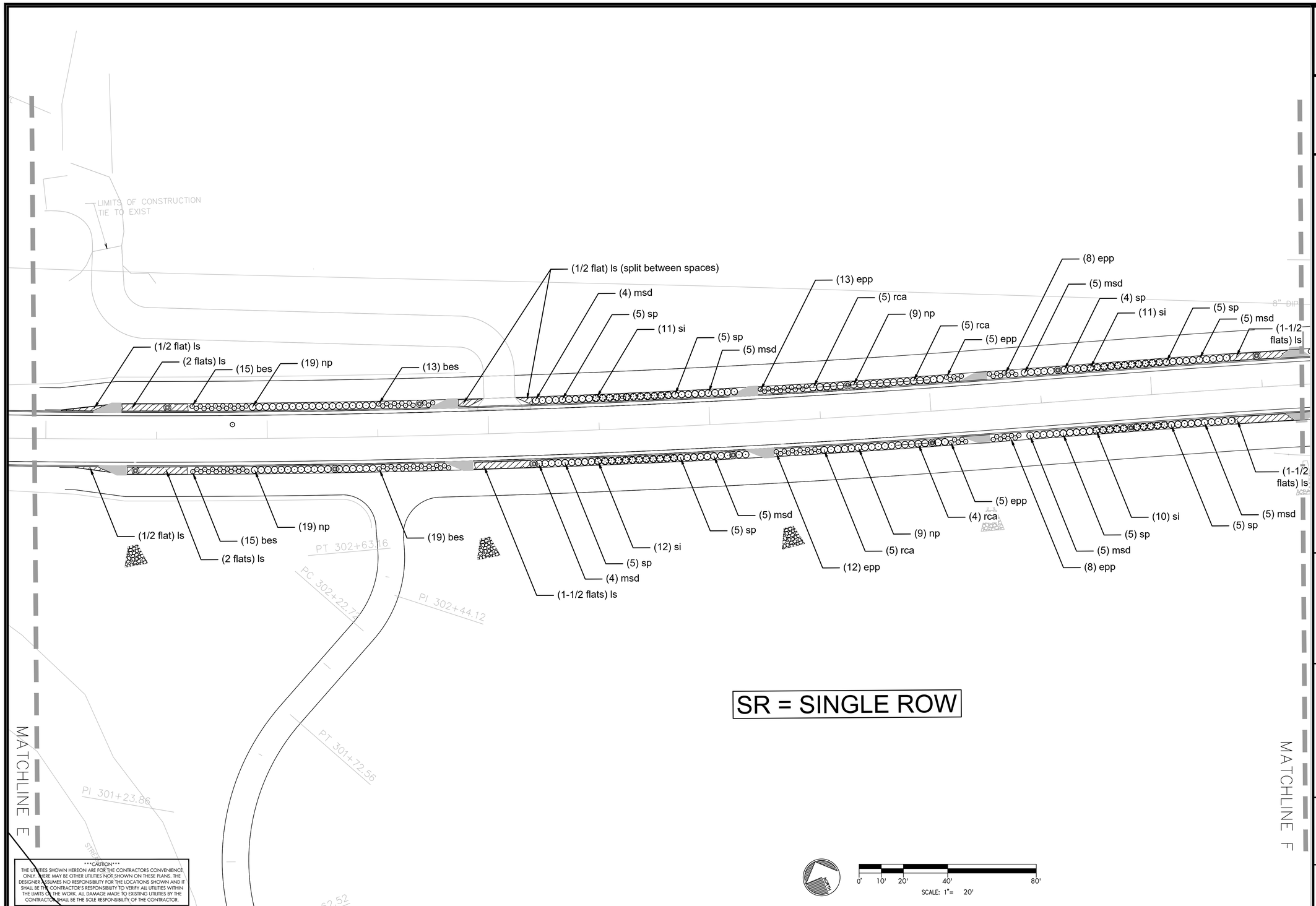
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PLANTING PLAN

SHEET #
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FY2026 LANDSCAPE PLANS (SHRUBS)
WEBB BRIDGE RD - PH 3
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

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ORIGINAL ISSUE DATE: 2/27/2026

SHEET TITLE
PLANTING PLAN

SHEET #
L.106

END PHASE 3

START FUTURE PHASE 2B

(5) sp
(5) msd
(1-1/2 flats) ls
(19) bes
(5) rca
(10) np
(5) rca
(17) bes
(4) msd
(5) sp
(11) si
(5) sp
(5) msd
(5) msd
(1-1/2 flats) ls
(5) sp
(5) msd
(17) bes
(11) np
(5) rca
(17) bes
(5) rca
(10) si
(5) sp
(5) msd
(5) sp

WETLAND
8" DIP
SSMH TOP=986.45
SSMH TOP=989.63
EXIST R/W
HAND RAIL
RECONSTRUCT CATCH BASIN TOP
TRASH CAN
EXISTING PIPE TO REMAIN
GUARD RAIL
WALL

MATCHLINE F

END PHASE 3

START FUTURE PHASE 2B

N/F
CITY OF ALPHARETTA
TAXID:21 555012410253
DB NONE , PG NONE

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0' 10' 20' 40' 80'
SCALE: 1"= 20'

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FY2026 LANDSCAPE PLANS (SHRUBS)
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REVISIONS

ORIGINAL ISSUE DATE: 2/27/2026

SHEET TITLE
PLANTING PLAN

SHEET #
L.107

PLANT SCHEDULE

FY 2026 Shrub and Groundcover Planting at Webb Bridge Rd Phase 3 (APRIL 2026)

KEY	COMMON NAME	LATIN NAME	SIZE & PLANTING SPECS	QTY
bes	Black-Eyed Susan	Rudbeckia fulgida var. sullivantii 'Goldsturm'	1 gal, full, planted 24" o.c. or per plans	313
~~cs~~	~~Creek Sedge~~	~~Carex amphibola~~	~~1 gal, full, planted 24" o.c. or per plans~~	0
dwm	Don's Dwarf Wax Myrtle	Myrica cerifera 'Don's Dwarf'	3 gal, full, planted 48" o.c. or per plans	55
epp	Emerald Pink Phlox	Phlox subulata 'Emerald Pink'	1 gal, full, planted 24" o.c. or per plans	109
fsa	Florida Sunshine Anise	Illicium parviflorum 'Florida Sunshine'	3 gal, full, planted 36" o.c. or per plans	26
hgs	Henry's Garnet Sweetspire	Itea virginica ' Henry's Garnet'	3 gal, full, planted 48" o.c. or per plans	27
ls	Creeping Lilyturf	Liriope spicata	4" pot, full, planted 18" o.c.	54 flats (18 ct)
msd	Mrs. Schillers Delight	Viburnum obovatum 'Mrs. Schiller's Delight'	3 gal, full, planted 36" o.c. or per plans	133
np	Northwinds Panicum	Panicum virgatum 'Northwinds'	1 gal, full, planted 36" o.c. or per plans	77
poh	Pee Wee Oakleaf Hydrangea	Hydrangea quercifolia 'Pee Wee'	3 gal, full, planted 48" o.c. or per plans	40
ra	Radiance Abelia	Abelia x grandiflora 'Radiance'	3 gal, full, planted 36" o.c. or per plans	49
rca	Rose Creek Abelia	Abelia x grandiflora 'Rose Creek'	3 gal, full, planted 36" o.c. or per plans	39
rl	Ruby Loropetalum	Loropetalum chinense rubrum 'Ruby'	3 gal, full, planted 48" o.c. or per plans	22
ro	River Oats	Chasmanthium latifolium	1 gal, full, planted 24" o.c. or per plans	102
si	Shamrock Inkberry	Ilex glabra 'Shamrock'	3 gal, full, planted 36" o.c. or per plans	97
sp	Squaw Panicum	Panicum virgatum 'Squaw'	1 gal, full, planted 36" o.c. or per plans	59
thg	Tufted Hairgrass	Deschampia cespitosa	1 gal, full, planted 24" o.c. or per plans	148
NOTE: QUANTITY SHOWN for Liriope spicata is for flats of 18				

PLANTING NOTES:

- See specifications Section 029009 - Landscaping, pertaining to this set of plans.
- Unless otherwise stated, all trees must have a single central leader and a full and uniform canopy.
- Trees shall be planted during dormant season, November 1-February 28. Shrubs and groundcovers shall be planted April 1-30.

CAUTION
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE DESIGNER 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.

THE CITY OF ALPHARETTA
PUBLIC WORKS
1790 Hembree Road
Alpharetta, Georgia
30009
Phone: 678-297-6200
Fax: 678-297-6201

FY2026 LANDSCAPE PLANS (SHRUBS)
WEBB BRIDGE RD - PH 3
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

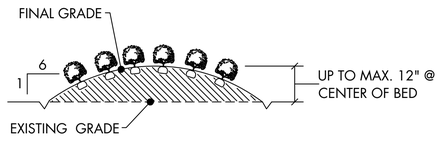
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REVISIONS

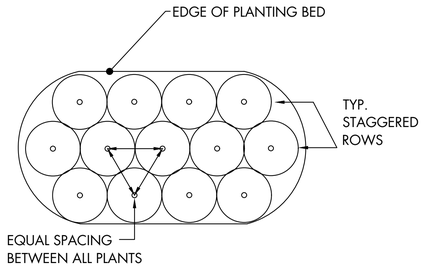
ORIGINAL ISSUE DATE: 2/27/2026

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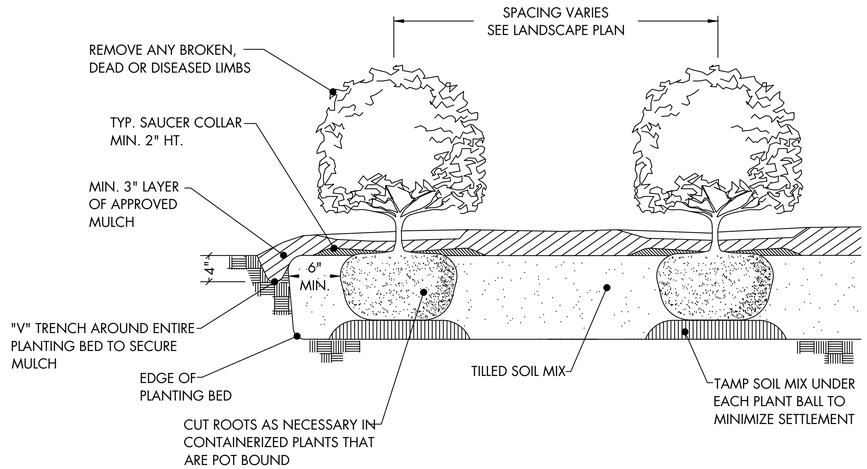
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TYPICAL BED MOUNDING



TYPICAL PLANTING BED PLAN



TYPICAL PLANTING BED DETAIL

NOTES:

1. OMIT COLLAR AROUND EACH SHRUB WHEN IRRIGATION SYSTEM IS PRESENT.
2. INSTALL TOP OF PLANT BALL 2"-3" ABOVE ADJACENT GRADE.
3. TAMP PLANTING MIX FIRMLY AS PIT IS FILLED AROUND EACH PLANT BALL.
4. SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.

BY	REVISION	DATE

SHRUB PLANTING BED

04/24/2019

STD. L-7

THE CITY OF
ALPHARETTA
PUBLIC WORKS
1790 Hembree Road
Alpharetta, Georgia
30009
Phone: 678-297-6200
Fax: 678-297-6201

FY2026 LANDSCAPE PLANS (SHRUBS)
WEBB BRIDGE RD - PH 3
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Know what's below
Call before you dig

REVISIONS

ORIGINAL ISSUE DATE: 2/27/2026

SHEET TITLE

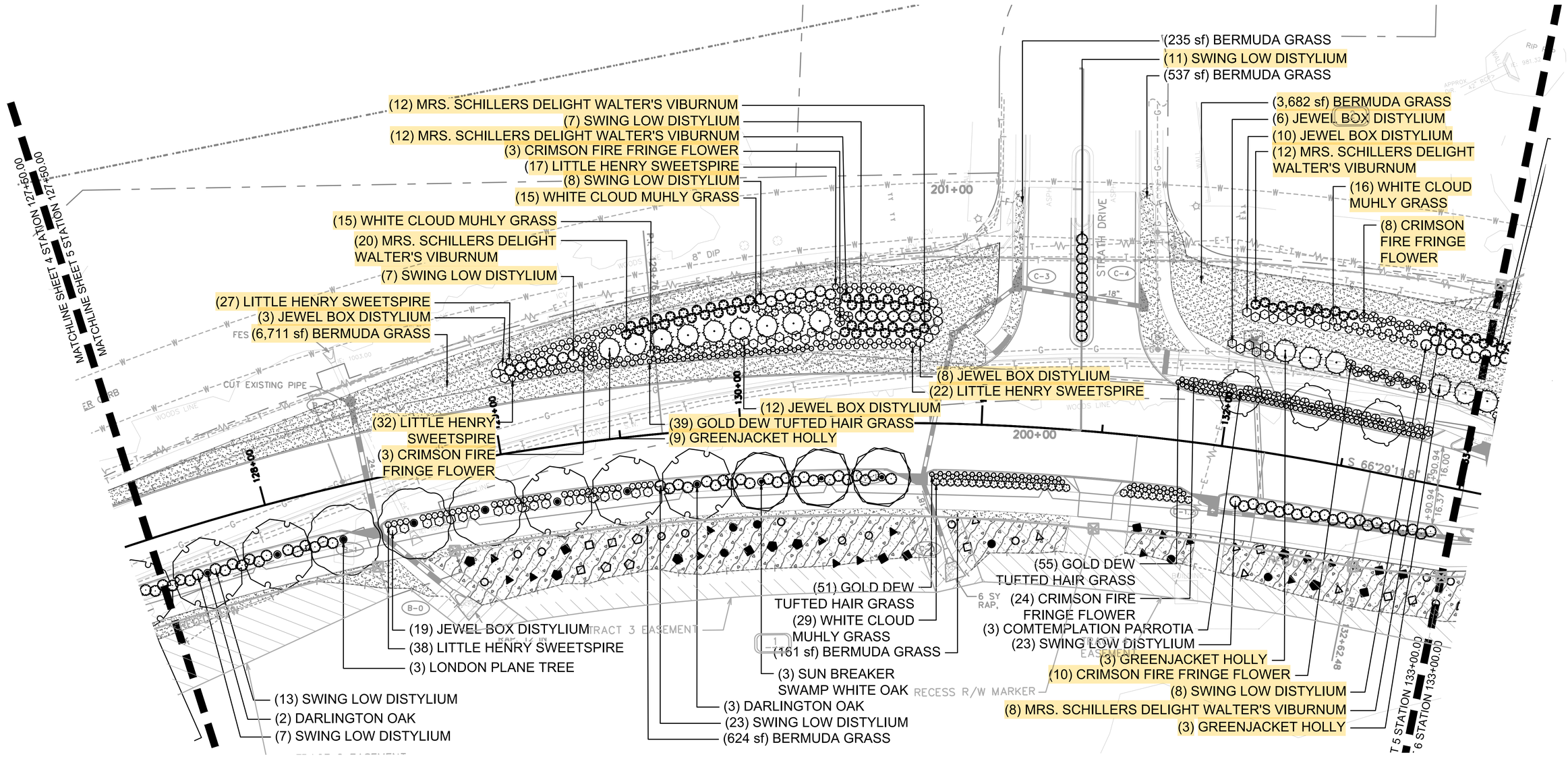
DETAILS

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PLOT DATE:



GEORGIA REGISTERED 07/19/2022 No. 1239 LANDSCAPE ARCHITECT ROBERT BRADLEY JONES

POND
Architects ▪ Engineers ▪ Planners

THE CITY OF ALPHARETTA GEORGIA

N

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REVISION DATES

CITY OF ALPHARETTA

OFFICE: PUBLIC WORKS

LANDSCAPE PLANS

WEBB BRIDGE ROAD EAST OF NORTH POINT PARKWAY TO BIG CREEK GREENWAY

DRAWING No.
29-0005

PLOT DATE:

(9) SWING LOW DISTYLIUM

(10) MRS. SCHILLERS DELIGHT
WALTER'S VIBURNUM

(190) LIVESTAKES,
REFER TO SHEET
29-0010

(18) LITTLE HENRY SWEETSPIRE

(15) SUGARTINA SUMMERSWEET

(16) WHITE CLOUD
MUHLY GRASS

(9) SWING LOW
DISTYLIUM

(8) CRIMSON FIRE
FRINGE FLOWER

(15) SWING LOW DISTYLIUM

(15) MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM

(23) WHITE CLOUD MUHLY GRASS

(130) LIVESTAKES,
REFER TO SHEET
29-0010

(15) SUGARTINA
SUMMERSWEET

(18) WHITE CLOUD
MUHLY GRASS

(16) SWING LOW
DISTYLIUM

(17) LITTLE HENRY
SWEETSPIRE

(107) LIVESTAKES,
REFER TO SHEET
29-0010

(253) LIVESTAKES,
REFER TO SHEET
29-0010

(55) LIVESTAKES,
REFER TO SHEET
29-0010

REFER TO REFORESTATION DETAIL ON SHEET
29-0009 FOR PLANT SYMBOL LEGEND, TYP.

MATCHLINE SHEET 5 STATION 133+00.00

MATCHLINE SHEET 6 STATION 133+00.00

MATCHLINE SHEET 6 STATION 138+50.00

MATCHLINE SHEET 7 STATION 138+50.00

GEORGIA REGISTERED
07/19/2022
No. 1239
LANDSCAPE ARCHITECT
ROBERT BRADLEY JONES

POND
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THE CITY OF ALPHARETTA GEORGIA

SCALE IN FEET
0 20 40 80

REVISION DATES

CITY OF ALPHARETTA

OFFICE: PUBLIC WORKS

LANDSCAPE PLANS

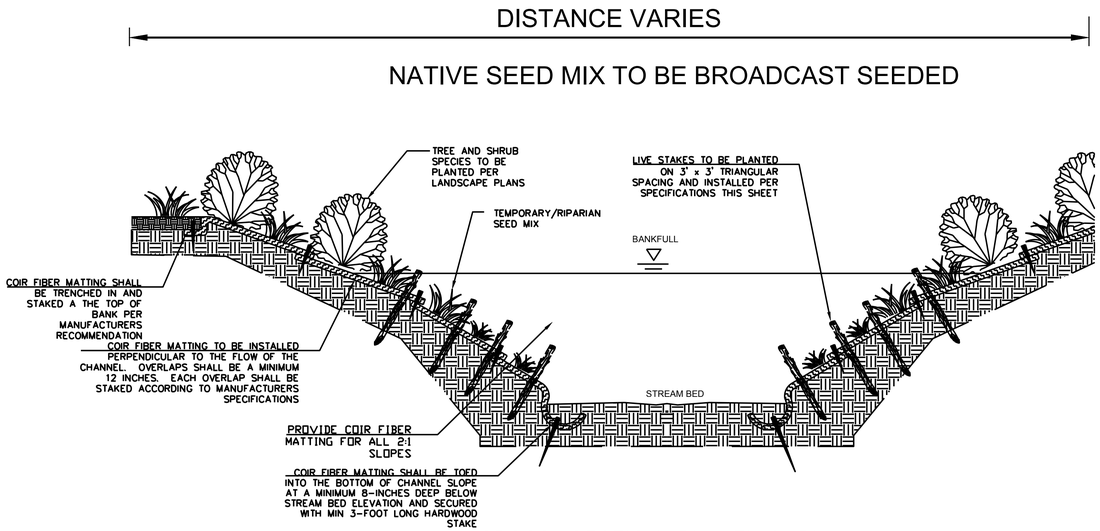
WEBB BRIDGE ROAD EAST OF
NORTH POINT PARKWAY TO BIG
CREEK GREENWAY

DRAWING No.
29-0006

PLOT DATE:

NOTE: SPACE LIVESTAKES AT 36" O.C. AND PLACE SPECIES IN SUMMARY OF QUANTITIES IN RANDOM GROUPINGS.

HATCH PATTERN ON PLAN INDICATES LIVE STAKE AREAS.



CROSS-SECTION PLANTING PLAN

SCALE: N.T.S.

1 LIVE STAKES DETAIL

NOT TO SCALE

ITEM #	UNITS	QUANTITY	Botanical/Common	CONT	CALIPER (IN)	SPACING
700-9300	SF	12,000	CYNODON DACTYLON TIFTUF/ BERMUDA GRASS	SOD		
700-9400	AC	0.89	NATIVE RESTORATION AND RIPARIAN SEEDING		SEED	
702-0006	EA	361	ABELIA X 'ROSE CREEK' / ROSE CREEK ABELIA	3 GAL		54" o.c.
702-0030	EA	53	ACER RUBRUM/RED MAPLE (REFORESTATION)	B&B	2" Cal.	
702-0120	EA	6	CARPINUS CAROLINIANA `CCSQU` TM / PALISADE AMERICAN HORNBEAM	B&B	4" CAL	
702-0120	EA	52	CARPINUS CAROLINIANA/AMERICAN HORNBEAM (REFORESTATION)	B&B	2" Cal.	
702-0165	EA	152	CLETHRA ALNIFOLIA `CRYSTALINA` TM / SUGARTINA SUMMERSWEET	3 GAL		36" o.c.
702-0474	EA	15	ILEX X WANDOENSIS `OOSTANUALA` TM / GREENJACKET HOLLY Substitute w/ Tree-form Nellie R Stevens, 3" cal	B&B	12-14` HT MIN.	
702-0479	EA	98	ITEA VIRGINICA 'SPRICH' TM / LITTLE HENRY SWEETSPIRE	3 GAL		30" o.c.
702-0555	EA	41	LIQUIDAMBAR STYRACIFLUA/SWEETGUM (REFORESTATION)	B&B	2" CAL	
702-0575	EA	66	LIRIODENDRON TULIPIFERA/TULIP POPLAR (REFORESTATION)	B&B	2" CAL	
702-0610	EA	32	LOROPETALUM CHINENSE RUBRUM 'PIILC-I' TM / CRIMSON FIRE FRINGE FLOWER	3 GAL		48" o.c.
702-0678	EA	69	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD' / WHITE CLOUD MUHLY GRASS	1 GAL		36" o.c.
702-0700	EA	39	NYSSA SYLVATICA/BLACK GUM (REFORESTATION) Substitute w/ Sorghastrum nutans 'Indian Steel'	B&B	2" CAL	
702-0800	EA	6	PLATANUS X ACERIFOLIA / LONDON PLANE TREE	B&B	4" CAL	
702-0859	EA	6	QUERCUS BICOLOR `GREEN NOVA` TM / SUN BREAKER SWAMP WHITE OAK	B&B	4" CAL	
702-0859	EA	3	QUERCUS BICOLOR 'JFS-KW12' TM / AMERICAN DREAM OAK	B&B	4" CAL	
702-0897	EA	27	QUERCUS NUTTALLII/NUTTALL OAK (REFORESTATION)	B&B	2" CAL	
702-1061	EA	1364	SPOROBOLUS HETEROLEPIS `TARA` / PRAIRIE DROPSEED	1 GAL		18" o.c.
702-1083	EA	6	ULMUS ALATA `WOODLAND` / WOODLAND WINGED ELM	B&B	4" CAL	
702-1096	EA	89	VIBURNUM OBOVATUM 'MRS. SCHILLER'S DELIGHT' / MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM	3 GAL		48" o.c.
702-1225	EA	39	DESCHAMPSIA CESPITOSA 'GOLDTAU' / GOLD DEW TUFTED HAIR GRASS Substitute 'Goldtau' w/ straight species	1 GAL		24" o.c.
702-7410	EA	110	CORNUS AMOMUM /SILKY DOGWOOD		LIVE STAKE	36" OC
702-7410	EA	184	CALLICARPA AAMERICANA / AMERICAN BEAUTYBERRY		LIVE STAKE	36" OC
702-7410	EA	110	CEPHALANTHUS OCCIDENTALIS / BUTTONBUSH		LIVE STAKE	36" OC
702-7410	EA	110	PHYSOCARPA OPULIFOLIUS / NINEBARK		LIVE STAKE	36" OC
702-7410	EA	75	SAMBUCUS CANADENSIS / ELDERBERRY		LIVE STAKE	36" OC
702-7410	EA	110	SYMPHORICARPOS ORBICULATUS / CORALBERRY		LIVE STAKE	36" OC
702-7410	EA	36	SALIX NIGRA / BLACK WILLOW		LIVE STAKE	36" OC
702-9025	SY	2817	LANDSCAPE MULCH			
702-9000	EA	45	CARYA TOMENTOSA/MOCKERNUT HICKORY	B&B	2" CAL	
702-9001	EA	31	CLADRASTIS KENTUKEA/AMERICAN YELLOWWOOD	B&B	2" CAL	
702-9002	EA	39	DISTYLIUM X 'BLDY01' TM / JEWEL BOX DISTYLIUM	3 GAL		48" o.c.
702-9003	EA	65	DISTYLIUM `SWING LOW` 'PIIDIST-VI' / SWING LOW DISTYLIUM	3 GAL		60" o.c.
702-9004	EA	9	PARROTIA PERSICA 'PPCM2' TM / CONTEMPLATION PERSIAN PARROTIA	B&B	4" CAL	
702-9005	EA	10	QUERCUS DARLINGTONIA / DARLINGTON OAK	B&B	4" CAL	
708-1000	CY	2500	PLANT TOPSOIL			
708-9026	LF	1964	ROOT BARRIER			
713-0300	SY	548	COCONUT FIBER BLANKET, WATERWAYS			
713-0400	SY	1900	COCONUT FIBER BLANKET, SLOPES			

GEORGIA REGISTERED 09/15/2022 No. 1239 LANDSCAPE ARCHITECT ROBERT BRADLEY JONES

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THE CITY OF ALPHARETTA GEORGIA

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CITY OF ALPHARETTA

OFFICE: PUBLIC WORKS

LANDSCAPE PLANS

WEBB BRIDGE ROAD EAST OF NORTH POINT PARKWAY TO BIG CREEK GREENWAY

DRAWING No. 29-0010

RUSSELL LANDSCAPE

FY 2026 Shrub and Groundcover Planting at Webb Bridge Rd Phase 3 (APRIL 2026)

KEY	COMMON NAME	LATIN NAME	SIZE & PLANTING SPECS	QTY	MATERIALS UNIT PRICE INCLUDING MARKUP, TRAFFIC CONTROL, BED PREP, FREIGHT, ETC	TOTAL MATERIALS COST (QTY X UNIT PRICE	TOTAL LABOR BASED ON LINE ITEM QTY	TOTAL MATERIALS + OTHER COSTS + TOTAL LABOR
bes	Black-Eyed Susan	Rudbeckia fulgida var. sullivantii 'Goldsturm'	1 gal, full, planted 24" o.c. or per plans	313	$ 8.91	$ 2,788.83	$ 1,042.29	$ 3,831.12
dwm	Don's Dwarf Wax Myrtle	Myrica cerifera 'Don's Dwarf'	3 gal, full, planted 48" o.c. or per plans	55	$ 24.25	$ 1,333.75	$ 228.80	$ 1,562.55
epp	Emerald Pink Phlox	Phlox subulata 'Emerald Pink'	1 gal, full, planted 24" o.c. or per plans	109	$ 9.90	$ 1,079.10	$ 272.50	$ 1,351.60
fsa	Florida Sunshine Anise	Illicium parviflorum 'Florida Sunshine'	3 gal, full, planted 36" o.c. or per plans	26	$ 25.25	$ 656.50	$ 130.00	$ 786.50
hgs	Henry's Garnet Sweetspire	Itea virginica ' Henry's Garnet'	3 gal, full, planted 48" o.c. or per plans	27	$ 38.50	$ 1,039.50	$ 135.00	$ 1,174.50
ls	Creeping Lilyturf	Liriope spicata	4" pot, full, planted 18" o.c.	54 flats (18 ct)	$ 41.40	$ 2,235.60	$ 1,080.00	$ 3,315.60
msd	Mrs. Schillers Delight	Viburnum obovatum 'Mrs. Schiller's Delight'	3 gal, full, planted 36" o.c. or per plans	133	$ 18.26	$ 2,428.58	$ 553.28	$ 2,981.86
np	Northwinds Panicum	Panicum virgatum 'Northwinds'	1 gal, full, planted 36" o.c. or per plans	77	$ 12.38	$ 953.26	$ 256.41	$ 1,209.67
poh	Pee Wee Oakleaf Hydrangea	Hydrangea quercifolia 'Pee Wee'	3 gal, full, planted 48" o.c. or per plans	40	$ 39.50	$ 1,580.00	$ 200.00	$ 1,780.00
ra	Radiance Abelia	Abelia x grandiflora 'Radiance'	3 gal, full, planted 36" o.c. or per plans	49	$ 28.25	$ 1,384.25	$ 245.00	$ 1,629.25
rca	Rose Creek Abelia	Abelia x grandiflora 'Rose Creek'	3 gal, full, planted 36" o.c. or per plans	39	$ 18.45	$ 719.55	$ 195.00	$ 914.55
rl	Ruby Loropetalum	Loropetalum chinense rubrum 'Ruby'	3 gal, full, planted 48" o.c. or per plans	22	$ 17.25	$ 379.50	$ 165.00	$ 544.50
ro	River Oats	Chasmanthium latifolium	1 gal, full, planted 24" o.c. or per plans	102	$ 11.75	$ 1,198.50	$ 339.66	$ 1,538.16
si	Shamrock Inkberry	Ilex glabra 'Shamrock'	3 gal, full, planted 36" o.c. or per plans	97	$ 20.75	$ 2,012.75	$ 485.00	$ 2,497.75
sp	Squaw Panicum	Panicum virgatum 'Squaw'	1 gal, full, planted 36" o.c. or per plans	59	$ 14.50	$ 855.50	$ 197.00	$ 1,052.50
thg	Tufted Hairgrass	Deschampia cespitosa	1 gal, full, planted 24" o.c. or per plans	148	$ 13.50	$ 1,998.00	$ 492.84	$ 2,490.84
	Mobilization, Freight and Preparation				$ -	$ -	$ -	$ 4,956.00
NOTE: QUANTITY SHOWN FOR Liriope spicata IS FOR FLATS OF 18							**SUBTOTAL**	**$ 33,616.95**
	East Gate							
	TIFTUF/Bermuda Grass	Cynodon dactylon	Pallet (504sf)	12,000Sf	$ 335.00	$ 8,375.00	$ 2,750.00	$ 11,125.00
	Nellie R. Stevens Holly Tree Form Standard 3 in.	Ilex x 'Nellie R. Stevens'	3" caliper full and balanced canopy, spaced per plans	15	$ 852.00	$ 12,780.00	$ 2,475.00	$ 15,255.00
	Little Henry Sweetspire	Itea virginica 'Sprich'	3 gal, full, planted 30" o.c. or per plans	98	$ 38.50	$ 3,773.00	$ 407.68	$ 4,180.68
	Loropetalum Crimson Fire	Loropetalum chinense var. rubrum 'PIILC-I' PP25,534	3 gal, full, planted 48" o.c. or per plans	32	$ 25.00	$ 800.00	$ 160.00	$ 960.00
	Indian Steel Indian Grass	Sorghastrum nutans	1 gal, full, planted 36" o.c. or per plans	69	$ 9.00	$ 621.00	$ 230.46	$ 851.46
	Mrs. Schillers Delight	Viburnum Obovatum	3 gal, full, planted 48" o.c. or per plans	89	$ 30.75	$ 2,736.75	$ 370.24	$ 3,106.99
	Deschampsia cespitosa	Tufted Hairgrass	1 gal, full, planted 24" o.c. or per plans	39	$ 9.00	$ 351.00	$ 195.00	$ 546.00
	Distylium x Bayou Bliss	Distylium	3 gal, full, planted 48" o.c. or per plans	39	$ 37.00	$ 1,443.00	$ 195.00	$ 1,638.00
	Distylium x Swing Low	Distylium	3 gal, full, planted 60" o.c. or per plans	65	$ 38.00	$ 2,470.00	$ 270.40	$ 2,740.00
	Mobilization, Freight and Preparation							$ 2,279.00
							SUBTOTAL	**$ 42,682.13**
OTHER SERVICES								
	Watering Bags (1 15-gal bag per 3" Nellie R. Stevens tree)			15				$ 750.00
	Year-Two Watering: Installation of Tree Diapers 36"			15				$ 2,012.25
Year-One Watering: Hand Watering Visits per City Specifications (Includes moisture readings to determine if watering is needed)				48	$ -	$ -	$ -	$ 23,760.00
							SUBTOTAL	**$ 26,522.25**
							TOTAL	**$ 102,821.33**
							P&P Bond	**$ 1,440.00**
							GRAND TOTAL	**104,261.33**

STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: March 23, 2026

AGENDA ITEM:

Request For Proposal 26-111: Mid Broadwell Road Culvert and Sidewalk Construction
Consideration and approval of the award of RFP 26-111 to Summit Construction & Development for Mid Broadwell Road Culvert and Sidewalk Construction with a contract term of three hundred and thirty (330) calendar days, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award RFP 26-111 for Mid Broadwell Road Culvert and Sidewalk Construction to Summit Construction & Development with a contract term of three hundred and thirty (330) calendar days, and an amount not to exceed $1,547,878.50, 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: $1,547,878.50
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
TSPLOST 2/ 33690200-579000	$1,547,878.50

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP 26-111 for Mid Broadwell Road Culvert and Sidewalk Construction. The procurement method selected is a Request for Proposals (RFP). The recommended vendor is Summit Construction & Development.

BACKGROUND

The Mid Broadwell Road culvert currently conveys a tributary of Foe Killer Creek (Tributary 7.1) and is located immediately west of Jennifer Oaks Drive. The culvert is in poor condition and does not meet the City's desired level of service. Previous hydraulic modeling indicates that the existing culvert provides capacity only for a 2-year storm event. Multiple repairs have been performed on the existing culvert, including lining the pipe with shotcrete, repeated repairs to the rubble headwall, remediation of multiple sinkholes caused by infiltration, and addressing severe downstream scour and erosion. The culvert was identified for replacement in the City's 2021 Stormwater System Assessment prepared by Lowe Engineers. Additionally, sidewalk gaps currently exist along Mid Broadwell Road between Bethany Road and the Mid Broadwell Road culvert. To improve pedestrian safety and provide safer access to Mid Broadwell Park, it is recommended that sidewalks be completed along Mid Broadwell Road between Jennifer Oaks Drive and Bethany Road.

On July 29, 2024, RFP 24-123 was awarded to Moffatt & Nichol for design services associated with the Mid Broadwell Road culvert replacement and sidewalk improvements. Upon completion of the project design, the Public Works Department initiated acquisition of the necessary easements and right-of-way required for construction. The

construction procurement process, as described below, has recently been completed, allowing the project to proceed to construction award. Construction funding for this project will be provided through TSPLOST 2.

PROCUREMENT METHOD

Request for Proposals (RFP): This method allows the City to seek a solution or service that is complex and/or requires customization. Unlike an Invitation to Bid (ITB), an RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach, innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFP, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

The focus of an RFP is multi-layered, but ultimately aims to select the best firm to fulfill a specific need within required time frame, considering both qualifications and cost.
As opposed to an ITB (Invitation to Bid), the RFP process allows for negotiations with firms after proposals have been evaluated. This flexibility allows the City to refine requirements, discuss terms, and potentially negotiate aspects of the contract (e.g. cost) before finalizing the award.

Because this City project involves a culvert replacement that requires closing Mid Broadwell Road for approximately two months, it was determined that the Request for Proposals (RFP) method was more appropriate than an Invitation to Bid. This procurement approach allows the Evaluation Committee to consider contractor qualifications and past experience, rather than relying solely on price, and to select a contractor that can confidently complete the culvert replacement within the required summer construction window. The goal is to ensure that Mid Broadwell Road is reopened to traffic before schools are back in session.

PROCUREMENT PROCESS

The Department of Public Works, with guidance from the Finance Department, prepared RFP 26-111 which was issued on January 15, 2026. RFP 26-111 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 904 vendor invites and 58 document takers. RFP 26-111 responses were received on February 19, 2026 and included proposals from 7 firms.

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Public Works Department evaluated the proposals based on the following criteria:

Phase 1 Evaluation Criteria

- Team Qualifications and Past Experience (35 points)
- Proposed Schedule (15 points)
- Cost Proposal (50 points)

Evaluation Committee members independently evaluated and scored each proposal for all criteria above, excluding cost. Upon completion of the independent evaluations, cost was added to the overall scoring, resulting in the following rankings:

Firm	Phase 1 Technical		
	Team Qualifications and Past Experience (35 Points)	Proposed Schedule (15 Points)	Total of Technical (50 Points)
Summit Construction & Development, LLC	33.83	13	46.83
DAF Concrete, Inc.	15.17	6.5	21.67

Backbone Infrastructure, LLC	18.67	12.5	31.17
OhmShiv Construction, LLC	24.5	2	26.5
Site Engineering Inc	30.33	0.5	30.83
R&B Developer, Inc	21	0.5	21.5
Complete Site, LLC	16.33	0.5	16.83

The Evaluation Committee invited the two firms with the highest technical scores to advance to Phase 2 (shortlist). Summit Construction & Development, LLC and Backbone Infrastructure LLC were the highest technical scoring firms. Phase 2 included committee interviews/demonstrations/presentations with the following criteria:

Phase 2 Evaluation Criteria

- Technical (50 points)
- Cost (50 points)

The Evaluation Committee met with Backbone Infrastructure and Summit Construction & Development on Wednesday March 4, 2026 and Thursday March 5, 2026, respectively. The committee members independently scored each firm based on the Phase 2 Evaluation Criteria. Upon completion of the independent evaluations, cost was added to the overall scoring resulting in the following rankings:

Firm	Phase 2 Technical			Phase 2 Cost Proposal		Total Scores (Technical + Cost)
	Team Qualifications and Past Experience (35 Points)	Proposed Schedule (15 Points)	Total of Technical (50 Points)	Proposed Cost	Cost Proposal (50 Points)	
Summit Construction & Development, LLC	33.83	13	46.83	$1,547,878.50	46.53	93.36
Backbone Infrastructure, LLC	18.67	12.5	31.17	$1,440,470.00	50	81.17

The following table provides the cumulative scoring for Phases 1 and 2.

Firm	Phase 1 (max of 100 Points)	Phase 2 (max of 100 Points)	Total (max of 200 Points)

Summit Construction & Development, LLC	78.96	93.36	172.32
Backbone Infrastructure, LLC	69.89	81.17	151.06

PROCUREMENT AWARD RECOMMENDATION

The Evaluation Committee recommends award of RFP 26-111 to Summit Construction & Development as the high-scoring proposal. The Evaluation Committee met with Summit Construction & Development on Monday March 9, 2026 to go over the project scope and the proposed Best and Final Offer (BAFO), and to ensure that city's expectations are clear for this project's construction. Summit Construction & Development has successfully completed multiple projects similar in scope to this project. The firm has performed culvert replacements both with and without road closures and has consistently reopened roadways to traffic ahead of designated deadlines established by the respective agencies. Summit Construction and Development articulated in their proposal as well as in their interview how their firm completed similar projects with similar time constraints and was very confident they could deliver a quality product given the schedule constraints associated with the project.

For this project, Mid Broadwell Road will be closed from May 26, 2026 through July 26, 2026, to facilitate the culvert replacement. This schedule has been discussed with Summit, and the contractor understands the urgency and importance of reopening the roadway no later than July 26, 2026, to ensure normal traffic operations prior to the start of the school year. Based on Summit’s experience and successful performance on similar projects, the Evaluation Committee is confident that Summit will complete the culvert replacement and reopen Mid Broadwell Road to traffic before schools are back in session. The cost proposed by Summit is considered reasonable and aligns with the construction cost estimate previously prepared for the City by the design consultant, Moffatt & Nichol.

ALTERNATIVES:

Do not award the project for construction, and it could be postponed to a future date for re-advertisement and consideration.

ATTACHMENTS:

1. RFP 26-111 Summit Cost Proposal_BAFO
2. 26-111 SUMMIT CONSTRUCTION CONTRACT

CITY OF ALPHARETTA SCHEDULE OF ITEMS (LIST OF MATERIALS)	
RFP 26-111 Mid Broadwell Culvert and Sidewalk Construction	
Contractor's Name:	Summit Construction & Development LLC

Instructions for completing this form:

1. This form MUST be used to submit cost proposal.
2. Complete all the fields. See end of this page as well for proposal authorization and contact info.
3. Verify all amounts entered. This form will be used for the project award.
4. Enter Unit Price. Form will calculate the Item Price by multiplying Estimated Quantity by Unit Price entered.

TOTAL		
Mid Broadwell Culvert and Sidewalk Construction	$	1,547,878.50

By completing and submitting this cost proposal form in response to the City of Alpharetta's RFP 26-111, Mid Broadwell Road Culvert and Sidewalk Construction, Contractor certifies that:

A. Contractor has carefully read and understands proposal Documents;

B. Contractorhas visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;

C. Contractor has correlated personal observations with requirements of proposal Documents;

D. Contractor understands that proposal may not be withdrawn within Sixty (60) days after RFP due date, and Contractor guarantees that the City has the right to waive informalities and irregularities in proposals received and to accept proposal which, in City's judgment, is in City's own best interests.

Contractor Name:	Summit Construction & Development LLC
Address:	6991 Peachtree Industrial Blvd, Bldg 700, Peachtree Corners GA 30092
Name(s) and Title(s) of Authorized Signer(s):	Ruben Bucio Duran, Preisdent
Contact Info - Phone Number:	770-413-0093
Contact Info - Email Address:	contracts@summitcd.com

Mid Broadwell Road Culvert and Sidewalk Construction					
RFP 26-111 Schedule of Items (List of Materials)_ REVISED 02.13.26					
Contractor Name:		Summit Construction & Development LLC			
Item Number	Item Description	Unit	Unit Cost	Quantity	Item Price
1	GRADING COMPLETE	LS	$ 489,664.38	1	$ 489,664.38
2	TRAFFIC CONTROL	LS	$ 49,350.00	1	$ 49,350.00
3	CHANGEABLE MESSAGE SIGN	EA	$ 4,500.00	2	$ 9,000.00
4	CONCRETE VALLEY GUTTER, 6 IN	SY	$ 78.00	529	$ 41,262.00
5	CONCRETE SIDEWALK, 4"	SY	$ 54.00	866	$ 46,764.00
6	CONCRETE CURB & GUTTER, 6" X 24", TP 2	LF	$ 28.00	1606	$ 44,968.00
7	DECORATIVE HANDRAIL	LF	$ 69.00	280	$ 19,320.00
8	RECYCLED ASPH CONC, 12.5 MM SUPERPAVE	TN	$ 300.00	24	$ 7,200.00
9	RECYCLED ASPH CONC, 19 MM SUPERPAVE	TN	$ 190.00	64	$ 12,160.00
10	GR AGGR BASE CRS, INCL MATL	TN	$ 40.00	310	$ 12,400.00
11	CLASS A CONCRETE, INCL REINFORCING STEEL (HEADWALLS AND WINGWALLS)	CY	$ 1,050.00	54	$ 56,700.00
12	FOUNDATION BACKFILL MATL, TYPE II	CY	$ 115.00	107	$ 12,305.00
13	CLASS A CONCRETE INCL REINF STEEL (TURNDOWN)	CY	$ 1,050.00	55	$ 57,750.00
14	CURB CUT WHEELCHAIR RAMP TYPE D	EA	$ 1,250.00	1	$ 1,250.00
15	CURB CUT WHEELCHAIR RAMP TYPE B	EA	$ 1,250.00	1	$ 1,250.00
16	SIDE DRAIN PIPE, 18" RCP	LF	$ 74.00	113	$ 8,362.00
17	STORM DRAIN PIPE, 18"	LF	$ 78.00	70	$ 5,460.00
18	STORM DRAIN PIPE, 24"	LF	$ 95.00	55	$ 5,225.00
19	STORM DRAIN PIPE, 96"	LF	$ 1,650.00	55	$ 90,750.00
20	CONCRETE SPILLWAY	EA	$ 2,000.00	3	$ 6,000.00
21	DROP INLET, GROUP 1- Double grate	EA	$ 5,500.00	1	$ 5,500.00
22	STN DUMPED RIP RAP, TP 3, 18 IN (St-Rp)	SY	$ 80.00	50	$ 4,000.00
23	PLASTIC FILTER FABRIC	SY	$ 5.50	50	$ 275.00
24	REMOVE WOOD FENCE	LF	$ 10.00	250	$ 2,500.00
25	RELOCATE ELECTRICAL BOX	EA	$ 1,500.00	1	$ 1,500.00
26	ADJUST WATER METER TO GRADE	EA	$ 950.00	5	$ 4,750.00
27	ADJUST TELECOM MANHOLE TO GRADE	EA	$ 2,500.00	1	$ 2,500.00
28	ADJUST GAS METER TO GRADE	EA	$ 2,500.00	1	$ 2,500.00
29	ADJUST TELECOM METER TO GRADE	EA	$ 2,000.00	1	$ 2,000.00
30	RELOCATE TELECOM FACILITY CONDUIT	LF	$ 45.00	194	$ 8,730.00
31	RESET FENCE	LF	$ 25.00	250	$ 6,250.00
32	REMOVE HIGHWAY SIGN, STD	EA	$ 150.00	6	$ 900.00
33	RESET SIGN	EA	$ 150.00	14	$ 2,100.00
34	AGRICULTURAL LIME	TN	$ 450.00	2	$ 900.00
35	FERTILIZER MIXED GRADE	TN	$ 100.00	0.3	$ 30.00
36	FERTILIZER NITROGEN CONTENT	LB	$ 1.65	50	$ 82.50
37	TEMPORARY GRASSING (Ds2)	AC	$ 740.00	0.5	$ 370.00
38	MULCH (Ds1)	TN	$ 450.00	12	$ 5,400.00
39	STEEL BACKED TIMBER GUARDRAIL ANCHOR	EA	$ 12,271.60	4	$ 49,086.40
40	STEEL BACKED TIMBER GUARDRAIL	LF	$ 172.20	80	$ 13,776.00
41	CONSTRUCT OF COMPOST SOCK CHECK DAM (Cd-FS)	LF	$ 14.32	50	$ 716.00
42	CONSTRUCT & REMOVE SILT CONTROL TP 1 (Rt-Sg1)	EA	$ 650.00	2	$ 1,300.00
43	CONSTRUCT & REMOVE SILT CONTROL TP 3 (Rt-Sg3)	EA	$ 875.00	1	$ 875.00
44	CONSTRUCT & REMOVE INLET SEDIMENT TRAP (Sd2-P)	EA	$ 220.00	9	$ 1,980.00
45	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (Sd1-NS)	LF	$ 0.50	235	$ 117.50
46	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (Sd1-S)	LF	$ 1.40	1,390	$ 1,946.00
47	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	$ 1.92	50	$ 96.00
48	MAINTENANCE OF SILT CONTROL TP 3 (Rt-Sg3)	EA	$ 150.00	1	$ 150.00
49	MAINTENANCE OF SILT CONTROL TP 1 (Rt-Sg1)	EA	$ 150.00	2	$ 300.00
50	MAINTENANCE OF INLET SEDIMENT TRAP (Sd2-P)	EA	$ 25.00	9	$ 225.00
51	TYPE B TREE FENCE	LF	$ 8.50	323	$ 2,745.50
52	TYPE C TREE FENCE	LF	$ 3.57	756	$ 2,698.92
53	SOD (Ds4)	SY	$ 10.00	1,600.0	$ 16,000.00
54	MULCH (Ds4)	SY	$ 12.50	900.0	$ 11,250.00
55	SLOPE STABILIZATION (SS)	SY	$ 8.60	15	$ 129.00
56	TEMPORARY SILT FENCE TP A (Sd1-NS)	LF	$ 2.41	470	$ 1,132.70
57	TEMPORARY SILT FENCE TP C (Sd1-S)	LF	$ 4.72	2,780	$ 13,121.60
Waterline Relocation					
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	$ 2.80	150	$ 420.00
500-3001	CLASS AA CONCRETE, HES	CY	$ 2,000.00	2	$ 4,000.00
600-0001	FLOWABLE FILL	CY	$ 350.00	5	$ 1,750.00
611-8120	ADJUST WATER METER BOX TO GRADE	EA	$ 450.00	1	$ 450.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	$ 450.00	1	$ 450.00
670-1060	WATER MAIN, 6 IN (DIP, CL350)	LF	$ 65.00	40	$ 2,600.00
670-1080	WATER MAIN, 12 IN (DIP, CL350)	LF	$ 160.00	127	$ 20,320.00
670-2500	INSERTION VALVE (12 IN)	EA	$ 22,000.00	2	$ 44,000.00
670-2700	ABANDONMENT OF WATER VALVES	EA	$ 950.00	1	$ 950.00
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	EA	$ 13,500.00	1	$ 13,500.00
670-4000	FIRE HYDRANT	EA	$ 9,500.00	1	$ 9,500.00
670-5000	WATER SERVICE LINE (1-1/2")	LF	$ 69.00	10	$ 690.00
670-5010	WATER SERVICE LINE, 1 IN	LF	$ 52.00	10	$ 520.00
670-5020	WATER SERVICE LINE, 2 IN	LF	$ 75.00	10	$ 750.00
670-5620	WATER SERVICE LINE, 3/4 IN	LF	$ 48.00	10	$ 480.00
670-9900	REMOVE EXIST WATER METER, INCL BOX	EA	$ 485.00	1	$ 485.00
670-1600	CUT & PLUG EXISTING WATER MAIN	EA	$ 850.00	2	$ 1,700.00
670-2002	VALVE MARKER (Per Fulton County Construction Detail)	EA	$ 120.00	2	$ 240.00
	MISCELLANEOUS CONSTRUCTION	LS	$ 300,000.00	1	**$ 300,000.00**
TOTAL					**$ 1,547,878.50**

By completing and submitting this cost proposal form in response to the City of Alpharetta's RFP 26-111, Mid Broadwell Road Culvert and Sidewalk Construction, Contractor certifies that:

A. Contractor has carefully read and understands proposal Documents;

B. Contractorhas visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;

C. Contractor has correlated personal observations with requirements of proposal Documents;

D. Contractor understands that proposal may not be withdrawn within Sixty (60) days after RFP due date, and Contractor guarantees that the City has the right to waive informalities and irregularities in proposals received and to accept proposal which, in City's judgment, is in City's own best interests.

Contractor Name	Summit Construction & Development LLC
Address:	6991 Peachtree Industrial Blvd, Bldg 700, Peachtree Corners GA 30092
Name(s), Title(s) Authorized Signer(s):	Ruben Bucio Duran, Preisdent
Contact Info - Phone Number:	770-413-0093
Contact Info - Email Address:	contracts@summitcd.com

CONTRACT FOR SERVICES
MID BROADWELL CULVERT AND SIDEWALK CONSTRUCITON

This Contract for Services (hereinafter, "Contract") for the City of Alpharetta is made and entered into and is effective upon execution, by and between, **SUMMIT CONSTRUCTION & DEVELOPMENT LLC,** a Georgia limited liability company with its principal office located at 6991 Peachtree Industrial Blvd., Building 700, Peachtree Corners, GA 30092 (hereinafter, "CONTRACTOR"), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 26-111, dated January 16, 2026 (the "RFP"), including plan set and any addenda thereto, and the Contractor's Proposal, dated February 19, 2026, all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.

2. Scope of Services. The Contractor's duties and scope of services (the "Work") and, in general, include the following: all labor, material, and equipment for the complete construction of the Mid Broadwell culvert & sidewalk construction, along Mid Broadwell Road between Jennifer Oaks Drive and Bethany Road. within the City of Alpharetta.

3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **ONE MILLION FIVE HUNDRED FORTY-SEVEN THOUSAND, EIGHT HUNDRED SEVENTY-EIGHT DOLLARS AND 50/100 ($1,547,878.50)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the Proposal, as further supplemented, or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

   Invoices shall be submitted to:

   City of Alpharetta
   Public Works Department
   1790 Hembree Road
   Alpharetta, Georgia 30009
   Attn: Scott Campbell

   sjcampbell@alpharetta.ga.us

   Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an

invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete and/or for any liquidated damages due to the City. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Services and Final Completion.

(a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.

(b) Final Completion. When all the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice(s) as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.

i. Time for Performance and Contract Term. The City will issue a Notice to Proceed.

a. The Contractor shall promptly commence the Work with adequate force and equipment as set forth in each Notice to Proceed or otherwise in the Contract. Contractor shall **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) **within three hundred thirty (330) calendar days** following receipt of the Notice to Proceed.

ii. Liquidated Damages. Liquidated damages will apply at a rate of $1,500 per day. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the City for liquidated damages for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and liable to the City for liquidated damages per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract, as applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

(c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.

(d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

(a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 16 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

7. Representations and Warranties. Contractor represents and warrants that:

(a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Workers' Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

ii. Commercial General Liability: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate comprehensive/extended/ enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage

to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

iii. Commercial Automobile Liability (owned, non-owned, hired): $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

iv. Commercial Umbrella Liability Coverage: $1,000,000 (one million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

11. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.

12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of

the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

Summit Construction & Development, LLC
6991 Peachtree Industrial Blvd., Building 700
Peachtree Corners, GA 30092
Attn: Isaac Amanfo
770-413-0093
iamanfo@summitcd.com

(b) If to the City, at the following address:

City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
Attention: Scott Campbell
678-297-6200
sjcampbell@alpharetta.ga.us

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Molly Esswein
678-455-7150
messwein@jarrard-davis.com

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

17. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

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

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

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

18. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.

(k) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this

Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental, or sovereign immunity afforded or available pursuant to Georgia Statutes.

(p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

(q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

[SIGNATURES BEGIN ON NEXT PAGE]

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

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

_____

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Jennifer McCall, City Attorney

SUMMIT CONSTRUCTION & DEVELOPMENT, LLC

By: _____

Ruben Bucio Duran, President

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: March 23, 2026

AGENDA ITEM:

Request For Proposal 26-109: North Park Lighting Project with Land and Water Conservation Fund Grant Funding

Consideration and approval of the award of RFP 26-109: North Park Lighting Project with LWCF Grant Funding to PSG Energy Services, LLC in an amount totaling $739,809.41 for pole and light replacement on North Park rectangular fields 1-4, NMML field, and tennis/pickleball courts, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Recommend the Mayor and City Council approve the award of contract to PSG Energy Services, LLC for RFP 26-109 North Park Lighting Project with LWCF Grant Funding pole and light replacement on North Park softball fields 1-4 and light replacements on rectangular fields, NMML field, tennis/pickleball courts, and to permit 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: $739,809.41

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LWCF Grant (North Park Lighting) 34061150-541500-G2507	$369,905
LWCF Match (North Park Lighting) 30161150-541500-G2507	$369,905

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LWCF Grant (North Park Lighting) 34061150-331310-G2507	$369,905
-	$0.00

ITEM DESCRIPTION:

Background:

Due to the age and quality of the lights on the fields included in the scope, and age and condition of the existing wooden poles on fields 1-4, the City of Alpharetta requested RFP 26-109 North Park Lighting Project with LWCF Grant Funding proposals from contractors qualified to provide lighting upgrades to the athletic facilities at certain fields within the City's North Park, located at 13450 Cogburn Road, Alpharetta, GA.

The project includes replacement of poles (24) and lights (228 fixtures) on North Park softball fields 1-4, and lights on multipurpose turf field, Miracle League Adaptive Field, and tennis/pickleball courts; to replace existing wooden light poles with concrete pole system and to upgrade lighting fixtures to LED. The project scope addresses removal and disposal of existing wooden poles, installing new concrete poles, and updating the current lighting to LED fixtures to no less that Class IV lighting level. Required design and permitting should also be included.

This project detail in RFP 26-109 is funded (in part) with Land and Water Conservation Fund (LWCF) grant funds, requiring the awarded contractor to adhere to all qualifying requirements through the project duration.

Procurement Statistics:

1. Vendor invitations sent:
    a. Bonfire: 86
    b. State, Georgia Procurement Registry: 773
2. PSG proposal attached with cost sheet.
3. Contract draft attached; reviewed and approved by our legal team and by the vendor.
4. We had four responses, but only two of those were responsive and responsible proposals. (Of those eliminated from scoring, one was offering a different type of pole than the requested concrete poles, and one was well beyond our budget.) Scoring matrix for the two remaining proposals is listed below:

Firm	Total Cost	Points Awarded	Technical Proposal, Quality	Total Score
PSG Energy Services, LLC	$739,809.41	30.00	58.33	88.33
Qualite Sports Lighting	$910,805.00	24.37	55.00	79.37

Recommendation Explanation:
PSG Energy Services, LLC put forth a proposal that scored highest out of the two submitted, and is therefore recommended to be the service provider for requested RFP 26-109 North Park Lighting Project with LWCF Grant Funding.

ALTERNATIVES:

Deny approval and resubmit through the RFP process.

ATTACHMENTS:

1. RFP 26-109 Scope of Work-Submittal Info
2. 26-109 North Park Lighting- Record of Receipt
3. City of Alpharetta- PSG Response- SOW
4. 26-109 PSG Energy Svcs Contract
5. RFP 26-109 Ranking and Cost

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **26-109**
RFP Title: **North Park Lighting Project**

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The "No Communication" period starts on the issue date, December 11, 2025, of this Request for Proposals (RFP) and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

No person or company, their employees, representatives, agents, attorneys, etc. will contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from consideration and review.

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the designated Procurement Agent and the sole point of contact for this RFP on behalf of the City. Proposers must direct all questions and comments exclusively through the **Opportunity Q&A tab** prior to the posted Question Due Date on the Bonfire project webpage.

Link to Bonfire: https://cityofalpharetta.bonfirehub.com/

All official communication will be provided through the Bonfire project webpage and Consultants are responsible for monitoring the Bonfire webpage for any status updates, addenda, or the final bid award notice. Direct communication with any other City staff regarding this RFP is not permitted and may result in disqualification.

Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Debora Westbrook, Procurement Agent

3. Please Note: To all current and previous City of Alpharetta vendors, contractors, and consultants.

Regardless of any previous relationship with our City, you must build out your proposal as requested in this RFP.

Do not neglect to provide requested information or details requested simply because you expect that we already know your work.

Your response to this procurement will be reviewed and evaluated solely on the information provided in your response.

4. RFP Schedule of Events

A. **Proposal Close Date, Deadline for Submissions: January 15, 2025, 10:00 AM ET.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.

B. Link to Bonfire Project Web Page: https://cityofalpharetta.bonfirehub.com/ .

This project web page has the important dates and all project documents for this RFP.

C. No pre-proposal meetings or site visits will be held by the City. North Park is open to the public. The address is:

13450 Cogburn Rd
Alpharetta, GA 30004

Appendix A, North Park Field Maps, at the end of this document, show the locations of the fields and existing wooden poles to be replaced.

D. Enter all questions, comments, requests for information before the Questions Due Date using ✉ **Message – Opportunity Q&A** at the Bonfire project web page.

E. In each question, clearly note the RFP document and section that is in question. We will share any changes or added information from the City by a written addendum publicly posted online with the project procurement documents. Anything assumed as a change that was only communicated in email or verbally does not qualify as a change to the project or procurement information.

F. It is your responsibility to check the project web page for any addenda, other information, status updates, or other messages before finally uploading a proposal. You must respond using any updated information.

G. No public openings are held for an RFP. Review the Bonfire project site after proposal submission deadline for the Record of Receipt to be posted with other project files. It will post after the City's administrative review has been completed.

5. Our Review of Proposals and Review Criteria:

A. The City will make investigations as we feel necessary to make sure of the Proposer's ability to provide the supplies or perform the work or services detailed in this RFP.

B. We will first review all proposals to be sure that each proposal includes the basic requirements and information.

C. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is required will be removed from further review and scoring.

D. The Review Team will only receive correct proposals for further evaluation and scoring.

E. Proposals will be scored based on the evaluation criteria noted herein. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.

F. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us, may be asked to

set-up a site visit, or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.

Evaluation Criteria	Maximum Points
Technical Approach	30
Experience, Past Performance, References	20
Schedule/Timeline	10
Project Management, Risk Mitigation, and Grant Management	10
Cost Proposal	30
Total Maximum point score	***100***

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta (City) is requesting proposals from Proposers qualified to provide lighting upgrades to certain fields/courts within our City's North Park, located at 13450 Cogburn Road, Alpharetta GA.

Our intent for North Park Softball Fields 1 – 4, North Park Turf Field 1, North Park Miracle League Adaptive Field, and North Park Tennis/Pickleball Courts is to replace existing wooden light poles (North Park Softball Fields 1-4) with concrete poles and to upgrade existing lighting fixtures to LED (all fields).

This project is funded (in part) with Land & Water Conservation Fund (LWCF) grant funds; requiring the awarded Proposer to adhere to all qualifying requirements through the project duration (see Section 2 and Appendix B for more information).

Proposers must comply with all requirements for bonding, insurance, licensing, etc.

The project scope will address the following: removal and deposal of existing wooden poles, installing new concrete poles, and updating the current lighting fixtures to LED fixtures providing no less than a Class IV lighting level for our customers. Required design and permitting should also be included.

2. Grant Related Requirements

By submitting a response to this RFP, the Proposer acknowledges that the scope of work requested herein will be funded by federal grant assistance from the U.S. Department of

the Interior – National Park Service through the Georgia Department of Natural Resources Land and Water Conservation Fund Grant (the "Grant"). The Proposer agrees to comply with and perform the work in accordance with all applicable federal, state, and local laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the requirements, terms, and conditions set forth in the RFP 26-109 Contract Draft posted as a separate document (Information and Contract T&C.pdf) for your review. Additionally, **Appendix B** included herein details applicable Grant requirements.

3. Contract Draft Review

In Information and Contract T&C.pdf document, Appendix D, posted separately, includes the Contract draft that we intend to present to Council with any contract award recommendation. All Proposers must review the draft and agree to the terms with RFP response, or must include in their submitted proposal a separate section with any contract exceptions.

4. Scope of Work

A. Technical Approach

Provide a plan for:

i. Removal of existing wooden poles and light fixtures.

ii. Installation of new concrete poles with LED fixtures at the current field configuration and pole height (detailed herein) that provide the requested Class IV illumination for each field/court per Georgia High School Association (GHSA) Light Standards.

iii. The pole replacement plan must be a pole for pole approach to cause the least amount of disturbance at the park.

iv. The lighting fixture replacement plan is expected to use a one for one replacement plan unless the vendor can produce the required level of Class IV lighting with fewer fixtures.

Specifications for LED Lighting:

The purpose of these specifications is to define the lighting system performance and design standards for LED Lighting Systems. The Proposer will supply the lighting systems to meet or exceed the Class IV lighting standards set forth herein. Work covered by this section of the specifications shall conform to contract documents, engineering plans, as well as state and local codes.

i. The lighting systems will be for the following venue(s):

- North Park Softball Fields 1-4/North Park Miracle League Adaptive Field (Class IV- Recreation play).
- North Park Turf Field 1 (Class IV football, Lacrosse, soccer).
- North Park Tennis/Pickleball Courts (Class IV Recreation Play).

ii. Lighting:

Color temperature	5000K
Lumen	62000-72500LM
Input Power	500W
Waterproof Rating	WET(IP65)
Minimum Warranty Period	5 years

iii. Poles:

a. Concrete poles shall be designed/manufactured in accordance with:
   1) ASTM-C1089 (American Society for Testing and Materials): Standard Specification for Spun Cast Prestressed Concrete Poles (latest revision).
   2) Poles shall be designed and constructed with all wiring and grounding concealed within the pole. Any apertures such as handholes, couplings, wiring apertures, etc. shall be cast into the pole during the manufacturing process.
   3) All cable entry holes to follow approval drawings and be free from sharp edges for passage of electrical wiring.
   4) 3″ x 12″ or 4″ x 10″ conduit opening centered below grade (or as specified).
   5) A 3.5″ x 10.5″ high density, cast, zinc handhole frame with a flush zinc cover (location as specified).
   6) Wiring aperture for a pre-wired cross arm to be suitable for the diameter of the pole and dependent on the driver location within the assembly design.
   7) Poles to be grounded by #6 stranded copper wire.
   8) All poles shall be provided with a fish wire to facilitate cable installation.
   9) Concrete
      (a) 28-day compressive strength of 9,500 psi.
      (b) TYPE I or TYPE I0 as per ASTM-C150.
      (c) Minimum ¾″ concrete coverage between reinforcing steel and pole surfaces.
      (d) Water reducers, retarders, or accelerating admixtures shall conform to ASTM-C494. Air entrainment and efflorescence control shall also be used.
   10) Internal Caging
      (a) Deformed Reinforcing Steel- Grade 75 rebar as per ASTM-A615 and CSA G30.12.

(b) Prestressing Steel- Uncoated to ½" 270 k.s.i.-7- wire, stress relieved strand as per ASTM-A416 and CSA G279.

(c) Spiral Reinforcement- Conform to ASTM-B240 and not be less than either 0.128" or 0.148" diameter (depending on the class).

11) Prestressing steel reinforcement to be stressed to a maximum of 70% ultimate capacity.
12) Molds to be spun 300-350 rpm for 6-15 minutes.
13) Poles manufactured to have a continuous taper of 0.18" per foot of length.
14) A concrete cylinder test shall be performed for each 100 cubic yards of concrete poured.

North Park Field Maps (Appendix A):

Appendix A, entitled "North Park Field Maps" and included herein, contains park maps with field and lighting locations noted.

North Park Softball Fields 1-4: 24 existing wooden Light Poles
• Removal of 24 existing wood poles; replace with 24 concrete poles.   o Pole length = minimum of 80 feet (minimum of 70 feet above ground). • Replace existing fixtures with 134 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).
North Park Turf Field 1: 4 existing Poles
• Replace existing fixtures with 40 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).
North Park Miracle League Adaptive Field: 4 existing Poles
• Replace existing fixtures with 12 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).
North Park Tennis/Pickleball Courts: 27 existing Poles
• Retrofit existing 27 poles with 42 LED Lamps (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).

B. **Replacement Schedule / Timeline**

Provide a project schedule, including material-ordering lead times, to facilitate completion of the project based on the following prioritization:

- Priority 1 = North Park Softball Fields 1-4.
- Priority 2 = North Park Turf Field 1.
- Priority 3 = North Park Miracle League Adaptive Field.
- Priority 4 = North Park Tennis/Pickleball Courts.

C. **Project Management, Risk Mitigation, and Grant Management**

In each Proposal provide:

- Project Management and Risk Mitigation
  - Provide a description of the project team structure — who will manage, supervise, and perform the work.
    - Provide an organizational chart identifying the project manager as the City's single point of contact and showing relationships between key personnel, subcontractors, and the City.
    - Define roles and responsibilities (e.g., project manager, site superintendent, quality manager, safety officer).
    - Identify the chain of communication and decision-making authorities.
  - Provide a baseline schedule showing major tasks, durations, and dependencies.
  - Identify specific project risks, both technical and administrative (e.g., delays in permitting, material shortages, long lead times, adverse weather, subcontractor performance, grant reporting).
    - For each risk, outline a mitigation strategy, including contingency actions, responsible personnel, and proactive monitoring.
- Grant Management

  As previously noted, this project will be funded by federal grant assistance from the U.S. Department of the Interior – National Park Service through the Georgia Department of Natural Resources Land and Water Conservation Fund Grant (LWCF Grant). **Appendix B** included herein details applicable Grant requirements.

  Because LWCF projects have strict documentation and audit requirements, the Proposer should include:

  - Provide a detailed plan of how the Proposer will comply with each of the provisions included in **Appendix B**.
    a. Include procedures for recordkeeping, submittals, and federal grant compliance.
    b. How will you assist the City with as-built documentation, final inspections, and grant closeout materials?
    c. Explanation of how schedule updates and progress reports will be provided to the City for LWCF Grant oversight.
  - Examples of prior experience assisting municipalities with federal grant audits.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.

1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.

1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.

1.6. You can update your proposal at any time until the closing time.

1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.

1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.

1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.

1.10. Pay attention to the type and number of files we have asked you to upload.

1.11. The largest upload file size is 1000 MB.

1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.

1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

❖ Each proposal must follow these document formats.

- Failure to follow these formats will reduce our review team's ability to evaluate and may result in a lower proposal score or in complete removal of a proposal from scoring.

- Format your document text using the following outline. Excluded from noted formatting are cover pages, section separators, company logos, photos, charts, and headers.
    - formatted to single space lines,
    - 10 to 12-point font size,
    - black font color, and
    - upload proposal documents in PDF format unless otherwise requested.
    - OK, but not necessary, to bookmark PDF files by sections included.

3. Proposal Submittal Instructions

What We Want You To Provide To Us In Your Proposal

- We have outlined information to be submitted in this technical portion of your response.
- The following are required sections for each proposal submitted in response to our request.
- For each section there are certain topics listed to be included within each section.
- Evaluation criteria maximum review points are provided with sections that will be scored.
- Each section must begin on a new page.
- Each proposal must be responsive to all requested information.
- Note and follow any direction concerning page number limits.

Cover Letter

Required but not scored.

Limited to two (2) page maximum.

A. Provide a brief company introduction and business profile.

B. Include the following information:

i. Brief business profile.

ii. Office Location.

iii. Number of years in business.

iv. Single point of contact for your proposal

- Name, including business title,
- mailing address,
- telephone number, cell phone number, and
- e-mail address.

Technical Approach

30 Review Points

Limited to four (4) page maximum.

Response must follow instructions and supply information based on Section 3 Scope of Work (subsection A; pages 4 – 6 of this document).

Experience, Past Performance, References

20 Review Points

Limited to four (4) page maximum.

i. Provide examples of your experience and past performance with projects similar in scope and size to the our project defined in the RFP.
ii. For your firm's proposed key team members, provide a summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area provided for all key personnel who will be involved with any aspects to perform the services requested.
iii. Provide at least three (3) references from the last three years where your company provided services as detailed in this document:
    - Provide contact name, phone number, and email address for each reference provided.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

Replacement Schedule/Timeline

10 Review Points

Limited to two (2) page maximum.

Response must follow instructions and supply information based on Section 3 Scope of Work (subsection B; page 6 of this document).

Project Management, Risk Mitigation, and Grant Management

10 Review Points

Limited to three (3) page maximum.

Response must follow instructions and supply information based on Section 3 Scope of Work (subsection C; page 7 of this document).

Contract Draft Review

Not scored but required, considered Pass/Fail.

No page limit, but remarks should be concise and include contract draft reference sections, if any.

i. Review contract draft found in Information and Contract T&C.pdf document, Appendix D, posted separately. In response to this section in your proposal, include either:
   a) a statement that your company has reviewed the contract draft and approves the draft as presented, or
   b) a list of contract draft exceptions and any alternate language. Specific contract sections must be noted. Exceptions should be as brief and concise as possible.

4. Cost Proposal

30 Review Points

Do not include Cost proposal with other Proposal documents.

- Submit a detailed Cost Proposal separately at indicated Requested Information at the project's Bonfire site.
  - See Scope of Work and Deliverables at pages 4 – 7 of this document.
  - Cost proposal to cover all necessary plans; engineering, labor, materials, equipment, etc., whatever is needed for the Proposer to complete this work.

5. Required Forms:

- We have provided three required forms. You must complete these forms and return to us with every proposal.
- Below are the required forms for all proposals:
  a) **IRS Form W-9**
  b) **Bidder's Disclosures and Certifications**
  c) **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
  - ⊗ No A, B, C's.
  - ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
  - ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Proposer – your company.
- Name of Project – Same as RFP title.
- Date, City, and State – when and where this form was signed.
- Signature of Authorized Officer or Agent – to be signed.

- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal.

- ***E-Verify side note*:** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
- State of Georgia law requires that we have this completed form before we can review a bid or bid.
- A form with errors doesn't fulfill this requirement.
- Top mistakes include:
  - Wrong number or missing information.
  - Not notarized.
  - Not signed.
  - Wrong form returned.

6. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

You will fill out the questionnaire provided.

Questionnaire response types are as follows:

- Authorized signer.
  - For Corporations (President or Vice President) or
  - For LLCs (Member of the LLC) for contract execution in DocuSign: Name, corporate title ('Member' for LLC), email address.
  - Response Type: text entry.
- For Corporations only, Secretary or Assistant Secretary to attest to signing for contract execution in DocuSign:
  - Name, business title, email address, (if not a corporation, enter N/A).
  - Response Type: text entry.
- Contact for legal notices-needed for contracting:
  - Business name and mailing address, contact name.
  - Response Type: text entry.

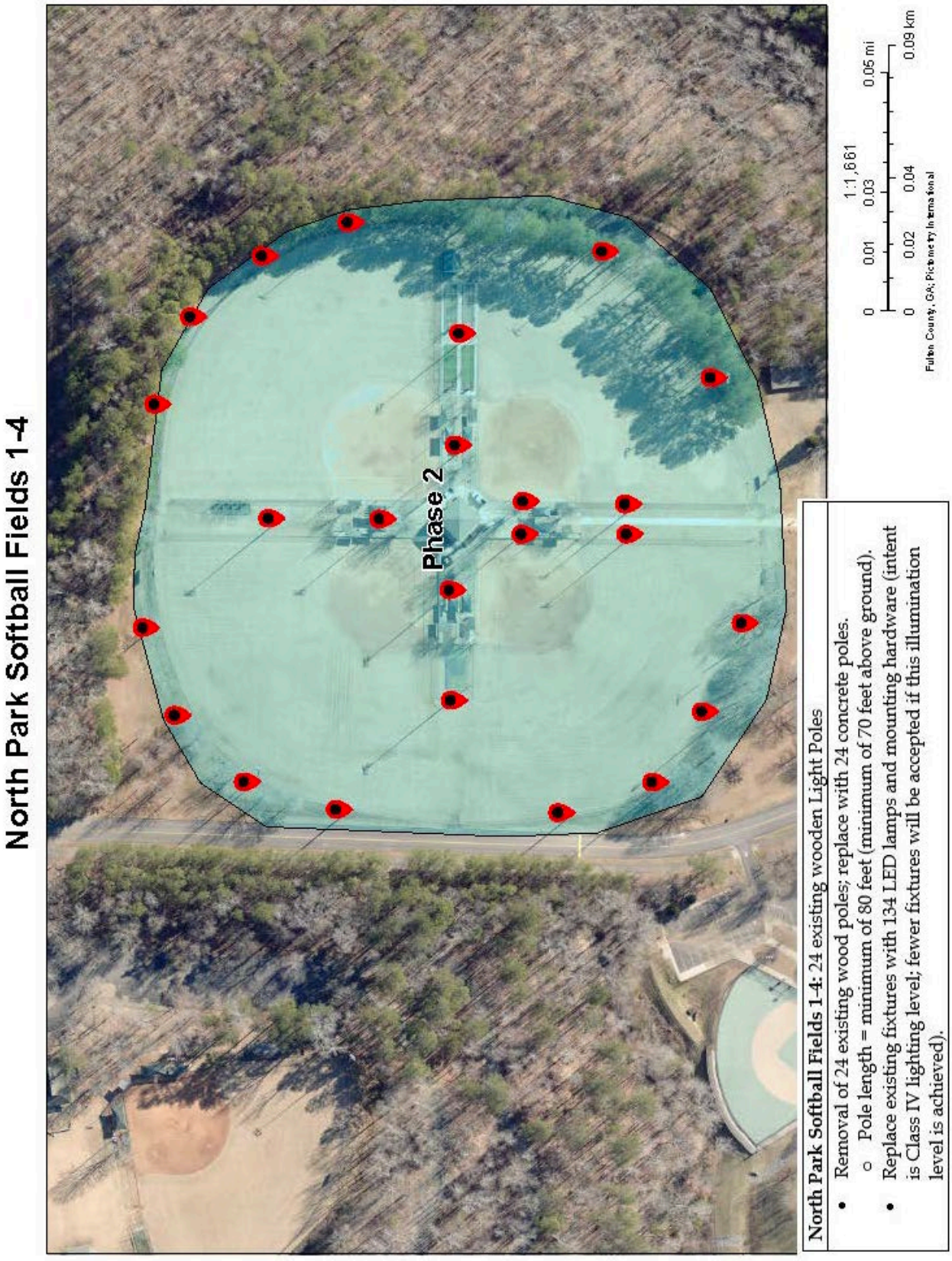
- Unique Entity ID / identifier used at SAM.gov,
    - Response Type: alphanumeric entry.
- Note the Employee-Number Category for your company (all locations).
    - Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Acknowledge Addenda,
    - enter the number of addenda received: 0, 1, 2, etc.
- Acknowledge Insurance Requirement,
    - Response Type: Yes, No entry.
- Acknowledge Payment & Performance Bonds, Retainage
    - Response Type: Yes, No entry.
- Acknowledge Granting agency requirements,
    - Response Type: Yes, No entry.

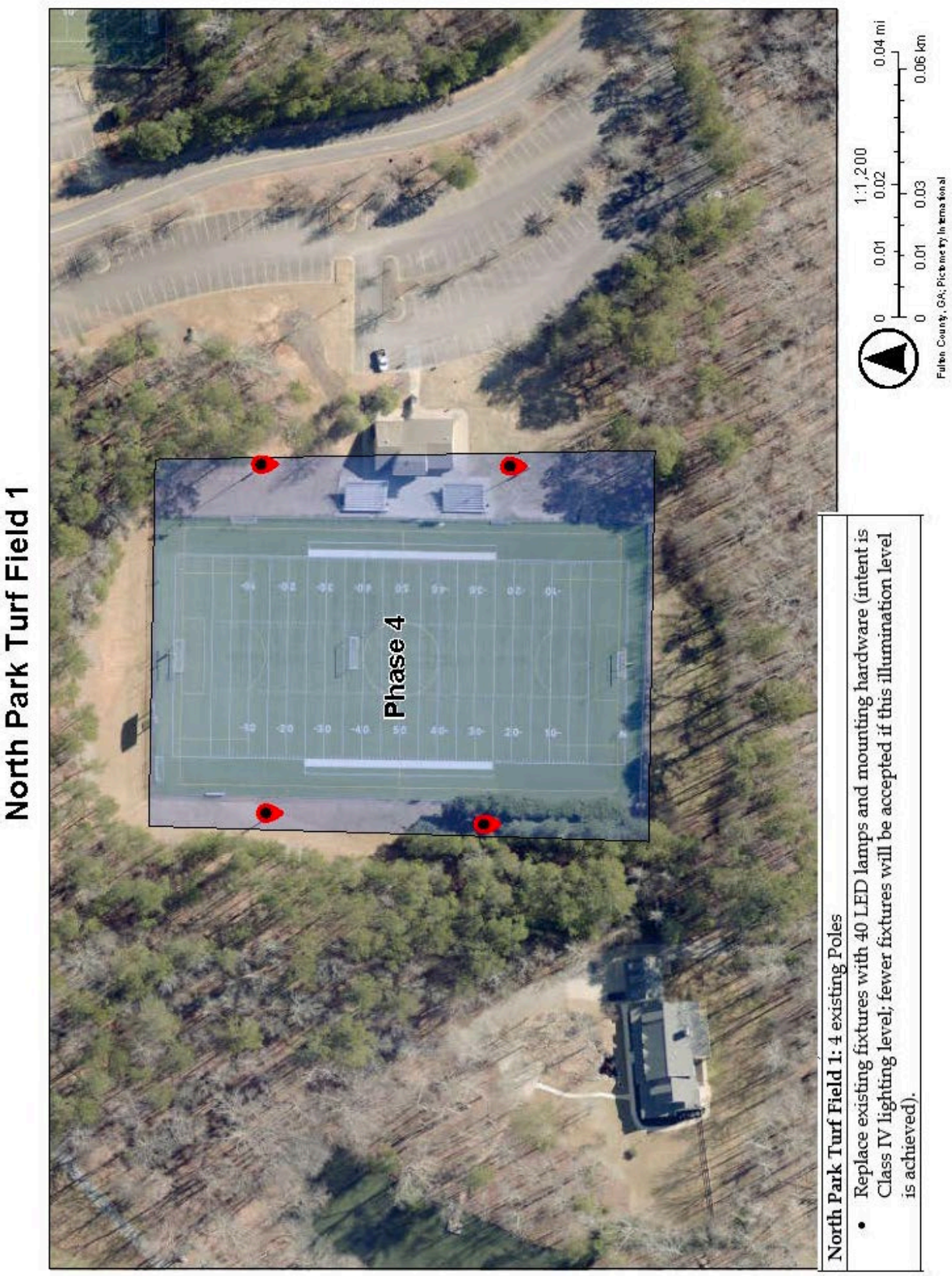
7. Bid Bond

A 5% bid bond will be required with each proposal responding to the RFP. A bid bond form has been provided as a separate document. Return the completed bid bond with your response as a separate document.

APPENDIX A, NORTH PARK FIELD LIGHTING PLACEMENT MAPS

Remainder of this page blank.


North Park Softball Fields 1-4
Phase 2
1:1,661
0 0.01 0.03 0.05 mi
0 0.02 0.04 0.09 km
Fulton County, GA; Pictometry International
North Park Softball Fields 1-4: 24 existing wooden Light Poles
Removal of 24 existing wood poles; replace with 24 concrete poles.
Pole length = minimum of 80 feet (minimum of 70 feet above ground).
Replace existing fixtures with 134 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).



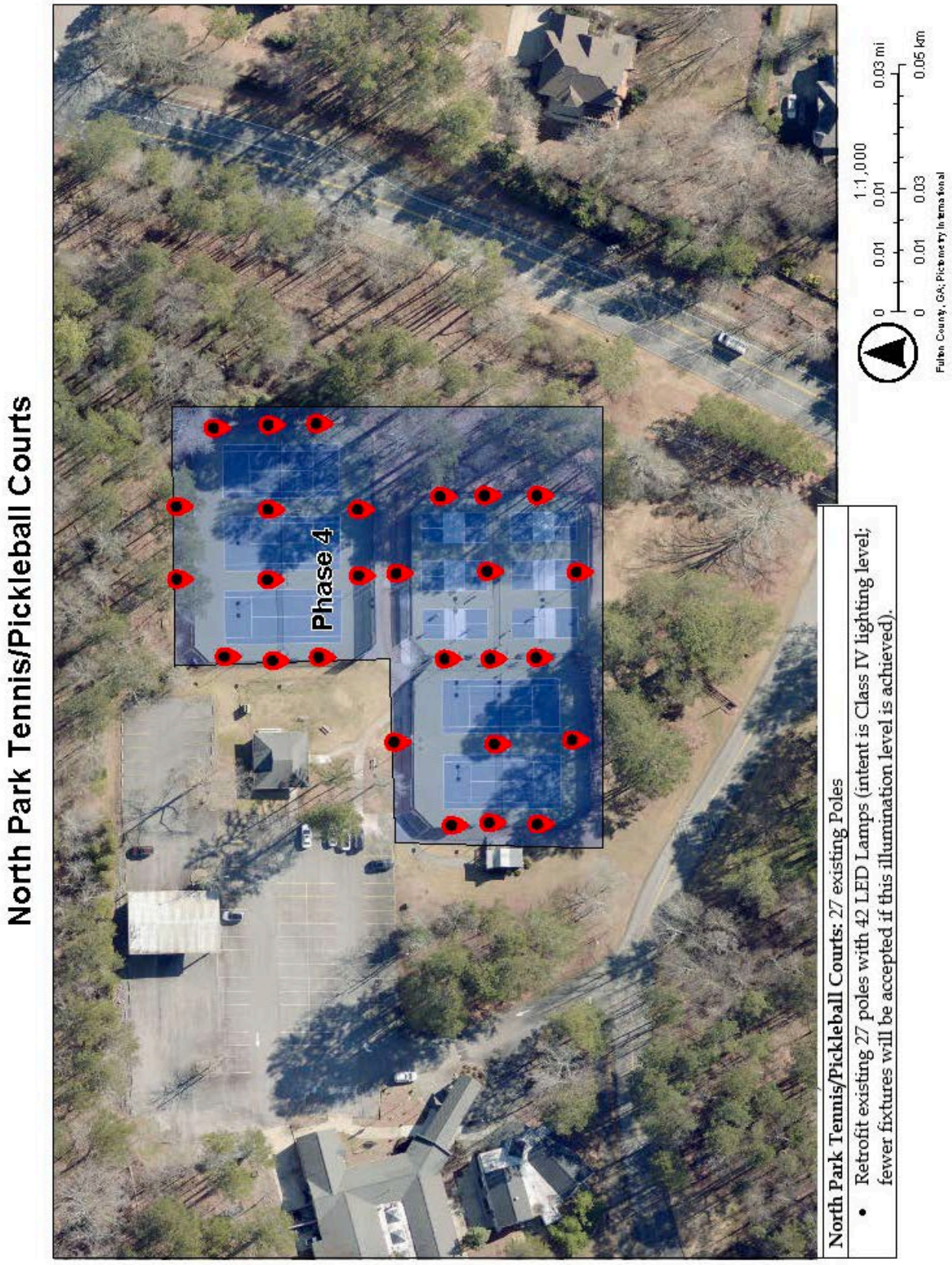
North Park Turf Field 1: 4 existing Poles

- Replace existing fixtures with 40 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).

North Park Miracle League Adaptive Field

North Park Miracle League Adaptive Field: 4 existing Poles

- Replace existing fixtures with 12 LED lamps and mounting hardware (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).


North Park Tennis/Pickleball Courts
Phase 4
1:1,000
0 0.01 0.01 0.03 0.03 mi
0 0.01 0.01 0.03 0.05 km
Fulton County, GA; Pictometry International
North Park Tennis/Pickleball Courts: 27 existing Poles
• Retrofit existing 27 poles with 42 LED Lamps (intent is Class IV lighting level; fewer fixtures will be accepted if this illumination level is achieved).

APPENDIX B, GRANT RELATED REQUIREMENTS

Proposer acknowledges that the scope of work (the "Work") under this RFP will be funded by federal grant assistance from the U.S. Department of the Interior – National Park Service through the Georgia Department of Natural Resources Land and Water Conservation Fund Grant (the "Grant").

The Proposer shall comply with and perform the Work in accordance with all applicable federal, state, and local laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the requirements, terms, and conditions set forth below in this **Appendix B**:

1. **Compliance with Grant Requirements.** Proposer shall cooperate fully with City in its efforts to comply with Grant requirements.
2. **Reporting.** Proposer agrees to comply with any reporting obligations established by the U.S. Department of the Interior or the Georgia Department of Natural Resources ("DNR") as they relate to the Grant.
3. **Lobbying Certifications.** Restrictions on lobbying set forth in 2 CFR Part 200 and 43 CFR Part 18. Proposer must provide to City the following certification regarding lobbying. In addition, Proposer shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Grant were appropriated. By submitting a proposal for this RFP, the Proposer certifies, to the best of its knowledge and belief, that:
    a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
4. **Debarment and Suspension.** Proposer represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance

awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Non-procurement) in Executive Order 12549. Proposer agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier will, review the "Excluded Parties Listing System" at www.sam.gov before entering into any subagreement, lease, third party contract, or other arrangement in connection with a Contract awarded through this RFP. Proposer further agrees that it will notify City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov. Proposer agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension", "Non-procurement Debarment and Suspension", 2 C.F.R. Part 1400, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

5. **Clean Air Act.** a) Proposer represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*. b) Proposer represents and warrants to report each violation to the appropriate federal and state authorities and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office. c) Proposer represents and warrants to include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by the Grant.

6. **Domestic Preferences for Procurement.**

   a) As appropriate and to the extent consistent with law, Proposer should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the Grant.

   b) For purposes of this section:

      (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

      (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Contract Work Hours and Safety Standards Act.** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented

by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Copeland "Anti-Kickback" Act.** Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

9. **Nondiscrimination.** All Federal requirements relating to nondiscrimination, including, but not limited to: a) Executive Order 14173; b) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and e) all other applicable Federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Proposer.

10. **Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

    a) Employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.

    b) Proposer shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

    c) Proposer shall insert the substance of this clause, including this subparagraph c), in all subcontracts over the simplified acquisition threshold.

11. **Build America, Buy America.** 2 CFR Part 184 - Buy America Preferences for Infrastructure Projects. None of the funds under a Federal award that are part of a Federal financial assistance program for infrastructure may be obligated for an infrastructure project unless

all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. This preference must be included in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

None of the funds provided under the Grant may be used for a project for infrastructure unless:

a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-America/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior may grant, a waiver from these requirements, subject to review by the Made in America Office.

26-109 - North Park Lighting Project

Record of Receipt

Project Details	
Reference ID	26-109
Project Name	North Park Lighting Project
Project Owner	Debora Westbrook
Project Type	RFP
Department	Recreation, Parks and Cultural Services
Budget	$0.00 - $0.00
Project Description	The City of Alpharetta (City) is requesting proposals from Proposers qualified to provide lighting upgrades to certain fields/courts within our City's North Park, located at 13450 Cogburn Road, Alpharetta GA. Our intent for North Park Softball Fields 1 – 4, North Park Turf Field 1, North Park Miracle League Adaptive Field, and North Park Tennis/Pickleball Courts is to replace existing wooden light poles (North Park Softball Fields 1-4) with concrete poles and to upgrade existing lighting fixtures to LED (all fields). This project is funded (in part) with Land & Water Conservation Fund (LWCF) grant funds; requiring the awarded Proposer to adhere to all qualifying requirements through the project duration (see Section 2 and Appendix B for more information). Proposers must comply with all requirements for bonding, insurance, licensing, etc. The project scope will address the following: removal and deposal of existing wooden poles, installing new concrete poles, and updating the current lighting fixtures to LED fixtures providing no less than a Class IV lighting level for our customers. Required design and permitting should also be included. Georgia Procurement Registry Event ID: PE-66085-NONST-2026-000000078 (RFP 26-109, North Park Lighting Project)
Open Date	Dec 11, 2025 8:00 AM EST
Close Date	Jan 15, 2026 10:00 AM EST

Submissions

Supplier	Date Submitted
PSG Energy Services LLC	Jan 15, 2026 8:10 AM EST
Qualite Sports Lighting	Jan 15, 2026 8:08 AM EST
Pencor construction	Jan 15, 2026 9:59 AM EST
North Cobb Electrical services, inc	Jan 15, 2026 9:19 AM EST

RFP 26-109 - Deliverables - City of Alpharetta – North Park Lighting Project

Submitted by: PSG Energy Services

January 15, 2026

City of Alpharetta, GA
RFP 26-109, City of Alpharetta – North Park Lighting Project
2 Park Plaza, Alpharetta, GA 30009
From: Wes Livingston

PSG Energy Services is honored to submit our proposal for the new LED lighting infrastructure at North Park. In the pages following this cover letter, you will find our pricing, photometric design, and references.

PSG is a turnkey energy services provider created in 2017 with our main office and mailing address located at 4301 Mead Rd, Macon GA 31206. We have an additional office supporting business development and sales at 800 Battery Ave SE Suite 410, Atlanta GA 30339. We have almost a decade's worth of expertise in sports lighting projects managing them from start to finish.

PSG has installed similar LED Lighting systems across the state of Georgia in facilities like Truist Park (Atlanta Braves Stadium), Foley Field (UGA Baseball Stadium), Jack Turner Sports Complex (UGA Softball and Soccer), Callaway Stadium (Troup County), Mead Fields (Peachtree City, GA), Huckaby Fields (Douglas, GA), Marist School, Madison County High School, Telfair High School (Baseball & Softball), and many others. A full project list, schedule and staffing plan is included in the response below.

If you have any questions, please don't hesitate to reach out to me as the primary point of contact prior to issuance of the bid.

Respectfully,
Wes Livingston
Director, Public Sector
4301 Mead Rd, Macon GA 31206
(704) 604-2165
wlivingston@psg-energy-services.com
www.psg-energy-services.com

Technical Approach

PSG Energy Services will deliver the North Park Lighting Project using a controlled, field-by-field approach that minimizes disruption to park operations while meeting or exceeding all lighting requirements established by the City and the Georgia High School Association (GHSA). All work will be performed as a turnkey installation in accordance with contract documents, photometric plans, and applicable state and local codes.

Removal of Existing Poles and Fixtures

For North Park Softball Fields 1–4, PSG will remove all twenty-four (24) existing wooden light poles and associated fixtures. All removed materials will be lawfully disposed of by PSG at facilities offsite. Removal activities will be sequenced to limit disturbance to surrounding areas, and work zones will be maintained in a clean and safe condition throughout construction.

For the remaining venues—North Park Turf Field 1, the Miracle League Adaptive Field, and the Tennis/Pickleball Courts—existing poles will remain in place where specified, and only existing fixtures will be removed and replaced.

Pole Replacement and Installation Approach

PSG will utilize a pole-for-pole replacement strategy to maintain the existing field configurations, pole locations, and mounting heights, thereby minimizing ground disturbance and preserving current play layouts. For Softball Fields 1–4, each removed wooden pole will be replaced with a new concrete pole of equivalent location and alignment.

All new concrete poles will have a minimum overall length of eighty (80) feet, with a minimum of seventy (70) feet above finished grade, as specified. Installation will be performed using established construction practices PSG has been successful with in past projects. These practices are proven and will preserve the aesthetic and functionality of the space to maintain a high standard.

Lighting Fixture Replacement and Performance

Lighting fixture replacement will be based on a **one-for-one replacement strategy** unless photometric analysis demonstrates that GHSA illumination levels can be achieved with fewer fixtures. PSG will provide LED lighting systems designed to meet or exceed GHSA standards for all venues, and properly dispose of all current fixtures during replacement.

The lighting systems will be provided for the following areas:

- **North Park Softball Fields 1–4**
  Removal of twenty-four (24) existing wooden poles and replacement with twenty-four (24) new concrete poles. Replacement of existing fixtures with approximately one hundred thirty-four (134) LED luminaires and mounting hardware, or fewer fixtures if GHSA illumination is achieved.

- **North Park Miracle League Adaptive Field**
  Replacement of existing fixtures with approximately twelve (12) LED luminaires and mounting hardware, or fewer fixtures if GHSA illumination is achieved.
- **North Park Turf Field 1**
  Replacement of existing fixtures with approximately forty (40) LED luminaires and mounting hardware, or fewer fixtures if GHSA illumination is achieved.
- **North Park Tennis and Pickleball Courts**
  Retrofit of twenty-seven (27) existing poles with approximately forty-two (42) LED luminaires, or fewer fixtures if GHSA illumination is achieved.

LED Lighting Specifications

All proposed LED luminaires will meet or exceed the following minimum performance requirements:

- Correlated Color Temperature: **5000K**
- Lumen Output: **62,000–72,500 lumens**
- Input Power: **500 watts**
- Waterproof Rating: **WET (IP65)**
- Minimum Warranty: **Five (5) years**

PSG will utilize SLG sports lighting fixtures for this project. The first three phases of the project, North Park Softball Fields, Miracle League Adaptive Field, and Turf Field 1 will all utilize the same fixture, the FSP 1600 N3. This fixture is compatible with all requirements and guidelines laid out in the RFP, and it is proficient for all sports that will be played on these fields. For a nearby reference, these fixtures are installed at Morgan Falls Baseball Park in Sandy Springs, GA.

For the retrofit of the North Park Tennis and Pickleball Courts, PSG will utilize ALF LS250 T3 fixtures from SLG. These fixtures are installed at Hammond Park in Sandy Springs, GA for their pickleball and tennis courts. These court fixtures will adhere to all specs and guidelines laid out in this RFP and will be proficient for all activities that will take place on the courts.

Concrete Pole Specifications

All concrete poles will be designed and manufactured in strict accordance with **ASTM-C1089** (latest revision) and will incorporate concealed wiring and grounding systems. Handholes, wiring apertures, and conduit openings will be cast into the poles during manufacturing and constructed in accordance with approved drawings.

Concrete poles will include:

- Concealed internal wiring and grounding
- Centered conduit openings below grade
- High-density zinc handhole frames with flush covers
- Pre-wired cross-arm apertures appropriate to pole diameter
- Grounding via #6 stranded copper wire
- Integrated fish wire for cable installation

Concrete material and reinforcement will meet or exceed the following:

- 28-day compressive strength of **9,500 psi**
- Type I or Type I/0 cement per ASTM-C150
- Minimum ¾-inch concrete cover over reinforcing steel
- Admixtures per ASTM-C494, including air entrainment and efflorescence control
- Grade 75 deformed reinforcing steel per ASTM-A615
- Prestressing steel per ASTM-A416, stressed to a maximum of 70% ultimate capacity
- Spiral reinforcement per ASTM-B240
- Continuous taper of 0.18 inches per foot
- Concrete cylinder testing performed for each 100 cubic yards poured

Implementation Philosophy

This technical approach maintains existing field layouts, limits site disturbance, and allows each venue to be completed and returned to service independently. By sequencing work by venue and priority, PSG ensures that North Park facilities remain operational throughout the project while delivering a durable, code-compliant lighting system that meets the City's performance objectives.

Experience, Past Performance, References

i. Project List- Below is a list of similar projects completed by PSG Energy's Sports Lighting team over the past two years

a. Marist School- Soccer Installation of new LED lights and poles for Soccer Field
   - Installation of new LED lights and poles for Soccer Field

b. Marist School – Aquatic Center
   - Installation of new LED fixtures for Aquatic Center

c. University of Georgia Baseball
   - Installation of new LED fixtures and poles for Foley Field at the University of Georgia

d. University of Georgia Soccer
   - Installation of new LED fixtures for the Jack Turner Soccer Field at the University of Georgia

e. University of Georgia Softball
   - Installation of new LED fixtures for the Jack Turner Softball Field at the University of Georgia

f. University of Georgia Track and Field
   - Installation of new LED fixtures and poles for the new University of Georgia Track and Field Complex

g. University of Georgia – Stegeman Coliseum
   - Installation of new LED fixtures inside of Stegeman Coliseum at the University of Georgia for Basketball, Volleyball, Gymnastics, Graduation and other events

h. Central Georgia Technical College – Football
   - Installation of new LED fixtures for Central Georgia Technical College's Football Field in Warner Robbins, GA

i. City of Peachtree City – Meade Fields
   - Installation of new LED fixtures for the Softball Fields at Meade Field in Peachtree City, GA

j. Troup County – Callaway Stadium
   - Installation of new LED fixtures and poles capable of hosting multiple local schools by showcasing school colors in the lighting system for Callaway Stadium in Troup County, GA

k. Madison County High School (GA)
   - Installation of new fixtures for Madison County High School's Football, Baseball, and Softball Fields, along with their Basketball Court

l. City of Douglas, Georgia – Huckaby Fields
   - Installation of new LED fixtures for Huckaby Fields in Douglas, GA

m. City of Sandy Springs, GA – Morgan Falls Baseball Fields
   - Installation of new LED fixtures for fields 1, 3, and 5 at the Morgan Falls Baseball Complex in Sandy Springs, GA

n. Jackson High School, Butts County, GA
   - Installation of new LED fixtures for Red Devil Hill Baseball Stadium at Jackson High School in Butts County, GA

o. Eckerd College
    - Installation of new LED fixtures for the baseball field at Eckard College
p. Florida State University – Basketball
    - Installation of new LED fixtures for the practice Basketball Center at Florida State University
q. City of Sandy Springs – Hammond Park
    - Installation of new LED fixtures for the Basketball, Pickleball, and Tennis Courts at Hammond Park in Sandy Springs, GA
r. City of Thomaston
    - Installation of new LED fixtures and poles for the new Pickleball Courts in Thomaston, GA
s. Valor Christian School
    - Installation of new LED lighting for the Soccer Field at Valor Christian School

ii. Below is the project team for the North Park LED Sports Lighting project:

1. Wes Livingston, Director, Public Sector
    a. 7 years sales/project management experience in commercial/industrial LED lighting & 12 years sales/PM experience in IT/telecommunications
2. Kevin Williams, Project Manager
    a. 20 years electrical experience in commercial/industrial facilities with Houston County Schools
    b. Completed 5-year Electrical Apprenticeship Program through IBEW
    c. Project lead for UGA, Troup County, Madison County Schools
3. Ryan Campbell, Director of Project Management
    a. 8 years of project management experience in commercial/industrial LED lighting
    b. Overseen projects with UGA, UPS, Marist School, Troup County
4. Andy Clark, Director of Construction
    a. 25 electrical experience
    b. Overseen projects with UGA, the City of Atlanta, Marist School, Troup County, Clayton County, the City of Sandy Springs
5. Brian Kutolowski, PSG Lead Electrician
    a. Certified Master Electrician
    b. 27 years electrical experience in commercial/industrial space
    c. Experience with installation, distribution, project management.
6. Joshua Hughes, Principal
    a. 16 years sales/project management experience in commercial/industrial LED lighting
    b. Overseen projects at Truist Park (Atlanta Braves), University of Georgia, Truist Tower (Charlotte, NC) and thousands of other sports and LED lighting installations

iii. References to speak on our behalf

- Marist School, Atlanta, GA
  - 3790 Ashford Dunwoody Rd NE, Atlanta, GA 30319
  - Derek Waugh- Athletic Director- 706-483-9373- waughd@marist.com
  - Scope of Project - Installation of New LED Poles and Lights at Soccer Field

- Foley Field, University of Georgia
  - 1 E Rutherford St, Athens, GA 30602
  - Tanner Stines- Associate AD- Facility Ops and Capital Projects- 706-247-9098 – tstines@uga.edu
  - Scope of Project- Installation of (134) New LED Fixtures, (40) New LED Color Changing Fixtures, Lighting Controls, (1) Pole Relocation, New Controls wiring/infrastructure. Additional retrofits and pole setting on Softball, Soccer, and Track and Field Fields

- Callaway Stadium (Football), Troup County, GA
  - 801 Dallis St, LaGrange, GA 30240
  - Jay Anderson- 706-298-3792; janderson@troupcountyga.org
  - Scope of Project- Installation of new Poles and Lights for Football Stadium

- Madison County High School
  - 600 Madison St, Danielsville, GA30633
  - Amanda Wommack- 706-793-2191- awommack@madison.k12.ga.us
  - Scope of Project- Installation of new LED Fixtures for Football Field, Baseball Field, Softball Field

Replacement Schedule / Timeline

Project Schedule & Sequencing – North Park

PSG Energy Services will execute the North Park lighting project using a phased, priority-driven schedule designed to minimize disruption to park operations while ensuring efficient, safe, and timely completion. The project will be delivered as a turnkey installation, with PSG providing all labor, materials, equipment, supervision, and safety oversight throughout the duration of the work.

Pre-Construction and Material Procurement

Following contract award and approval of submittals, PSG will immediately release fixtures and poles for fabrication. Based on manufacturer confirmations and recent project experience, material lead times for poles and fixtures are anticipated to be approximately ten (10) weeks from approved submittals and receipt of a complete purchase order until the time the first materials are on site.

During the procurement period, PSG will coordinate site logistics and confirm field access with City staff so that construction activities can begin immediately upon material delivery.

Organization and Sequencing On-Site

Work at North Park will be organized to follow the City's established field priorities while maintaining clear separation between active work zones and operational areas. Due to the phased schedule of the project, we will deliver necessary materials for given phases in a segmented approach to minimize staging on site. Poles will be delivered to phase 1 first, and then fixtures will be delivered from our warehouse as needed to progress the project. Installation will occur during typical working hours 8a-6p, and fields not included in the current phase PSG is working on will be able to maintain the continuity of the park's operations (Different notes for the North Park softball fields below). Once work of each priority zone is completed and cleared of materials PSG will transition to the next location.

The work will proceed in the following order of phases and is expected to take the following time once material arrives (3 weeks):

1. **Phase 1 – North Park Softball Fields 1–4 (10 Days)**
    - Due to the arrangement of the fields, PSG will work on one field at a time and work with the city to schedule allow or disallow for the park to continue use at adjacent fields in the clover depending on the construction occurring.
    - This Phase calls for the replacement of existing wooden poles with concrete poles. Each day of work, existing wooden poles will be taken down and properly disposed of on a pole-to-pole basis in alignment with the progress of work on this phase. During pole replacement, PSG will work with the city to determine fields and areas nearby that will be open or closed to maintain a safe environment for all.
    - Sports Lighting fixtures will be placed on the new poles as they are being set yielding one pole to be completed at a time
2. **Phase 2 – North Park Turf Field 1 (3 Days)**
3. **Phase 3 – North Park Miracle League Adaptive Field (3 Days)**
4. **Phase 4 – North Park Tennis and Pickleball Courts (3 Days)**

Each priority area will be treated as a discrete phase, with equipment, crews, and materials mobilized only to the active work area at that time.

Labor Execution and Installation

For North Park, turnkey labor will include removal and lawful disposal of existing components, installation of new poles and fixtures, and electrical connections for each priority area. Labor resources will be scaled appropriately to maintain steady progress while ensuring safety, quality, and minimal disruption to surrounding park activities. As each priority area reaches substantial completion, crews and equipment will transition to the next priority location.

Final Aiming and Commissioning

Final fixture aiming and system commissioning will be performed immediately following installation within each priority phase. This allows Softball Fields 1–4 to be fully operational and released for use before work advances to the Turf Field, Miracle League Field, and Tennis/Pickleball Courts respectively.

Site Restoration and Cleanup

PSG will maintain a clean and safe work environment throughout the project. All discarded materials will be lawfully disposed of, and active work areas will be cleaned daily. Upon completion of each priority phase, all materials, equipment, and debris will be removed from that area so the facility can be safely returned to service prior to moving to the next location.

Project Management, Risk Mitigation, and Grant Management

PSG Energy Services will manage and execute the North Park Lighting Project using a clearly defined project team structure, established communication protocols, and proactive risk management practices. This approach ensures accountability, efficient decision-making, and consistent coordination with the City throughout the duration of the project.

Project Team Structure and Roles

Project management responsibilities will be clearly delineated among PSG personnel to ensure effective oversight from project initiation through closeout.

Kevin Williams, Lead Project Manager, will serve as the City's single point of contact during construction and will have overall responsibility for project execution. Kevin will manage scheduling, coordination, reporting, and issue resolution, and will provide regular updates to the City. He will also coordinate suppliers, track progress against the baseline schedule, and ensure contract compliance.

Andy Clark, Director of Construction, will supervise all on-site construction activities. Andy will direct installation crews, manage daily work sequencing, and ensure that installation activities are performed safely, efficiently, and in accordance with approved plans and specifications. He will report daily progress and field conditions to the Project Manager.

Brian Kutolowski, Director of Safety, will oversee all safety-related aspects of the project. Brian is responsible for safety planning, enforcement of PSG's safety program, and compliance monitoring for all PSG personnel. He will address any safety concerns immediately and ensure corrective action is taken if violations occur.

Wes Livingston, Director of Public Sector, will act as an executive liaison supporting the project team. Wes will provide continuity between the design, procurement, and construction phases and will serve as an escalation point if higher-level coordination or decision-making is required.

Communication and Decision-Making

All project communication will flow through the Project Manager as the City's primary point of contact. The chain of communication and decision-making authority is as follows:

- City of Alpharetta → Project Manager (Kevin Williams)
- Project Manager → Director of Construction, Safety Director
- Director of Construction → Installation Crews
- Safety Director → All Personnel

This structure ensures that decisions are made efficiently, responsibilities are clear, and information is communicated consistently. Escalation to executive leadership will occur as needed without disrupting day-to-day operations.

Baseline Schedule Overview

The baseline schedule is structured around major project phases and logical dependencies. Key tasks include Submittal review and approvals (1week), Material procurement and delivery (15 weeks), Site mobilization and staging (1 day), Removal of existing fixtures and poles then installation of new poles and fixtures (unique to each phase), Aiming, and commissioning (done in step with each phase), Final cleanup and demobilization. Time estimates are conservative, and with good conditions crews may be able to finish phases quicker than predicted.

Installation activities are sequenced by field priority, allowing each area to be completed, commissioned, and returned to service before work advances to the next. The anticipated completion time is as follows:

Phase 1 – North Park Softball Fields 1–4 (10 Days)
Phase 2 – North Park Turf Field 1 (3 Days)
Phase 3 – North Park Miracle League Adaptive Field (3 Days)
Phase 4 – North Park Tennis and Pickleball Courts (3 Days)

Risk Identification and Mitigation

Material Availability and Lead Times
Risk: Delays in manufacturing or delivery of poles and fixtures.
Mitigation: Early release of materials following submittal approval, proactive coordination with manufacturers, and continuous tracking of procurement status by the Project Manager.

Permitting and Utility Coordination
Risk: Delays related to permitting or utility coordination.
Mitigation: Early coordination during pre-construction and ongoing communication with the city

Adverse Weather Conditions
Risk: Weather-related delays affecting installation activities.
Mitigation: Flexible work sequencing, ability to shift crews between priority areas, and continuous monitoring of weather conditions to adjust daily plans.

Safety and Compliance Issues
Risk: Jobsite safety incidents or regulatory violations.
Mitigation: Enforcement of PSG's safety program, daily safety oversight by the Lead Foreman, corporate safety oversight by the Director of Safety, and immediate corrective action as needed.

Field Condition Restoration
Risk: Damage to turf, soil, or surrounding surfaces during construction activities
Mitigation: Use of controlled access route and protective measures during equipment movement

Grant and Administrative Requirements
Risk: Documentation or reporting deficiencies related to grant requirements.
Mitigation: Clear assignment of documentation responsibilities to the Project Manager, routine progress tracking, and organized recordkeeping to support reporting and closeout.

Grant Management (LWCF)

PSG Energy Services recognizes that the North Park Lighting Project is funded in part by federal grant assistance through the U.S. Department of the Interior – National Park Service and the Georgia Department of Natural Resources Land and Water Conservation Fund (LWCF). PSG will manage grant-related requirements in full compliance with Appendix B and applicable federal, state, and local regulations, including 2 C.F.R. Part 200 and Buy America provisions. Tammy Mendiola (tmendiola@psg-energy-services.com) will coordinate with the PM and be responsible for compliance of Grant Management and reporting.

Compliance with Appendix B Requirements

PSG will comply with all provisions outlined in Appendix B by integrating grant requirements into daily project administration rather than treating them as a post-construction task. The Project Manager will be responsible for ensuring compliance with federal requirements related to procurement, documentation, reporting, nondiscrimination, debarment verification, Buy America preferences, and labor standards.

Recordkeeping, Submittals, and Documentation

PSG will maintain organized, grant-compliant records throughout the project. Documentation will be collected and stored contemporaneously and will include, as applicable, material certifications, Buy America compliance documentation, delivery records, inspection reports, and safety documentation. Required submittals will be prepared and transmitted to the City in a timely manner to support grant oversight and audit readiness. Records will be maintained in an organized format to allow for efficient review by the City, the Georgia Department of Natural Resources, or federal auditors if required.

As-Built Documentation, Inspections, and Grant Closeout

PSG will assist the City with all required closeout activities related to the LWCF Grant. This includes preparation of as-built documentation reflecting installed equipment and configurations, coordination of final inspections, and compilation of closeout materials necessary for grant reporting. PSG will provide supporting documentation needed to demonstrate project completion in accordance with grant requirements and respond promptly to any requests for additional information during the closeout process.

Schedule Updates and Progress Reporting

To support LWCF grant oversight, PSG will provide regular schedule updates and progress reports to the City. Updates will include completed work by project phase, upcoming activities, and any schedule adjustments. Reporting will be aligned with project milestones and structured to provide the City with clear, accurate information suitable for grant monitoring and reporting purposes.

Experience with Federally Funded and Grant-Assisted Projects

PSG has prior experience supporting municipalities and public agencies on projects funded through federal and state grant programs. PSG personnel have assisted owners with audit preparation, documentation reviews, and compliance verification for education and municipal projects across Georgia, including school systems, higher education facilities, and public-sector infrastructure projects. This experience enables PSG to anticipate documentation needs, respond effectively to audit inquiries, and support the City throughout the grant administration process.

Contract Draft Review

PSG Energy Services has reviewed and agrees to the proposed contract draft present separately in Information and Contract T&C.pdf document, Appendix D

Cost Proposal

Separate PDF Submission - Schedule of Items

To cover all necessary plans, engineering, labor, materials, equipment, etc., whatever is needed for the Proposed to complete this work.

Required Forms

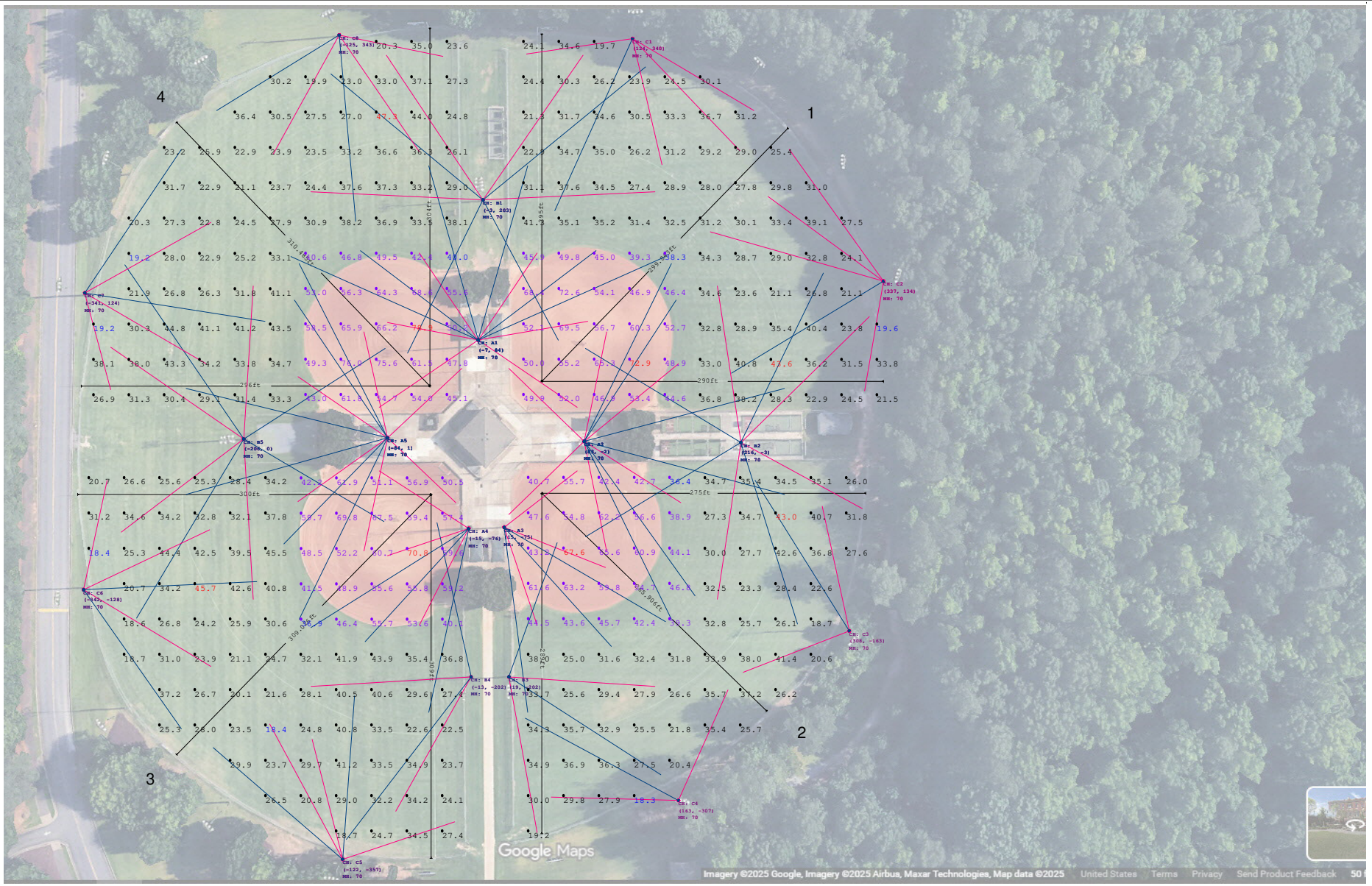
- IRS Form W-9 (included in Bonfire)
- Bidder's Disclosures and Certifications (included in Bonfire)
- E-Verify (included in Bonfire)

Questionnaire (Bonfire)

PSG has answered all questions in the questionnaire on Bonfire as part of the bid

Bid Bond

Returned completed as a separate document



SLG SPORTS LIGHTING

Project Name:	Version No: V2	Date:	Drawn By:
GA-Alpharetta North Park (FB,SB,TN,PB)	Drawing No: S4645	1/6/2026	Jadon Orji

Luminaire Schedule						
Scenario: BB						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
·	64	F5	Single	160025.3	0.900	FSP 1600 N4 G2 HVU 57K
·	52	F6	Single	160800	0.900	FSP 1600 N3 G2 HVU 57K

Calculation Summary													
Scenario: BB													
Label	CalcType	Units	Field Size	Avg	Max	Min	Avg/Min	Max/Min	# Pts	CV	UG	PtSpcLr	PtSpcTb
1 Infield	Illuminance	Fc		53.48	72.9	38.3	1.40	1.90	25	0.18	1.49	30	30
1 Outfield	Illuminance	Fc		30.31	43.6	19.6	1.55	2.22	71	0.18	1.76	30	30
2 Infield	Illuminance	Fc	365,164	50.44	67.6	36.4	1.39	1.86	25	0.19	1.56	30	30
2 Outfield	Illuminance	Fc		30.62	43.0	18.3	1.67	2.35	57	0.20	2.01	30	30
3 Infield	Illuminance	Fc		54.48	70.8	36.9	1.48	1.92	25	0.16	1.48	30	30
3 Outfield	Illuminance	Fc		30.12	45.7	18.4	1.64	2.48	73	0.25	1.89	30	30
4 Infield	Illuminance	Fc		56.22	78.9	40.0	1.41	1.97	25	0.20	1.62	30	30
4 Outfield	Illuminance	Fc		30.57	47.3	19.2	1.59	2.46	72	0.23	1.98	30	30

Fixture Count			
Scenario: BB			
Channel	# Lums	MH	Assoc. Field
A1	12	70	1,4
A2	12	70	1,2
A3	6	70	2
A4	6	70	3
A5	12	70	3,4
B1	8	70	1,4
B2	8	70	1,2
B3	4	70	2
B4	4	70	3
B5	8	70	3,4
C1	5	70	1
C2	5	70	1
C3	3	70	2
C4	3	70	2
C5	5	70	3
C6	5	70	3
C7	5	70	4
C8	5	70	4

Pole Wattage Summary		
Scenario: BB		
Channel	Total Wattage	Combined Total
A1	14400	139200
A2	14400	
A3	7200	
A4	7200	
A5	14400	
B1	9600	
B2	9600	
B3	4800	
B4	4800	
B5	9600	
C1	6000	
C2	6000	
C3	3600	
C4	3600	
C5	6000	
C6	6000	
C7	6000	
C8	6000	

SLG® SPORTS LIGHTING

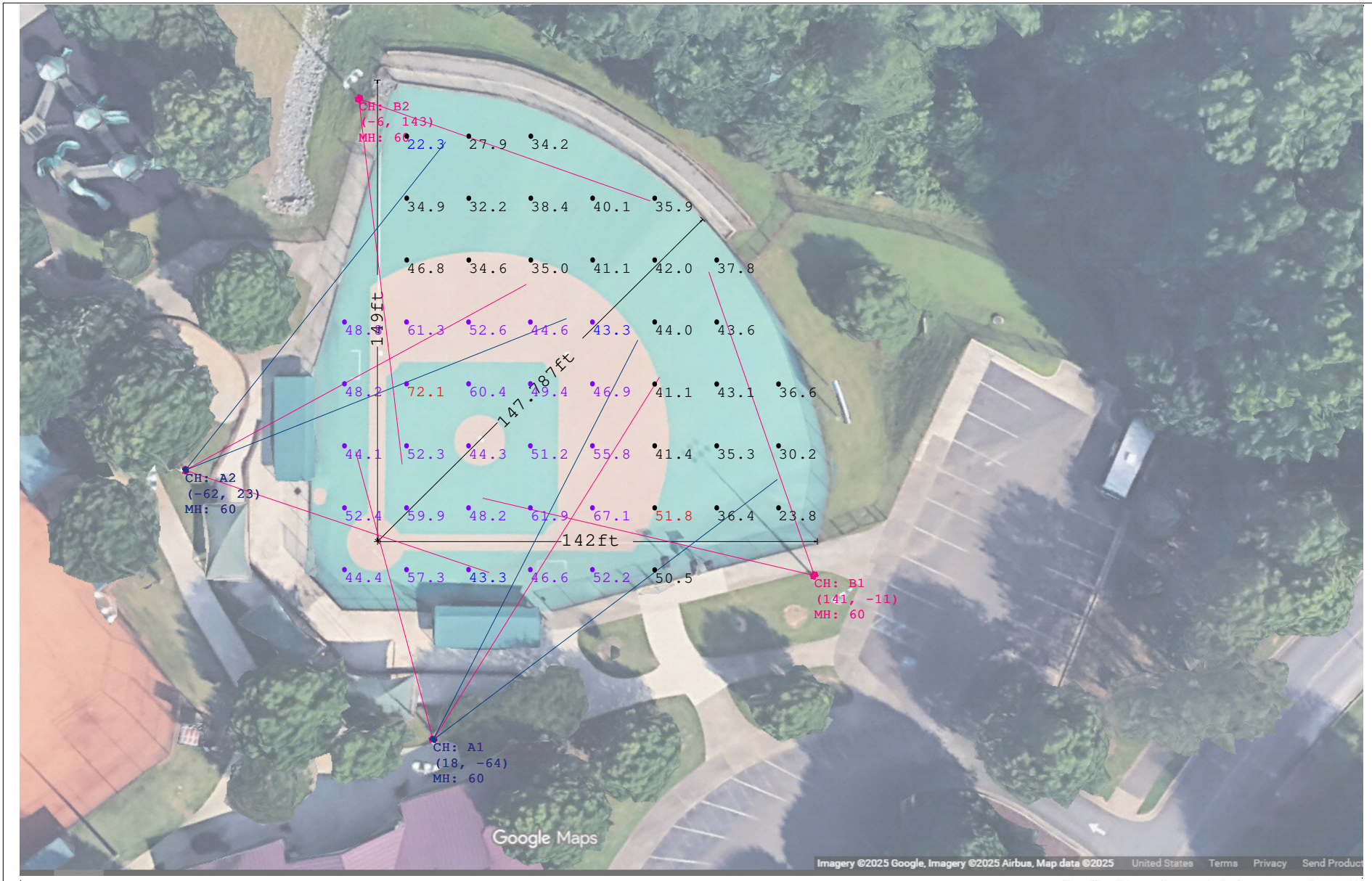
Drawn By: Jadon Orji

Date: 1/6/2026

Version No: V2

Drawing No: S4645

Project Name: GA-Alpharetta North Park (FB,SB,TN,PB)



SLG® SPORTS LIGHTING

Drawn By:	Jadon Orji
Date:	12/11/2025
Version No: V1	
Drawing No: S4645	
Project Name:	GA-Alpharetta North Park (FB,SB,TN,PB)

Luminaire Schedule						
Scenario: SB						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
·	8	F5	Single	160025.3	0.900	FSP 1600 N4 G2 HVU 57K
·	4	F6	Single	160800	0.900	FSP 1600 N3 G2 HVU 57K

Calculation Summary													
Scenario: SB													
Label	CalcType	Units	Field Size	Avg	Max	Min	Avg/Min	Max/Min	# Pts	CV	UG	PtSpcLr	PtSpcTb
Infield	Illuminance	Fc		52.34	72.1	43.3	1.21	1.67	25	0.15	1.50	20	20
Outfield	Illuminance	Fc	142,149,147	37.73	51.8	22.3	1.69	2.32	26	0.19	1.57	20	20

Fixture Count		
Scenario: SB		
Channel	# Lums	MH
A1	4	60
A2	4	60
B1	2	60
B2	2	60

Pole Wattage Summary		
Scenario: SB		
Channel	Total Wattage	Combined Total
A1	4800	14400
A2	4800	
B1	2400	
B2	2400	

SLG SPORTS LIGHTING

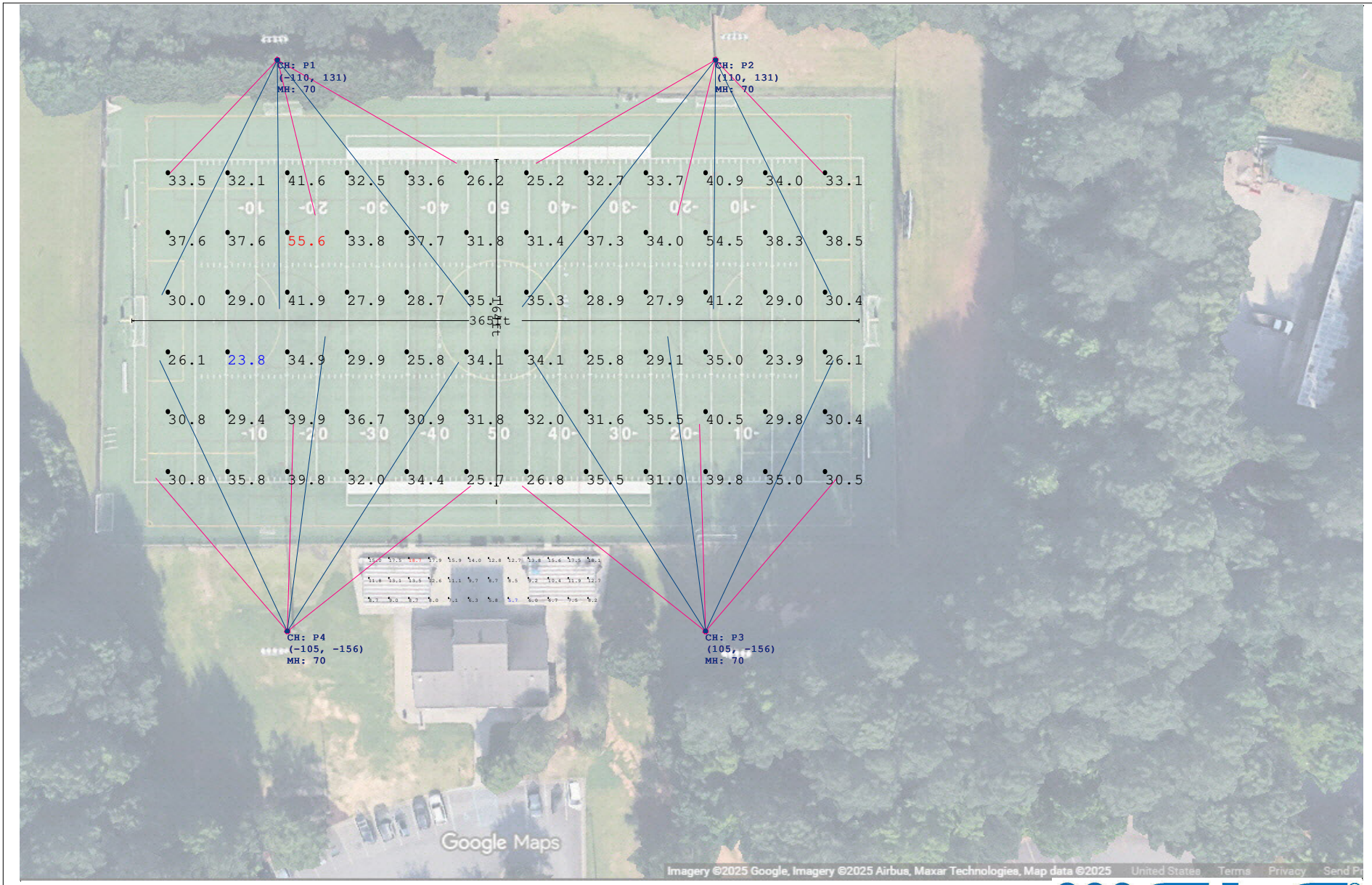
Drawn By: Jadon Orji

Date: 12/11/2025

Version No: V1

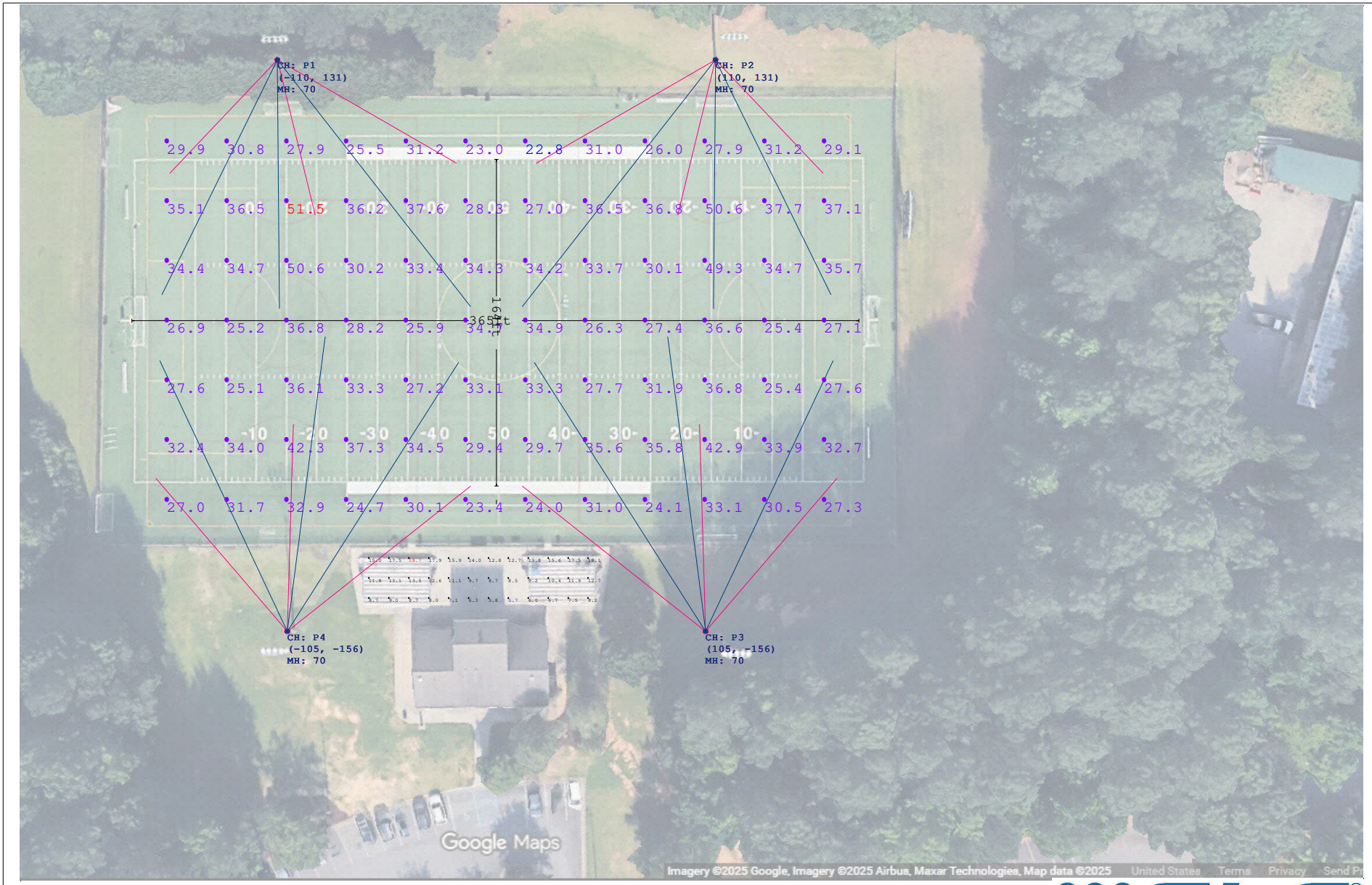
Drawing No: S4645

Project Name: GA-Alpharetta North Park (FB,SB,TN,PB)



SLG SPORTS LIGHTING

Drawn By:	Jadon Orji
Date:	12/11/2025
Version No: V1	
Drawing No: S4645	
Project Name:	GA-Alpharetta North Park (FB,SB,TN,PB)



SLG® SPORTS LIGHTING

Drawn By:	Jadon Orji
Date:	12/11/2025
Version No: V1	
Drawing No: S4645	
Project Name:	GA-Alpharetta North Park (FB,SB,TN,PB)

Luminaire Schedule						
Scenario: FB						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
·	12	F5	Single	160025.3	0.900	FSP 1600 N4 G2 HVU 57K
·	12	F6	Single	160800	0.900	FSP 1600 N3 G2 HVU 57K

Calculation Summary													
Scenario: FB													
Label	CalcType	Units	Field Size	Avg	Max	Min	Avg/Min	Max/Min	# Pts	CV	UG	PtSpcLr	PtSpcTb
Bleachers B	Illuminance	Fc		11.40	18.7	5.7	2.00	3.28	36	0.34	1.59	10	10
FB	Illuminance	Fc		33.30	55.6	23.8	1.40	2.34	72	0.17	1.64	30	30
SC	Illuminance	Fc	365,164	32.18	51.5	22.8	1.41	2.26	84	0.19	1.85	30	30

Fixture Count		
Scenario: FB		
Channel	# Lums	MH
P1	6	70
P2	6	70
P3	6	70
P4	6	70

Pole Wattage Summary		
Scenario: FB		
Channel	Total Wattage	Combined Total
P1	7200	28800
P2	7200	
P3	7200	
P4	7200	

SLG® SPORTS LIGHTING

Drawn By:	Jadon Orji
Date:	12/11/2025
Version No: V1	Drawing No: S4645
Project Name:	GA-Alpharetta North Park (FB,SB,TN,PB)

Project:

Catalog #:

Fixture Type:

Notes:

FSP G2

LED Sports Light Gen 2

Due to continuous product improvements, specification and/or equipment updates may change without notice.



FSP G2 - Pro Series



FSP G2 - Rec Series



FSP G2 with Driver Box (side view)

(Images are shown for illustration purposes only)

The **FSP G2 LED Sports Light** series offers a range of outputs for your recreational and professional use sports lighting needs. Based off our popular sports lighting design this second generation series offers flexibility featuring a remote driver option that either sits behind the fixture or can be ran remotely down a pole for easier access. With wireless lighting controls easily added to any project - your field lighting goes from casual to WOW factor at the touch of a button. Experience more with the **FSP G2** line.

CATALOG

Catalog Number	Description	Lumens	Watts	CCT	Voltage
FSP 900 N3 G2 HVU 57K B	LED Sports Light - Rec Series - Black Finish with visor. NEMA 3 Optics	92,000 Lm	600 W	5700K	200 - 480V
FSP 1600 N2 G2 HVU 57K B	LED Sports Light - Pro Series - Black Finish with visor. NEMA 2 Optics	160,000 Lm	1200 W	5700K	200 - 480V
FSP 1600 N3 G2 HVU 57K B	LED Sports Light - Pro Series - Black Finish with visor. NEMA 3 Optics	160,000 Lm	1200 W	5700K	200 - 480V
FSP 1600 N4 G2 HVU 57K B	LED Sports Light - Pro Series - Black Finish with visor. NEMA 4 Optics	160,000 Lm	1200 W	5700K	200 - 480V

4000K / **5000K** CCT options also available upon special order.

ORDERING GUIDE

Example: **FSP 900 N3 G2 HVU 57K B**

Fixture Type	Lumen Output	Optics	Generation	Voltage	CCT	Finish	Controls	Accessories
• **FSP** LED Sports Light	• **900** 92,000 Lm / 600 W	• **N3** NEMA 3	• **G2** Gen 2	• **HVU** 200-480 V	• **40K*** 4000K • **50K*** 5000K • **57K** 5700K	• **B** Black	• **S** Synapse Advanced Wireless Controls • **A** AVI-on Advanced Wireless Controls	• **TR-SP-B** Tenon Adaptor • **FSP-RDB** Retrofit Diving Board • **FSP-BRM** FSP Remote Driver Back Mount
	• **1600** 160,000 Lm / 1200 W	• **N2** NEMA 2 • **N3** NEMA 3 • **N4** NEMA 4			*4000K / 5000K CCT options also available upon special order.			

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713-389-5680 | sales@slgus.com | www.slgus.com

FSP G2

Specifications

Housing
Sealed die-casting profile for outdoor applications.

Ambient Temperature
Suitable for use in -40° C to 50° C (-40° F to 122° F).

Mounting
Pole mounted and cross arm mounted.

Efficacy
Up to 153 lumens per watt.

CCT and CRI
4000K *(Special order only)*, 5000K *(Special order only)*, and 5700K.
CRI 70.

EPA
Rec Series: 1.9
Pro Series: 2.6

Weight
Rec Series: Integral - 43lbs / Remote - 26 lbs.
Pro Series: Integral - 55lbs / Remote - 38 lbs.

Lumen Output
Rec Series: 92,000 Lumens
Pro Series: 160,000 Lumens

Warranty
Rec Series: 5-year warranty. **Pro Series** : 10-Year Warranty. Additional warranty terms available upon request.

Electrical
600W & 1200W: 200-480V
0-10V dimming standard.

Certifications
UL Listed for wet locations. FCC compliant. IP65 rated. Design Lights Consortium® (DLC) Premium 5.1 listed.

Accessories



Black Top Visor



Tenon Adaptor



Retrofit Diving Board

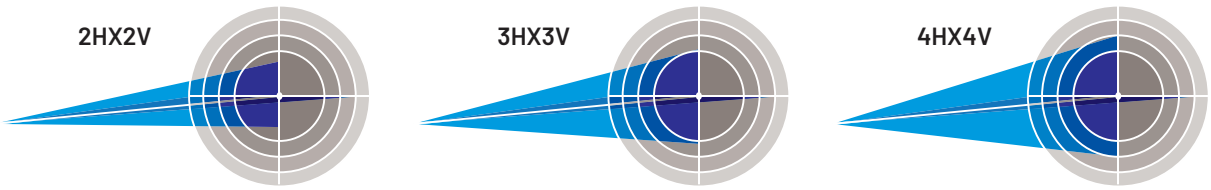
Performance Information

			4000K*		5000K*		5700K	
Series Number	Wattage	EMA	LUMENS	LPW	LUMENS	LPW	LUMENS	LPW
FSP 900	600 W	3Hx3V	92,000 Lm	153 Lm/W	92,000 Lm	153 Lm/W	90,000 Lm	150 Lm/W
FSP 1600	1200 W	4Hx4V	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W
		3Hx3V	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W
		2Hx2V	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W	160,000 Lm	133 Lm/W

*4000K / 5000K CCT options also available upon special order.

Photometric

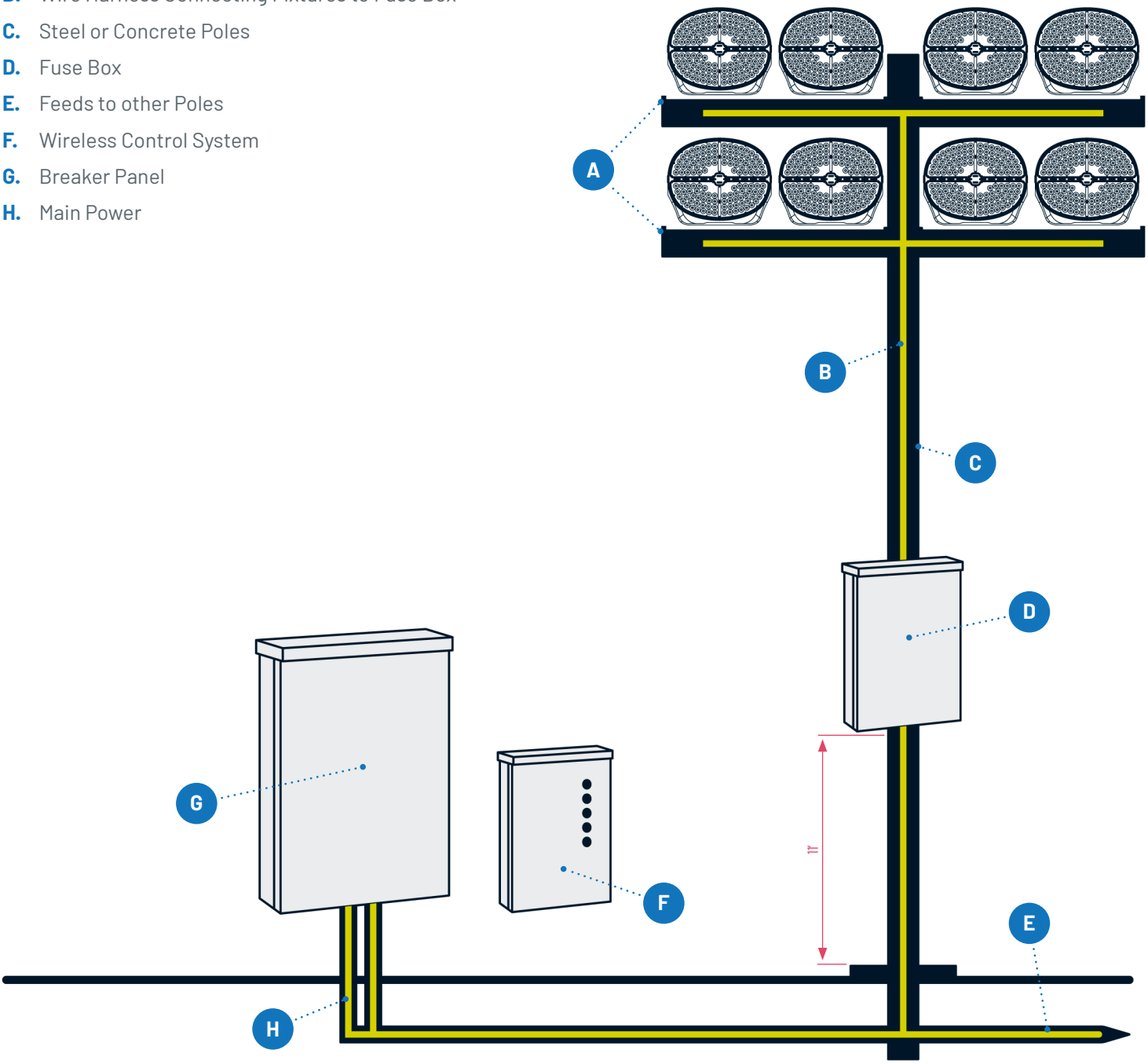
FSP G2



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Simple System Drawing

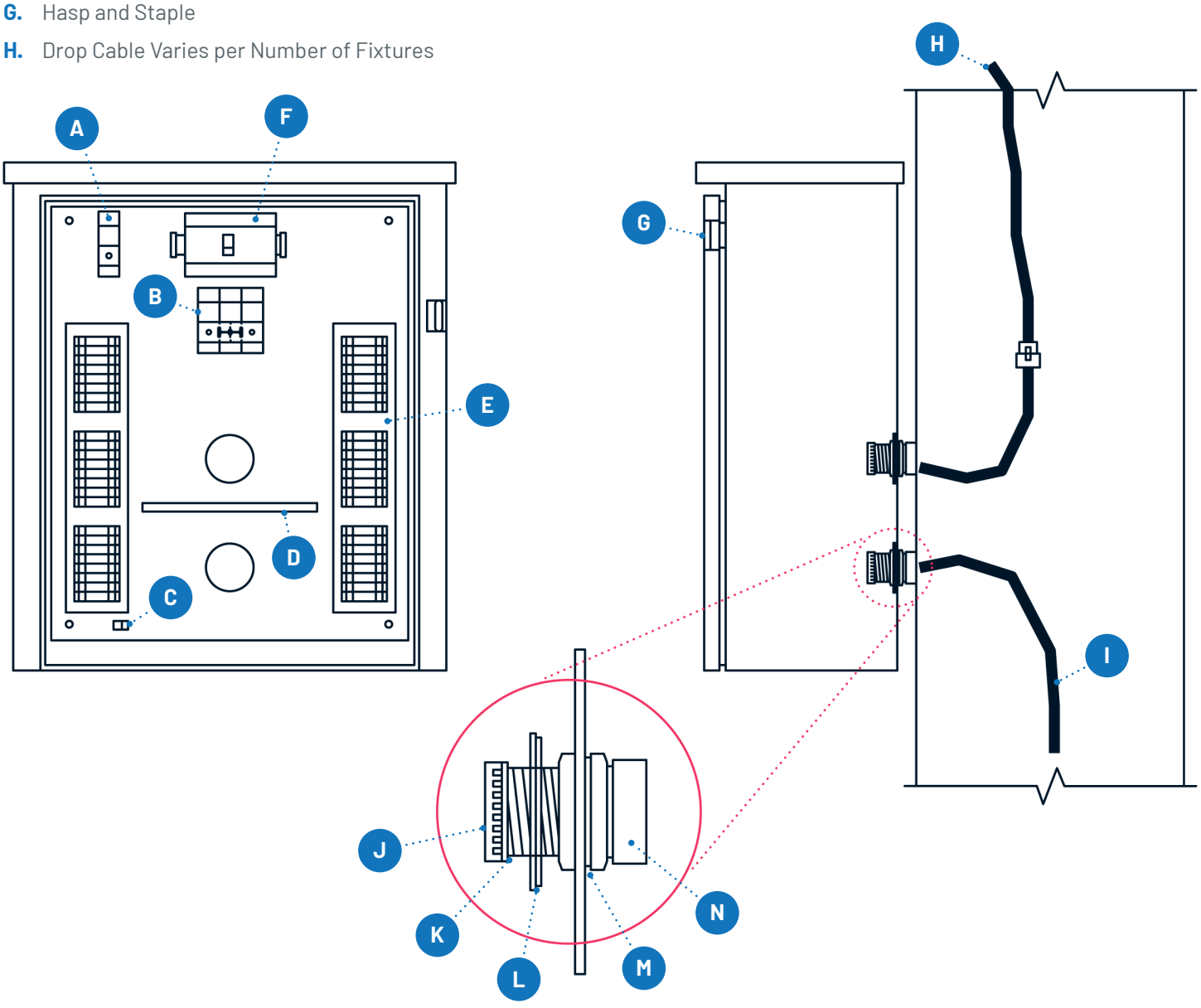
- **A.** Fixtures and Crossarm Assembly
- **B.** Wire Harness Connecting Fixtures to Fuse Box
- **C.** Steel or Concrete Poles
- **D.** Fuse Box
- **E.** Feeds to other Poles
- **F.** Wireless Control System
- **G.** Breaker Panel
- **H.** Main Power



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Fuse Box Drawing

- **A.** Neutral Block as Required by Voltage
- **B.** Terminal Block as Required by Voltage
- **C.** Ground Lug
- **D.** Ground Bar
- **E.** Fuse Block
- **F.** Disconnect Switch
- **G.** Hasp and Staple
- **H.** Drop Cable Varies per Number of Fixtures
- **I.** To Power Supply
- **J.** Plastic Bushing
- **K.** Sealing Locknut
- **L.** Weather Sealed Washer
- **M.** Sealing Locknut
- **N.** Female Coupling Welded to Pole



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Central Base Station



The Central Base Station site controller serves as the heart of your SimplySnap solution. This network edge appliance provides quick browser-based access and local control of smaller systems with hundreds of devices.

Each SimplySnap system includes a variety of Synapse-enabled devices that communicate with each other and the CBS to form a local mesh network. The CBS monitors, controls, and automates critical devices to save energy across different types of systems.

For managing larger sites or multiple locations, SimplySnap cloud applications[1] are available to consolidate multiple site controllers into a single user interface for integrated management across installations with thousands of devices.

Product #	Description
CBSSW-450-002	SS450-based Model w/ 5-button switch

Key Features

- IP65 rated with built in surge protection
- Programmable push buttons for manual control
- Multiple Zones, Behaviors, Events, and Schedules
- Built in Wi-Fi for local wireless access
- Ethernet port and cellular for network connectivity
- AES 128-bit encryption
- Optional Cloud and Remote Access services available[1]
- BMS and other system integration options
- Energy saving features to help meet regulations and qualify for rebates
- Energy management cloud applications[1] gather data from site controllers to generate energy reports about your facility and equipment

Dimensions	12.6" x 10.6" x 7.6" (320 x 270 x 193 mm)
Input Power	Outdoor rated power supply 110-277VAC; 11W max, 6kV surge protection
Operating Environment	Outdoor rated at -40°C to +54°C, IP65 (when latched)
Cellular	Verizon 4G LTE
Wi-Fi	802.11 b/g/n
Radio	SNAP 2.4 GHz; 802.15.4 +20 dBm Transmit Power -105 dBm Receive Sensitivity
Certifications	FCC/IC UL 60730-1 CSA E60730-1 ROHS 3:2011/65/EU(2015/863)
Warranty[2]	5 Years

1. Cloud access and other applications sold separately, contact sales for details.

2. See www.synapsewireless.com/warranty for warranty terms

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Supported Wireless Devices

- Embedded Lighting Controllers
- External Lighting Controllers
- Sensors - Photocell, Motion, Industrial, and Environmental
- Network Repeaters
- Hardware interface devices for control of HVAC systems and other equipment

Hardware and Software Options

- External Antenna Kits- 20, 30, and 50 foot options
- Dynamic Behaviors- Software license for sports lighting applications

System Diagrams



Browser Based User Interface | Central Baser Station Site Controller | SimplySnap Mesh



Browser Based User Interface | SimplySnap Cloud | Multiple Central Base Station Site Controllers

Encrypted LAN/WAN Network

Encrypted SNAP Network

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SLG Sports Lighting Installation List

Vernon High School (TX)
Vernon, TX
—
Football Field

Bonham High School (TX)
Bonham, TX
—
Baseball Field

Olney High School (TX)
Olney, TX
—
Baseball Field
Softball Field

Whitehouse High School (TX)
Whitehouse, TX
—
Football Field

Harris County Parks (TX)
Houston, TX
—
Baseball Fields
Softball Fields
Soccer Fields

Llano HS (TX)
Llano, TX
—
Baseball Fields
Softball Fields
Football Field
Tennis Courts

Pearl River Central High School (MS)
Carriere, MS
—
Baseball Field
Softball Field

City of Ocean Spring (MS)
Ocean Springs, MS
—
Baseball Field
Softball Field

Lamar Christian School (MS)
Purvis, MS
—
Baseball Field
Softball Field

DCP Rodeo Arena (ND)
Mandan, ND
—
Rodeo Arena

Barnum High School (MN)
Barnum, MN
—
Football Field

Baseball USA Sports Complex (TX)
Houston, TX
—
Baseball Field

Eckerd College (FL)
St. Petersburg, FL
—
Softball Field

Merced College (CA)
Merced, CA
—
Aquatic Center

Williamson County Parks (TN)
Williamson County, TN
—
Baseball Field

Plowman's Park (IL)
Big Rock, IL
—
Baseball Field

Bearden High School (AR)
Bearden, AR
—
Football Field

George County High School (MS)
Lucedale, MS
—
Football Field
Baseball Field
Softball Field

HTRS HS (NE)
Humbolt, NE
—
Football Field

Southwest HS (TX)
San Antonio, TX
—
Baseball Fields
Softball Fields
Football Field
Soccer Field

Philomath HS (OR)
Philomath, OR
—
Basketball Gym
Football Field

Scio HS (OR)
Scio, OR
—
Football Field

Des Plaines Golf Course & Driving Range (IL)
Des Plaines, IL
—
Golf Course & Driving Range

St. Francis HS (IL)
Wheaton, IL
—
Football Field

Poplarville HS (MS)
Poplarville, MS
—
Football Field
Baseball Field
Softball Field
Tennis Courts

Smith-Will Stadium (MS)

Jackson, MS

—



Minor League Baseball Stadium

Northwest Medicine Field (IL)

Genova, IL

—



Minor League Baseball Stadium

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CONTRACT FOR SERVICES
NORTH PARK LIGHTING PROJECT

This Contract for Services (hereinafter, "Contract") for the City of Alpharetta is made and entered into and is effective upon execution, by and between, PSG Energy Services, LLC**,** a domestic limited liability company with its principal office located at 800 Battery Avenue, SE, Suite 410, Atlanta, GA 30339 (hereinafter, "CONTRACTOR"), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal, dated December 11, 2025 (the "RFP"), including plan set and any addenda thereto, and the Contractor's Proposal, dated January, all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.

2. Scope of Services. The Contractor's duties and scope of services (the "Work") and, in general, include the following: all labor, material, and equipment to improve the lighting upgrades to the athletic facilities. Replace existing wooden light poles (North Park Softball Fields 1-4) with concrete poles and to upgrade existing lighting fixtures to LED (North Park Softball Fields 1 – 4, North Park Turf Field 1, North Park Miracle League Adaptive Field, and North Park Tennis/Pickleball Courts) within our City's North Park, located at 13450 Cogburn Road, Alpharetta GA, within the City of Alpharetta.

3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **SEVEN HUNDRED THIRTY-NINE THOUSAND, EIGHT HUNDRED NINE DOLLARS AND 41/100 ($739,809.41)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the Proposal, as further supplemented, or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

   Invoices shall be submitted to:

   City of Alpharetta
   Recreation, Parks & Cultural Services Department
   2 Park Plaza
   Alpharetta, Georgia 30009
   Attn: Christine Young
   cyoung@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete and/or for any liquidated damages due to the City. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Services and Final Completion.

(a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.

(b) Final Completion. When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice(s) as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.

i. Time for Performance and Contract Term. The Contractor shall promptly commence the Work with adequate force and equipment as set forth in each Notice to Proceed or otherwise in the Contract. Contractor shall within ten (10) calendar days from receipt of Notice to Proceed, or as otherwise specified in the Notice to Proceed, continuously pursue the Work in accordance with the project schedule mutually agreed to by the parties prior to the commencement of Work until completion.

(c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.

(d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

(a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 16 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

7. Representations and Warranties. Contractor represents and warrants that:

(a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade

currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Workers' Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

ii. Commercial General Liability: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate comprehensive/extended/ enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

iii. Commercial Automobile Liability (owned, non-owned, hired): $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

iv. Commercial Umbrella Liability Coverage: $1,000,000 (one million dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs,

expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

11. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.

12. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and

contemplated herein). Notwithstanding the provisions of Section 12 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

PSG Energy Services
4301 Mead Rd.
Macon, GA 31206
Attn: Wes Livingston, Director, Public Sector

(b) If to the City, at the following address:

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers, Director, Recreation, Parks, and Cultural Services

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Grant Related Requirements. Contractor acknowledges that the Work will be funded by federal grant assistance from the U.S. Department of the Interior – National Park Service through the Georgia Department of Natural Resources Land and Water Conservation Fund Grant (the "Grant"). The Contractor agrees to comply with and perform the Work in accordance with all applicable federal, state, and local laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the requirements, terms, and conditions set forth in Exhibit "A" – Grant Related Requirements, attached hereto and incorporated herein by reference.

18. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

19. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.

(k) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental, or sovereign immunity afforded or available pursuant to Georgia Statutes.

(p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular,

Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

(q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

_____
Greg Mayfield, City Attorney

PSG Energy Services, LLC

By: _____
Joshua Hughes, Principal

Exhibit "A"

GRANT RELATED REQUIREMENTS

The Work under this Contract will be funded in part by federal grant funding. The Contractor shall comply with and perform the Work in accordance with all applicable federal, state, and local laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the requirements, terms, and conditions set forth below in this **Exhibit "____"**:

1. **Compliance with Grant Requirements.** Contractor shall cooperate fully with City in its efforts to comply with Grant requirements.

2. **Reporting.** Contractor agrees to comply with any reporting obligations established by the U.S. Department of the Interior or the Georgia Department of Natural Resources ("DNR") as they relate to the Grant.

3. **Lobbying Certifications.** Restrictions on lobbying set forth in 2 CFR Part 200 and 43 CFR Part 18. Contractor must provide to City the following certification regarding lobbying. In addition, Contractor shall comply with the applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Grant were appropriated. By entering into this Contract, Contractor certifies, to the best of its knowledge and belief, that:

   a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. **Debarment and Suspension.** Contractor represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Non-procurement) in Executive Order 12549. Contractor agrees to, and assures that its subcontractors, lessees, third party contractors, and other participants at any tier will, review the "Excluded Parties Listing System" at www.sam.gov before entering into any subagreement, lease, third party contract, or other arrangement in connection with this Contract. Contractor further agrees that it will notify City immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov. Contractor agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension", "Non-procurement Debarment and Suspension", 2 C.F.R. Part 1400, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

5. **Clean Air Act.** a) Contractor represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*. b) Contractor represents and warrants to report each violation to the appropriate federal and state authorities and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office. c) Contractor represents and warrants to include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by the Grant.

6. **Domestic Preferences for Procurement.**

a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the Grant.

b) For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Contract Work Hours and Safety Standards Act.** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Copeland "Anti-Kickback" Act.** Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

9. **Nondiscrimination.** All Federal requirements relating to nondiscrimination, including, but not limited to: a) Executive Order 14173; b) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and e) all other applicable Federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Contractor.

10. **Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

    a) Employees working on this project will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation.

b) Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

c) Contractor shall insert the substance of this clause, including this subparagraph c), in all subcontracts over the simplified acquisition threshold.

11. **Build America, Buy America.** 2 CFR Part 184 - Buy America Preferences for Infrastructure Projects. None of the funds under a Federal award that are part of a Federal financial assistance program for infrastructure may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. This preference must be included in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

    None of the funds provided under the Grant may be used for a project for infrastructure unless:

    a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

    b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

    c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

    The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

    For further information on the Buy America preference, visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the

White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-America/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior may grant, a waiver from these requirements, subject to review by the Made in America Office.

North Park Lighting Project

Scoring Summary | Reviewer Scores

Scoring Summary

Active Submissions

View Proposal Analysis

Show/Hide | Search...

Supplier	Total / 100 pts	B-1 - Technical Proposal / 30 pts	B-2 - Experience, Past Performance, References / 20 pts	B-3 - Schedule/Timeline / 10 pts	B-4 - Project Management, Risk Mitigation, and Grant Management / 10 pts	C-1 - Cost Proposal / 30 pts
PSG Energy Services LLC	88.33 pts	25 pts	16.67 pts	8.33 pts	8.33 pts	30 pts ($739,809.41)
Qualite Sports Lighting	79.37 pts	24 pts	16.67 pts	7 pts	7.33 pts	24.37 pts ($910,805.00)

Click a proposal to view its individual scores

Show Eliminated Submissions (2)

STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: March 23, 2026

AGENDA ITEM:

Resolution: Condemnation of Parcel 5 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012030406 at 1285 Mid Broadwell Road, Alpharetta, GA 30004 (Parcel Owners: Eric Sean Abercrombie and Alisan Jeanine Abercrombie) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 5); estimated just and adequate compensation: $2,550.00 for 435.80 square feet of Temporary Construction Easement; and, One (1) Driveway Easement, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Resolution to condemn property interest in Tax Parcel No. 22 433012030406 at 1285 Mid Broadwell Road, Alpharetta, GA 30004 (Parcel Owner: Eric Sean Abercrombie and Alisan Jeanine Abercrombie) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 5), and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City of Alpharetta has determined that it is necessary for the City to exercise its powers of eminent domain to acquire certain interests in this parcel in furtherance of the Mid Broadwell Road Culvert and Sidewalk Project.

Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property identified as Parcel 5 of this Project in order to ensure the timely completion of the Mid Broadwell Road Culvert and Sidewalk Project. The estimated just and adequate compensation: $2,550.00 for 435.80 sq. ft. of Temporary Construction Easement; and One (1) Driveway Easement.

Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

Do not adopt this resolution and redesign and delay the timely completion of this project.

ATTACHMENTS:

1. City Council Package - Mid Broadwell Parcel 5

CITY OF ALPHARETTA

Mid Broadwell Road Culvert and Sidewalk Project

(Contract No.: 24-123)

Parcel 5
Tax Parcel ID No.: 22 433012030406
Condemnees: Eric Sean Abercrombie and Alisan Jeanine Abercrombie

For City Council Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve Mid Broadwell Road, including sidewalks and a culvert, to serve as a part of the transportation and sewer system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of Mid Broadwell Road being known and designated as the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Eric Sean Abercrombie and Alisan Jeanine Abercrombie;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road, culvert, and/or sidewalk, and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Eric Sean Abercrombie and Alisan Jeanine Abercrombie, their successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.

- **IT IS HEREBY FURTHER RESOLVED,** that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

(CONTINUED ON FOLLOWING PAGE)

SO RESOLVED this ____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

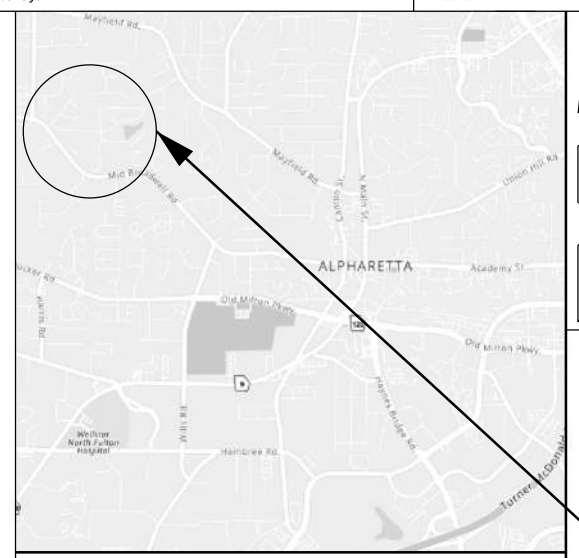
_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY OF PROPOSED
MID BROADWELL ROAD
CULVERT AND SIDEWALK DESIGN
CONTRACT No.: 24-123

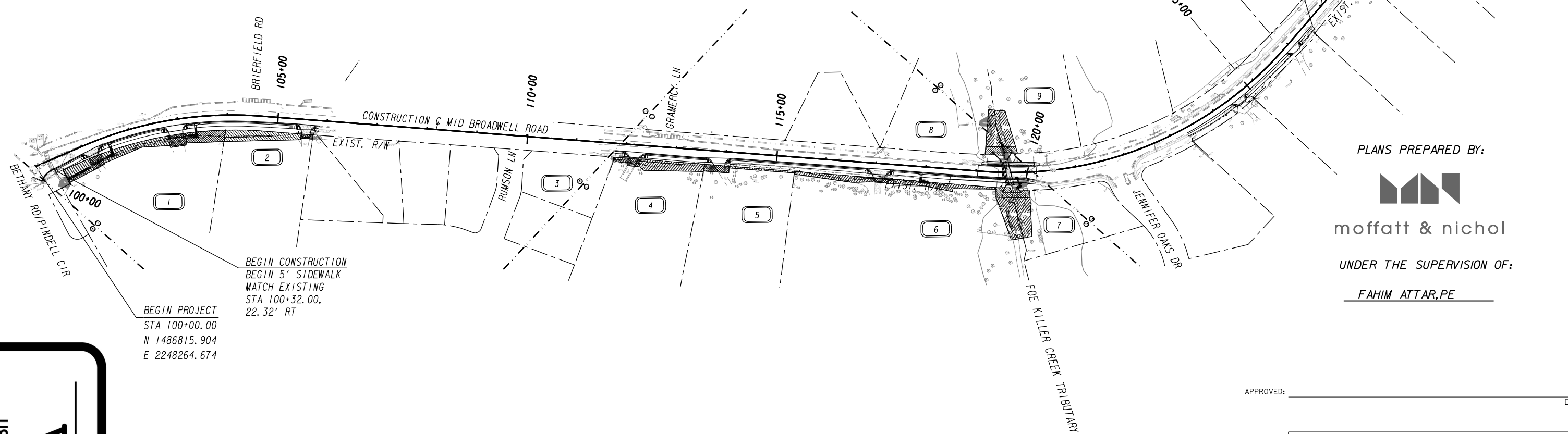


LOCATION SKETCH NTS

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

CONVENTIONAL SIGNS

LAND LOT LINE	
PROPERTY LINE	
RIGHT OF WAY LINE — EXISTING	
RIGHT OF WAY LINE — REQUIRED	
RIGHT OF WAY LINE — EXISTING LIMIT OF ACCESS	
RIGHT OF WAY LINE — REQD LIMIT OF ACCESS	
RIGHT OF WAY LINE — EXISTING LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE — REQD LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE — R/W MARKERS	
FENCE	



PLANS PREPARED BY:

moffatt & nichol

UNDER THE SUPERVISION OF:

FAHIM ATTAR, PE

EXHIBIT A

COUNTY: FULTON

SCALE IN FEET
0 100 200 400

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY

APPROVED: _____ DATE

PLANS COMPLETED DATE: 08/13/2025

REVISIONS:

DRAWING No.
60-0001

CONCOV

1050 GRAMERCY LN
SALMAN ASHAR & MIRAM

1051 GRAMERCY LN
WEBBER ROBERT C III & WEBBER JERICA

1061 GRAMERCY LN
SARMAST UZAIR & QURESHI SABEEN

N/F
GRAMERCY PARK
1061 GRAMERCY LN

GRAMERCY LANE

111+00 | 112+00 | 113+00 | 114+00 | 115+00 | 116+00

L.L. 1174 | L.L. 1203 | APPROX L.L.

SB (1435)
TOP: 1072.90
IN: 1063.67
OUT: 1063.55

STOP

24"RCP | 24"C&G

ASPHALT

MID BROADWELL ROAD

CONSTRUCTION ℄ S37°57'02.6"E

1/2"RB FND

DE13005 | DE13008 | DE13009 | DE13013 | DE13014

EXISTING SIDEWALK

EXIST. R/W

DE13036 | DE13004 | DE13007 | AREA 1 | DE13006 | DE14007 | DE13012 | DE13011 | AREA 2 | DE14009 | DE13010 | DE13016 | DE14008 | DE13015 | DE13020 | AREA 1

5' SPLIT RAIL | ASPHALT DRIVE | KEYPAD | HISTORIC BRICK FIREPLACE

MATCH LINE STA. 116+00.00 DRAWING No. 60-0004

3
N/F
RUMSON POINT
1310 RUMSON LN
SEE SHEET 60-0006

4
N/F
WILLIAM LAWSON SWAN, JR.
1275 MID BROADWELL RD
SEE SHEET 60-0007

5
N/F
ERIC SEAN ABERCROMBIE &
ALISAN JEANINE ABERCROMBIE
1285 MID BROADWELL RD
SEE SHEET 60-0007

6
N/F
WESLEY BURTON MCDANIEL, JR.
& JUDITH M. MCDANIEL
1325 MID BROADWELL RD
SEE SHEET 60-0007

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 3 OF 8

DRAWING No. 60-0003

7/31/2015 GRWPLN

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF SLOPES AREA 1
DE80401 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13004	27.90 R	111+78.91	MidBroadwell CL
	26.76	S 37°48'55.1" E	
DE13005	27.96 R	112+05.66	MidBroadwell CL
	10.04	S 52°02'57.4" W	
DE13006	38.00 R	112+05.66	MidBroadwell CL
	29.18	N 34°01'15.2" W	
DE13007	36.00 R	111+76.55	MidBroadwell CL
	8.44	N 68°15'54.2" E	
DE13004	27.90 R	111+78.91	MidBroadwell CL

REQD EASMT = 254.64 SF
REQD EASMT = 0.006 ACRES

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF SLOPES AREA 2
DE80402 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13008	28.02 R	112+29.66	MidBroadwell CL
	129.27	S 37°48'58.9" E	
DE13009	28.32 R	113+58.93	MidBroadwell CL
	14.79	S 58°57'44.9" W	
DE13010	43.00 R	113+57.15	MidBroadwell CL
	118.69	N 41°19'54.0" W	
DE13011	50.00 R	112+38.66	MidBroadwell CL
	11.40	N 0°04'32.6" W	
DE13012	43.00 R	112+29.66	MidBroadwell CL
	14.98	N 52°02'57.4" E	
DE13008	28.02 R	112+29.66	MidBroadwell CL

REQD EASMT = 2350.15 SF
REQD EASMT = 0.054 ACRES

PARCEL 4 REQD EASMT FOR CONST OF SLOPES
WILLIAM LAWSON SWAN, JR

AREA 1 REQD EASMT = 0.006 ACRES
AREA 2 REQD EASMT = 0.054 ACRES
TOTAL REQD EASMT = 0.060 ACRES

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF DW
DE90401 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13005	27.96 R	112+05.66	MidBroadwell CL
	24.00	S 37°48'34.8" E	
DE13008	28.02 R	112+29.66	MidBroadwell CL
	14.98	S 52°02'57.4" W	
DE13012	43.00 R	112+29.66	MidBroadwell CL
	24.00	N 37°57'02.6" W	
DE14007	43.00 R	112+05.66	MidBroadwell CL
	15.04	N 52°02'57.4" E	
DE13005	27.96 R	112+05.66	MidBroadwell CL

REQD EASMT = 360.26 SF
REQD EASMT = 0.008 ACRES

DW EASMTS = 1

SEE SHEET 60-0003

PARCEL 5 REQD EASMT FOR CONST OF SLOPES
DE80501 ERIC SEAN ABERCROMBIE & ALISAN JEANINE ABERCROMBIE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13013	28.47 R	114+08.00	MidBroadwell CL
	131.08	S 37°46'29.8" E	
DE13014	28.87 R	115+39.08	MidBroadwell CL
	3.13	S 55°00'23.6" W	
DE13015	32.00 R	115+38.92	MidBroadwell CL
	130.92	N 37°57'02.6" W	
DE13016	32.00 R	114+08.00	MidBroadwell CL
	3.53	N 52°02'57.4" E	
DE13013	28.47 R	114+08.00	MidBroadwell CL

REQD EASMT = 435.80 SF
REQD EASMT = 0.010 ACRES

SEE SHEET 60-0003

PARCEL 5 REQD EASMT FOR CONST OF DW
DE90501 ERIC SEAN ABERCROMBIE & ALISAN JEANINE ABERCROMBIE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13009	28.32 R	113+58.93	MidBroadwell CL
	49.07	S 37°46'29.8" E	
DE13013	28.47 R	114+08.00	MidBroadwell CL
	13.53	S 52°02'57.4" W	
DE14008	42.00 R	114+08.00	MidBroadwell CL
	50.73	N 37°57'02.6" W	
DE14009	42.00 R	113+57.27	MidBroadwell CL
	13.78	N 58°57'44.9" E	
DE13009	28.32 R	113+58.93	MidBroadwell CL

REQD EASMT = 678.82 SF
REQD EASMT = 0.016 ACRES

DW EASMTS = 1

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST & MAINT OF DRNG & SLOPES AREA 3
DE70601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12016	30.71 R	119+41.00	MidBroadwell CL

ARC LENGTH = 28.61
CHORD BEAR = S 42°05'23.7" E
LNTH CHORD = 28.60
RADIUS = 375.00
DEGREE = 15°16'43.9"

DE12018	30.20 R	119+68.45	MidBroadwell CL
	6.91	S 27°09'10.5" W	
DE12019	36.66 R	119+70.77	MidBroadwell CL
	13.77	S 33°13'06.3" W	
DE12041	50.00 R	119+73.98	MidBroadwell CL
	34.03	N 41°20'06.0" W	
DE12042	50.00 R	119+42.14	MidBroadwell CL
	3.24	N 27°50'00.5" E	
DE12022	47.00 R	119+41.00	MidBroadwell CL
	16.29	N 50°00'48.2" E	
DE12016	30.71 R	119+41.00	MidBroadwell CL

REQD EASMT = 621.22 SF
REQD EASMT = 0.014 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 1
DE80601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13014	28.87 R	115+39.08	MidBroadwell CL
	153.92	S 37°46'29.8" E	
DE13017	29.35 R	116+93.00	MidBroadwell CL
	8.65	S 52°02'57.4" W	
DE13018	38.00 R	116+93.00	MidBroadwell CL
	38.21	N 43°57'35.0" W	
DE13019	42.00 R	116+55.00	MidBroadwell CL
	116.46	N 34°00'42.1" W	
DE13020	34.00 R	115+38.82	MidBroadwell CL
	5.13	N 55°00'23.6" E	
DE13014	28.87 R	115+39.08	MidBroadwell CL

REQD EASMT = 1445.98 SF
REQD EASMT = 0.033 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 2
DE80602 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13021	29.45 R	117+27.00	MidBroadwell CL
	184.34	S 37°46'29.8" E	
DE12035	30.02 R	119+11.34	MidBroadwell CL

ARC LENGTH = 30.75
CHORD BEAR = S 37°33'18.0" E
LNTH CHORD = 30.75
RADIUS = 375.00
DEGREE = 15°16'43.9"

DE12016	30.71 R	119+41.00	MidBroadwell CL
	3.29	S 50°00'48.2" W	
DE13022	34.00 R	119+41.00	MidBroadwell CL
	85.38	N 41°37'48.6" W	
DE13023	39.00 R	118+57.00	MidBroadwell CL
	6.00	S 52°02'57.4" W	
DE13024	45.00 R	118+57.00	MidBroadwell CL
	56.44	N 30°49'32.5" W	
DE13025	38.00 R	118+01.00	MidBroadwell CL
	74.00	N 37°57'02.6" W	
DE13026	38.00 R	117+27.00	MidBroadwell CL
	8.55	N 52°02'57.4" E	
DE13021	29.45 R	117+27.00	MidBroadwell CL

REQD EASMT = 1808.05 SF
REQD EASMT = 0.042 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 3
DE80602 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/	STATION/	ALIGNMENT
DE12042	50.00 R	119+42.14	MidBroadwell CL
	34.03	S 41°20'06.0" E	
DE12041	50.00 R	119+73.98	MidBroadwell CL
	83.57	S 33°13'06.3" W	
DE12020	131.26 R	119+91.33	MidBroadwell CL
	24.35	N 51°59'26.3" W	
DE12021	135.00 R	119+71.00	MidBroadwell CL
	91.00	N 27°50'00.5" E	
DE12042	50.00 R	119+42.14	MidBroadwell CL

REQD EASMT = 2460.76 SF
REQD EASMT = 0.056 ACRES

PARCEL 6 REQD EASMT FOR CONST OF SLOPES
WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

AREA 1 REQD EASMT = 0.033 ACRES
AREA 2 REQD EASMT = 0.042 ACRES
AREA 3 REQD EASMT = 0.056 ACRES
TOTAL REQD EASMT = 0.131 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF DW
DE90601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/	STATION/	ALIGNMENT
DE13017	29.35 R	116+93.00	MidBroadwell CL
	34.00	S 37°46'29.8" E	
DE13021	29.45 R	117+27.00	MidBroadwell CL
	8.55	S 52°02'57.4" W	
DE13026	38.00 R	117+27.00	MidBroadwell CL
	34.00	N 37°57'02.6" W	
DE13018	38.00 R	116+93.00	MidBroadwell CL
	8.65	N 52°02'57.4" E	
DE13017	29.35 R	116+93.00	MidBroadwell CL

REQD EASMT = 292.44 SF
REQD EASMT = 0.007 ACRES

DW EASMTS = 1

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 7 OF 8

DRAWING No. 60-0007

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Exhibit "C" and made a part hereof; and

WHEREAS, in consequence of the sworn statement the City of Alpharetta, Georgia estimates $2,550.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Exhibit "B" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN PROPERTY IN CONNECTION WITH THE MID BROADWELL ROAD CULVERT AND SIDEWALK PROJECT (CONTRACT NO.: 24-123)

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to complete the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

435.80 square feet of Temporary Construction Easement; and,

One (1) Driveway Easement

Owner(s):
Eric Sean Abercrombie; Alisan Jeanine Abercrombie

Other Potentially Interested Parties:
Wells Fargo Bank, N.A.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: March 23, 2026

AGENDA ITEM:

Resolution: Condemnation of Parcel 6 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012030349 at 1325 Mid Broadwell Road, Alpharetta, GA 30009 (Parcel Owners: Wesley Burton McDaniel, Jr. and Judith M. McDaniel) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 6); estimated just and adequate compensation: $5,750.00 for 621.22 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; 5,714.79 square feet of Temporary Construction Easement; and One (1) Driveway Easement, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Resolution to condemn property interest in Tax Parcel No. 22 433012030349 at 1325 Mid Broadwell Road, Alpharetta, GA 30009 (Parcel Owner: Wesley Burton McDaniel, Jr. and Judith M. McDaniel) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 6), and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City of Alpharetta has determined that it is necessary for the City to exercise its powers of eminent domain to acquire certain interests in this parcel in furtherance of the Mid Broadwell Road Culvert and Sidewalk Project.

Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property identified as Parcel 6 of this Project in order to ensure the timely completion of the Mid Broadwell Road Culvert and Sidewalk Project. The estimated just and adequate compensation: $5,750.00 for 621.22 sq. ft. of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; 5,714.79 sq. ft. of Temporary Construction Easement; and One (1) Driveway Easement.

Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

Do not adopt this resolution and delay the timely completion of this project.

ATTACHMENTS:

1. City Council Package - Mid Broadwell Parcel 6

CITY OF ALPHARETTA

Mid Broadwell Road Culvert and Sidewalk Project

(Contract No.: 24-123)

Parcel 6
Tax Parcel ID No.: 22 433012030349
Condemnee: Wesley Burton McDaniel, Jr. and Judith M. McDaniel

For City Council Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve Mid Broadwell Road, including sidewalks and a culvert, to serve as a part of the transportation and sewer system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of Mid Broadwell Road being known and designated as the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Wesley Burton McDaniel, Jr. and Judith M. McDaniel;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road, culvert, and/or sidewalk, and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Wesley Burton McDaniel, Jr. and Judith M. McDaniel, their successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.

- **IT IS HEREBY FURTHER RESOLVED,** that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

(CONTINUED ON FOLLOWING PAGE)

SO RESOLVED this ____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

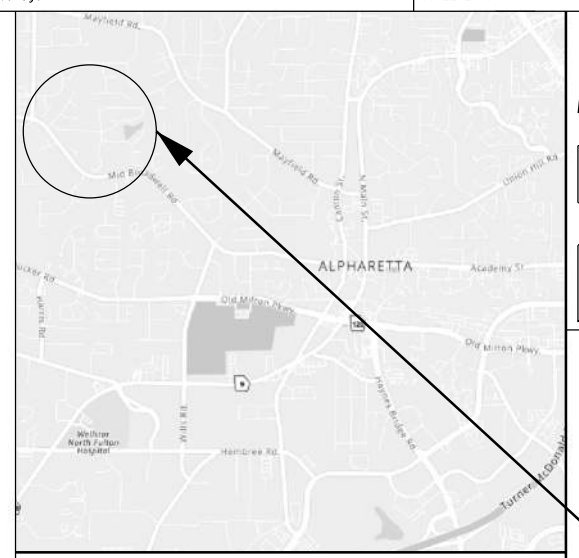
_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY OF PROPOSED
MID BROADWELL ROAD
CULVERT AND SIDEWALK DESIGN
CONTRACT No.: 24-123



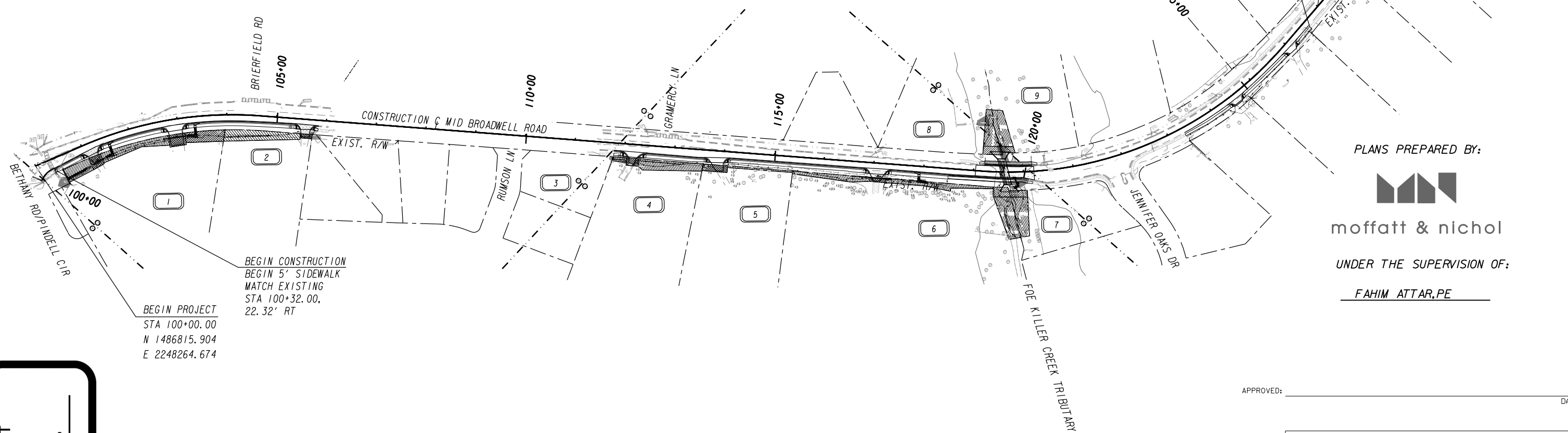
PROJECT LOCATION

LOCATION SKETCH NTS

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

CONVENTIONAL SIGNS

LAND LOT LINE	
PROPERTY LINE	
RIGHT OF WAY LINE – EXISTING	
RIGHT OF WAY LINE – REQUIRED	
RIGHT OF WAY LINE – EXISTING LIMIT OF ACCESS	
RIGHT OF WAY LINE – REQD LIMIT OF ACCESS	
RIGHT OF WAY LINE – EXISTING LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE – REQD LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE – R/W MARKERS	
FENCE	



BEGIN CONSTRUCTION
BEGIN 5' SIDEWALK
MATCH EXISTING
STA 100+32.00,
22.32' RT

BEGIN PROJECT
STA 100+00.00
N 1486815.904
E 2248264.674

END CONSTRUCTION
END 5' SIDEWALK
MATCH EXISTING
STA 126+59.00,
14.19' RT

END PROJECT
STA 127+00.00
N 1485133.192
E 2250230.603

PLANS PREPARED BY:

moffatt & nichol

UNDER THE SUPERVISION OF:

FAHIM ATTAR, PE

EXHIBIT A

SCALE IN FEET
0 100 200 400

COUNTY: FULTON

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY

APPROVED: _____ DATE

PLANS COMPLETED DATE: 08/13/2025

REVISIONS:

DRAWING No.
60-0001

CONCOV

1050 GRAMERCY LN
SALMAN ASHAR & MIRAM

1051 GRAMERCY LN
WEBBER ROBERT C III & WEBBER JERICA

1061 GRAMERCY LN
SARMAST UZAIR & QURESHI SABEEN

N/F
GRAMERCY PARK
1061 GRAMERCY LN

GRAMERCY LANE

111+00 | 112+00 | 113+00 | 114+00 | 115+00 | 116+00

L.L. 1174 | L.L. 1203 | APPROX L.L.

SB (1435)
TOP: 1072.90
IN: 1063.67
OUT: 1063.55

24"RCP | 24"C&G | STOP | ASPHALT

MID BROADWELL ROAD

CONSTRUCTION ℄ S37°57'02.6"E

1/2"RB FND

DE13005 | DE13008 | DE13009 | DE13013 | DE13014

EXISTING SIDEWALK | EXIST. R/W | COMM. MARKER

DE13036 | DE13004 | DE13007 | DE13006 | DE14007 | DE13012 | DE13011 | DE13016 | DE14008 | DE14009 | DE13010 | DE13015 | DE13020

AREA 1 | AREA 2 | AREA 1

5' SPLIT RAIL | ASPHALT DRIVE | KEYPAD | HISTORIC BRICK FIREPLACE

℄

MATCH LINE STA. 116+00.00 DRAWING No. 60-0004

3
N/F
RUMSON POINT
1310 RUMSON LN
SEE SHEET
60-0006

4
N/F
WILLIAM LAWSON SWAN, JR.
1275 MID BROADWELL RD
SEE SHEET 60-0007

5
N/F
ERIC SEAN ABERCROMBIE &
ALISAN JEANINE ABERCROMBIE
1285 MID BROADWELL RD
SEE SHEET 60-0007

6
N/F
WESLEY BURTON MCDANIEL, JR.
& JUDITH M. MCDANIEL
1325 MID BROADWELL RD
SEE SHEET 60-0007

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 3 OF 8

DRAWING No. 60-0003

7/31/2015 GRWPLN

Curve° 2
PI Sta= 122+81.80
N= 1485120.0584
E= 2249758.2331
DELTA= 53°38'31.0" (LT)
D= 07°54'10.32"
T= 366.56
L= 678.77
R= 725.00
E= 87.40
D.S.= 40 MPH

MATCH LINE STA. 116+00.00 DRAWING No. 60-0003

N/F GRAMERCY PARK 1064 GRAMERCY LN

N/F GRAMERCY PARK 1061 GRAMERCY LN

8 N/F GRAMERCY PARK NEIGHBORHOOD ASSOCIATION 1066 GRAMERCY LN SEE SHEET 60-0008

9 N/F BRIERFIELD HOMEOWNERS ASSOCIATION 1325 BRIERS CREEK DR SEE SHEET 60-0008

6 N/F WESLEY BURTON MCDANIEL, JR. & JUDITH M. MCDANIEL 1325 MID BROADWELL RD SEE SHEET 60-0007

7 N/F JENNIFER OAKS (PHASE ONE AND TWO) 1005 JENNIFER OAKS DR SEE SHEET 60-0008

N/F JENNIFER OAKS (PHASE ONE AND TWO) 1015 JENNIFER OAKS DR

CONSTRUCTION ℄ S37°57'02.6"E MID BROADWELL ROAD

CENTERLINE OF CREEK IS PROPERTY LINE

P.I. 119+15.24

CURVE 2

AREA 1 AREA 2

25' STREAM BUFFER 100' STREAM BUFFER 150' STREAM BUFFER

FOE KILLER CREEK TRIBUTARY

DE13017 DE13021 DE13019 DE13018 DE13026 DE13025 DE13024 DE13023 DE13022 DE12028 DE12027 DE12029 DE12030 DE12032 DE12039 DE12040 DE12033 DE12034 DE12038 DE12026 DE12031 DE12018 DE12016 DE12035 DE12019 DE12024 DE12022 DE12042 DE12043 DE12041 DE12025 DE12021 DE12020

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 4 OF 8

DRAWING No. 60-0004

7/31/2015 GRWPLN

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF SLOPES AREA 1
DE80401 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13004	27.90 R	111+78.91	MidBroadwell CL
	26.76	S 37°48'55.1" E	
DE13005	27.96 R	112+05.66	MidBroadwell CL
	10.04	S 52°02'57.4" W	
DE13006	38.00 R	112+05.66	MidBroadwell CL
	29.18	N 34°01'15.2" W	
DE13007	36.00 R	111+76.55	MidBroadwell CL
	8.44	N 68°15'54.2" E	
DE13004	27.90 R	111+78.91	MidBroadwell CL

REQD EASMT = 254.64 SF
REQD EASMT = 0.006 ACRES

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF SLOPES AREA 2
DE80402 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13008	28.02 R	112+29.66	MidBroadwell CL
	129.27	S 37°48'58.9" E	
DE13009	28.32 R	113+58.93	MidBroadwell CL
	14.79	S 58°57'44.9" W	
DE13010	43.00 R	113+57.15	MidBroadwell CL
	118.69	N 41°19'54.0" W	
DE13011	50.00 R	112+38.66	MidBroadwell CL
	11.40	N 0°04'32.6" W	
DE13012	43.00 R	112+29.66	MidBroadwell CL
	14.98	N 52°02'57.4" E	
DE13008	28.02 R	112+29.66	MidBroadwell CL

REQD EASMT = 2350.15 SF
REQD EASMT = 0.054 ACRES

PARCEL 4 REQD EASMT FOR CONST OF SLOPES
WILLIAM LAWSON SWAN, JR

AREA 1 REQD EASMT = 0.006 ACRES
AREA 2 REQD EASMT = 0.054 ACRES
TOTAL REQD EASMT = 0.060 ACRES

SEE SHEET 60-0003

PARCEL 4 REQD EASMT FOR CONST OF DW
DE90401 WILLIAM LAWSON SWAN, JR

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13005	27.96 R	112+05.66	MidBroadwell CL
	24.00	S 37°48'34.8" E	
DE13008	28.02 R	112+29.66	MidBroadwell CL
	14.98	S 52°02'57.4" W	
DE13012	43.00 R	112+29.66	MidBroadwell CL
	24.00	N 37°57'02.6" W	
DE14007	43.00 R	112+05.66	MidBroadwell CL
	15.04	N 52°02'57.4" E	
DE13005	27.96 R	112+05.66	MidBroadwell CL

REQD EASMT = 360.26 SF
REQD EASMT = 0.008 ACRES

DW EASMTS = 1

SEE SHEET 60-0003

PARCEL 5 REQD EASMT FOR CONST OF SLOPES
DE80501 ERIC SEAN ABERCROMBIE & ALISAN JEANINE ABERCROMBIE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13013	28.47 R	114+08.00	MidBroadwell CL
	131.08	S 37°46'29.8" E	
DE13014	28.87 R	115+39.08	MidBroadwell CL
	3.13	S 55°00'23.6" W	
DE13015	32.00 R	115+38.92	MidBroadwell CL
	130.92	N 37°57'02.6" W	
DE13016	32.00 R	114+08.00	MidBroadwell CL
	3.53	N 52°02'57.4" E	
DE13013	28.47 R	114+08.00	MidBroadwell CL

REQD EASMT = 435.80 SF
REQD EASMT = 0.010 ACRES

SEE SHEET 60-0003

PARCEL 5 REQD EASMT FOR CONST OF DW
DE90501 ERIC SEAN ABERCROMBIE & ALISAN JEANINE ABERCROMBIE

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13009	28.32 R	113+58.93	MidBroadwell CL
	49.07	S 37°46'29.8" E	
DE13013	28.47 R	114+08.00	MidBroadwell CL
	13.53	S 52°02'57.4" W	
DE14008	42.00 R	114+08.00	MidBroadwell CL
	50.73	N 37°57'02.6" W	
DE14009	42.00 R	113+57.27	MidBroadwell CL
	13.78	N 58°57'44.9" E	
DE13009	28.32 R	113+58.93	MidBroadwell CL

REQD EASMT = 678.82 SF
REQD EASMT = 0.016 ACRES

DW EASMTS = 1

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST & MAINT OF DRNG & SLOPES AREA 3
DE70601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12016	30.71 R	119+41.00	MidBroadwell CL
ARC LENGTH = 28.61			
CHORD BEAR = S 42°05'23.7" E			
LNTH CHORD = 28.60			
RADIUS = 375.00			
DEGREE = 15°16'43.9"			
DE12018	30.20 R	119+68.45	MidBroadwell CL
	6.91	S 27°09'10.5" W	
DE12019	36.66 R	119+70.77	MidBroadwell CL
	13.77	S 33°13'06.3" W	
DE12041	50.00 R	119+73.98	MidBroadwell CL
	34.03	N 41°20'06.0" W	
DE12042	50.00 R	119+42.14	MidBroadwell CL
	3.24	N 27°50'00.5" E	
DE12022	47.00 R	119+41.00	MidBroadwell CL
	16.29	N 50°00'48.2" E	
DE12016	30.71 R	119+41.00	MidBroadwell CL

REQD EASMT = 621.22 SF
REQD EASMT = 0.014 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 1
DE80601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13014	28.87 R	115+39.08	MidBroadwell CL
	153.92	S 37°46'29.8" E	
DE13017	29.35 R	116+93.00	MidBroadwell CL
	8.65	S 52°02'57.4" W	
DE13018	38.00 R	116+93.00	MidBroadwell CL
	38.21	N 43°57'35.0" W	
DE13019	42.00 R	116+55.00	MidBroadwell CL
	116.46	N 34°00'42.1" W	
DE13020	34.00 R	115+38.82	MidBroadwell CL
	5.13	N 55°00'23.6" E	
DE13014	28.87 R	115+39.08	MidBroadwell CL

REQD EASMT = 1445.98 SF
REQD EASMT = 0.033 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 2
DE80602 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13021	29.45 R	117+27.00	MidBroadwell CL
	184.34	S 37°46'29.8" E	
DE12035	30.02 R	119+11.34	MidBroadwell CL
ARC LENGTH = 30.75			
CHORD BEAR = S 37°33'18.0" E			
LNTH CHORD = 30.75			
RADIUS = 375.00			
DEGREE = 15°16'43.9"			
DE12016	30.71 R	119+41.00	MidBroadwell CL
	3.29	S 50°00'48.2" W	
DE13022	34.00 R	119+41.00	MidBroadwell CL
	85.38	N 41°37'48.6" W	
DE13023	39.00 R	118+57.00	MidBroadwell CL
	6.00	S 52°02'57.4" W	
DE13024	45.00 R	118+57.00	MidBroadwell CL
	56.44	N 30°49'32.5" W	
DE13025	38.00 R	118+01.00	MidBroadwell CL
	74.00	N 37°57'02.6" W	
DE13026	38.00 R	117+27.00	MidBroadwell CL
	8.55	N 52°02'57.4" E	
DE13021	29.45 R	117+27.00	MidBroadwell CL

REQD EASMT = 1808.05 SF
REQD EASMT = 0.042 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF SLOPES AREA 3
DE80602 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12042	50.00 R	119+42.14	MidBroadwell CL
	34.03	S 41°20'06.0" E	
DE12041	50.00 R	119+73.98	MidBroadwell CL
	83.57	S 33°13'06.3" W	
DE12020	131.26 R	119+91.33	MidBroadwell CL
	24.35	N 51°59'26.3" W	
DE12021	135.00 R	119+71.00	MidBroadwell CL
	91.00	N 27°50'00.5" E	
DE12042	50.00 R	119+42.14	MidBroadwell CL

REQD EASMT = 2460.76 SF
REQD EASMT = 0.056 ACRES

PARCEL 6 REQD EASMT FOR CONST OF SLOPES
WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

AREA 1 REQD EASMT = 0.033 ACRES
AREA 2 REQD EASMT = 0.042 ACRES
AREA 3 REQD EASMT = 0.056 ACRES
TOTAL REQD EASMT = 0.131 ACRES

SEE SHEETS 60-0003 & 60-0004

PARCEL 6 REQD EASMT FOR CONST OF DW
DE90601 WESLEY BURTON MCDANIEL, JR & JUDITH M MCDANIEL

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE13017	29.35 R	116+93.00	MidBroadwell CL
	34.00	S 37°46'29.8" E	
DE13021	29.45 R	117+27.00	MidBroadwell CL
	8.55	S 52°02'57.4" W	
DE13026	38.00 R	117+27.00	MidBroadwell CL
	34.00	N 37°57'02.6" W	
DE13018	38.00 R	116+93.00	MidBroadwell CL
	8.65	N 52°02'57.4" E	
DE13017	29.35 R	116+93.00	MidBroadwell CL

REQD EASMT = 292.44 SF
REQD EASMT = 0.007 ACRES

DW EASMTS = 1

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 7 OF 8

DRAWING No. 60-0007

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Exhibit "C" and made a part hereof; and

WHEREAS, in consequence of the sworn statement the City of Alpharetta, Georgia estimates $5,750.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Exhibit "B" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN PROPERTY IN CONNECTION WITH THE MID BROADWELL ROAD CULVERT AND SIDEWALK PROJECT (CONTRACT NO.: 24-123)

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to complete the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

621.22 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes;

5,714.79 square feet of Temporary Construction Easement; and,

One (1) Driveway Easement

Owner(s):

Wesley Burton McDaniel, Jr. and Judith M. McDaniel

Other Potentially Interested Parties:

Truist Bank as successor in interest to Branch Banking and Trust Company; MediaOne of Colorado, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking,

to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: March 23, 2026

AGENDA ITEM:

Resolution: Condemnation of Parcel 8 of the Mid Broadwell Road Culvert and Sidewalk Project
Consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 22 433012021116 at 1066 Gramercy Lane, Alpharetta, GA 30004 (Parcel Owner: Gramercy Park Neighborhood Association, Inc.) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 8); estimated just and adequate compensation: $4,450.00 for 607.72 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; and, 1,518.91 square feet of Temporary Construction Easement, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Resolution to condemn property interest in Tax Parcel No. 22 433012021116 at 1066 Gramercy Lane, Alpharetta, GA 30004 (Parcel Owner: Gramercy Park Neighborhood Association, Inc.) of the Mid Broadwell Road Culvert and Sidewalk Project (Parcel No. 8), and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City of Alpharetta has determined that it is necessary for the City to exercise its powers of eminent domain to acquire certain interests in this parcel in furtherance of the Mid Broadwell Road Culvert and Sidewalk Project.

Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property identified as Parcel 8 of this Project in order to ensure the timely completion of the Mid Broadwell Road Culvert and Sidewalk Project. The estimated just and adequate compensation: $4,450.00 for 607.72 sq. ft. of Permanent Easement for the Construction and Maintenance of Drainage and Slopes; and 1,518.91 sq. ft. of Temporary Construction Easement.

Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

Do not adopt this resolution and redesign and delay the timely completion of this project.

ATTACHMENTS:

1. City Council Package - Mid Broadwell Parcel 8

CITY OF ALPHARETTA

Mid Broadwell Road Culvert and Sidewalk Project

(Contract No.: 24-123)

Parcel 8
Tax Parcel ID No.: 22 433012021116
Condemnee: Gramercy Park Neighborhood Association, Inc.

For City Council Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve Mid Broadwell Road, including sidewalks and a culvert, to serve as a part of the transportation and sewer system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of Mid Broadwell Road being known and designated as the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Gramercy Park Neighborhood Association, Inc.;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road, culvert, and/or sidewalk, and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Gramercy Park Neighborhood Association, Inc., its successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.

- **IT IS HEREBY FURTHER RESOLVED,** that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

(CONTINUED ON FOLLOWING PAGE)

SO RESOLVED this ____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

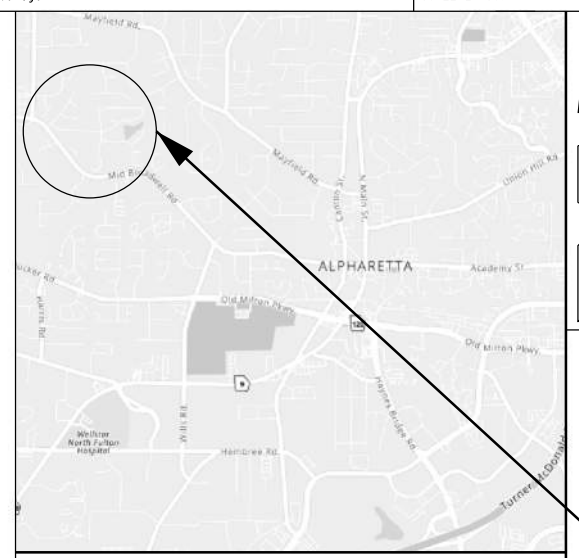
_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY OF PROPOSED
MID BROADWELL ROAD
CULVERT AND SIDEWALK DESIGN
CONTRACT No.: 24-123

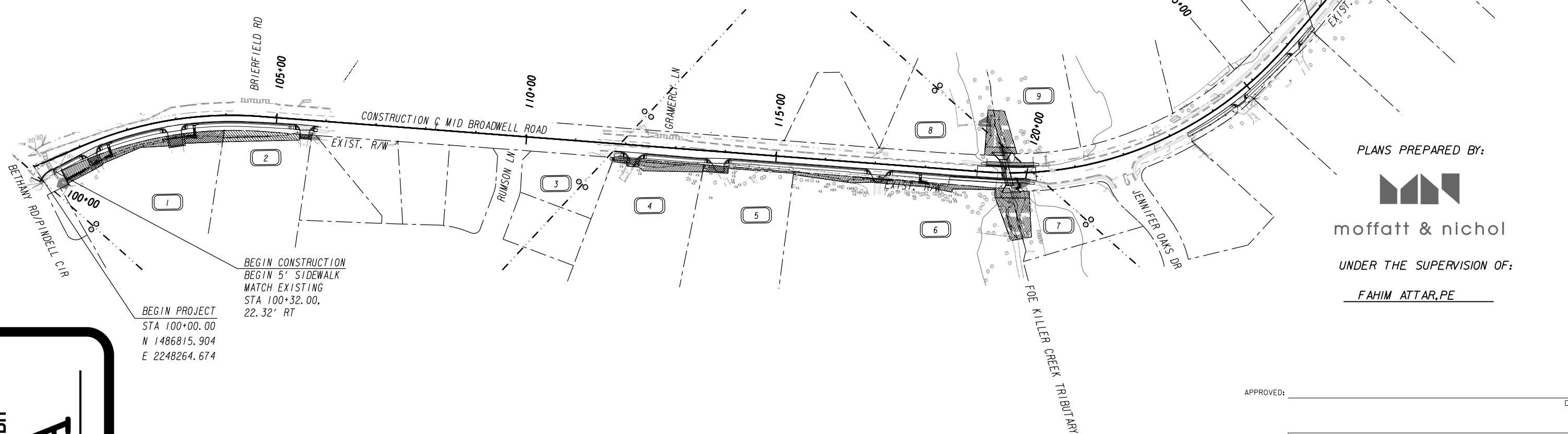


LOCATION SKETCH NTS

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

CONVENTIONAL SIGNS

LAND LOT LINE	
PROPERTY LINE	
RIGHT OF WAY LINE — EXISTING	
RIGHT OF WAY LINE — REQUIRED	
RIGHT OF WAY LINE — EXISTING LIMIT OF ACCESS	
RIGHT OF WAY LINE — REQD LIMIT OF ACCESS	
RIGHT OF WAY LINE — EXISTING LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE — REQD LIMIT OF ACCESS & R/W	
RIGHT OF WAY LINE — R/W MARKERS	
FENCE	



PLANS PREPARED BY:

moffatt & nichol

UNDER THE SUPERVISION OF:

FAHIM ATTAR, PE

EXHIBIT A

COUNTY: FULTON

SCALE IN FEET
0 100 200 400

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY

APPROVED: _____ DATE

PLANS COMPLETED DATE: 08/13/2025

REVISIONS:

DRAWING No.
60-0001

CONCOV

Curve° 2
PI Sta: 122+81.80
N: 1485120.0584
E: 2249758.2331
DELTA: 53°38'31.0" (LT)
D: 07°54'10.32"
T: 366.56
L: 678.77
R: 725.00
E: 87.40
D.S.: 40 MPH

N/F
GRAMERCY PARK
1064 GRAMERCY LN

N/F
GRAMERCY PARK
1061 GRAMERCY LN

8
N/F
GRAMERCY PARK
NEIGHBORHOOD
ASSOCIATION
1066 GRAMERCY LN
SEE SHEET 60-0008

9
N/F
BRIERFIELD HOMEOWNERS
ASSOCIATION
1325 BRIERS CREEK DR
SEE SHEET 60-0008

6
N/F
WESLEY BURTON MCDANIEL, JR.
& JUDITH M. MCDANIEL
1325 MID BROADWELL RD
SEE SHEET 60-0007

7
N/F
JENNIFER OAKS
(PHASE ONE AND TWO)
1005 JENNIFER OAKS DR
SEE SHEET 60-0008

N/F
JENNIFER OAKS
(PHASE ONE AND TWO)
1015 JENNIFER OAKS DR

MATCH LINE STA. 116+00.00 DRAWING No. 60-0003

CONSTRUCTION ℄ S37°57'02.6"E MID BROADWELL ROAD

P.I.C. 119+15.24

CURVE 2

CENTERLINE OF CREEK IS PROPERTY LINE

EXIST. R/W

AREA 1 AREA 2

DE13017 DE13021 DE13019 DE13018 DE13026 DE13025 DE13024 DE13023 DE13022 DE12028 DE12027 DE12029 DE12030 DE12032 DE12039 DE12040 DE12033 DE12034 DE12038 DE12026 DE12031 DE12018 DE12016 DE12035 DE12019 DE12024 DE12022 DE12042 DE12043 DE12041 DE12025 DE12021 DE12020

25' STREAM BUFFER 150' STREAM BUFFER 100' STREAM BUFFER

FOE KILLER CREEK TRIBUTARY

FLOOD ZONE "X"

APPROX LL

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 4 OF 8

DRAWING No. 60-0004

7/31/2015 GRWPLN

SEE SHEET 60-0004

PARCEL 7 REQD EASMT FOR CONST & MAINT OF DRNG & SLOPES
DE70701 JENNIFER OAKS (PHASE ONE AND TWO)

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12019	36.66 R	119+70.77	MidBroadwell CL
ARC LENGTH = 37.03			
CHORD BEAR = S 43°01'18.2" E			
LNTH CHORD = 37.02			
RADIUS = 733.50			
DEGREE = 7°48'40.8"			
DE12024	37.12 R	120+06.00	MidBroadwell CL
	13.88	S 44°52'35.5" W	
DE12043	51.00 R	120+06.00	MidBroadwell CL
	34.26	N 42°11'10.0" W	
DE12041	50.00 R	119+73.98	MidBroadwell CL
	13.77	N 33°13'06.3" E	
DE12019	36.66 R	119+70.77	MidBroadwell CL
REQD EASMT = 479.19 SF			
REQD EASMT = 0.011 ACRES			

SEE SHEET 60-0004

PARCEL 7 REQD EASMT FOR CONST OF SLOPES
DE80701 JENNIFER OAKS (PHASE ONE AND TWO)

PNT	OFFSET/	STATION/	ALIGNMENT
DE12041	50.00 R	119+73.98	MidBroadwell CL
	34.26	S 42°11'10.0" E	
DE12043	51.00 R	120+06.00	MidBroadwell CL
	78.00	S 44°52'35.5" W	
DE12025	129.00 R	120+06.00	MidBroadwell CL
	17.46	N 51°59'26.3" W	
DE12020	131.26 R	119+91.33	MidBroadwell CL
	83.57	N 33°13'06.3" E	
DE12041	50.00 R	119+73.98	MidBroadwell CL
REQD EASMT = 2061.28 SF			
REQD EASMT = 0.047 ACRES			

SEE SHEET 60-0004

PARCEL 8 REQD EASMT FOR CONST & MAINT OF DRNG & SLOPES
DE70801 GRAMERCY PARK NEIGHBORHOOD ASSOCIATION

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12026	33.84 L	119+16.00	MidBroadwell CL
	16.16	N 51°59'20.8" E	
DE12038	50.00 L	119+16.00	MidBroadwell CL
	33.66	S 41°08'31.2" E	
DE12039	51.00 L	119+52.16	MidBroadwell CL
	12.52	S 29°48'50.1" W	
DE12034	39.17 L	119+56.54	MidBroadwell CL
	5.16	S 28°06'00.4" W	
DE12031	34.34 L	119+58.45	MidBroadwell CL
ARC LENGTH = 40.46			
CHORD BEAR = N 40°24'23.7" W			
LNTH CHORD = 40.46			
RADIUS = 3268.10			
DEGREE = 1°45'11.5"			
DE12026	33.84 L	119+16.00	MidBroadwell CL
REQD EASMT = 607.72 SF			
REQD EASMT = 0.014 ACRES			

SEE SHEET 60-0004

PARCEL 8 REQD EASMT FOR CONST OF SLOPES
DE70801 GRAMERCY PARK NEIGHBORHOOD ASSOCIATION

PNT	OFFSET/	STATION/	ALIGNMENT
DE12038	50.00 L	119+16.00	MidBroadwell CL
	74.00	N 51°59'20.8" E	
DE12027	124.00 L	119+16.00	MidBroadwell CL
	11.61	S 37°51'57.4" E	
DE12028	123.86 L	119+30.00	MidBroadwell CL
	8.95	S 37°03'55.5" W	
DE12029	115.16 L	119+32.54	MidBroadwell CL
	21.32	S 45°23'12.7" W	
DE12030	93.93 L	119+34.80	MidBroadwell CL
	45.68	S 29°48'50.2" W	
DE12039	51.00 L	119+52.16	MidBroadwell CL
	33.66	N 41°08'31.2" W	
DE12038	50.00 L	119+16.00	MidBroadwell CL
REQD EASMT = 1518.91 SF			
REQD EASMT = 0.035 ACRES			

SEE SHEET 60-0004

PARCEL 9 REQD EASMT FOR CONST & MAINT OF DRNG & SLOPES
DE70901 BRIERFIELD HOMEOWNERS ASSOCIATION

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE12034	39.17 L	119+56.54	MidBroadwell CL
	12.52	N 29°48'50.1" E	
DE12039	51.00 L	119+52.16	MidBroadwell CL
	26.15	S 41°58'48.9" E	
DE12040	51.00 L	119+80.29	MidBroadwell CL
	12.95	S 31°19'52.2" W	
DE12033	38.52 L	119+83.96	MidBroadwell CL
ARC LENGTH = 25.96			
CHORD BEAR = N 40°51'00.2" W			
LNTH CHORD = 25.96			
RADIUS = 612.50			
DEGREE = 9°21'15.9"			
DE12034	39.17 L	119+56.54	MidBroadwell CL
REQD EASMT = 317.89 SF			
REQD EASMT = 0.007 ACRES			

SEE SHEET 60-0004

PARCEL 9 REQD EASMT FOR CONST OF SLOPES
DE80901 BRIERFIELD HOMEOWNERS ASSOCIATION

PNT	OFFSET/	STATION/	ALIGNMENT
DE12039	51.00 L	119+52.16	MidBroadwell CL
	45.68	N 29°48'50.2" E	
DE12030	93.93 L	119+34.80	MidBroadwell CL
	21.32	N 45°23'12.7" E	
DE12029	115.16 L	119+32.54	MidBroadwell CL
	8.95	N 37°03'55.5" E	
DE12028	123.86 L	119+30.00	MidBroadwell CL
	21.59	S 37°51'57.4" E	
DE12032	123.00 L	119+56.00	MidBroadwell CL
	75.10	S 31°19'52.2" W	
DE12040	51.00 L	119+80.29	MidBroadwell CL
	26.15	N 41°58'48.9" W	
DE12039	51.00 L	119+52.16	MidBroadwell CL
REQD EASMT = 1861.28 SF			
REQD EASMT = 0.043 ACRES			

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
CITY OF ALPHARETTA

RIGHT OF WAY MAP

PROJECT NO: 24-123
COUNTY: FULTON
LAND LOT NO:1202, 1203, 1173, & 1174
LAND DISTRICT: N/A
GMD N/A
DATE 11/26/24 SH 8 OF 8

DRAWING No. 60-0008

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Exhibit "C" and made a part hereof; and

WHEREAS, in consequence of the sworn statement the City of Alpharetta, Georgia estimates $4,450.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Exhibit "B" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN PROPERTY IN CONNECTION WITH THE MID BROADWELL ROAD CULVERT AND SIDEWALK PROJECT (CONTRACT NO.: 24-123)

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to complete the Mid Broadwell Road Culvert and Sidewalk Project (Contract No.: 24-123) and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

607.72 square feet of Permanent Easement for the Construction and Maintenance of Drainage and Slopes;

1,518.91 square feet of Temporary Construction Easement; and,

Owner(s):

Gramercy Park Neighborhood Association, Inc.

Other Potentially Interested Parties:

John Wieland Homes and Neighborhoods, Inc.; Georgia Power Company

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____ 2026.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member T. Kirk Driskell

_____
Council Member Katie Reeves

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Grace Orehosky, Acting City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney