



CITY COUNCIL MEETING & PUBLIC HEARING JULY 13, 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. **PROCLAMATIONS AND PRESENTATIONS**
 - A. **Proclamation Honoring Pat Fox**
5. **CONSENT AGENDA**
 - A. **Special Called City Council Meeting Minutes (Meeting of 06/15/2026)**
Approval of the City Council meeting minutes from the Special Called meeting of June 15, 2026.
 - B. **City Council Meeting Minutes (Meeting of 06/15/2026)**
Approval of the City Council meeting minutes from the meeting of June 15, 2026.
 - C. **City Council Meeting Minutes (Meeting of 06/22/2026)**
Approval of the City Council meeting minutes from the meeting of June 22, 2026.
 - D. **Conflict Waiver: Jarrard & Davis, LLP Representation of Fulton County and the Fulton County Board of Registration and Elections**
Consideration of approval of a Conflict Waiver for Jarrard & Davis, LLP's representation of Fulton County and the Fulton County Board of Registration and Elections, and with authorization for the Mayor to execute all necessary documents.
 - E. **Conflict Waiver: Jarrard & Davis, LLP's Joint Representation of the City of Alpharetta and the City of Milton**
Consideration and approval of a Conflict Waiver regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton as it relates to an Intergovernmental Agreement, Right-of-Way and Permanent Easement acquisition regarding the City of Milton's planned cross-jurisdictional improvement project on SR 140/Arnold Mill Road, a portion of which lies in Alpharetta's jurisdiction, and with authorization for the Mayor to execute all necessary documents.
 - F. **Acceptance and ratification of Right-of-Way Deed and Temporary Easement: Dryden Road, Parcel 1**
Consideration and approval of a Right-of-Way Deed and Temporary Construction Easement with Woodward Mill, LLC for Dryden Road, Parcel 1, Tax Parcel No. 22 545011880570 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.
 - G. **Acceptance and ratification of Right-of-Way Deed and Temporary Easements: Dryden Road, Parcel 2**
Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, and Temporary Construction Easement with Woodward Crossings, LLC for Dryden Road, Parcel 2, Tax Parcel No. 21 549011120237 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.
 - H. **Acceptance and ratification of Right-of-Way Deed, Temporary Easements, and Permanent Easement: Dryden Road, Parcel 3**
Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, Temporary Construction Easement, and Permanent Easement with AT&T Enterprises, LLC for Dryden Road, Parcel 3, Tax Parcel No. 21 550011760089 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

I. Final Order & Judgment: Cumming Street, Parcel 1

Consideration and approval of a Final Consent Order and Judgment in the total amount of \$23,625.00 for Fulton County Tax Parcel No. 22 498212540439 in connection with Cumming Street, Parcel 1 (Property Owner: Jill Bernard) for Civil Action No.: 25-CV-011859.

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. Ordinance: Alcoholic Beverages Text Amendments

FIRST READING

Consideration of an ordinance to amend Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta, Georgia. The proposed modifications will amend provisions related to alcohol service and consumption at publicly-owned facilities; to provide for severability; to provide for an effective date; and for other purposes.

C. Ordinance: Fire Prevention and Protection Text Amendments

FIRST READING

DEFERRED: This item has been deferred by Staff to the July 20, 2026 City Council meeting, and will not be considered at this meeting.

Consideration of text amendments to Chapter 20, referred to as Fire Prevention and Protection, to amend provisions related to adoption of state minimum fire safety standards; definitions; appeals from decisions of the fire department; storage of explosives, blasting agents, and liquified petroleum gases; sprinkler installation requirements; outdoor burning regulations; emergency access for gated communities; emergency responders radio coverage and testing; special fire services and public safety plans; fire watch personnel and fire safety officer requirements; permit requirements for certain assembly events, temporary events, or planned activities; fire and life safety record retention; records reporting system requirements through the use of third-party inspection reporting software programs; compliance reporting; enforcement provisions; and for other purposes.

7. NEW BUSINESS

A. Intergovernmental Agreement: TSPLOST III Agreement between the City of Alpharetta and Fulton County

Consideration and approval of an Intergovernmental Agreement with Fulton County for TSPLOST III, and with authorization for the Mayor to execute all necessary documents.

B. Intergovernmental Agreement: SR 140/Arnold Mill Road Cross-Jurisdictional Improvement Project Agreement between the City of Alpharetta and the City of Milton

Consideration and approval of an Intergovernmental Agreement between the City of Alpharetta and the City of Milton for a Cross-Jurisdictional Improvement Project located at SR 140/Arnold Mill Road at Green Road, a portion of which lies within the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

C. Resolution: Transfer of Property Interests Between the City of Alpharetta and Georgia Department of Transportation

Consideration and approval of a resolution approving the transfer of 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12297008550532 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) to Georgia Department of Transportation for the SR 400 Express Lanes Project (PI:0001757), and acceptance of a Quit Claim Deed from Georgia Department of Transportation to Alpharetta for +/- 1.874 acres of Tax Parcel No. 12260006902865 (Encore Parkway at Fanfare Way) for the Alpha Loop Project.

D. Purchase Approval: Small Government Enterprise Agreement and Annual Subscription with Environmental Systems Research Institute, Inc (ESRI)

Consideration of approval of the procurement of the small government enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of \$66,600.00, and authorize the Mayor to execute all necessary documents.

E. Purchase Approval: Multifactor Authentication (MFA) Software as a Service (SaaS) Subscription with Verinext Corp.

Consideration of approval of a purchase order to Verinext Corp., as the vendor to provide the annual MFA SaaS Subscription, in the amount of \$53,947.05.

F. Resolution: Incorporation of Brookside Park into the Big Creek Greenway System

Consideration and approval of a Resolution authorizing the incorporation of Brookside Park into the Big Creek Greenway System, and with authorization for the Mayor to execute all necessary documents.

8. WORK SESSION

A. Discussion on Public Art — Dazzle and Discord

Discussion on Dazzle and Discord — Outdoor-On-Loan Exhibit for 2026-2028.

B. Discussion on Public Art — Lamp Post Gallery

Discussion and direction regarding a Yearly Outdoor Art Gallery on Lamp Posts.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT



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

"Honoring Pat Fox"

- WHEREAS:** Pat Fox has long been recognized by the citizens of Alpharetta and throughout Metro Atlanta for his distinguished contributions to community journalism and his commitment to keeping citizens informed on matters of local importance; and
- WHEREAS:** A graduate of Wichita State University with a Bachelor of Arts degree in Journalism, Pat has devoted 45 years to the journalism profession, serving as an editor, designer, and reporter for publications including the *Atlanta Journal-Constitution*, the *Marion County Record*, the *Hutchinson News*, and Appen Media; and
- WHEREAS:** During his tenure with Appen Media and the *Alpharetta-Roswell Herald*, Pat provided thoughtful coverage of civic affairs while mentoring and guiding more than 100 reporters, columnists, and writers, helping to shape the next generation of journalists; and
- WHEREAS:** Throughout his career, Pat anchored his work in integrity, focusing on issues of consequence and significance, earning the respect and admiration of readers, colleagues, and community leaders alike; and
- WHEREAS:** Pat's steadfast service, leadership, and dedication to excellence have left a lasting impact on Appen Media and the communities he served, and his contributions will be greatly missed upon the occasion of his retirement; and
- WHEREAS:** Pat is supported by his loving wife, Tammy, whose partnership has accompanied him throughout his remarkable career.
- NOW, THEREFORE:** We, the Mayor and Council of the City of Alpharetta, Georgia, do hereby recognize and commend Pat Fox upon the grand occasion of his retirement and express our sincere gratitude for his outstanding contributions to journalism, public service, and the citizens of Alpharetta. We extend our best wishes for continued health, happiness, and success in the years ahead.
- SO PROCLAIMED:** This 13 day of July, 2026, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Grace Orehosky
Acting City Clerk for the City of Alpharetta
Page 4 of 269



STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Special Called City Council Meeting Minutes (Meeting of 06/15/2026)

Approval of the City Council meeting minutes from the Special Called meeting of June 15, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes for the June 15, 2026 Special Called City Council meeting.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Acting City Clerk, Grace Orehosky, prepared a synopsis of the pertinent information that occurred during the Special Called City Council meeting on June 15, 2026.

ALTERNATIVES:

Do not approve the Special Called City Council meeting minutes as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-06-15 SC Minutes
2. 2026-06-15 Order Upholding Appeal



Special Called City Council Meeting &
Public Hearing
JUNE 15, 2026

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 11:30 AM

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 11:30 a.m.

2. ROLL CALL

- Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- T. Kirk Driskell
- Katie Reeves
- Douglas J. DeRito
- John Hipes
- Fergal M. Brady

- Staff

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Grace Orehosky, Municipal Records Officer
- Adam Montgomery, Director of Information Technology
- Tom Harris, Director of Finance

- Pete Sewczwicz, Director of Public Works
- Charlie Jewell, Director of Economic Development
- Trent Lindgren, Chief of Police
- Cris Randall, Director of Human Resources
- Adam Montgomery, Director of Information Technology
- Kathi Cook, Director of Community Development
- Deanna McKay, Public Communication & Engagement Coordinator
- Shawn Mitchell, Budget & Procurement Manager
- Bret Shroeder, Code Enforcement Manager
- Christine Young, Senior Operations Manager Recreation Parks & Cultural Services

3. PLEDGE TO THE FLAG

4. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

B. Fiscal Year 2027 Budget and Millage Rate Levy

SECOND PUBLIC HEARING

The purpose of this hearing is to obtain public comment on the Recommended Fiscal Year 2027 Budget and Millage Rate Levy. This is public hearing #2 of 3.

- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2027 Budget was distributed electronically to the City Council on April 29, 2026, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2027 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2027 budget line-item detail).
- City Council Budget Workshops were held on May 4, 2026, and May 18, 2026.
- A Public Hearing on the budget and millage rate levy was held on June 1, 2026.

- The 1st reading of the adopting ordinances for the Budget and Millage Rate levy were approved on June 1, 2026.
- There have been no changes to the FY 2027 Budget since the 1st reading of the budget ordinance on June 1, 2026.
- There were changes made to the future planning years of the CIP (2028-2031) to reflect the final approved TSPLOST 3 project list (approved on June 1, 2026). These changes have no effect on the FY 2027 Operating and Capital Budget.
- This morning is the second of three public hearings on the FY 2027 Budget and Millage Rate Levy with the adoption schedule as follows:
 - June 1, 2026: Public Hearing & City Council Meeting. 1st reading of the Budget Ordinance & Millage Ordinance.
 - June 15, 2026 (11:30 am): Public Hearing
 - June 15, 2026 (6:30 pm): Public Hearing & City Council Meeting. 2nd reading of the Budget Ordinance & Millage Ordinance.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ No formal action was taken on this item.

5. NEW BUSINESS

A. Nauti Dog, LLC d/b/a Sunset Alpharetta – Alcohol License Violation Decision Appeal Hearing

Hearing of an appeal of the Hearing Officer's Decision by Nauti Dog, LLC d/b/a Sunset Alpharetta.

- Municipal Records Officer, Grace Orehosky, came forward to present this item.
- This matter came before the City Clerk on the administrative action for violations of the City of Alpharetta ("City") Alcoholic Beverage Ordinance by Nauti Dog Grill, LLC d/b/a Sunset Alpharetta ("Licensee"). The City Council appointed Judge Jamie Bendall as the Hearing Officer for the purpose of hearing the matter. An evidentiary hearing occurred before Hearing Officer Bendall on March 23, 2026, and it was conducted pursuant to Alpharetta City Code Section 4-29 and applicable law. The Licensee

appeared in person pro-se for the hearing, and the City, represented by City Solicitor Kelsie Mattox, presented evidence through witness testimony, documents, and other materials. Per Code Section 4-28(c), prior to the start of the hearing, City Solicitor Mattox approached the Licensee to present an offer to accept a voluntary offer of a civil monetary penalty in lieu of proceeding with the hearing. The Licensee declined the offer and opted to proceed with the hearing, acknowledging the risk of suspension and revocation of the license.

- The Licensee holds a valid City of Alpharetta alcohol license authorizing the sale of beer, wine, and distilled spirits on the premises located at 10 North Broad Street, Alpharetta, Georgia 30009. The Licensee applied for and renewed an alcohol license, acknowledging on both the initial application and renewal application that it had read and understood the City's Alcohol Beverage Ordinance, found in Chapter 4 of the City's Code of Ordinances, and that each of its employees is familiar with Chapter 4. [Section 4-6(1)]. The Licensee understood that it was required by City Ordinance to be prepared to serve food during every hour an establishment is open. [Section 4-47(a)(1)]. The Licensee further understood that it was required by City Ordinance to collect excise taxes on the sale of drinks and remit the correct amount of excise tax due. [Section 4-15].
- The two violations of the City's Alcohol Beverage Ordinance are as follows:
 1. From September 2025 through January 2026, the Licensee failed to timely file an alcohol verification of compliance form, for the preceding calendar month, the exact quantities of distilled spirits sold, by the drink, and remit the amount of excise tax due, as required by City Code Section 4-15.
 2. On or about February 7, 2026, shortly after 9 p.m. the Code Enforcement Manager was told over the phone by an employee of the Licensee that they were uncertain whether the kitchen was still serving food. After consulting with a person identified as an authority figure, the employee told the Code Enforcement Manager that the kitchen would be closing by 10 p.m. Later that same night, Lieutenant Jason Carter, who was inside the Licensee's establishment while his body camera was active, captured a darkened kitchen without any apparent kitchen employees present while the business was open and operating.

Indicating that Licensee failed to be prepared to serve food during every hour the establishment was open, as required by City Code Section 4-47.

- The Licensee did present mitigating evidence, including creating and publishing a “Late Night Menu” on their website and social media after receiving notice of violation. Additionally, the Licensee provided evidence admitted at the hearing, Ex. D1, emails regarding Licensee's request for documentation related to the observation that Licensee was not prepared to serve food every hour they were open.
- On April 21, 2026, after considering the evidence, testimony, and the entire record, the Hearing Officer determined that the penalty for late payment of excise taxes, as prescribed in Code Section 4-15, had already been paid in the form of penalty and interest at the time payment of the late excise taxes was remitted by the Licensee. As a result, no additional penalty was found to be warranted. Additionally, the Hearing Officer rendered a final decision of a three day suspension for the violation of Code Section 4-47 to be served after the expiration of the ten-day appeal period.
- The Licensee timely filed an appeal of the Hearing Officer's decision on May 1, 2026, prior to the expiration of the ten-day appeal period. This appeal is before the City Council to sustain, overrule, or modify the order of the Hearing Officer based upon the evidence before you.
- Kyle Paske, Briskin, Cross & Sanford, LLC came forward to present oral argument on behalf of Nauti Dog, LLC d/b/a Sunset Alpharetta’s appeal.
- A Final Order of the City Council is attached hereto.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to overrule the Hearing Officer’s Order and uphold the appeal.
- Council Member Hipes seconded the motion.
- A discussion occurred during the motion.

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

6. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Hipes offered a motion to recess the meeting.
 - Council Member Driskell seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 11:55 a.m. for the purposes of litigation and real estate.
- ❖ Council Member Reeves offered a motion to reconvene the meeting.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin reconvened the meeting at 12:20 p.m.

7. ADJOURNMENT

- ❖ Council Member Driskell offered a motion to adjourn the meeting.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 12:21 p.m.

Respectfully submitted,



Grace Orehosky, Acting City Clerk

CITY OF ALPHARETTA
STATE OF GEORGIA

IN RE: Nauti Dog Grill, LLC d/b/a
Sunset Alpharetta

License Holder: Michael J. Doyle,
Michelle Doyle & Daniel Mosera

Alcohol License No.: AL250002

City Account No.: 20129

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City Hearing No.: 2026-001

FINAL ORDER

This matter came before the City Council of the City of Alpharetta, Georgia, on June 15, 2026, pursuant to the timely-filed appeal of Nauti Dog, LLC d/b/a Sunset Alpharetta, challenging the Final Decision issued by the Hearing Officer in City Hearing No. 2026-001 on April 21, 2026.

After full consideration of the evidence and argument presented, and based upon review of the Hearing Officer's decision and the record on appeal, the City Council finds sufficient grounds to overrule the Hearing Officer's Final Decision and uphold the appeal.

This decision was by unanimous vote (7-0) of the City Council of the City of Alpharetta, Georgia, on June 15, 2026.

IT IS HEREBY ORDERED that:

1. The Hearing Officer's Final Decision in City Hearing No. 2026-001 is OVERRULED.
2. The appeal of Nauti Dog, LLC d/b/a Sunset Alpharetta is hereby UPHELD.

SO ORDERED, this 15th day of June, 2026.

CITY OF ALPHARETTA

By: 

Jim Gilvin, Mayor



STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 06/15/2026)

Approval of the City Council meeting minutes from the meeting of June 15, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes from the June 15, 2026 City Council meeting.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Acting City Clerk, Grace Orehosky, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 15, 2026.

ALTERNATIVES:

Do not approve the City Council meeting minutes as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-06-15 CC Minutes



City Council Meeting & Public Hearing

JUNE 15, 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 Gilvin called the meeting to order at 6:31 p.m.

2. ROLL CALL

- Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- T. Kirk Driskell
- Katie Reeves
- Douglas J. DeRito
- John Hipes
- Fergal M. Brady

- Staff

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Grace Orehosky, Municipal Records Officer
- Deanna McKay, Public Communication & Engagement Coordinator
- Adam Montgomery, Director of Information Technology

- Kathi Cook, Director of Community Development
- Pete Sewczwicz, Director of Public Works
- Trent Lindgren, Chief of Police
- Brad Dekinger, Fire Chief
- Charlie Jewell, Director of Economic Development
- Tom Harris, Director of Finance
- Cris Randall, Director of Human Resources
- Shawn Mitchell, Budget & Procurement Manager
- Ethan Talbot, Division Chief
- Bret Schroeder, Code Enforcement Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: daughters of the American Revolution – America 250!

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 06/01/2026)

Consideration and approval of the City Council special called meeting minutes from the special called meeting of June 1, 2026.

B. Conflict Waiver: Jarrard & Davis, LLP Joint Representation

Approval of a Conflict Waiver regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to an Intergovernmental Agreement for Jail Services, and with authorization for the Mayor to execute all necessary documents.

C. Brookside Village Sewer Easement with Portman Residential, LLC

The Developer for Brookside Village Phase 1 requests approval of a sanitary sewer easement for Fulton County within Brookside Park.

D. Financial Management Report (Month Ending April 30, 2026)

Approval of the Financial Management Report for the month ending April 30, 2026.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the consent agenda.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

B. PH-26-AL-02 Minimum Distance Requirement Waiver Request for 211 Market Street, Suite 5C

Consideration of a request for variance from the minimum distance requirements between an establishment seeking an Alcoholic Beverage License and a school/church/public park, Chapter 4, Section 17(b), of the Code of the City of Alpharetta from Grove and Barrel Provisions, LLC, 211 Market Street, Suite 5C, Alpharetta, GA 30009.

- Acting City Clerk, Grace Orehosky, came forward to present this item.
- The applicant, Jose Juncosa, submitted an application for a variance from the alcoholic beverage minimum distance requirements at 211 Market Street, Suite 5C. The proposed concept of the establishment, Grove and Barrell Provisions, is a gourmet retail store that will specialize in premium olive oils, vinegars, salts, spices, high quality grain products, brined and preserved food items, epicurean and culinary gifts, as well as offering oil and vinegar tastings, and a small but curated selection of wines.
- The store is located in the Downtown District across from restaurants with on-premises consumption licenses. The intention is to sell high-end wines for off-premises consumption. The applicant states that wine sales are projected to be at or above 30% of the total sales. If the variance is not approved, the applicant believes it will negatively impact the ability to make lease payments and will change the unique concept of the store.
- The application is eligible for review by the City Council under Sec. 4-17(e), as the requested variances relate only to local distance requirements that exceed state minimums, and all state distance standards are fully met. While O.C.G.A. § 3-3-

21(a)(1)(B) requires a 100-yard separation from schools for wine retail sales, O.C.G.A. § 3-3-21(b)(5) allows for retail sale packages of wine for consumption off the premises for Licensees who shall be subject to regulation as to distances from school grounds by counties and municipalities. Because City Code Section 4-17(b) regulates the distances for retail package stores selling wine for off-premises consumption from school grounds, the subject request satisfies the threshold requirement. Therefore, Council has full authority to review and act on this variance request.

- In order to obtain an alcoholic beverage license from the City of Alpharetta, the location is required to meet the following distance requirements per City Code Section 4-17(b), which states:
- No retail package store selling wine, beer, and/or malt beverages may sell or offer to sell alcoholic beverages:
 1. Within 200 feet of any private residence, unless such residence is itself in a commercial district;
 2. Within 300 feet of any public library or branch thereof;
 3. Within 300 feet of any church, shrine, or chapel used exclusively for religious services;
 4. Within 300 feet of any school grounds or college campus, unless the package store is a grocery store as defined in section 4-1;
 5. Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
 6. Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children;
 7. Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or
 8. Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

- The applicant submitted a certified distance survey which states that the proposed location, 211 Market Street, Suite 5C, meets all distance requirements, with the exception of the distance from a church, school, and public park. This location is 172 feet from First Baptist Church, 172 feet from Alpharetta Christian Academy, and 285 feet from Brook Street Park.
- City Code Section 4-17(e), allows the city council to grant a variance to the local minimum distance requirements between a church, school, or public park and an establishment seeking an off-premises license provided that they meet the following conditions:
 1. The location for which a license to sell retail packages will not substantially diminish the property value, nor alter the essential character of the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
 2. There are practical or economic difficulties in carrying out the strict letter of the distance requirements and the request is not based primarily on the desire to reduce the cost of developing the site;
 3. The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;
 4. The city council may also impose any conditions which it finds to be necessary to protect the best interest of the surrounding property of the city. Conditions may include, but not be limited to, the hours of operation, parking and landscaping;
 5. A location that has been granted a waiver or reduction of distance by the city council shall not be required to obtain a new waiver or reduction of distance as a result in change of tenancy, ownership or management, unless a change in use occurs for a time period of 12 months or more;
 6. The retail package store will meet all distance requirements set and required by the State of Georgia.
- Staff has reviewed the application for a variance and believe that all conditions in Code Section 4-17(e) have been met. The location is across the street from several eating

establishments with on-premises consumption licenses, such that a granting of this variance will not substantially diminish property value or alter the essential character area of the surrounding site. If the variance is denied, it will have a material effect on the economic viability of the proposed business. The request is not based primarily on the desire to reduce the cost of developing the site. The proposed variance will have no material effect on the First Baptist Church, Alpharetta Christian Academy, or Brook Street Park properties.

- The applicant and staff notified all property owners within 500 feet of the property, and there were no letters of support or opposition. In addition, the applicant notified all businesses within 500 feet of the property, and there were no letters of support or opposition.
- Staff finds no additional conditions necessary beyond standard licensing requirements.
- The applicant's proposed operation is consistent with the pedestrian-oriented boutique retail environment sought in Downtown Alpharetta. No detrimental impacts are anticipated, and granting the variance allows activation of an existing storefront with a high-quality tenant that contributes positively to the district.
- Staff recommends that Council approve PH-26-AL-02 Minimum Distance Requirement Waiver Request for 211 Market Street, Suite 5C.
- The applicant, Jose Juncosa, came forward to speak on behalf of the application.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel made a motion to approve PH-26-AL-02 Minimum Distance Requirement Waiver Request for 211 Market Street, Suite 5C.
- Council Member Hipes seconded the motion.
- The motion was approved unanimously (7-0).

C. Fiscal Year 2027 Budget and Millage Rate Levy

THIRD PUBLIC HEARING

- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2027 Budget was distributed electronically to the City Council on April 29, 2026, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2027 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2027 budget line-item detail).
- City Council Budget Workshops were held on May 4, 2026, and May 18, 2026.
- Public Hearings on the budget and millage rate levy were held on June 1, 2026, and June 15, 2026 (11:30am).
- The 1st reading of the adopting ordinances for the Budget and Millage Rate levy were approved on June 1, 2026.
- There have been no changes to the FY 2027 Budget since the 1st reading of the budget ordinance on June 1, 2026.
- There were changes made to the future planning years of the CIP (2028-2031) to reflect the final approved TSPLOST 3 project list (approved on June 1, 2026). These changes have no effect on the FY 2027 Operating and Capital Budget.
- This evening is the final (#3 of 3) public hearing on the FY 2027 Budget and Millage Rate Levy with the adoption schedule as follows:
 - June 1, 2026 (6:30pm): Public Hearing & City Council Meeting. 1st reading of Budget Ordinance & Millage Ordinance.
 - June 15, 2026 (11:30am): Public Hearing
 - June 15, 2026 (6:30pm): Public Hearing & City Council Meeting. 2nd reading of Budget Ordinance & Millage Ordinance.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ No formal action was taken on this item.

D. The following items have been deferred and will not be considered at this meeting:

1. Ordinance Amendments: Chapter 20, Fire Prevention and Protection

DEFERRED: This item has been deferred by Staff and will not be considered at this meeting.

FIRST READING

Consideration of an ordinance to amend Chapter 20, titled "Fire Prevention and Protection," of the Code of the City of Alpharetta, Georgia to amend provisions related to adoption of state minimum fire safety standards; definitions; appeals from decisions of the fire department; storage of explosives, blasting agents, and liquified petroleum gases; sprinkler installation requirements; outdoor burning regulations; emergency access for gated communities; emergency responders radio coverage and testing; special fire services and public safety plans; fire watch personnel and fire safety officer requirements; permit requirements for certain assembly events, temporary events, or planned activities; fire and life safety record retention; records reporting system requirements through the use of third-party inspection reporting software programs; compliance reporting; enforcement provisions; and for other purposes.

2. Ordinance: Alcohol Ordinance Text Amendments

DEFERRED: This item had been deferred by Staff and will not be considered at this meeting.

FIRST READING

Consideration of an Ordinance to amend Chapter 4 of the Code of the City of Alpharetta, referred to as Alcoholic Beverages, to amend the provisions related to definitions; inspections of licensed establishments; condition of premises; licensing qualifications; excise taxes; renewal of licenses; transfer of licenses; purchases from wholesalers; revocation, suspension or other penalties; hearing and appeal procedures; hours of sale; and for other purposes

7. NEW BUSINESS

A. Fiscal Year 2027 Millage Rate Ordinance

SECOND READING

The first reading occurred at the June 1, 2026, City Council meeting.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2027 Millage Rate Ordinance, and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2027 Budget was distributed electronically to the City Council on April 29, 2026, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2027 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2027 budget line-item detail).
- City Council Budget Workshops were held on May 4, 2026, and May 18, 2026.
- This evening is the final (#3 of 3) public hearing and the final vote on the FY 2027 Budget and Millage Rate Levy with the adoption schedule as follows:
 - June 1, 2026: Public Hearing, City Council Meeting 1st reading of Budget & Millage Ordinances.
 - June 15, 2026: Public Hearing
 - June 15, 2026 (6:30 p.m.): Public Hearing, City Council Meeting 2nd reading of Budget & Millage Ordinances.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt the Fiscal Year 2027 Millage Rate Ordinance, with authorization for the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

B. Fiscal Year 2027 Budget Ordinance

SECOND READING

The first reading occurred at the June 1, 2026, City Council meeting.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2027 Budget Ordinance, and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2027 Budget was distributed electronically to the City Council on April 29, 2026, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2027 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2027 budget line-item detail).
- City Council Budget Workshops were held on May 4, 2026, and May 18, 2026.
- This evening is the final (#3 of 3) public hearing and the final vote on the FY 2027 Budget and Millage Rate Levy with the adoption schedule as follows:
 - June 1, 2026: Public Hearing, City Council Meeting 1st reading of Budget & Millage Ordinances.
 - June 15, 2026: Public Hearing
 - June 15, 2026 (6:30 p.m.): Public Hearing, City Council Meeting 2nd reading of Budget & Millage Ordinances.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Brady offered a motion to adopt the Fiscal Year 2027 Budget Ordinance, with authorization for the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - A discussion occurred during the motion.
 - The motion was approved unanimously (7-0).

C. Intergovernmental Agreement: Jail Services Agreement between the City of Alpharetta and the City of Milton

Consideration and approval of an Intergovernmental Agreement with the City of Milton for Jail Services, and with authorization for the Mayor to execute all necessary documents.

- City of Administrator, Chris Lagerbloom, came forward to present this item.

- The City of Alpharetta recently opened its local municipal detention center when the Fulton County Sheriff provided his notice to close the Alpharetta Annex Jail. An intergovernmental agreement (IGA) allowing Milton to utilize the Alpharetta Jail Facility for the processing, booking, detention and housing of individuals charged with municipal offenses under the jurisdiction of the Milton Municipal Court. The agreement outlines responsibilities for each city, establishes fee structures, and defines operational procedures for inmate management.
- Alpharetta owns and operates a jail facility adjacent to the police department headquarters. The IGA, if approved, would establish a contractual relationship allowing Alpharetta to detain individuals arrested by Milton Police for municipal offenses. We will operate, staff, maintain and sanitize the jail facility. We will provide housing, safekeeping, and routine medical care for inmates as well as booking, fingerprinting and record creation. Small items of inmate property will also be stored.
- Housing of inmates is defined to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, needed to appropriately support the housing of prisoners. Normal inmate maintenance services means the ordinary and relatively routine human needs common to all prisoners as defined by Alpharetta and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. Alpharetta shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.
- Alpharetta may refuse intake of an inmate, and must notify Milton with the reason should it occur. We expect this will be the exception, but to the extent Alpharetta must lock down the facility, that decision and any action must solely reside with Alpharetta Jail staff.
- To the extent necessary, Milton may use space in the jail facility for hearings or interviews.
- The agreement would be for a term of three (3) years, effective from July 1, 2026, through June 30, 2029. Either party may terminate the agreement upon ninety (90) days' prior written notice to the other.

- The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated in the agreement. It is agreed that for the purpose of liaison and administration, the Milton City Manager shall be Milton's primary representative and point of contact and Alpharetta City Administrator shall be Alpharetta's primary representative and point of contact.
- Milton will pay Alpharetta within thirty (30) calendar days of receipt of an invoice, an inmate holding fee of \$165 per inmate for each calendar day a Milton inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement.
- Finally, this agreement joins a similar agreement with the City of Sandy Springs on the June 15 meeting agenda. These two IGA's, if approved, will begin with the existing staffing at the Alpharetta Jail. We believe this staffing is sufficient to continue operating a safe facility and are not recommending a staffing increase. If this should change, the recommendation will be supported by data and will return to the City Council for discussion.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Driskell offered a motion to approve an Intergovernmental Agreement for Jail Services between the City of Alpharetta and the City of Milton, with authorization for the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - A discussion occurred during the motion.
 - The motion was approved unanimously (7-0).

D. Intergovernmental Agreement: Jail Services Agreement between the City of Alpharetta and the City of Sandy Springs

Consideration and approval of an Intergovernmental Agreement with the City of Sandy Springs for Jail Services, and with authorization for the Mayor to execute all necessary documents.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- The City of Alpharetta recently opened its local municipal detention center when the Fulton County Sheriff provided his notice to close the Alpharetta Annex Jail. An intergovernmental agreement (IGA) allowing Sandy Springs to utilize the Alpharetta Jail Facility for the processing, booking, detention and housing of individuals charged with municipal offenses under the jurisdiction of the Sandy Springs Municipal Court. The agreement outlines responsibilities for each city, establishes fee structures, and defines operational procedures for inmate management.
- Alpharetta owns and operates a jail facility adjacent to the police department headquarters. The IGA, if approved, would establish a contractual relationship allowing Alpharetta to detain individuals arrested by Sandy Springs Police for municipal offenses. We will operate, staff, maintain and sanitize the jail facility. We will provide housing, safekeeping, and routine medical care for inmates as well as booking, fingerprinting and record creation. Small items of inmate property will also be stored.
- Housing of inmates is defined to include, but not be limited to, the provision of an appropriate physical space within the jail facility and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, needed to appropriately support the housing of prisoners. Normal inmate maintenance services means the ordinary and relatively routine human needs common to all prisoners as defined by Alpharetta and as required under applicable law, including, but not limited to, the provision of food, clothing and medical care. Alpharetta shall provide adequately trained detention officers twenty-four (24) hours a day to supervise all inmates at the Alpharetta Jail Facility.
- Alpharetta may refuse intake of an inmate, and must notify Sandy Springs with the reason should it occur. We expect this will be the exception, but to the extent Alpharetta must lock down the facility, that decision and any action must solely reside with Alpharetta Jail staff.

- To the extent necessary, Sandy Springs may use space in the jail facility for hearings or interviews.
- The agreement would be for a term of three (3) years, effective from July 1, 2026, through June 30, 2029. Either party may terminate the agreement upon ninety (90) days' prior written notice to the other.
- The parties agree to work together to coordinate the use of the Alpharetta Jail Facility and the activities contemplated in the agreement. It is agreed that for the purpose of liaison and administration, the Sandy Springs City Manager shall be Sandy Springs' primary representative and point of contact and Alpharetta City Administrator shall be Alpharetta's primary representative and point of contact.
- Sandy Springs will pay Alpharetta within thirty (30) calendar days of receipt of an invoice, an inmate holding fee of \$165 per inmate for each calendar day a Sandy Springs inmate remains detained in the Alpharetta Jail Facility. Partial days detained shall be counted as full days under this agreement.
- Finally, this agreement joins a similar agreement with the City of Milton on the June 15 meeting agenda. These two IGA's, if approved, will begin with the existing staffing at the Alpharetta Jail. We believe this staffing is sufficient to continue operating a safe facility and are not recommending a staffing increase. If this should change, the recommendation will be supported by data and will return to the City Council for discussion.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Driskell offered a motion to approve an Intergovernmental Agreement for Jail Services between the City of Alpharetta and the City of Sandy Springs, with authorization for the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - A discussion occurred during the motion.
 - The motion was approved unanimously (7-0).

E. Request For Proposal 26-114: Alpha Loop Design on Northwinds Pkwy., Haynes Bridge Rd., and Morrison Pkwy.

Consideration and approval of the award of RFP 26-114 for Alpha Loop design on Northwinds Parkway, Haynes Bridge Road, and Morrison Parkway to Pape-Dawson engineering firm, for an amount not to exceed \$314,800.00, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- This agenda item is for consideration to award RFP 26-114 for Alpha Loop Design on Northwinds Pkwy, Haynes Bridge Rd, and Morrison Pkwy. The procurement method selected is a Request for Proposals (RFP). The recommended vendor is Pape-Dawson.
- This project includes the design of multiple segments of the Alpha Loop along Northwinds Parkway, Haynes Bridge Road, and Morrison Parkway, as well as the redesign of two major signalized intersections at Haynes Bridge Road and Northwinds Parkway/Lakeview Parkway and Haynes Bridge Road at Westside Parkway/Morrison Parkway. The proposed Alpha Loop improvements are intended to enhance pedestrian connectivity, accessibility, and safety within these corridors while supporting the City's broader multimodal transportation goals. The project scope generally includes a 12-foot-wide sidewalk, a 6-foot landscaped buffer between the roadway and sidewalk, enhanced pedestrian crossings, lighting, landscaping, adjustments to existing traffic signals and intersection geometry, public art opportunities, and Alpha Loop directional signage.
- The project limits include approximately 3,500 linear feet along the east side of Northwinds Parkway between Kimball Bridge Road and Haynes Bridge Road, approximately 1,800 linear feet along the north side of Haynes Bridge Road between the Summit Place/GA 400 southbound intersection and Westside Parkway/Morrison Parkway, and approximately 1,000 linear feet along the east side of Morrison Parkway between Haynes Bridge Road and Lakeview Parkway. In addition to the corridor improvements, the intersection redesign efforts will primarily focus on improving pedestrian movements and crossings along these multi-lane roadway corridors. The project includes engineering survey, concept development, utility coordination,

preparation of final construction plans, construction cost estimating, and GDOT permitting.

- An Evaluation Committee from members of the Public Works Department evaluated the proposals based on the following criteria:
 - **Phase 1 Evaluation Criteria (100 points total)**
 - Statement of Qualifications: Project Manager, Project Team, Subconsultants (20 points)
 - Example Projects (20 points)
 - Technical Approach (35 Points)
 - Cost Proposal (25 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:
 1. Pape-Dawson Consulting Engineers (88.17 points out of 100)
 2. Moffatt & Nichol (85.94 points out of 100)
 3. Atlas Technical Consultants (71.33 points out of 100)
 4. Keck & Wood (71.14 points out of 100)
 5. Halff (70.49 points out of 100)
 6. Lowe Engineers (64.58 points out of 100)
 7. Innovation Design and Consulting (62.67 points out of 100)
- The Evaluation Committee invited the two firms with the highest technical scores to advance to Phase 2 (shortlist). Pape-Dawson Consulting Engineers and Moffatt & Nichol were the highest scoring firms. Phase 2 included committee interviews/demonstrations/presentations with the following criteria:
 - **Phase 2 Evaluation Criteria (200 points total)**
 - Interview (100 points)

- Statement of Qualifications: Project Manager, Project Team, Subconsultants (20 points)
 - Example Projects (20 points)
 - Technical Approach (35 Points)
 - Cost Proposal (25 points)
- The Evaluation Committee met with Moffatt & Nichol and Pape-Dawson Consulting Engineers on March 9, 2026 and March 16, 2026, respectively. The committee members independently scored each. Upon completion of the independent evaluations, cost was added to the overall scoring resulting in the following rankings:
 1. Pape-Dawson Consulting Engineers (173.94 points out of 200)
 2. Moffatt & Nichol (172.33 points out of 200)
 - The Evaluation Committee recommends award of RFP 26-114 to Pape-Dawson Consulting Engineers as the high-scoring proposal. The Evaluation Committee met Pape-Dawson Consulting Engineers on Monday, May 11, 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 design. Pape-Dawson Consulting Engineers has successfully completed multiple projects similar in scope to this project and their office is located at 2500 Northwinds Parkway, which is adjacent to the existing Alpha Loop and west of the proposed design work along Northwinds Parkway.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments
- ❖ Council Member Reeves offered a motion to award RFP 26-114 for Alpha Loop design on Northwinds Parkway, Haynes Bridge Road, and Morrisison Parkway to Pape-Dawson engineering firm with a contract term of 15-month from Notice to Proceed, and an amount not to exceed \$314,800.00, and with authorization for the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

8. WORK SESSION ITEMS

A. Fire Prevention and Protection Ordinance text Amendments

Discussion of proposed text amendments to Chapter 20, titled "Fire Prevention and Protection," of the Code of the City of Alpharetta, Georgia.

- Fire Chief, Brad Dekinger, came forward to present the proposed amendments to the Ordinance.
- Division Chief, Ethan Talboth, came forward to present the proposed amendments to the Ordinance.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

9. PUBLIC COMMENT

- There were no public comments.

10. REPORTS

- Council Member Hipes commented that he can't brag enough about the Alpharetta CVB and Central City Tavern for the World Cup watch party they hosted. It was a celebration of the whole City and it was driven by private business.
- Council Member Reeves commented that there was so much to do in Alpharetta on Friday night – the Moonlight Market, a band, the World Cup, just about anything you could possibly want.
- Council Member DeRito commented on the size of the crowd on Friday night and said that in preparing for those types of events in the future, it would be good for the City to take a look at access points to the crowd in case of an emergency.
- Council Member Reeves commented that the Community Zoning Information Meetings the City hosts are fantastic and that it was incredible to see all the people who came to hear about the mall.
- Mayor Gilvin reminded everyone that it is important to get out and vote if they have not done so yet.

11. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

12.ADJOURNMENT

- ❖ Mayor Pro Tem Merkel offered a motion to adjourn the meeting.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:09 p.m.

Respectfully submitted,



Grace Orehosky, Acting City Clerk



STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 06/22/2026)

Approval of the City Council meeting minutes from the meeting of June 22, 2026.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the minutes for the June 22, 2026 City Council meeting.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Acting City Clerk, Grace Orehosky, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 22, 2026.

ALTERNATIVES:

Do not approve the City Council meeting minutes as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-06-22 CC Minutes



City Council Meeting & Public Hearing

JUNE 22, 2026

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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

1. CALL TO ORDER

- Mayor Pro Tem Merkel called the meeting to order at 6:30 p.m.

2. ROLL CALL

- **Council Members**

- Mayor Pro Tem Dan Merkel
- T. Kirk Driskell
- Katie Reeves
- Douglas J. DeRito (arrived after the Pledge of Allegiance)
- John Hipes
- Fergal M. Brady

- **Absent**

- Mayor Jim Gilvin

- **Staff**

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Grace Orehosky, Municipal Records Officer
- Deanna McKay, Public Communication & Engagement Coordinator

- Adam Montgomery, Director of Information Technology
- Kathi Cook, Director of Community Development
- Pete Sewczwicz, Director of Public Works
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Trent Lindgren, Chief of Police
- Brad Dekinger, Fire Chief
- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager
- George Doyle, Traffic Engineer

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. Right-of-Way Deed Agreement: Canton on Mayfield Development

Consideration of approval of a Right-of-Way Dedication Agreement between the City of Alpharetta and Mayfield Canton Development Group, LLC, for the Canton on Mayfield Development and with authorization for the Mayor to execute all necessary documents.

B. Intergovernmental Agreement with Fulton County and Private Development Agreement: Continuum Development

Consideration of approval of an Intergovernmental Agreement between the City of Alpharetta and Fulton County and Private Development Agreement for utility infrastructure at the Continuum Site, a Southwest Value Partners Development, and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes requested to remove Item A, Right-of-Way Deed Agreement: Canton on Mayfield Development, from the Consent Agenda to the New Business portion of the agenda for staff presentation.
- Council Member Brady offered a motion to approve the Consent Agenda.

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

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

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

B. PH-26-AL-06 Resolution: Alpharetta Annual Capital Improvement Element (CIE) Adoption

Consideration of a resolution adopting the Fiscal Year 2025 Capital Improvement Element and Annual Report.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Transportation Engineer, George Doyle, came forward to present this item.
- 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.
- City Council approved a resolution authorizing Staff to transmit the CIE to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) on March 23, 2026. ARC notified the City on May 11, 2026 that the Georgia Department of Community Affairs issued a finding of fact that the Capital Improvement Element adequately address the Local Planning Requirements.

PUBLIC COMMENTS:

- There were no public comments.

- Council Member Hipes offered a motion to approve a Resolution Adopting the Fiscal Year 2025 Capital Improvement Element (CIE) and Annual Report with authorization for the Mayor to execute all necessary documents.
- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

C. MP-26-07/CU-26-06 The Honey Hall/Preston Ridge MP

Consideration of a master plan amendment and conditional use to allow a 'Special Event Center' in an existing retail strip building. A master plan amendment is requested to the Preston Ridge Master Plan Pod I to add 'Special Event Facility' as a conditional use and a conditional use is requested to allow a 'Special Event Facility' for the Honey Hall. The property is located at 3055 North Point Parkway, Suite 800 & 900 and is legally described as being located in Land Lot 1261, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, Jullina Wilkins, is requesting a master plan amendment and conditional use to operate a 'Special Event Facility' in a 3,120 square foot suite within Preston Ridge Commons. A maximum capacity of up to 145 people is requested. A master plan amendment is requested to add 'Special Event Facility' as a conditional use to Pod I of the Preston Ridge Master Plan and a conditional use is requested to allow a 'Special Event Facility' for The Honey Hall. The subject property is located at 3055 North Point Parkway, Suites 800 & 900 at the southwest corner of Webb Bridge Road and North Point Parkway.
- This item was considered at the June 4, 2026 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 6-0.
- Staff recommends that Mayor and Council approve MP-26-07/CU-26-06 The Honey Hall Event Center/Preston Ridge MP, subject to the following conditions:
 1. 'Special Event Facility' shall be added as a conditional use in Pod I of the Preston Ridge Master Plan.
 2. 'Special Event Facility' shall be added as a permitted use at 3055 North Point Parkway, Suites 800 & 900 and limited to no more than 3,120 square feet.

3. Conditional use approval shall be limited to The Honey Hall; no additional 'Special Event Facility' use or subleasing shall be permitted within the approved space.
 4. Special event facility shall be limited to no more than 145 people, with the final maximum occupancy subject to Fire Marshall approval.
 5. Hours of operation shall be limited to 8:00 AM – 11:00 PM, 7 days/week.
 6. Applicant shall designate with signage and/or pavement markings a ride share pick-up and drop-off zone on the north side of the retail center, as depicted on the submitted parking plan prepared by A. Woodward Architecture, Inc., dated 5/8/26.
 7. If a parking problem is identified by the City, The Honey Hall shall be required to correct the problem by reducing the capacity of events, providing an off-site parking agreement for parking within 500' of the facility, and/or providing valet services, as approved by Staff.
 8. Overflow shared parking shall be provided for the business substantially as depicted on the parking plan prepared by A. Woodward Architecture, Inc., dated 5/8/26. Prior to the issuance of a business license for the applicant's proposed use, the applicant shall provide the City with a copy of the recorded parking agreement.
- The submitted request, if approved, would allow The Honey Hall event center to operate a 'Special Event Facility' in a 3,120 square foot suite within Preston Ridge Commons. A maximum capacity of up to 145 people is requested. A master plan amendment is requested to add 'Special Event Facility' as a conditional use to Pod I of the Preston Ridge Master Plan and a conditional use is requested to allow a 'Special Event Facility' for The Honey Hall. The subject property is located at 3055 North Point Parkway, Suites 800 & 900 at the southwest corner of Webb Bridge Road and North Point Parkway.
 - Preston Ridge Commons is approximately 6.34 acres and is developed with a 14,286 square foot retail strip center at the corner of Webb Bridge Road and North Point Parkway and twelve (12), two (2) story office buildings (159,110 square feet) to the west and south of the retail center. Businesses occupying the retail strip center include

Cactus Cantina, Quest Diagnostics, Signature Nail Spa, Subway, Elite Cleaners, and Dolce Mia. The retail strip center is developed with 89 parking spaces with an additional 720 parking spaces available for the adjacent office buildings. The property owner provided a parking plan designating an overflow parking area behind the retail center which includes an additional 57 parking spaces. Preston Ridge Commons has sufficient parking available to serve the existing and proposed uses.

- The Honey Hall is a new business offering professionally managed reservation-only boutique special event space. The applicant's business would occupy Suites 800 & 900, which are located at the north end of the building. A maximum capacity of 145 people is requested for the 3,120 square foot space. According to the application, the facility would accommodate executive/employee experience events, corporate training, professional workshops and seminars, client meetings and presentations, professional networking receptions, small brand activations and launch events, boutique weddings and wedding receptions, private milestone celebrations (birthdays and anniversaries). Hours of operation will be 8:00 AM – 11:00 PM, seven (7) days per week. The applicant will be the sole employee for the special event facility. Catering services may include serving alcohol, but there will be no alcohol sales permitted.
- Traffic related to a special event facility is based on the capacity of the facility. The use does not always generate trips during the AM or PM Peak Hour. Using the applicant's maximum capacity of 145 people and an average vehicle occupancy of two-and-a-half (2.5) people per car, it is estimated that an event at full capacity would generate 58 vehicles. Staff reviewed the hours of operation of existing businesses in the retail center at Preston Ridge Commons and found that two (2) of the five (5) businesses have hours of operation that end by 6:30 PM, increasing the available parking at the center for evening events. In addition, users of event facilities often utilize ride share as a means of transportation. The applicant's parking plan identifies a ride share pick-up and drop-off zone on the north side of the retail center immediately adjacent to the applicant's suite.
- 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 several public comments were received in support of the applicant's request.

- The Community Zoning Information Meeting was held on May 13, 2026. There were two (2) public comments in support of the applicant's request.
- Staff reviewed the applicant's proposal in consideration of the review criteria for a master plan amendment and conditional use. The proposal should not have significant impacts on surrounding properties, which are primarily developed with retail and office uses. In addition, there is sufficient parking available in the center and the use should improve synergy with other businesses operating in the center and nearby. If approved, a condition is recommended requiring that the business remediate any parking problems identified by the City.
- The applicant, Jullina Wilkins, came forward to present on behalf of the application.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes offered a motion to approve MP-26-07/CU-26-06 The Honey Hall Event Center/Preston Ridge MP, subject to the following conditions:
 1. 'Special Event Facility' shall be added as a conditional use in Pod I of the Preston Ridge Master Plan.
 2. 'Special Event Facility' shall be added as a permitted use at 3055 North Point Parkway, Suites 800 & 900 and limited to no more than 3,120 square feet.
 3. Conditional use approval shall be limited to The Honey Hall; no additional 'Special Event Facility' use or subleasing shall be permitted within the approved space.
 4. Special event facility shall be limited to no more than 145 people, with the final maximum occupancy subject to Fire Marshall approval.
 5. Hours of operation shall be limited to 8:00 AM – 11:00 PM, 7 days/week.
 6. Applicant shall designate with signage and/or pavement markings a ride share pick-up and drop-off zone on the north side of the retail center, as depicted on

the submitted parking plan prepared by A. Woodward Architecture, Inc., dated 5/8/26.

7. If a parking problem is identified by the City, The Honey Hall shall be required to correct the problem by reducing the capacity of events, providing an off-site parking agreement for parking within 500' of the facility, and/or providing valet services, as approved by Staff.
8. Overflow shared parking shall be provided for the business substantially as depicted on the parking plan prepared by A. Woodward Architecture, Inc., dated 5/8/26. Prior to the issuance of a business license for the applicant's proposed use, the applicant shall provide the City with a copy of the recorded parking agreement.

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

D. Z-26-04/V-26-09 1425 Mayfield Road

Consideration of a rezoning and variances to allow for the construction of a five (5) lot single-family detached subdivision on 4.57 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale') and a variance is requested from Unified Development Code (UDC) Subsection 3.5.2(A) to reduce the minimum width of a local street from 50' to 44'. The property is located at 1425 Mayfield Road and is legally described as being located in Land Lot 1103, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Mayfield Development Services, LLC, is requesting a rezoning and variances to allow for the construction of a five (5) lot 'For-Sale' single-family detached gated subdivision on approximately 4.56 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale' Residential) and a variance is requested to reduce the local street right-of-way width from 50' to 44' and allow sidewalk on one side of the street. The subject property is located at 1425 Mayfield Road on the south side of Mayfield Road between Crabapple Trace and Alpharetta Estates subdivisions.

- This request was considered at the May 7, 2026 Planning Commission meeting. There were two (2) public comments in opposition with concerns over stormwater runoff, tree removal, impact on wildlife, and too many changes to the site layout. After discussion and at the request of the applicant, Planning Commission deferred the applicant's request to the June 4, 2026 Planning Commission meeting. Planning Commission asked the applicant to re-look at the recommended minimum lot size, provide a compliant tree save plan, and meet with an adjacent neighbor to try to address their concerns.
- This item was considered at the June 4, 2026 Planning Commission meeting. There was one (1) public comment in opposition with concerns over impacts to the tree canopy, stormwater runoff, 4-lot plan is better, and hold the developer accountable to the conditions. After discussion, the Commission recommended approval subject to the staff recommended conditions and accepting additional conditions to address the neighbor's concerns. Vote 6-0.
- Staff recommends that Mayor and Council approve Z-26-04/V-26-06 1425 Mayfield Road, subject to the following conditions:
 1. The site, consisting of approximately 4.56 acres, shall be rezoned to R-22 and developed substantially similar to site plan prepared by Kimley Horn, dated 5/22/26, 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.
 2. Minimum lot size shall be 30,000 square feet.
 3. Home style and materials shall be substantially similar to the submitted photographs in the Amended Application, with final approval by Staff. The primary exterior material (more than 50% of the exterior wall surface area) on all homes shall be brick, stone or stucco. Homes shall have 3-sided architecture, materials and details, as approved by Staff.
 4. Subdivision shall be gated as depicted on the site plan prepared by Kimley Horn, dated 5/22/26, except for modifications required to comply with the conditions below. Gated subdivision shall include vehicle stacking for a minimum 4 passenger vehicles, or 80', as well as a U-turn area with sufficient turning radii for a delivery truck to make an uninterrupted U-turn, with final

approval by Staff. Gated entrance (gate, wall, columns, landscaping) shall be decorative similar to surrounding subdivisions, with final approval by Staff. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.

5. Developer shall improve Mayfield Road frontage with a 6' planter planted with street trees, minimum 6' sidewalk and decorative pedestrian lighting, as approved by Staff.
6. Local street shall have a minimum 44' right-of-way width, including a minimum 6' planter and minimum 5' sidewalk on one side of the street. All lots shall include a sidewalk along their street frontage. Local street shall be private and maintained by the HOA.
7. Minimum 10' decorative landscape strip (located outside of utility easements) shall be provided along Mayfield Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include a berm or decorative brick or stone wall (similar to Gransley or Harrington Falls), and landscaping shall include a mix of evergreen and deciduous material.
8. As depicted on the site plan prepared by Kimley Horn, dated 5/22/26, a minimum 10' landscape strip planted to buffer standards shall be provided along the south and east property lines and shall be planted to provide a visual screen to surrounding properties, as approved by Staff. Minimum 15' landscape strip planted to buffer standards shall be provided along the west property line and shall be planted to provide a visual screen to surrounding properties, as approved by Staff. Existing trees shall be saved in the buffers where not in conflict with site balancing and utility installation.
9. Minimum 10' landscape strip along the east side of the new local street shall be planted with medium or large canopy trees, shrubs, ornamental grasses, and/or groundcover with a medium-to-large canopy tree planted in each front yard, as approved by Staff.
10. Entrance median shall be planted with large canopy trees, shrubs, ornamental grasses, groundcover, etc. (no sod), as approved by Staff.
11. Unfinished wood fences and decks shall not be visible from Mayfield Road.

12. Lot 1 home and driveway shall be situated on the lot with the least impact to tree #290, 291, 292, and 293. If this cannot be accomplished, all reasonable efforts, including the construction of low walls, shall be made to preserve at least 2 of the 4 Oaks on Lot 1. Root bridging shall be allowed in the construction of the home and or driveway to minimize the impacts to the critical root zones of these trees, as approved by Staff. Developer shall make reasonable efforts, including the construction of low walls, to save Tree #302 in the median of the cul-de-sac, as approved by Staff. Reasonable efforts shall be made to save good quality trees on each lot, as approved by Staff.
13. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.
14. Developer shall remove exotic and invasive trees and shrubs within tree save areas and replant where sparse, as approved by Staff.
15. If an at-grade release is required, the point of release shall be sufficiently setback from the property line to mimic sheet flow before leaving the property, as approved by Staff.
16. Utility structures, headwalls, etc. shall be finished with decorative brick or stone, if visible from off-site, as approved by Staff.
17. No more than 1 residential unit shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
18. Subject to any necessary approvals, the Applicant shall:
 - a. Construct a 6-foot, opaque privacy fence along the western boundary of the Subject Property where it abuts 1355 Bethany Court (PID 22 448011030686) and 1365 Bethany Court (PID 22 448011030694) (the "Screening Fence"). Installation of said fence shall commence once tree removal is completed on the Subject Property and be finished prior to the start of vertical construction.
 - b. Remove tree 298, as shown on the Tree Survey, dated May 22, 2026 and submitted with the application, as approved by the City Arborist.

- c. Require in the Homeowners' Association documents that the proposed underground detention be inspected and maintained on an annual basis, and that said maintenance include mosquito control.
 - d. Require that the trees planted in the "minimum 15' landscape strip planted to buffer standards...along the western property line" referenced in Zoning Condition No. 9 shall where possible be planted on the western property line adjacent to 1355 Bethany Court (PID 22 448011030686) as a staggered double row (the "Partial Western Buffer"), said trees to be planted in the Partial Western Buffer shall be installed as soon as is commercially reasonable, taking into account seasonal conditions, weather events and drought restrictions, and trees planted in the Partial Western Buffer that die within 12 months of planting shall be replaced.
 - e. Liability, if any, for stormwater runoff from the detention pond or for damage to border trees shall be governed by applicable law and is not modified by these conditions.
- The submitted request, if approved, will allow for the construction of a five (5) lot 'For-Sale' single-family detached gated subdivision on 4.56 acres. The proposed density is 1.09 dwelling units per acre. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale' Residential) and a variance is requested to reduce the local street right-of-way width from 50' to 44' and allow sidewalk on one side of the street. The subject property is located at 1425 Mayfield Road on the south side of Mayfield Road between Crabapple Trace and Alpharetta Estates subdivisions.
 - The property is developed with a one (1) story, 1,682 square foot single-family detached home. Surrounding properties are zoned AG to the north and west, and R-15 (Dwelling, 'For-Sale', Residential) to the east, south, and west. Unplatted residential lots are located to the north, east, and west, Crabapple Trace subdivision is located to the west, and Alpharetta Estates subdivision is located to the south. The comprehensive land use plan designation of the property is 'Very Low Density Residential', which supports the applicant's proposed rezoning. Adjacent residential lots have an average lot size of 1.43 acres, with platted subdivision lots having an average lot size of 0.96 acres and the smallest lot size being 0.6921 acres.

- A variance is requested to reduce the local street right-of-way width from 50' to 44' and to allow sidewalk on one side of the street. The proposed 44' right-of-way width matches the width of the local street in the Gransley and Mayfield Estates subdivisions. Homes are only depicted on the east side of the local street. Elimination of the sidewalk on the west side of the street allows the applicant to provide a landscape buffer adjacent to Crabapple Trace subdivision, of which a buffer is not required by Code but would help screen the proposed development.
- The submitted site plan depicts a 4.56-acre property subdivided into five (5) single-family detached lots in a gated subdivision. Access to the property is proposed from Mayfield Road. All lots are oriented to a private local street, which has a paved width of 28' with a five-foot (5') sidewalk and six-foot (6') planter along the east side of the street. The street terminates in a cul-de-sac with center median located between Lots 4 and 5. Lots range in size from 24,602 square feet to 25,194 square feet with an average lot size of 24,735 square feet. Although the applicant is requesting a minimum lot size of 22,000 square feet, staff recommend minimum 30,000 square feet lots which is similar to surrounding lots. Approval subject to minimum 30,000 square foot will cause a reduction in lots.
- A 65' setback and ten-foot (10') landscape strip are depicted along Mayfield Road and a 35' front setback and ten-foot (10') landscape strip are depicted along the local street. The landscape strip on the west side of the local street is depicted to be planted to buffer standards to screen the street from adjacent properties. Although buffers are not required between residentially zoned properties, a ten-foot (10') landscape strip planted to buffer standards is proposed along the east and south property lines and a fifteen-foot (15') landscape strip planted to buffer standards is proposed along the west property line.
- Each home will have a minimum of two (2) side-by-side parking spaces in a garage, as well as a code-compliant driveway with two (2) additional spaces. Also, the 28' paved width of the private local street will allow for guest parking on one (1) side of the street.
- There are a significant number of trees on the property, consisting primarily of hardwoods. Based on the submitted information, there are nineteen (19) specimen trees on the property. The tree survey depicts two (2) specimen trees to be saved, including a 19" Japanese Maple and 28" White Oak, as well as a grouping of smaller Oak trees

being saved in the middle of the property. A note on the site plan states that, "The linear geometry of the site and narrow road frontage limits opportunities to save existing trees on the site. A reasonable effort will be made to save existing trees on the perimeter of the site as shown and within the traffic circle." The City Arborist identified and recommended specific specimen tree saves, as well as requiring additional tree groupings and trees of quality to be identified and saved, with final approval by Staff. An underground stormwater management facility is depicted at the south end of the subdivision and is proposed to serve as an 11,000 square foot pocket park. A mail kiosk is provided adjacent to the pocket park in the cul-de-sac.

- The applicant submitted photographic examples depicting the typical architectural style and materials of the six (6) homes. The primary exterior materials depicted in the photographs are brick, stone, and stucco with home styles representative of traditional English and European architectural influence.
- The proposed subdivision, consisting of five (5) single-family detached homes, would generate approximately four (4) AM Peak Hour and five (5) PM Peak Hour net new trips.
- Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 2 – 9 school age children. Numbers provided by Fulton County Schools show that Northwestern Middle School and Milton High School are currently over capacity.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that public comments were received with concerns including increased traffic, tree removal, density, and stormwater runoff. The applicant also provided several letters of support.
- On May 27, 2026, the Developer met with two (2) neighbors who spoke in opposition at the May 7, 2026 Planning Commission meeting. Topics of discussion included stormwater pond design, stormwater discharge, specific tree removal request, request

of a detail of the 15' landscape strip planted to buffer standards, request for six-foot (6') privacy fence along the west boundary of the property, and request for additional trees between the neighbor's properties and the proposed cul-de-sac. The applicant agreed to draft conditions to address the neighbor's concerns and present them at the next Planning Commission meeting.

- Staff received correspondence from nearby property owners in opposition to the applicant's request with concerns over disruptions during construction, increased traffic, financial burden from increased property taxes, tree removal, loss of greenspace, timing of CZIM, density, loss of privacy and buffering, stormwater runoff, sewer and utility impacts, applicant is not the builder, and impacts to wildlife.
- Community Zoning Information Meeting was held on April 8, 2026. There were several public comments with concerns over variances, change in zoning, too many homes, stormwater runoff, tree removal, and reduced setback on Mayfield Road.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning and variance. The proposal would be suitable as it relates to the use and development of adjacent or nearby properties. The R-22 zoning district matches the future land use designation of the property, and the development regulations are compatible with the narrow shape of the property. The average platted lot size of the adjacent properties is 0.96 acres, and the smallest adjacent lot size is approximately 30,000 square feet. If approved, minimum lot size should be 30,000 square feet in order to be compatible with the surrounding development pattern.
- The property has exceptional and peculiar conditions related to its long, narrow shape. The requested variance to reduce the local street width would allow the applicant to provide a landscape buffer adjacent to Crabapple Trace subdivision, which is not required by Code. In addition, the proposed reduced right-of-way width matches the width of the local street approved in the Gransley and Mayfield Estates subdivisions.
- Denn Webb, Smith Gambrell & Russell, LLP, came forward to present on behalf of the applicant.
- The applicant, Mayfield Development Services, LLC, came forward to present on behalf of the application.

- Denn Webb, Smith Gambrell & Russell, LLP, came forward for rebuttal.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- Gibbs Frazeur, 1355 Bethany Court, Alpharetta, GA, came forward to speak in opposition to the application.
- Bill Lawler, 1365 Bethany Court, Alpharetta, GA, came forward to speak in opposition to the application.
- Council Member Driskell offered a motion to approve Z-26-04/V-26-06 1425 Mayfield Road, subject to the following conditions:
 1. The site, consisting of approximately 4.56 acres, shall be rezoned to R-22 and developed substantially similar to site plan prepared by Kimley Horn, dated 5/22/26, 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.
 2. Minimum lot size shall be 30,000 square feet.
 3. Home style and materials shall be substantially similar to the submitted photographs in the Amended Application, with final approval by Staff. The primary exterior material (more than 50% of the exterior wall surface area) on all homes shall be brick, stone or stucco. Homes shall have 3-sided architecture, materials and details, as approved by Staff.
 4. Subdivision shall be gated as depicted on the site plan prepared by Kimley Horn, dated 5/22/26, except for modifications required to comply with the conditions below. Gated subdivision shall include vehicle stacking for a minimum 4 passenger vehicles, or 80', as well as a U-turn area with sufficient turning radii for a delivery truck to make an uninterrupted U-turn, with final approval by Staff. Gated entrance (gate, wall, columns, landscaping) shall be decorative similar to surrounding subdivisions, with final approval by Staff. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.

5. Developer shall improve Mayfield Road frontage with a 6' planter planted with street trees, minimum 6' sidewalk and decorative pedestrian lighting, as approved by Staff.
6. Local street shall have a minimum 44' right-of-way width, including a minimum 6' planter and minimum 5' sidewalk on one side of the street. All lots shall include a sidewalk along their street frontage. Local street shall be private and maintained by the HOA.
7. Minimum 10' decorative landscape strip (located outside of utility easements) shall be provided along Mayfield Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include a berm or decorative brick or stone wall (similar to Gransley or Harrington Falls), and landscaping shall include a mix of evergreen and deciduous material.
8. As depicted on the site plan prepared by Kimley Horn, dated 5/22/26, a minimum 10' landscape strip planted to buffer standards shall be provided along the south and east property lines and shall be planted to provide a visual screen to surrounding properties, as approved by Staff. Minimum 15' landscape strip planted to buffer standards shall be provided along the west property line and shall be planted to provide a visual screen to surrounding properties, as approved by Staff. Existing trees shall be saved in the buffers where not in conflict with site balancing and utility installation.
9. Minimum 10' landscape strip along the east side of the new local street shall be planted with medium or large canopy trees, shrubs, ornamental grasses, and/or groundcover with a medium-to-large canopy tree planted in each front yard, as approved by Staff.
10. Entrance median shall be planted with large canopy trees, shrubs, ornamental grasses, groundcover, etc. (no sod), as approved by Staff.
11. Unfinished wood fences and decks shall not be visible from Mayfield Road.
12. Lot 1 home and driveway shall be situated on the lot with the least impact to tree #290, 291, 292, and 293. If this cannot be accomplished, all reasonable efforts, including the construction of low walls, shall be made to preserve at least

2 of the 4 Oaks on Lot 1. Root bridging shall be allowed in the construction of the home and or driveway to minimize the impacts to the critical root zones of these trees, as approved by Staff. Developer shall make reasonable efforts, including the construction of low walls, to save Tree #302 in the median of the cul-de-sac, as approved by Staff. Reasonable efforts shall be made to save good quality trees on each lot, as approved by Staff.

13. Developer shall identify and save additional tree groupings and/or trees of quality, as approved by Staff.

14. Developer shall remove exotic and invasive trees and shrubs within tree save areas and replant where sparse, as approved by Staff.

15. If an at-grade release is required, the point of release shall be sufficiently setback from the property line to mimic sheet flow before leaving the property, as approved by Staff.

16. Utility structures, headwalls, etc. shall be finished with decorative brick or stone, if visible from off-site, as approved by Staff.

17. No more than 1 residential unit shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

18. Subject to any necessary approvals, the Applicant shall:

a. Construct a 6-foot, opaque privacy fence along the western boundary of the Subject Property where it abuts 1355 Bethany Court (PID 22 448011030686) and 1365 Bethany Court (PID 22 448011030694) (the "Screening Fence"). Installation of said fence shall commence once tree removal is completed on the Subject Property and be finished prior to the start of vertical construction.

b. Remove tree 298, as shown on the Tree Survey, dated May 22, 2026 and submitted with the application, as approved by the City Arborist.

c. Require in the Homeowners' Association documents that the proposed underground detention be inspected and maintained on an annual basis, and that said maintenance include mosquito control.

- d. Require that the trees planted in the “minimum 15’ landscape strip planted to buffer standards...along the western property line” referenced in Zoning Condition No. 9 shall where possible be planted on the western property line adjacent to 1355 Bethany Court (PID 22 448011030686) as a staggered double row (the “Partial Western Buffer”), said trees to be planted in the Partial Western Buffer shall be installed as soon as is commercially reasonable, taking into account seasonal conditions, weather events and drought restrictions, and trees planted in the Partial Western Buffer that die within 12 months of planting shall be replaced.
- e. Liability, if any, for stormwater runoff from the detention pond or for damage to border trees shall be governed by applicable law and is not modified by these conditions.
- The motion failed for lack of a second.
- Council Member Hipes offered a motion to deny Z-26-04/V-26-06 1425 Mayfield Road.
- Council Member DeRito seconded the motion.
- The motion was approved (5-1). Council Member Driskell in opposition.

E. V-26-10 Truck & Tap Stage

Consideration of a variance to eliminate the rear setback to allow for the construction of a covered music performance stage on 0.129 acres in the Downtown. A variance is requested from Unified Development Code (UDC) Subsection 2.2.15(D) to eliminate the 10’ rear setback, The property is located at 30 Milton Avenue and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Mitchel Jaffe, is requesting a variance to eliminate the ten-foot (10’) rear setback to allow for the construction of a covered music performance stage on the rear property line on a 0.129-acre property in the Downtown. The subject property is located at 30 Milton Avenue between Highway 9 and Roswell Street.

- Staff recommends that Mayor and Council approve of V-26-10 Truck & Tap Stage Variance, subject to the following conditions:
 1. A covered performance stage shall be permitted on the subject property with a 0' rear setback, as depicted on the submitted site plan labeled A2.0, dated 4/1/2026.
 2. Stage location, dimensions, and materials shall be developed substantially similar to the submitted elevations, as depicted on the plans labeled A3.0, A4.0, and A5.0, with final approval by Staff.
 3. Property owner shall plant a row of shrubs and/or vining landscape material, such as Confederate Jasmine, along the base of the rear side of the stage facing the City's public parking lot, with final approval by Staff.
 4. Food trucks shall not encroach upon the pedestrian access easement on the east side of the property.
 5. Truck & Tap shall coordinate music events with the City's Recreation, Parks, & Cultural Services Department to avoid conflicts during City special events, such as Food Truck Alley.
- The submitted request, if approved, would allow for the construction of a covered music performance stage on the rear property line on a 0.129-acre property in the Downtown. A variance is requested to eliminate the ten-foot (10') rear setback to allow for the stage to be placed on the rear property line. The subject property is located at 30 Milton Avenue between Highway 9 and Roswell Street.
- Truck & Tap has been hosting live musical performances since 2020. Currently, the applicant utilizes a small modular performance stage temporarily located at the rear of the property in the food truck service area. Staff consulted Code Enforcement regarding any past noise complaints regarding the applicant's business. According to Code Enforcement, there have been no complaints registered.
- The property is zoned C-2 (General Commercial) and is developed as a 20,000 square foot free-standing building. Surrounding properties are zoned C-2, except the property to the north is zoned DT-C (Downtown Core). The Hamilton Hotel is located to the north, Argentis Gluten-Free Bakery and Ceviche are located to the west, the Old Roswell Street

City Parking Lot is located to the south, and the Waters Building is located to the east. The comprehensive land use plan designation of the property is 'Central Business District'.

- The applicant requests a variance to Unified Development Code (UDC) Subsection 2.2.15(D) to reduce the rear setback from ten-foot (10') to zero-foot (0') to allow for the construction of a covered performance stage on the rear property line. The applicant cites the small size of the property as the hardship contributing to the requested variance. The proposed location of the stage adjacent to the rear property line would avoid encroachments into the rear service area for food trucks.
- The site plan depicts a sixteen-foot (16') wide by twelve-foot (12') deep by ten-foot (10') tall, covered performance stage at the rear of the property with a zero-foot (0') rear setback. The stage faces the rear of the Truck & Tap building, directing noise from musical performances to the rear patio and rear of the building and away from adjacent properties. The rear of the property is paved, and the proposed stage would not add any impervious area to the property. A screen wall is proposed on the backside of the stage to match the existing rooftop deck screen wall.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- Community Zoning Information Meeting was held on May 13, 2026. There were public comments in support of the applicant's request and one (1) with concerns over traffic, noise, and security.
- Staff have reviewed the applicant's proposal against the established review criteria for a variance. The property has exceptional and peculiar conditions related to its size. The property is only 0.129 acres, which leaves limited space for accessory structures, such as a performance stage. Enforcement of the ten-foot (10') rear setback would likely result in the stage facing off-site properties which could result in unintended noise impacts.
- The applicants, Mitch Jaffe & Cliff Crider, came forward to present on behalf of the application.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes offered a motion to approve V-26-10 Truck & Tap Stage Variance, subject to the following conditions:
 1. A covered performance stage shall be permitted on the subject property with a 0' rear setback, as depicted on the submitted site plan labeled A2.0, dated 4/1/2026.
 2. Stage location, dimensions, and materials shall be developed substantially similar to the submitted elevations, as depicted on the plans labeled A3.0, A4.0, and A5.0, with final approval by Staff.
 3. Property owner shall plant a row of shrubs and/or vining landscape material, such as Confederate Jasmine, along the base of the rear side of the stage facing the City's public parking lot, with final approval by Staff.
 4. Food trucks shall not encroach upon the pedestrian access easement on the east side of the property.
 5. Truck & Tap shall coordinate music events with the City's Recreation, Parks, & Cultural Services Department to avoid conflicts during City special events, such as Food Truck Alley.
- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

F. PH-26-09 2045 Alpharetta Comprehensive Plan – Adoption Hearing

Consideration of a request to adopt the 2045 Alpharetta Comprehensive Plan.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- State regulations require that community comprehensive plans be prepared, adopted, and updated on a regular basis in order to ensure compliance with regional plans and maintain eligibility for grants and other funding. Council authorized Staff to transmit the draft Plan to the Department of Community Affairs (DCA) and Atlanta Regional

Commission (ARC) for review on May 18, 2026. DCA and ARC have completed their review of the 2045 Comprehensive Plan and determined that the Update complies with the applicable State requirements.

- Council authorized Staff to transmit the draft Alpharetta 2045 Comprehensive Plan to the Department of Community Affairs (DCA) and Atlanta Regional Commission (ARC) for review on May 18, 2026. DCA and ARC have completed their review of the 2045 Comprehensive Plan and determined that the Update complies with the applicable State requirements. The final approval letter from the DCA and ARC has not yet been received.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes offered a motion to approve the Resolution adopting the 2045 Alpharetta Comprehensive Plan with authorization for the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

G. The following items have been deferred and will not be considered at this meeting:

1. MP-26-08 5905 Windward Parkway Restaurant/ Windward MP Pod 14

DEFERRED: This item has been deferred by Staff to the July 9, 2026, Planning Commission meeting and will not be considered at this meeting.

Consideration of a master plan amendment to allow a free-standing 'Restaurant (no drive-thru)' on 3.75 acres in Windward. A master plan amendment is requested to the Windward Master Plan Pod 14A to allow a free-standing 'Restaurant (no drive-thru)' as a principal use on the property. The property is located at 0 Windward Parkway and is legally described as being located in Land Lot 1113, 2nd District, 1st Section, Fulton County, Georgia.

2. MP-26-05/CLUP-26-03/Z-26-03 Empire Old Milton Pkwy/Camden Pond

DEFERRED: This item 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, and rezoning in order to construct 202 '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). The property is located at 3842 Old Milton Parkway and is legally described as being located in Land Lot 2, 3, 44, 45 & 49, 1st District, 1st Section, Fulton County, Georgia.

3. PH-26-08 Unified Development Code Text Amendments – Signs

DEFERRED: This item has been deferred by Staff to the September 3, 2026, Planning Commission meeting and will not be considered at this meeting.
Consideration of text amendments to Unified Development Code (UDC) Section 2.6 Signs to add sign regulations pertaining to signs permitted on sports stadiums and arenas.

6. NEW BUSINESS

A. Stormwater Repair Contract 24-122 Fiscal Year 2027 Task Order #1

Consideration and approval of the Stormwater Repair Contract 24-122 Fiscal Year 2027 Task Order #1, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- This request is for the approval of funding for FY 27 task order one related to stormwater infrastructure improvements. The City of Alpharetta Public Works Department issued an RFP on May 2nd, 2024 for the maintenance of stormwater infrastructure. A contract for that RFP was awarded to CSTE, Inc. on July 29th, 2024.
- The work below will be assigned on a task order basis, meaning not all the work will be authorized at once. In addition, all task order proposals will be reviewed by staff to ensure unit prices and quantities are correct. The contractor will be paid based on the unit price in the contract. Public Works' goal is to be as proactive as possible in identifying issues before they cause major problems. Stormwater projects tend to identify themselves after a complete or partial failure of the system. These failures do not always

provide any type of warning and require fast action to minimize damage to property and critical infrastructure. The requested funds will allow CSTE, Inc. to resolve these issues along with the projects listed below that have already been identified.

- Westside parkway Grate inlet repair.
 - Hembree Road Grate inlet repair.
 - Sherry Drive culvert pipe replacement and poured in place headwall.
 - Drainage correction behind Fire station headquarters.
 - Curb and gutter replacement task order throughout the City.
 - Throat and top replacements throughout the City.
 - Mid Broadwell Culvert clearing/cleaning.
 - Kimball Crest sinking sidewalk repair and structure sealing.
- The City of Alpharetta received pricing from all submitting vendors when we issued the original RFP. We have included the pricing breakdown from all submitting vendors according to their pricing provided in the submitted schedule of items. CSTE, Inc. would be the cheapest submitting vendor to perform the referenced work above according to the pricing provided in the original schedule of items included in the RFP submittal. The pricing breakdown is attached to this agenda for reference.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Reeves offered a motion to approve task order #1 for the award of funds in an amount not to exceed \$730,973.93 to CSTE, Inc. to complete multiple stormwater infrastructure maintenance repairs pursuant to the August 12th, 2024 contract 24-122 Stormwater Repair Unit Price Contract for fiscal year 2027 task order # 1 with authorization for the Mayor to execute all necessary documents.
- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

B. Right-of-Way Deed Agreement: Canton on Mayfield Development

Consideration of approval of a Right-of-Way Dedication Agreement between the City of Alpharetta and Mayfield Canton Development Group, LLC, for the Canton on Mayfield Development and with authorization for the Mayor to execute all necessary documents.

- This item was removed from the Consent Agenda by Council Member Hipes for staff presentation.
- George Doyle, Traffic Engineer, came forward to present this item.
- The developer for the Canton on Mayfield development seeks to deed to the city 0.111-acres of right of way adjacent to their property frontage on Canton Street at Mayfield Road. The deeded right of way would ensure new city infrastructure including any new street curbing, streetlights, intersection improvements, and/or sidewalk are held on publicly owned land.
- This dedication of right-of-way from Mayfield Canton Development Group, LLC was a condition of the zoning approval that required this right-of-way to be dedicated to the City to become public right-of-way.

CITY COUNCIL DISCUSSION:

- A discussion occurred.

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes offered a motion to approve a Right-of-Way Dedication Agreement between the City of Alpharetta and Mayfield Canton Development Group, LLC, with authorization for the Mayor to execute all necessary documents.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (6-0).

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- Council Member Hipes announced that Alpharetta will have live music and a drone show in downtown Alpharetta above City Hall and on the Town Green Friday, July 3rd, on Saturday, July 4th there will be a 4th of July fireworks show at Wills Park, and in the Rotunda at City Hall there will be original art from Peter Max on display.

9. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

10. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Pro Tem Merkel adjourned the meeting at 8:00 p.m.

Respectfully submitted,



Grace Orehosky, Acting City Clerk



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Conflict Waiver: Jarrard & Davis, LLP Representation of Fulton County and the Fulton County Board of Registration and Elections

Consideration of approval of a Conflict Waiver for Jarrard & Davis, LLP's representation of Fulton County and the Fulton County Board of Registration and Elections, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Conflict Waiver regarding Jarrard & Davis, LLP's representation of Fulton County and the Fulton County Board of Registrstration and Elections.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta's City Attorney. The Fulton County Board of Registration and Elections may engage the law firm of Jarrard & Davis, LLP, in the capacity of legal counsel for certain election-related matters, including but not limited to legal representation for the Board of Registration and Elections in matters before the State Election Board. The Fulton County Board of Commissioners may engage the law firm Jarrard & Davis, LLP, in the capacity of legal counsel for certain matters. Jarrard & Davis, LLP will continue to represent Alpharetta while protecting their best interests, in connection with any election-related matters that arise.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-6-24 Alpharetta Conflict Waiver re Fulton Co

WAIVER OF CONFLICTS

WHEREAS, THE CITY OF ALPHARETTA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, the Fulton County Board of Registration and Elections may engage the law firm of Jarrard & Davis, LLP, in the capacity of legal counsel for certain election-related matters, including but not limited to legal representation for the Board of Registration and Elections in matters before the State Election Board; and

WHEREAS, the Fulton County Board of Commissioners may engage the law firm Jarrard & Davis, LLP, in the capacity of legal counsel for certain matters; and

WHEREAS, the governing body of Alpharetta has considered this issue, has been informed of the potential for conflicts or competing interests between the City, the Fulton Board of Registration and Elections, and the Fulton County Board of Commissioners and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent Alpharetta while protecting their best interests, in connection with any election-related matters that arise.

NOW THEREFORE, in light of the above, the governing body of Alpharetta, having considered these issues, does hereby resolve as follows:

1. Alpharetta acknowledges Jarrard & Davis, LLP’s disclosure of these potential conflicts.
2. Alpharetta further acknowledges Jarrard & Davis, LLP’s disclosure of these potential conflicts at an open meeting.

3. Alpharetta has been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by Alpharetta have been addressed to the satisfaction of each.
4. Alpharetta affirmatively waives any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the City with respect to any matters arising in Fulton County.

Effective by the City of Alpharetta this _____ day of _____ 2026.

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Conflict Waiver: Jarrard & Davis, LLP's Joint Representation of the City of Alpharetta and the City of Milton

Consideration and approval of a Conflict Waiver regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton as it relates to an Intergovernmental Agreement, Right-of-Way and Permanent Easement acquisition regarding the City of Milton's planned cross-jurisdictional improvement project on SR 140/Arnold Mill Road, a portion of which lies in Alpharetta's jurisdiction, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to preparing and approving an Intergovernmental Agreement, Right-of-Way and Permanent Easement acquisition regarding City of Milton's planned cross-jurisdictional improvement project on SR 140/Arnold Mill Road at Green Road, a portion of which lies in Alpharetta's jurisdiction, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Jarrard and Davis is the counsel of record for both the City of Alpharetta and the City of Milton. If this Waiver of Conflict is approved, Jarrard and Davis would represent both parties as it relates to preparing and approving an Intergovernmental Agreement, Right-of-Way and Permanent Easement acquisition regarding City of Milton's planned cross-jurisdictional improvement project on SR 140/Arnold Mill Road at Green Road, a portion of which lies in Alpharetta's jurisdiction. It is recommended that the parties execute conflict waivers acknowledging and agreeing to Jarrard and Davis's representation of the parties.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2026-6-15 Alpharetta Milton Conflict Waiver RE SR 140

WAIVER OF CONFLICTS

WHEREAS, THE CITY OF MILTON (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Milton and Alpharetta have indicated an intention to enter into an intergovernmental agreement to facilitate Milton’s roadway work to be completed on various city streets, including a portion of SR 140/Arnold Mill Road lying in Alpharetta’s jurisdiction (the “Agreement”); and

WHEREAS, as such, under the Georgia Constitution, an intergovernmental agreement (“IGA”) will be required to authorize the performance of this extra-jurisdictional function; and

WHEREAS, because of the nominal and non-adversarial nature of the contemplated coordinated project – there is little risk of Jarrard & Davis, LLP’s interest in drafting the IGA authorizing the work being conflicted; and

WHEREAS, the Parties recognize that Jarrard & Davis, LLP’s representation of both the Parties in relation to the work on SR 140/Arnold Mill Road at Green Road and the associated IGA could result in a conflict of interest or the appearance of a potential conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered and consulted with attorney Ken Jarrard regarding the issue, been informed of the potential for conflicts or competing interests between the Parties and risks associated with the work and associated IGA, considered the alternative of obtaining independent representation in this matter, and have had the opportunity to consult with independent counsel; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent the Parties.

(signature page follows)

Effective between the Parties this _____ day of _____, 2026.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Acceptance and ratification of Right-of-Way Deed and Temporary Easement: Dryden Road, Parcel 1
Consideration and approval of a Right-of-Way Deed and Temporary Construction Easement with Windward Mill, LLC for Dryden Road, Parcel 1, Tax Parcel No. 22 545011880570 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve as part of the Consent Agenda a Right-of-Way Deed and Temporary Construction Easement with Windward Mill, LLC for Dryden Road, Parcel 1, Tax Parcel No. 22 545011880570 for the Dryden Road Extension Project.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Identified in True North 400's Blueprint Master Plan, the Dryden Road Extension and Culvert Repair will provide much needed connectivity in the Windward Parkway/Edison Drive/Marconi Drive area in Alpharetta. The new roadway will extend the current Dryden Road from North Point Parkway to Edison Drive just south of Windward Parkway. The project will enhance connectivity to the Edison Drive area providing greater access to AT&T, The Edison, and Flexential. The project will also include a necessary culvert repair to be designed and built simultaneously.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. 2025-12-17 __Recorded__Temp__Constr__Easement__- Windward
2. 2025-12-17 __Recorded__ROW_Deed__- Windward_Mill

After recording, please return to:

Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross Reference: Deed Book 69550, Page 434
Re: Tax Parcel No. 22 545011880570

**STATE OF GEORGIA
COUNTY OF FULTON**

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this 10th day of ~~November~~ 2025, **WINDWARD MILL, LLC**, hereinafter called "Grantor," and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee". Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors, and assigns.

WITNESSETH, that Grantor, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grants unto the Grantee a temporary easement over, under, upon, and across the following described property:

TO-WIT: 3,429.75 square feet (0.079 acres) of Temporary Construction Easement located in in Land Lot 1112 of the 2nd District, 1st Section of Fulton County, Georgia, as described in the Legal Description attached hereto marked Exhibit "A" and further identified as Parcel #1, as depicted in the right-of-way plans dated December 23, 2024, prepared by the City of Alpharetta, a copy of which is attached hereto marked "Exhibit "B".

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, drainage and embankments as necessary, in order to support improvements on roadway, as per Exhibit "B" attached.

NOTE: The Temporary Construction Easement granted hereunder shall expire 18 months from the date of this easement.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement the day and year above written.

This Temporary Construction Easement is being recorded to include Exhibits that were inadvertently omitted in the Temporary Construction Easement dated November 10, 2025, recorded on November 18, 2025, in Deed Book 69550, Page 434, of Georgia record.

(SIGNATURES ON FOLLOWING PAGE)

Alph/Dryden Road, Parcel 01

After recording, please return to:

Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Cross Reference: Deed Book 69550, Page 434
Re: Tax Parcel No. 22 545011880570

**STATE OF GEORGIA
COUNTY OF FULTON**

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this 10th day of November 2025, **WINDWARD MILL, LLC**, hereinafter called "Grantor," and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee". Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors, and assigns.

WITNESSETH, that Grantor, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grants unto the Grantee a temporary easement over, under, upon, and across the following described property:

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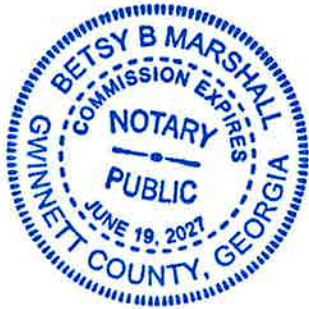
(SIGNATURES ON FOLLOWING PAGE)

Sworn to and subscribed before me
this 10th day of November, 2025.

Elipe Raul
Witness

Betsy B Marshall
Notary Public

My commission expires: June 19, 2027



GRANTOR:

WINDWARD MILL, LLC,
a Georgia limited liability company

By: Worthington Hyde Partners, L.P., a
Delaware limited partnership
Its: Manager

By: Worthington Hyde, LLC, a
Tennessee limited liability company
Its: General Partner

By: Pittco Management, LLC, a
Tennessee limited liability company
Its: Manager

By: John B. Tirrill, Jr. (SEAL)
Name: John B. Tirrill, Jr.

Title: Executive Vice President of Development

EXHIBIT "A"

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

LAYOUT POINTS FROM CHAIN PAR1TEMP1

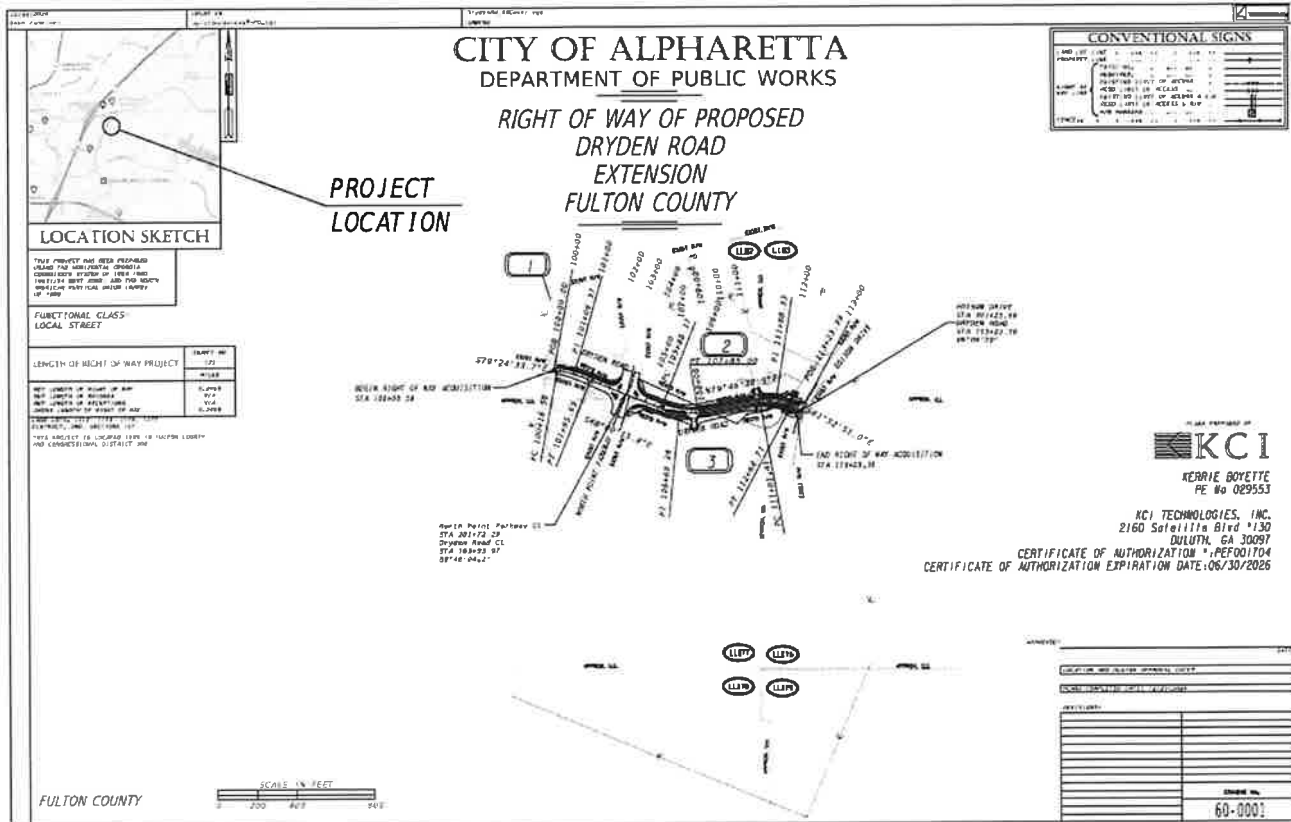
TO		OFFSET
POINT	STATION	DISTANCE
	10000.591	27.173L

DESCRIPTION OF PAR1TEMP1

Commencing at a point as depicted on Exhibit "B"; running thence N48.721°E a distance of 18.85 feet to a point 42.00 feet left of and opposite station 10012.230 on said construction centerline laid out for Dryden Road CL; thence S77.264°E a distance of 78.83 feet to a point 42.00 feet left of and opposite station 10087.760 on said construction centerline laid out for Dryden Road CL; thence N72.204°E a distance of 25.67 feet to a point 56.20 feet left of and opposite station 10108.045 on said construction centerline laid out for Dryden Road CL; thence S26.717°E a distance of 16.81 feet to a point 44.00 feet left of and opposite station 10119.002 on said construction centerline laid out for Dryden Road CL; thence southeasterly 80.39 feet along the arc of a curve (said curve having a radius of 944.00 feet and a chord distance of 80.37 feet on a bearing of S70.444°E) to the point 44.00 feet left of and opposite station 10195.649 on said construction centerline laid out for Dryden Road CL; thence S68.004°E a distance of 96.10 feet to a point 44.00 feet left of and opposite station 10291.752 on said construction centerline laid out for Dryden Road CL; thence N76.204°E a distance of 35.91 feet to a point 65.00 feet left of and opposite station 10320.884 on said construction centerline laid out for Dryden Road CL; thence N36.225°E a distance of 20.80 feet to a point 85.17 feet left of and opposite station 10325.997 on said construction centerline laid out for Dryden Road CL; thence S11.919°W a distance of 24.58 feet to a point 60.97 feet left of and opposite station 10330.297 on said construction centerline laid out for Dryden Road CL; thence S78.542°W a distance of 46.20 feet to a point 35.50 feet left of and opposite station 10291.752 on said construction centerline laid out for Dryden Road CL; thence N68.004°W a distance of 96.10 feet to a point 35.50 feet left of and opposite station 10195.649 on said construction centerline laid out for Dryden Road CL; thence northwesterly 119.79 feet along the arc of a curve (said curve having a radius of 935.50 feet and a chord distance of 119.71 feet on a bearing of N71.673°W) to the point 35.50 feet left of and opposite station 10080.407 on said construction centerline laid out for Dryden Road CL; thence S14.659°W a distance of 7.00 feet to a point 28.50 feet left of and opposite station 10080.407 on said construction centerline laid out for Dryden Road CL; thence northwesterly 65.93 feet along the arc of a curve (said curve having a radius of 928.50 feet and a chord distance of 65.92 feet on a bearing of N77.375°W) to the point 28.50 feet left of and opposite station 10016.500 on said construction centerline laid out for Dryden Road CL; thence S80.795°W a distance of 4.38 feet to a point 27.02 feet left of and opposite station 10012.380 on said construction centerline laid out for Dryden Road CL; thence northwesterly 11.79 feet along the arc of a curve (said curve having a radius of 830.00 feet and a chord distance of 11.79 feet on a bearing of N78.654°W) back to the point of beginning. Containing 0.079 acres more or less.

EXHIBIT "B"

RIGHT-OF-WAY PLANS TEMPORARY CONSTRUCTION EASEMENT



After recording, please return to:
Priya M. Patel
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA)

Cross Reference: Deed Book 69550, Page 436

Tax Parcel # 22 545011880570

COUNTY OF FULTON)

RIGHT OF WAY DEED

THIS INDENTURE made this 10th day of November, 2025, between **WINDWARD MILL, LLC**, hereinafter called "Grantor," and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee".

WITNESSETH, that, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and forever QUIT CLAIM unto Grantee, Grantee's successors and assigns, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 1112 of the 2nd District, 1st Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference. Said right of way is hereby conveyed, consisting of 0.088 acres, (3,854.03 square feet) more or less, as shown on the plat of the property prepared by the City of Alpharetta, dated December 23, 2024, said plat attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple, subject to the Permitted Exceptions incorporated as Exhibit "C". Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

This Right Of way Deed is being recorded to include Exhibits that were inadvertently omitted in the Right Of Way Deed dated November 10, 2025, recorded on November 18, 2025, in Deed Book 69550, Page 436, of Georgia record.

SIGNATURES ON THE FOLLOWING PAGE

Right of Way Deed
Tax Parcel No. 22 545011880570
Alph/Dryden Road, Parcel 01
4923-5577-6347v4

After recording, please return to:
Priya M. Patel
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA)

Cross Reference: Deed Book 69550, Page 436
Tax Parcel # 22 545011880570

COUNTY OF FULTON)

RIGHT OF WAY DEED

THIS INDENTURE made this 10th day of November 2025, between WINDWARD MILL, LLC, hereinafter called "Grantor," and CITY OF ALPHARETTA, a municipal corporation of the State of Georgia, hereinafter called "Grantee".

WITNESSETH, that, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and forever QUIT CLAIM unto Grantee, Grantee's successors and assigns, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 1112 of the 2nd District, 1st Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference. Said right of way is hereby conveyed, consisting of 0.088 acres, (3,854.03 square feet) more or less, as shown on the plat of the property prepared by the City of Alpharetta, dated December 23, 2024, said plat attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple, subject to the Permitted Exceptions incorporated as Exhibit "C". Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

This Right Of way Deed is being recorded to include Exhibits that were inadvertently omitted in the Right Of Way Deed dated November 10, 2025, recorded on November 18, 2025, in Deed Book 69550, Page 436, of Georgia record.

SIGNATURES ON THE FOLLOWING PAGE

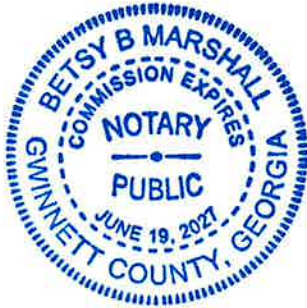
Right of Way Deed
Tax Parcel No. 22 545011880570
Alph/Dryden Road, Parcel 01
4923-5577-6347v4

Sworn to and subscribed before me
this 10th day of November, 2025.

Elepe Rouel
Witness

Betsy B. Marshall
Notary Public

My commission expires: June 19, 2027



GRANTOR:

WINDWARD MILL, LLC,
a Georgia limited liability company

By: Worthington Hyde Partners, L.P., a
Delaware limited partnership
Its: Manager

By: Worthington Hyde, LLC, a
Tennessee limited liability company
Its: General Partner

By: Pittco Management, LLC a
Tennessee limited liability company
Its: Manager

By: [Signature] (SEAL)
Name: John B. Tirrill, Jr.
Title: Executive Vice President of Development

EXHIBIT "A"

LAYOUT POINTS FROM CHAIN PAR1TRACT1		
TO		OFFSET
POINT	STATION	DISTANCE
	10012.380	27.017L

DESCRIPTION OF PAR1TRACT1

Commencing at a point as depicted on Exhibit "C"; running thence N80.795°E a distance of 4.38 feet to a point 28.50 feet left of and opposite station 10016.500 on said construction centerline laid out for Dryden Road CL; thence southeasterly 65.93 feet along the arc of a curve (said curve having a radius of 928.50 feet and a chord distance of 65.92 feet on a bearing of S77.375°E) to the point 28.50 feet left of and opposite station 10080.407 on said construction centerline laid out for Dryden Road CL; thence N14.659°E a distance of 7.00 feet to a point 35.50 feet left of and opposite station 10080.407 on said construction centerline laid out for Dryden Road CL; thence southeasterly 119.79 feet along the arc of a curve (said curve having a radius of 935.50 feet and a chord distance of 119.71 feet on a bearing of S71.673°E) to the point 35.50 feet left of and opposite station 10195.649 on said construction centerline laid out for Dryden Road CL; thence S68.004°E a distance of 96.10 feet to a point 35.50 feet left of and opposite station 10291.752 on said construction centerline laid out for Dryden Road CL; thence N78.542°E a distance of 46.20 feet to a point 60.97 feet left of and opposite station 10330.297 on said construction centerline laid out for Dryden Road CL; thence S40.502°W a distance of 31.28 feet to a point 31.31 feet left of and opposite station 10320.367 on said construction centerline laid out for Dryden Road CL; thence S89.022°W a distance of 30.77 feet to a point 19.30 feet left of and opposite station 10292.039 on said construction centerline laid out for Dryden Road CL; thence N67.201°W a distance of 124.16 feet to a point 21.46 feet left of and opposite station 10168.535 on said construction centerline laid out for Dryden Road CL; thence northwesterly 160.38 feet along the arc of a curve (said curve having a radius of 829.97 feet and a chord distance of 160.13 feet on a bearing of N72.711°W) back to the point of beginning. Containing 0.088 acres more or less.

(attached)

EXHIBIT "C"
Permitted Exceptions

1. Limited Warranty Deed from Windward Mill, LLC to Windward Point WHP, Inc., dated July 31, 2018, and recorded in Deed Book 59118, Page 267, containing 4.848 acres, being Tax Parcel 22 545011881016, along with that right of way tract containing 0.442 acres.
2. Easement Agreement between Windward Mill, LLC and Windward Point WHP, Inc., dated December 22, 2015, and recorded in Deed Book 55691, Page 566.
3. Easements and exceptions contained in that certain Limited Warranty Deed from The Prudential Insurance Company of America to Windward Mill, LLC, dated April 26, 2007, and recorded in Deed Book 44904, Page 247.
4. Department of Transportation Construction and Maintenance Easement from The Prudential Insurance Company of America to Department of Transportation, dated September 19, 2001, and recorded in Deed Book 31040, Page 271.
5. Condemnation by Department of Transportation against The Prudential Insurance Company of America, et al., dated April 12, 2001, and recorded in Deed Book 30285, Page 621.
6. Restrictions contained in that Limited Warranty Deed from The Prudential Insurance Company of America to Metropolitan Atlanta Rapid Transit Authority, dated October 4, 2000, and recorded in the Deed Book 29541, Page 189, as amended by that certain First Amendment to Restrictive Covenant and Easement Agreement, dated April 4, 2005, and recorded in Deed Book 39751, Page 350.
7. Assignment of Right of First Offer from The Prudential Insurance Company of America to Windward Mill, LLC, dated April 26, 2007, and recorded in Deed Book 44904, Page 257, along with that Quitclaim Deed from The Prudential Insurance Company of America to Metropolitan Atlanta Rapid Transit Authority, dated April 26, 2007, and recorded in Deed Book 44904, Page 260, as described in Section 3(f) of Exhibit C of that certain Limited Warranty Deed recorded at Deed Book 29541, Page 189.
8. Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association, dated March 28, 1983, and recorded in Deed Book 8700, Page 362, as re-recorded in Deed Book 8750, Page 82, as amended by instrument dated November 13, 1990, and recorded in Deed Book 13858, Page 336, and as further amended and recorded of record.
8. All unrecorded leases and subleases affecting the Property, now or hereafter in effect.
9. Those matters shown on that certain Survey for Prudential Marta, dated November 15, 2000, and recorded in Plat Book 216, Page 138 – 138A.

10. Those matters shown on that certain File Plat for Dryden Road Dedication, certified September 4, 2003, by Charles N. Jackson, Georgia Registered Land Surveyor, No. 2351, and recorded in Plat Book 259, Pages 137 – 140.



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Acceptance and ratification of Right-of-Way Deed and Temporary Easements: Dryden Road, Parcel 2
Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, and Temporary Construction Easement with Windward Crossings, LLC for Dryden Road, Parcel 2, Tax Parcel No. 21 549011120237 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve as part of the Consent Agenda a Right-of-Way Deed, Temporary Driveway Easement, Temporary Construction Easement, and Permanent Easement with AT&T Enterprises, LLC for Dryden Road, Parcel 3, Tax Parcel No. 21 550011760089 for the Dryden Road Extension Project.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Identified in True North 400's Blueprint Master Plan, the Dryden Road Extension and Culvert Repair will provide much needed connectivity in the Windward Parkway/Edison Drive/Marconi Drive area in Alpharetta. The new roadway will extend the current Dryden Road from North Point Parkway to Edison Drive just south of Windward Parkway. The project will enhance connectivity to the Edison Drive area providing greater access to AT&T, The Edison, and Flexential. The project will also include a necessary culvert repair to be designed and built simultaneously.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. _Recorded_Windward_-_Temp_Driveway_Easement_Executed
2. _Recorded_Windward_-_Temp_Construction_Easement_Executed
3. _Recorded_Windward_-_Right_of_Way_Deed_Executed

Please return to:
Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

TEMPORARY DRIVEWAY EASEMENT

STATE OF GEORGIA
FULTON COUNTY

Tax Parcel # 21 549011120237

THIS EASEMENT granted this 6th day of FEBRUARY 2026 between **ORF II Windward Crossing, LLC**, as party of the first part, hereinafter referred to as Grantor, and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WHEREAS THAT; Grantor, for and in consideration of the sum of one Dollar (\$1.00) in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee one (1) temporary driveway easement over, under, upon and across the following described property:

All that tract or parcel of land lying and being in Land Lots 1112 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularity described in Exhibit "A" attached hereto and made a part hereof by reference. The one (1) temporary driveway easement is further described on the plat attached hereto as Exhibit "B" Parcel #2 and made a part hereof by this reference.

The purpose of this easement is to allow the Grantee, or its agents, to construct a driveway within the driveway easement area as per Exhibit A, attached hereto.

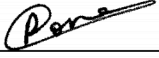
This temporary driveway easement shall expire upon completion and final acceptance of the project by the City of Alpharetta.

(SIGNATURES ON FOLLOWING PAGE)

Temporary Driveway Easement
Tax Parcel No. 21 549011120237

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement, the day and year above written.

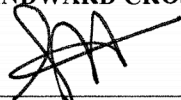
Sworn to and subscribed before me
this 16th day of FEBRUARY, 2026.

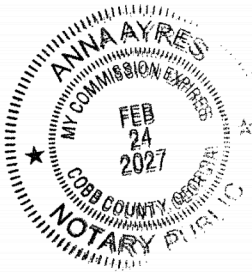

Witness


Notary Public

My commission expires: 2/24/2027

GRANTORS:
ORF II WINDWARD CROSSING, LLC


Sridhar Marupudi, Sole Member/Manager



Temporary Driveway Easement
Tax Parcel No. 21 549011120237

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 2
DATE OF R/W PLANS: 12/23/24
REVISION DATE: N/A

TEMPORARY DRIVEWAY EASEMENT

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 76.045 feet left of and opposite Station 11075.552 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N80.008°E a distance of 37.01 feet to a point 76.09 feet left of and opposite station 11109.957 on said construction centerline laid out for Dryden Road CL; thence S16.264°E a distance of 47.44 feet to a point 29.18 feet left of and opposite station 11115.869 on said construction centerline laid out for Dryden Road CL; thence S83.591°W a distance of 44.87 feet to a point 31.70 feet left of and opposite station 11072.782 on said construction centerline laid out for Dryden Road CL; thence N6.651°W a distance of 44.43 feet back to the point of beginning.

Containing 0.043 acres (1,869.29 square feet) more or less.

Temporary Driveway Easement
Tax Parcel No. 21 549011120237

After recording, please return to:

Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel No. 21 549011120237

**STATE OF GEORGIA
COUNTY OF FULTON**

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this 6th day of FEBRUARY, 2026, between **ORF II WINDWARD CROSSING, LLC**, (hereinafter referred to as "Grantor"), and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee." Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors, and assigns.

WITNESSETH, that Grantor, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grants unto the Grantee a temporary easement over, under, upon, and across the following described property:

TO-WIT: 10,247.56 square feet of Temporary Construction Easement located in in Land Lots 1112 and 1177 of the 2nd District 1st Section of Fulton County, Georgia, identified as Parcel #02, as depicted in the right-of-way plans dated December 23, 2024, prepared by City of Alpharetta, a copy of which is attached hereto marked "Exhibit A" and further described in the Legal Description attached hereto marked Exhibit "B".

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, drainage and embankments as necessary, in order to support improvements on roadway, as per Exhibit A attached.

NOTE: The Temporary Construction Easement granted hereunder shall expire upon completion of the project and acceptance thereof by Grantee, whichever shall first occur.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement the day and year above written.

GRANTOR:
ORF II WINDWARD CROSSING, LLC

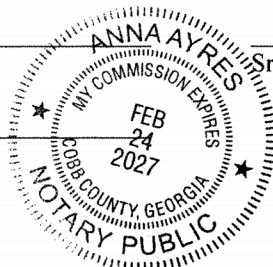
Signed, sealed and delivered
This 6th day of FEBRUARY 2026.
in the presence of:



Witness



Notary Public
My Commission expires:
2/24/2027





Sridhar Marupudi, Sole Member/Manager

EXHIBIT "B"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 2
DATE OF R/W PLANS: 12/23/24
REVISION DATE: N/A

**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS,
DRAINAGE, AND EMBANKMENTS REQUIRED – 1**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 108.295 feet left of and opposite Station 10436.945 on the construction plans of City of Alpharetta Project Dryden Drive; running thence S55.503°E a distance of 16.58 feet to a point 104.71 feet left of and opposite station 10453.135 on said construction centerline laid out for Dryden Road CL; thence S10.648°E a distance of 8.76 feet to a point 97.33 feet left of and opposite station 10457.862 on said construction centerline laid out for Dryden Road CL; thence N64.999°W a distance of 19.58 feet to a point 98.35 feet left of and opposite station 10438.305 on said construction centerline laid out for Dryden Road CL; thence northeasterly 10.04 feet along the arc of a curve (said curve having a radius of 868.53 feet and a chord distance of 10.04 feet on a bearing of N14.206°E) back to the point of beginning.

Containing 0.003 acres (147.68 square feet) more or less.

LEGAL DESCRIPTION

PROJECT: Dryden Drive
 PARCEL NO.: 2
 DATE OF R/W PLANS: 12/23/24
 REVISION DATE: N/A

**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS,
 DRAINAGE, AND EMBANKMENTS REQUIRED - 2**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 51.614 feet left of and opposite Station 10751.327 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N79.763°E a distance of 291.59 feet to a point 53.06 feet left of and opposite station 11047.930 on said construction centerline laid out for Dryden Road CL; thence N53.038°E a distance of 30.27 feet to a point 66.68 feet left of and opposite station 11074.967 on said construction centerline laid out for Dryden Road CL; thence S6.651°E a distance of 35.04 feet to a point 31.70 feet left of and opposite station 11072.782 on said construction centerline laid out for Dryden Road CL; thence S83.591°W a distance of 13.09 feet to a point 32.57 feet left of and opposite station 11059.723 on said construction centerline laid out for Dryden Road CL; thence S34.553°W a distance of 6.44 feet to a point 28.00 feet left of and opposite station 11055.186 on said construction centerline laid out for Dryden Road CL; thence S79.775°W a distance of 213.01 feet to a point 28.00 feet left of and opposite station 10842.178 on said construction centerline laid out for Dryden Road CL; thence southwesterly 55.99 feet along the arc of a curve (said curve having a radius of 413.00 feet and a chord distance of 55.95 feet on a bearing of S83.666°W) to the point 31.80 feet left of and opposite station 10786.358 on said construction centerline laid out for Dryden Road CL; thence N65.000°W a distance of 36.75 feet back to the point of beginning.

Containing 0.173 acres (7,545.52 square feet) more or less.

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 2
DATE OF R/W PLANS: 12/23/24
REVISION DATE: N/A

**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS,
DRAINAGE, AND EMBANKMENTS REQUIRED – 3**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 76.085 feet left of and opposite Station 11109.957 on the construction plans of City of Alpharetta Project Dryden Drive; running thence S48.821°E a distance of 30.01 feet to a point 53.91 feet left of and opposite station 11126.020 on said construction centerline laid out for Dryden Road CL; thence southeasterly 19.44 feet along the arc of a curve (said curve having a radius of 30.00 feet and a chord distance of 19.10 feet on a bearing of S67.382°E) to the point 45.67 feet left of and opposite station 11140.391 on said construction centerline laid out for Dryden Road CL; thence S85.944°E a distance of 69.59 feet to a point 47.37 feet left of and opposite station 11199.183 on said construction centerline laid out for Dryden Road CL; thence N81.462°E a distance of 62.91 feet to a point 75.00 feet left of and opposite station 11244.696 on said construction centerline laid out for Dryden Road CL; thence S27.814°W a distance of 20.68 feet to a point 54.41 feet left of and opposite station 11243.157 on said construction centerline laid out for Dryden Road CL; thence N61.586°W a distance of 25.04 feet to a point 58.10 feet left of and opposite station 11222.932 on said construction centerline laid out for Dryden Road CL; thence S48.222°W a distance of 33.24 feet to a point 30.00 feet left of and opposite station 11207.817 on said construction centerline laid out for Dryden Road CL; thence northwesterly 78.99 feet along the arc of a curve (said curve having a radius of 280.00 feet and a chord distance of 78.73 feet on a bearing of N83.919°W) to the point 30.00 feet left of and opposite station 11137.289 on said construction centerline laid out for Dryden Road CL; thence S83.591°W a distance of 23.96 feet to a point 29.18 feet left of and opposite station 11115.869 on said construction centerline laid out for Dryden Road CL; thence N16.264°W a distance of 47.44 feet back to the point of beginning.

Containing 0.059 acres (2,554.36 square feet) more or less.

After recording, please return to:
Priya M. Patel
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA)

Tax Parcel # 21 549011120237

COUNTY OF FULTON)

RIGHT OF WAY DEED

THIS INDENTURE made this 6th day of ~~FEBRUARY~~ 2026, between **ORF II WINDWARD CROSSING, LLC**, hereinafter called "Grantors," and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee".

WITNESSETH, that, Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 1112 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference. Said right of way is hereby conveyed, consisting of 0.688 acres, more or less, as shown on the plat of the property prepared by City of Alpharetta, dated December 23, 2024, said plat attached hereto and made a part of this deed as Exhibit "B".

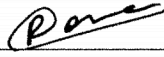
TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantors shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever arising by, through or under Grantor, but not otherwise. Where the context requires or permits, "Grantors" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantors have executed this Deed under Seal on the date above written.

SIGNATURE ON THE FOLLOWING PAGE

Right of Way Deed
Tax Parcel No. 21 549011120237
Alpharetta Road Parcel 02

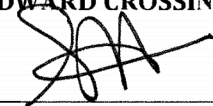
Sworn to and subscribed before me
this 6th day of FEBRUARY, 2026.


Witness

No

My commission expires: 2/24/2027

GRANTOR:
ORF II WINDWARD CROSSING, LLC


Sridhar Marupudi, Sole Member/Manager



[Faint, illegible text]

EXHIBIT "A"**LEGAL DESCRIPTION**

PROJECT: Dryden Drive
 PARCEL NO.: 2
 DATE OF R/W PLANS: 12/23/24
 REVISION DATE: N/A

RIGHT OF WAY - 1

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 31.796 feet left of and opposite Station 10786.358 on the construction plans of City of Alpharetta Project Dryden Drive; running thence northeasterly 55.99 feet along the arc of a curve (said curve having a radius of 413.00 feet and a chord distance of 55.95 feet on a bearing of N83.666°E) to the point 28.00 feet left of and opposite station 10842.178 on said construction centerline laid out for Dryden Road CL; thence N79.775°E a distance of 213.01 feet to a point 28.00 feet left of and opposite station 11055.186 on said construction centerline laid out for Dryden Road CL; thence N34.553°E a distance of 6.44 feet to a point 32.57 feet left of and opposite station 11059.723 on said construction centerline laid out for Dryden Road CL; thence N83.591°E a distance of 81.92 feet to a point 30.00 feet left of and opposite station 11137.289 on said construction centerline laid out for Dryden Road CL; thence northeasterly 78.99 feet along the arc of a curve (said curve having a radius of 280.00 feet and a chord distance of 78.73 feet on a bearing of S83.919°E) to the point 30.00 feet left of and opposite station 11207.817 on said construction centerline laid out for Dryden Road CL; thence S48.221°W a distance of 87.82 feet to a point 37.00 feet right of and opposite station 11149.565 on said construction centerline laid out for Dryden Road CL; thence S48.221°W a distance of 27.50 feet to a point 54.56 feet right of and opposite station 11123.624 on said construction centerline laid out for Dryden Road CL; thence S79.507°W a distance of 93.15 feet to a point 55.77 feet right of and opposite station 11025.604 on said construction centerline laid out for Dryden Road CL; thence S47.004°W a distance of 71.68 feet to a point 94.57 feet right of and opposite station 10965.328 on said construction centerline laid out for Dryden Road CL; thence N65.000°W a distance of 115.41 feet to a point 28.00 feet right of and opposite station 10871.049 on said construction centerline laid out for Dryden Road CL; thence N65.000°W a distance of 103.67 feet back to the point of beginning.

Containing 0.673 acres more or less.

Right of Way Deed
 File Parcel No. 21-549011120237
 Map Dryden Road, Parcel 02

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 2
DATE OF R/W PLANS: 12/23/24
REVISION DATE: N/A

RIGHT OF WAY - 2

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176 and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 54.410 feet left of and opposite Station 11243.157 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N27.814°E a distance of 20.68 feet to a point 75.00 feet left of and opposite station 11244.696 on said construction centerline laid out for Dryden Road CL; thence S64.632°E a distance of 31.22 feet to a point 75.00 feet left of and opposite station 11268.722 on said construction centerline laid out for Dryden Road CL; thence S28.142°W a distance of 22.34 feet to a point 52.66 feet left of and opposite station 11268.713 on said construction centerline laid out for Dryden Road CL; thence N61.586°W a distance of 31.06 feet back to the point of beginning.

Containing 0.015 acres more or less.

Right of Way - Used
Dry Parcel No. 21-5600112/237
Appl Dryden Road, Parcel 02



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Acceptance and ratification of Right-of-Way Deed, Temporary Easements, and Permanent Easement: Dryden Road, Parcel 3

Consideration and approval of a Right-of-Way Deed, Temporary Driveway Easement, Temporary Construction Easement, and Permanent Easement with AT&T Enterprises, LLC for Dryden Road, Parcel 3, Tax Parcel No. 21 550011760089 for the Dryden Road Extension Project, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve as part of the Consent Agenda a Right-of-Way Deed, Temporary Driveway Easement, Temporary Construction Easement, and Permanent Easement with AT&T Enterprises, LLC for Dryden Road, Parcel 3, Tax Parcel No. 21 550011760089 for the Dryden Road Extension Project.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Identified in True North 400's Blueprint Master Plan, the Dryden Road Extension and Culvert Repair will provide much needed connectivity in the Windward Parkway/Edison Drive/Marconi Drive area in Alpharetta. The new roadway will extend the current Dryden Road from North Point Parkway to Edison Drive just south of Windward Parkway. The project will enhance connectivity to the Edison Drive area providing greater access to AT&T, The Edison, and Flexential. The project will also include a necessary culvert repair to be designed and built simultaneously.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. Right of Way Deed - Dryden 3
2. DWESMT - Dryden 3
3. Permanent Easement - Dryden 3
4. TCE - Dryden 3

After recording, please return to:
Priya M. Patel
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

STATE OF GEORGIA)

COUNTY OF FULTON)

Tax Parcel # 21 550011760089

RIGHT OF WAY DEED

THIS INDENTURE made this 28 day of May, 2026, between **AT&T ENTERPRISES, LLC, SUCESSOR-IN-INTEREST TO AT&T CORP., SUCCESSOR BY MERGER TO AT&T RESOURCE MANAGEMENT CORPORATION**, hereinafter called "Grantor," and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter called "Grantee".

WITNESSETH, that, Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177 and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference. Said right of way is hereby conveyed, consisting of 1.205 acres, more or less, as shown on the plat of the property prepared by City of Alpharetta, dated December 23, 2024, revised on November 21, 2025, said plat attached hereto and made a part of this deed as Exhibit "A".

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, their successors and assigns, against the claims of all persons whomsoever arising by, through or under Grantor, but not otherwise. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

SIGNATURE ON THE FOLLOWING PAGE

Right of Way Deed
Tax Parcel No. 21 550011760089
Alph Dryden Road, Parcel 03

Sworn to and subscribed before me
this 28 day of May, 2026.

Witness

Cheryl Canada
Notary Public

My commission expires:

4/26/28



(SEAL)

Attest:

Grace Orehosky, Acting City Clerk

GRANTOR:

AT&T ENTERPRISES, LLC, SUCESSOR-IN-
INTEREST TO AT&T CORP., SUCCESSOR BY
MERGER TO AT&T RESOURCE
MANAGEMENT CORPORATION,

BY:
ITS:

Thomas Schmeitz
Lead, Real Estate

GRANTEE:

CITY OF ALPHARETTA, GEORGIA

By:

Jim Gilvin, Mayor

Approved as to form and legal sufficiency:

City Attorney

Right of Way Deed
Tax Parcel No. 21 550011760089
Alph Dryden Road, Parcel 03

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

RIGHT OF WAY - 1

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 98.352 feet left of and opposite Station 10438.305 on the construction plans of City of Alpharetta Project Dryden Drive; running thence S65.000°E a distance of 321.121 feet to a point 31.796 feet left of and opposite station 10786.358 on said construction centerline laid out for Dryden Road CL; thence S65.000°E a distance of 103.673 feet to a point 28.00 feet right of and opposite station 10871.049 on said construction centerline laid out for Dryden Road CL; thence S79.775°W a distance of 99.543 feet to a point 28.241 feet right of and opposite station 10772.511 on said construction centerline laid out for Dryden Road CL; thence southwesterly 153.34 feet along the arc of a curve (said curve having a radius of 367.00 feet and a chord distance of 152.23 feet on a bearing of N88.255°W) to the point 32.610 feet right of and opposite station 10631.560 on said construction centerline laid out for Dryden Road CL; thence N59.268°W a distance of 27.114 feet to a point 26.115 feet right of and opposite station 10607.267 on said construction centerline laid out for Dryden Road CL; thence northwesterly 20.53 feet along the arc of a curve (said curve having a radius of 360.00 feet and a chord distance of 20.53 feet on a bearing of N70.521°W) to the point 26.57 feet right of and opposite station 10588.175 on said construction centerline laid out for Dryden Road CL; thence N84.814°W a distance of 26.082 feet to a point 34.000 feet right of and opposite station 10563.208 on said construction centerline laid out for Dryden Road CL; thence N68.004°W a distance of 51.821 feet to a point 34.000 feet right of and opposite station 10511.387 on said construction centerline laid out for Dryden Road CL; thence S67.493°W a distance of 92.969 feet to a point 99.166 feet right of and opposite station 10445.080 on said construction centerline laid out for Dryden Road CL; thence N22.430°E a distance of 77.877 feet to a point 21.291 feet right of and opposite station 10445.670 on said construction centerline laid out for Dryden Road CL; thence northeasterly 119.97 feet along the arc of a curve (said curve having a radius of 868.50 feet and a chord distance of 119.87 feet on a bearing of N18.473°E) back to the point of beginning.

Containing 0.960 acres more or less.

LEGAL DESCRIPTION

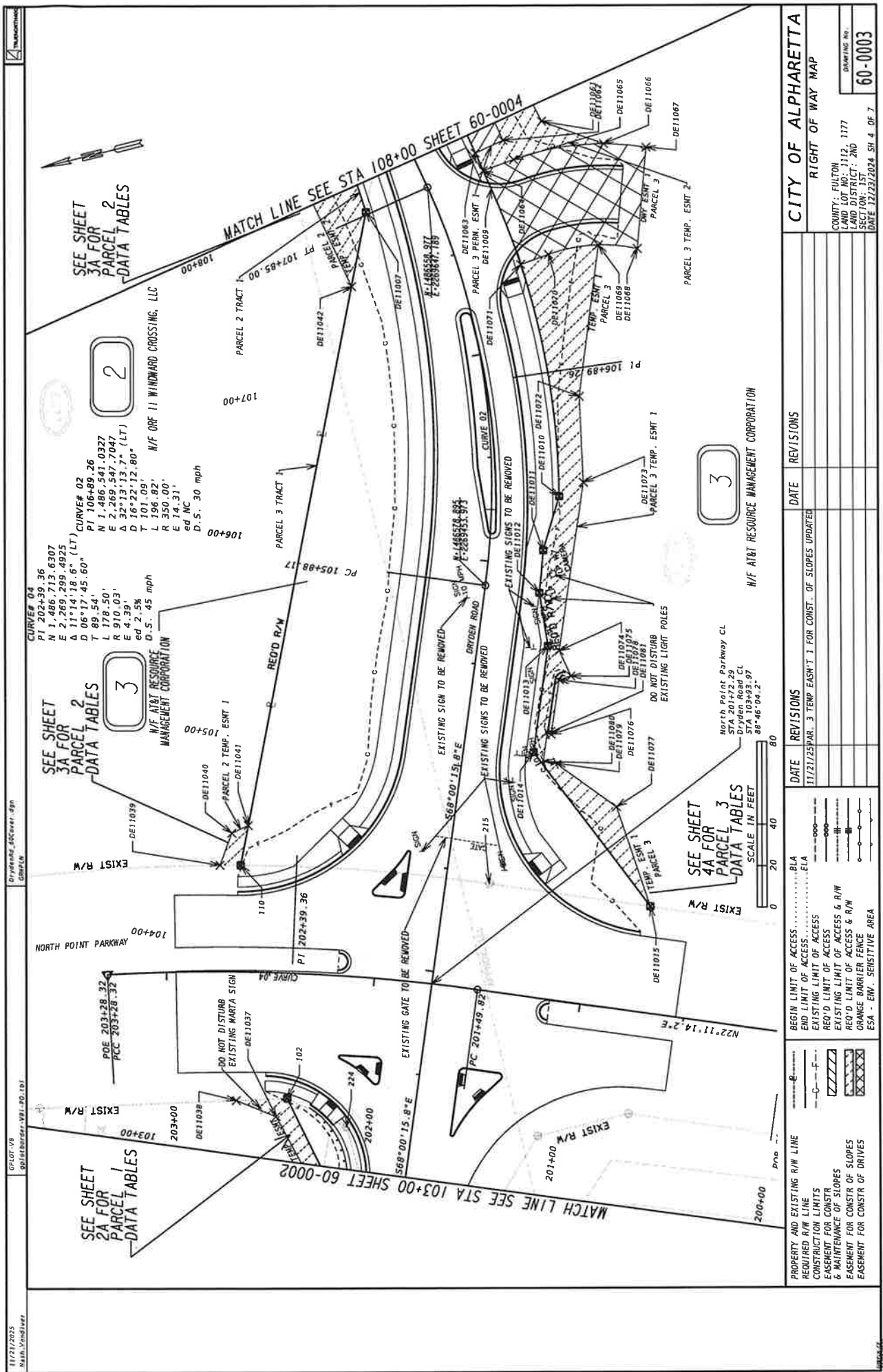
PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

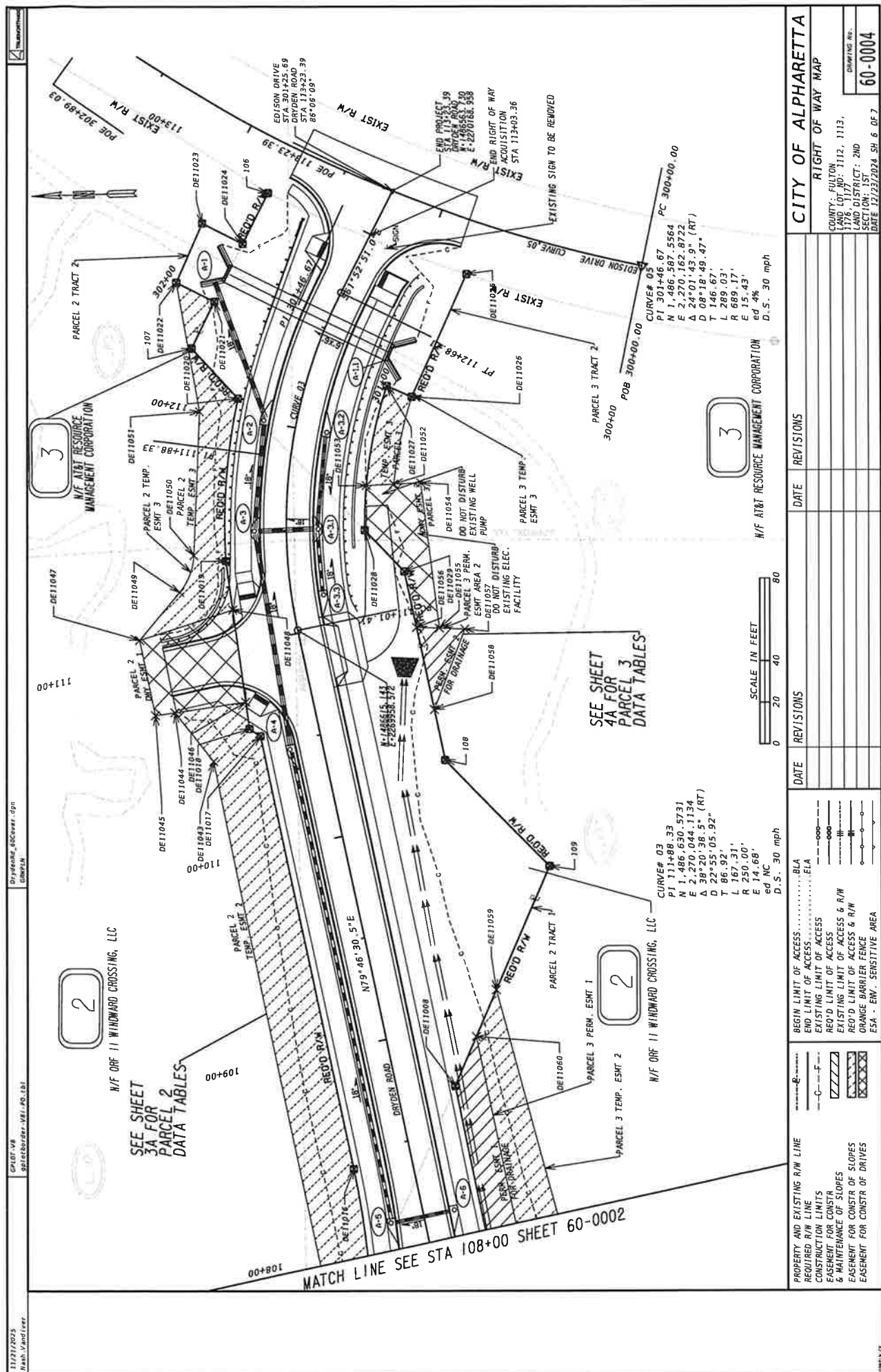
RIGHT OF WAY - 2

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1176, and 1177 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.000 feet left of and opposite Station 11207.817 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N48.222°E a distance of 33.241 feet to a point 58.102 feet left of and opposite station 11222.932 on said construction centerline laid out for Dryden Road CL; thence S61.586°E a distance of 25.043 feet to a point 54.410 feet left of and opposite station 11243.157 on said construction centerline laid out for Dryden Road CL; thence S61.586°E a distance of 31.064 feet to a point 52.661 feet left of and opposite station 11268.713 on said construction centerline laid out for Dryden Road CL; thence S61.586°E a distance of 27.491 feet to a point 52.519 feet left of and opposite station 11296.204 on said construction centerline laid out for Dryden Road CL; thence southwesterly 102.86 feet along the arc of a curve (said curve having a radius of 724.13 feet and a chord distance of 102.77 feet on a bearing of S24.125°W) to the point 50.000 feet right of and opposite station 11303.362 on said construction centerline laid out for Dryden Road CL; thence N63.885°W a distance of 64.684 feet to a point 50.000 feet right of and opposite station 11231.077 on said construction centerline laid out for Dryden Road CL; thence N25.582°E a distance of 13.069 feet to a point 37.000 feet right of and opposite station 11232.704 on said construction centerline laid out for Dryden Road CL; thence northwesterly 70.83 feet along the arc of a curve (said curve having a radius of 213.00 feet and a chord distance of 70.51 feet on a bearing of N79.661°W) to the point 37.000 feet right of and opposite station 11149.565 on said construction centerline laid out for Dryden Road CL; thence N48.221°E a distance of 87.820 feet back to the point of beginning.

Containing 0.245 acres more or less.





Please return to:
Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

TEMPORARY DRIVEWAY EASEMENT

STATE OF GEORGIA
FULTON COUNTY

Tax Parcel # 21 550011760089

THIS EASEMENT granted this 22 day of ^{May}~~April~~ 2026 between **AT&T ENTERPRISES, LLC, SUCESSOR-IN-INTEREST TO AT&T CORP., SUCCESSOR BY MERGER TO AT&T RESOURCE MANAGEMENT CORPORATION**, as party of the first part, hereinafter referred to as Grantor, and **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WHEREAS THAT; Grantor, for and in consideration of the sum of one Dollar (\$1.00) in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee two (2) temporary driveway easements over, under, upon and across the following described property:

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177 and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference. The two (2) temporary driveway easements are further described on the plat attached hereto as Exhibit "A", Parcel #3 and made a part hereof by this reference.

The purpose of these easements is to allow the Grantee, or its agents, to construct a driveway within the driveway easement area as per Exhibit A, attached hereto, and for no other purpose. After any construction or operation within the easements by Grantee which affects the easements or Grantor's property or any part thereof, Grantee shall promptly restore the easements and/or the property to the same condition it was prior to such construction or operations.

These temporary driveway easements shall expire upon completion and final acceptance of the project by the City of Alpharetta.

(SIGNATURES ON FOLLOWING PAGE)

Temporary Driveway Easement
Tax Parcel No. 21 550011760089
Alph/Dryden Road, Parcel 03

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement, the day and year above written.

Sworn to and subscribed before me
this 28 day of May, 2026.

Witness

Cheryl Canada

Notary Public

My commission expires:

4/26/28



GRANTOR:

AT&T ENTERPRISES, LLC,
SUCESSOR-IN-INTEREST TO AT&T
CORP., SUCCESSOR BY MERGER TO
AT&T RESOURCE MANAGEMENT
CORPORATION,

Thomas Schmeltz
BY: Thomas Schmeltz
ITS: Lead, Real Estate

GRANTEE:
CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Grace Orehosky, Acting City Clerk

City Attorney

Temporary Driveway Easement
Tax Parcel No. 21 550011760089
Alph/Dryden Road, Parcel 03

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

TEMPORARY DRIVEWAY EASEMENT - 1

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.582 feet right of and opposite Station 10736.061 on the construction plans of City of Alpharetta Project Dryden Drive; running thence northeasterly 39.48 feet along the arc of a curve (said curve having a radius of 367.00 feet and a chord distance of 39.47 feet on a bearing of N82.857°E) to the point 28.241 feet right of and opposite station 10772.511 on said construction centerline laid out for Dryden Road CL; thence N79.775°E a distance of 9.570 feet to a point 28.020 feet right of and opposite station 10781.367 on said construction centerline laid out for Dryden Road CL; thence S5.914°E a distance of 15.828 feet to a point 43.817 feet right of and opposite station 10780.455 on said construction centerline laid out for Dryden Road CL; thence southeasterly 64.42 feet along the arc of a curve (said curve having a radius of 124.50 feet and a chord distance of 63.70 feet on a bearing of S8.909°W) to the point 104.711 feet right of and opposite station 10764.981 on said construction centerline laid out for Dryden Road CL; thence N70.875°W a distance of 49.263 feet to a point 85.314 feet right of and opposite station 10729.342 on said construction centerline laid out for Dryden Road CL; thence northeasterly 43.02 feet along the arc of a curve (said curve having a radius of 75.50 feet and a chord distance of 42.44 feet on a bearing of N10.411°E) to the point 43.817 feet right of and opposite station 10736.879 on said construction centerline laid out for Dryden Road CL; thence N5.914°W a distance of 14.263 feet back to the point of beginning.

Containing 0.077 acres (3,345.35 square feet) more or less.

LEGAL DESCRIPTION

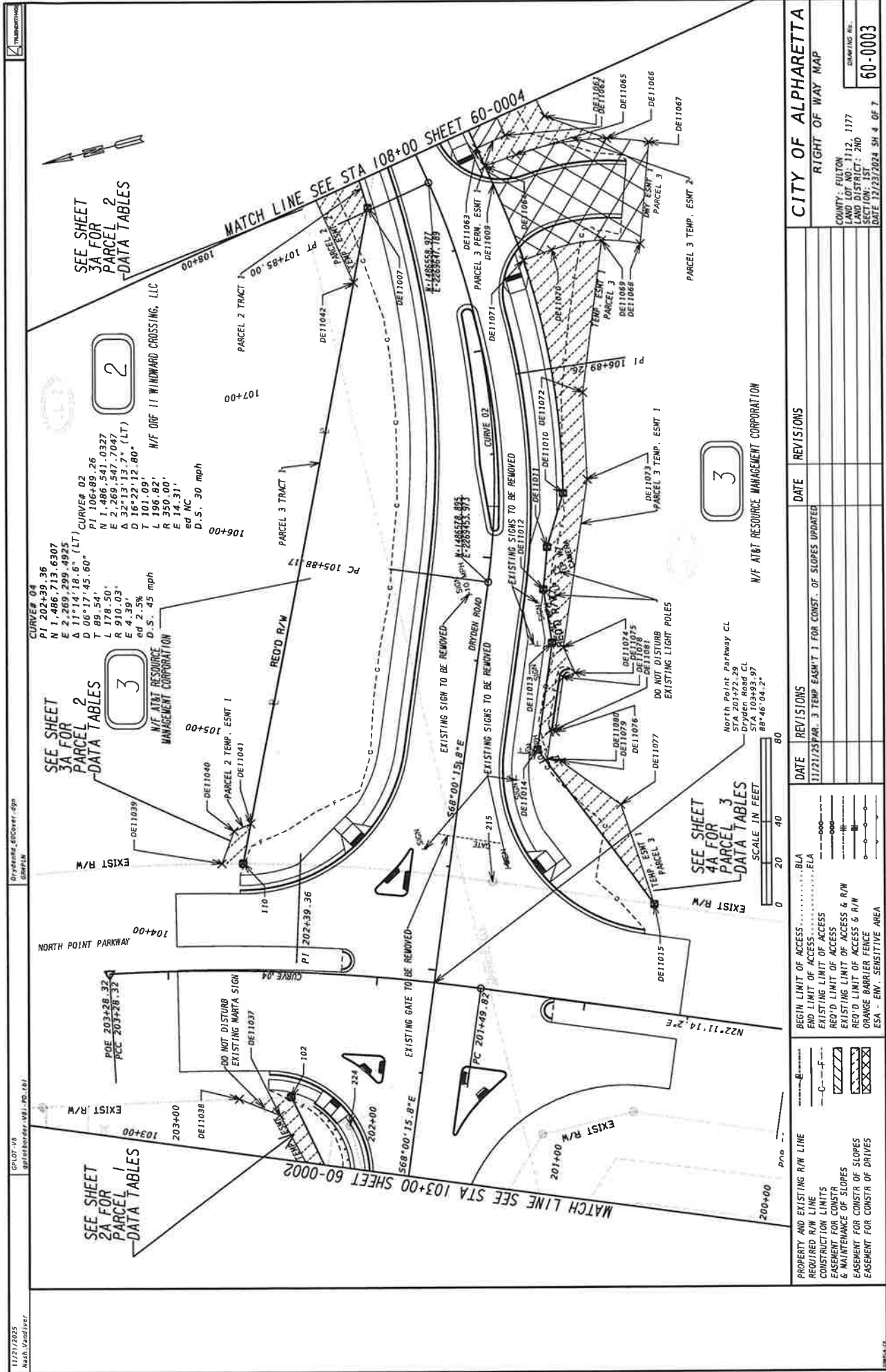
PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

TEMPORARY DRIVEWAY EASEMENT - 2

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

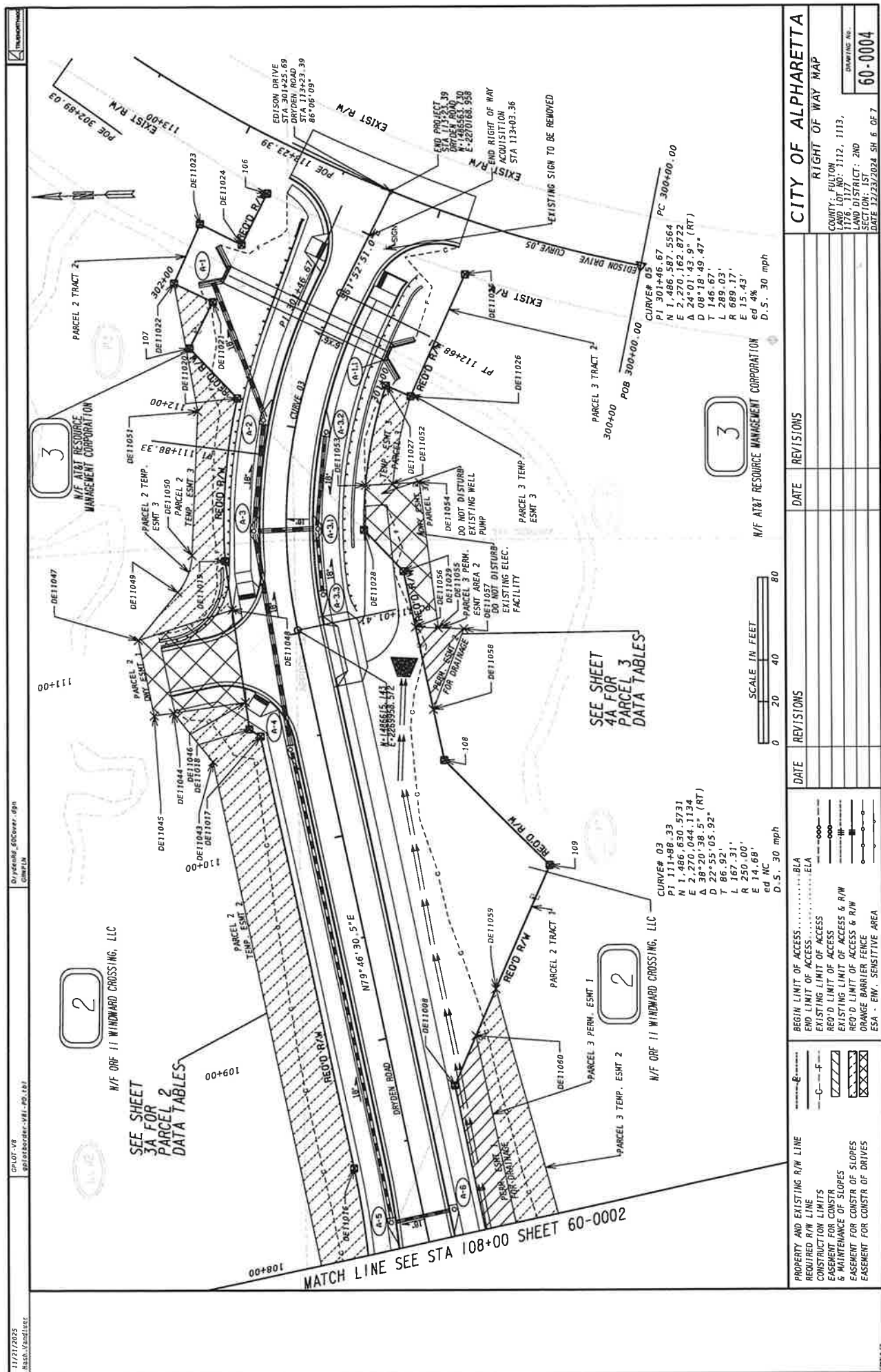
Beginning at a point 55.459 feet right of and opposite Station 11091.072 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N79.507°E a distance of 27.680 feet to a point 54.558 feet right of and opposite station 11123.624 on said construction centerline laid out for Dryden Road CL; thence N48.221°E a distance of 27.498 feet to a point 37.000 feet right of and opposite station 11149.565 on said construction centerline laid out for Dryden Road CL; thence southeasterly 21.59 feet along the arc of a curve (said curve having a radius of 213.00 feet and a chord distance of 21.58 feet on a bearing of S86.283°E) to the point 37.00 feet right of and opposite station 11174.909 on said construction centerline laid out for Dryden Road CL; thence S1.093°E a distance of 26.051 feet to a point 62.782 feet right of and opposite station 11179.578 on said construction centerline laid out for Dryden Road CL; thence S84.364°W a distance of 70.855 feet to a point 66.191 feet right of and opposite station 11088.370 on said construction centerline laid out for Dryden Road CL; thence N3.907°E a distance of 11.067 feet back to the point of beginning.

Containing 0.032 acres (1,385.38 square feet) more or less.



CITY OF ALPHARETTA		RIGHT OF WAY MAP	
COUNTY: FULTON		LAND LOT NO.: 1112, 1177	
SECTION: 2ND		DATE: 12/23/2024 SH 4 OF 7	
DRAWING NO.		60-0003	
DATE	REVISIONS	DATE	REVISIONS
11/21/25	PAR. 3 TEMP ESMT 1 FOR CONST. OF SLOPES UPDATED		

PROPERTY AND EXISTING R/W LINE	BLA
REQUIRED R/W LINE	ELA
CONSTRUCTION LIMITS	---
EASEMENT FOR CONST.	---
EASEMENT FOR MAINTENANCE OF SLOPES	---
EASEMENT FOR CONST. OF SLOPES	---
EASEMENT FOR CONST. OF DRIVES	---
BEGIN LIMIT OF ACCESS	---
END LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS	---
RED'D LIMIT OF ACCESS	---
RED'D LIMIT OF ACCESS & R/W	---
RED'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---



After recording, please return to:
Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

PERMANENT EASEMENT

GEORGIA, FULTON COUNTY

Tax Parcel #21 550011760089

THIS CONVEYANCE made and executed the 28 day of May 2026.

WHEREAS, the City of Alpharetta, a municipal corporation of the State of Georgia, desires to construct a road project known as the Dryden Road Extension Project.

NOW, THEREFORE, for value received, **AT&T ENTERPRISES, LLC, SUCESSOR-IN-INTEREST TO AT&T CORP., SUCCESSOR BY MERGER TO AT&T RESOURCE MANAGEMENT CORPORATION**, hereinafter referred to as "Grantor," does hereby grant to the **CITY OF ALPHARETTA, GEORGIA**, hereinafter "Grantee," the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as the City of Alpharetta, or its successors and assignees may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes, fills, wall, embankments and utilities within the easement area shown on the attached plat, dated December 23, 2024, last revised November 21, 2025, and marked as Exhibit "A."

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177 and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference. Said permanent easement is hereby conveyed, consisting of 0.042 acres, more or less, as shown on the plat of the property prepared by City of Alpharetta, dated December 23, 2024, revised on November 21, 2025, said plat attached hereto and made a part of this deed as Exhibit "A".

Grantor, in addition to the above, hereby expressly grants to the City of Alpharetta, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, signs or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

Permanent Easement
Tax Parcel No. 21 550011760089
Alph Dryden Road, Parcel 03

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

As the Lead, Real Estate of AT&T ENTERPRISES, LLC, SUCESSOR-IN-INTEREST TO AT&T CORP., SUCCESSOR BY MERGER TO AT&T RESOURCE MANAGEMENT CORPORATION, I hereby warrant that I have the authority to execute documents on behalf of Grantor sell and convey said land and bind Grantor, its successors, executors, assignees, and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, I have hereunto set my hand and seal the day above written.

Sworn to and subscribed before me
this 28 day of May, 2026.

Witness

Cheryl Canada

Notary Public

My commission expires:

4/26/28



GRANTOR:

AT&T ENTERPRISES, LLC, SUCESSOR-
IN-INTEREST TO AT&T CORP.,
SUCCESSOR BY MERGER TO AT&T
RESOURCE MANAGEMENT
CORPORATION,

BY: Thomas Schmetz
ITS: Lead, Real Estate

GRANTEE:

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Grace Orehosky, Acting City Clerk

City Attorney

Permanent Easement
Tax Parcel No. 21 550011760089
Alph Dryden Road, Parcel 03

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

**PERMANENT EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS, DRAINAGE,
AND EMBANKMENTS REQUIRED- 1**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 28.000 feet right of and opposite Station 10790.457 on the construction plans of City of Alpharetta Project Dryden Drive ; running thence N79.775°E a distance of 80.591 feet to a point 28.000 feet right of and opposite station 10871.049 on said construction centerline laid out for Dryden Road CL; thence S65.000°E a distance of 26.006 feet to a point 43.000 feet right of and opposite station 10892.293 on said construction centerline laid out for Dryden Road CL; thence S79.775°W a distance of 101.836 feet to a point 43.000 feet right of and opposite station 10790.457 on said construction centerline laid out for Dryden Road CL; thence N10.225°W a distance of 15.000 feet back to the point of beginning.

Containing 0.031 acres (1,368.20 square feet) more or less.

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

**PERMANENT EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS, DRAINAGE,
AND EMBANKMENTS REQUIRED- 2**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 55.649 feet right of and opposite Station 11050.547 on the construction plans of City of Alpharetta Project Dryden Drive ; running thence N79.507°E a distance of 40.526 feet to a point 55.459 feet right of and opposite station 11091.072 on said construction centerline laid out for Dryden Road CL; thence S3.907°W a distance of 23.506 feet to a point 78.254 feet right of and opposite station 11085.333 on said construction centerline laid out for Dryden Road CL; thence N67.208°W a distance of 41.486 feet back to the point of beginning.

Containing 0.011 acres (461.34 square feet) more or less.

PROJECT LOCATION

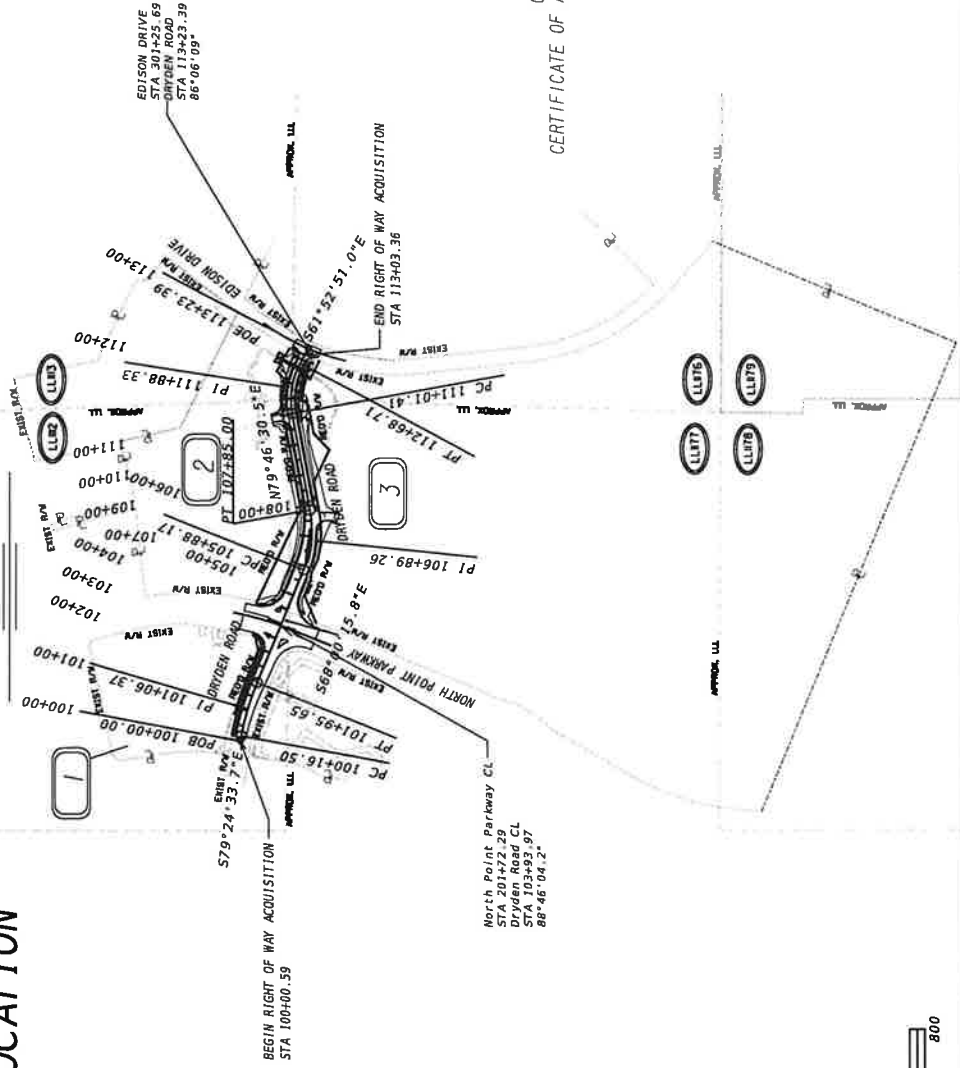


THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983/94 WEST ZONE, AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD83)
OF 1988.

FUNCTIONAL CLASS:
LOCAL STREET

LENGTH OF RIGHT OF WAY PROJECT		COUNTY NO.
		121
		MILES
NET LENGTH OF RIGHT OF WAY	0.2468	
NET LENGTH OF BRIDGES	N/A	
NET LENGTH OF TUNNELS	0.0000	
GROSS LENGTH OF RIGHT OF WAY	0.2468	

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY
AND CONGRESSIONAL DISTRICT 026.



APPROVED:

DATE _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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BI AND COMPLETED DATE: 12/23/2024

REVISIONS:

1

SCALE IN FEET

80	400	200
80	400	200

FULTON COUNTY

Abstract

60-0001

Page 121 of 269

After recording, please return to:

Priya M. Patel, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel No. 21 550011760089

**STATE OF GEORGIA
COUNTY OF FULTON**

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this 28 day of May, 2026, between A AT&T ENTERPRISES, LLC, SUCESSOR-IN-INTEREST TO AT&T CORP., SUCCESSOR BY MERGER TO AT&T RESOURCE MANAGEMENT CORPORATION, (hereinafter referred to as "Grantor"), and CITY OF ALPHARETTA, GEORGIA, a municipal corporation of the State of Georgia, hereinafter called "Grantee." Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors, and assigns.

WITNESSETH, that Grantor, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grants unto the Grantee a temporary easement over, under, upon, and across the following described property:

TO-WIT: 0.172 acres of Temporary Construction Easement located in in Land Lots 1112, 1113, 1177 and 1178 of the 2nd District 1st Section of Fulton County, Georgia, identified as Parcel #03, as depicted in the right-of-way plans dated December 23, 2024, revised on November 21, 2025, prepared by City of Alpharetta, a copy of which is attached hereto marked "Exhibit "A" and further described in the Legal Description attached hereto marked Exhibit "A".

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, drainage and embankments as necessary, in order to support improvements on roadway, as per Exhibit A attached, and for no other purpose. After any construction or operation within the easement by Grantee which affects the easement or Grantor's property or any part thereof, Grantee shall promptly restore the easement and/or the property to the same condition it was prior to such construction or operations.

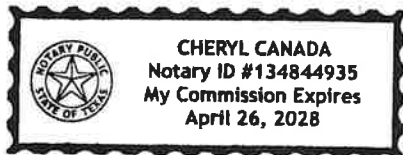
NOTE: The Temporary Construction Easement granted hereunder shall expire upon completion of the project and acceptance thereof by Grantee, whichever shall first occur.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement the day and year above written.

Sworn to and subscribed before me
this 28 day of May, 2026.

Witness
Cheryl Canada
Notary Public

My commission expires: 4/26/28



GRANTOR:

AT&T ENTERPRISES, LLC, SUCESSOR-IN-
INTEREST TO AT&T CORP., SUCCESSOR
BY MERGER TO AT&T RESOURCE
MANAGEMENT CORPORATION,

Thomas Schmelz
BY: Thomas Schmelz
ITS: Lead, Real Estate

GRANTEE:

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Grace Orehosky, Acting City Clerk

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS,
DRAINAGE, AND EMBANKMENTS REQUIRED- 1**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 99.17 feet left of and opposite Station 10445.08 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N67°29'34.48"E a distance of 92.97 feet to a point 34.00 feet right of and opposite station 105+11.39 on said construction centerline laid out for Dryden Road CL; thence S68°00'15.77"E a distance of 51.82 feet to a point 34.00 feet right of and opposite station 105+63.21 on said construction centerline laid out for Dryden Road CL; thence S84°48'51.96"E a distance of 26.08 feet to a point 26.46 feet right of and opposite station 105+88.17 on said construction centerline laid out for Dryden Road CL; thence southeasterly 20.53 feet along the arc of a curve (said curve having a radius of 360.00 feet and a chord distance of 20.53 feet on a bearing of S70°31'16.78"E) to the point 26.12 feet right of and opposite station 106+07.27 on said construction centerline laid out for Dryden Road CL; thence S59°16'06.51"E a distance of 27.11 feet to a point 32.61 feet right of and opposite station 106+31.56 on said construction centerline laid out for Dryden Road CL; thence southeasterly 113.86 feet along the arc of a curve (said curve having a radius of 367.00 feet and a chord distance of 113.40 feet on a bearing of S85°10'21.81"E) to the point 29.58 feet right of and opposite station 107+36.06 on said construction centerline laid out for Dryden Road CL; thence S05°54'51.57"E a distance of 14.26 feet to a point 43.82 feet right of and opposite station 107+36.88 on said construction centerline laid out for Dryden Road CL; thence southeasterly 24.36 feet along the arc of a curve (said curve having a radius of 75.50 feet and a chord distance of 24.26 feet on a bearing of S03°19'49.74"W) to the point 67.96 feet right of and opposite station 107+34.87 on said construction centerline laid out for Dryden Road CL; thence N68°39'06.19"W a distance of 73.70 feet to a point 44.58 feet right of and opposite station 106+74.56 on said construction centerline laid out for Dryden Road CL; thence N78°28'11.35"W a distance of 41.58 feet to a point 44.10 feet right of and opposite station 106+37.64 on said construction centerline laid out for Dryden Road CL; thence N67°38'52.73"W a distance of 81.99 feet to a point 39.66 feet right of and opposite station 105+61.69 on said construction centerline laid out for Dryden Road CL; thence S79°54'16.12"W a distance of 13.49 feet to a point 46.83 feet right of and opposite station 105+50.27 on said construction centerline laid out

for Dryden Road CL; thence N05°10'32.79"W a distance of 6.07 feet to a point 41.43 feet right of and opposite station 105+47.50 on said construction centerline laid out for Dryden Road CL; thence N67°37'32.58"W a distance of 26.50 feet to a point 41.25 feet right of and opposite station 105+20.99 on said construction centerline laid out for Dryden Road CL; thence N23°09'04.86"E a distance of 2.03 feet to a point 39.23 feet right of and opposite station 105+21.03 on said construction centerline laid out for Dryden Road CL; thence N68°11'12.68"W a distance of 13.46 feet to a point 39.27 feet right of and opposite station 105+07.57 on said construction centerline laid out for Dryden Road CL; thence S22°19'59.97"W a distance of 6.02 feet to a point 45.28 feet right of and opposite station 105+07.53 on said construction centerline laid out for Dryden Road CL; thence S50°26'27.45"W a distance of 35.79 feet to a point 76.75 feet right of and opposite station 104+90.49 on said construction centerline laid out for Dryden Road CL; thence S85°43'30.86"W a distance of 50.64 feet back to the point of beginning.

Containing 0.10 acres (4,308.06 square feet) more or less.

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS, DRAINAGE, AND EMBANKMENTS REQUIRED- 2

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 28.020 feet right of and opposite Station 10781.367 on the construction plans of City of Alpharetta Project Dryden Drive; running thence N79.775°E a distance of 9.381 feet to a point 28.000 feet right of and opposite station 10790.457 on said construction centerline laid out for Dryden Road CL; thence S10.225°E a distance of 15.000 feet to a point 43.000 feet right of and opposite station 10790.457 on said construction centerline laid out for Dryden Road CL; thence N79.775°E a distance of 101.836 feet to a point 43.00 feet right of and opposite station 10892.293 on said construction centerline laid out for Dryden Road CL; thence S65.000°E a distance of 24.459 feet to a point 57.107 feet right of and opposite station 10912.274 on said construction centerline laid out for Dryden Road CL; thence S76.539°W a distance of 121.376 feet to a point 63.959 feet right of and opposite station 10791.091 on said construction centerline laid out for Dryden Road CL; thence S34.578°W a distance of 31.452 feet to a point 86.571 feet right of and opposite station 10772.112 on said construction centerline laid out for Dryden Road CL; thence northeasterly 44.11 feet along the arc of a curve (said curve having a radius of 124.50 feet and a chord distance of 43.88 feet on a bearing of N4.236°E) to the point 43.817 feet right of and opposite station 10780.455 on said construction centerline laid out for Dryden Road CL; thence N5.914°W a distance of 15.828 feet back to the point of beginning.

Containing 0.058 acres (2,546.29 square feet) more or less.

LEGAL DESCRIPTION

PROJECT: Dryden Drive
PARCEL NO.: 3
DATE OF R/W PLANS: 12/23/24
REVISION DATE: 11/21/25

**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES, FILLS,
DRAINAGE, AND EMBANKMENTS REQUIRED- 3**

All that tract or parcel of land lying and being in Land Lots 1112, 1113, 1177, and 1178 of the 2nd District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 37.000 feet right of and opposite Station 11174.909 on the construction plans of City of Alpharetta Project Dryden Drive; running thence southeasterly 49.24 feet along the arc of a curve (said curve having a radius of 213.00 feet and a chord distance of 49.13 feet on a bearing of S76.756°E) to the point 37.000 feet right of and opposite station 11232.704 on said construction centerline laid out for Dryden Road CL; thence S25.582°W a distance of 13.069 feet to a point 50.000 feet right of and opposite station 11231.077 on said construction centerline laid out for Dryden Road CL; thence northwesterly 43.17 feet along the arc of a curve (said curve having a radius of 200.00 feet and a chord distance of 43.09 feet on a bearing of N76.690°W) to the point 50.000 feet right of and opposite station 11177.111 on said construction centerline laid out for Dryden Road CL; thence N1.093°W a distance of 13.127 feet back to the point of beginning.

Containing 0.014 acres (600.70 square feet) more or less.

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS
*RIGHT OF WAY OF PROPOSED
DRYDEN ROAD
EXTENSION
FULTON COUNTY*



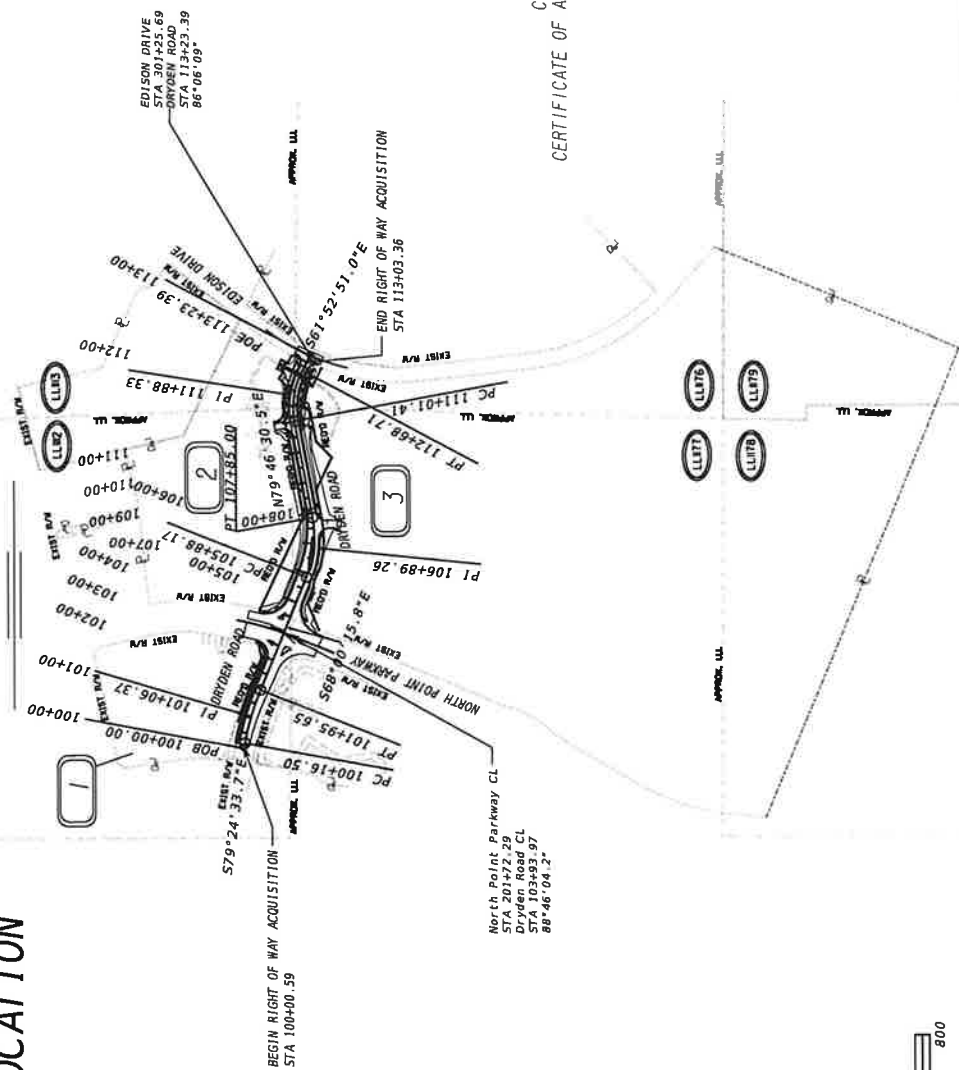
LOCATION SKETCH

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (HAD
1983)/94 WEST ZONE, AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)

FUNCTIONAL CLASS:
LOCAL STREET

COUNTY NO.	121
	MILES
LENGTH OF RIGHT OF WAY PROJECT	
NET LENGTH OF RIGHT OF WAY	0.2468
NET LENGTH OF BRIDGES	N/A
NET LENGTH OF EXCEPTIONS	N/A
GROSS LENGTH OF RIGHT OF WAY	0.2468

THIS PROJECT IS LOCATED 100% IN FULTON COUNTY
AND CONGRESSIONAL DISTRICT 006.



A vertical scale bar labeled "SCALE IN FEET" is positioned on the right side of the map. The scale has markings at 0, 200, 400, and 800 feet.

FULTON COUNTY

60-0001

PLANS PREPARED BY
KCI
KERRIE BOYETTE
PE No. 029553

KCI TECHNOLOGIES, INC.
2160 Satellite Blvd #130
DULUTH, GA 30097

APPENDIX C

DATE

LOCATION AND DESIGN APPROVAL DATE:

PLANS COMPLETED DATE: 12/23/2024

REVISIONS:

DRAWING NO.

[illegible]



STAFF REPORT

Department: Legal
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Final Order & Judgment: Cumming Street, Parcel 1

Consideration and approval of a Final Consent Order and Judgment in the total amount of \$23,625.00 for Fulton County Tax Parcel No. 22 498212540439 in connection with Cumming Street, Parcel 1 (Property Owner: Jill Bernard) for Civil Action No.: 25-CV-011859.

STAFF RECOMMENDATION:

Approve the Final Consent Order and Judgment regarding Civil Action File No. 25CV011859 in the amount of \$23,625.00 in connection with Parcel 1 of the Cumming Street Project (Property Owner: Jill Bernard).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Consent Order and Final Judgment for this parcel (which is part of the Cumming Street Project) has been agreed to by the Parties and is attached to this item. A vote ratifying these settlements will need to be taken in order to conclude this condemnation action. Once payment has been made and the funds have been distributed, this matter will be concluded and the file will be closed.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. Final Consent Order and Judgment Draft

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CITY OF ALPHARETTA, GEORGIA,	)	
	)	
Condemnor,	)	CIVIL ACTION
	)	
v.	)	FILE NO. 25CV011859
	)	
JILL BERNARD; MORTGAGE	)	
ELECTRONIC REGISTRATION	)	
SYSTEMS, INC., AS NOMINEE	)	
FOR NEWREZ LLC; FIGURE	)	
LENDING LLC; 686.30 square feet	)	
of fee simple right of way; and	)	
1,593.86 square feet of 18-month	)	
temporary construction easement;	)	
	)	
Condemnees.	)	

FINAL CONSENT ORDER AND JUDGMENT

WHEREAS, on August 26, 2025, Condemnor filed in this Court its Petition and Declaration of Taking in the above-styled case condemning the property therein described, consisting of 686.30 square feet of fee simple right of way and 1,593.86 square feet of 18-month temporary construction easement. The sum of Eighteen Thousand Nine Hundred Dollars and no/100 (\$18,900.00) was paid into the registry of this Court by the Condemnor as just and adequate compensation for the taking of the interest of the Condemnees in the property which is the subject of this action; and

WHEREAS, all parties required by law to be served have been served as set forth below; and

WHEREAS, a copy of the Petition and Declaration of Taking was posted on the bulletin board of the courthouse and the Clerk's Citation was duly published in the official newspaper of Fulton County as required by law; and

WHEREAS, Condemnee Jill Bernard was served September 4, 2025, and a Petition for Review for Jill Bernard was filed September 10, 2025;

WHEREAS, Condemnee Mortgage Electronic Registration Systems, Inc., as nominee for Newrez LLC was served September 19, 2025, and filed no answer, petition for review, notice of appeal or other responsive pleading; and

WHEREAS, Condemnee Figure Lending LLC was served September 19, 2025, and filed no answer, petition for review, notice of appeal or other responsive pleading; and

WHEREAS, Condemnee Fulton County Tax Commissioner was served September 22, 2025, an Answer of Condemnee Fulton County Tax Commissioner was filed October 17, 2025, and a Consent Order Dismissing Fulton County Tax Commissioner Arthur E. Ferdinand as Party was entered on March 3, 2026; and

WHEREAS, Condemnor and Condemnee Jill Bernard have reached a full and final settlement of the within action, including a final determination and resolution of all issues which could have been raised in the case; and

WHEREAS, Condemnor and Condemnee Jill Bernard are in agreement that the total amount of Twenty-Three Thousand Six Hundred Twenty-Five Dollars and no/100 (\$23,625.00), inclusive of the original amount deposited in the Court's registry, is just and adequate compensation to all Condemnees for all property and rights taken in this action including but not limited to fair market value, consequential damages and any and all claims for damages; and

WHEREAS, the undersigned parties have agreed that any and all interest accrued on the monies deposited into the registry of the Court in connection with the filing of this case by the Condemnor shall be the property of and distributed instanter to Condemnee Jill Bernard; and

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1) That Condemnor is hereby directed and ordered to pay to the Clerk of the Superior Court of Fulton County the additional sum of \$4,725.00. Said additional sum, together with the funds originally paid into the registry of the Court in the amount of \$18,900.00, constitutes total just and adequate compensation due Condemnees for the taking of the interest of said Condemnees in the property which is the subject of this action; and

2) That upon deposit of such sums into the registry of the Court, and the filing of a Uniform Superior Court Rule 23 Certificate by counsel for Condemnee Jill Bernard, the Clerk of the Court is ordered and directed to distribute the \$23,625.00 on deposit in the registry of the court, along with any interest accrued thereon, to Condemnee Jill Bernard, c/o Joshua A. Scoggins, Underwood Scoggins, LLC, 202 Tribble Gap Road, Suite 200, Cumming, GA 30040, as counsel for Condemnee Jill Bernard, by check payable to Underwood Scoggins, LLC IOLTA and mail such check to Underwood Scoggins, LLC, c/o Joshua A. Scoggins, Esq., 202 Tribble Gap Road, Suite 200, Cumming, GA 30040; and

3) That upon disbursement of the funds in the registry of the Court to Condemnee Jill Bernard, the Clerk of this Court is hereby directed to mark the judgment satisfied and move this case to the closed docket, said sum representing total just and adequate compensation due all Condemnees for all property and rights acquired from the Condemnees; and

4) That all issues in the case that were or could have been raised, including those of consequential damages, just and adequate compensation, and all other damages, including loss of business, are concluded, and all Condemnees shall have no further claim against Condemnor with respect to this action; and

5) That all appeals previously filed in this action, if any, be and are hereby ordered dismissed with all costs of this action taxed against the Condemnor; and

6) That provision is made in this Order for the payment of all city, county and state ad valorem taxes or assessments of record; and

7) That with regard to the issue of the disbursement of said funds, the Condemnor having already paid adequate compensation for the property interests taken by the condemnation into the registry of the Court, the Condemnor is not thereafter concerned with the distribution of the award. State Highway Department v. Taylor, 216 Ga. 90 (1960).

This _____ day of _____, 2026.

Honorable Scott F. McAfee
Judge, Fulton Superior Court

[Counsel signatures continued on Page 5]

City of Alpharetta, Georgia v. Jill Bernard, et al.
Civil Action File No. 25CV011859
Final Consent Order and Judgment
Page 4

Final Consent Order and Judgment
prepared and presented by:

/s/ Karen G. Thomas

Karen G. Thomas
Georgia Bar No. 295330
karen.thomas@carmitch.com
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, GA 30518
(770) 932-3552
Attorney for Condemnor

/s/ Krystal L. Lopez *

Joshua A. Scoggins
Georgia Bar No. 037996
jscoggins@underwoodscoggins.com
Krystle L. Lopez
Georgia Bar No. 757560
kroberts@underwoodscoggins.com
Underwood Scoggins, LLC
202 Tribble Gap Road, Suite 200
Cumming, GA 30040
(470) 995-1776
Attorneys for Condemnee Jill Bernard

*Electronically signed with express permission



STAFF REPORT

Department: City Clerk
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Ordinance: Alcoholic Beverages Text Amendments

FIRST READING

Consideration of an ordinance to amend Chapter 4, titled "Alcoholic Beverages," of the Code of the City of Alpharetta, Georgia. The proposed modifications will amend provisions related to alcohol service and consumption at publicly-owned facilities; to provide for severability; to provide for an effective date; and for other purposes.

STAFF RECOMMENDATION:

Adopt this ordinance amendment to allow the service and consumption of alcohol at the Arts Center in order to expand its capacity to host receptions, fundraisers, exhibitions, and community events.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

At the City Council's direction, staff has undertaken a comprehensive update of Chapter 4 of the Code of the City of Alpharetta, referred to as the Alcoholic Beverage Ordinance. As part of these amendments, Section 4-257 was amended to include the Arts Center in the list of City-owned public facilities eligible for alcohol service and consumption under a Public Facilities Permit. This section is coming forward ahead of the remainder of the Chapter 4 amendments due to scheduled and anticipated events at the Arts Center. The additional changes in the section are to clarify the usage and eligibility of other select City-owned public facilities.

Under the ordinance, select City-owned public facilities—including event spaces, community centers, and parks—may host events where alcohol is served, provided applicants obtain a Public Facilities Permit and meet all requirements related to licensing, service, safety, and oversight.

While the Arts Center has functioned as a cultural and community-use venue, it was previously not fully included among locations permitted for alcohol service and consumption. Adding this facility aligns the ordinance with actual use needs, supports arts programming, and provides consistency across City-owned event locations.

The proposed amendment would:

- Add the Arts Center to the list of eligible public facilities authorized for alcoholic beverage service and consumption under a Public Facilities Permit.

- Allow alcohol service and consumption at events hosted at the Arts Center under the same regulatory framework governing other City-owned venues.
- Require all applicants to comply with existing application, licensing, and operational requirements applicable to public facility events (e.g., use of licensed caterers, adherence to permit boundaries, compliance with age and service restrictions).

ALTERNATIVES:

Do not adopt the ordinance amendment to allow the service and consumption of alcohol at the Arts Center, and do not expand its capacity to host receptions, fundraisers, exhibitions, and community events.

ATTACHMENTS:

1. 2026-07-13 Draft RE Sec. 257 Alcohol Ordinance Amendments



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, REFERRED TO AS THE ALCOHOL ORDINANCE; TO PROVIDE FOR EFFECTIVE DATES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City of Alpharetta, Georgia, the Mayor and City Council desires to amend, Chapter 4 of the Code of the City of Alpharetta, Georgia, referred to as the Alcohol Ordinance; and

WHEREAS, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law;

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

Section 1. Section 4-257 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

Sec. 4-257. - Exception for publicly-owned facilities.

- (a) Notwithstanding any other provision of this chapter to the contrary, a limited exception to [sections 4-6](#) and [4-47](#), shall exist for that person or entity possessing a public facilities permit, as hereinafter defined.
- (b) For all purposes of this section, the term "public facilities" means:
 - (1) A historic structure owned by the city and operated ~~as a welcome center~~ by a local historical society or similar nonprofit organization; or
 - (2) Property and/or facilities owned by the city and operated by the city as an equestrian center;
 - (3) **Property owned by the city and operated as an arts center.**

- (c) Any person or entity desiring to engage in activities permitted by this section shall make and file a written application to the director of community development for the appropriate public facilities permit on forms prescribed by the city. For each proposed event, the applicant shall pay a license fee and any investigative and administrative fees in accordance with the fee schedule as established by resolution of the city council, from time to time, and kept on file in the office of the city clerk. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee, without interest, shall be refunded. The application shall include, but shall not be limited to: the name and address of the applicant, the date, address and times of the proposed event and the location of the public facility. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.
- (d) If such public facilities permit is granted by the director of community development, it shall be good only for the specified event at the specified address and times set forth in the application, not to exceed five days for an equestrian center and one day for all other facilities authorized under this section ~~a welcome center~~.
- (e) A public facilities permit for an equestrian center shall only permit the permit holder to serve (not sell) alcoholic beverages in a hospitality tent or similar structure previously approved by the director of community development, and the alcoholic beverages may only be consumed on the premises of such hospitality tent or similar structure.
- (f) Except for equestrian centers, ~~a~~ A public facilities permit ~~for a welcome center~~ shall only permit the holder to serve (not sell) alcoholic beverages within the premises ~~of the welcome center~~, and the alcoholic beverages may only be consumed on the premises ~~of the welcome center~~.
- (g) A public facilities permit shall only be issued to a caterer licensed under the provisions of this chapter, or to an individual who meets the character requirements of this chapter; provided, however, that no more than two permits per calendar year shall be issued to an individual who is not a licensed caterer.
- (h) The director of community development shall have authority to prescribe forms for applications. Failure to furnish any requested data shall automatically serve to dismiss the application with prejudice.
- (i) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a public facilities permit shall be cause for the denial or revocation thereof.
- (j) Except as set forth above in this section, a public facilities permit holder must comply with all of the provisions set forth in this chapter.

Section 26. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 27. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 28. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____ 2026.

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:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____



STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: July 13, 2026

AGENDA ITEM:

Intergovernmental Agreement: TSPLOST III Agreement between the City of Alpharetta and Fulton County
Consideration and approval of an Intergovernmental Agreement with Fulton County for TSPLOST III, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Intergovernmental Agreement with Fulton County for TSPLOST III, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

TSPLOST is three quarters of a cent added to the County's sales tax dedicated for transportation projects. We are currently in TSPLOST II, and it expires March 31, 2027. TSPLOST III would then start on April 1, 2027, if approved in a referendum later this year in November. On June 1, 2026, Mayor and Council approved a TSPLOST III Project List and the list was sent to Fulton County. For reference, the TSPLOST III Project List for Alpharetta is below:

Tier I (\$60.8M):

- Maintenance (citywide) - \$30.8M
- Academy Street Improvements (Presbyterian Church to FS 81) - \$6.0M
- Brookside Corridor- \$4.0M
- Clubhouse at Douglas Intersection Improvement - \$0.75M
- Hembree Road Corridor - \$7M
- Mansell Improvements (GA 400 to Old Roswell Road) - \$3.25M
- Mayfield Road Improvements - \$5.0M
- Northwinds Alpha Loop - \$3.5M
- Windward Sidewalk (Union Hill Road to McGinnis Ferry) - \$4M

Tier II (\$10.7M)

- Charlotte Mini-Roundabout - \$0.5M
- Haynes Bridge at Mansell Improvements - \$2.5M
- Kimball Bridge Road Widening (Northwinds Parkway to Westside Parkway) - \$5.0M
- Milton Ave Sidewalk - \$2.7M

Tier III (\$10.7M)

- Canton St Sidewalk (Mayfield to Vaughan) - \$9.5M
- Debt Payment - \$1.2M

The next step in the process is for all the Cities to approve the attached IGA. The IGA outlines the anticipated revenue to be received by each City based on the population of each city based on the 2024 census data. The TSPLOST III referendum will take place on November 3, 2026 and in order for the County to have the measure on the ballot, the County must sign a resolution and call for a referendum no later than August 5, 2026.

Between August and the vote in November, cities will be responsible for handling their own educational outreach to their citizens. Public Works is in the process of preparing illustrations of a handful of the proposed projects as well as prepared to discuss the vast array of maintenance items across the City.

ALTERNATIVES:

ATTACHMENTS:

1. 2026 TSPLOST III IGA
2. TSPLOSTIII Final Exhibit

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2026 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA” or “Agreement”) is made and entered into this _____ day of August, 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as “**Fulton County**” or “**County**”); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; the **CITY OF SOUTH FULTON**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the “**Cities**”).

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as “**Cities**”) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax (“**TSPLOST**” or “**Tax**”) to begin on April 1, 2027 and to conclude on March 31, 2032; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2024 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County, containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2027 through March 31, 2032 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the fourteen Cities located wholly or partially within Fulton County and outside the city limits of the City of Atlanta have certified they are qualified municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of those needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2027 and continue to, through and including March 31, 2032.

2.

Pursuant to O.C.G.A. § 48-8-269.13, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2027 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program (County oversight). Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2027 and ending March 31, 2032, shall be distributed by the State to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	10.97%
City of Chattahoochee Hills	0.56%
City of College Park	2.28%
City of East Point	6.24%
City of Fairburn	2.81%
City of Hapeville	1.09%
City of Johns Creek	13.24%
City of Milton	6.77%
City of Mountain Park	0.09%
City of Palmetto	0.85%
City of Roswell	15.04%
City of Sandy Springs	17.20%
City of South Fulton	18.26%
City of Union City	4.60%

Total 100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Seven Hundred Sixty-Two Million Three Hundred Ninety-Three Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$762,393,688.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five-year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to one hundred percent (100%) of the net proceeds distributed by the State.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities

on an aggregate basis receive the full one hundred (100%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this Agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(4) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto is incorporated herein by this reference and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 3, 2026 Referendum shall continue for a period of five years from April 1, 2027 until March 31, 2032, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.10.

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received

under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects as outlined in Exhibit A.

9.

Net proceeds over and above the amount estimated in Section 3(A) of this agreement, if any, that are collected during the quarter during which the amount estimated in Section 3(A) is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2026 TSPLOST Program on the Transportation Projects as outlined in Exhibit A.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the TSPLOST are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 3, 2026 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the TSPLOST Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.21, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 3, 2026 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 15 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in Section 2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from this TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:
Mayor Jim Gilvin
City of Alpharetta
2 Park Place
Alpharetta, GA 30009
- b. If to the City of Chattahoochee Hills:
Mayor Camille Lowe
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268
- c. If to the City of College Park:
Mayor Bianca Motley Broom
City of College Park
3667 Main St.
College Park, GA 30337
- d. If to the City of East Point:
Mayor Keisha Chapman
City of East Point
2757 East Point St.
East Point, GA 30344
- e. If to the City of Fairburn:
Mayor Hattie Portis-Jones
City of Fairburn
56 Malone St.
Fairburn, GA 30213
- f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354
- g. If to the City of Johns Creek:
Mayor John Bradberry
11360 Lakefield Drive
Johns Creek, GA 30097

- h. If to the City of Milton:
Mayor Peyton Jamison
City of Milton
2006 Heritage Walk
Milton, GA 30004
- i. If to the City of Mountain Park:
Mayor Bill Kolbrener
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075
- j. If to the City of Palmetto:
Mayor Teresa Thomas-Smith
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268
- k. If to the City of Roswell:
Mayor Mary Robichaux
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075
- l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
- m. If to the City of South Fulton:
Mayor Carmalitha Gumbs
City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
- n. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329

- o. If to Fulton County:
Chairman, Robert Pitts
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on _____, 2026. If the November 3, 2026 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 3, 2026.

22.

Should the November 3, 2026 Referendum be approved by the majority of voters of Fulton County, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2026 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

[SIGNATURES CONTINUE OF FOLLOWING PAGES]

APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:

County Attorney

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:

City Attorney

By: _____
Mayor Jim Gilvin

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA:

City Attorney

By: _____
Mayor Camille Lowe

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF COLLEGE PARK, GEORGIA:

City Attorney

By: _____
Mayor Bianca Motley Broom

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF EAST POINT, GEORGIA:

City Attorney

By: _____
Mayor Keisha Chapman

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

City Attorney

By: _____
Mayor Hattie Portis-Jones

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF HAPEVILLE, GEORGIA:

City Attorney

By: _____
Mayor Alan Hallman

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF JOHNS CREEK, GEORGIA:

City Attorney

By: _____
Mayor John Bradberry

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF MILTON, GEORGIA:

City Attorney

By: _____
Mayor Peyton Jamison

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF MOUNTAIN PARK,
GEORGIA:

City Attorney

By: _____
Mayor Bill Kolbrener

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF PALMETTO, GEORGIA:

City Attorney

By: _____
Mayor Teresa Thomas-Smith

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF ROSWELL, GEORGIA:

City Attorney

By: _____
Mayor Mary Robichaux

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:

City Attorney

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF SOUTH FULTON, GEORGIA:

City Attorney

By: _____
Mayor Carmalitha Gumbs

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF UNION CITY, GEORGIA:

City Attorney

By: _____
Mayor Vince Williams

ATTEST:

City Clerk

EXHIBIT A

Following are the lists of Projects and Purposes (“Transportation Projects and Purposes”) for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115% of forecast (rounded to a grand total of \$762.4 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2024 CENSUS ESTIMATE)

Jurisdiction	2024 Total Population (Outside Atlanta)	2024 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast)	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	67,275	10.97%	\$60,888,767	\$71,633,843	\$82,378,920
CHATAHOOCHEE HILLS	3,451	0.56%	\$3,123,406	\$3,674,595	\$4,225,784
COLLEGE PARK	13,953	2.28%	\$12,628,480	\$14,857,035	\$17,085,590
EAST POINT	38,270	6.24%	\$34,637,133	\$40,749,568	\$46,862,003
FAIRBURN	17,237	2.81%	\$15,600,738	\$18,353,810	\$21,106,881
HAPEVILLE	6,712	1.09%	\$6,074,848	\$7,146,880	\$8,218,912
JOHNS CREEK	81,167	13.24%	\$73,462,037	\$86,425,926	\$99,389,815
MILTON	41,490	6.77%	\$37,551,467	\$44,178,196	\$50,804,926
MOUNTAIN PARK	574	0.09%	\$519,512	\$611,190	\$702,869
PALMETTO	5,213	0.85%	\$4,718,144	\$5,550,758	\$6,383,371
ROSWELL	92,227	15.04%	\$83,472,141	\$98,202,519	\$112,932,897
SANDY SPRINGS	105,505	17.20%	\$95,489,697	\$112,340,820	\$129,191,942
SOUTH FULTON	112,003	18.26%	\$101,370,859	\$119,259,834	\$137,148,809
UNION CITY	28,195	4.60%	\$25,518,525	\$30,021,794	\$34,525,063
City Distribution Total	613,272	100.00%	\$555,055,753	\$653,006,768	\$750,957,783
Dept of Revenue Fee (1%)			\$5,635,084	\$6,629,510	\$7,623,937
Fulton County Program Mgmt (0.05%)			\$2,817,542	\$3,314,755	\$3,811,968
Total TSPLOST Collection			\$563,508,379	\$662,921,034	\$762,393,688

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$30,888,767
Maintenance (citywide)	
Operations & Safety	\$4,000,000
Clubhouse at Douglas Intersection Improvement	
Mansell Improvements (GA 400 to Old Roswell Road)	
Congestion Relief & Roadway Projects	\$3,500,000
Hembree Road Corridor Improvements (Wills Road to Morrison Parkway)	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$22,500,000
Academy Street Sidewalk Improvements (North Side Presbyterian Church to FS 81)	
Brookside Corridor Enhancements	
Kimball Bridge Road Sidewalk (North Side Northwinds Pkwy to Westside Pkwy)	
Northwinds Alpha Loop	
Windward Sidewalk	
TIER 1 TOTAL PURPOSE COSTS	\$60,888,767
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Operations & Safety	\$3,000,000
Charlotte Mini-Roundabout	
Haynes Bridge at Mansell Improvements	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$7,745,076
Alpha Loop: Various Sections and Intersection Crossings	
Milton Ave Sidewalk	
TIER 2 TOTAL PURPOSE COSTS	\$10,745,076
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$9,545,077
Canton St Sidewalk (Mayfield to Vaughan)	
Quick Response	\$1,200,000
Debt Payment	
TIER 3 TOTAL PURPOSE COSTS	\$10,745,077
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	\$82,378,920

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$2,904,768
Quick Response	\$62,468
Project Management	\$156,170
TIER 1 TOTAL PURPOSE COSTS	\$3,123,406
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$512,606
Quick Response	\$11,024
Project Management	\$27,559
TIER 2 TOTAL PURPOSE COSTS	\$551,189
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$512,606
Quick Response	\$11,024
Project Management	\$27,559
TIER 3 TOTAL PURPOSE COSTS	\$551,189
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	\$4,225,784

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$11,791,440
Citywide Resurfacing Projects	
Operations & Safety	\$837,040
TIER 1 TOTAL PURPOSE COSTS	<u>\$12,628,480</u>
COLLEGE PARK TIER 2 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,228,255
TIER 2 TOTAL PURPOSE COSTS	<u>\$2,228,255</u>
COLLEGE PARK TIER 3 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,228,255
TIER 3 TOTAL PURPOSE COSTS	<u>\$2,228,255</u>

City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$17,000,000
City-Wide Pavement, Sidewalk and ADA Rehab	
Operations & Safety	\$5,869,464
Collonial Hills Roadway and Sidewalk Rehabilitation	
Kimmeridge Drive and Headland Drive Pedestrian Upgrades	
City Wide Bridge Repairs	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$10,867,668
Connally Drive Sidewalk (Semmes to Collins Drive)	
Dodson Drive Sidewalk (Hogan to Ben Hill Rd)	
Washington Road Sidewalk (Carmal Drive to South Fulton City Limits)	
Plantation Drive Sidewalk (Headland Drive to Connally Drive)	
Willingham Dr Sidewalk (City of East Point/Hapeville City Limits to E Main St)	
Briarwood Blvd Sidewalk (Dodson Dr to End and Stone to End)	
City-Wide Traffic Calming	
Humphries Street Sidewalk (Norman Berry Drive to Winburn Drive)	
Kimmeridge Drive Sidewalk (Lexington Street and Washington Road)	
W Rugby Ave Sidewalk (from Mt Olive Rd to Dodson Dr Connector)	
Ben Hill Rd Sidewalk and Resurfacing Extension (to Heritage Park)	
Headland Dr Sidewalk and Resurfacing (from Norman Berry Dr/Headland Dr to Semmes St)	
Redwine Road Sidewalk (N Commerce to Desert Drive)	
Jefferson Avenue Sidewalk (Batavia St to Sylvan Rd)	
East Point Exchange Multimodal Path	
Project Management	\$900,000
TIER 1 TOTAL PURPOSE COSTS	\$34,637,133
EAST POINT TIER 2 PURPOSES/PROJECTS	
Operations & Safety	\$4,740,368
Ben Hill Road Signalized Intersection	
Cleveland Ave and Sylvan Rd Intersection Upgrades	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$1,372,067
Neely Avenue Sidewalk (Delowe Drive and Lexington Street)	
N Clark Drive Sidewalk (from Neely Ave to Lexington Street)	
Bryant Drive Sidewalk (from Headland Dr to Ben Hill Rd)	
TIER 2 TOTAL PURPOSE COSTS	\$6,112,435

EAST POINT TIER 3 PURPOSES/PROJECTS

Maintenance & Safety Improvements	\$570,364
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Citywide Sidewalk and ADA Rehab

Operations & Safety	\$5,330,000
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Headland Drive Corridor Traffic Signal Upgrades (Plantation Dr to
City of East Point/City of Atlanta City Limits)

Pedestrian, Bicycle, Streetscape & Landscape Projects	\$211,071
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Cedar Avenue Sidewalk (from Harlan Drive to End)

Randall Street Sidewalk (from Bryan Avenue to Wadly Avenue)

TIER 3 TOTAL PURPOSE COSTS	\$6,111,435
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TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	\$46,862,003
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City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$3,000,000
City-Wide Road Resurfacing	
Operations & Safety	\$2,070,738
Quiet Zone R/R Crossings	
Congestion Relief & Roadway Projects	\$5,400,000
Brooks Drive Extension	
Oakley Industrial Boulevard/Cleckler Road Extension	
Harris Road (from Plantation Road to Hwy 92/Spence Road)	
Roadway Project	
W. Broad Street Roundabouts	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$4,350,000
Pedestrian and Bike Improvements (Phase 1)	
Project Management	\$780,000
Construction Management	
TIER 1 TOTAL PURPOSE COSTS	\$15,600,738
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Operations & Safety	\$1,752,000
Pedestrian Bridge over CSX R/R to McLarin Rd near Harbor Lakes	
Mid-Block Crossing (Design & Permitting)	
Warehousing and Distribution Center Community Safety	
Improvements (Construction)	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$861,072
Pedestrian and Bike Improvements (Phase 2)	
Project Management	\$140,000
Construction Management	
TIER 2 TOTAL PURPOSE COSTS	\$2,753,072
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Operations & Safety	\$700,000
Congestion Relief & Roadway Projects	\$500,000
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$1,000,000
Pedestrian and Bike Improvements (Phase 3)	
Quick Response	\$413,071
Project Management	\$140,000
TIER 3 TOTAL PURPOSE COSTS	\$2,753,071
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	\$21,106,881

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$4,000,000
Paving, Asphalt Resurfacing, Striping	
Operations & Safety	\$74,848
Traffic & Street Signage	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,000,000
Sidewalk/N. Central Rear Alleyway	
TIER 1 TOTAL PURPOSE COSTS	\$6,074,848
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$1,072,032
Residential Traffic Calming Projects	
TIER 2 TOTAL PURPOSE COSTS	\$1,072,032
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Operations & Safety	\$1,072,032
City Owned Traffic Signal Replacement & Upgrades	
TIER 3 TOTAL PURPOSE COSTS	\$1,072,032
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	\$8,218,912

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$19,148,936
Citywide	
Bridges	\$4,255,319
Citywide	
Operations & Safety	\$10,851,064
Citywide	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$35,533,616
Citywide Streetscape Projects	
Project Management	\$3,673,102
TIER 1 TOTAL PURPOSE COSTS	\$73,462,037
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$3,723,404
Citywide	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$8,592,291
Citywide Streetscape Projects	
Project Management	\$648,194
TIER 2 TOTAL PURPOSE COSTS	\$12,963,889
JOHNS CREEK TIER 3 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$12,315,695
Citywide Streetscape Projects	
Project Management	\$648,194
TIER 3 TOTAL PURPOSE COSTS	\$12,963,889
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	\$99,389,815

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$10,000,000
Bridges	\$10,000,000
Operations & Safety	\$11,000,000
Corridor Improvements	
Roundabout Improvements	
SE Crabapple	
Deerfield Connector	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$4,000,000
Streetscape	
Quick Response	\$1,551,467
Project Management	\$1,000,000
TIER 1 TOTAL PURPOSE COSTS	\$37,551,467
MILTON TIER 2 PURPOSES/PROJECTS	
Operations & Safety	\$4,000,000
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,626,729
TIER 2 TOTAL PURPOSE COSTS	\$6,626,729
MILTON TIER 3 PURPOSES/PROJECTS	
Operations & Safety	\$4,000,000
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,626,729
TIER 3 TOTAL PURPOSE COSTS	\$6,626,729
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$50,804,925

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$485,000
Citywide	
Pedestrian Bicycle, Streetscape & Landscape Projects	\$34,512
Citywide	
TIER 1 TOTAL PURPOSE COSTS	\$519,512
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$91,678
Citywide	
TIER 2 TOTAL PURPOSE COSTS	\$91,678
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$91,678
Citywide	
TIER 3 TOTAL PURPOSE COSTS	\$91,679
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$702,869

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$2,259,072
Citywide Road Resurfacing	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,259,072
Citywide Sidewalk Improvements	
Quick Response	\$100,000
Project Management	\$100,000
TIER 1 TOTAL PURPOSE COSTS	\$4,718,144
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$391,307
Citywide Road Resurfacing	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$391,307
Citywide Sidewalk Improvements	
Quick Response	\$25,000
Project Management	\$25,000
TIER 2 TOTAL PURPOSE COSTS	\$832,614
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$391,307
Citywide Road Resurfacing	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$391,306
Citywide Sidewalk Improvements	
Quick Response	\$25,000
Project Management	\$25,000
TIER 3 TOTAL PURPOSE COSTS	\$832,613
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	\$6,383,371

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$15,000,000
Citywide Resurfacing Projects	
Bridges	\$9,202,141
Operations & Safety	\$6,870,000
Alpharetta Hwy (SR 9) at Mansell Road Intersection Improvement	
Crabapple Road at Hembree Road Intersection Improvement	
Congestion Relief & Roadway Projects	\$11,000,000
Nesbit Ferry Rd Corridor Improvements (SR 140 to Old Alabama Road)	
Hembree Road Corridor Improvements (Wills Road to Maxwell Road)	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$41,400,000
Norcross Street Multi-Use Trail (Canton Street to Pattingham Drive)	
Vickery Creek Trail Rehabilitation (Off System Trail) (Oxbo Road to Waterfall by Mills Ruins)	
East Roswell Loop Multi-Use Trail (Old Alabama Road to Eves Road)	
Atlanta Street (SR9) Sidewalk Improvements (SR 120 to Hill Street)	
TIER 1 TOTAL PURPOSE COSTS	\$83,472,141
ROSWELL TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$7,930,378
Citywide Resurfacing Projects	
Operations & Safety	\$6,800,000
Hardscrabble Road at King Road Intersection Improvements	
TIER 2 TOTAL PURPOSE COSTS	\$14,730,378
ROSWELL TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Improvements	\$2,630,378
Citywide Residential Traffic Calming Projects	
Operations & Safety	\$2,000,000
Alpharetta Hwy (SR 9) at Hembree Road Intersection Improvements	
Congestion Relief & Roadway Projects	\$650,000
Holcomb Bridge Road (SR 140) Median Islands (Old Alabama Road to Nesbit Ferry Road)	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$9,450,000
Hembree Road Multi-Use Trail (Crabapple Road to Houze Road)	
River Eves Elementary School Multi-Use Trail (Off System Trail) (Eves Road to Eves Circle)	
Holcomb Bridge Road (SR 140) Multi-Use Trail (Eves Road to Fouts Road)	
TIER 3 TOTAL PURPOSE COSTS	\$14,730,378
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	\$137,148,809

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Bridges	\$5,000,000
Bridge Program	
Operations & Safety	\$20,089,697
Roswell Road at Morgan Falls Road Intersection Improvement	
Northside Drive at I-285 Concept Development	
Roswell Road Safety Project Concept Development and Design (Carpenter Dr to Hammond Dr)	
Peachtree Dunwoody at Johnson Ferry Road Intersection Improvements – Construction	
Peachtree Dunwoody Road Corridor Improvements Concept Development (Mt Vernon Hwy to Spalding Dr)	
Glenridge Connector at Johnson Ferry Road Intersection Improvements - Design and Right-of-Way	
Congestion Relief & Roadway Projects	\$46,100,000
Hammond Drive Corridor Improvements Phase 2 (Roswell Rd to Boylston Dr & Glenridge Dr to Barfield Rd)	
Riverside Drive at Heards Ferry Road Corridor Improvements- Design	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$24,300,000
Holcomb Bridge Road Multi-Use Path (Spalding Dr to the Chattahoochee River)	
Capital Sidewalk Program	
Mid-Block Crossing Program	
TIER 1 TOTAL PURPOSE COSTS	\$95,489,697
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Operations & Safety	\$12,551,123
Glenridge Connector at Johnson Ferry Intersection Improvements - Construction	
Intelligent Transportation System Program	
Intersection Program	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$4,300,000
Capital Sidewalk Program	
TIER 2 TOTAL PURPOSE COSTS	\$16,851,123
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Operations & Safety	\$16,851,122
Access Management Program	
TIER 3 TOTAL PURPOSE COSTS	\$16,851,122
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	\$129,191,942

City of South Fulton

Purpose/Projects	TSPLOST Purpose Cost
SOUTH FULTON TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$39,830,859
Citywide Resurfacing Projects	\$21,680,859
Citywide Gravel Maintenance Projects	\$18,150,000
Bridges	\$4,870,000
Congestion Relief & Roadway Projects	\$21,600,000
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$32,070,000
Quick Response	\$3,000,000
TIER 1 TOTAL PURPOSE COSTS	\$101,370,859
SOUTH FULTON TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$5,823,975
Citywide Resurfacing Projects	\$1,123,975
Citywide Gravel Maintenance Projects	\$4,700,000
Bridges	\$2,435,000
Congestion Relief & Roadway Projects	\$4,775,000
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$4,855,000
TIER 2 TOTAL PURPOSE COSTS	\$17,888,975
SOUTH FULTON TIER 3 PURPOSES/PROJECTS	
Congestion Relief & Roadway Projects	\$5,448,975
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$12,440,000
TIER 3 TOTAL PURPOSE COSTS	\$17,888,975
TOTAL SOUTH FULTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$137,148,809

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$6,025,525
Citywide Roadway & Safety Improvements	
Operations & Safety	\$2,000,000
Citywide Interchange Improvements	
Congestion Relief & Roadway Projects	\$4,000,000
Citywide Roadway Capacity & Congestion Mitigation Projects Improvements	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$12,618,000
Union City R3 Master Plan: Multimodal & Streetscape Improvements	
Quick Response	\$875,000
TIER 1 TOTAL PURPOSE COSTS	\$25,518,525
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$1,080,785
Citywide Roadway & Safety Improvements	
Operations & Safety	\$360,262
Citywide Interchange Improvements	
Congestion Relief & Roadway Projects	\$720,523
Citywide Roadway Capacity & Congestion Mitigation Projects	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,206,602
Union City R3 Master Plan: Multimodal & Streetscape Improvements SR138 Sidewalks & Gateway Improvements	
Quick Response	\$135,097
TIER 2 TOTAL PURPOSE COSTS	\$4,503,269
UNION CITY TIER 3 PURPOSES/PROJECTS	
Maintenance & Safety Improvements	\$1,080,785
Citywide Roadway & Safety Improvements	
Operations & Safety	\$360,262
Citywide Interchange Improvements	
Congestion Relief & Roadway Projects	\$720,523
Citywide Roadway Capacity & Congestion Mitigation Projects	
Pedestrian, Bicycle, Streetscape & Landscape Projects	\$2,206,602
Union City R3 Master Plan: Multimodal & Streetscape Improvements	
Quick Response	\$135,097
TIER 3 TOTAL PURPOSE COSTS	\$4,503,269
TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	\$34,525,063



STAFF REPORT

Department: Public Works
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Intergovernmental Agreement: SR 140/Arnold Mill Road Cross-Jurisdictional Improvement Project Agreement between the City of Alpharetta and the City of Milton

Consideration and approval of an Intergovernmental Agreement between the City of Alpharetta and the City of Milton for a Cross-Jurisdictional Improvement Project located at SR 140/Arnold Mill Road at Green Road, a portion of which lies within the City of Alpharetta, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the IGA with the City of Milton so they can complete this road improvement project.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City of Milton is embarking on an intersection improvement project on SR 140/Arnold Mill Road at Green Road. A portion of the project requires the acquisition of Right of Way and Permanent Easement upon certain real property located at 12460 Crabapple Road, Alpharetta, Georgia, identified as Parcel ID 22 386011660435. Pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Milton is prohibited from exercising these powers or providing any such service inside the boundaries of Alpharetta except by contract with Alpharetta.

As it is in the best interest of the citizens of both Milton and Alpharetta to facilitate said intersection improvements to alleviate traffic congestion and enhance public safety, Alpharetta has been asked to consent to Milton to acquire, accept, and record the Right of Way and Permanent Easement across the Subject Property within Alpharetta's city limits for the sole purpose of constructing, operating, and maintaining the intersection improvements.

Alpharetta has agreed to grant its express, advance consent for Milton to convey, dedicate, transfer, or deed any portion of the Right of Way and Permanent Easement acquired within Alpharetta's municipal limits under this Agreement directly to GDOT. Upon acquisition, Alpharetta shall have no obligation to maintain or fund any portion of the Easement or the Project assets contained therein.

Milton, through its employees, agents, or contracted vendors, shall obtain any necessary land disturbance or right of way permits required by GDOT before commencing construction on the Subject Property. All work performed within Alpharetta's borders must comply with Alpharetta's standard specifications regarding traffic management, construction hours, and safety controls. Milton shall require its contractors to restore any portions of the Subject Property or adjacent Alpharetta right of way disturbed during construction to a condition equal to or better than its

pre-construction state.

ALTERNATIVES:

Deny the IGA and prevent the City of Milton from being able to complete this road improvement project.

ATTACHMENTS:

1. 2026-6-17 M - SR 140 IGA - Clean Draft

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
MILTON, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA
REGARDING A CROSS-JURISDICTIONAL IMPROVEMENT PROJECT**

(SR 140/ARNOLD MILL ROAD AT GREEN ROAD INTERSECTION IMPROVEMENT PROJECT)

THIS **INTERGOVERNMENTAL AGREEMENT** (“Agreement”), by and between the City of Milton, Georgia, a municipality of the State of Georgia (“Milton”) and the City of Alpharetta, Georgia, a municipality of the State of Georgia (“Alpharetta”) collectively referred to herein as the “Parties”) is entered into this ____ day of _____, 2026.

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Alpharetta and Milton are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Milton is prohibited from exercising these powers or providing any such service inside the boundaries of Alpharetta except by contract with Alpharetta; and

WHEREAS, SR 140 (Arnold Mill Road) is a state highway located along the boundary between Milton and Alpharetta, a portion or portions of which lie within the jurisdiction of Milton and a portion or portions of which lie within the jurisdiction of Alpharetta; and

WHEREAS, Milton is administering a public transportation and safety initiative known as the SR 140/Arnold Mill Road at Green Road Intersection Improvement Project (“Project”); and

WHEREAS, a portion of the intersection improvements requires the acquisition of a Right of Way and Permanent Easement upon certain real property located at 12460 Crabapple Road, Alpharetta, Georgia, identified as Parcel ID 22 386011660435 (“Subject Property”); and further described in **Exhibit “A”**, attached hereto and incorporated herein by reference.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 regarding intergovernmental contracts; and

WHEREAS, it is in the best interest of the citizens of both Milton and Alpharetta to facilitate said intersection improvements to alleviate traffic congestion and enhance public safety; and

NOW THEREFORE, in consideration of the following mutual obligations, Milton and Alpharetta agree as follows:

1. ACQUISITION AUTHORITY

Alpharetta hereby grants its formal consent to Milton to acquire, accept, and record the Right of Way and Permanent Easement across the Subject Property within Alpharetta's city limits for the sole purpose of constructing, operating, and maintaining the intersection improvements.

2. OWNERSHIP, MAINTENANCE, AND RESTORATION

2.1 Right of Way and Permanent Easement. Alpharetta hereby acknowledges that State Route 140 (Arnold Mill Road) is a state highway under the jurisdiction of the Georgia Department of Transportation ("GDOT"). Alpharetta grants its express, advance consent for Milton to convey, dedicate, transfer, or deed any portion of the Right of Way and Permanent Easement acquired within Alpharetta's municipal limits under this Agreement directly to GDOT.

2.2 Maintenance. Upon acquisition, Alpharetta shall have no obligation to maintain or fund any portion of the Easement or the Project assets contained therein.

2.3 Construction. Milton, through its employees, agents, or contracted vendors, shall obtain any necessary land disturbance or right of way permits required by GDOT before commencing construction on the Subject Property. All work performed within Alpharetta's borders must comply with Alpharetta's standard specifications regarding traffic management, construction hours, and safety controls.

2.4 Restoration. Milton shall require its contractors to restore any portions of the Subject Property or adjacent Alpharetta right of way disturbed during construction to a condition equal to or better than its pre-construction state.

3. PROVISION OF DOCUMENTS

Upon reasonable request, each Party shall promptly provide the other with all non-privileged documentation necessary to perform its obligations under this Agreement. This includes, but is not limited to, records concerning the ownership, maintenance, repair, and regulation of the Subject Property.

4. MUTUAL RESPONSIBILITY AND INDEMNIFICATION

4.1 To the extent permitted by Georgia law and without waiving either Party's sovereign immunity, each City shall be responsible for the actions, omissions, or willful misconduct of its own officers, officials, employees, and agents acting within the scope of their employment in connection with this Agreement.

4.2 In the event that any third-party claim, demand, or lawsuit is brought against either City arising out of the Project or the Subject Property, the City receiving notice of such action shall promptly notify the other City in writing within five (5) business days. The Parties agree to

cooperate in good faith in the investigation and defense of any such claim, providing access to records, witnesses, and technical data necessary for legal defense, subject to standard privileges.

4.3 Neither City shall be required to indemnify, defend, or hold harmless the other City from third-party liabilities arising from the independent actions or negligence by the other City.

4.4. In the event that a court of competent jurisdiction determines that a third-party liability resulted from the joint or concurrent negligence or misconduct of both Cities, the financial liability, damages, and defense costs shall be allocated between Milton and Alpharetta on a comparative basis reflecting each City's actual percentage of fault as determined by the fact finder.

4.5. The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

5. TERM

This Agreement shall become effective upon execution by both Parties ("Effective Date"). Given that this Agreement concerns the acquisition, ownership, and maintenance of permanent public infrastructure and right-of-way assets pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution, this Agreement shall remain in full force and effect in perpetuity, unless terminated or modified by the mutual written consent of both Cities.

6. TERMINATION

The Parties agree that either Party may, upon one-hundred-and-twenty (120) days' written notice to the other Party, terminate this Agreement for convenience. The termination of this Agreement by either Party does not absolve either Party from performing its obligations under this Agreement for those issues of maintenance, repair or regulation covered by this Agreement, when notice regarding such issues was provided to the responsible Party prior to the date of termination of this Agreement. Failure of a Party to perform its obligations pursuant to this Section shall constitute an event of default under this Agreement.

7. DEFAULT AND REMEDY

7.1 An event of default shall mean that either Party has failed to perform any of its obligations under this Agreement.

7.2 In the event of default, the non-defaulting Party shall give written notice to the defaulting Party within ten (10) days of the perceived default, detailing specifically what obligations the defaulting Party has not performed or performed improperly. The defaulting Party shall have ten (10) days from the receipt of such notice to cure the default, and if default is not cured by the defaulting Party, or the defaulting Party has not, in good faith, begun to cure the default within that ten (10)-day period, the non-defaulting Party is entitled to one of the following, or both:

7.2.1 The non-defaulting Party may cure the default itself and charge the defaulting Party the cost of curing that default.

7.2.2 The non-defaulting Party may terminate this Agreement immediately. Such termination does not absolve the defaulting Party of the responsibility to perform on its maintenance, repair or regulation obligations for issues that arose prior to the date of termination.

The non-defaulting Party shall give notice to the defaulting Party as to the actions it intends to take as a result of the default under this subsection in its original notice of default.

7.3 In the event of an emergency, defined as a circumstance which threatens imminent danger to the lives of its citizens, its citizens' property, and the property of the non-defaulting Party, the non-defaulting Party may cure the default without notice to the defaulting Party and may subsequently charge the defaulting Party for the cost of curing the default. If the non-defaulting Party desires to terminate this Agreement immediately as a result of a default under this subsection, the non-defaulting Party must still notify the defaulting Party pursuant to Article 7.2 of its intention to do so.

7.4 The provisions of this Article 6 shall not constitute exclusive remedies to the non-defaulting Party under this Agreement. The non-defaulting Party may seek all legal or equitable remedies as are available under law aside from the remedies provided specifically under this Agreement.

8. ENTIRE AGREEMENT

It is understood that the terms of this agreement include all of the agreements made by Milton and Alpharetta without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both Parties.

9. SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or the invalid portion of the provision were not part of the Agreement.

10. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia, and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.

11. IMMIGRATION COMPLIANCE

Pursuant to O.C.G.A. § 13-10-91, et seq., neither Party shall not enter into a contract for the physical performance of services unless the other Party provides evidence by affidavit that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period

12. NOTICE

Any notice required by this Agreement shall be given in writing by either Party or its attorney or Agent herein named and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

If to City of Milton:

Sara Leaders, Director
Milton Department of Public Works
2006 Heritage Walk
Milton, Georgia 30004

With a Copy to the counsel for City of Milton:

Ken Jarrard, Esq.
Jeff Strickland, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

If to City of Alpharetta:

Pete Sewczwicz, Director
Alpharetta Department of Public Works
2 Park Plaza
Alpharetta, Georgia 30009

With a Copy to the counsel for City of Alpharetta:

Ken Jarrard, Esq.
Jeff Strickland, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

13. MISCELLANEOUS

13.1 Non-Waiver. Any Party's failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation.

13.2 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) Agreement.

13.3 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all the Parties.

13.4 Non-Assignability. Unless otherwise stated herein, neither Party shall assign any of the obligations or benefits of this Agreement.

13.5 Authority to Contract. Each Party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Party to the terms of this Agreement. Ratification of the Agreement by a majority of the governing authority shall be authority for the chairman or mayor (as applicable) to execute on behalf of the governing authority but shall not preclude execution by the full board or council (as applicable).

13.6 No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

13.7 Force Majeure. Neither Party shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion.

IN WITNESS WHEREOF, Milton and Alpharetta have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF MILTON, GEORGIA

CITY OF ALPHARETTA, GEORGIA

By: _____
Peyton Jamison, Mayor

By: _____
Jim Gilvin, Mayor

Attest: _____
City Clerk

Attest: _____
City Clerk

(city seal)

(city seal)

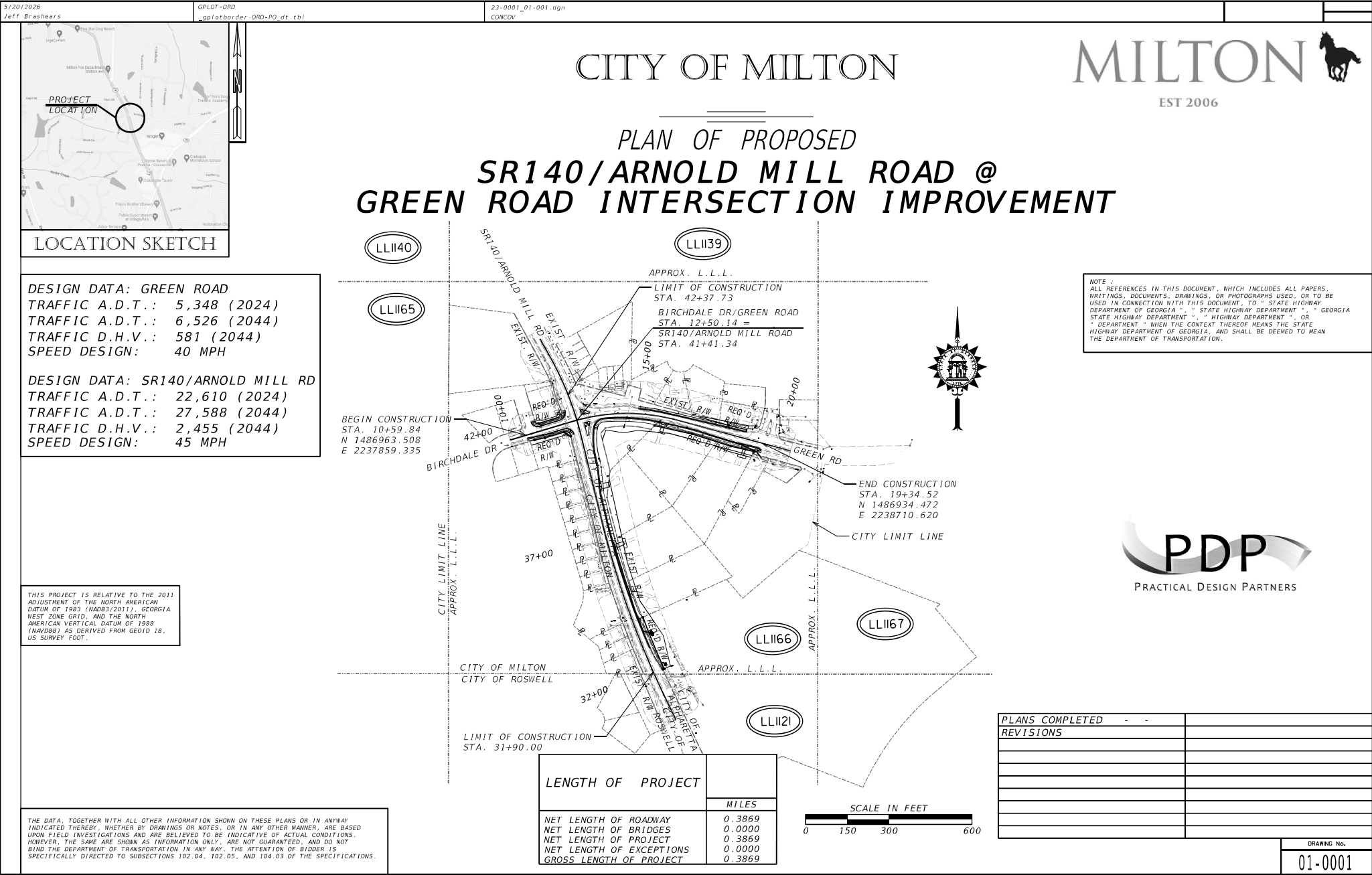
Approved as to Form:

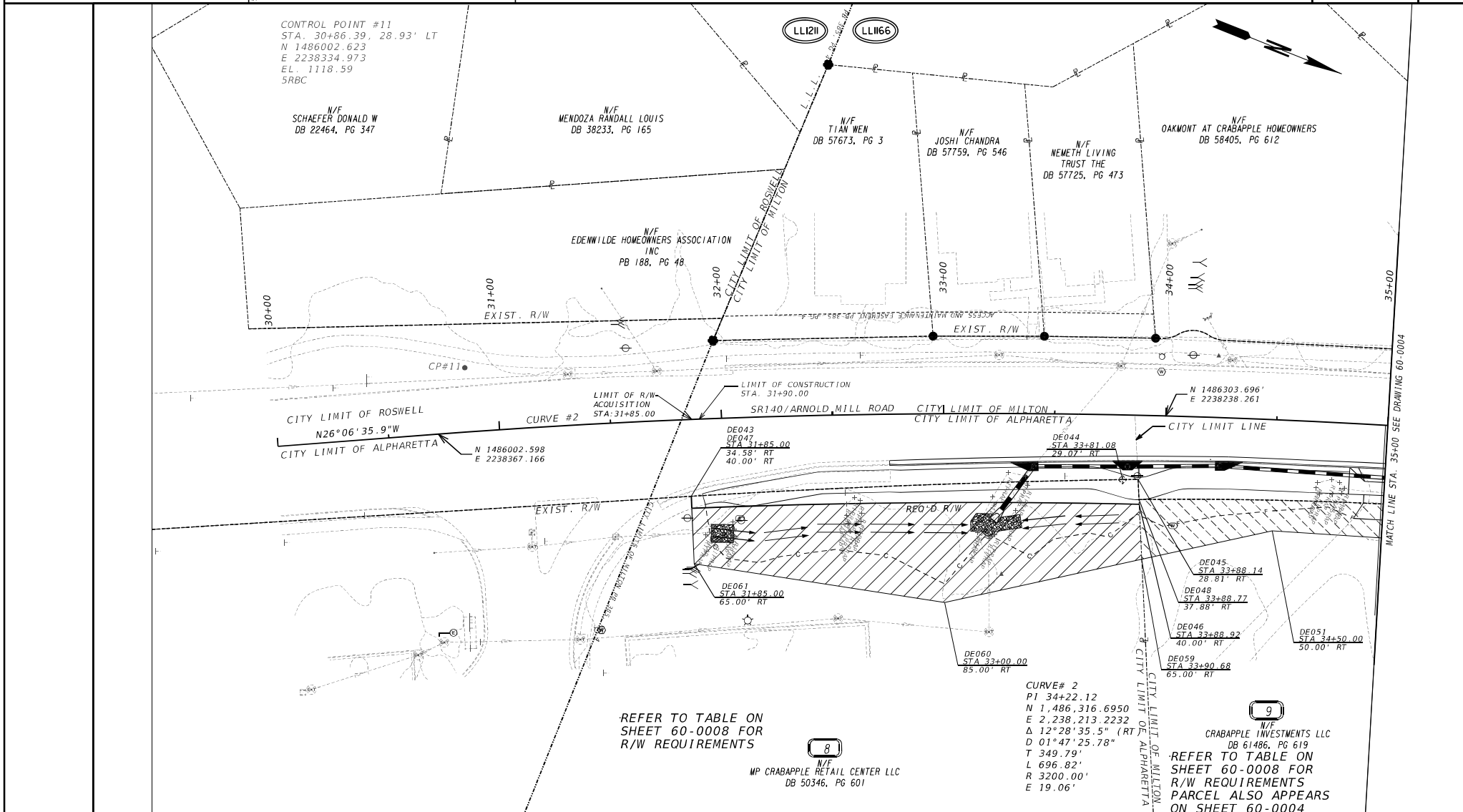
Approved as to Form:

City Attorney

City Attorney

EXHIBIT "A"





PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES, & DRAINAGE
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

EST 2006
SCALE IN FEET
0 20 40 80

REVISION DATES

RIGHT OF WAY PLANS
SR140/ARNOLD MILL ROAD @ GREEN ROAD INTERSECTION IMPROVEMENT

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	60-0003
CORRECTED:	DATE:	
VERIFIED:	DATE:	

Page 197 of 269



STAFF REPORT

Department: Public Works
Submitted By: Grace Orehosky
Meeting Date: July 13, 2026

AGENDA ITEM:

Resolution: Transfer of Property Interests Between the City of Alpharetta and Georgia Department of Transportation

Consideration and approval of a resolution approving the transfer of 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12297008550532 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) to Georgia Department of Transportation for the SR 400 Express Lanes Project (PI:0001757), and acceptance of a Quit Claim Deed from Georgia Department of Transportation to Alpharetta for +/-1.874 acres of Tax Parcel No.12260006902865 (Encore Parkway at Fanfare Way) for the Alpha Loop Project.

STAFF RECOMMENDATION:

Approve the transfer of property interests between GDOT and the City.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Georgia Department of Transportation (GDOT) needs 0.497 acres in fee, 0.377 acres in permanent easement, 18,438.19 square feet of temporary easement, and 329.75 linear feet of access rights for Tax Parcel No. 12 29700855053 (Project Parcel 618A) and 2.1 acres in fee and 947.70 linear feet of access rights for Tax Parcel No. 22530012630117 (Project Parcel 498) for the SR 400 Express Lanes Project (PI:0001757). The City of Alpharetta needs +/-1.874 acres of Tax Parcel No. 12 260006902865 (Encore Parkway at Fanfare Way) for the AlphaLink Project. GDOT and the City have agreed that the best course of action is a "land swap." The City will transfer the required property to GDOT for the SR 400 Express Lanes Project, and GDOT will deed the required property to the City for the AlphaLink Project at no cost to either party.

This is a time-sensitive item and backup items will be updated as they are received.

ALTERNATIVES:

Do not approve the transfer.

ATTACHMENTS:

1. 2026-07-10 Resolution re. GDOT-City Property Donation

RESOLUTION NUMBER:



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, REGARDING THE TRANSFER OF CERTAIN REAL PROPERTY INTERESTS BETWEEN THE CITY AND THE GEORGIA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE MAYOR TO EXECUTE CORRESPONDING CLOSING DOCUMENTS; AND FOR OTHER PURPOSES

WHEREAS, the Official Code of Georgia Annotated (O.C.G.A.) § 36-35-3(a) provides that the governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, pursuant to O.C.G.A. § 32-3-1(a), any property may be acquired in fee simple or in any lesser interest, including easements and rights of access, by a state agency or a county or municipality through gift, devise, exchange, purchase, prescription, dedication, eminent domain, or any other manner provided by law for present or future public road or other transportation purposes; and

WHEREAS, pursuant to O.C.G.A. § 32-3-1(b), “public road purposes” shall include, among other things, rights of way; roadside parks and recreational areas; construction for drainage, maintenance, safety or esthetic purposes; and any and all other purposes which may be reasonably related to the development, growth, or enhancement of the public roads of Georgia; and

WHEREAS, pursuant to O.C.G.A. § 32-3-3(a), both the Georgia Department of Transportation (GDOT) and the City are each independently authorized to accept donations, transfers, or devises of land from state agencies, counties, or municipalities, provided that such land is suitable for present or future public road purposes; and

WHEREAS, pursuant to O.C.G.A. § 32-3-3(d), both GDOT and the City are each independently authorized to acquire rights of way or other real property or interests therein by dedication, provided that the property or interests are adequate for public road purposes and serve the best interests of the public; and

WHEREAS, GDOT is in the process of acquiring necessary property interests related to its GA 400 Express Lanes Project (P.I. No. 0001757) including interests from several parcels owned by the City, to wit: (1) Fulton County Tax Parcel No. (TPN) 12 297008550532 (GDOT Project Parcel No. 618A) and (2) TPN 22 530012630117 (GDOT Project Parcel No. 498); and

WHEREAS, to accommodate its project, from Project Parcel No. 618A, GDOT needs 0.497 acres (21,664.98 square feet) in fee, 0.377 acres (16,403.17 square feet) of permanent easement for the construction and maintenance of slopes and drainage, 18,438.19 square feet of temporary easement for the construction of slopes and drainage, and 329.75 linear feet of access rights, all as more particularly detailed in the subject property project documents attached hereto marked **Exhibit A**; and

WHEREAS, to accommodate its project, from Project Parcel No. 498, GDOT needs 2.1 acres (91,842.00 square feet) in fee and 947.70 linear feet of access rights, all as more particularly detailed in the subject property project documents attached hereto marked **Exhibit B**; and

WHEREAS, the real property interests described above and further detailed in Exhibits A and B are referred to herein as the “City Property”; and

WHEREAS, GDOT is the owner of certain real property at TPN 12 260006902865 totaling approximately 1.874 acres located in Land Lots 653 and 688 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, as more particularly described in that certain Right of Way Deed from CMC Homes, LLC (as Grantor), to GDOT (as Grantee), dated October 14, 2021, recorded on October 22, 2021, in the real property records of Fulton County, Georgia, at Deed Book 64697, Page 331 (the “GDOT Property”); and

WHEREAS, the City has need of the GDOT Property for its ongoing Alpha Loop Project; and

WHEREAS, the term “public road” is broadly defined at O.C.G.A. § 32-1-3(24) to include the purposes intended by both GDOT and the City stated hereinabove; and

WHEREAS, the City is willing to donate the City Property to GDOT; and

WHEREAS, GDOT is willing to donate the GDOT Property to the City; and

WHEREAS, on July 1, 2026, GDOT, by and through its Commissioner, Russell R. McMurry, P.E., executed a Quitclaim Deed to convey the GDOT Property over to the City, a copy of which is attached hereto marked **Exhibit C**; and

WHEREAS, the donation of the City Property to GDOT and the donation of the GDOT Property to the City both serve the best interests of the public.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta that:

1. The City hereby accepts GDOT’s donation of the GDOT Property, accepts the Quitclaim Deed, as presented (Exhibit C), and accepts the recordation of the same.
2. The Mayor is authorized to execute closing documentation as may be necessary to complete the donation of the City Property over to GDOT, upon the prior review and approval of such closing documentation by the City Attorney.
3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
4. This Resolution shall become effective immediately upon approval of the City Council.

(signature page follows)

SO RESOLVED this ____ day of July, 2026.

CITY OF ALPHARETTA, GEORGIA

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:

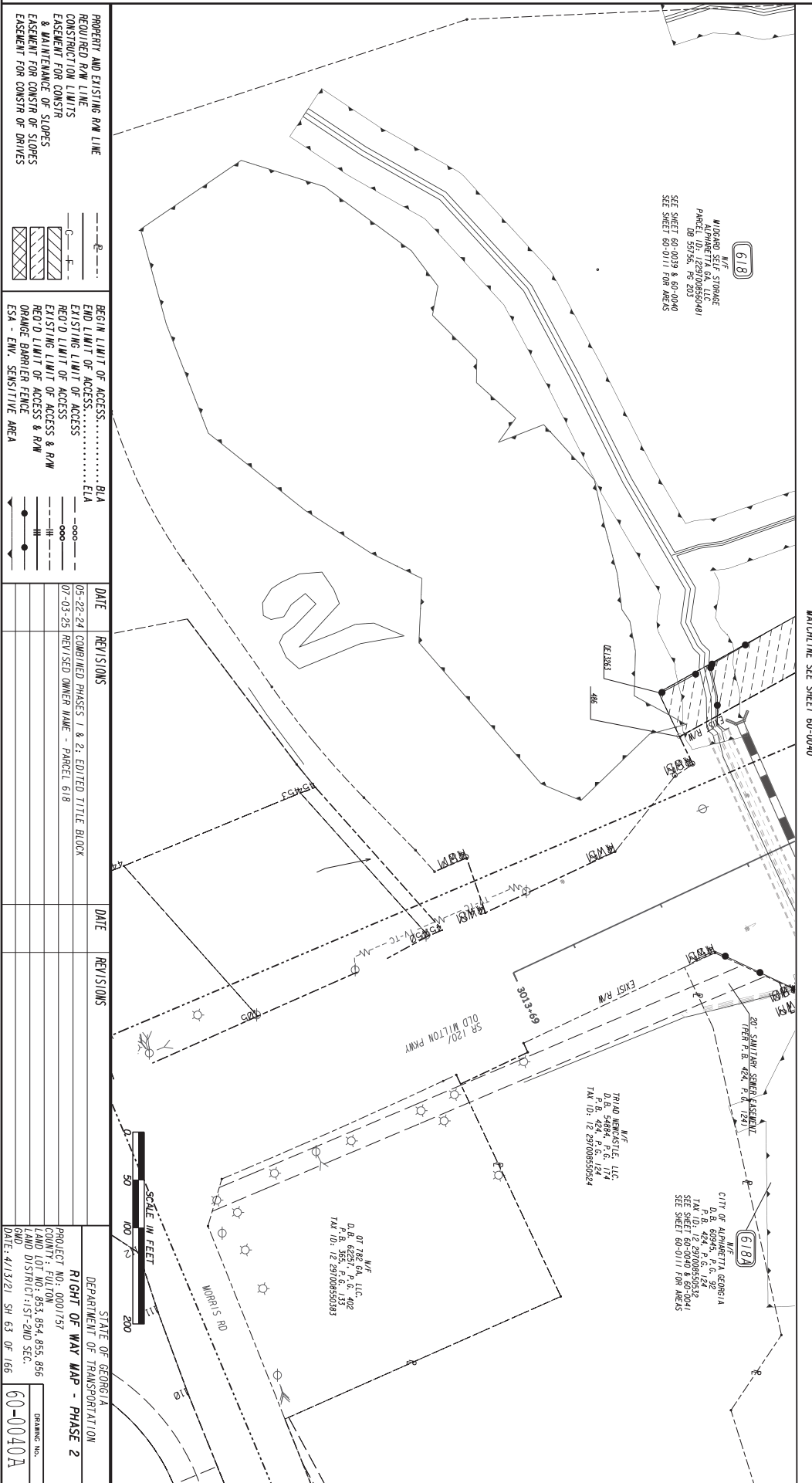
Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

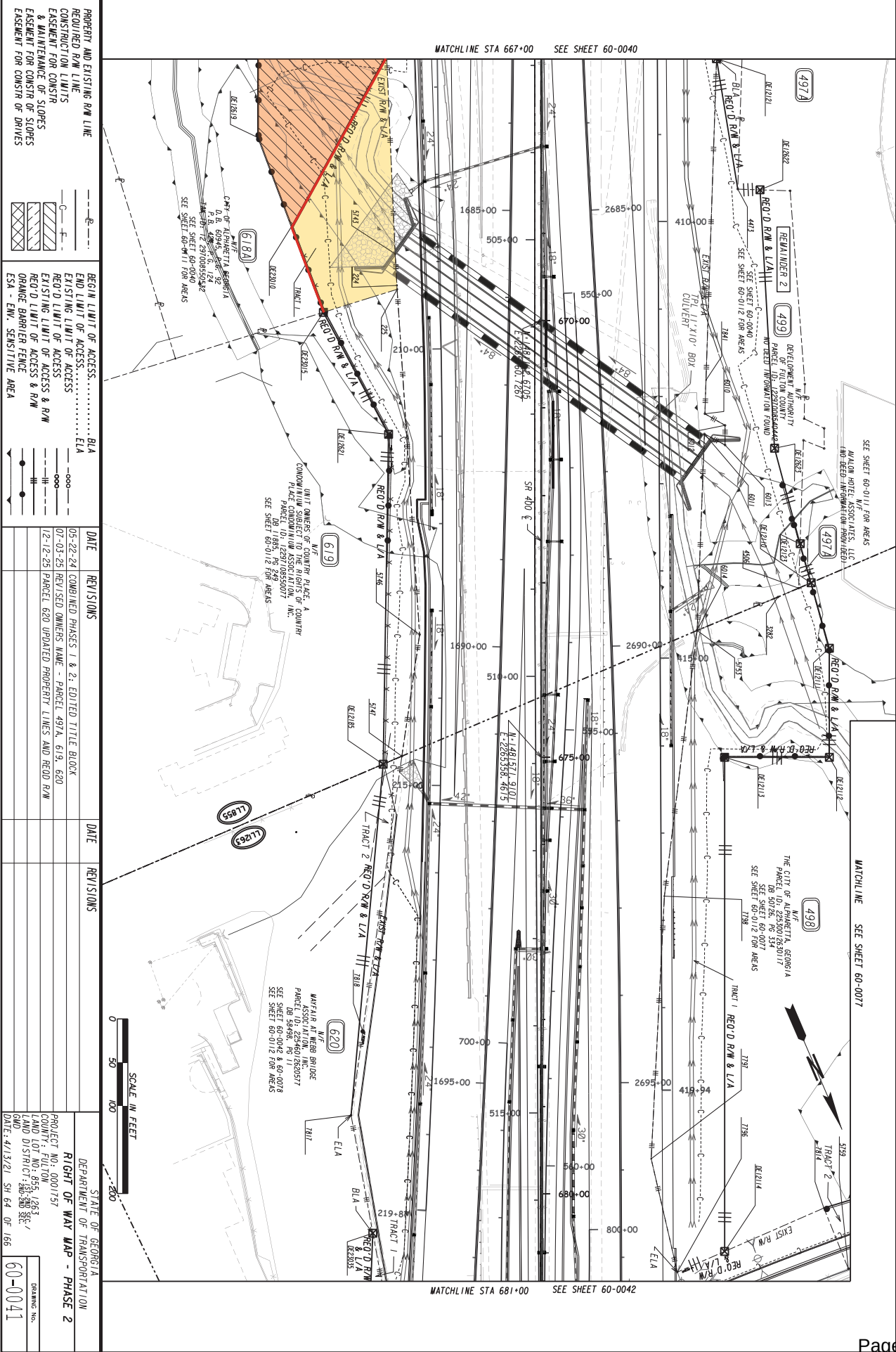
Molly Esswein City Attorney



PRELIMINARY PLANS



PRELIMINARY PLANS



PROPERTY AND EXISTING R/W LINE

RECONSTRUCTED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTRUCTION

EASEMENT FOR CONSTRUCTION OF SLOPES

EASEMENT FOR CONSTRUCTION OF DRIVES

END LIMIT OF ACCESS.....B/LA

EXISTING LIMIT OF ACCESS.....E/LA

RECONSTRUCTED LIMIT OF ACCESS.....R/LA

EXISTING LIMIT OF ACCESS & R/W.....E/LA

RECONSTRUCTED LIMIT OF ACCESS & R/W.....R/LA

ORANGE BARRIER FENCE.....E/LA

CSA - ENV. SENSITIVE AREA.....E/LA

DATE

REVISIONS

DATE

REVISIONS

STATE OF GEORGIA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP - PHASE 2

PROJECT NO. 0001751

LAND LOT NO. 855, 1263, 1264

LAND DISTRICT: 20-20-303, 4

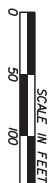
DATE: 4/13/21 SH 64 OF 166

60-0041

PRELIMINARY PLANS

[illegible]

MATCHLINE STA 667+00 SEE SHEET 60-0040



DRAWING No.	60-0041
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STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP - PHASE 2
PROJECT NO.: 00011757
COUNTY: FULTON
LAND LOT NO.: 263, 268
LAND DISTRICT: 2ND-2ND SEC.
66W2E-41S32E SH 101 OF 166
DRAWING NO. **60-0077**

EXHIBIT C

GEORGIA DEPARTMENT OF TRANSPORTATION QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FULTON

PROJECT: MSL00-0001-00(757)
PARCEL# 481R PM # 4820
GEP-121-993189, PI#0001757

THIS INDENTURE made this 1 day of July, 2026 between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (herein called "Grantor") and CITY OF ALPHARETTA (herein called "Grantee").

WITNESSETH: that the Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever QuitClaim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had to all that parcel of land described in Exhibit "A", and shown on the plat marked Exhibit "B", said Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE PURSUANT TO 23 CFR § 710.409 (b) and (d) for continued Public Ownership and Use, specifically for Public Use. Therefore GRANTOR hereby retains a reversionary right to the above described property. Should the property fail to be publicly owned and maintain the specified public use, or use for a public transportation related purpose, ownership of the property shall revert to the Grantor at no cost to the Grantor, free and clear of any and all liens or encumbrances. Grantee further agrees that upon acceptance and recording of this deed to maintain the above described property for public purposes.

THIS CONVEYANCE IS MADE SUBJECT TO any existing easement, recorded or unrecorded, and any utility facilities existing or permitted by the Department of Transportation, over, under or upon this property at the time of this sale.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee, his heirs and assigns, forever.

PM QCD with Reversion 09/21/2020

STATE OF GEORGIA
COUNTY OF FULTON

PROJECT: MSL00-0001-00(757)
PARCEL# 481R, PM# 4820
GEP-121-993189, PI#0001757

IN WITNESS WHEREOF, the Grantor, acting by and through the Commissioner of the Department of Transportation, has hereunto caused the hand and seal of the Department of Transportation to be set to these presents the day and year first above written.

Signed, Sealed, and Delivered this
the 1 day of July, 2026
in the Presence of

[Signature]
Witness

[Signature]
Notary Public



DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

BY: [Signature] (Seal)
Russell R. McMurry, P.E.
Commissioner

ATTEST: [Signature] (Seal)
Angela O. Whitworth
Treasurer

PM QCD with Reversion 09/21/2020

EXHIBIT "A"

PROJECT NO.: MSL00-0001-00(757)
COUNTY: FULTON
P. I. NO.: 0001757
PARCEL#: 481R
P.M# : 4820
PARCEL SIZE: 1.874 Acres

All that tract or parcel of land lying and being in Land Lots 653 and 688 of the 1st - 2nd Section of Fulton County, Georgia, being more particularly described as follows:

GDOT SURPLUS PROPERTY - FEE

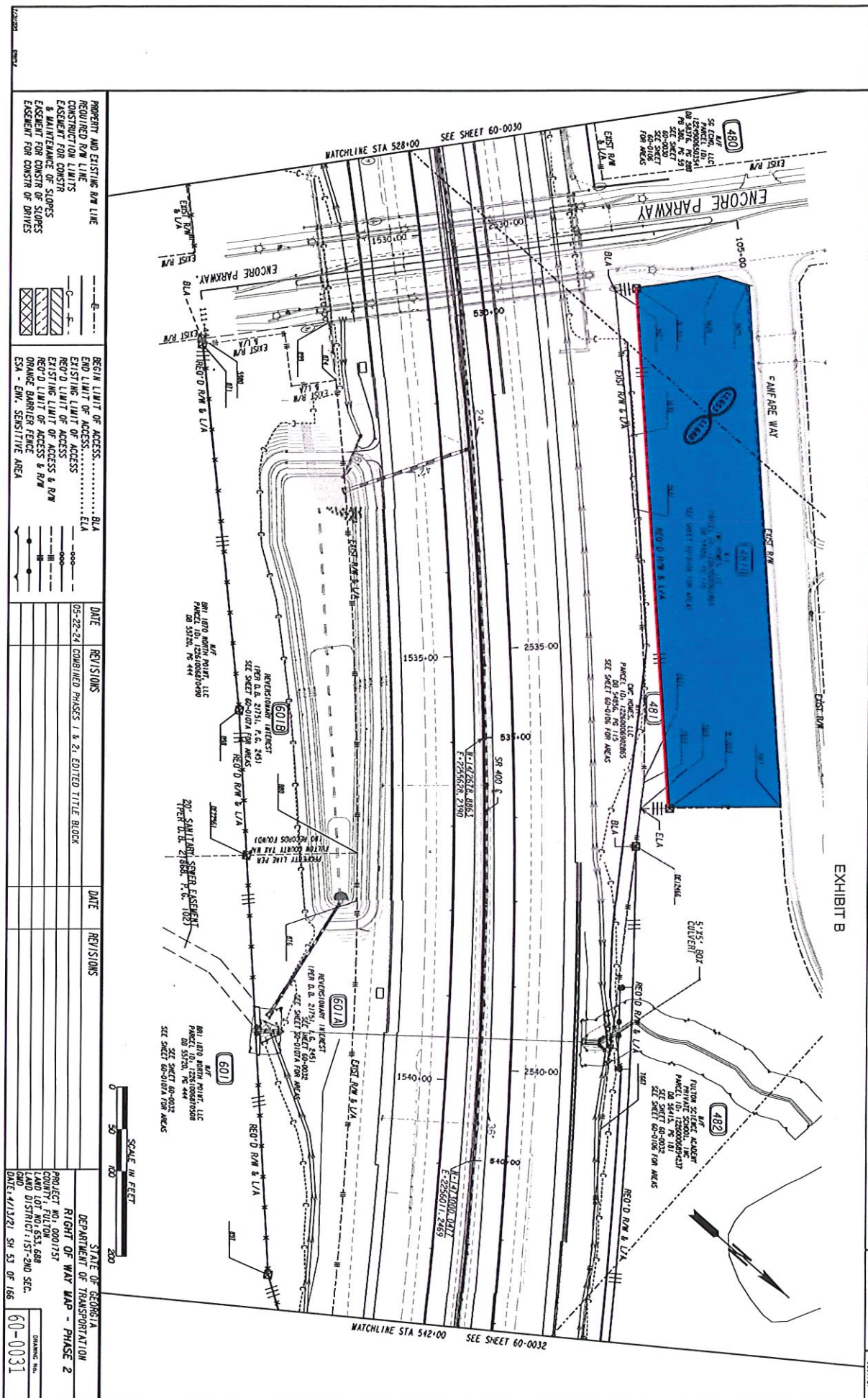
Beginning at a point 215.00 feet left of and opposite Station 529+93.04 on the construction centerline of SR 400 (EXISTING) Mainline on Georgia Project No. MSL00-0001-00(757); running thence N 48°31'38.7" W a distance of 100.17 feet to a point 315.16 feet left of and opposite station 529+91.49 on said construction centerline laid out for SR400 (EXISTING) Mainline; thence N 22°12'58.7" W a distance of 33.95 feet to a point 345.85 feet left of and opposite station 530+05.21 on said construction centerline laid out for SR400 (EXISTING) Mainline; thence 44°56'55.6" E a distance of 617.06 feet to a point 351.33 feet left of and opposite station 535+86.94 on said construction centerline laid out for SR400 (EXISTING) Mainline; thence S 41°32'47.2" E a distance of 131.33 feet to a point 220.00 feet left of and opposite station 535+86.78 on said construction centerline laid out for SR400 (EXISTING) Mainline; thence S 44°55'48.9" W a distance of 616.13 feet back to the point of beginning. Consisting of 1.874 acres more or less.

LIMITED ACCESS RIGHTS RETAINED BY GDOT

GDOT RESERVES AND RETAINS 616.13 LINEAR FEET OF ACCESS RIGHTS LYING AND BEING IN LAND LOTS 653 AND 688 OF THE 1ST - 2ND SECTION OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point 215.00 feet left of and opposite station 529+93.04 on said construction centerline laid out for SR400 (EXSTING) Mainline; thence N 44°55'48.9" E a distance of 616.13 to a point 220.00 feet left and opposite station 535+86.78 on said construction centerline laid out for SR 400 (EXISTING) Mainline, being the end of the retained limited access rights.

THIS CONVEYANCE IS MADE SUBJECT TO any existing easement, recorded or unrecorded, and surface, subsurface and/or above ground utility facilities, existing or permitted by the Department of Transportation, and existing over, under or upon the property at the time of this conveyance.





STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: July 13, 2026

AGENDA ITEM:

Purchase Approval: Small Government Enterprise Agreement and Annual Subscription with Environmental Systems Research Institute, Inc (ESRI)

Consideration of approval of the procurement of the small government enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. (ESRI) for three years at a fixed cost that is renewed annually in the amount of \$66,600.00, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the small government enterprise agreement annual subscription from Environmental Systems Research Institute, Inc. for three years at a fixed cost that is renewed annually in the amount of \$66,600.00, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$199,800.00 FOR THREE YEARS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$66,600

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$66,600

ITEM DESCRIPTION:

This agreement allows the City to deploy licenses to desktops and servers to support the Geographic Information Systems (GIS) needs of the City, including support for several systems that depend on location-based information.

This Environmental Systems Research Institute, Inc. (ESRI) enterprise agreement annual subscription is funded in the 2027 operating budget. A single quote is provided because ESRI is the only provider of the ESRI annual subscription.

This is the first year of a three-year agreement at a fixed cost that is renewed annually. The annual renewal of \$66,600.00 is an increase of 6% over the previous three-year agreement.

ALTERNATIVES:

There are no viable alternatives, as Environmental Systems Research Institute is the only provider of the ESRI GIS subscription.

ATTACHMENTS:

1. Q-568918-Alpharetta_SGEA_Renewal_2026

2. ESRI 2027 IT Budget Allocations



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/1/2026 To: 8/28/2026*

Quotation # Q-568918

Date: April 15, 2026

Customer # 41131 Contract #

City of Alpharetta
Information Technology Dept
2 Park Plz Rm 226
Alpharetta, GA 30009-3680

ATTENTION: Steven Wardrup
PHONE: (678) 297-6027
EMAIL: swardrup@alpharetta.ga.us

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 1	\$6,300.00	\$6,300.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 2	\$6,300.00	\$6,300.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168441	1	Year 3	\$6,300.00	\$6,300.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$199,800.00

Sales Tax: \$0.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Tyler Nuttall

Email:

tnuttall@esri.com

Phone:

(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 3/1/2026 To: 8/28/2026*

Quotation # Q-568918

Date: April 15, 2026

Customer # 41131 Contract #

City of Alpharetta
Information Technology Dept
2 Park Plz Rm 226
Alpharetta, GA 30009-3680

ATTENTION: Steven Wardrup
PHONE: (678) 297-6027
EMAIL: swardrup@alpharetta.ga.us

Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$199,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Tyler Nuttall

Email:

tnuttall@esri.com

Phone:

(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
---	---

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**ADDENDUM TO AGREEMENT BETWEEN
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. AND
CITY OF ALPHARETTA, GEORGIA**

Addendum

This Addendum supplements that certain Small Enterprise Agreement County and Municipality Government (E214-3) and Quotation #Q-568918 (collectively known as the “Agreement”), between **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**, a foreign corporation (the “Contractor”), and **CITY OF ALPHARETTA** a Georgia municipal corporation (the “City”) (the “Agreement”) of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Addendum supersede and control over any conflicting provisions written into the Agreement to which this Addendum is attached.

2. Term of Agreement.

The term of the Agreement (“Term”) shall commence as of July 23, 2026, and the Agreement shall terminate on July 22, 2029 (provided that certain obligations will survive termination/expiration of this Agreement). As the Term of the Agreement is longer than one year, the Parties agree that the Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on July 22 of each calendar (contract) year of the Term, and further, that the Agreement shall automatically renew on July 23 of each subsequent calendar (contract) year absent City’s provision of written notice of non-renewal for lack of funds to Contractor at least five (5) days prior to the end of the then-current calendar (contract) year.

3. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of the Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under the Agreement.

4. Confidentiality.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act. Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

5. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Contractor is only valid to the extent allowed by Georgia law.

6. Governing Law.

The Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as municipality of Georgia and as a party to the Agreement.

7. Force Majeure.

Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under the Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military body; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

8. Assignment of Agreement; Subcontractors.

Except for a sale of all or substantially all of the assets of Contractor, neither party may assign, sublicense, or transfer their rights or delegate their obligations under the Agreement, in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. The Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

9. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.**

Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless Contractor shall provide evidence of compliance with the E-Verify program and agrees that they will continue to use the federal work authorization program throughout the contract period. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

Contractor agrees that the “500 or more employees” employee-number category is applicable to it.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, including this Addendum, effective as of this _____ day of _____, 2026 (the “Effective Date”).

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.,
a foreign corporation**

By: _____

Name (printed): _____

Title (printed): _____

[CORPORATE SEAL]

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Approved as to substance:

By: _____ Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney Date

Department	Account	Amount
City Council	10011100-523900	\$ 957.29
City Administration	10013200-523900	\$ 683.78
City Clerk	10013300-523900	\$ 273.51
Economic Development	10013220-523900	\$ 410.27
Finance	10015100-523900	\$ 2,803.49
Information Technology	10017350-523900	\$ 1,914.58
Human Resources	10018400-523900	\$ 683.78
Court	10026500-523900	\$ 1,025.67
Police	10031100-523900	\$ 18,393.63
Jail	10031250-523900	\$ 2,051.33
Fire	10035100-523900	\$ 14,906.37
Public Works	10041010-523900	\$ 6,837.78
Recreation & Parks	10061100-523900	\$ 6,769.40
Community Development	10074100-523900	\$ 4,239.43
Development Authority	10013220-523900-AED00	\$ -
Solid Waste Fund	54015450-523900	\$ 136.76
E-911	21531800-523900	\$ 4,512.94
Total		\$ 66,600.00



STAFF REPORT

Department: Information Technology

Submitted By: Adam Montgomery

Meeting Date: July 13, 2026

AGENDA ITEM:

Purchase Approval: Multifactor Authentication (MFA) Software as a Service (SaaS) Subscription with Verinext Corp.

Consideration of approval of a purchase order to Verinext Corp., as the vendor to provide the annual MFA SaaS Subscription, in the amount of \$53,947.05.

STAFF RECOMMENDATION:

Approve the purchase with Verinext Corp. as the vendor to provide the annual MFA cybersecurity subscription renewal in the amount of \$53,947.05, 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: \$53,947.05

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$53,947.05

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$53,947.05

ITEM DESCRIPTION:

The MFA SaaS subscription allows the City to secure employee and user logins by requiring all accounts to use an additional factor, or multifactor, as part of the authentication process. This process is a requirement for CJIS compliance and cyber insurance, and a cybersecurity best practice.

This renewal is funded in the Fiscal Year 2027 budget, and three quotes were obtained. The lowest quote was provided by Verinext Corp. and is recommended for approval. Below is the breakdown of the quotes obtained. This renewal is \$1,820.35 lower than the Fiscal Year 2026 renewal.

CDWG: \$54,300.00
SHI: \$57,920.00
Verinext:\$53,947.05

Pursuant to Georgia codes 50-18-72 and 50-14-3, the cybersecurity details of this renewal do not require public release or discussion. The attached quotes have the cybersecurity details redacted.

ALTERNATIVES:

While two other vendors were considered, Verinext Corp. (the recommended vendor) provided the lowest cost

ATTACHMENTS:

1. Verinext Quote_Q-52145_2026-06-26_Redacted
2. FY 2027 IT Budget Allocations
3. CDWG PXJZ041_Redacted
4. SHI Quote-27668275_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] MFA - Renewal 2026

Prepared By:
Brian Hull
brian.hull@arctiq.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-52145
Quote Date: 6/27/2026
Expiration Date: 7/9/2026

[REDACTED] 08/11/2026 - 08/10/2027

Item No.	Description	Qty	Price	Ext. Price
[REDACTED]	[REDACTED]	1	\$0.00	\$0.00
[REDACTED]	[REDACTED]	905	\$59.61	\$53,947.05
[REDACTED]	[REDACTED]	1	\$0.00	\$0.00

Subtotal: \$53,947.05

Quote Summary:

Description	Amount
[REDACTED] 08/11/2026 - 08/10/2027	\$53,947.05

Subtotal: \$53,947.05

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/>. This order is non-cancellable and non-refundable and supersedes any terms and conditions in the customer MSA or any other binding documents.

Department	Account	Amount
City Council	10011100-523900	\$ 498.00
City Administration	10013200-523900	\$ 641.00
City Clerk	10013300-523900	\$ 356.00
Economic Development	10013220-523900	\$ 285.00
Finance	10015100-523900	\$ 1,708.00
Information Technology	10017350-523900	\$ 4,198.05
Human Resources	10018400-523900	\$ 356.00
Court	10026500-523900	\$ 641.00
Police	10031100-523900	\$ 10,035.00
Jail	10031250-523900	\$ 1,068.00
Fire	10035100-523900	\$ 9,608.00
Public Works	10041010-523900	\$ 4,270.00
Recreation & Parks	10061100-523900	\$ 11,245.00
Community Development	10074100-523900	\$ 6,192.00
Development Authority	10013220-523900-AED00	\$ 498.00
Solid Waste Fund	54015450-523900	\$ 71.00
E-911	21531800-523900	\$ 2,277.00
Total		\$ 53,947.05



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Hardware

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QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

ERIK WIDEMAN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXJZ041	6/22/2026		1024933	\$54,300.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
- subscription license - 1 user	905		\$60.00	\$54,300.00
Mfg. Part#:				
Electronic distribution - NO MEDIA				
Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)				

SUBTOTAL	\$54,300.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$54,300.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF ALPHARETTA PURCHASING OFFI 2 PARK PLZ ALPHARETTA, GA 30009-3680 Phone: (678) 297-6030 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF ALPHARETTA PURCHASING OFFI 2 PARK PLZ ALPHARETTA, GA 30009-3680 Phone: (678) 297-6030 Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Karina Steitz | 800.808.4239 | karina.steitz@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

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For more information, contact a CDW account manager.

Cisco

BY PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the [REDACTED] and Services directly from [REDACTED] and hereby agrees to the [REDACTED] terms and conditions [REDACTED] which can be found at [REDACTED] Customer Contract Experience site at the following [REDACTED] which includes [REDACTED] at the following URL:

[REDACTED] f, and the Offer Descriptions at the following URL: [REDACTED] and (2) that [REDACTED] or its affiliates and not Seller will be responsible for the performance of the [REDACTED] and Services.

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Pricing Proposal
Quotation #: 27668275
Created On: 6/22/2026
Valid Until: 7/21/2026

GA-City of Alpharetta

Erik Wideman

2 Park Plaza
Alpharetta, GA 30009
United States
Phone: 678-297-6243
Email: ewideman@alpharetta.ga.us

Inside Account Manager

Julian Paredes

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Julian_Paredes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 [REDACTED]	905	\$72.00	\$64.00	\$57,920.00
Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/11/2026 - Note MSRP/SHI Advertised List: \$72.00				
				Total \$57,920.00

Additional Comments

[REDACTED] apply to all hardware, software, cloud services, subscriptions, technical support and maintenance

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



STAFF REPORT

Department: Community Development

Submitted By: Jill Bazinet

Meeting Date: July 13, 2026

AGENDA ITEM:

Resolution: Incorporation of Brookside Park into the Big Creek Greenway System

Consideration and approval of a Resolution authorizing the incorporation of Brookside Park into the Big Creek Greenway System, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the City of Alpharetta to incorporate Brookside Park into the Big Creek Greenway System.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Alpharetta owns a 30.66-acre parcel adjacent to the Big Creek Greenway and Brookside office park on the westside of Big Creek off Old Milton Parkway. Portman Holdings, LLC is redeveloping Brookside office park into Brookside Village adjacent to this city owned parcel. As part of their redevelopment, Portman Holdings, LLC has proposed construction of Brookside Park on the city owned parcel. Brookside Park will include a 10-foot-wide concrete multi-use trail, raised boardwalks, bridges, seating lookouts, open lawn areas, natural play zones, exercise equipment, a hammock forest, wayfinding signage, kiosks, and multiple look trail options open to the public. The new multi-use trail will tie into the existing Big Creek Greenway trail system to promote connectivity, public engagement, and community interaction.

Once both phases of construction are complete, this resolution would allow Brookside Park to be incorporated into the Big Creek Greenway System.

ALTERNATIVES:

Reject and do not incorporate Brookside Park into the Big Creek Greenway System.

ATTACHMENTS:

1. Resolution to Incorporate Brookside Park with Ex. A



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA TO INCORPORATE BROOKSIDE PARK
INTO THE BIG CREEK GREENWAY SYSTEM**

WHEREAS, the City of Alpharetta owns a 30.66-acre parcel, tax parcel number 11002000030216, Fulton County, Georgia ("Alpharetta Parcel"), with Old Milton Parkway on the north side, the Big Creek Greenway on the west side, and Brookside office park on the east side (tax parcel number 11002000440365) ; and

WHEREAS, Portman Holdings, LLC ("Portman") has proposed a redevelopment of the Brookside office park to be called Brookside Village; and

WHEREAS, as part of the redevelopment Portman has proposed a Multi-Use Trail on the Alpharetta Parcel;

WHEREAS, the Multi-Use Trail, including sidewalks, boardwalks, and kiosks, will be connected to the existing Big Creek Greenway; and

WHEREAS, the Multi-Use Trail and its associated sidewalks, boardwalks, and kiosks, would be called Brookside Park; and

WHEREAS, the proposed Brookside Park plans have been attached as Exhibit A, including all its planned construction and improvements, including a 10-foot-wide concrete multi-use trail, raised boardwalks through wetland and floodway areas, bridges, seating lookouts, open lawn areas, natural play zones, exercise equipment, a hammock forest, wayfinding signage, kiosks, and multiple loop trail options consistent with the schematic design submitted by Portman Holdings; and

WHEREAS, the development of Brookside Park and its Multi-Use Trail will provide significant community benefits, including: expanding access to high-quality recreational amenities; enhancing safe pedestrian and cyclist connectivity between Old Milton Parkway, Brookside Village, and the Big Creek Greenway; supporting environmental protection through sensitive design features such as elevated boardwalks; strengthening economic vitality by improving access to surrounding businesses and increasing the appeal of the broader district; and creating engaging public spaces that promote outdoor activity, wellness, and community interaction; and

WHEREAS, once Portman has constructed both phase I and phase II of the Multi-Use Trail, Brookside Park will be incorporated into the Big Creek Greenway system.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta that the Brookside Park Multi-Use Trail and its associated sidewalks, boardwalks, and kiosks, upon completion will be incorporated into the Big Creek Greenway system.

SO RESOLVED this _____ day of _____, 2026.

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:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

EXHIBIT A
[SEE ATTACHED]



PORTMAN

Brookside Multi-Use Trail
Schematic Design v2

97479.00

02.09.2026

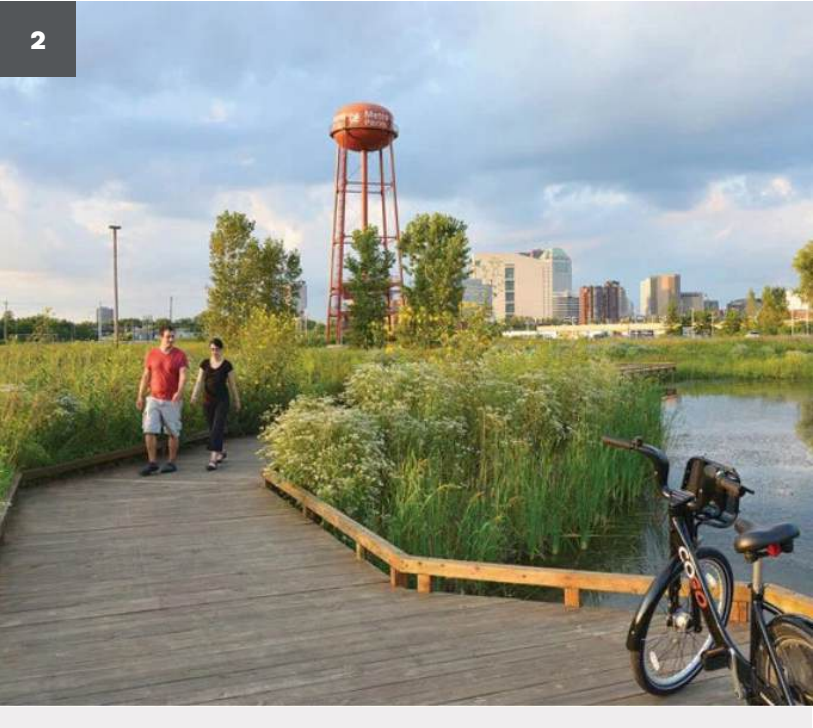
01
Look + Feel

02
Trail Master Plan

01

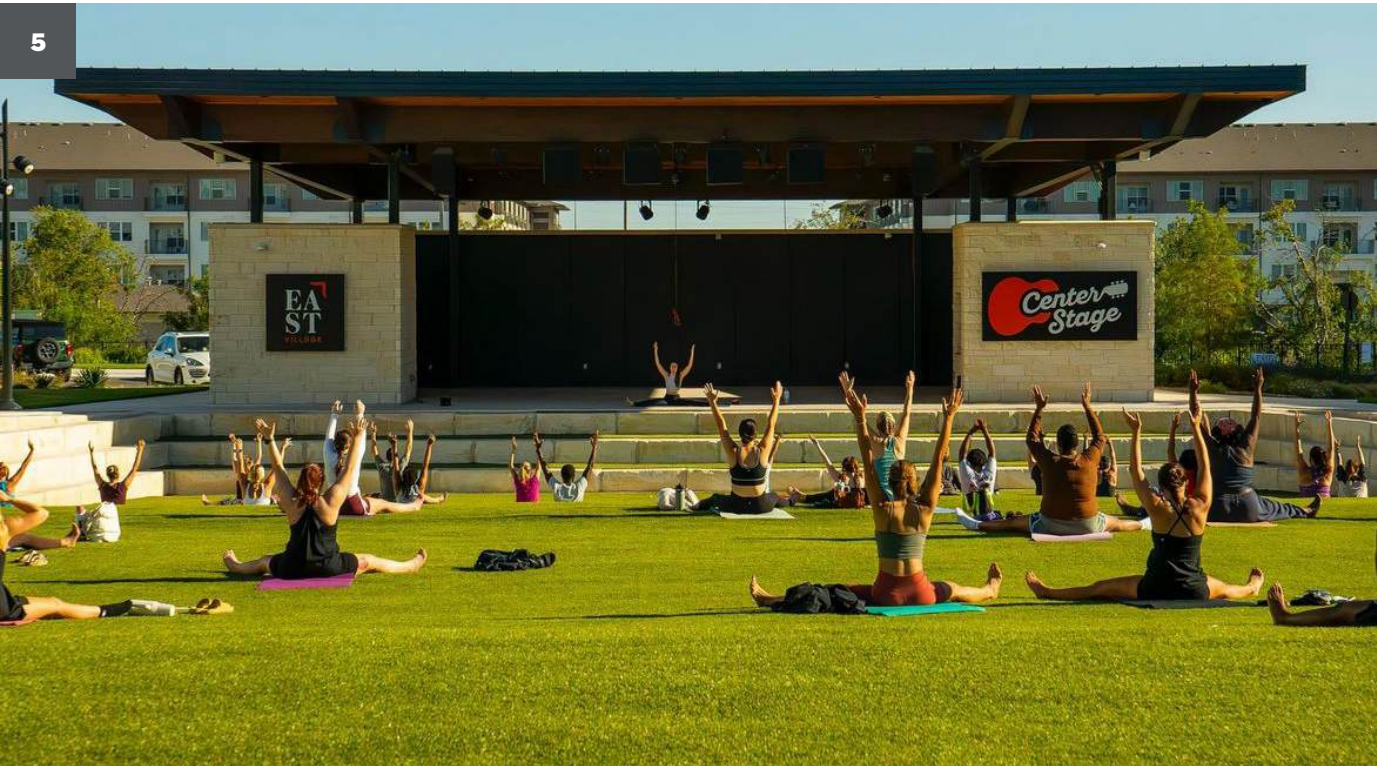
Look & Feel

MULTI-USE TRAIL
Look + Feel



PARK AMENITIES

Look + Feel



02

Trail Maps

BROOKSIDE VILLAGE

Existing Conditions

LEGEND

- Existing Greenway Trail
- Existing Pedestrian Walkway



BROOKSIDE VILLAGE
Multi-Use Trail Master Plan

LEGEND

- Existing Greenway Trail
- Future Brookside Parkway Complete Street
- Proposed Greenway Connector Concrete Trail 10' Wide
- Existing Pedestrian Walkway
- Proposed Bridge
- Proposed Wayfinding Monument/ Art
- Proposed Wayfinding Signage
- Proposed Look Out / Seating
- Raised Boardwalk @ Assumed Wetland
- Open Lawn
- Exercise Equipment
- Natural Play
- Hammock Forest

SWITCHBACK TO BROOKSIDE PHI

ALTERNATE A

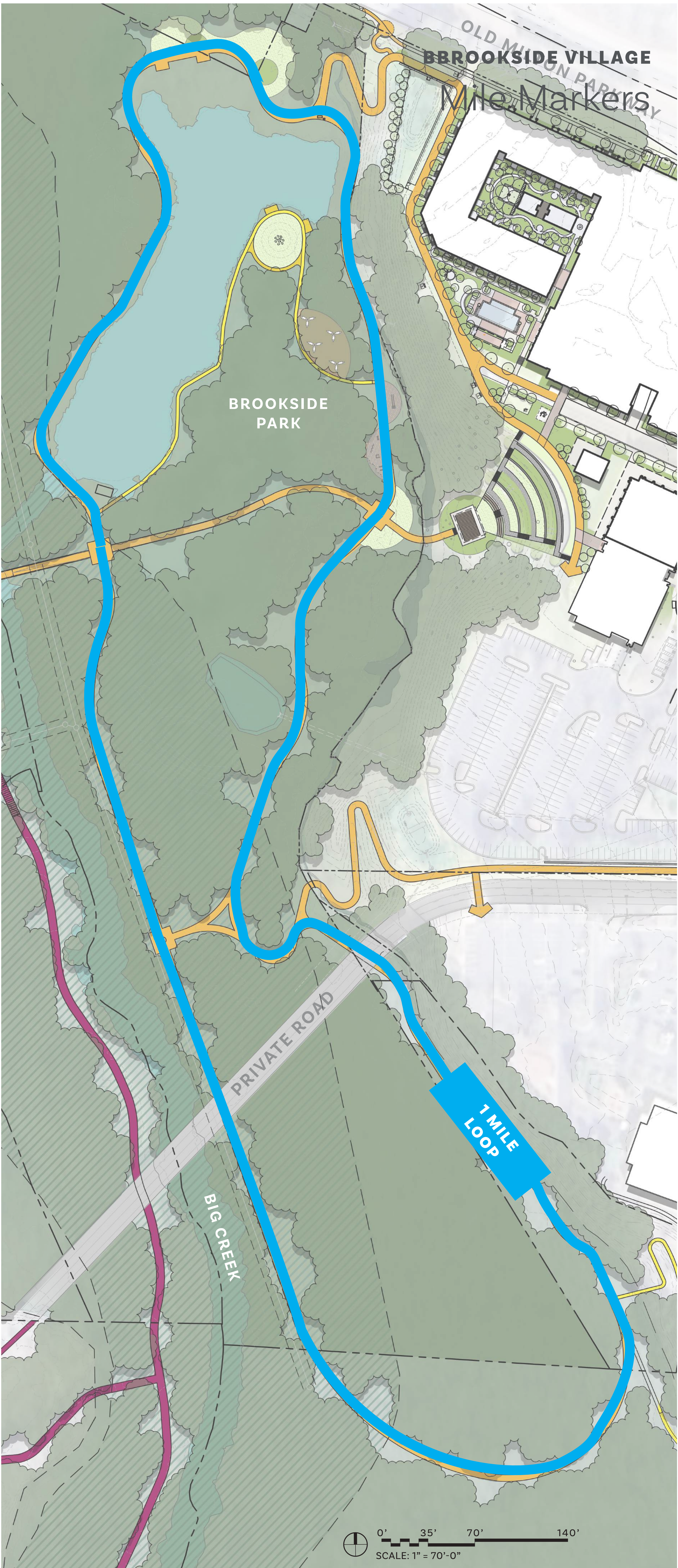
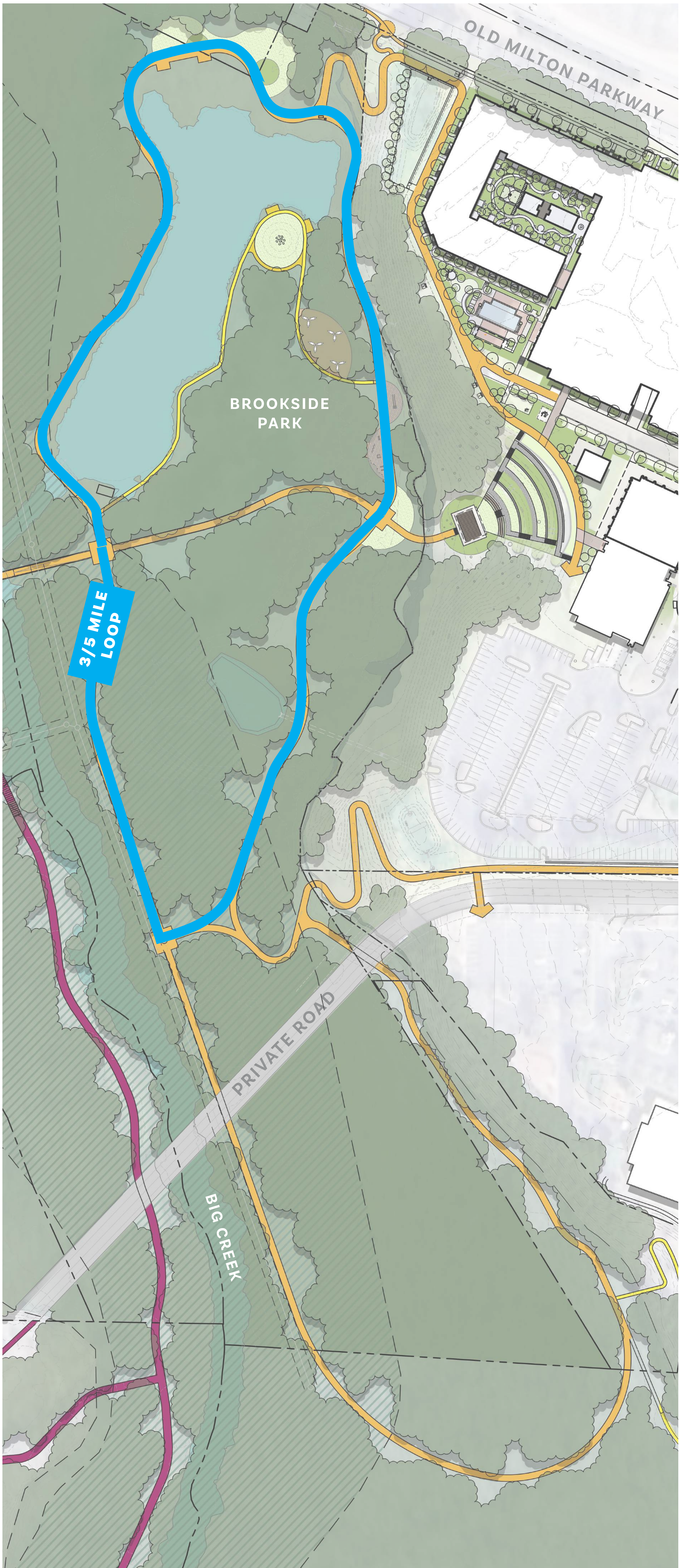
ALTERNATE B

GREENWAY TO BROOKSIDE VILLAGE CONNECTION

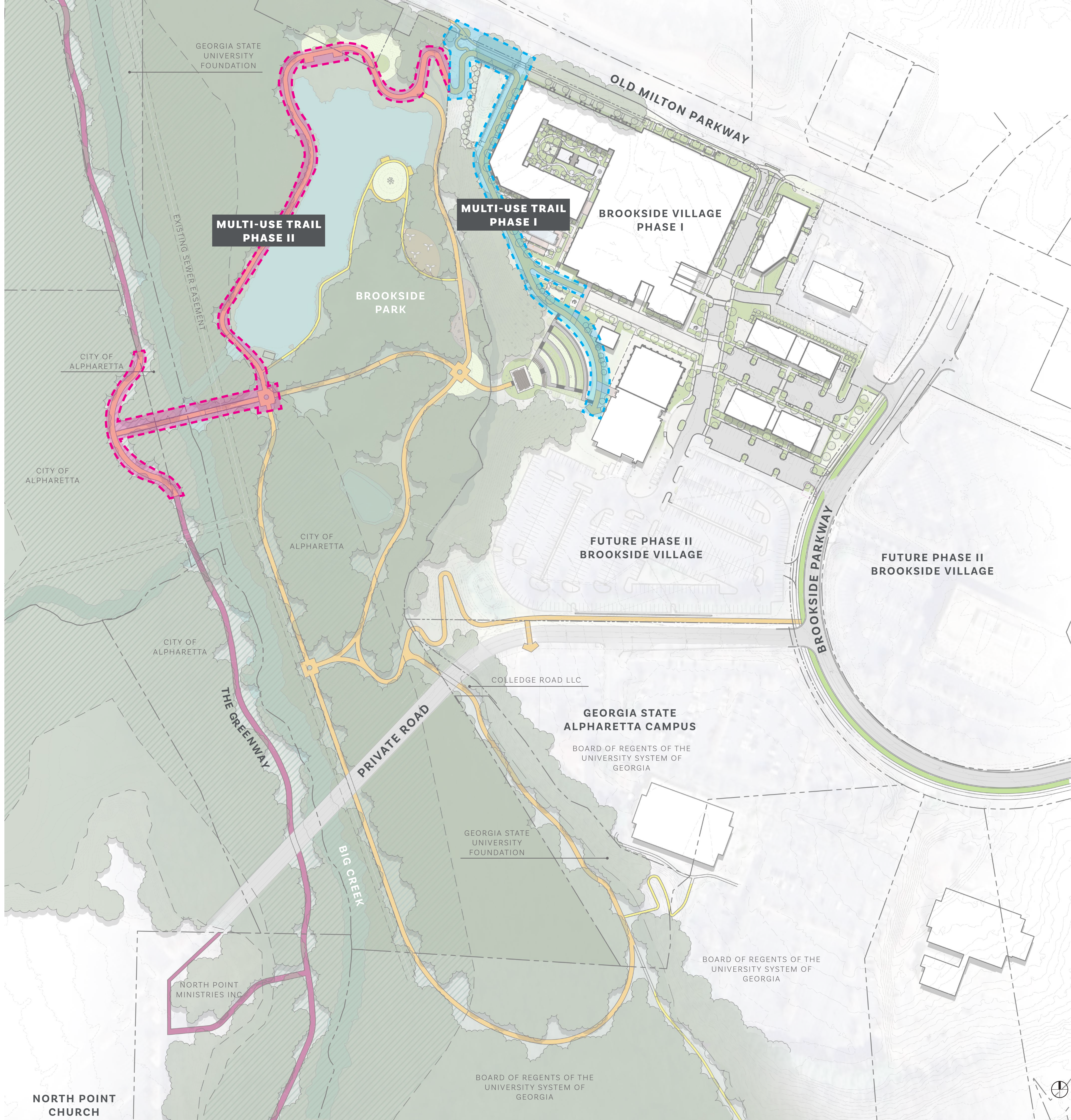
NORTH POINT CHURCH

SWITCHBACK TO BROOKSIDE PHII

0' 35' 70' 140'
SCALE: 1" = 70'-0"



BROOKSIDE VILLAGE Phasing Plan



Thank You!



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 13, 2026

AGENDA ITEM:

Discussion on Public Art — Dazzle and Discord

Discussion on Dazzle and Discord — Outdoor-On-Loan Exhibit for 2026-2028.

STAFF RECOMMENDATION:

Discuss Public Art and Provide Direction

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Public Art Program Capital Account/30161150 544100 C1807	\$90,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

Bi-yearly, the City of Alpharetta contracts with Arts Alpharetta to produce the Outdoor-On-Loan Sculpture Exhibit. The 2026–2028 exhibit proposes a collection of (10) new sculptures, including (8) pieces for existing locations and (2) for newly added sites.

The Cultural Arts Commission is requested to review each sculpture individually, considering artistic merit and location suitability, to determine which works should advance for recommendation to the Mayor and City Council. Recommendations may range from (1) sculpture to all (10) sculptures.

Proposed sculpture installations are scheduled for approximately August–September 2026. Any changes to the proposed sculptures may have an impact on the overall project timeline, as the Call for Artists and curation process would need to be reopened and repeated for each sculpture not approved to move forward.

Arts Alpharetta, Inc. provides turn-key services for all aspects of the project, including artist outreach and communication (from issuing the call for artists to executing rental agreements and payments), curation, project budget management, installation, deinstallation, and marketing.

Although Arts Alpharetta, Inc. is contracted to manage the Outdoor-On-Loan Sculpture Exhibit, the nonprofit organization dedicates all project funding directly to the exhibit and volunteers their organization's time to support the public art initiative.

The City of Alpharetta, Arts Alpharetta, and the Alpharetta Convention & Visitors Bureau also partner to produce an Art Walk brochure, which serves both residents and visitors and supports the promotion of cultural tourism.

ALTERNATIVES:

Request the Public Art Committee re-review the application once more to suggest additional modifications.

ATTACHMENTS:

1. Dazzle and Discord FINAL Version

Dazzle and Discord

Alpharetta's Outdoor Exhibit
Art on Loan

June 2026



Dazzle
and
DISCORD

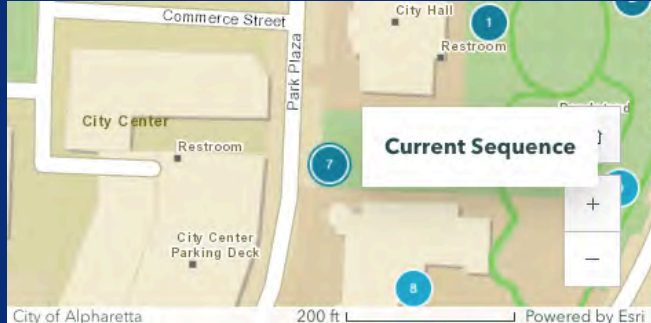
Alpharetta's Outdoor Exhibit
Art-on-Loan

artsalpharetta.org

Nouveau Crane

Location on Park Place

Replacing Current Sequence



Current Sequence
by Jacob Burmood

This sculpture is based on the fluid movement of the human body while dancing. It is an abstraction that emphasizes the rhythm and mobility rather than the typical recognizable details of the figure. Movement occurs in a particular sequence, and this sculpture is designed to capture



A Crack in the Past

Location Parking Garage

*12 Feet Walking Space Between
the Two Pieces*



Wonder Location behind Library and City Hall

Replacing Tangent Circles



the rescue of the king of the beasts. In this work at the Alpharetta Library, the lion is trapped in a book as the mouse gnaws through the rope to free him.

9 Tangent Circles
by Mary Ruden

Tangent Circles is a sculpture designed to inspire and invite the viewer to walk around the piece and experience the changes in its geometry. It has an exciting red color and silver-colored stainless steel accents. It contains some recycled metal elements. The



Sentry
Location
Brooke Street Park
near Little River

Replacing Positivity



3 Positivity
by Cecelia Moseley

Positivity explores the dynamic interplay between positive and negative spaces, where the negative space subtly contrasts with the positive form. This balance reflects the lived experience of individuals with cognitive learning disabilities, which often go unnoticed. In our society, physical disabilities may be more apparent, but neurological disorders allow individuals to blend in, creating a dual reality of presence and absence.

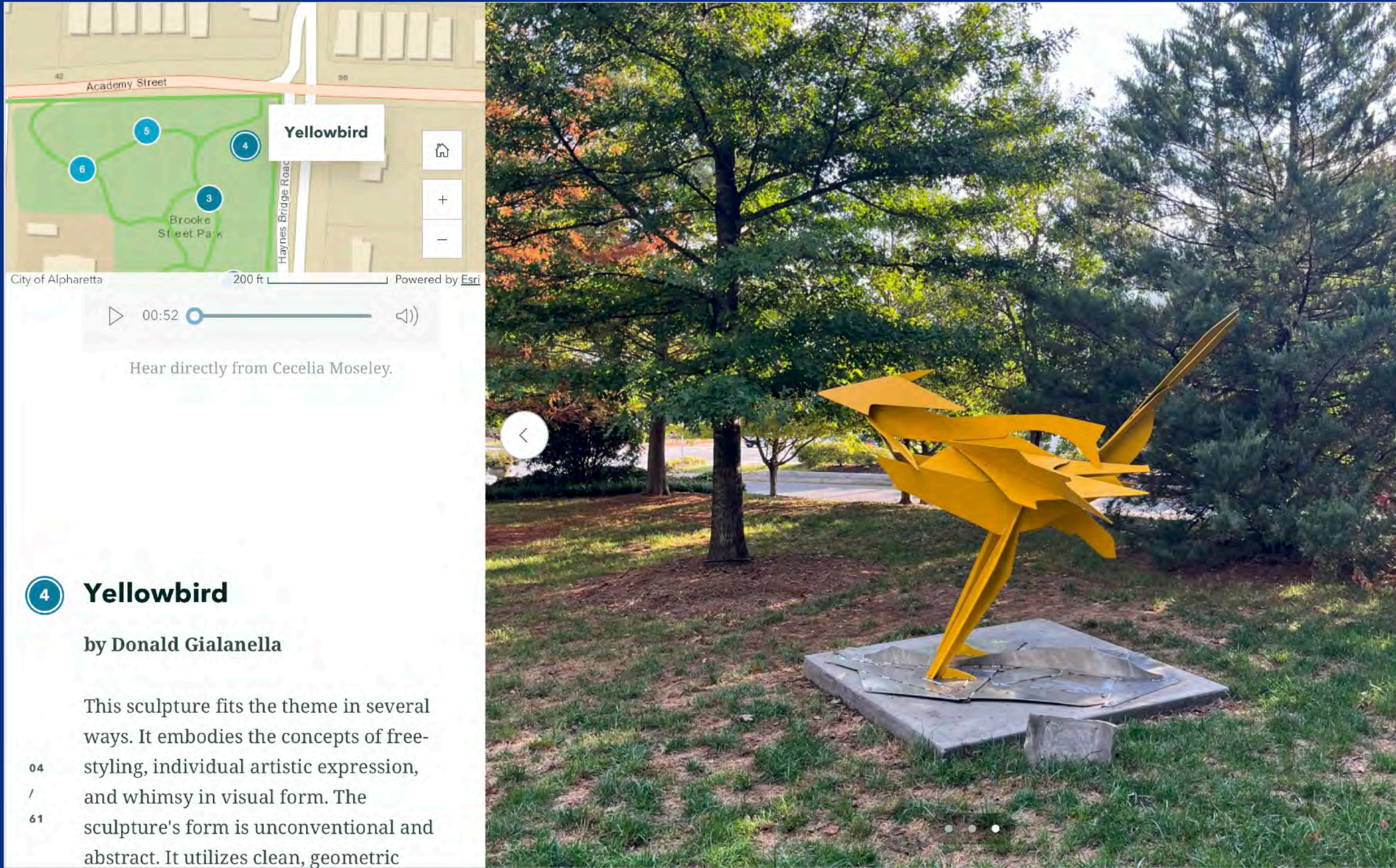


Just One Look

Location

Brooke Street Park at corner of Haynes Bridge Road and Academy Street

Replacing Yellowbird

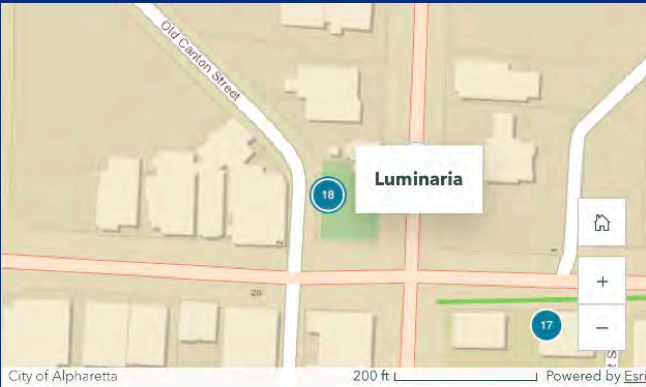


Urban Flow

Location

Milton Avenue Park

Replacing Luminaria



City of Alpharetta 200 ft L Powered by Esri

18 Luminaria

by Stephen Landis

The sculpture is fitted with 3 dozen glass cabochons on the surface which (at darkness) are illuminated by LED lights inside the piece and during the daylight hours they reflect the sun's light. The resulting glow engages viewers to view and discuss the how, what and why of the sculpture. Luminaria is derived from Latin and generally means "light source". The sculpture seeks to honor a woman or women who has or have brought or are bringing a special light into someone or some peoples life or lives. *Due to construction, this piece does not have power to illuminate at night.*



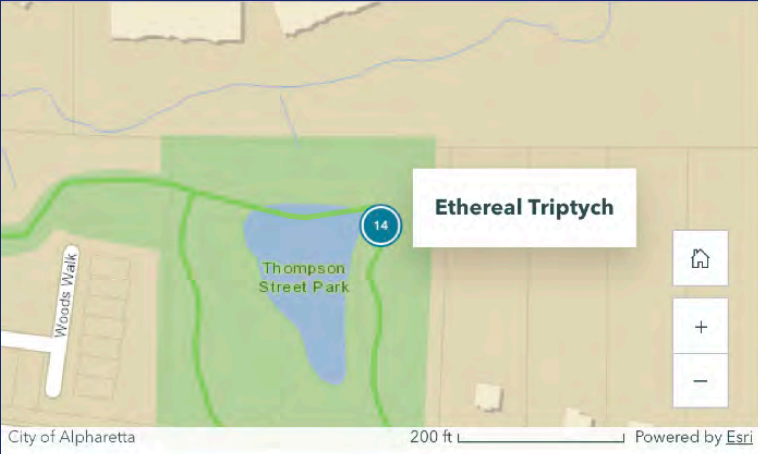


Vertex Vortex

Location

Thompson St Park

Replacing *Ethereal Triptych*



City of Alpharetta 200 ft Powered by Esri

14 Ethereal Triptych

by Lawrence Feir

Ethereal Triptych is an engaging kinetic wind sculpture that captures the attention of those who gaze upon it. Forever turning, the sculpture interacts with the natural light, and its memorizing form morphs as it rotates around a central axis. This installation is *Ethereal Triptych's* premier in public art.

14 / 61 This piece is part of the temporary exhibition titled "RIFF" and is for sale. Interested buyers should click the button to connect with Arts



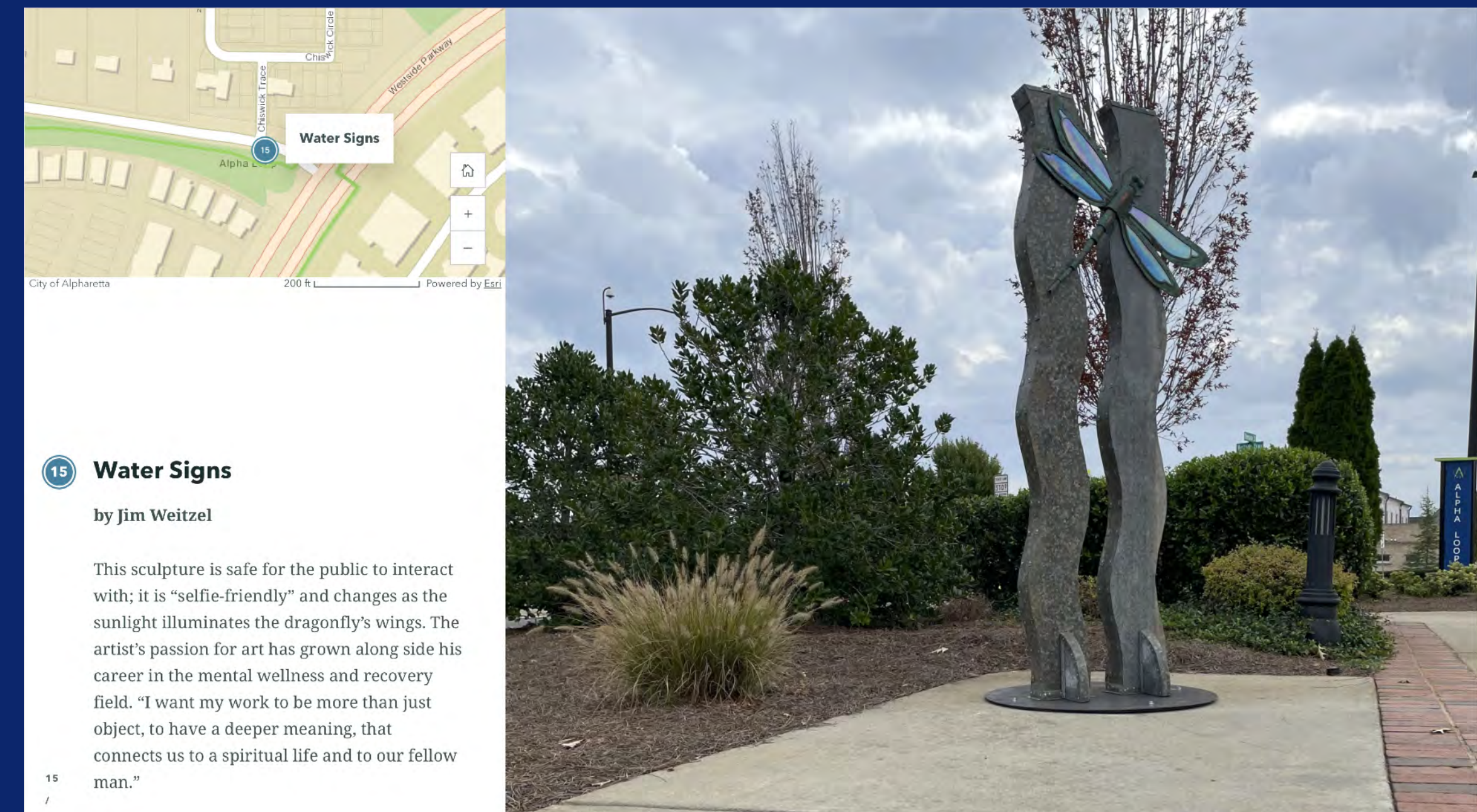


King of the Prairie

Location

Thompson Street near Avalon

Replacing Water Signs



Rising Spirits
Location
**WEBB BRIDGE
PARK**



Red-Green Construction Location

Greenway Entrance at Union Hill Park



Alternate Sculpture....
Burgeon Column, Flowers for Richard,
For the Love of Steel
No Location





STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 13, 2026

AGENDA ITEM:

Discussion on Public Art — Lamp Post Gallery

Discussion and direction regarding a Yearly Outdoor Art Gallery on Lamp Posts.

STAFF RECOMMENDATION:

Discuss Public Art and Provide Direction

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

BACKGROUND:

Arts Alpharetta, a local nonprofit dedicated to expanding arts engagement in the community, requests approval to create, fund, install, and maintain an annual outdoor art gallery using city-owned lamp posts.

The proposal includes installing (42) original artwork banners at two locations along Kimball Bridge Road: Southeast corner of North Point Parkway & Southeast corner of Waters Road.

The project adds public art to the east side of Alpharetta and is entirely turnkey through Arts Alpharetta, with consultation from City staff.

Arts Alpharetta issued a public Call for Artists and submitted (45) artworks for public art review. A Public Art Review Committee—comprised of one Arts Alpharetta representative and three City Arts & Culture staff—reviewed all submissions and (42) artworks were approved.

This initiative was developed with guidance from Midtown Alliance, whose outdoor gallery program includes more than 300 artworks across Atlanta. Their model informed the planning for this Alpharetta installation.

The Alpharetta Convention and Visitors Bureau will support the project through funding and marketing. Cultural Services staff will provide oversight and consultation. The outdoor gallery will function as a walkable public art experience and will be added to the City's online Public Art Walk Story Map.

PUBLIC ART REVIEW COMMITTEE RECOMMENDATION:

The Public Art Review was held on March 10, 2026, and recommended approving the application with (42) artwork banners.

ALTERNATIVES:

Request the Public Art Committee re-review the application once more to suggest additional modifications.

ATTACHMENTS:

1. Artscape Exhibit Reduced (24) Banners

01 - KB64 Title Banner



02 - KB61 Doggie



03 - KB58 Serene Heron Haven



04 - KB55 Peonies Glory



05 - KB52 Under Protection



06 - KB49 School Girl



07 - KB42 Dicks Creek



08 - KB39 Hayride



09 - KB36 A Pop of Spring



10 - KB33 #Equation



11 - KB30 Sapphire Girl



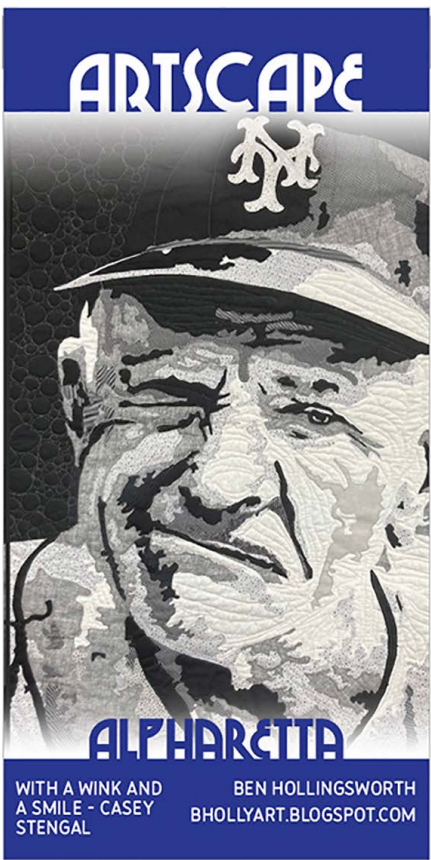
12 - KB27 Gathering



13 - KB24 Let Your Love Light Shine



14 - KB21 With a Wink and Smile



15 - KB18 Essence of Summer



17 - KB12 Dragonfly



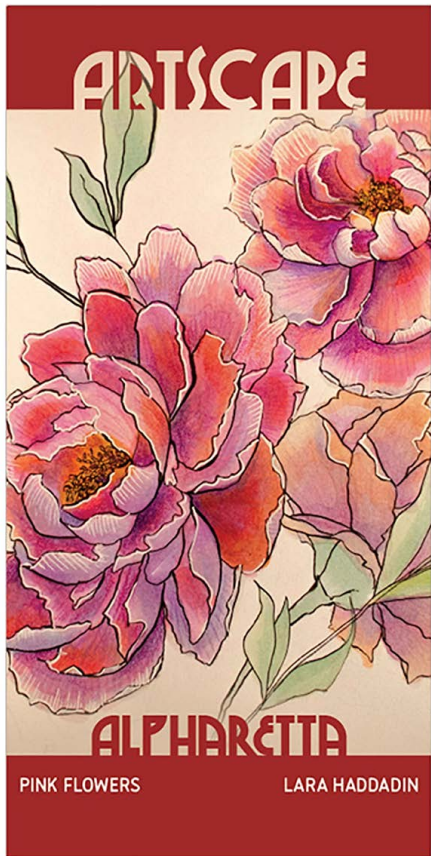
18 - KB09 Spring Flowers



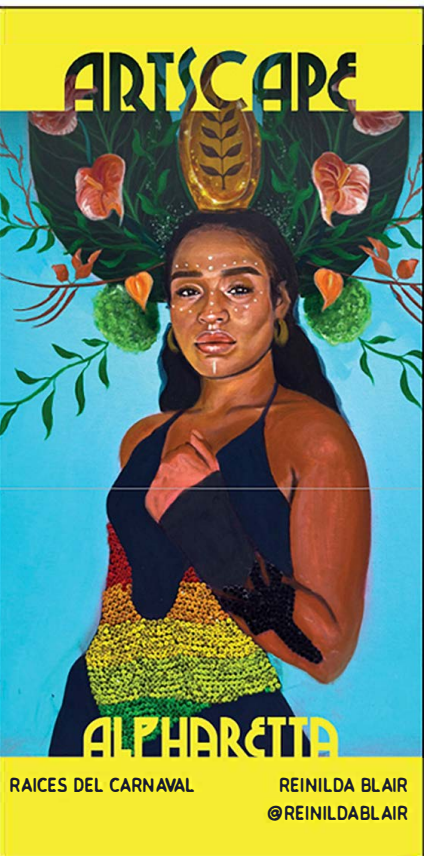
19 - KB06 Carnival Kaleidoscope



20 - KB03 Pink Flowers



25 - Races Del Carnaval



22 - The Cast



23 - Conch Shell

