



CITY COUNCIL MEETING & PUBLIC HEARING SEPTEMBER 14, 2026

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 8/24/2026)**
Consideration and approval of the City Council meeting minutes from the meeting of August 24, 2026.
 - B. **Public Art Application — Webb Bridge Park Tunnel Mural**
Consideration and approval of a mural in the Webb Bridge Park Tunnel.
 - C. **Financial Management Report (Month Ending July 31, 2026)**
Consideration and approval of the Financial Management Report for the month ending July 31, 2026.
5. **PUBLIC HEARING**
 - A. **Announcement of Public Hearing Procedures**
 - B. **PH-26-16 116/126 North Main Street – Change of Condition**
Consideration of a change of conditions to allow a portion of the rooftop to be enclosed on the building closest to North Main Street. The enclosed space and outdoor rooftop would be used for a restaurant. The enclosed space represents a 4th floor on the building. The property is located at 116 & 126 North Main Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.
 - C. **MP-26-13 / CU-26-11 Royal 400 Data Center**
DEFERRED: This item has been deferred by Staff, and it will not be considered at this meeting.
Consideration of a request for master plan amendment and conditional use to allow a Georgia Power substation in conjunction with an expansion at an existing data center on 38.8 acres in the Royal 400 Master Plan. The applicant requests to amend the Royal 400 Master Plan to add 'Utility Substation' as a conditional use and a conditional use is requested to allow a 'Utility Substation' at the applicant's property. The property is located at 4905 North Point Parkway and is legally described as being located in Land Lots 850, 851, 858 & 859, 1st District, 2nd Section, Fulton County, Georgia.
6. **NEW BUSINESS**
 - A. **Agreement: Right to Enter at 1325 Mid Broadwell Road**
Consideration and approval of a Right to Enter Agreement between Judith M. McDaniel, Sole Trustee of the Burton and Judy McDaniel Revocable Trust and the City of Alpharetta and with the authorization for Mayor to execute all necessary documents.
 - B. **Landscape Maintenance Contract Extensions — Citywide by Russell Landscape and SR 400 by Georgia Green**
Consideration of approval of the extensions for Russell Landscape's Contract No. 22-104/22-105 in the amount of \$704,638.98 and Georgia Green's Contract No. 22-111 in the amount of \$186,213.70 in the form of two one-year (12-month) renewals, and authorize the Mayor to execute all necessary documents.

C. Microsoft Enterprise Agreement Addition for Cloud Services with Dell Marketing LP

Consideration of approval of the procurement of the addition of Cloud Services to the current three-year Enterprise Agreement with Microsoft from Dell Marketing LP for the amount of \$342,160.00 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

D. Speed Reduction Recommendation on Canton Street - North of Milton Avenue

Consideration of a motion to reduce the speed limit on Canton Street - North of Milton Avenue - from 30 miles per hour to 25 miles per hour and petition the Georgia Department of Transportation to approve the same.

E. Agreement: Points of Light, Lowe's Community Impact Grant Partners

Consideration and approval of an agreement between Points of Light (Lowe's Community Impact Grant Partners) and the City of Alpharetta for the award of grant funds in the amount of \$300,000, and with authorization for the Mayor to execute all necessary documents.

7. WORK SESSION ITEMS

A. Natural Resources Commission Update

B. Discussion regarding an Alpharetta Rotary Winter Parade

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: September 14, 2026

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 8/24/2026)

Consideration and approval of the City Council meeting minutes from the meeting of August 24, 2026.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<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:

ALTERNATIVES:

ATTACHMENTS:

1. 2026-08-24 CC Minutes



City Council Meeting & Public Hearing

AUGUST 24, 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 Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

- Council Members
 - Mayor Jim Gilvin
 - Mayor Pro Tem Dan Merkel
 - T. Kirk Driskell
 - Katie Reeves
 - Douglas J. DeRito
 - John Hipes
 - Fergal M. Brady
- Staff
 - Chris Lagerbloom, City Administrator
 - John Robison, Assistant City Administrator
 - David Dove, City Attorney
 - Lauren Shapiro, City Clerk
 - Grace Orehosky, Deputy City Clerk

- Adam Montgomery, Director of Information Technology
- Brad Dekinger, Chief of Fire
- Charlie Jewell, Director of Economic Development
- Deanna McKay, Public Communication & Engagement Coordinator
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Trent Lindgren, Chief of Police
- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

- Council Member Driskell requested to remove Item B. Sponsorship Approval: GA Recovery Bus Tour Community Event to be held at Brooke Street Park on September 10, 2026 and shared that he will be recusing himself from this item.

A. City Council Meeting Minutes (Meeting of 08/17/2026)

Approval of the City Council meeting minutes from the meeting of August 17, 2026.

❖ Mayor Pro Tem Merkel offered a motion to approve the consent agenda without Item B.

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

B. Sponsorship Approval: GA Recovery Bus Tour Community Event to be held at Brooke Street Park on September 10, 2026

Consideration and approval of a \$2,500 Recovery Partner sponsorship to Vision Warriors for the September 10, 2026, #GARECOVERS Bus Tour event at Brooke Street Park, with funding from the City's Opioid Settlement Funds.

PUBLIC COMMENTS:

There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to Item B. Sponsorship Approval: GA Recovery Bus Tour Community Event to be held at Brooke Street Park on September 10, 2026.
 - Council Member D seconded the motion.
 - The motion was approved (6-0-1; with Council Member Driskell in abstention).

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, David Dove, announced the public hearing procedures.
 - ❖ Council Member DeRito offered a motion to extend the opportunity to allow any member of the public to speak for 3 minutes and to provide additional time to the applicant to present their case, if they need it.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (7-0).

B. MP-26-06/Z-26-05/CU-26-04/V-26-08 North Point Sports & Entertainment District

Consideration of a master plan amendment, rezoning, conditional use and variances to allow for the redevelopment of North Point Mall with a mixed-use development consisting of approximately a 20,000-seat hockey arena, 4,000-seat music hall and performing arts center, 2,000-seat team practice facility and community hockey rink, movie theater, 30,000 square foot hotel conference center, 350-room full-service hotel, 300-room hybrid hotel, 750,000 square feet of office, 565,000 square feet of retail/restaurant, 1,385 'For-Rent' dwelling units, and 26 acres of public parks, plazas and multi-use trails on 98.58 acres in the North Point Overlay. A master plan amendment is requested to the North Point Mall Master Plan to allow for the proposed mixed-use development. A rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use) and a conditional use is requested to allow 'Dwelling, 'For-Rent' use, to increase residential density, and to increase non-residential building height. Variances are requested to Unified Development Code (UDC) Subsection 2.2.20(B)(4) to reduce the minimum percentage of office, UDC Subsection 2.5.4 to increase the distance requirement for off-site parking, UDC Subsection 2.10.3 to modify streetscape requirements, UDC Subsection 2.10.4 to modify block and access requirements, UDC Subsection

2.10.3(D) to increase residential building height, and UDC Subsection 3.2.2 to allow an encroachment into the Georgia 400 Tree Buffer. The property is located at 0 North Point Drive, 0 Rock Mill Road, 1000 North Point Parkway, and 2000, 4000, 4500, 5000 & 6000 North Point Circle and is legally described as being located in Land Lots 687, 688, 689, 700, 701, 702, 742, and 743, 1st District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- Director of Community Development, Kathi Cook, came forward to present this item.
- Brian Bolick, Transportation Engineer with AtkinsRéalis, came forward to present this item.
- The applicant, Jamestown, is requesting a master plan amendment, rezoning, conditional use and variances to allow for the redevelopment of North Point Mall with a mixed-use sports and entertainment district consisting of a 20,000-seat NHL hockey arena, 2,000-seat practice/community ice sheets, 565,000 square feet of commercial uses (includes 342,000 square feet existing anchors), 750,000 square feet of office, 1,385 'For-Rent' dwelling units, 1,139-seat cinema, 4,000-seat music hall, 650 hotel rooms, 30,000 square foot hotel conference center, and
- 26.86 acres of open space on 98.58 acres in the North Point Overlay. The proposed residential density is 14.04 dwelling units per acre. A master plan amendment is requested to the North Point Mall Master Plan to modify the development mix and development regulations, and a rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use). A conditional use is requested to allow 'Dwelling, 'For-Rent', increase allowable residential density, and increase non-residential building height. Variances are requested to allow the MARTA ELT and multi-use trail in the Georgia 400 buffer; reduce MU office percentage; modify block, access, and streetscape requirements; allow off-site parking greater than 500' from the property; and increase residential building height. The property is located at 1000 North Point Parkway, 4500 North Point Place, 0 & 5000 North Point Drive, 2000 & 6000 North Point Circle, and 0 Rock Mill Road.
- The request was considered at the August 6, 2026 Planning Commission meeting. There were eight (8) public comments in favor and one (1) in opposition to the request. Those in favor stated that the Mall is outdated and is in need of redevelopment, proposal aligned with the

comprehensive plan, need entertainment, will add foot traffic to the area, increase tax digest, Alpharetta will be a pass through community with a distressed mall if hockey goes to Forsyth, no concern over retail competition, thoughtful development, proposal is an opportunity for the City, office demand is strong in and around mixed-use developments, will bring jobs, place to make family memories, and creating a destination. The speaker in opposition stated that he was on the fence regarding the proposal, with concerns that the proposal is moving too fast, fears of an empty arena with no hockey team, cannibalize retailers from Avalon and other locations in Alpharetta, why tear down the movie theater, why more office is needed, and too far from the airport. After discussion, the Planning Commission recommended approval subject to the staff recommended conditions and accepting a change to condition #15 from the applicant, as well as additional changes from the Planning Commission. Vote 4-3.

- Staff recommends that Mayor and Council approve MP-26-06/Z-26-05/CU-26-04/V-26-08 North Point Sports & Entertainment District, subject to the following conditions:
 1. Approximately 98.58 acres shall be zoned to MU and developed substantially similar to the site plan prepared by Kimley-Horn, dated 8/17/26, except as modified by these conditions.
 2. Exterior modifications to existing buildings and new buildings shall be consistent with the submitted renderings, with final approval by DRB. Architectural design shall use high-quality materials such as brick, stone, cementitious panels, metal accents, and glazing systems consistent with the EcoDistrict character. Buildings over 7 stories shall be stepped back a minimum 15' above the 4th story, as approved by DRB. Buildings shall incorporate façade articulation, step-backs, transparency, pedestrian-scale frontage, and architectural consistency across the district, as approved by DRB.
 3. Development regulations shall be as follows:
 - a. Arena & Practice/Community Ice – A minimum 17,500 seat and maximum 20,000 seat arena shall be permitted with a maximum building height of 170' (as measured from the internal street at the main entrance to the arena). Practice/community ice sheets shall be permitted with a maximum 2,000 seat capacity and maximum building height of 4 stories or 80', whichever is less.

- b. Commercial – Maximum 565,000 square feet of retail/restaurant uses (new and existing) shall be permitted in freestanding and mixed-use buildings. Non-residential uses (retail, restaurant, office, and 'For-Rent' amenities) on the ground floor of the 'For-Rent' buildings shall not count against the maximum commercial and office entitlements or require additional parking. Freestanding commercial building height shall not exceed 4 stories or 80', whichever is less. Drive-through restaurants shall not be permitted. Rooftop and outdoor dining areas shall not count against the maximum commercial entitlement or require additional parking.
- c. Office – Maximum 750,000 square feet of office shall be permitted in freestanding buildings no greater than 14 stories or 200', whichever is less. Additional office shall be permitted when exchanged for commercial, 'For-Rent' residential (1,000 SF per unit), or hotel (500 SF per hotel room) entitlements.
- d. Hotel – Maximum 650 rooms shall be permitted in two (2) freestanding or mixed-use (limited to retail on the first floor) buildings no greater than 20 stories or 300' whichever is less. Hotels shall be 4-star (AAA Diamond Program), or higher and similar in quality to a Loews, Curio, or Autograph Collection. Accessory uses shall be limited to restaurant, spa, fitness center and conference space. Minimum 10,000 square feet of conference space shall be provided with a maximum of 35,000 square feet; and shall include a minimum 7,500 square feet of outdoor pavilion space for weddings and other events. Both hotels shall include on-site full-service restaurants and banquet kitchen capable of serving full-scale events. Hotels shall provide direct pedestrian connectivity to the arena and music hall.
- e. 'For-Rent' Residential – If the National Hockey League (NHL) awards a franchise team to the North Point site, up to 1,385 'For-Rent' units shall be eligible for an LDP and CO's based on the available units by year as depicted in the 'For-Rent' Request - Recommended CO Year table in this staff report. Up to 2 'For-Rent' buildings may have a building height up to 20 stories or 240', whichever is less, and all other buildings shall not exceed 7 stories or 90', whichever is less. 'For-Rent' units shall be limited to studio, one (1), two (2), and three (3) bedrooms. A maximum of 65% of units shall be studio or one (1) bedroom and no more than ten percent (10%) shall be three (3) bedroom units. 'For-Rent' units shall have first-class amenities, including a pool, fitness

center, secured parking, resident's lounge, business center, on-site management office and secure elevator access.

Concurrency: 600 'For-Rent' units shall be eligible for CO after building permits are issued for a minimum of 300,000 square feet of retail (including retail anchors, new retail, restaurants, and a minimum 3,500 square foot neighborhood grocery) and the cinema. A CO shall not be issued for the remaining 'For-Rent' units until the arena super structure (foundation, all supporting steel and concrete), 350,000 square feet of office, and internal section of Alpha Loop is constructed and shall be eligible for a CO based on the available units by year as depicted in the 'For-Rent' Request – Recommended CO Year table in this staff report.

Reversion: If construction does not commence on the 'For-Rent' units by August 24, 2031, or if the NHL does not approve a hockey team at the site before August 24, 2031, then zoning entitlements shall revert to current zoning of the property.

- f. Other Uses – A performing arts or music hall with a maximum seating capacity of 4,000 seats shall be permitted in a building with a maximum height of 80'. A cinema with a maximum seating capacity of 1,139 seats shall be permitted in a building with a maximum height of 80'.
 - g. Parking Decks – Maximum height shall not exceed 7 stories or 95', whichever is less. Parking decks visible from North Point Circle or Georgia 400 shall be treated with comparable materials and finishes as the building they serve and/or screened from view with evergreen landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
- 4. Active uses, including retail, restaurant, office and 'For-Rent' amenities, shall be required in all 'For-Rent' buildings and located on the ground-floor space along storefront streets and shall have a minimum first floor height of 14' and depth of 30', as approved by Staff. Ground-floor residential units shall have individual walkouts connecting to the sidewalk system.
 - 5. The Master Plan area shall be limited to the following uses and further restricted by conditions of zoning:
 - a. Arena and Indoor Practice/Community Ice Sheets

- b. Retail
 - c. Restaurant
 - d. Office (professional, medical and research and development)
 - e. Hotel (boutique hotel and hotel)
 - f. Residential ('For-Rent' and 'For-Sale')
 - g. Performing Arts/Music Hall
6. Uses shall be customarily accessory to or amenities for residential, office, and sports and entrainment uses, limited to the following:
- a. Amphitheater
 - b. Animal Hospital, Small Animal
 - c. Art Gallery
 - d. Athletic Facility
 - e. Auditorium
 - f. Automotive Sales Showroom (limited to one (1) not to exceed 5,000 SF and outside car storage display limited to no more than 5 vehicles)
 - g. Bakery
 - h. Bank
 - i. Barber Shop
 - j. Beauty Shop
 - k. Book Store
 - l. Bowling Alley
 - m. Brewery or Distillery
 - n. Dance and Fitness Studio
 - o. Day Care Facility
 - p. Drug Store (Pharmacy)

- q. Dry Cleaning, Pick-up Station
 - r. Florist, Retail without Greenhouse
 - s. Golf, Miniature and Driving Range
 - t. Grocery Store
 - u. Hardware and Garden Supply Store
 - v. Home Improvement Store
 - w. Museum and Libraries
 - x. Nail Salon
 - y. Park and Playground
 - z. Pet Grooming and Pet Day Care
 - aa. Public Building
 - bb. Recreational Facilities, Indoor and Outdoor
 - cc. Restaurant (no drive-thru)
 - dd. Retail Sales and Services Establishment
 - ee. School, Academic and Commercial
 - ff. Shop or Studio, Craftsman/Artist
 - gg. Spa Services (conditional use)
 - hh. Special Event Facility (conditional use)
 - ii. Theater, Cinema
 - jj. Vertiport
7. Minimum 26.86 acres of open space (21.24 acres of civic space and 5.62 acres of amenity space), consisting of squares, plazas, multi-use trails, park, yards and lawns, patios and balconies, outdoor dining, sports court, pocket parks, and pool courtyards and amenity areas shall be provided as depicted on the submitted renderings and site plan prepared by Kimley-Horn, dated 8/17/26.

Design Conditions:

8. Developer shall provide a detailed street planting plan for North Point Circle and new private streets, including landscape theme with overstory shade trees, mid-story shade trees, ornamental trees, evergreen trees and shrubs to be planted throughout the District. The theme shall include flowering trees and shrubs of similar color with varying bloom times, as approved by DRB. Landscape plan shall be approved prior to issuance of an LDP.
9. Minimum 10' landscape strip shall be required along North Point Circle adjacent to the proposed development.
10. Minimum size of tree planter pits shall be 100 SF and planted with shrubs and/or groundcover, as approved by Staff. The edge of planting pits for overstory shade trees shall be a minimum of 15' off the face of the building and or any architectural features such as balconies or overhangs. The edge of planting pits for mid-story shade trees shall be a minimum of 10' off the face of the building and or any architectural features such as balconies or overhangs. The edge of planting pits for ornamental trees shall be a minimum of 5' off the face of the building and or any architectural features such as balconies or overhangs. Tree planters shall be delineated with physical barriers. Planters located within pedestrian gathering and activation areas shall be designed to contribute to the activation of the spaces through the incorporation of seating, standing tables, ledges, or similar amenities.
11. Developer shall provide EcoDistrict measures with each phase of development in compliance with the North Point Overlay. Detailed information shall be provided at LDP and building permit showing compliance with the requested EcoDistrict measures. Total EcoDistrict points to be confirmed by Staff.
12. Developer shall improve the stormwater park on its property, including trails, landscaping and overlook, as depicted on Page 20 of the staff report. The northern half of the stormwater park shall be improved prior to a CO for the 1st 'For-Rent' building and remaining portion of the stormwater park is improved prior to a CO for the 2nd 'For-Rent' building, as approved by Staff. Upon completion of each of the northern half and the remaining portion, the tract shall be dedicated to the City, other than the detention ponds themselves and waterways which feed it. The City shall be responsible for the structural repairs upon dedication, and the developer shall be responsible for daily maintenance. Developer and

other pond owner shall remain solely and exclusively responsible for maintenance of the detention ponds and waterways which feed it. The cost of the construction of such improvements shall be eligible for park impact fee credits.

13. Minimum 8 public art installations shall be provided at prominent locations throughout the development, with unique murals and sculptures approved by Cultural Arts Commission (CAC). Public art shall include sculptures, murals, water features, EcoDistrict monuments and District Thresholds, and other similar improvements approved by Staff. Approval and construction of at least 1 public art installation shall be required concurrent with the 1st CO for a 'For-Rent' building. A minimum of 1 additional public art installation shall be required concurrent with the issuance of each CO. All sculptures shall be required prior to final CO issued for the last building constructed. Public art installations shall be privately maintained.
14. Minimum 2,500 square feet civic space shall be developed at the corner of North Point Circle and North Point Drive and North Point Circle and North Point Center East. Civic space shall include decorative hardscape, landscape, and public art. Open space, including improvements, shall be privately maintained.
15. Developer shall provide an interactive water feature in a location, as approved by Staff. This improvement shall count toward the required public art installations.
16. Per the developer, the North Point Mall carousel shall be saved and incorporated into the development.
17. Retaining walls shall receive architectural façade treatment and be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaping to break up large expanse of retaining wall.
18. Applicant shall provide a dedicated space within the North Point Sports & Entertainment District for a Georgia Tourism visitor kiosk to be operated in coordination with the Georgia Department of Economic Development, Explore Georgia, or their authorized partner. The visitor kiosk shall be located in a high-visibility, publicly accessible area of the development, such as the primary plaza, event promenade, or other location approved by the City and Developer and shall be integrated into the pedestrian circulation network. The kiosk easement area shall be a minimum of 150 square feet and shall include connections for electrical service, lighting, and data/communications, as well as necessary weather

protection if located outdoors. Alternatively, the developer can provide Georgia Tourism space within the arena structure to be operated by Explore Georgia.

19. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.
20. Prior to LDP, developer shall submit for DRB approval a document titled, 'North Point Sports & Entertainment District Design Standards'. This document shall include elevations or architectural themes, street amenities and furnishings consistent with the North Point Design Guidelines, streetscape and alleyway standards, entrance treatments at the intersections of North Point Circle and North Point Drive and North Point Center East, signage, storefronts, and landscaping which shall be substantially similar to the information contained in the 2026 public hearing application. This condition shall be satisfied upon approval by DRB.
21. Signage visible from the public right-of-way or from neighboring properties shall comply with a DRB-approved Master Sign Package defining sign styles, illumination, materials, and placement. Signage not visible from the public right-of-way or from neighboring properties shall not be subject to the City's sign regulations but shall be considered in the Master Sign Package. Signs mounted or affixed to a building shall appear integral to building design. Off-premises signage shall be prohibited, except in areas of the district that are not subject to the City's sign regulations and in existing off-premises sign easements in existence at the time of this master plan amendment. Off-premises signage in an existing sign easement shall comply with the North Point Creative Placemaking Monuments and District Thresholds, as approved by Staff.
22. Awnings, or similar overhead structures, shall be provided at the ground level in commercial areas where reasonably appropriate in order to protect pedestrians from inclement weather.
23. Development shall include at least 2 rooftop amenities within the non-residential portion of the development.
24. Developer shall prioritize the orientation of 'back of house' functions, such as delivery service areas, loading areas, and refuse enclosures away from view from the right-of-way, as approved by DRB. Service areas and loading areas shall be screened from public areas and separated from the primary vehicular and pedestrian circulation areas, as approved by DRB.

25. Developer shall install all utilities and transformer systems underground, except that transformers shall be permitted at-grade if screened, as approved by Staff. To the maximum extent possible, all water/sewer utilities and grease traps shall be installed within service alleyways. All mechanical systems must be screened in a manner that is architecturally comparable to the buildings they are associated with. Any necessary above-ground utility systems shall be screened, as approved by Staff.

Transportation:

26. The arena shall be designed with a pick-up and drop-off area, with final approval by Staff.

27. New streets and alleys shall be private and shall be consistent with the streetscape exhibits prepared by Kimely-Horn, dated 7/29/26, with modifications in final design and permitting, as approved by Staff. Developer shall coordinate with the City and County on any necessary intergovernmental and development agreements for new or existing utilities within streets and alleyways.

28. Enhanced pedestrian crossings and bicycle connections shall be provided throughout the site, including between buildings and open space within the development; and across North Point Circle. Enhanced pedestrian crossings within the development and across the development shall be designed and constructed of materials, such as brick pavers, cobblestones, or architecturally treated concrete products, as approved by DRB. Off-site pedestrian and bicycle connection improvements shall be eligible for impact fee credits.

29. Pedestrian bridges, stairs, elevators and escalators within the site may encroach over and into public spaces provided that they do not impede pedestrian circulation or safety, as approved by Staff.

30. Developer shall construct the Alpha Loop through the site and located within the Loop Road as depicted on the site plan prepared by Kimley Horn, dated 8/17/26. Design shall include landscape separation from storefronts sidewalks with curb, trees, and/or landscaping. The design and construction of the portion of the Alpha Loop to provide connectivity to a pedestrian bridge/ELT stop will be conducted in coordination and after the pedestrian bridge/ELT stop are constructed. A bike share station shall be required along the Alpha Loop with final location and design approved by Staff. Alpha Loop improvements shall be eligible for impact fee credits. Alpha Loop width shall be 15' through the site.

31. In coordination with MARTA, developer shall upgrade 2 existing bus stops with MARTA bus shelters and will work with MARTA to explore any bus stop consolidations along property frontages. Applicant shall apply for the True North 400 CID bus shelter program. Expenditures not reimbursed by the CID shall be eligible for impact fee credits.
32. Minimum parking requirements shall be as outlined in the parking study prepared by Kimley-Horn, dated 7/21/26.
33. Prior to the issuance of an LDP, preliminary on-site and off-site Parking Agreements shall be submitted, reviewed, and approved by Staff. Final recorded Parking Agreements shall be provided prior to a CO for the arena. Developer shall coordinate to have submitted Parking Agreements incorporate off-duty officer presence during special event programs to help manage traffic demands, as approved by Staff. Parking Agreements approved by Staff may require additional privately paid licensed security professionals or traffic control professionals, as determined by Alpharetta Police.
34. Developer shall work with the City, MARTA and GDOT to collaboratively explore, design, and create an Express Lane Transit (ELT) station and mobility hub along GA-400 and within the site, as well as pedestrian bridge accessibility options from the ELT station to the site. Factors to be explored and designed include dedicated space for future micromobility options and universal accessibility capabilities that will assist with improving future transportation mobility services for employees, citizens, and visitors alike.
35. Prior to LDP, special/major event transportation management plans shall be coordinated with City Staff and submitted for review and approval. Developer shall submit a comprehensive traffic and access management plan—coordinated with City Police, Fire, Public Works & Community Development Departments—detailing phased road closures, reroutes, and dedicated emergency lanes for events.
36. Developer shall construct an exclusive southbound right-turn lane along Mall Access B Driveway at the intersection with North Point Parkway, creating one exclusive through lane and one exclusive right-turn lane, as approved by Staff.
37. Developer shall increase the eastbound left-turn storage length at North Point Parkway and Encore Parkway/Private Driveway (Intersection 8). Work with city staff to determine the

length of additional storage required and at which phase of development it must be completed.

38. Developer shall channelize the southbound right-turn movement to create free flow at Haynes Bridge Road and North Point Drive.
39. Developer shall upgrade signal heads on the northbound and southbound approaches to Flashing Yellow Arrow (FYA) to allow protected-permissive phasing by time of day at Mansell Road and North Point Parkway/Resurgens Park Place. Restripe the southbound shared through/left-turn lane to be an exclusive through lane and remove split phasing and provide dual entry for the northbound and southbound approaches.
40. Developer shall construct and/or install traffic control measures as identified in the event Traffic Management Plan. These may include dynamic lane assignment signs used to change lane rules during events, informational signage to guide motorists or pedestrians during events, or other traffic control measures, as approved by Staff.

Fire & Police Departments:

41. Emergency access shall be maintained at lane and including during large-scale events, temporary street closures, and traffic control operations through approved operational planning and coordination with Fire and Police Department.
42. Any proposed street closures, event operations, or traffic control measures affecting fire apparatus access shall be subject to Fire Department review and approval.
43. Evacuation & Emergency Plans: Developer/operator shall develop an event evacuation program, including interior occupant load analysis, egress signage and drills. Incorporate protocols for fire, medical emergencies, severe weather, and crowd surges. Event operations shall include provisions for fire department access, staging, and incident command. Plans shall be reviewed and approved by the Fire Department prior to occupancy and updated periodically.
44. The Fire Department may require Fire Safety Officers (FSOs) for events based upon occupancy load, event type, operational complexity, temporary structures, special effects, pyrotechnics, fire and life safety system impairments, impaired fire access, crowd

characteristics, or other life safety considerations. Fire Safety Officer staffing levels shall be determined by the Fire Department and shall be funded by the developer/operator.

45. Developer shall design and dedicate emergency access easements for critical fire apparatus access routes and emergency operational areas throughout the development to preserve long-term emergency access capabilities and unobstructed routes for first responders.
46. Developer shall conduct a Standards of Coverage study that evaluates anticipated emergency response times and public safety service levels for both Fire and Police Departments. Assessment findings to be used to inform coordination between the project team and the Fire and Police Departments. Information from the findings may also require additional dedicated fire access lanes and a minimum of 7,500 square feet within a planned building for one-bay fire truck/station.
47. Removable or retractable bollards utilized within pedestrian or event-controlled areas shall be required and approved by the Fire Department and equipped with Knox locking systems or other approved emergency access controls.
48. A Public Safety Substation designed to support multi-agency emergency operations during planned events and emergency incidents shall be required within the arena structure. Minimum 650 square feet shall be provided. The Public Safety Substation can be shared with onsite property security operations center. Consideration should be given to inclusion of restroom facilities, communications infrastructure, building system interfaces, and direct access to life safety system controls necessary to support extended operational periods. Additionally, 2 holding cells shall be provided on site for Alpharetta Police access.
49. All systems identified as Special Inspections, including but not limited to smoke control, smoke evacuation, and stair pressurization systems, shall require third-party review, testing, and certification in accordance with the International Building Code and applicable NFPA standards. Documentation of certification shall be provided to the Authority Having Jurisdiction (AHJ) prior to final acceptance. Third-party inspections and testing may supplement but shall not replace Fire Department review, witness testing, operational approval authority, or final acceptance responsibilities of the AHJ.
50. A third-party fire protection and life safety engineering review shall be conducted prior to formal plan submittal to the AHJ for the arena. This review shall evaluate life safety systems,

egress design, smoke control strategy, and overall code compliance, and documentation shall be provided as part of the plan review process. All other structures on the site may be handled by AHJ unless otherwise dictated.

51. Site design shall support incident command operations, staging areas, and emergency vehicle circulation.
52. Prior to issuance of a CO for the arena, Developer/Operator shall enter into a Private EMS Operations Agreement with the City, approved by the Fire and Police Departments, establishing minimum staffing levels, certification requirements, equipment standards, and coordination protocols for private EMS coverage at all arena events. The terms of such agreement shall be enforceable by the City through the development agreement and shall not be subject to automatic expiration.
53. Developer/Operator shall create a Public Safety Liaison Committee comprising developer, APD, fire, EMS, and Traffic staff to meet quarterly during design/construction and continue once the arena is operational.
54. Developer/Operator shall provide quarterly incident reports summarizing public safety incidents, emergency responses, and lessons learned. Implement improvement actions required by public safety staff within 60 days; document progress for City review.
55. Developer/Operator shall implement a shared mobility strategy to reduce surface lot density and traffic congestion on adjacent arterials, as approved by Staff.
56. Developer/Operator shall install a network of HD CCTV cameras covering reasonable public entry points, plazas, parking and loading zones, with at least 30-day image retention and integration into the Public Safety Services network.
57. Developer/Operator shall provide a security plan specifying a minimum number of one (1) licensed security professionals per 1,250 attendees covering ingress, egress and potential crowd hot spots, subject to approval by the Police Department. Security professionals shall be paid by private developer/operator.
58. Developer/Operator shall enter into a first-responder partnership agreement mandating event-level coordination with APD, including pre-event briefings, real-time radio access, and on-site staging for response teams during Arena events. A coordinated Public Safety &

Emergency Operations Plan must be approved prior to opening the arena and updated annually thereafter and include:

- a. Police staffing and traffic enforcement
- b. Fire/EMS staging and medical response
- c. Crowd control and evacuation planning
- d. Monitoring protocols for pre-, during-, and post-event activity

Other Conditions:

- 59. Developer shall dedicate a 20' utility easement to Fulton County Government for an existing 16" water main within the North Point Circle right-of-way.
- 60. Developer's on-site construction trailer(s) shall provide office space for a minimum 2 City employees (1 land development inspector and 1 building inspector) for the duration of construction.
- 61. Developer shall be responsible for planting and maintenance of any medians within the development and for medians located on North Point Circle or the Access Roads.
- 62. Developer's financial responsibility for offsite and stormwater park improvements shall not exceed its impact fees, nor shall credits be given for meeting minimum EcoDistrict and open space requirements.
- 63. It is acknowledged that the approved site plan may be subdivided into separately platted parcels with individual tax numbers, that the separate development parcels are to be developed by separate owners/developers, and that the public amenities are to be platted and owned by the Developer. Zoning compliance for conditions uniquely applicable to an individual owner's parcel will be the responsibility of that owner and that non-compliance by such an owner does not render, by itself, the remaining parcels "non-conforming" uses under the Zoning Code.

General Conditions of Approval to GTEA Development of Regional Impact Notice of Decision, dated 7/31/26:

Bicycle, Pedestrian & Transit Facilities:

64. Ensure multimodal connections between all uses and work with the City of Alpharetta to determine safety mitigations for the internal road network.
65. Provide on-site pedestrian routes that are clearly delineated and appropriately marked to alert both drivers and pedestrians.
66. Provide pedestrian connections to the Alpha Loop trail system, as noted on the DRI site plan.
67. Consider best practices that allow for the prioritization of transportation alternatives; at a minimum the following should be included: pedestrian and bicycle facilities, transit accommodations, traffic calming, and green infrastructure.
68. Coordinate with MARTA, GDOT, and the City of Alpharetta to connect the GA 400 Rapid Transit to the DRI site via the proposed pedestrian bridge and ensure all stakeholders are involved in the design and implementation of the project.
69. The proposed pedestrian bridge for the GA 400 rapid transit station shall provide a direct site connection that ensures adequate and safe access to the DRI site, as noted on the site plan. Coordinate with MARTA during design and construction to identify preferred site access.
70. Evaluate the feasibility and consider implementing a bus stop that is internal to the site. Consideration shall require coordination with MARTA to identify location accessibility, design, and accommodations within the internal circulation and network.

General Georgia Department of Transportation (GDOT) Conditions:

71. GDOT reserves the right to determine driveway access based on compliance with GDOT standards, safety analysis, neighboring conflicts, and any other circumstance needing consideration on all state routes based on GDOT's most up-to-date regulations.
72. Any access to GDOT right of way will be determined at the time of permitting when submitted with a design.

Encore Parkway at North Point Center/Private Driveway (Intersection 9):

73. Construct an exclusive northbound right-turn lane along Encore Parkway, creating one exclusive through lane and one exclusive right-turn lane.

74. Construct an exclusive westbound left-turn lane along North Point Center, creating one exclusive through lane and one exclusive left-turn lane.

- The property is zoned PSC and MU, subject to the North Point Mall Master Plan. Surrounding properties are zoned PSC, with properties to the south and west subject to the North Point Mall Master Plan and properties to the north and east subject to the North Point Business Center Master Plan. Surrounding properties include Sonesta ES Suites to the northeast, a regional stormwater facility to the east, various commercial outparcels to the south, Encore Commons office buildings to the west and Georgia 400 to the north. The comprehensive land use plan designation of the property is 'Mixed Use', which supports the applicant's proposed mixed-use development.
- The North Point Mall Master Plan (MP-90-04) was approved on March 19, 1990, allowing a 1,392,132 square foot regional shopping mall and commercial outparcels on 100 acres. As shown in the table below, the Master Plan has been amended on a few occasions, including amendments to allow creative office space (SPACES) inside the Mall and redevelopment of the Sears anchor with a new mixed-use development. The later approval allowed 300 'For-Rent' units, freestanding commercial and open space, of which the units reverted to 300 'For-Sale' units in 2022. The current master plan amendment, if approved, would significantly expand the redevelopment efforts at North Point Mall and would result in the removal of nearly all of the Mall and/or repositioning of existing retail. The Dillard's and Von Maur buildings will remain, as will the parking deck.
- A rezoning is requested for 98.58 acres from PSC to MU and a conditional use is requested to allow 'Dwelling, 'For-Rent' Residential' use and to increase residential density. The subject property is located within Priority Area 1 on the North Point LCI Density Priority Map, which is designated in the North Point Overlay as an appropriate area for higher densities. The North Point Overlay allows City Council to authorize residential densities over the maximum density permitted in the underlying zoning district, of which the MU district has a maximum density of eight (8) dwelling units per acre. The applicant requests a residential density of 14.04 dwelling units per acre. Criteria to be considered with the conditional use include conformance with the North Point LCI, Comprehensive Plan, and other relevant planning studies; Alpharetta rental housing study; EcoDistrict measures; impact on public health, safety, and welfare; and other considerations deemed material to the application by City Council. In addition, a conditional use is requested to increase the maximum non-residential building height from four (4) stories and 60', whichever is less, to twenty (20) stories. Adjacent properties to the east and west are

subject to the North Point Business Center Master Plan, which allows building heights up to 20 and 30 stories. The applicant is requesting the following building heights:

Commercial (no variance needed)	4 stories
Parking garage	7 stories
Office	14 stories
Hotel	20 stories
Residential (For Rent)	20 stories
Arena	170 feet
Music Hall and Cinema	80 feet

- The applicant's requested variances to the Unified Development Code (UDC) are outlined in the table below. The applicant points to the exceptional conditions pertaining to the property due to its size, shape, and topography, as well as peculiar conditions which require redevelopment of a regional mall and shorter building heights than the building heights allowed on adjacent properties.
- The applicant's mixed-use sports and entertainment proposal represents a reduction in retail combined with the introduction of residential, office, hotel, sports and entertainment uses, and open space.
- There are many examples across the country, as well as in the Atlanta metro, of major league sports developments. The Battery, home to Truist Park and The Braves, is considered a significant financial and operational success, serving as the standard for sports-anchored, mixed-use developments. The Battery draws roughly ten (10) million visitors annually and generates near-capacity leasing. Truist Park has a seating capacity of approximately 41,500, which is considered a mid-sized stadium in Major League Baseball. For comparison, the applicant's NHL hockey arena would have a maximum seating capacity of 20,000 seats. The Battery consists of 74 acres developed with two (2) hotels with 656 hotel rooms, approximately 500,000 square feet of retail and entertainment uses, 1.6 million square feet of office, and 1,033 'For-Rent' units. The Gathering proposal in Forsyth County was approved with 500 hotel rooms, 600,000 square feet of retail and entertainment uses, one (1) million square feet of office, and 1,800 'For-Rent' units. Every mixed-use development with a major league arena included a hotel or future hotel, and most included retail, entertainment, office, and 'For-Rent' units. The sports-anchored mixed-use developments listed below had an average of 1,822 'For-Rent' units.
- Staff researched mall redevelopments across the country to find comparisons to the applicant's proposal, as shown in the table below. Mall redevelopments had an average size of 61.8 acres and included an average of 1,600 'For-Rent' units with an average density of 29.9 dwelling units per acre (du/ac). The nearest developments to the applicant's proposal are Gwinnett Place Mall with 3,800 'For-Rent' units, North Dekalb Mall with 1,700 'For-Rent' units, Lakeshore Mall (Gainesville, GA) with

652 'For-Rent' units, and Georgia Square Mall (Bogart, GA) with 1,138 'For-Rent' units. The applicant's 'For-Rent' request is less than the average at the mall redevelopments and the proposed residential density (14 du/ac) is significantly less than the average in the table.

- The submitted site plan depicts redevelopment of the 98.58-acre property with a mixed-use sports and entertainment district. A 20,000-seat NHL hockey arena, 4,000-seat music hall, 350-room full-service hotel with 30,000 square foot conference center, and structured parking deck are depicted in the northeast quadrant of the site. A 2,000-seat practice and community ice facility, 1,139-seat cinema, 300-room hybrid hotel, retail uses, vertiport and structured parking decks are depicted in the northwest quadrant of the site. The Von Maur, Dillard's, structured parking deck and surface parking are depicted to remain in the southwest quadrant with the addition of an office building over retail uses. The southeast quadrant includes five (5) 'For-Rent' residential buildings with retail uses on the ground floor, as well as an office building over retail, and parking decks. Retail uses amount to 565,000 square feet, of which 342,000 square feet is located in existing anchor buildings to remain. The two (2) office buildings will consist of approximately 750,000 square feet. Access to the property will continue by way of the existing street network (North Point Circle, North Point Drive, and North Point Center East) and the driveways currently serving the Mall. North Point Circle is proposed to remain in its current configuration. A future MARTA ELT (express lane transit) stop is proposed at the Mall property with an elevated connection, or pedestrian bridge, provided from the center of Georgia 400 over to the property. The pedestrian bridge would function as a future alignment of the Alpha Loop, which is depicted traversing the site to the south and west connecting to North Point Parkway, as well as to Encore Parkway by way of the primary storefront street and North Point Center East.
- The sports and entertainment district is situated along a primary east-west storefront street, which bisects the property from north to south and provides a direct connection between North Point Drive and North Point Center East. The tallest buildings, consisting of two (2), maximum twenty (20) story residential towers, two (2), maximum twenty (20) story hotels are situated in the middle of the development along the primary storefront street. Building heights reduce as the development spreads outward toward North Point Circle. Several secondary streets are proposed throughout the development providing a network of connections between the primary storefront street and North Point Circle. Sidewalks are depicted throughout the development along both sides of the primary storefront street and along secondary streets. The Alpha Loop multi-use trail is depicted connecting to the district by way of the future MARTA ELT connection on Georgia 400 in the northeast corner of the site, as well as from North Point Center

East on the west side of the site. The Alpha Loop runs along the north side of the primary storefront street providing a connection between the ELT station and Encore Parkway. Another Alpha Loop connection is depicted between the ELT station and running south through the property along a secondary street to North Point Parkway. If approved, the connection to North Point Parkway should run along the frontage of the future Stormwater Park.

- The site plan depicts 26.86 acres, or 27.2% open space, of which 21.24 acres (21.55%) is civic space and 5.62 acres (5.70%) is amenity space. Civic space includes squares, plazas, pocket parks, park, and multi-use trails. Amenity space includes outdoor dining, rooftop decks, yards and lawns, enhanced hardscape, balconies, and pool areas. The North Point Overlay requires a minimum five percent (5%) of the site acreage as amenity space and a minimum ten percent (10%), plus one percent (1%) for each one (1) unit/acre over eight (8) units/acre of the site acreage as civic space. A conditional use is requested to increase density to 14.04 units/acre. Therefore, the minimum civic space requirement is 16.05%, of which the applicant's proposal exceeds the minimum requirement. Because the mixed-use sports & entertainment district is so large, it is difficult to visualize the size and functionality of the open spaces that will be open to the general public. The table below compares the most notable open spaces on the applicant's site plan to similar open spaces at local or known locations. In particular, the three (3) acre main Event Plaza is over double the size of the same open space at The Battery and approximately 25% larger than the same open space at Mercedes Benz Stadium.
- Impacts to trees will be minimal given that the proposal represents redevelopment of an existing regional shopping mall and surface parking lot. Stormwater facilities are not depicted on the applicant's site plan; however, a regional stormwater facility exists to the east of the property and is proposed to be improved as a multipurpose stormwater park.
- The MU zoning district development regulations require a minimum 25% residential use, minimum ten percent (10%) commercial use, minimum 25% office-institutional use, and a minimum open space. The applicant provided the table below, reflecting the percentage of each use in their proposal. The applicant is requesting a variance to reduce the office percentage given that the adjacent properties to the west are developed with approximately 562,000 square feet of office buildings.
- The site plan depicts approximately seven (7) parking decks, which includes the existing parking deck adjacent to Dillard's. In addition, the existing surface parking lot surrounding Von Muar and Dillard's will remain. A total of 8,752 parking spaces are proposed on-site for the development, which does not

include off-site parking agreements associated with the arena. The UDC requires 14,450 parking spaces for all uses in the proposed mixed-use development, which includes the required twenty percent (20%) parking reduction in the North Point Overlay. When events are not occurring at the arena, the required parking drops to 8,850. The applicant is requesting a shared parking reduction of approximately one percent (1%) in order to comply with the minimum parking requirements during typical mixed-use operations.

- The applicant submitted a shared parking study prepared by Kimley-Horn. The study concludes that under typical mixed-use operations (no arena events), parking demand is estimated to peak at approximately 7,375 spaces during the recurring peak condition when the arena is not in use. The study appropriately assumes that residential and hotel parking will be accommodated in dedicated or nested parking areas. During arena events, total parking demand will be higher and will be managed through a combination of on- and off-site parking agreements, employee parking management, and shuttle operations. According to the City's sports and entertainment consultant, CAA ICON, it is estimated that the arena would be utilized for approximately 96 events/year, which includes 41 NHL home games during the regular season. The study notes that there are approximately 10,000 additional parking spaces located within a fifteen (15) minute walk of the arena, which provides a substantial off-site parking resource during major events.
- For a comparison, staff looked at the parking operations at Ameris Amphitheater. Ameris has a capacity of 12,000 seats, requiring a total of 4,200 parking spaces (parking ratio: 1 space/4 seats + 1 employee space/10 seats). A total of 2,674 parking spaces, or 63%, are provided on-site with the remaining parking provided at off-site locations on surrounding or nearby properties.
- The applicant provided a phasing plan, which contemplates renovation and an addition to the Von Maur building before demolition of the Mall, except for Dillard's and the parking deck. AMC would be the last building to be demolished. Phase 1 construction activities are depicted to include buildings along the primary storefront street, including an office building over ground floor retail, hybrid hotel over ground floor retail, cinema, two (2) residential buildings, and parking decks. Phase 2 is depicted to include the full-service hotel, a residential building, arena, practice/community ice, and parking decks. The music hall, parking deck with vertiport, office building over ground floor retail, two (2) residential buildings, and parking decks will complete the mixed-use sports and entertainment development in Phase 3.

- Careful consideration should be given to maintaining a balance between 'For-Rent' versus 'For-Sale' product in the City. The Horizon 2040 Comprehensive Plan identifies the following policy as it relates to maintaining a balance of 'Owner-Occupied' versus 'Renter-Occupied' housing in the City:
 - Housing Policy 2: Maintain a balance between 'owner-occupied' and 'renter-occupied' in Alpharetta such that at least 68% of the housing stock is 'owner-occupied'.
- There are several factors that should be considered with requests for apartments, such as mix of uses, design, long-term viability, impacts to City facilities and services, as well as traffic and school impacts. Office space already exists, or is proposed, within the LCI and high-density housing should be tied to office space where jobs exist and are created, and service uses are available to limit vehicular trips. The 561,575 square feet of existing office (Encore Commons) and 750,000 square feet of new office would generate approximately 5,246 employees (1 employee per 250 square feet) to support the proposed mixed-use development.
- The City's Rental Housing Study (updated May 2025) recommends an annual target entitlement of approximately 149 'For-Rent' units per year in order to achieve Housing Policy 2, as stated above. While the minimum 68% 'owner-occupied' housing policy is included in the Horizon 2040 Comprehensive Plan, the annual target recommendation is not an approved City policy. The latest US Census American Community Survey 5-year estimate (2019 – 2023) reflects that the City is at 68% owner-occupied housing units, which complies with Housing Policy 2. As shown in the table below, 915 'For-Rent' units have been approved since 2021.
- The applicant proposes 1,385 'For-Rent' units over five (5) buildings. As shown in the table below, Certificate of Occupancy's (CO's) for the applicant's 'For-Rent' units could be recommended through 2034. Two (2) 'For-Rent' buildings are proposed to be up to twenty (20) stories with the remaining 'For-Rent' buildings proposed to be up to seven (7) stories. All 'For-Rent' buildings will have attached, structured parking decks and on-site amenities. Ground-floor active uses (retail, office, and amenities) are required along storefront streets and ground-floor dwellings are limited to non-storefront streets. Residents will have access to dedicated covered parking and amenities, such as a pool and private outdoor amenity areas. The applicant proposes a mix of studio, one (1), two (2), and three (3) bedroom units. If the City decides to allow future 'For-Rent' approvals, a condition is recommended limiting CO's to be in line with the recommended CO year in the table below.

- The applicant is requesting 750,000 square feet of office within the mixed-use development. Alpharetta has approximately 21 million square feet of office space across 250 buildings with a citywide vacancy rate of 22.1%. Vacancy is not evenly distributed. Lower-vacancy districts (Table 12 below) such as Downtown Alpharetta (9.2%), Avalon (10.9%), and Northwinds/Lakeview Park/GA-400 Center (14%) consistently demonstrate strong performance, reflecting modern tenant preference for walkable, mixed-use environments with dining, hospitality, and entertainment nearby. Higher vacancy is concentrated in older, auto-oriented suburban office parks, including Brookside (36%), Great Oaks Way (38.1%), and legacy North Point office inventory (25.5%). These buildings were largely constructed in the late 1980's and early 1990's and have reached ages where substantial reinvestment is needed to maintain competitiveness.
- The Horizon 2045 Comprehensive Plan identifies North Point as the single-most important redevelopment opportunity in Alpharetta. Public engagement confirmed strong alignment: 77% of survey responses directed future investment toward North Point, and community input emphasized the need for entertainment, placemaking, public spaces, and mixed-use development within the district. The Plan states that North Point should be repositioned as a regional center differentiated from Avalon and Downtown, supported by walkability, connectivity, mixed-use employment, and regional-draw uses including entertainment.
- The Comprehensive Plan further notes that visits to North Point have declined by 38% since 2019 and that a substantial share of the district's office buildings—many now more than 30 years old—are approaching reinvestment or repositioning thresholds. The proposed office program at North Point does not compete with these older districts. Instead, it aligns with Plan directives to support appropriately located mixed-use employment centers, retrofit suburban office areas with amenities, and designate major GA-400 entranceways—including North Point Parkway—for office growth. Mixed-use office integrated with hotel, conference, entertainment, trails, and transit responds directly to the plan's finding that tenants prefer amenity-rich environments and that new office supply in such districts attracts net-new demand.
- The Plan's Economic Resilience & Office policies reinforce Alpharetta's 21-million-square-foot office inventory as a defining competitive strength. It calls for maintaining high-quality office supply, selectively reinvesting in aging properties, and enhancing the connection between office districts and walkable mixed-use amenities that attract today's workforce. It further notes that

post-COVID office demand has been strongest in mixed-use areas such as Avalon and Downtown—areas that pair office with lodging, retail, restaurants, and activated public spaces.

- The entertainment district should improve performance in nearby legacy office areas, including older North Point office buildings and the Great Oaks Way area. Horizon 2045 acknowledges both districts as aging environments with increasing vacancy, emphasizing that strategic redevelopment at the Mall site could serve as a catalyst across the full 670-acre North Point area to invest in older buildings. As entertainment, hospitality, public realm improvements, and walkable amenities are introduced, surrounding office buildings benefit from increased visibility, improved tenant perceptions, greater workforce presence, and new reinvestment interest. This trend mirrors national outcomes at The Battery Atlanta, ICE District, and District Detroit, where adjacent aging office assets experienced improved occupancy and modernization following activation of entertainment-anchored mixed-use districts.
- In summary, staff finds that the proposed 750,000 square feet of office space is appropriate and consistent with the Horizon 2045 Comprehensive Plan. The applicant's proposal advances adopted goals for North Point and supports reinvestment in aging office submarkets and enhances regional competitiveness.
- The applicant is requesting approval of 650 hotel rooms within the North Point Sports & Entertainment District. This includes a 350-room full-service hotel designed to serve as a primary convention-capable property, a 30,000-square-foot indoor and outdoor conference center, and a 300-room hybrid hotel modeled after the applicant's Scout Living concept at Ponce City Market. Alpharetta currently has a total of 4,105 hotel rooms, with 1,013 of those rooms located within four (4) full-service hotels. Citywide average annual occupancy is approximately 65%, demonstrating sustained demand from corporate travel, conferences, events, and leisure visitation.
- Hotel supply adjacent to North Point consists of three (3) limited-service properties built between 1997 and 1999, totaling 352 rooms, with no meeting facilities or full-service amenities and serving a different, value-oriented customer segment. These properties are not capable of accommodating corporate groups, conferences, or production-related travel associated with an arena and sports & entertainment district.
- Avalon remains Alpharetta's primary full-service conference destination with a 44,000-square-foot indoor facility. That conference center regularly produces 300 to 1,200

nightly room blocks for major corporate, financial, medical, and association events. Avalon's only outdoor event space—a small terrace with a capacity for twenty (20) to 100 guests—limits the ability to host hybrid indoor-outdoor receptions, activations, trade show functions, or sports-related banquets. North Point's proposed indoor-outdoor conference center could address unmet demand for outdoor-capable and arena-adjacent events. Both districts serve different event profiles and could strengthen Alpharetta's position as a dual-anchor hospitality market.

- The indoor arena will host concerts similar to State Farm Arena and drive lodging demand from touring performers, technical crews, production teams, managers, media staff, and regional overnight visitors. Concert activity generates multi-night stays and higher weekend room rates, adding year-round demand that complements the seasonal programming of Ameris Bank Amphitheatre. Promoters regularly use both indoor and outdoor venues within a single metropolitan area, increasing total visitation rather than splitting audiences.
- Alpharetta's 20-million-square-foot office market requires additional full-service hotels to support corporate travel, multi-day training programs, vendor meetings, offsite planning sessions, and client events. Many large employers operate within Alpharetta's technology, finance, cybersecurity, and professional services sectors and regularly require flexible lodging options proximate to their campuses. Full-service hotels with banquet space and breakout rooms contribute to retaining and attracting corporate tenants by offering meeting facilities within close proximity to workplaces.
- Peer markets with similar suburban office inventory demonstrate the importance of full-service hotel supply. Tysons Corner, VA maintains approximately 2,485 full-service rooms and Bellevue, WA maintains approximately 1,614 full-service rooms. Alpharetta currently offers 1,013 full-service rooms despite hosting a 21 million-square-foot employment base. Both peer markets accommodate high volumes of conferences, corporate travel, and entertainment programming, strengthening the case for expanded full-service supply at North Point.
- Relative to peer districts, 650 full-service hotel rooms versus a split between full-service and hybrid hotel would bring Alpharetta's full-service hotel inventory closer to ratios found in markets that successfully accommodate corporate travel, arena events, conferences, and music-driven visitation. The Staff recommended 650 full-service rooms ensure the North Point district is properly scaled to the City's 21 million-square-foot employment base, reducing existing

compression and positioning Alpharetta to compete with peer mixed-use entertainment and employment centers.

- The North Point Overlay requires that EcoDistrict measures be incorporated into all new developments. The applicant's proposal represents a significant redevelopment with a conditional use to increase density. Therefore, the proposed mixed-use development must achieve at least ten (10) EcoDistrict points. The applicant intends to implement the following EcoDistrict measures throughout the district: Building Energy Efficiency, Building Water Efficiency, Heat Island Reduction, Connected Open Space, Sustainable Landscaping, Enhanced Bicycle Amenities, Alternative Transportation, and Additional Landscaped Civic Space. The applicant's proposed EcoDistrict measures will be confirmed by Staff at LDP and building permit.
- The EcoDistrict encourages incorporating water into civic and amenity areas. An eleven (11) acre regional stormwater facility with a permanent pool is located in a wooded area at the southeast corner of North Point Drive and North Point Circle. The applicant proposes to improve a portion of the stormwater pond under their control as a multipurpose stormwater and public park facility, including an overlook deck and multi-use trail, as shown in the design below. North Point Stormwater Park would be similar in concept to the Old Fourth Ward Stormwater Park in downtown Atlanta.
- The proposed mixed-use development is expected to generate 1,666 new AM Peak Hour trips, 3,487 new PM Peak Hour trips, and 50,298 new daily trips. The trip generation results for the proposed development are presented in the table below.
- Based on the scope of the project, the applicant was required to go through the Development of Regional Impact (DRI) process. The DRI Process solicits additional review of the project from regional partners, including the Atlanta Regional Commission (ARC), Georgia Department of Transportation (GDOT), Georgia Transportation Efficiency Agency (GTEA), as well as adjacent communities. Following the DRI requirements, a traffic study was commissioned to assess traffic impacts anticipated from the proposed project. The study reviewed existing, future no-build, and future build conditions at fourteen (14) key intersections in the area, five (5) of which provide direct site access, as shown in the below figure.
- The traffic impact study identified geometric improvements needed at the signalized intersection of Encore Parkway and North Point Center (Study Intersection 9 of 14) to accommodate new site trips entering and exiting this intersection that include a new right turn deceleration lane

along Encore Parkway for entering site trips, a new left turn lane along North Point Center East for exiting site trips, and signal head improvements to accompany these geometric improvements. Additional recommendations identified within the traffic study include signal timing updates at eight (8) of the fourteen (14) study intersections to improve level of service (LOS) operations that will better serve the roadway users and proposed development traffic.

- These recommended conclusions were subsequently agreed to as conditions of approval by GTEA in the resultant Notice of Decision, dated July 31, 2026, to yield acceptable level of service (LOS) operations at all studied intersections in the future scenario with the development of the project. The Notice of Decision recommendations are included as conditions of zoning in this staff report and general address bicycle, pedestrian, and transit facilities, as well as intersection improvements at Encore Parkway and North Point Center East.
- Facilities & Event Operations: The proposed mixed-use sports and entertainment district includes multiple large-scale assembly venues including a 20,000-seat NHL arena, 2,000-seat practice/community ice sheets, and 4,000-seat music hall. The concentration of major entertainment uses within a walkable grid will result in substantial event-related pedestrian and vehicular volumes. Staff find that comprehensive event management plans, crowd evacuation protocols, and multi-agency coordination for ingress/egress during high-attendance conditions will be required.
- As part of the original regional mall approval in 1990 the developer deeded 2 acres along Westside Parkway for a fire station due to the regional impacts. However, the programming for the Sports and Entertainment District draws larger crowds for events which may require onsite substations. If approved, the Developer should also be conditioned to conduct a comprehensive Standards of Coverage Study to analyze several elements including but not limited to:
 - Projected fire and police emergency response times
 - Travel distance and access modeling within the new street network
 - Staffing and apparatus needs under full build-out
 - Special event and multi-venue concurrent-use scenarios
 - Adequacy of existing City facilities to support the district
- The Study would be required prior to a land disturbance permit with coordination between the Developer, the Alpharetta Fire Department, and the Alpharetta Police Department. If the Study

finds deficiencies affecting response-time reliability or apparatus access the City may require one or more of the following mitigation measures:

- Additional dedicated fire access lanes, and/or
- A minimum of 7,500 square feet within a planned building or structured parking deck to accommodate a one-bay fire truck station, including apparatus space, operational clearances, utility connections, and ingress/egress routes designed for fire apparatus movement.
- This facility would ensure that long-term emergency coverage remains sufficient as the district reaches full build-out and event-related demands increase.
- Emergency Access, Street Grid, and Vertical Circulation: The site includes elevated pedestrian bridges, structured parking decks, private streets and Alpha Loop connections that shape the emergency circulation network. If approved, the applicant will be required to design and dedicate emergency access easements for critical fire apparatus routes and emergency operational areas, preserving long-term emergency access and ensuring that future redevelopment phases cannot obstruct fire lanes or staging areas.
- Structured parking placement and block configuration reinforce the need for integrated emergency pathways between decks, loading zones, and public spaces, as well as district-wide surveillance and secure access control.
- Public Safety Substation and Multi-Agency Coordination: City staff have met several times with public safety professionals at The Battery in Cobb County to discuss their operations and recommendations based on their Battery operations experience. The Battery stadium is over twice the size, 45,000 seats of the proposed 20,000 seat arena at North Point. The Cobb County staff recommended 650 sf of space be provided to accommodate a Public Safety Substation within the arena structure to support Police, Fire, EMS, and event-level emergency coordination. They also recommended 2 holding cells on site for Alpharetta Police access.
- Staff also find that the district's proposed uses and event load justify continued requirements for:
 - A Public Safety Liaison Committee
 - Quarterly incident reporting
 - A coordinated Public Safety & Emergency Operations Plan updated annually

- Vertiport Emergency Planning: The site plan identifies a Vertiport within the district's land-use mix. Staff find that EVTOL aircraft operations require:
 - Dedicated emergency access routes that do not conflict with arena or event ingress/egress
 - EVTOL-specific fire suppression strategies, including battery fire response protocols
 - Coordination with MARTA and regional aviation safety agencies due to proximity to the ELT corridor
 - Integration of Vertiport monitoring into district-wide CCTV and communication systems
 - Specialized procedures for airborne emergencies, hazardous materials, and landing incidents
- Requirements should be incorporated into the district's Public Safety & Emergency Operations Plan.
- Residential development is known to increase school enrollment. Fulton County Schools calculated the potential number of children who may live on the property by using their standard calculation to distinguish the number of children that a residential development will generate.
- Based on the total for all three school levels, it can be assumed that the proposed development could house approximately 4 – 234 school age children. All three (3) schools are shown to be under capacity.
- The Citizen Participation Plan Report submitted by the applicant states that a meeting was held with Ecco Park residents in April. Questions included traffic, parking, rental rate range, concern over gameday overflow parking into neighborhood, and Alpha Loop extension. The applicant noted the following questions and concerns voiced at the CZIM meetings: traffic, parking, will mall remain or be demolished, NHL questions, need for height and density, impact to taxpayers, will office hurt other office, why not condos, greenspace, and how event parking will function. The applicant indicated that they have spoken with non-residential property owners, as well as Mall tenants and employees.
- The City also received public feedback including comments of support, as well as concern over the impact of apartments on infrastructure and schools, too much office, development could bring crime, negative impact on other mixed-use developments, and impact to taxpayers.

- The Community Zoning Information Meeting was held on June 10, 2026 and July 8, 2026. There were public comments in support and in opposition to the proposal. Comments and concerns raised at the meetings included whether or not the NHL was onboard with the North Point location, a desire to bring hockey back to Georgia, need affordable housing, greenspace, keep the carousel, looking forward to the revitalization of the area, remove surface parking to avoid heat islands, whether the redevelopment will move forward with or without the NHL, property should be developed with something unique, when will development begin, bicycle facilities around loop road, limit where e-bikes are permitted, ensure sufficient parking and road capacity, keep the mall and diversify tenant mix, consider condos instead of apartments, is there a financial ask of the City, impact to taxpayers, traffic, building height, and whether there is a backup plan.
- Staff has reviewed the applicant's proposal against the established review criteria for a master plan amendment, rezoning, conditional use and variances. The proposed mixed-use sports and entertainment district is consistent with the vision in the North Point LCI and Comprehensive Plan and would benefit surrounding properties. The proposal specifically addresses objectives in the North Point LCI, such as 1) Create a "park once walk everywhere" walkable environment, 2) Induce redevelopment of large areas of surface parking, and 3) Improve the area's retail balance. Open space and connectivity between various modes of transportation are key components in the applicant's proposal and are supported by the LCI. The proposed mixed-use sports and entertainment district is ideally located at the North Point Mall property which is situated adjacent to and between two (2) Georgia 400 interchanges and was developed with the appropriate infrastructure to support a regional development of this magnitude. The Horizon 2045 Comprehensive Plan identifies North Point as the single-most important redevelopment opportunity in Alpharetta. Public engagement confirmed strong alignment with 77% of survey responses directing future investment toward North Point, and community input emphasized the need for entertainment, placemaking, public spaces, and mixed-use development within the district.
- The conditional use to allow 'For-Rent' use, increased density, and increased non-residential building height is proposed in association with a mixed-use development, which is consistent with the comprehensive land use plan designation of the property. The property is located in the North Point Overlay Priority Area, which is appropriate for higher residential densities. The increased building height is compatible with surrounding properties which allow building

heights up to twenty (20) and 30 stories in the North Point Business Center Master Plan. Finally, the project site was developed as a regional mall, which is supported by existing transportation infrastructure with the capacity to support the mall's peak demand during the winter holiday season. The site is ideally located between the Haynes Bridge Road and Mansell Road interchanges on Georgia 400 with a future MARTA ELT stop planned at the subject property.

- The property has exceptional and peculiar conditions related to its size, shape, and topography, as well as being developed with a distressed regional mall. The variance to allow an encroachment into the Georgia 400 buffer is for the purpose of accommodating the future MARTA ELT stop at the property. The request to increase the maximum residential building height is supported by adjacent properties being approved for building heights up to twenty (20) and 30 stories. Two (2) 'For-Rent' buildings would be up to twenty (20) stories and the remaining buildings would be up to seven (7) stories. The MU office percentage reduction can be supported based on there being approx. 562,000 square feet of office in four (4) adjacent office buildings. Parking demand will be met on-site during typical mixed-use operations. Major events at the arena will generate higher parking demand for approximately 96 events per year, or less than 30% of the year. Therefore, arena parking will be managed through a combination of on- and off-site parking agreements, employee parking management, and shuttle operations. There are approximately 10,000 parking spaces available within a fifteen (15) minute walk of the site which would support the district during arena events.
- The following individuals came forward to present on behalf of the application and offered a rebuttal:
 - Julie Sellers, attorney with Dillard Sellers, 1776 Peachtree Street, NW, Suite 415-South, Atlanta, Georgia, 30309
 - Tim Perry, Jamestown
 - David Carlock, Machete Group
 - Frances Bohn, Jamestown
 - Tyler Vossler, Kimley Horn

CITY COUNCIL DISCUSSION

- Council Member Reeves asked about bikes along the AlphaLoop, pedestrian sidewalks around the current mall loop, definition of an NHL award per the proposed conditions, offsite parking, bike and scooter use areas, and the stormwater park.
- Council Member Brady asked about parking, intersection improvements, design layout and height of buildings on the site plan, and the stormwater park.
- Council Member DeRito asked about the traffic study, parking demands, and traffic impacts to the City, apartments and proposed condition regarding concurrency, the stormwater park and impact fee credits, density, MARTA bus platform, offsite parking, timeline for NHL award and current progress, decline of the mall, and financing needed.
- Council Member Hipes asked about stormwater park impact fee credits, proposed changes to Condition 1, performing arts center/music venue and community ice and how they will benefit our community, and department stores.
- Mayor Gilvin asked about previous MARTA train plans for this property, and specialty fire trucks and fire truck access.
- Mayor Pro Tem Merkel asked about access to rooftop amenities.
- Council Member Driskell asked about permanent jobs, green space, and potential grocery anchor.

PUBLIC COMMENTS:

In Favor:

- Parker Welton, 1115 Howell Mill Road, Atlanta, GA 30318
- Cameron Hood, 225 Saddlebrook Terrace, Roswell, GA 30075
- Rich Johnson, 10000 Avalon Boulevard, Alpharetta, GA 30009
- Dale Sizemore, 6130 Pin Oak Lane, Alpharetta, GA 30005
- Noel Baber, 4045 Deverell Street, Johns Creek, GA 30022
- Adam Schwegman, 12722 Ruths Farm Way, Alpharetta, GA 30004
- Margaret Culver, 1125 Chasewood Trail, Alpharetta, GA 30005
- Davis Myers, 130 Cedar Trace, Roswell, GA 30075

In Opposition:

- Belinda Kasminsky
- Amy Whittall, 131 Mayfield Circle, Alpharetta, GA 30009
- Tom Miller, 4025 Walnut Creek Trail, Alpharetta, GA 30005
- Martine Zurinkas, 8070 Willow Tree Way, Alpharetta, GA 30005
- Ron Rhodes, 1635 Spinnaker Drive, Alpharetta, GA 30005
- Buddy Stovall, 175 Manning Drive, Alpharetta, GA 30009
- Donna Shaw Murphy, 2001 Commerce Street, Alpharetta, GA 30009
- Judy Lyon, 620 Flying Scot Way, Alpharetta, GA 30005
- Nan Bodeep, 6385 Spinnaker Lane, Alpharetta, GA 30005
- Craig Johnson, 1120 Muirfield Court, Alpharetta, GA 30005
- Birdel Jackson, 1055 Chasewood Trail, Alpharetta, GA 30005
- Robert Buczek, 2060 Winthrop Commons, Alpharetta, GA 30009
- Sarika Bokil, 735 Barnesley Lane, Alpharetta, GA 30022
- Tammy Lucas, 435 Fieldstone Landing, Alpharetta, GA 30005

❖ Mayor Pro Tem Merkel offered a motion to approve MP-26-06/Z-26-05/CU-26-04/V-26-08 North Point Sports & Entertainment District, subject to the following conditions:

1. Approximately 98.58 acres shall be zoned to MU and developed as follows:

1. If the property owner provides satisfactory written evidence to the City that the National Hockey League (NHL) awarded a franchise team to the North Point site on or before August 24, 2031, the property shall be developed substantially similar to the site plan prepared by Kimley-Horn, dated 8/17/26, and in accordance with the conditions listed as 2 through 74, which conditions shall be subject to the condition set forth herein; or
2. If no written notice is provided to the City as required by 1(a) above, the property may be developed in accordance with the current entitlements for the property as of August 23, 2026.

2. Exterior modifications to existing buildings and new buildings shall be consistent with the submitted renderings, with final approval by DRB. Architectural design shall use high-quality materials such as brick, stone, cementitious panels, metal accents, and glazing systems consistent with the EcoDistrict character. Buildings over 7 stories shall be stepped back a minimum 15' above the 4th story, as approved by DRB. Buildings shall incorporate façade articulation, step-backs, transparency, pedestrian-scale frontage, and architectural consistency across the district, as approved by DRB.
3. Development regulations shall be as follows:
 - a. Arena & Practice/Community Ice – A minimum 17,500 seat and maximum 20,000 seat arena shall be permitted with a maximum building height of 170' (as measured from the internal street at the main entrance to the arena). Practice/community ice sheets shall be permitted with a maximum 2,000 seat capacity and maximum building height of 4 stories or 80', whichever is less.
 - b. Commercial – Maximum 565,000 square feet of retail/restaurant uses (new and existing) shall be permitted in freestanding and mixed-use buildings. Non-residential uses (retail, restaurant, office, and 'For-Rent' amenities) on the ground floor of the 'For-Rent' buildings shall not count against the maximum commercial and office entitlements or require additional parking. Freestanding commercial building height shall not exceed 4 stories or 80', whichever is less. Drive-through restaurants shall not be permitted. Rooftop and outdoor dining areas shall not count against the maximum commercial entitlement or require additional parking.
 - c. Office – Maximum 750,000 square feet of office shall be permitted in freestanding buildings no greater than 14 stories or 200', whichever is less. Additional office shall be permitted when exchanged for commercial, 'For-Rent' residential (1,000 SF per unit), or hotel (500 SF per hotel room) entitlements.
 - d. Hotel – Maximum 650 rooms shall be permitted in two (2) freestanding or mixed-use (limited to retail on the first floor) buildings no greater than 20 stories or 300' whichever is less. One hotel shall be 4- diamond (AAA Diamond Program), or higher and similar in quality to a Loews, Curio, or Autograph Collection, with accessory uses shall be limited to restaurant, spa, fitness center and conference space. Minimum 10,000 square feet of conference space shall be provided with a maximum of 35,000 square feet; and shall include a minimum 7,500 square feet of outdoor pavilion space for weddings and other events. One hotel may be a 3-diamond

(AAA Diamond Program) or higher. Both hotels shall include on-site full-service restaurants (order from a menu) and 4-diamond hotel shall include banquet kitchen capable of serving full-scale events. Hotels shall provide pedestrian connectivity to the arena and music hall.

- e. 'For-Rent' Residential – Subject to Condition 1 above, if the National Hockey League (NHL) awards a franchise team to the North Point site, up to 1,385 'For-Rent' units shall be eligible for an LDP and CO's based on the available units by year as depicted in the 'For-Rent' Request - Recommended CO Year table in this staff report. Up to 2 'For-Rent' buildings may have a building height up to 20 stories or 240', whichever is less, and all other buildings shall not exceed 7 stories or 90', whichever is less. 'For-Rent' units shall be limited to studio, one (1), two (2), and three (3) bedrooms. A maximum of 65% of units shall be studio or one (1) bedroom and no more than ten percent (10%) shall be three (3) bedroom units. 'For-Rent' units shall have first-class amenities, including a pool, fitness center, secured parking, resident's lounge, business center, on-site management office and secure elevator access.

Concurrency: Subject to Condition 1 above, 600 'For-Rent' units shall be eligible for CO after building permits are issued for a minimum of 300,000 square feet of retail (including retail anchors, new retail, restaurants, and a minimum 3,500 square foot neighborhood grocery) and the cinema. A CO shall not be issued for the remaining 'For-Rent' units until the arena super structure (foundation, all supporting steel and concrete), 350,000 square feet of office, and internal section of Alpha Loop is constructed and shall be eligible for a CO based on the available units by year as depicted in the 'For-Rent' Request – Recommended CO Year table in this staff report.

- f. Other Uses – A performing arts or music hall with a maximum seating capacity of 4,000 seats shall be permitted in a building with a maximum height of 80'. A cinema with a maximum seating capacity of 1,139 seats shall be permitted in a building with a maximum height of 80'.
 - g. Parking Decks – Maximum height shall not exceed 7 stories or 95', whichever is less. Parking decks visible from North Point Circle or Georgia 400 shall be treated with comparable materials and finishes as the building they serve and/or screened from view with evergreen landscaping. Suitability of parking deck elevation, visibility and landscape screening shall be approved by the DRB.
4. Active uses, including retail, restaurant, office and 'For-Rent' amenities, shall be required in all 'For-Rent' buildings and located on the ground-floor space along storefront streets and shall have a

minimum first floor height of 14' and depth of 30', as approved by Staff. Ground-floor residential units shall have individual walkouts connecting to the sidewalk system.

5. The Master Plan area shall be limited to the following uses and further restricted by conditions of zoning:
 - a. Arena and Indoor Practice/Community Ice Sheets
 - b. Retail
 - c. Restaurant
 - d. Office (professional, medical and research and development)
 - e. Hotel (boutique hotel and hotel)
 - f. Residential ('For-Rent' and 'For-Sale')
 - g. Performing Arts/Music Hall
6. Uses shall be customarily accessory to or amenities for residential, office, and sports and entertainment uses, limited to the following:
 - a. Amphitheater
 - b. Animal Hospital, Small Animal
 - c. Art Gallery
 - d. Athletic Facility
 - e. Auditorium
 - f. Automotive Sales Showroom (limited to one (1) not to exceed 5,000 SF and outside car storage display limited to no more than 5 vehicles)
 - g. Bakery
 - h. Bank
 - i. Barber Shop
 - j. Beauty Shop
 - k. Book Store
 - l. Bowling Alley

- m. Brewery or Distillery
 - n. Dance and Fitness Studio
 - o. Day Care Facility
 - p. Drug Store (Pharmacy)
 - q. Dry Cleaning, Pick-up Station
 - r. Florist, Retail without Greenhouse
 - s. Golf, Miniature and Driving Range
 - t. Grocery Store
 - u. Hardware and Garden Supply Store
 - v. Home Improvement Store
 - w. Museum and Libraries
 - x. Nail Salon
 - y. Park and Playground
 - z. Pet Grooming and Pet Day Care
 - aa. Public Building
 - bb. Recreational Facilities, Indoor and Outdoor
 - cc. Restaurant (no drive-thru)
 - dd. Retail Sales and Services Establishment
 - ee. School, Academic and Commercial
 - ff. Shop or Studio, Craftsman/Artist
 - gg. Spa Services (conditional use)
 - hh. Special Event Facility (conditional use)
 - ii. Theater, Cinema
 - jj. Vertiport
7. Minimum 26.86 acres of open space (21.24 acres of civic space and 5.62 acres of amenity space), consisting of squares, plazas, multi-use trails, park, yards and lawns, patios and balconies,

outdoor dining, sports court, pocket parks, and pool courtyards and amenity areas shall be provided as depicted on the submitted renderings and site plan prepared by Kimley-Horn, dated 8/17/26.

Design Conditions:

8. Developer shall provide a detailed street planting plan for North Point Circle and new private streets, including landscape theme with overstory shade trees, mid-story shade trees, ornamental trees, evergreen trees and shrubs to be planted throughout the District. The theme shall include flowering trees and shrubs of similar color with varying bloom times, as approved by DRB. Landscape plan shall be approved prior to issuance of an LDP.
9. Minimum 10' landscape strip shall be required along North Point Circle adjacent to the proposed development.
10. Minimum size of tree planter pits shall be 100 SF and planted with shrubs and/or groundcover, as approved by Staff. The edge of planting pits for overstory shade trees shall be a minimum of 15' off the face of the building and or any architectural features such as balconies or overhangs. The edge of planting pits for mid-story shade trees shall be a minimum of 10' off the face of the building and or any architectural features such as balconies or overhangs. The edge of planting pits for ornamental trees shall be a minimum of 5' off the face of the building and or any architectural features such as balconies or overhangs. Tree planters shall be delineated with physical barriers. Planters located within pedestrian gathering and activation areas shall be designed to contribute to the activation of the spaces through the incorporation of seating, standing tables, ledges, or similar amenities.
11. Developer shall provide EcoDistrict measures with each phase of development in compliance with the North Point Overlay. Detailed information shall be provided at LDP and building permit showing compliance with the requested EcoDistrict measures. Total EcoDistrict points to be confirmed by Staff.
12. Developer shall improve the stormwater park on its property, including trails, landscaping and overlook, as depicted on Page 20 of the staff report. The northern half of the stormwater park shall be improved prior to a CO for the 1st 'For-Rent' building and remaining portion of the stormwater park is improved prior to a CO for the 2nd 'For-Rent' building, as approved by Staff. Upon completion of each of the northern half and the remaining portion, the tract shall be dedicated to the City, other than the detention ponds themselves and waterways which feed it. The City shall be

responsible for the structural repairs upon dedication. The developer shall be responsible for maintenance until the earlier of (1) five years after the northern half of the stormwater park improvements are completed or (2) the completion of the park features on the adjacent parcel shown as "Property Owned By Others" on page 20 of the staff report and located between the north and south detention park areas. Developer and other pond owner shall remain solely and exclusively responsible for maintenance of the detention ponds and waterways which feed it. The cost of the construction of such improvements shall be eligible for park impact fee credits.

13. Minimum 8 public art installations shall be provided at prominent locations throughout the development, with unique murals and sculptures approved by Cultural Arts Commission (CAC). Public art shall include sculptures, murals, water features, EcoDistrict monuments and District Thresholds, and other similar improvements approved by Staff. Approval and construction of at least 1 public art installation shall be required concurrent with the 1st CO for a 'For-Rent' building. A minimum of 1 additional public art installation shall be required concurrent with the issuance of each CO. All sculptures shall be required prior to final CO issued for the last building constructed. Public art installations shall be privately maintained.
14. Minimum 2,500 square feet civic space shall be developed at the corner of North Point Circle and North Point Drive and North Point Circle and North Point Center East. Civic space shall include decorative hardscape, landscape, and public art. Open space, including improvements, shall be privately maintained.
15. Developer shall provide an interactive water feature in a location, as approved by Staff. This improvement shall count toward the required public art installations.
16. Per the developer, the North Point Mall carousel shall be saved and incorporated into the development.
17. Retaining walls shall receive architectural façade treatment and be heavily landscaped. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaping to break up large expanse of retaining wall.
18. Applicant shall provide a dedicated space within the North Point Sports & Entertainment District for a Georgia Tourism visitor kiosk to be operated in coordination with the Georgia Department of Economic Development, Explore Georgia, or their authorized partner. The visitor kiosk shall be located in a high-visibility, publicly accessible area of the development, such as the primary plaza, event promenade, or other location approved by the City and Developer and shall be integrated

into the pedestrian circulation network. The kiosk easement area shall be a minimum of 150 square feet and shall include connections for electrical service, lighting, and data/communications, as well as necessary weather protection if located outdoors. Alternatively, the developer can provide Georgia Tourism space within the arena structure to be operated by Explore Georgia.

19. Developer shall provide bicycle racks, benches, trash receptacles, decorative crosswalks, planters, kiosks and other street furniture, where appropriate, throughout the development.
20. Prior to LDP, developer shall submit for DRB approval a document titled, 'North Point Sports & Entertainment District Design Standards'. This document shall include elevations or architectural themes, street amenities and furnishings consistent with the North Point Design Guidelines, streetscape and alleyway standards, entrance treatments at the intersections of North Point Circle and North Point Drive and North Point Center East, signage, storefronts, and landscaping which shall be substantially similar to the information contained in the 2026 public hearing application. This condition shall be satisfied upon approval by DRB.
21. Signage visible from the public right-of-way or from neighboring properties shall comply with a DRB-approved Master Sign Package defining sign styles, illumination, materials, and placement. Signage not visible from the public right-of-way or from neighboring properties shall not be subject to the City's sign regulations but shall be considered in the Master Sign Package. Signs mounted or affixed to a building shall appear integral to building design. Off-premises signage shall be prohibited, except in areas of the district that are not subject to the City's sign regulations and in existing off-premises sign easements in existence at the time of this master plan amendment. Off-premises signage in an existing sign easement shall comply with the North Point Creative Placemaking Monuments and District Thresholds, as approved by Staff.
22. Awnings, or similar overhead structures, shall be provided at the ground level in commercial areas where reasonably appropriate in order to protect pedestrians from inclement weather.
23. Development shall include at least 2 rooftop amenities within the non-residential portion of the development.
24. Developer shall prioritize the orientation of 'back of house' functions, such as delivery service areas, loading areas, and refuse enclosures away from view from the right-of-way, as approved by DRB. Service areas and loading areas shall be screened from public areas and separated from the primary vehicular and pedestrian circulation areas, as approved by DRB.

25. Developer shall install all utilities and transformer systems underground, except that transformers shall be permitted at-grade if screened, as approved by Staff. To the maximum extent possible, all water/sewer utilities and grease traps shall be installed within service alleyways. All mechanical systems must be screened in a manner that is architecturally comparable to the buildings they are associated with. Any necessary above-ground utility systems shall be screened, as approved by Staff.

Transportation:

26. The arena shall be designed with a pick-up and drop-off area, with final approval by Staff.

27. New streets and alleys shall be private and shall be consistent with the streetscape exhibits prepared by Kimely-Horn, dated 7/29/26, with modifications in final design and permitting, as approved by Staff. Developer shall coordinate with the City and County on any necessary intergovernmental and development agreements for new or existing utilities within streets and alleyways.

28. Enhanced pedestrian crossings and bicycle connections shall be provided throughout the site, including between buildings and open space within the development; and across North Point Circle. Enhanced pedestrian crossings within the development and across the development shall be designed and constructed of materials, such as brick pavers, cobblestones, or architecturally treated concrete products, as approved by DRB. Off-site pedestrian and bicycle connection improvements shall be eligible for impact fee credits.

29. Pedestrian bridges, stairs, elevators and escalators within the site may encroach over and into public spaces provided that they do not impede pedestrian circulation or safety, as approved by Staff.

30. Developer shall construct the Alpha Loop through the site and located within the Loop Road as depicted on the site plan prepared by Kimley Horn, dated 8/17/26. Design shall include landscape separation from storefronts sidewalks with curb, trees, and/or landscaping. The design and construction of the portion of the Alpha Loop to provide connectivity to a pedestrian bridge/ELT stop will be conducted in coordination and after the pedestrian bridge/ELT stop are constructed. A bike share station shall be required along the Alpha Loop with final location and design approved by Staff. Alpha Loop improvements shall be eligible for impact fee credits. Alpha Loop width shall be 15' through the site.

31. In coordination with MARTA, developer shall upgrade 2 existing bus stops with MARTA bus shelters and will work with MARTA to explore any bus stop consolidations along property frontages. Applicant shall apply for the True North 400 CID bus shelter program. Expenditures not reimbursed by the CID shall be eligible for impact fee credits.
32. Minimum parking requirements shall be as outlined in the parking study prepared by Kimley-Horn, dated 7/21/26.
33. Prior to the issuance of an LDP, preliminary on-site and off-site Parking Agreements shall be submitted, reviewed, and approved by Staff. Final recorded Parking Agreements shall be provided prior to a CO for the arena. Developer shall coordinate to have submitted Parking Agreements incorporate off-duty officer presence during special event programs to help manage traffic demands, as approved by Staff. Parking Agreements approved by Staff may require additional privately paid licensed security professionals or traffic control professionals, as determined by Alpharetta Police.
34. Developer shall work with the City, MARTA and GDOT to collaboratively explore, design, and create an Express Lane Transit (ELT) station and mobility hub along GA-400 and within the site, as well as pedestrian bridge accessibility options from the ELT station to the site. Factors to be explored and designed include dedicated space for future micromobility options and universal accessibility capabilities that will assist with improving future transportation mobility services for employees, citizens, and visitors alike.
35. Prior to LDP, special/major event transportation management plans shall be coordinated with City Staff and submitted for review and approval. Developer shall submit a comprehensive traffic and access management plan—coordinated with City Police, Fire, Public Works & Community Development Departments—detailing phased road closures, reroutes, and dedicated emergency lanes for events.
36. Developer shall construct an exclusive southbound right-turn lane along Mall Access B Driveway at the intersection with North Point Parkway, creating one exclusive through lane and one exclusive right-turn lane, as approved by Staff.
37. Developer shall increase the eastbound left-turn storage length at North Point Parkway and Encore Parkway/Private Driveway (Intersection 8). Work with city staff to determine the length of additional storage required and at which phase of development it must be completed.

38. Developer shall channelize the southbound right-turn movement to create free flow at Haynes Bridge Road and North Point Drive.
39. Developer shall upgrade signal heads on the northbound and southbound approaches to Flashing Yellow Arrow (FYA) to allow protected-permissive phasing by time of day at Mansell Road and North Point Parkway/Resurgens Park Place. Restripe the southbound shared through/left-turn lane to be an exclusive through lane and remove split phasing and provide dual entry for the northbound and southbound approaches.
40. Developer shall construct and/or install traffic control measures as identified in the event Traffic Management Plan. These may include dynamic lane assignment signs used to change lane rules during events, informational signage to guide motorists or pedestrians during events, or other traffic control measures, as approved by Staff.

Fire & Police Departments:

41. Emergency access shall be maintained at lane and including during large-scale events, temporary street closures, and traffic control operations through approved operational planning and coordination with Fire and Police Department.
42. Any proposed street closures, event operations, or traffic control measures affecting fire apparatus access shall be subject to Fire Department review and approval.
43. Evacuation & Emergency Plans: Developer/operator shall develop an event evacuation program, including interior occupant load analysis, egress signage and drills. Incorporate protocols for fire, medical emergencies, severe weather, and crowd surges. Event operations shall include provisions for fire department access, staging, and incident command. Plans shall be reviewed and approved by the Fire Department prior to occupancy and updated periodically.
44. The Fire Department may require Fire Safety Officers (FSOs) for events based upon occupancy load, event type, operational complexity, temporary structures, special effects, pyrotechnics, fire and life safety system impairments, impaired fire access, crowd characteristics, or other life safety considerations. Fire Safety Officer staffing levels shall be determined by the Fire Department and shall be funded by the developer/operator.
45. Developer shall design and dedicate emergency access easements for critical fire apparatus access routes and emergency operational areas throughout the development to preserve long-term emergency access capabilities and unobstructed routes for first responders.

46. Developer shall conduct a Standards of Coverage study that evaluates anticipated emergency response times and public safety service levels for both Fire and Police Departments. Assessment findings to be used to inform coordination between the project team and the Fire and Police Departments. Information from the findings may also require additional dedicated fire access lanes and a minimum of 7,500 square feet within a planned building for one-bay fire truck/station.
47. Removable or retractable bollards utilized within pedestrian or event-controlled areas shall be required and approved by the Fire Department and equipped with Knox locking systems or other approved emergency access controls.
48. A Public Safety Substation designed to support multi-agency emergency operations during planned events and emergency incidents shall be required within the arena structure. Minimum 650 square feet shall be provided. The Public Safety Substation can be shared with onsite property security operations center. Consideration should be given to inclusion of restroom facilities, communications infrastructure, building system interfaces, and direct access to life safety system controls necessary to support extended operational periods. Additionally, 2 holding cells shall be provided on site for Alpharetta Police access.
49. All systems identified as Special Inspections, including but not limited to smoke control, smoke evacuation, and stair pressurization systems, shall require third-party review, testing, and certification in accordance with the International Building Code and applicable NFPA standards. Documentation of certification shall be provided to the Authority Having Jurisdiction (AHJ) prior to final acceptance. Third-party inspections and testing may supplement but shall not replace Fire Department review, witness testing, operational approval authority, or final acceptance responsibilities of the AHJ.
50. A third-party fire protection and life safety engineering review shall be conducted prior to formal plan submittal to the AHJ for the arena. This review shall evaluate life safety systems, egress design, smoke control strategy, and overall code compliance, and documentation shall be provided as part of the plan review process. All other structures on the site may be handled by AHJ unless otherwise dictated.
51. Site design shall support incident command operations, staging areas, and emergency vehicle circulation.
52. Prior to issuance of a CO for the arena, Developer/Operator shall enter into a Private EMS Operations Agreement with the City, approved by the Fire and Police Departments, establishing

minimum staffing levels, certification requirements, equipment standards, and coordination protocols for private EMS coverage at all arena events. The terms of such agreement shall be enforceable by the City through the development agreement and shall not be subject to automatic expiration.

53. Developer/Operator shall create a Public Safety Liaison Committee comprising developer, APD, fire, EMS, and Traffic staff to meet quarterly during design/construction and continue once the arena is operational.
54. Developer/Operator shall provide quarterly incident reports summarizing public safety incidents, emergency responses, and lessons learned. Implement improvement actions required by public safety staff within 60 days; document progress for City review.
55. Developer/Operator shall implement a shared mobility strategy to reduce surface lot density and traffic congestion on adjacent arterials, as approved by Staff.
56. Developer/Operator shall install a network of HD CCTV cameras covering reasonable public entry points, plazas, parking and loading zones, with at least 30-day image retention and integration into the Public Safety Services network.
57. Developer/Operator shall provide a security plan specifying a minimum number of one (1) licensed security professionals per 1,250 attendees covering ingress, egress and potential crowd hot spots, subject to approval by the Police Department. Security professionals shall be paid by private developer/operator.
58. Developer/Operator shall enter into a first-responder partnership agreement mandating event-level coordination with APD, including pre-event briefings, real-time radio access, and on-site staging for response teams during Arena events. A coordinated Public Safety & Emergency Operations Plan must be approved prior to opening the arena and updated annually thereafter and include:
 - a. Police staffing and traffic enforcement
 - b. Fire/EMS staging and medical response
 - c. Crowd control and evacuation planning
 - d. Monitoring protocols for pre-, during-, and post-event activity

Other Conditions:

- 59. Developer shall dedicate a 20' utility easement to Fulton County Government for an existing 16" water main within the North Point Circle right-of-way.
- 60. Developer's on-site construction trailer(s) shall provide office space for a minimum 2 City employees (1 land development inspector and 1 building inspector) for the duration of construction.
- 61. Developer shall be responsible for planting and maintenance of any medians within the development and for medians located on North Point Circle or the Access Roads.
- 62. Developer's financial responsibility for offsite and stormwater park improvements shall not exceed its impact fees, nor shall credits be given for meeting minimum EcoDistrict and open space requirements.
- 63. It is acknowledged that the approved site plan may be subdivided into separately platted parcels with individual tax numbers, that the separate development parcels are to be developed by separate owners/developers, and that the public amenities are to be platted and owned by the Developer. Zoning compliance for conditions uniquely applicable to an individual owner's parcel will be the responsibility of that owner and that non-compliance by such an owner does not render, by itself, the remaining parcels "non-conforming" uses under the Zoning Code.

General Conditions of Approval to GTEA Development of Regional Impact Notice of Decision, dated 7/31/26:**Bicycle, Pedestrian & Transit Facilities:**

- 64. Ensure multimodal connections between all uses and work with the City of Alpharetta to determine safety mitigations for the internal road network.
- 65. Provide on-site pedestrian routes that are clearly delineated and appropriately marked to alert both drivers and pedestrians.
- 66. Provide pedestrian connections to the Alpha Loop trail system, as noted on the DRI site plan.
- 67. Consider best practices that allow for the prioritization of transportation alternatives; at a minimum the following should be included: pedestrian and bicycle facilities, transit accommodations, traffic calming, and green infrastructure.

68. Coordinate with MARTA, GDOT, and the City of Alpharetta to connect the GA 400 Rapid Transit to the DRI site via the proposed pedestrian bridge and ensure all stakeholders are involved in the design and implementation of the project.
69. The proposed pedestrian bridge for the GA 400 rapid transit station shall provide a direct site connection that ensures adequate and safe access to the DRI site, as noted on the site plan. Coordinate with MARTA during design and construction to identify preferred site access.
70. Evaluate the feasibility and consider implementing a bus stop that is internal to the site. Consideration shall require coordination with MARTA to identify location accessibility, design, and accommodations within the internal circulation and network.

General Georgia Department of Transportation (GDOT) Conditions:

71. GDOT reserves the right to determine driveway access based on compliance with GDOT standards, safety analysis, neighboring conflicts, and any other circumstance needing consideration on all state routes based on GDOT's most up-to-date regulations.
72. Any access to GDOT right of way will be determined at the time of permitting when submitted with a design.

Encore Parkway at North Point Center/Private Driveway (Intersection 9):

73. Construct an exclusive northbound right-turn lane along Encore Parkway, creating one exclusive through lane and one exclusive right-turn lane.
74. Construct an exclusive westbound left-turn lane along North Point Center, creating one exclusive through lane and one exclusive left-turn lane.
- Council Member Hipes seconded the motion.
 - Council Member Hipes offered a friendly amendment to the above motion to add clarity that all of condition 1, including its subparts 1 and 2, and all of condition 3(e) that was presented to Council and made part of the record in lieu of what is in the staff report, as Mayor Pro Tem Merkel only announced the red-lined version in his motion, but it is the entirety of Condition 1 that has been re-written.
 - Council Member DeRito offered a friend amendment to add Condition 75: That requires any use of incremental financing of the TAD that is in place, that any bonds associated to use of those TAD

revenues are General Obligation Bonds that require a referendum to the voters of the City of Alpharetta to approve.

- Mayor Pro Tem Merkel denies the friendly amendment.
- The motion was approved (4-3; with Council Members Brady, DeRito, and Reeves in opposition).

6. PUBLIC COMMENT

- There were no public comments.

7. REPORTS

- There were no reports.

8. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

9. ADJOURNMENT

- ❖ Council Member DeRito 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 1:03 a.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kim Zane

Meeting Date: September 14, 2026

AGENDA ITEM:

Public Art Application — Webb Bridge Park Tunnel Mural

Consideration and approval of a mural in the Webb Bridge Park Tunnel.

STAFF RECOMMENDATION:

Approve the Webb Bridge Park Tunnel Mural public art application.

ITEM DESCRIPTION:

Project Overview:

The City of Alpharetta Cultural Services Division, in partnership with the Natural Resources Commission and Arts Alpharetta, is proposing the installation of a nature-themed mural within the Webb Bridge Park tunnel. The selected artist, Sarah Emerson, is known for her vibrant and painterly works. Her portfolio can be viewed at: <http://www.sarahemerson.com/murals>.

Design & Review Process:

The Natural Resources Commission collaborated closely with Ms. Emerson to develop a mural that highlights native plants, animals, and insects, emphasizing the ecological importance of Webb Bridge Park. The proposed design aligns with the character of the park's nature trail and enhances the visual walking path experience for visitors. By highlighting native plants, animals, and insects, the artwork serves as an informal learning opportunity for visitors, reinforcing the ecological significance of the park's natural habitat.

On June 21, 2026, the Natural Resources Commission formally approved both the artist and the mural concept. The design was subsequently presented to the Public Art Review Committee on August 17, 2026, where the mural was approved as proposed. On August 25, 2026, the Cultural Arts Commission formally approved this public art application for the Webb Bridge Tunnel Mural.

Project Preparation & Timeline:

Preparation of the tunnel will include vegetation removal, pressure washing, and priming. Upon completion of this work, the artist will begin painting. The estimated painting timeline is 2–4 weeks, weather permitting.

Budget Summary:

The project budget totals \$30,000, allocated as follows:

- \$10,000 – City preparation and finish layers
- \$20,000 – Artist compensation, funded by:
 - \$2,000 – Natural Resources Commission
 - \$6,000 – Arts Alpharetta
 - \$12,000 – City Cultural Services Division

Public Art Integration & Maintenance:

The project reflects Alpharetta's commitment to environmental stewardship and public art, reinforcing the City's identity as a place that values creativity, nature, and community engagement. Once installed, the mural will be added to the City's Public Art Walk Story Map and accompanied by two plaques: an artist plaque and a learning plaque on both ends describing the concept and significance of the work. The City of Alpharetta will incorporate the mural into its ongoing Public Art Maintenance Plan to ensure long-term preservation.

Public Art Review Committee Recommendation:

Tunnel Mural is Approved as Proposed.

ATTACHMENTS:

1. Webb Bridge Park Tunnel Mural Public Art Review 08/26
2. Webb Bridge Mural Tunnel Emerson Public Art Application
3. Webb Bridger Tunnel Artist Statement & All Images 08/04/2028
4. Tunnel Mural Full Image with Grid
5. Tunnel Entrance 2
6. Tunnel Mural Before & After Images
7. Agenda and minutes



Public Art Review 08_2026

Review Committee:

Arts Alpharetta –Ben Hollingsworth, Shelton Cochran, Thomas Nolfi & Liz Alzona

Applicant(s) In Attendance:

Natural Resource Commissioner – Mike Buchanan

Artist– Sarah Emerson

City Staff - Kim Zane

Public Art Pieces

Tunnel Mural in Webb Bridge Park

Comments & Recommendations:

- 1- Natural Resource Commission reached out to Alpharetta Arts & Culture with the request to do a mural in this tunnel. City Staff had a proposal from the Artist to paint the tunnel and shared with them.
- 2- Natural Resource Commissioner Buchanan worked with the artist to design the mural elements.
- 3- Artist Sarah Emerson Artwork link: <http://www.sarahemerson.com/murals>
- 4- On 06_21_2026, the NRC added the item to their agenda and approved the mural design with Commissioner Buchanan working along with the artist to add a few "Nature Matters" film initiatives.
- 5- Alpharetta Arts & Culture reached out to Arts Alpharetta to assist, and they are endorsing the use of this artist with mural theme for the location.
- 6- Partners on the mural:
 - a. Natural Resource Commission
 - b. Arts Alpharetta
 - c. City of Alpharetta Arts & Culture
- 7- Is there a light on the inside of the tunnel. No, not needed as park trails are not utilized further out as it gets dark at night.
- 8- Try to get kids down to the mural to interact.
- 9- Don't make too detailed where you must stop to examine.
- 10- Tunnels are good places to be colorful.
- 11- Tunnel murals are an opportunity to expand trail use and foot traffic in this area of the park.
- 12- Are those creatures you would find in Webb Bridge Park? Yes, as did site visit to make sure to include the types of plants, flowers, etc.
- 13- Eyes are in the tree hollows for play. Reminiscent of woodland creatures in Snow White. A lot of room for interpretation. Kids and adults can create a story.



- 14-Graffiti protection will be used – “Frog Juice”
- 15-Will you use glow in the dark paint.
- 16-Mural is appealing for adults and not just for kids.
- 17-Will sky go edge to edge? Yes, arch in tunnel will show this when standing inside verses looking at the computer rendering of the mural
- 18-Kids side project can be done by artist with a postcard creation. NRC and AZO can help promote these as well.
- 19-Place posters or images of tunnel mural at concession stands or restrooms so people know to go look for the new mural.
- 20-Is there an opportunity for NRC or AZO to help paint.
- 21-Is there a reason for the cardinal being so cartoonish? Yes, it is higher up so further away and less detail.
- 22-Good photo opportunity
- 23-Educational element with NRC with a plaque on one end of tunnel. Maybe same size as artist plaque which can be on the opposite end.

Public Art Review Committee Recommendations:

Approved as proposed.



2026 Public Art Application

Applicant Contact Name: City of Alpharetta - Recreation, Parks and Cultural Services

**Application Contact plans and/or funds the proposed public art.*

Contact Role (Choose One): ☐ Developer ☐ Artist ☐ Community Group ☐ Other

Phone Number: 678-297-6078

Email: kzane@alpharetta.ga.us

Public Art (Choose One): ☒ Mural ☐ Sculpture ☐ Memorial ☐ Community Art

☐ Integrated Architectural ☐ Landscape Architectural Work

Images (3) Three Enclosed: ☒ YES ☐ NO **Applicant must submit three (3) images with different vantage points for proposed public art piece. One (1) image of the (3) must reference the scale/size of the piece (Example- have a person in the photo with the art work). Artist renderings are acceptable.*

Artist Name: Sarah Emerson

Artist Contact (Website/ Email/Phone/Resume): saemerson@mac.com

Maintenance Plan Enclosed: TBD YES ☐ NO ☐

**Maintenance plan for the proposed public art is required with application. Plan must include a description of all materials; how the piece was created; paint colors specifications; and so on as it applies to the piece.*

Proposed Public Art Location Address: 4780 Webb Bridge Rd, Alpharetta, GA 30005

Location Photos Enclosed: ☒ YES ☐ NO

**Photos of proposed public art location is required with application. Location photos must show the surrounding area and different vantage points. List in a separate word document any businesses, residents, etc. that might view the proposed public art on a daily basis.*

Describe the surroundings and how it fits the proposed location: See current image of tunnel

Owner of Property: City of Alpharetta

**Attach a Letter of Permission from the Property Owner to Install the Public Art Piece and length of agreement.*

Name of Conclusive Owner of Proposed Public Art: City of Alpharetta

**Final owner and responsible party for long term maintenance of the piece.*

Phone Number: 678-297-6000

Email: kzane@alpharetta.ga

Email the following as separate attachments to Kim Zane, Cultural Services Manager

kzane@alpharetta.ga.us

☒ Public Art Application (Page 1 Completed)

☒ (3) Images of Proposed Public Art

☐ Maintenance Plan

☒ Location Photos of Proposed Public Art

☐ Letter of Permission from Property Owner to Install Public Art Piece

**All above requirements must be completed for a Public Art Committee Review to be scheduled.*



PAGE (2) STAFF TO COMPLETE

Public Art Review Committee Criteria & Discussion:

**Below is for Public Art Committee only and will be completed during your proposed public art review. Please read through and be prepared to discuss during the review.*

	YES	NO
1. Public Art is handmade and original; not a reproduction	<u>X</u>	<u> </u>
2. Overall quality & construction of the piece is of high standards	<u>X</u>	<u> </u>
3. Strength and power of public art piece is good to above average	<u>X</u>	<u> </u>
4. Public Art will add to the overall location	<u>X</u>	<u> </u>
5. Any concerns about messaging that could be misinterpreted	<u> </u>	<u>X</u>
6. Scale of the piece fits the location	<u>X</u>	<u> </u>
7. Piece meets consensus of community standards	<u>X</u>	<u> </u>

Additional Comments: Reference Reviewers Comments

Public Art Review Committee Recommendations:

X **Approved as Proposed**

**Route to Alpharetta Cultural Arts Commission for final approval. Meetings occur on the fourth Wednesdays of the month so please plan appropriately.*

 Approved with Minor Modifications / No Further Review Required

**Applicant & Review Committee agree to modifications. Route to Cultural Arts Commission for final approval.*

 Approved with Modifications / Further Review Committee Discussion Required

**Applicant works on modifications. A second Public Art Committee review will be scheduled when modifications are submitted to Cultural Services Manager.*

 Declined / Request for New Proposal / Further Discussion Optional

**Applicant revises approach with Public Art Review Committee recommendations and resubmits application with a new proposed public art piece.*

Alpharetta Cultural Arts Commission Final Monthly Review:

Added to Agenda: 08_17_2026 Commission Review Date: 08_25_2026

**Final reviews takes place on the fourth Wednesdays of the month with agendas on the third Wednesday, so please plan appropriately. Once approved, activation of public art piece may begin.*

Alpharetta, Webb Bridge Park tunnel mural design *4th Edit 8/4/2026

Budget (*to be finalized, estimated \$20,000) Budget is based on preliminary discussions. If reduced, modifications to the design may be necessary. I have waived my design fee.

Theme: Nature Matters/Walking, inspired by the Henry David Thoreau essay.

Thoreau Quotes that inspired the design:

"I have a room to myself, it is nature." & "All good things are wild and free."

Imagery for the design was sourced from my walk on the Webb Bridge Park Trail and includes shapes and natural elements taken from native plants and flowers.

Quote on the rocks: "All good things are wild and free."

Text directly from Walking, an essay by Henry David Thoreau, copyright free.

Using a quote from a historical figure elevates the imagery, making it a timeless landmark for the community and the broader mission to connect with nature. The Thoreau quote is a call to love and protect the wildness and wonder of our natural environment. This path is free and for everyone. To walk on the path and engage with nature is freedom, freedom to discover, to be imaginative, and freedom to participate in that wildness for a brief moment.

Natural elements currently included in the design:

Native fire azalea (orange flowers)

Native piedmont azalea (pinkish purple blooms)

Cone flower (echinacea)

Sweet Bay Magnolia

Dragonflies

A Bee hidden in the magnolia blooms

Native butterfly species, Viceroy, Red-Spotted Purple, and a caterpillar

Mushrooms

Pond Frog

Pond turtles

Fawn

Barred Owl

Dogwood blossoms

Magnolia blossoms

Hummingbird

Ladybug

Ruby throated hummingbird

Community engagement proposal

Based on the location and necessary scaffolding, a community paint day is not recommended. I will prepare a Webb Bridge Park postcard kit and coloring sheets to be left at the Alpharetta recreation centers. The workshop kit comes with instructions, sticker sheet, and a stamped blank postcard for drawing on and mailing to friends or family. The kit encourages kids of all ages to draw the animals and plants found in Webb Bridge Park. They can draw their own pictures or use the provided sticker sheet to decorate their postcard. Postage is included in the first 50 kits, once finished, their postcards can be mailed to anyone they want; friends, neighbors, or family. Coloring sheets will be provided for printing and can be given out at community events or can be left out at the community centers.

Additionally, if a corresponding plaque is posted near the mural we can encourage viewers to participate in an 'eye spy' activity, searching for the different natural elements found in the mural.

Tunnel, approx. 700 sq ft: 2 walls and ceiling. Each wall is 24 x 7 ft, tunnel is approx 21 x 24 ft.
 Image will cover both sides of the tunnel walls and ceiling

Detail images and design superimposed on walls and ceiling:



Left top: Creek side wall
 Left bottom: Trail side wall
 Below: Full image & detail









Tunnel Mural Webb Bridge Park – Before & After Images





CULTURAL ARTS COMMISSION MEETING AUGUST 25, 2026

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MEETING MINUTES**
 - a. **Approval of Cultural Arts Commission Meeting Minutes from June 23, 2026**
Approve, as written, the Cultural Arts Commission Meeting Minutes from June 23, 2026, at 5:30 pm.
5. **NEW BUSINESS**
 - a. **Public Art Application — Webb Bridge Park Tunnel Mural**
6. **STAFF PRESENTATIONS**
 - a. **Cultural Services Division Monthly Report - August 2026**
Report on the latest updates, projects, events and /or initiatives of the Cultural Arts Division of the Recreation, Parks & Cultural Services Department.
7. **PUBLIC COMMENT**
8. **ITEMS FROM COMMISSION MEMBERS**
9. **ADJOURNMENT**



CULTURAL ARTS COMMISSION MEETING

UNOFFICIAL MINUTES

AUGUST 25, 2026

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

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the video recording for said meeting is a matter of public record and is available to be viewed at the City Clerk's office during normal business hours or viewed online at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

- ❖ Chairwoman Cookson called the meeting to order at 5:31 p.m.

II. ROLL CALL

- Cultural Arts Commission Members - Present
 - Melody Cookson (Chair)
 - Susan Hanna
 - Luis Gonzalez
 - Sumita Patel
 - Dianna Smeal
- Staff
 - Morgan Rodgers, Director – Recreation, Parks & Cultural Services
 - Kim Zane, Cultural Services Division Manager – Recreation, Parks & Cultural Services
 - Sarah Bausano, Administrative Office Coordinator – Recreation, Parks & Cultural Services
 - Lara Haddadin, Cultural Services Staff – Recreation, Parks & Cultural Services

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MEETING MINUTES

a. Cultural Arts Commission Meeting Minutes from June 23, 2026

- ❖ Chairwoman Cookson called for a motion to approve the minutes.
 - Commissioner Hanna offered a motion to approve the minutes, as written, from the June 23, 2026, Cultural Arts Commission Meeting.
 - Commissioner Gonzalez seconded the motion.
- ❖ The motion was approved unanimously (5-0-0).

V. NEW BUSINESS

a. Public Art Application – Webb Bridge Tunnel Mural

Kim Zane came forward to present the item to the Commission and introduced the Artist Sarah Emerson.

- ❖ Chairwoman Cookson called for a motion to approve the Public Art Application – Webb Bridge Tunnel Mural.
- ❖ Commissioner Smeal offered a motion to approve the Public Art Application – Webb Bridge Tunnel Mural.
 - Commissioner Patel seconded the motion.
- ❖ The motion was approved unanimously (5-0-0).
- The Cultural Arts Commission asked about lighting in the tunnel and signage for the tunnel. Kim stated that there will not be lighting installed in the tunnel and she will work with the Natural Resources Commission on getting signage installed.

VI. STAFF PRESENTATIONS

a. Cultural Services Division Monthly Report – August 2026

- Kim Zane, Cultural Services Division Manager for the Recreation, Parks, and Cultural Services Department came forward to present the item.
- The Cultural Arts Commission had some questions regarding the placement of the Crack in the Past Sculpture and Kim stated that City Council made the recommendation to move it to Wills Park.

VII. CULTURAL ARTS COMMISSIONER REPORTS

- Commissioner Hanna expressed her appreciation to Arts Alpharetta and Kim, she stated that the City is lucky to have them. She also stated that the Alpharetta Symphony is starting their 11th season, September 18th is the opening.
- Commissioner Gonzalez stated that the efforts Nancy Murphy has given to the City are amazing. Proud of this City.
- Chair Woman Cookson stated that ACT1's Cotton Patch opens in October.

VIII. PUBLIC COMMENT

- None

IX. ADJOURNMENT

- ❖ Chairwoman Cookson called for a motion to adjourn the meeting.
- ❖ Commissioner Smeal made a motion to adjourn the meeting.
 - Commissioner Hanna seconded the motion.
 - The motion was approved unanimously (5-0-0).
- ❖ With there being no further business to consider or discuss, Chairwoman Cookson adjourned the meeting at 6:13 p.m.

Respectfully submitted,

Sarah Bausano

Sarah Bausano
Administrative Office Coordinator
Recreation, Parks & Cultural Services



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: September 14, 2026

AGENDA ITEM:

Financial Management Report (Month Ending July 31, 2026)

Consideration and approval of the Financial Management Report for the month ending July 31, 2026.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending July 31, 2026.

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:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

ATTACHMENTS:

1. FY 2027 Financial Management Report (1-July)

Financial Management Reports

for the month ending

July 31, 2026

(period 1 of 12 - unaudited)



City of Alpharetta
Finance Department



2 Park Plaza,
Alpharetta, GA 30009



Thomas G. Harris,
Finance Director

678-297-6000

www.alpharetta.ga.us

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Financial Management Reports

Fiscal Year 2027

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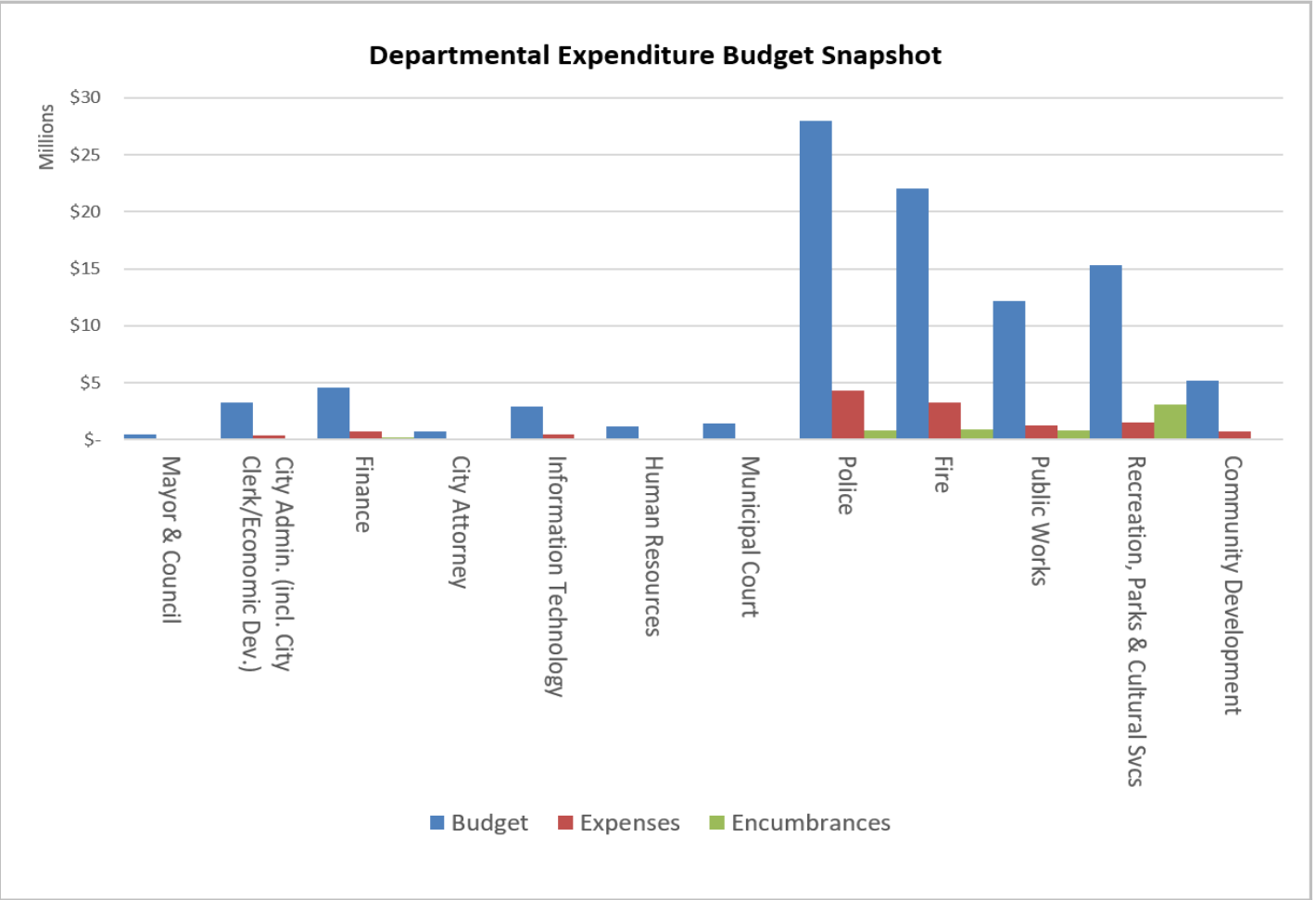
Please Note: Accounting entries are being made between fiscal years 2026 and 2027 as part of the accounting closing process. As such, the data below is tentative with some values labeled "TBD" while the accounting closing process is progressing.

CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended July 31, 2026

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL	Revenues	Performance Status	Forecasted Gain/Loss
	Top-10		
	Property/Motor Vehicle Taxes-Fees	↔	\$0
	Local Option Sales Taxes	↔	\$0
	Franchise Taxes	↔	\$0
	Insurance Premium Taxes	↔	\$0
	Alcohol Beverage Excise Taxes	↔	\$0
	Building Permit Fees	↔	\$0
	Business and Occupational Taxes	↔	\$0
	Court/Traffic Fines	↔	\$0
	Recreation/Special Event Fees	↔	\$5,588
	Hotel/Motel Taxes (City portion)	↔	\$0
	Other Revenues	↔	\$4,608
	Minimum Surplus Goal Needed to Fund Capital: <i>(\$15M Annual Capital Need less \$670,345 allocated in the annual budget and \$5.1M allocated through TSPLOST)</i>		\$9.2M
	Less: Forecasted Revenue Gain		TBD
	Less: Forecasted Expenditure Savings		TBD



FUND SYNOPSIS		Revenue	Expenses	Non-Allocated
	General Fund (Contingency)	↔	↔	\$1,000,000
	Special Revenue Funds			
	Confiscated Assets Fund (DEA)	N/A	N/A	\$397,294
	Opioid Settlement Fund	N/A	N/A	\$38,775
	Emergency 911 Fund	↔	↔	TBD
	Impact Fee Fund	N/A	N/A	\$2,061,980
	Hotel/Motel Fund	↔	↔	\$839,037
	Hotel/Motel Fund (Debt Svc Reserve)	N/A	N/A	\$1,500,000
	Debt Service Fund	↔	↔	\$881,489
	Proprietary Funds			
	Solid Waste Fund	↔	↔	TBD
	Risk Management Fund	↔	↔	TBD
	Medical Insurance Fund	N/A	N/A	TBD

	Non-Allocated	BOND RATING
Grant Funds		
Operating Grant Fund	\$22,131	
Capital Grant Fund	\$71,406	
Capital Project Funds		
Capital Project Fund	\$2,780,550	EMERGENCY RESERVE
Capital Project Fund (Grant Matching Reserve)	\$0	
Stormwater Capital Fund	\$215,582	General Fund TBD
Series 2022 Bond Fund (Parks)	\$590,927	
Series 2022 Bond Fund (Potential Arbitrage)	\$1,106,566	Emergency 911 Fund TBD
TSPLOST I Capital Fund	\$2,945,551	
TSPLOST II Capital Fund	\$13,462,264	Sanitation Fund TBD
Blended Component Unit		
Development Authority Fund	\$300,745	

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR 

DATE: SEPTEMBER 14, 2026

RE: FINANCIAL MANAGEMENT REPORTS AS OF JULY 31, 2026

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending July 31, 2026.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2026 (FY 2026). The figures represented herein are subject to change in accordance with accounting entries made during the closing process

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2027 revenues are budgeted at \$102 million (net of Carryforward Fund Balance totaling \$5.7 million). As of July 31, 2026, actual revenue collections total over 2% or \$2.4 million.

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

As of the date of this memo, the City has not received a preliminary certified tax digest for FY 2027. The tax digest is the compilation of property assessments used to calculate the tax base. Fulton County says its Board of Assessors had an unprecedented backlog of unprocessed "land packages," which delayed completion and submission of the FY 2027 tax digest to the Georgia Department of Revenue.

However, the Fulton County Tax Commissioner's Office has provided a preliminary estimated tax digest for FY 2027 which totals \$7.7 billion (net of all exemptions/motor vehicle values) and represents growth of 5%, or \$374 million, over the certified FY 2026 digest.

Reporting on FY 2027 tax digest valuation changes associated with new construction and reassessments of existing residential and commercial properties will be provided once available.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
T. KIRK DRISKELL
JOHN HIPES
KATIE REEVES

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of July 31, 2026, city departments (not including General Government¹) have encumbered and expensed 20%, or \$19 million, of their FY 2027 budget appropriations. Roughly \$6.2 million of this total is made up of encumbrances which will be paid out over the course of the fiscal year as goods and services are delivered.

Contingency: The General Fund contingency balance totals \$1 million.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$141,677. Remaining appropriations are set aside for a non-allocated reserve (\$22,131) and grant match reserve (\$4,931).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total \$958,997. Remaining appropriations are set aside for a non-allocated reserve (\$71,406).

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$13.7 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.8 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$3.7 million. Remaining appropriations are set aside for a non-allocated reserve (\$215,582).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$5 million. Remaining appropriations are set aside for a non-allocated reserve (\$590,927) and a reserve for future arbitrage liability (\$1.1 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$5.3 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.9 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$70 million and represents the full authorized funding level (115% of original revenue estimates).

Unspent/unencumbered project appropriations total \$26.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$13.5 million).

Hotel/Motel Fund: FY 2027 revenues are budgeted at \$9.5 million (net of carryforward fund balance totaling \$500,000).

Appropriations within the Hotel/Motel Fund are as follows:

- Alpharetta Convention & Visitor's Bureau (43.75% or \$4.2 million).

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

- City of Alpharetta (37.5% or \$3.6 million).
- Tourism Product Development (18.75%):
 - \$1.5 million for debt service on the Series 2016 Convention Center Bonds.
 - \$839,037 reserve available for appropriation by the City Council for allowable tourism product development uses.
 - Please note: the monthly financial management reports for August will include the roll-forward of \$1.5 million in existing appropriations for the debt service reserve (intended to insulate the City from hotel tax fluctuations that may impact debt service funding in any given fiscal year).

Other Items

Council Member Stipend Activity Listing: The FY 2027 budget includes appropriations of \$8,000 for the Mayor and \$6,000 for each City Council Post and the available balances as of July 31, 2026, are as follows:

		Budget	Expenditures	Available Balance
Mayor:	Jim Gilvin	\$ 8,000	\$ 104	\$ 7,896
Post #1:	T. Kirk Driskell	\$ 6,000	\$ 60	\$ 5,940
Post #2:	Katie Reeves	\$ 6,000	\$ 94	\$ 5,906
Post #3:	Doug DeRito	\$ 6,000	\$ 148	\$ 5,852
Post #4:	John Hipes	\$ 6,000	\$ 3,179	\$ 2,821
Post #5:	Fergal Brady	\$ 6,000	\$ 136	\$ 5,864
Post #6:	Dan Merkel	\$ 6,000	\$ 60	\$ 5,940

Development Authority² (Component Reporting Unit)

As of July 31, 2026, the Development Authority has \$300,745 in forecasted resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of July 31, 2026

	Current Fiscal Year					Prior Fiscal Year		
	2027 Budget	2027 YTD	% Collected	2027 Estimated	Variance	2026 Actual	2026 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 35,720,000	\$ -	0.0%	\$ 35,720,000	\$ -	\$ 34,768,766	\$ 242,308	0.7%
Delinquent	348,000	119,267	34.3%	348,000	-	134,395	(284,812)	-211.9%
Motor Vehicle Tax	30,000	3,626	12.1%	30,000	-	38,497	-	0.0%
Motor Vehicle Title Fee	4,075,000	307,054	7.5%	4,075,000	-	3,180,485	-	0.0%
Local Option Sales Tax	23,075,000	-	0.0%	23,075,000	-	23,536,976	-	0.0%
Franchise Tax	7,675,000	117,897	1.5%	7,675,000	-	7,643,652	(130,247)	-1.7%
Insurance Premium Tax	7,400,000	-	0.0%	7,400,000	-	7,159,239	-	0.0%
Alcohol Beverage Excise Tax	2,900,000	251,521	8.7%	2,900,000	-	2,601,195	(8,122)	-0.3%
Building Permit Fees	2,000,000	229,991	11.5%	2,000,000	-	2,704,576	143,169	5.3%
Business and Occupational Tax	2,200,000	73,071	3.3%	2,200,000	-	2,030,098	15,617	0.8%
Court/Traffic Fines	2,200,000	185,949	8.5%	2,200,000	-	2,149,677	202,527	9.4%
Recreation/Special Event Fees	3,969,800	329,691	8.3%	3,975,388	5,588	3,688,134	330,930	9.0%
Hotel/Motel Tax (City portion)	3,562,500	347,212	9.7%	3,562,500	-	3,608,104	-	0.0%
subtotal	\$ 95,155,300	\$ 1,965,279	2.1%	\$ 95,160,888	\$ 5,588	\$ 93,243,795	\$ 511,369	0.5%
Other Revenues	6,397,627	393,927	6.2%	6,402,235	4,608	7,122,345	306,755	4.3%
Total Revenues	\$ 101,552,927	\$ 2,359,205	2.3%	\$ 101,563,123	\$ 10,196	\$ 100,366,140	\$ 818,124	0.8%
 Carryforward Fund Balance	 5,661,572							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of July 31, 2026

	Current Fiscal Year						Prior Fiscal Year		
	2027 Budget	2027 Encumbrances	2027 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2026 Exp. (Total)	2026 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 506,145	\$ 12,313	\$ 51,819	\$ 442,014	12.7%	10.2%	\$ 382,963	\$ 38,752	10.1%
City Admin. (incl. City Clerk/Economic Dev.)	3,227,523	15,366	419,983	2,792,174	13.5%	13.0%	2,720,866	233,879	8.6%
Finance	4,561,407	239,086	705,019	3,617,301	20.7%	15.5%	4,179,977	591,627	14.2%
City Attorney	775,000	-	(2,795)	777,795	-0.4%	-0.4%	761,324	-	0.0%
Information Technology	2,934,680	58,118	430,477	2,446,085	16.6%	14.7%	2,339,982	339,199	14.5%
Human Resources	1,194,219	108,394	96,320	989,505	17.1%	8.1%	1,065,335	94,205	8.8%
Municipal Court	1,454,654	53,151	138,538	1,262,965	13.2%	9.5%	1,308,007	125,545	9.6%
Police	27,944,849	800,343	4,312,261	22,832,246	18.3%	15.4%	25,085,993	6,391,821	25.5%
Fire	22,059,645	940,988	3,230,029	17,888,628	18.9%	14.6%	19,728,243	(304,377)	-1.5%
Public Works	12,184,410	787,611	1,232,165	10,164,634	16.6%	10.1%	11,125,666	1,039,505	9.3%
Recreation, Parks & Cultural Svcs	15,328,078	3,131,160	1,504,100	10,692,818	30.2%	9.8%	14,537,302	1,295,937	8.9%
Community Development	5,170,161	48,530	747,232	4,374,399	15.4%	14.5%	4,581,012	607,977	13.3%
subtotal	\$ 97,340,771	\$ 6,195,059	\$ 12,865,147	\$ 78,280,565	19.6%	13.2%	\$ 87,816,671	\$ 10,454,071	11.9%
General Government:									
Insurance Premiums (Risk)	\$ 1,206,500	\$ -	\$ -	\$ 1,206,500	0.0%	0.0%	\$ 1,060,500	\$ 88,375	8.3%
Gwinnett Tech Bond P&I	289,315	-	-	289,315	0.0%	0.0%	291,065	-	0.0%
Transfer(s) to other Funds	7,126,913	-	-	7,126,913	0.0%	0.0%	7,173,628	-	0.0%
Reserve (POAB/Fire Truck)	251,000	-	-	251,000	0.0%	0.0%	-	-	-
Contingency	1,000,000	-	-	1,000,000	0.0%	0.0%	22,010	(6,300)	-28.6%
subtotal	\$ 9,873,728	\$ -	\$ -	\$ 9,873,728	0.0%	0.0%	\$ 8,547,203	\$ 82,075	1.0%
Total Expenditures	\$ 107,214,499	\$ 6,195,059	\$ 12,865,147	\$ 88,154,293	17.8%	12.0%	\$ 96,363,874	\$ 10,536,146	10.9%



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of July 31, 2026

		Current Fiscal Year						Prior Fiscal Year		
		2027 Budget	2027 Encumbrances	2027 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2026 Exp. (Total)	2026 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1)	Regular Salaries	\$ 40,900,115	\$ -	\$ 3,112,503	\$ 37,787,612	7.6%	7.6%	\$ 37,227,447	\$ 2,120,829	5.7%
	Overtime	3,774,500	-	369,837	3,404,663	9.8%	9.8%	3,817,666	212,430	5.6%
	Group Insurance	11,496,353	-	1,409,335	10,087,018	12.3%	12.3%	9,476,589	1,306,735	13.8%
	FICA and Social Security	3,443,051	-	257,218	3,185,833	7.5%	7.5%	2,994,512	163,412	5.5%
	Defined Benefit Pension	4,029,754	-	4,029,754	-	100.0%	100.0%	3,782,091	3,782,091	100.0%
	401(A) Retirement/Match	4,910,899	-	232,310	4,678,589	4.7%	4.7%	3,890,023	306,478	7.9%
(2)	Other	2,070,548	-	1,001,025	1,069,523	48.3%	48.3%	1,916,817	1,010,654	52.7%
	subtotal	\$ 70,625,220	\$ -	\$ 10,411,983	\$ 60,213,237	14.7%	14.7%	\$ 63,105,145	\$ 8,902,628	14.1%
Maintenance & Operations:										
	Professional Services	\$ 4,052,658	\$ 1,831,469	\$ 251,909	\$ 1,969,280	51.4%	6.2%	\$ 3,829,158	\$ 199,358	5.2%
	Legal Services	775,000	-	(2,795)	777,795	-0.4%	-0.4%	761,324	-	0.0%
	Vehicle Fuel/Maintenance	1,554,500	17,946	80,413	1,456,141	6.3%	5.2%	1,360,878	70,247	5.2%
	Maintenance Contracts	4,927,484	2,519,744	342,781	2,064,959	58.1%	7.0%	4,397,393	323,043	7.3%
	IT Professional Services	5,218,752	943,386	1,120,168	3,155,198	39.5%	21.5%	4,383,087	717,318	16.4%
	General Supplies	1,335,666	189,106	82,755	1,063,804	20.4%	6.2%	1,265,055	63,225	5.0%
	Utilities	3,657,675	-	44,556	3,613,119	1.2%	1.2%	3,663,240	17,849	0.5%
	Insurance Premiums (Risk)	1,206,500	-	-	1,206,500	0.0%	0.0%	1,060,500	88,375	8.3%
	Other	3,909,688	693,406	249,732	2,966,549	24.1%	6.4%	3,496,861	148,579	4.2%
	subtotal	\$ 26,637,923	\$ 6,195,059	\$ 2,169,518	\$ 18,273,346	31.4%	8.1%	\$ 24,217,494	\$ 1,627,994	6.7%
Capital/Leases/Other:										
	Capital Leases	\$ 991,128	\$ -	\$ 226,006	\$ 765,122	22.8%	22.8%	\$ 1,005,108	\$ -	0.0%
	Equipment/Capital	283,000	-	57,076	225,924	20.2%	20.2%	536,379	3,203	0.6%
	Other	10,000	-	564	9,436	5.6%	5.6%	13,044	8,621	66.1%
	subtotal	\$ 1,284,128	\$ -	\$ 283,646	\$ 1,000,482	22.1%	22.1%	\$ 1,554,531	\$ 11,824	0.8%
General Government:										
	Gwinnett Tech Bond P&I	\$ 289,315	\$ -	\$ -	\$ 289,315	0.0%	0.0%	\$ 291,065	\$ -	0.0%
	Transfer(s) to other Funds	7,126,913	-	-	7,126,913	0.0%	0.0%	7,173,628	-	0.0%
	Reserve (Fire Truck Lease)	251,000	-	-	251,000	0.0%	0.0%	-	-	-
	Contingency	1,000,000	-	-	1,000,000	0.0%	0.0%	22,010	(6,300)	-28.6%
	subtotal	\$ 8,667,228	\$ -	\$ -	\$ 8,667,228	0.0%	0.0%	\$ 7,486,703	\$ (6,300)	-0.1%
Total Expenditures		\$ 107,214,499	\$ 6,195,059	\$ 12,865,147	\$ 88,154,293	17.8%	12.0%	\$ 96,363,874	\$ 10,536,146	10.9%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of July 31, 2026

			Fiscal Years 2013-2026		FY 2027					
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues										
Public Safety										
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	G2509	2024 BULLETPROOF VEST (DOT)	13,335	12,138	-	1,197	1,197	-		1,197
22031150-331110	G2605	2025 BULLETPROOF VEST (DOJ)	16,993	-	-	16,993	16,993	-		16,993
subtotal					\$ -	\$ 18,190	\$ 18,190	\$ -		\$ 18,190
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	430,574	430,574	\$ -	\$ -	\$ -	\$ -		\$ -
22061150-371000	C2234	ARTS CENTER (CERAMICS)	5,828	5,828	-	-	-	-		-
22061150-347509	C2308	MUSIC MATCH SPONSORSHIPS	6,664	6,664	-	-	-	-		-
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	6,476	6,476	-	-	-	246		(246)
22061150-371000	C2528	SENIOR TALENT SHOW	2,500	2,500	-	-	-	-		-
22061150-371000	G2604	GRPA ATL HAWKS	2,380	2,380	-	-	-	-		-
22061150-371000	C2617	COMM AGR FACILITY RENOVATION	13,739	13,739	-	-	-	3,000		(3,000)
subtotal					\$ -	\$ -	\$ -	\$ 3,246		\$ (3,246)
General Government										
22090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ -		\$ -
22090200-362000		REALIZED GAIN/LOSS			-	-	-	-		-
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	-		-
22090200-395000		CARRYFORWARD FUND BALANCE			-	206,176	206,176	-		206,176
subtotal					\$ -	\$ 206,176	\$ 206,176	\$ -		\$ 206,176
Total					\$ -	\$ 224,366	\$ 224,366	\$ 3,246		\$ 221,120



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of July 31, 2026

			Fiscal Years 2013-2026		FY 2027					
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
Public Safety										
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440
22031150-542100	G2605	2025 BULLETPROOF VEST (DOJ)	33,987	2,774	-	31,213	31,213	-	-	31,213
subtotal					\$ -	\$ 37,653	\$ 37,653	\$ -	\$ -	\$ 37,653
Public Works										
22041100-522240	G2512	KEEP AMERICA BEAUTIFUL	10,001	5,820	\$ -	\$ 4,181	\$ 4,181	\$ -	\$ -	\$ 4,181
subtotal					\$ -	\$ 4,181	\$ 4,181	\$ -	\$ -	\$ 4,181
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	406,765	278,349	\$ -	\$ 128,416	\$ 128,416	\$ -	\$ 50,000	\$ 78,416
22061150-531100	C2234	ARTS CENTER (CERAMICS)	8,894	3,267	-	5,627	5,627	5,627	-	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	13,142	11,465	-	1,677	1,677	-	-	1,677
22061150-531100	C2528	SENIOR TALENT SHOW	6,130	2,500	-	3,630	3,630	-	-	3,630
22061150-531100	G2604	GRPA ATL HAWKS	2,380	-	-	2,380	2,380	-	-	2,380
22061150-541300	C2617	COMM AGR FACILITY RENOVATION	13,740	-	-	13,740	13,740	-	-	13,740
subtotal					\$ -	\$ 155,470	\$ 155,470	\$ 5,627	\$ 50,000	\$ 99,843
Non-Allocated										
22090200-579000		CONTINGENCY			\$ -	\$ 22,131	\$ 22,131	\$ -	\$ -	\$ 22,131
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	4,931	4,931	-	-	4,931
subtotal					\$ -	\$ 27,062	\$ 27,062	\$ -	\$ -	\$ 27,062
Total					\$ -	\$ 224,366	\$ 224,366	\$ 5,627	\$ 50,000	\$ 168,739



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of July 31, 2026

Account #			Fiscal Years 2013-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Revenue										
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	\$ -	\$ 241,538	\$ 241,538	\$ -		\$ 241,538
30131150-332200	C2526	TESLA FLEET TAX CREDIT FY2025	30,000	-	-	30,000	30,000	-		30,000
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	229,166	217,707	-	11,459	11,459	-		11,459
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	1,930,001	429,981	-	1,500,020	1,500,020	-		1,500,020
30161150-371000	C1911	EQUESTRIAN CENTER	1,951,327	1,000,000	-	951,327	951,327	-		951,327
30161150-371000	C1926	NORTHSIDE MOU (PARKS)	15,000	15,000	-	-	-	-		-
30161150-371000	C1929	COMM AG PROGRAM	142,239	142,239	-	-	-	222		(222)
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	571,054	571,054	-	-	-	250		(250)
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA	62,084	59,555	-	2,529	2,529	2,528		1
30161150-371000	C2612	WILLS PARK FIELD 5	282,143	-	-	282,143	282,143	-		282,143
30174150-337000	C0910	TREE REPLACEMENT FUND	2,060,810	2,060,810	-	-	-	98,100		(98,100)
30174150-371000	C2624	WINDWARD CROSSING PLAN	12,800	-	-	12,800	12,800	12,800		-
subtotal					\$ -	\$ 3,031,816	\$ 3,031,816	\$ 113,900		\$ 2,917,916
Non-Departmental										
30190200-361000		INTEREST EARNINGS			\$ 400,000	\$ -	\$ 400,000	\$ -		\$ 400,000
30161150-361000	C1911	INTEREST EARNINGS (EQUESTRIAN CENTER)			-	-	-	-		-
30190200-362000		REALIZED GAIN/LOSS			-	-	-	-		-
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	-		-
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			4,931,917	-	4,931,917	-		4,931,917
30190200-395000		CARRYFORWARD FUND BALANCE			3,500,000.00	13,963,132	17,463,132	-		17,463,132
subtotal					\$ 8,831,917	\$ 13,963,132	\$ 22,795,049	\$ -		\$ 22,795,049
Total					\$ 8,831,917	\$ 16,994,948	\$ 25,826,865	\$ 113,900		\$ 25,712,965



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of July 31, 2026

			Fiscal Years 2013-2026		FY 2027						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget	
Account #	Project										
Expenditures											
Administration											
30113230-544100	C1300	CITY ECONOMIC DEVELOPMENT INITIATIVES	237,350	-	\$ 100,000	\$ 137,350	\$ 237,350	\$ -	\$ 120,000	\$ 117,350	
		subtotal			\$ 100,000	\$ 137,350	\$ 237,350	\$ -	\$ 120,000	\$ 117,350	
Information Technology											
30117400-542400	C1103	NETWORK AND VOIP	717,680	545,904	\$ -	\$ 171,776	\$ 171,776	\$ -	\$ 46,846	\$ 124,931	
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	4,689,021	3,880,787	397,800	410,434	808,234	2,319	1,800	804,115	
30117400-542100	C1517	PW DATA CENTER AC	45,000	-	45,000	-	45,000	-	-	45,000	
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,146	204,706	-	195,440	195,440	-	-	195,440	
30117400-544200	C2201	CITY COUNCIL A/V REPLACEMENT	61,000	55,674	-	5,326	5,326	-	-	5,326	
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	35,500	-	14,500	14,500	-	-	14,500	
30117400-542400	C2600	DATA CTR SERVER REPLACEMENT	500,001	460,639	-	39,362	39,362	-	3,000	36,362	
30117400-521200	C2700	AI STRATEGY	125,000	-	125,000	-	125,000	-	-	125,000	
		subtotal			\$ 567,800	\$ 836,838	\$ 1,404,638	\$ 2,319	\$ 51,646	\$ 1,350,673	
Public Safety											
30131150-542400	C2052	SECURITY SYSTEM REFRESH	472,061	452,079	\$ -	\$ 19,982	\$ 19,982	\$ -	\$ -	\$ 19,982	
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,002	912,081	-	1,337,921	1,337,921	-	1,335,263	2,658	
30131150-542400	C2406	REAL TIME CRIME CENTER	135,932	44,343	-	91,589	91,589	-	-	91,589	
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	-	-	-	-	-	1,850	-	(1,850)	
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1	
30131150-541300	C2501	FS81 RENOVATIONS	3,089,220	278,275	-	2,810,945	2,810,945	-	2,810,945	-	
30131150-541300	C2502	2972 WB RD RENOVATIONS	234,133	230,912	-	3,221	3,221	-	-	3,221	
30131150-542200	C2504	FY2025 FLEET REPLACEMENT	1,558,689	753,557	-	805,132	805,132	210,299	284,652	310,181	
30131150-542200	V2505	FY2025 FIRE LT VEHICLE	50,001	43,118	-	6,883	6,883	-	6,882	1	
30131150-542100	C2506	FIRE TRUCK EQUIPMENT	187,662	133,899	-	53,763	53,763	-	26,472	27,291	
30131150-542200	C2601	FY 2026 FLEET REPLACEMENT	1,600,000	90,716	-	1,509,284	1,509,284	-	336,121	1,173,163	
30131150-542100	C2602	GATE SYSTEM REPAIR	32,000	-		32,000	32,000	-	-	32,000	
30131150-542400	C2604	CAMERA MGMT PROGRAM	300,000	-	75,000	225,000	300,000	-	-	300,000	
30131150-542200	C2616	JAIL OPERATIONS FLEET	50,150	-	-	50,150	50,150	-	-	50,150	



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
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 As of July 31, 2026

Account #	Project	Fiscal Years 2013-2026		FY 2027					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30131150-542200 C2701	FY 2027 FLEET REPLACEMENT	1,481,249	-	1,481,249	-	1,481,249	-	-	1,481,249
	subtotal			\$ 1,556,249	\$ 7,187,408	\$ 8,743,657	\$ 212,149	\$ 5,041,872	\$ 3,489,636
Public Works									
30141100-541200 C0910	TREE REPLACEMENT FUND	\$ 2,803,964	\$ 1,575,954	\$ -	\$ 1,228,010	\$ 1,228,010	\$ 12,518	\$ 6,355	\$ 1,209,138
30141100-541200 C1008	CEMETERY AUTHORITY-MAINTENANCE	481,823	290,425	-	191,398	191,398	-	14,054	177,345
30141100-541410 C1207	BRIDGE MAINTENANCE	1,115,213	1,083,991	-	31,222	31,222	-	-	31,222
30141100-541410 C1208	MAST ARM MAINTENANCE	105,000	72,100	-	32,900	32,900	-	-	32,900
30141100-541410 C1217	TRAFFIC CALMING & INTERSECTION IMP	663,586	621,304	-	42,282	42,282	-	-	42,282
30141100-541410 C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	974,269	970,389	-	3,880	3,880	-	3,880	-
30141100-541410 C1219	MILLING AND RESURFACING	28,695,922	28,676,433	-	19,489	19,489	-	19,295	194
30141100-541410 C1220	TRAFFIC CONTROL EQUIPMENT	1,357,080	1,287,956	-	69,124	69,124	15,203	53,750	171
30141100-541410 C1221	DESIGN SERVICES	1,153,302	1,084,919	40,000	28,383	68,383	100	22,212	46,071
30141100-542200 C1223	FLEET REPLACEMENT	3,100,224	2,411,479	680,000	8,745	688,745	-	-	688,745
30141100-541300 C1229	FACILITY ROOF REPAIR/REPLACEMENT	90,000	-	90,000	-	90,000	-	46,511	43,489
30141100-541200 C1302	TREE PLANTING & LANDSCAPING IMP	1,699,773	1,255,907	-	443,866	443,866	58,309	54,649	330,908
30141100-542100 C1802	PW EQUIPMENT REPLACEMENT	299,835	269,835	30,000	-	30,000	-	3,340	26,660
30141100+541300 C1902	FIRE STATION RENOCATIONS	40,000	-	40,000	-	40,000	-	19,244	20,756
30141100-541300 C1904	PW HQ RENOVATIONS	90,001	80,684	-	9,317	9,317	-	-	9,317
30141100-541300 C1906	CITY HALL RENOVATIONS	132,500	55,695	35,000	41,805	76,805	-	41,805	35,000
30141100-541300 C2003	HVAC REPLACEMENTS	756,561	591,561	165,000	-	165,000	-	-	165,000
30141100-541300 C2004	GENERATOR REPLACEMENT	135,499	35,499	100,000	-	100,000	-	34,995	65,005
30141100-542400 C2026	TCC HARDWARE/SOFTWARE	170,004	115,967	-	54,037	54,037	-	-	54,037
30141100-541410 C2048	STREETLIGHT MAINTENANCE	434,081	328,421	-	105,660	105,660	-	-	105,660
30141100-541500 C2050	REC FACILITY MAINTENANCE	255,000	205,000	50,000	-	50,000	-	48,251	1,749
30141100-541300 C2053	PARKING GARAGE MAINTENANCE	506,308	329,149	125,000	52,159	177,159	2,553	1,240	173,366
30141100-541410 C2113	ENCORE GREENWAY GATEWAY	1,930,002	1,016,386	-	913,616	913,616	-	913,594	22
30141100-521200 C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,001	106,191	-	258,810	258,810	-	35,638	223,172
30141100-542100 C2410	WINTER WEATHER EQUIPMENT	110,000	47,880	45,000	17,120	62,120	-	-	62,120



CITY OF ALPHARETTA
 Financial Management Reports
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Account # Project			Fiscal Years 2013-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30141100-541300	C2511	FACILITY ASSESSMENT/ RENOVATIONS	1,489,647	-	1,150,000	339,647	1,489,647	-	189,647	1,300,000
30141100-541300	C2512	PS FACILITY MAINTENANCE	375,000	170,538	200,000	4,462	204,462	-	728	203,734
subtotal					\$ 2,750,000	\$ 3,895,932	\$ 6,645,932	\$ 88,682	\$ 1,509,189	\$ 5,048,061
Recreation, Parks & Cultural Services										
30161150-541200	C1210	TREE MAINT-PLANTING-REMOVAL	\$ 934,757	\$ 767,218	\$ 125,000	\$ 42,539	\$ 167,539	\$ -	\$ 10,654	\$ 156,885
30161150-541500	C1221	DESIGN SERVICES	270,425	233,576	10,000	26,849	36,849	4,725	8,775	23,349
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	1,258,289	1,067,185	62,500	128,604	191,104	-	-	191,104
30161150-544200	C1527	VETERANS MEMORIAL	105,668	85,694	-	19,974	19,974	-	-	19,974
30161150-541500	C1614	THE STORIES PROJECT	85,000	78,065	-	6,935	6,935	-	-	6,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	1,438,595	517,154	-	921,441	921,441	-	17,592	903,849
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	1,382,213	1,176,286	200,000	5,927	205,927	-	5,927	200,000
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	858,640	808,640	50,000	-	50,000	-	-	50,000
30161150-544100	C1807	PUBLIC ARTS PROGRAM	431,000	348,840	45,000	37,160	82,160	-	-	82,160
30161150-541500	C1911	EQUESTRIAN CENTER	1,978,375	903,430	-	1,074,945	1,074,945	-	1,074,944	1
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	164,904	149,500	-	15,404	15,404	-	-	15,404
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	142,244	117,630	-	24,614	24,614	-	-	24,614
30161150-541500	C2035	NORTH PARK RESTROOM 1 - 4	271,180	122,408	-	148,772	148,772	-	148,772	0
30161150-541500	C2202	ATHLETIC COURTS RESURFACING	300,000	-	300,000	-	300,000	-	-	300,000
30161150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	5,314	-	69,686	69,686	-	-	69,686
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	125,000	-	-	125,000	125,000	-	-	125,000
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	571,139	541,477	-	29,662	29,662	-	-	29,662
30161150-541500	C2411	PARK TRAIL MAINTENANCE	325,000	290,510	25,000	9,490	34,490	-	-	34,490
30161150-544100	C2415	PUBLIC ART FUND (CITY LOCATIONS)	107,500	2,020	25,000	80,480	105,480	-	-	105,480
30161150-544100	C2416	PUBLIC ART DEV (CITY PROP)	30,000	-	10,000	20,000	30,000	-	-	30,000
30161150-544100	C2417	PUBLIC ART IN PARKS	60,001	28,685	20,000	11,316	31,316	-	9,450	21,866
30161150-541500	C2426	MAYFIELD PARK - MILTON IGA	126,695	124,166	-	2,529	2,529	-	-	2,529
30161150-541500	C2515	PARK SECURITY IMPROVEMENTS	184,000	-	60,000	124,000	184,000	-	-	184,000



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			Fiscal Years 2013-2026		FY 2027					
Account #		Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30161150-541500	C2612	WILLS PARK FIELD 5 TURF	382,144	5,289	-	376,855	376,855	-	372,143	4,712
30161150-521200	C2622	USA 250 CELEBRATION	83,638	71,819	-	11,819	11,819	-	11,819	-
30161150-541500	G2507	LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,814	-	398,187	398,187	-	369,905	28,282
30161150-541500	G2603	ADA-AAC PARKING LOT-CITY FUNDING	153,189	838	-	152,351	152,351	-	152,350	1
30161150-541500	C2702	SHADE STRUCTURES	30,000	-	30,000	-	30,000	-	9,950	20,050
30161150-541500	C2703	FOUNTAIN-POOL MAINTENANCE	75,000	-	75,000	-	75,000	-	-	75,000
30161150-541500	C2704	ALPHALOOP MAINTENANCE	50,000	-	50,000	-	50,000	-	-	50,000
30161150-541500	C2705	HBR RESTROOM (GREENWAY)	40,500	-	40,500	-	40,500	-	-	40,500
30161150-541500	C2706	MARCONI RESTROOK (GREENWAY)	40,500	-	40,500	-	40,500	-	-	40,500
30161150-541500	C2707	ELECTRICAL (ROSWELL-CANTON ST)	50,000	-	50,000	-	50,000	-	-	50,000
30161150-541500	C2708	ELECTRICAL (ALPHALOOP)	25,000	-	25,000	-	25,000	-	-	25,000
		subtotal			\$ 1,243,500	\$ 3,864,539	\$ 5,108,039	\$ 4,725	\$ 2,192,281	\$ 2,911,033
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	523,552	315,748	\$ -	\$ 207,804	\$ 207,804	\$ -	\$ -	\$ 207,804
30174150-541410	C1603	DESIGN SERVICES	704,708	550,009	-	154,699	154,699	-	84,458	70,241
30174150-544100	C2403	SOUTH MAIN DISTRICT	200,000	49,357	-	150,643	150,643	-	3,643	147,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	300,000	6,863	-	293,137	293,137	-	21,637	271,500
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	39,369	-	631	631	-	631	0
30174150-544200	C2516	MILTON AVE LIGHTING	50,000	9,600	-	40,400	40,400	-	-	40,400
30174150-541410	C2517	ENTRY MONUMENTS	50,000	17,951	-	32,049	32,049	-	6,762	25,287
30174150-521200	C2614	COMPREHENSIVE PLAN UPDATE	120,000	118,264	-	1,736	1,736	-	-	1,736
30174150-521200	C2624	WINDWARD CROSSING PLAN	25,600	-	-	25,600	25,600	-	25,600	-
		subtotal			\$ -	\$ 906,699	\$ 906,699	\$ -	\$ 142,730	\$ 763,969
Non-Departmental										
30190200-579000		NON-ALLOCATED			\$ 2,614,368	\$ 166,182	\$ 2,780,550	\$ -	\$ -	\$ 2,780,550
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	-	-	-	-	-
		subtotal			\$ 2,614,368	\$ 166,182	\$ 2,780,550	\$ -	\$ -	\$ 2,780,550
		Total			\$ 8,831,917	\$ 16,994,948	\$ 25,826,865	\$ 307,876	\$ 9,057,717	16,461,272



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
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		Fiscal Years 2017-2026		FY 2027					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	813,342	713,342	\$ 100,000	\$ -	\$ 100,000	\$ -		\$ 100,000
30290200-362000	REALIZED GAIN/LOSS			-	-	-	-		-
30290200-363000	UNREALIZED GAIN/LOSS			-	-	-	-		-
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	23,314,364	21,914,364	1,400,000	-	1,400,000	-		1,400,000
30290200-395000	CARRYFORWARD FUND BALANCE	3,955,005	-	-	3,955,005	3,955,005	-		3,955,005
	subtotal			\$ 1,500,000	\$ 3,955,005	\$ 5,455,005	\$ -		\$ 5,455,005
	Total			\$ 1,500,000	\$ 3,955,005	\$ 5,455,005	\$ -		\$ 5,455,005
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	20,533,987	15,297,908	\$ 1,500,000	\$ 3,736,079	\$ 5,236,079	\$ 69,690	\$ 1,442,584	\$ 3,723,805
30241100-541430-C2518	MID-BROADWELL CULVERT	197,980	194,636	-	3,344	3,344	-	2,677	667
	subtotal			\$ 1,500,000	\$ 3,739,423	\$ 5,239,423	\$ 69,690	\$ 1,445,261	\$ 3,724,472
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 215,582	\$ 215,582	\$ -	\$ -	\$ 215,582
	subtotal			\$ -	\$ 215,582	\$ 215,582	\$ -	\$ -	\$ 215,582
	Total			\$ 1,500,000	\$ 3,955,005	\$ 5,455,005	\$ 69,690	\$ 1,445,261	\$ 3,940,054



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 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
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			Fiscal Years 2022-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ -		\$ -
31890200-395000	CARRYFORWARD FUND BALANCE				450,000	17,875,728	18,325,728	-		18,325,728
	subtotal				\$ 450,000	\$ 17,875,728	\$ 18,325,728	\$ -		\$ 18,325,728
	Total				\$ 450,000	\$ 17,875,728	\$ 18,325,728	\$ -		\$ 18,325,728
Expenditures										
31841100-541420	C1712	ALPHALOOP	5,126,631	735,131	\$ -	\$ 4,391,500	\$ 4,391,500	\$ 14,429	\$ 340,331	\$ 4,036,740
31841100-541420	C2520	ALPHALOOP (ROSWELL ST)	641,392	70,636	-	570,756	570,756	-	567,657	3,099
31841100-541420	C2521	ALPHALOOP (DEVORE RD)	650,290	51,765	-	598,525	598,525	-	598,525	-
31841100-541420	C2522	ALPHALOOP (OMP TO THOMPSON)	432,157	344,566	-	87,591	87,591	-	87,591	0
31841100-541420	C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	35,095	-	-	-	-	-	-
31841100-541420	C2619	ALPHALOOP (LAKEVIEW PKWY)	300,000	300,000	-	-	-	-	-	-
31841100-541420	C2625	ALPHALOOP (NWINDS-HBR)	314,800	-	-	314,800	314,800	-	-	314,800
31861150-541500	C0922	SYNTHETIC TURF	1,631,777	1,631,777	-	-	-	-	-	-
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	4,495,910	2,906,522	-	1,589,388	1,589,388	-	1,524,107	65,281
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	7,625,459	5,716,313	-	1,909,146	1,909,146	-	1,899,170	9,976
31861150-541500	C2216	UNION HILL PARK	3,280,003	841,996	-	2,438,007	2,438,007	-	2,428,801	9,206
31861150-541500	C2217	MID-BROADWELL PARK	496,021	496,021	-	-	-	-	-	-
31861150-541500	C2218	OLD RUCKER PARK	3,360,001	756,138	-	2,603,863	2,603,863	-	2,554,695	49,169
31861150-541500	C2219	FARMHOUSE PARK	2,000,001	325,342	-	1,674,659	1,674,659	-	1,604,088	70,571
31861150-541500	C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31861150-541500	C2304	PARK WOOD POLE REPLACEMENT	450,000	-	450,000	-	450,000	-	-	450,000
31890200-579000		PARKS RESERVE	590,927	-	-	590,927	590,927	-	-	590,927
31890200-579012		RESERVE FOR ARBITRAGE	1,106,566	-	-	1,106,566	1,106,566	-	-	1,106,566
31890200-584000		DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
		Total			\$ 450,000	\$ 17,875,728	\$ 18,325,728	\$ 14,429	\$ 11,604,965	\$ 6,706,334



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of July 31, 2026

			Fiscal Years 2018-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 1,939,099	\$ 14,441,724	\$ 16,380,823	\$ -		\$ 16,380,823
33541100-361000	INTEREST EARNINGS				300,000	-	300,000	-		300,000
	Total				\$ 2,239,099	\$ 14,441,724	\$ 16,680,823	\$ -		\$ 16,680,823
Expenditures										
Administration										
33541100-541410	C1631	MCGINNIS FERRY IGA (FORSYTH)	\$ 5,026,415	\$ 1,326,136	\$ -	\$ 3,700,279	\$ 3,700,279	\$ -	\$ -	\$ 3,700,279
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,358,658	1,310,445	-	48,213	48,213	-	48,212	1
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	4,955,850	4,860,893	-	94,957	94,957	-	94,957	0
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	3,503,143	-	1,382,858	1,382,858	-	1,382,857	1
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	6,678,126	2,404,415	-	4,273,711	4,273,711	-	4,116,960	156,751
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,002	4,706,653	-	1,293,349	1,293,349	-	266,543	1,026,806
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,002	14,058,097	-	2,941,905	2,941,905	70,508	2,405,711	465,686
33590200-579000	CONTINGENCY				2,239,099	706,452	2,945,551	-	-	2,945,551
	Total				\$ 2,239,099	\$ 14,441,724	\$ 16,680,823	\$ 70,508	\$ 8,315,240	\$ 8,295,075



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of July 31, 2026

Account #			Fiscal Years 2022-2026		FY 2027					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33690200-313400		TSPLOST II			\$ 9,000,000	\$ (1,159,442)	\$ 7,840,558	\$ -		\$ 7,840,558
33641100-361000		INTEREST EARNINGS			750,000	-	750,000	-		750,000
33690200-395000		CARRYFORWARD FUND BALANCE			7,600,000	28,038,207	35,638,207	-		35,638,207
Total					\$ 17,350,000	\$ 26,878,765	\$ 44,228,765	\$ -		\$ 44,228,765
Expenditures										
33641100-541410	C1207	BRIDGE MAINTENANCE	\$ 514,235	\$ -	\$ 250,000	\$ 264,235	\$ 514,235	\$ -	\$ -	\$ 514,235
33641100-541410	C1208	MAST ARM MAINTENANCE	150,000	-	150,000	\$ -	150,000	-	-	150,000
33641100-541410	C1215	STRIPING & SIGNAGE	600,001	229,341	320,000	50,660	370,660	2,394	43,971	324,295
33641100-541410	C1217	TRAFFIC CALMING-INTERSECT IMPROVEMENTS	50,000	-	50,000	-	50,000	-	-	50,000
33641100-541410	C1219	MILLING & RESURFACING	5,950,491	1,738,590	3,161,597	1,050,304	4,211,901	-	676,198	3,535,703
33641100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	210,000	-	210,000	-	210,000	510	-	209,490
33641100-542200	C1223	FLEET	240,000	-	240,000	-	240,000			240,000
33641100-541410	C1713	KIMBALL BR RD GAP	426,141	393,949	-	32,192	32,192	21,352	10,839	1
33641100-541420	C1801	SIDEWALK MAINT/REPAIR	1,500,001	534,306	750,000	215,695	965,695	7,167	53,914	904,614
33641100-541410	C2040	TRADEWINDS PARKWAY	2,000,000	437,015	-	1,562,985	1,562,985	-	-	1,562,985
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,219,002	9,107,166	-	4,111,836	4,111,836	78,489	888,895	3,144,452
33641100-541410	C2224	RAISED INTERSECTION (MARIETTA ST)	350,002	325,100	-	24,902	24,902	-	-	24,902
33641100-541410	C2225	CROSSING (CITY CTR/ CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,003	3,658,182	-	341,821	341,821	-	77,156	264,665
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,528	1,582,764	-	3,174,764	3,174,764	4,725	1,304,666	1,865,373
33641100-541420	C2242	NP ALPHALINK	10,000,000	-	-	10,000,000	10,000,000	-	-	10,000,000
33641100-541410	C2409	SR9 LANDSCAPING	1,665,000	-	-	1,665,000	1,665,000	-	-	1,665,000
33641100-541410	C2427	DRYDEN RD EXTENSION	776,386	3,120	-	773,266	773,266	-	-	773,266
33641100-541430	C2518	MID-BROADWELL CULVERT	1,547,879	508,642	-	1,039,237	1,039,237	-	1,039,237	0
33641100-521200	C2607	TSPLOST 3 EXHIBITS	100,000	10,153	-	89,847	89,847	-	20,397	69,450
33641100-541410	C2610	MAST ARMS (KIMBALL/NWINDS)	250,001	4,781	-	245,220	245,220	-	235,052	10,168
33641100-541410	C2709	WEBB BR RD)MORRIS-NPP)	158,485	-	-	158,485	158,485	-	-	158,485



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of July 31, 2026

Account #	Project	Fiscal Years 2022-2026		FY 2027					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
33641100-541410	C2710 NP PKWY AT TRADEWINDS/MORRIS	49,925	-	-	49,925	49,925	-	-	49,925
33641100-541410	C2711 WEBB BR RD AT WESTSIDE PKWY	26,775	-	-	26,775	26,775	-	-	26,775
33641100-541410	C2712 DOUGLAS RD AT CLUBHOUSE DR	45,815	-	-	45,815	45,815	-	-	45,815
33690200-579000	CONTINGENCY	13,462,264	-	12,218,403	1,243,861	13,462,264	-	-	13,462,264
	Total			\$ 17,350,000	\$ 26,878,765	\$ 44,228,765	\$ 114,637	\$ 4,430,965	\$ 39,683,163



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of July 31, 2026

			Fiscal Years 2013-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
27074110-341321	IMPACT FEES STREETS & HIGHWAYS		4,247,405	4,247,405	\$ -	\$ -	\$ -	\$ 25,854		\$ (25,854)
27074110-341323	IMPACT FEES RECREATION & PARKS		9,500,849	9,500,849	-	-	-	89,507		(89,507)
27074110-341324	IMPACT FEES PUBLIC SAFETY		1,156,989	1,156,989	-	-	-	2,453		(2,453)
27074110-395000	CARRYFORWARD FUND BALANCE		12,926,323	6,079,080	2,500,000	4,347,243	6,847,243	-		6,847,243
27074110-361000	INTEREST EARNINGS		769,478	769,478	-	-	-	-		-
	Total				\$ 2,500,000	\$ 4,347,243	\$ 6,847,243	\$ 117,813		\$ 6,729,430
Expenditures										
Fire										
27031150-541300	C2501	FS 81 RENOVATIONS	314,000	-	\$ -	\$ 314,000	314,000	\$ -	\$ 314,000	\$ -
	subtotal				\$ -	\$ 314,000	\$ 314,000	\$ -	\$ 314,000	\$ -
Public Works										
27041100-541410	C2427	DRYDEN RD EXTENSION	2,223,615	-	\$ -	\$ 2,223,615	\$ 2,223,615	\$ -	\$ -	\$ 2,223,615
	subtotal				\$ -	\$ 2,223,615	\$ 2,223,615	\$ -	\$ -	\$ 2,223,615
Recreation, Parks & Cultural Services										
27061150-541410	C2113	ENCORE GREENWAY GATEWAY	2,000,000	1,142,852	\$ -	\$ 857,148	\$ 857,148	\$ -	\$ 857,148	\$ 0
27061150-541500	C2612	WILLS PARKL FIELD 5 TURF	192,143	-	-	192,143	192,143	-	192,143	-
27061150-541500	C2615	MARIETTA-ROSWELL ST PARK	269,000	19,000	250,000	-	250,000	-	-	250,000
27061150-541500	C2705	HBR RESTROOM (GREENWAY)	459,500	-	459,500	-	459,500	-	-	459,500
27061150-541500	C2706	MARCONI RESTROOM (GREENWAY)	459,500	-	459,500	-	459,500	-	-	459,500
	subtotal				\$ 1,169,000	\$ 1,049,291	\$ 2,218,291	\$ -	\$ 1,049,291	\$ 1,169,000
Non-Departmental										
27074110-521200	PROFESSIONAL SERVICES				\$ -	\$ 29,357	\$ 29,357		\$ 29,356	\$ 1
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS				-	161,594	161,594	-	-	161,594
27074110-579002	NON-ALLOCATED PARKS				1,331,000	506,951	1,837,951	-	-	1,837,951
27074110-579003	NON-ALLOCATED PUBLIC SAFETY				-	62,435	62,435	-	-	62,435
	subtotal				\$ 1,331,000	\$ 760,337	\$ 2,091,337	\$ -	\$ 29,356	\$ 2,061,981
	Total				\$ 2,500,000	\$ 4,347,243	\$ 6,847,243	\$ -	\$ 1,392,647	\$ 5,454,596



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of July 31, 2026

			Fiscal Years 2013-2026		FY 2027					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
27590150-314100	HOTEL/MOTEL TAXES		107,207,337	97,707,337	\$ 9,500,000	\$ -	\$ 9,500,000	\$ 940,121		\$ 8,559,879
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX		14,953	14,953	-	-	-	1,463		(1,463)
27590150-362000	REALIZED GAIN/LOSS				-	-	-	-		-
27590150-363000	UNREALIZED GAIN/LOSS				-	-	-	-		-
27590150-361000	INTEREST EARNINGS		285,662	245,662	40,000	-	40,000	-		40,000
	subtotal				\$ 9,540,000	\$ -	\$ 9,540,000	\$ 941,583		\$ 8,598,417
Non-Departmental										
27590150-395000	CARRYFORWARD FUND BALANCE		500,000	-	\$ 500,000	\$ -	\$ 500,000	\$ -		\$ 500,000
	subtotal				\$ 500,000	\$ -	\$ 500,000	\$ -		\$ 500,000
	Total				\$ 10,040,000	\$ -	\$ 10,040,000	\$ 941,583		\$ 9,098,417
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION		47,168,843	43,012,593	\$ 4,156,250	\$ -	\$ 4,156,250	\$ -	\$ -	\$ 4,156,250
	subtotal				\$ 4,156,250	\$ -	\$ 4,156,250	\$ -	\$ -	\$ 4,156,250
City of Alpharetta										
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION		39,610,253	36,047,753	\$ 3,562,500	\$ -	\$ 3,562,500	\$ 347,212	\$ -	\$ 3,215,288
	subtotal				\$ 3,562,500	\$ -	\$ 3,562,500	\$ 347,212	\$ -	\$ 3,215,288
Recreation, Parks & Cultural Services										
27590150-541500	C2011	WILLS PARK MASTER PLAN	15,070	15,070	\$ -	\$ -	\$ -	\$ -	\$ -	-
	subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tourism Product Development										
27590150-521200	PROFESSIONAL SERVICES		54,050	48,550	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
27590150-579000	TPD RESERVE		839,037	-	839,037	-	839,037	-	-	839,037
27590150-579006	DEBT SERVICE RESERVE		-	-	-	-	-	-	-	-
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	5,415,000	4,505,000	910,000	-	910,000	-	-	910,000
27590151-582100	D1600	INTEREST (2016 CONF CTR BOND)	7,849,005	7,282,292	566,713	-	566,713	-	-	566,713
	subtotal				\$ 2,321,250	\$ -	\$ 2,321,250	\$ -	\$ -	\$ 2,321,250
	Total				\$ 10,040,000	\$ -	\$ 10,040,000	\$ 347,212	\$ -	\$ 9,692,788



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
 As of July 31, 2026

		Fiscal Years 2013-2026		FY 2027					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
DEA									
21031110-351300	CONFISCATION/FEDERAL SEIZURE	3,729,591	3,729,591	\$ -	\$ -	\$ -	\$ -		\$ -
21031110-395000	CARRYFORWARD FUND BALANCE	517,999	-	-	517,999	517,999	-		517,999
	Total			\$ -	\$ 517,999	\$ 517,999	\$ -		\$ 517,999
Expenditures									
DEA									
21031110-521200	PROFESSIONAL SERVICES	1,619	1,619	\$ -	\$ -	\$ -	-	-	\$ -
21031110-523500	EMPLOYEE TRAVEL	56,656	41,162	-	15,494	15,494	-	-	15,494
21031110-523700	EMPLOYEE TRAINING	107,444	97,145	-	10,299	10,299	-	-	10,299
21031110-531100	GENERAL SUPPLIES AND MATERIALS	127,897	107,620	-	20,277	20,277	-	-	20,277
21031110-531700	EMPLOYEE UNIFORMS	26,487	24,605	-	1,882	1,882	-	-	1,882
21031110-542100	MACHINERY AND EQUIPMENT	71,590	71,589	-	1	1	-	-	1
21031110-542100	C2503 ARTIC FURNITURE	25,000	-	-	25,000	25,000	-	-	25,000
21031110-542100	C2507 DRONE 1ST RESPONDER PROGRAM	18,800	-	-	18,800	18,800	-	-	18,800
21031110-542100	C2606 TRUNARC DRUG IDENTIFIER	28,952	-		28,952	28,952	-	-	28,952
21031110-579000	CONTINGENCY		-		397,294	397,294	-	-	397,294
	Total			\$ -	\$ 517,999	\$ 517,999	\$ -	\$ -	\$ 517,999



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
State Confiscated Assets Fund (Fund 211; life-to-date for active projects)
As of July 31, 2026

		Fiscal Years 2013-2026		FY 2027					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
State									
21131120-351301	CONFISCATION/STATE SEIZURE	335,582	335,582	\$ -	\$ -	\$ -	\$ -		\$ -
21131120-395000	CARRYFORWARD FUND BALANCE	10,103	-	-	10,103	10,103	-		10,103
	subtotal			\$ -	\$ 10,103	\$ 10,103	\$ -		\$ 10,103
	Total			\$ -	\$ 10,103	\$ 10,103	\$ -		\$ 10,103
Expenditures									
State									
21131120-532400	NON-RECURRING EXPENSES	362,356	352,253	\$ -	\$ 10,103	\$ 10,103	\$ -	\$ -	\$ 10,103
	subtotal			\$ -	\$ 10,103	\$ 10,103	\$ -	\$ -	\$ 10,103
	Total			\$ -	\$ 10,103	\$ 10,103	\$ -	\$ -	\$ 10,103

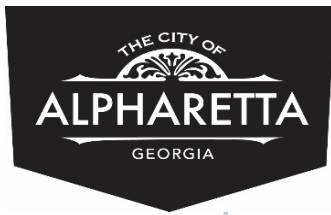


CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Opioid Settlement Fund (Fund 213; life-to-date for active projects)
As of July 31, 2026

		Fiscal Years 2024-2026		FY 2027					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
21331510-351920	OPIOID SETTLEMENT	98,176	98,176	\$ -	\$ -	\$ -	\$ 12,548		\$ (12,548)
21331510-395000	CARRYFORWARD			-	38,775	38,775	-		38,775
	subtotal			\$ -	\$ 38,775	\$ 38,775	\$ 12,548		\$ 26,227
	Total			\$ -	\$ 38,775	\$ 38,775	\$ 12,548		\$ 26,227
Expenditures									
21331510-523700	EMPLOYEE TRAINING	59,400	59,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21331510-579000	CONTINGENCY	38,775	-	-	38,775	38,775	-	-	38,775
	subtotal			\$ -	\$ 38,775	\$ 38,775	\$ -	\$ -	\$ 38,775
	Total			\$ -	\$ 38,775	\$ 38,775	\$ -	\$ -	\$ 38,775



OTHER REPORTS



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2026

Vendor	Description	Department	\$ Amount
ANDREWS TECHNOLOGY	TIME AND ATTENDANCE DATA COLLECTION SYSTEMS	Various Departments	\$ 38,220.00
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 17,295.41
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
BOUND TREE MEDICAL	EMS SUPPLIES	Fire Administration	\$ 5,335.90
BUILDING CHARACTER LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,850.75
BUSINESS ORIENTED SOLUTIONS	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 15,485.40
CENTRALSQUARE	FY27 CENTRAL SQUARE RENEWAL	Police	\$ 250,781.78
CITY OF MILTON	LEASE-COURTROOM IGA JULY 2026	Municipal Court	\$ 6,775.00
CIVICPLUS	WEB PAGE DESIGN, MANAGEMENT AND MAINTENANCE SERVICES	Various Departments	\$ 59,176.36
CIVICPLUS	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 14,386.89
CIVICPLUS	SOFTWARE MAINTENANCE/SUPPORT	City Clerk	\$ 28,285.88
CLAY-KING	KILNS AND FURNACES (FOR CERAMIC AND ENAMELING)	Rec., Parks & Cultural Services	\$ 13,007.25
COLLECTIVE DATA INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 8,315.00
CORPORATE HEALTH	HEALTH CARE SERVICES (NOT OTHERWISE CLASSIFIED)	Finance	\$ 36,512.55
CRABAPPLE TURF	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Rec., Parks & Cultural Services	\$ 6,242.15
CRABAPPLE TURF	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Rec., Parks & Cultural Services	\$ 5,459.54
DATAWORKS PLUS LLC	REPLACEMENT LIVSCAN MACHINES	Police	\$ 52,945.00
DRUMMOND PRESS	PRINT-ON-DEMAND PRINTING SERVICES	Rec., Parks & Cultural Services	\$ 5,067.21
EDGE SOLUTIONS LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 45,120.46
ESIS INC	MONTHLY WC INVOICE	Risk Management	\$ 26,453.81
EUNA SOLUTIONS, INC.	PROCUREMENT-BONFIRE RENEWAL	Finance	\$ 31,643.32
FASHION WORKSHOPS	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,075.00
GEORGIA INTERLOCAL	GMA-GIRMA FIREFIGHTER CANCER BENEFIT	Fire	\$ 6,420.30
GEORGIA POWER	ELECTRICITY UTILITIES	Various Departments	\$ 7,128.69
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,096.25
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,988.75
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,231.25



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2026

Vendor	Description	Department	\$ Amount
GIS WEBTECH LLC	DATABASE SOFTWARE	City Administration	\$ 13,987.67
GRANICUS LLC	SOFTWARE MAINTENANCE/SUPPORT	City Clerk	\$ 64,359.70
GREATER N. FULTON CHAMBER OF COMMERCE	REGISTRATION FEES	Various Departments	\$ 6,000.00
HARDY CHEVROLET INC	FY 2025 FLEET REPLACEMENT	Police	\$ 209,589.00
HARDY FAMILY FORD	CLAIMS (VEHICLE)	Risk Management	\$ 89,630.00
HIS MAJESTY COACHES	BUS TRANSPORTATION SERVICES, SCHOOL	Rec., Parks & Cultural Services	\$ 6,300.00
HIS MAJESTY COACHES	BUS TRANSPORTATION SERVICES, SCHOOL	Rec., Parks & Cultural Services	\$ 6,510.00
HOME BY DARK PRODUCTION	MUSICAL PRODUCTION SERVICES	Rec., Parks & Cultural Services	\$ 30,000.00
HORSE & PLOW LANDSCAPING	AWESOME ALPHARETTA SWING; CONCRETE	Rec., Parks & Cultural Services	\$ 5,775.00
IMAGETREND LLC	IMAGETRENT SOFTWARE PURCHASE	Fire	\$ 23,850.43
INTEGRATED SCIENCE	SW PIPE & STRUCTURE R&M	Public Works	\$ 50,007.25
KONE INC	ELEVATOR INSTALLATION, MAINTENANCE AND REPAIR	Public Works	\$ 14,137.20
LANDSCAPE WORKSHOP	WASTE MANAGEMENT SERVICES	Rec., Parks & Cultural Services	\$ 5,660.16
LD GYMNASTICS INC	GYMNASTICS CAMP FOR SUMMER 7/1-7/2	Rec., Parks & Cultural Services	\$ 7,065.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 9,429.75
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 11,313.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Public Works	\$ 12,354.75
LEXIPOL LLC	FIRE/EMS ONLINE TRAINING PLATFORM FOR FY27	Fire	\$ 8,475.50
LIBERTY MUTUAL INSURUANCE	CORRECTED CLASS CODE/RATING FOR PARKING DECK	Risk Management	\$ 7,188.00
LOCALITY MEDIA INC.	SOFTWARE SUPPORT/MAINTENANCE	Fire	\$ 28,824.87
MASON TRACTOR	REPAIR EQUIPMENT, ELECTRONIC: CLEANING, DESOLDERING	Rec., Parks & Cultural Services	\$ 5,793.87
MAXAIR MECHANICAL, L	ENERGY COMPUTERIZED CONTROL SYSTEM (HVAC, LIGHTING,...)	Public Works	\$ 16,291.00
MCCI	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 13,331.06
MEER ELECTRIC	ELECTRICAL SERVICES	Various Departments	\$ 15,657.46
MOTOROLA SOLUTIONS	ANNUAL PAYMENT - APX NEXT PORTABLE RADIOS	Police	\$ 226,006.16
NEUMO GROUP, LLC	DATABASE SOFTWARE	Community Development	\$ 7,938.00
NGT GROUP LLC	RETAINAGE PAYABLE (Contract Withholding: 25-008)	General Government	\$ 12,384.25



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2026

Vendor	Description	Department	\$ Amount
N. FULTON REGIONAL RADIO SYS AUTHORITY	RADIO FREQUENCY ACCESS SERVICES	Various Departments	\$ 272,779.85
PALATINE TECHNOLOGY	ELECTRONIC WARRANT ANNUAL LICENSE	Police	\$ 5,235.00
PAPE-DAWSON CONSULTING	DESIGNING SERVICES (ALPHALOOP)	Public Works	\$ 14,429.00
PILLAR EMS ACADEMY	EMT/AEMT TRAINING SUPPLIES FOR RECRUITS (26-04)	Fire	\$ 7,000.00
POWERDMS, INC.	POWER DMS POLICY RENEWAL	Police	\$ 13,820.04
PRAETORIAN DIGITAL	PRAETORIAN ANNUAL RENEWAL	Fire	\$ 8,475.50
RINGCENTRAL, INC.	COMMUNICATION SYSTEMS, INTEGRATED (INCLUDES TELEPHONE)	Various Departments	\$ 9,417.62
RURAL METRO	EMERGENCY MEDICAL SERVICES (INCL. EMERGENCY AMBULANCE)	Fire	\$ 31,317.99
RUSSELL LANDSCAPE	LANDSCAPING (INCLUDING DESIGN, FERTILIZING, PLANTING)	Various Departments	\$ 242,898.45
SAVILLE & COMPANY	FY27 INSURANCE PREMIUMS	Risk Management	\$ 1,200,905.00
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 29,669.01
SOUTHERN DRAINAGE SO	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	\$ 12,570.00
SOUTHERN HEALTH	JULY 2026 INMATE HEALTH SERVICES	Police	\$ 6,500.00
SPYGLASS GROUP LLC	ANNUAL SPYCARE FEE	Various Departments	\$ 6,000.00
SWVP ALPHARETTA LLC	CASH BOND REFUNDS FOR D230005	General Government	\$ 92,100.00
TECH NORTH ATLANTA	SPONSORSHIPS (ALL TYPES)	City Administration	\$ 10,000.00
THE DUMPSTER CO	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 28,991.25
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICES	Public Works	\$ 14,124.00
TOKIO MARINE HCC	DEDUCTIBLE-S KEMP	Risk Management	\$ 10,000.00
TRUIST BANK	PCARD JULY26FY27	General Government	\$ 36,382.23
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE/SUPPORT	Finance	\$ 11,600.77
USI INSURANCE	COMMERCIAL LINES SERVICE FEE FY2027	Risk Management	\$ 50,000.00
USI INSURANCE	WORKERS' COMP EXCESS LIABILITY	Risk Management	\$ 269,999.80
UTILICOM SUPPLY	TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC PARTS	Public Works	\$ 6,192.34
UTILITY ASSOCIATES	VIDEO CAMERA-RECORDERS, ACCESSORIES AND PARTS	Police	\$ 379,043.00
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 11,632.75



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended July 31, 2026

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
27000004	EUNA SOLUTIONS, INC.	FINANCE	31,643.32	BONFIRE PROCUREMENT AND CONTRACT SOFTWARE RENEWAL
27000005	CARASOFT TECHNOLOGY CORPORATION	INFORMATION TECHNOLOGY	12,534.98	AVEPOINT INSIGHTS AND POLICIES FOR M365 SOFTWARE
27000007	PRAETORIAN GROUP INC	FIRE	8,475.50	LEXIPOL ANNUAL SOFTWARE RENEWAL
27000009	DATAWORKS PLUS LLC	POLICE	21,100.00	LIVSCAN PLUS WITH LIVSCAN HARDWARE UPGRADE
27000011	POWERDMS, INC.	POLICE	13,820.04	POWERDMS ANNUAL SOFTWARE RENEWAL
27000015	TYLER TECHNOLOGIES INC	INFORMATION TECHNOLOGY	11,600.77	TYLER PUBLICA OPEN DATA CLOUD SOFTWARE
27000017	GIS WEBTECH LLC	ADMINISTRATION	13,987.67	COMMERCIAL REAL ESTATE DATABASE AND DEMOGRAPHICAL SOFTWARE
27000021	KONE INC	PUBLIC WORKS	14,137.20	FY27 ANNUAL ELEVATOR MAINTENANCE AT CITY HALL, PARKING DECKS, AND POLICE
27000025	SAFETY PENN TRAINING LLC	RECREATION, PARKS & CULT SVCS	24,366.00	INSTRUCTOR SERVICES
27000026	20/20 BIOLABS INC	FIRE	19,550.00	ANNUAL FIREFIGHTER CANCER SCREENING
27000029	CIVICPLUS, LLC	PUBLIC WORKS	14,386.89	SEELICKFIX SOFTWARE RENEWAL
27000030	TAMMY ZAFIROS	RECREATION, PARKS & CULT SVCS	40,440.00	BASKETBALL OFFICIALS
27000032	WATT COMMERCIAL SWEEPING	PUBLIC WORKS	8,157.60	FY27 STREET SWEEPING PARKING DECKS
27000033	UTILITIES PROTECTION CENTER INC	PUBLIC WORKS	7,739.35	UTILITIES PROTECTION MEMBERSHIP FEES
27000034	POWER SOLUTIONS UNLIMITED, INC.	PUBLIC WORKS	25,760.00	GENERATOR INSPECTIONS AND PREVENTATIVE MAINTENANCE
27000036	DREAM HOUSE PAINTING INC	PUBLIC WORKS	41,805.00	CABINET AND COUNTERTOP REPLACEMENT IN (3) CITY HALL LOCATIONS
27000037	WATT COMMERCIAL SWEEPING	PUBLIC WORKS	44,450.54	FY27 STREET SWEEPING: 2 REGULAR SWEEPS AND 2 HEAVY SWEEPS
27000038	HEAT TRANSFER SYSTEMS OF GEORGIA, LLC	PUBLIC WORKS	7,392.00	FY27 ANNUAL HVAC COOLING TOWER MAINTENANCE
27000041	4F APPLIED TECHNOLOGY LLC	POLICE	12,000.00	NOTEACITVE BUSINESS SAAS ANNUAL FEE
27000044	MERKATA LLC	RECREATION, PARKS & CULT SVCS	14,760.00	INSTRUCTOR SERVICES
27000045	IMAGETREND LLC	FIRE	23,850.43	IMAGETREND SOFTWARE
27000046	CLAY-KING.COM	RECREATION, PARKS & CULT SVCS	13,007.25	LARGE KILN FOR ART CENTER
27000047	SHAWN GANT	RECREATION, PARKS & CULT SVCS	9,180.00	INSTRUCTOR SERVICES
27000050	HIS MAJESTY COACHES INC	RECREATION, PARKS & CULT SVCS	18,480.00	CHARTERED BUS SERVICES FOR SUMMER CAMP FOR JULY 2026
27000051	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	49,936.56	FY27 HVAC QUARTERLY INSPECTIONS
27000052	MARKET SHARE INC	RECREATION, PARKS & CULT SVCS	6,344.89	INSTRUCTOR SERVICES
27000053	ALPHARETTA BARRE CLUB	RECREATION, PARKS & CULT SVCS	5,838.00	INSTRUCTOR SERVICES
27000057	PICKLEBALL TURF	RECREATION, PARKS & CULT SVCS	9,000.00	INSTRUCTOR SERVICES
27000058	MARISSA SEQUEIRA	RECREATION, PARKS & CULT SVCS	17,280.00	INSTRUCTOR SERVICES
27000059	ZEST YOGA AND FITNESS	RECREATION, PARKS & CULT SVCS	10,800.00	INSTRUCTOR SERVICES
27000060	PURVIS SYSTEMS INCORPORATED	FIRE	13,516.95	PURVIS ANNUAL MAINTENANCE
27000065	LYNDA SHARP	RECREATION, PARKS & CULT SVCS	5,752.69	INSTRUCTOR SERVICES
27000067	TIM BOWEN	RECREATION, PARKS & CULT SVCS	10,000.00	INSTRUCTOR SERVICES
27000070	WARD COMPANIES LLC	RECREATION, PARKS & CULT SVCS	18,585.00	FY27 PORTALET RENTALS FOR SPECIAL EVENTS
27000071	HOME BY DARK PRODUCTIONS LLC	RECREATION, PARKS & CULT SVCS	30,000.00	SONGWRITERS AT SUNDOWN CONCERTS FOR JULY - SEPT 2026



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended July 31, 2026

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
27000072	DC POOL SERVICE LLC.	RECREATION, PARKS & CULT SVCS	46,200.00	FY27 FOUNTAIN MAINTENANCE
27000075	GARLAND/DBS INC	PUBLIC WORKS	17,870.00	FY27 FLAT ROOF PREVENTATIVE MAINTENANCE AT MULTIPLE LOCATIONS
27000076	ARROW EXTERMINATORS	PUBLIC WORKS	16,872.00	FY27 PEST CONTROL AT MULTIPLE LOCATIONS
27000080	LEENA JOSHI	RECREATION, PARKS & CULT SVCS	6,712.50	INSTRUCTOR SERVICES
27000081	POPCORN MEDIA LLC	RECREATION, PARKS & CULT SVCS	10,773.75	INSTRUCTOR SERVICES
27000085	EDGE SOLUTIONS LLC	INFORMATION TECHNOLOGY	45,120.46	VEEAM DATA PLATFORM SOFTWARE
27000086	WARD COMPANIES LLC	RECREATION, PARKS & CULT SVCS	18,160.00	WASTE COLLECTION LABOR FOR SPECIAL EVENTS
27000087	MARY MAXWELL	RECREATION, PARKS & CULT SVCS	11,088.00	INSTRUCTOR SERVICES
27000088	MAXINE F. KENN	RECREATION, PARKS & CULT SVCS	30,571.50	INSTRUCTOR SERVICES
27000089	THE SPYGLASS GROUP LLC	INFORMATION TECHNOLOGY	6,000.00	TECHNOLOGY EXPENSE MANAGEMENT AUDITING SERVICE
27000093	ATLANTA GOLF TRAINING, LLC	RECREATION, PARKS & CULT SVCS	11,025.00	INSTRUCTOR SERVICES
27000095	TECH NORTH ATLANTA, INC.	ADMINISTRATION	10,000.00	ANNUAL SPONSORSHIP FOR TECH NORTH ATLANTA
27000099	MAXAIR MECHANICAL, LLC	PUBLIC WORKS	16,291.00	EMERGENCY REPAIR TO HVAC UNIT AT FIRE STATION 83
27000101	AVIVE SOLUTIONS, INC.	FIRE	24,430.00	ANNUAL AVIVE LIFESAVER PLAN WITH REALCONNECT
27000104	A2M SPORTS LLC	RECREATION, PARKS & CULT SVCS	14,440.00	INSTRUCTOR SERVICES
27000110	ATLANTA SWIM ASSOCIATION LLC	RECREATION, PARKS & CULT SVCS	5,600.00	INSTRUCTOR SERVICES
27000116	ANDREWS TECHNOLOGY HMS, INC.	FINANCE	38,220.00	TIME AND ATTENDANCE SYSTEM
27000117	AT&T MOBILITY	INFORMATION TECHNOLOGY	14,000.00	GREENWAY CALLBOX SERVICE
27000118	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	INFORMATION TECHNOLOGY	13,472.50	VARIOUS ARCGIS SOFTWARE
27000119	MCCI LLC	ADMINISTRATION	13,331.06	OPEN RECORDS SOFTWARE
27000120	CIVICPLUS, LLC	ADMINISTRATION	28,285.88	CITY CODE HOSTING SERVICE AND AGENDA MANAGEMENT SOFTWARE
27000121	BUSINESS ORIENTED SOFTWARE SOLUTIONS INC	INFORMATION TECHNOLOGY	15,485.40	BOSS ENTERPRISE SOFTWARE
27000123	THE WINDSCREEN FACTORY LLC	RECREATION, PARKS & CULT SVCS	29,450.00	WEBB BRIDGE PARK NETTING REPLACEMENT AT FIELDS A-D
27000124	LASER PRODUCTS, LLC	RECREATION, PARKS & CULT SVCS	40,400.00	WEBB BRIDGE PARK TURFPLANING AT FIELDS A-D
27000125	PALATINE TECHNOLOGY GROUP	POLICE	5,235.00	ELECTRONIC WARRANT SOFTWARE
27000126	LOCALITY MEDIA INC.	FIRE	28,824.87	FIRE SUPPRESSION, FIRE PREVENTION AND EMS RECORDS MANAGEMENT SOFTWARE
27000127	HOWMEDICA OSTEONICS CORP	FIRE	8,866.00	AED CR2 REPLACEMENT BATTERIES
27000129	COLLECTIVE DATA INC	INFORMATION TECHNOLOGY	8,315.00	FLEET SOFTWARE RENEWAL
27000133	ALTEC, INC.	PUBLIC WORKS	8,088.62	EN5297 VEHICLE REPAIR AND MAINTENANCE
27000138	ROSITA CZEKALA	RECREATION, PARKS & CULT SVCS	49,731.00	INSTRUCTOR SERVICES
27000140	NEUMO GROUP, LLC	COMMUNITY DEVELOPMENT	7,938.00	SHORT TERM RENTAL SOFTWARE
27000141	FASHION WORKSHOPS LLC	RECREATION, PARKS & CULT SVCS	11,977.50	INSTRUCTOR SERVICES
27000142	JEREMY ROGERS	RECREATION, PARKS & CULT SVCS	5,932.50	INSTRUCTOR SERVICES
27000143	BUILDING CHARACTER LLC	RECREATION, PARKS & CULT SVCS	21,752.25	INSTRUCTOR SERVICES
27000144	COMCAST OF GEORGIA INC	INFORMATION TECHNOLOGY	28,753.00	ETHERNET DEDICATED INTERNET



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended July 31, 2026

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
27000145	ELENA VICTORIA LLC	RECREATION, PARKS & CULT SVCS	14,535.00	INSTRUCTOR SERVICES
27000146	REVALCA KIDS LLC	RECREATION, PARKS & CULT SVCS	23,985.00	INSTRUCTOR SERVICES
27000147	ELIZABETH DUNKIN	RECREATION, PARKS & CULT SVCS	9,776.25	INSTRUCTOR SERVICES
27000148	BOUND TREE MEDICAL LLC	FIRE	40,000.00	EMS SUPPLIES
27000149	MGT IMPACT SOLUTIONS, LLC	INFORMATION TECHNOLOGY	46,845.50	NETWORK SECURITY BUNDLE
27000150	POWER SOLUTIONS UNLIMITED, INC.	PUBLIC WORKS	34,995.00	GENERATOR REPLACEMENT FOR FIRE STATION 85
27000152	OPENGOV, INC	FINANCE	13,498.36	OPENGOV FINANCIAL INTEGRATION, REPORTING AND ANALYSIS SOFTWARE
27000154	MEER ELECTRICAL CONTRACTORS INC	PUBLIC WORKS	12,540.00	FY27 MONTHLY SIREN INSPECTIONS
27000156	HORSE & PLOW LANDSCAPE AND CONSTRUCTIO	RECREATION, PARKS & CULT SVCS	13,500.00	CONCRETE TEE PADS AND BASE COLLARS FOR WILLS PARK DISC GOLF COURSE REDESIGN
27000158	WILLIAMS FIRE APPARATUS	FIRE	26,472.18	(96) 50' SNIPER HOSES IN VARIOUS COLORS
27000164	MAX, LLC	RECREATION, PARKS & CULT SVCS	18,275.00	DUMPSTER RENTALS FOR SPECIAL EVENTS
27000170	TEN 10 TEAMS	RECREATION, PARKS & CULT SVCS	25,042.00	INSTRUCTOR SERVICES
27000173	UTILICOM SUPPLY ASSOCIATES	PUBLIC WORKS	44,571.12	RAPID RECTANGULAR FLASHING BEACON SYSTEM FOR BATES RD/MAYFIELD RD ROUNDABOUT
27000174	MASON TRACTOR COMPANY INC	RECREATION, PARKS & CULT SVCS	5,793.87	KUBOTA TRACTOR REPAIRS
27000175	DEBORAH SNOW	RECREATION, PARKS & CULT SVCS	5,400.00	INSTRUCTOR SERVICES
27000177	LEXIPOL LLC	FIRE	8,475.50	FIRE/EMS ONLINE TRAINING PLATFORM
27000179	PILLAR EMS ACADEMY	FIRE	7,000.00	EMT/AEMT TRAINING FOR FIRE RECRUITS (26-04)
27000180	GEORGIA TECHNOLOGY AUTHORITY	POLICE	17,950.00	FY27 GCIC LAN/WAN SERVICE FOR E911, JAIL AND COURTS
27000182	SOUTHEAST RESTORATION GROUP OF GEORGIA,	PUBLIC WORKS	48,251.06	REMEDIATION SERVICES FOR LOG CABIN
27000184	ARCTIQ US INC	INFORMATION TECHNOLOGY	49,739.55	CYBERSECURITY ITEM
27000185	HOPE MEDIA	RECREATION, PARKS & CULT SVCS	13,500.00	INSTRUCTOR SERVICES
27000187	8A TRANSLATIONS	COURTS	45,000.00	TRANSLATION SERVICES
27000189	PYRO SHOWS EAST COAST INC	RECREATION, PARKS & CULT SVCS	19,337.50	JULY 4, 2026 FIRWORKS FINAL PAYMENT
27000191	ALL TRAFFIC DATA SERVICES INC	PUBLIC WORKS	5,400.00	HEMBREE RD TRAFFIC COUNTING SERVICES
27000192	HOPEWELL ROOFING & RESTORATION	PUBLIC WORKS	46,511.09	ROOF, GUTTER AND DOWNSPOUT REPLACEMENT AT FIRE STATION 85
27000193	CARAHSOFT TECHNOLOGY CORPORATION	INFORMATION TECHNOLOGY	5,451.25	LINKEDIN LEARNING SOFTWARE
27000194	SOURCE ONE MOBILE SOLUTIONS LLC	FIRE	7,218.04	FD7354 VEHICLE REPAIRS
27000196	ROBERTS COMMERCIAL FLOORING LLC	PUBLIC WORKS	19,244.00	FIRE STATION 84 FLOOR REFINISHING AND SEALING
27000198	SPARK BUSINESS ACADEMY INC	RECREATION, PARKS & CULT SVCS	13,000.00	INSTRUCTOR SERVICES
27000200	THE WINDSCREEN FACTORY LLC	RECREATION, PARKS & CULT SVCS	9,950.00	WILLS PARK TENNIS COURTS SUNSHADE
27000202	BLEAKLY ADVISORY GROUP, INC	COMMUNITY DEVELOPMENT	20,000.00	TAX ALLOCATION DISTRICT ADVISORY SERVICES FOR NORTH POINT MALL AREA
27000203	DELL MARKETING LP	INFORMATION TECHNOLOGY	29,328.00	VLA ABSOLUE SECURE ACCESS EDGE SUBSCRIPTION RENEWAL
27000204	SAGES NETWORKS INC.	FINANCE	29,048.00	BUSINESS LICENSING AND CODE ENFORCEMENT SOFTWARE
27000205	CIVICPLUS, LLC	FINANCE	17,628.11	DOCACCESS IMPLEMENTATION TO SUPPORT ADAD AND SECTION 508 COMPLIANCE
27000206	NANCY WESTBROOK SMITH	RECREATION, PARKS & CULT SVCS	12,960.00	INSTRUCTOR SERVICES

**City of Alpharetta
Balance Sheet
Governmental Funds
July 31, 2026**

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 29,608,176	\$ 17,131,696	\$ 1,052,348	\$ 18,717,102	\$ 16,978,953	\$ 37,191,354	\$ 14,419,266	\$ 135,098,894
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	439,778	-	-	-	-	-	-	439,778
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	7,102	25,250	-	-	-	-	67,494	99,846
Due from Other Funds	1,198,000	-	-	-	-	-	36,743	1,234,743
Intergovernmental Receivable	-	58,457	-	-	-	11,694	316,354	386,506
Cash - Restricted	405,410	353,652	-	-	-	-	-	759,062
Total Assets	31,658,466	17,569,055	1,052,348	18,717,102	16,978,953	37,203,048	14,839,857	138,018,828
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	275,112	1,050	-	-	-	-	14,048	290,209
Retainage Payable	-	135,580	67,863	358,094	680,934	676,928	111,420	2,030,818
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	1,448,915	-	-	-	-	-	93,502	1,542,417
Due to Other Funds	-	-	-	-	-	-	-	-
Deferred Revenue	1,741,269	83,707	-	-	-	11,694	104,237	1,940,908
Unearned Revenue	312,707	-	908,089	-	-	-	-	1,220,796
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	3,883,110	220,337	975,952	358,094	680,934	688,622	323,205	7,130,254
Fund Balances:								
Restricted for:								
Capital Projects	-	5,510,450	(474,915)	5,056,550	5,037,228	18,621,198	5,782,562	39,533,073
Law Enforcement	-	-	-	-	-	-	150,061	150,061
Emergency Telephone Activities	-	-	-	-	-	-	(893,486)	(893,486)
Debt Service	-	-	-	-	-	-	290,776	290,776
Promotion of Tourism	-	-	-	-	-	-	1,337,922	1,337,922
Assigned for:								
Grant Projects	-	-	-	-	-	-	132,600	132,600
Arbitrage	-	-	-	1,106,566	-	-	-	1,106,566
Encumbrances	6,195,059	9,057,717	479,905	11,604,965	8,315,240	4,430,965	3,259,928	43,343,779
Unallocated	21,580,298	2,780,550	71,406	590,927	2,945,551	13,462,264	4,456,288	45,887,284
Total Fund Balances	27,775,356	17,348,717	76,396	18,359,008	16,298,019	36,514,426	14,516,651	130,888,574
Total Liabilities and Fund Balances	\$ 31,658,466	\$ 17,569,055	\$ 1,052,348	\$ 18,717,102	\$ 16,978,953	\$ 37,203,048	\$ 14,839,857	\$ 138,018,828

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended July 31, 2026

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	S2022 Const	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 465,465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,465	\$ 479,930
Local Option Sales Tax	-	-	-	-	-	-	-	-
Transportation SPLOST	-	-	-	-	-	-	-	-
Other Taxes	507,659	-	-	-	-	-	941,583	1,449,242
Licenses and permits	346,584	-	-	-	-	-	-	346,584
Intergovernmental	25,716	100,628	-	-	-	-	-	126,344
Charges for services	459,751	-	-	-	-	-	337,627	797,378
Impact Fees	-	-	-	-	-	-	117,813	117,813
Fines/Forfeitures	185,949	-	-	-	-	-	-	185,949
Investment earnings (Loss)	47,961	27,984	1,614	51,157	-	116,208	15,213	260,137
Contributions and Donations	-	13,271	-	-	-	-	3,246	16,517
Misc Revenue	10,039	-	-	-	-	-	-	10,039
Other	-	-	-	-	-	-	12,548	12,548
Total revenues	2,049,125	141,884	1,614	51,157	-	116,208	1,442,495	3,802,481
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	1,956,860	85,660	-	-	-	-	-	2,042,519
Public safety	7,581,000	160,481	-	-	-	-	631,159	8,372,640
Public works	1,186,330	108,904	-	75,848	1,031,112	12,326	255,562	2,670,083
Economic and community development	755,134	-	-	-	-	-	-	755,134
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	1,470,783	4,725	-	864,934	-	-	197,770	2,538,212
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Other Costs	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	12,950,107	359,770	-	940,782	1,031,112	12,326	1,084,491	16,378,588
Excess (deficiency) of revenues over (under) expenditures	(10,900,983)	(217,887)	1,614	(889,625)	(1,031,112)	103,881	358,004	(12,576,107)
OTHER FINANCING SOURCES (USES)								
Transfers in	347,212	-	-	-	-	-	-	347,212
Transfers out	-	-	-	-	-	-	(347,212)	(347,212)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	13,550	-	-	-	-	-	-	13,550
Sale of non-capital assets	-	-	-	-	-	-	-	-
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	360,762	-	-	-	-	-	(347,212)	13,550
Net change in fund balances	(10,540,221)	(217,887)	1,614	(889,625)	(1,031,112)	103,881	10,792	(12,562,557)
Fund balances - beginning	38,315,577	17,566,604	74,782	19,248,633	17,329,131	36,410,545	14,505,859	143,451,131
Fund balances - ending	\$ 27,775,356	\$ 17,348,717	\$ 76,396	\$ 18,359,008	\$ 16,298,019	\$ 36,514,426	\$ 14,516,651	\$ 130,888,574

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
July 31, 2026

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,865,255	\$ 7,093,623	\$ 524,703	\$ 10,104	\$ 204,731	\$ (427,879)	\$ 51,324	\$ 1,182,330	\$ 3,915,075	\$ 14,419,266
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	1,143	-	-	-	-	-	-	66,351	-	67,494
Intergovernmental Receivable	-	-	-	-	36,743	-	-	-	-	36,743
Due From Other Funds	316,354	-	-	-	-	-	-	-	-	316,354
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	2,182,752	7,093,623	524,703	10,104	241,474	(427,879)	51,324	1,248,682	3,915,075	14,839,857
LIABILITIES										
Accounts Payable	3,897	-	-	-	-	85	-	10,065	-	14,048
Retainage Payable	754	96,655	-	-	-	-	-	-	14,011	111,420
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	93,502	-	-	-	93,502
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	1,143	-	-	-	36,743	-	-	66,351	-	104,237
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	5,793	96,655	-	-	36,743	93,587	-	76,417	14,011	323,205
FUND BALANCES										
Restricted:										
Capital Projects	-	3,542,341	-	-	-	-	-	-	2,240,221	5,782,562
Law Enforcement	-	-	127,409	10,104	-	-	12,549	-	-	150,061
Promotion of Tourism	1,337,922	-	-	-	-	-	-	-	-	1,337,922
Emergency Telephone Activities	-	-	-	-	-	(893,486)	-	-	-	(893,486)
Debt Service	-	-	-	-	-	-	-	290,776	-	290,776
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	132,600	-	-	-	-	132,600
Encumbrances	-	1,392,647	-	-	50,000	372,020	-	-	1,445,261	3,259,928
Unallocated	839,037	2,061,980	397,294	-	22,131	-	38,775	881,489	215,582	4,456,288
Total Fund Balances	2,176,959	6,996,967	524,703	10,104	204,731	(521,466)	51,324	1,172,265	3,901,065	14,516,651
Total Liabilities and Fund Balances	\$ 2,182,752	\$ 7,093,623	\$ 524,703	\$ 10,104	\$ 241,474	\$ (427,879)	\$ 51,324	\$ 1,248,682	\$ 3,915,075	\$ 14,839,857

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended July 31, 2026

			Special Revenue								Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opioid Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds	
REVENUES:											
Hotel Motel Tax	\$ 941,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 941,583
Property tax	-	-	-	-	-	-	-	14,465	-	-	14,465
Charges for Service	-	-	-	-	-	337,627	-	-	-	-	337,627
Impact Fees	-	117,813	-	-	-	-	-	-	-	-	117,813
Forfeiture Income	-	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-	-	-	-
Contributions & Donations	-	-	-	-	3,246	-	-	-	-	-	3,246
Investment Earnings (Loss)	3,337	10,845	-	-	319	(2,684)	-	1,242	2,153	-	15,213
Other	-	-	-	-	-	-	12,548	-	-	-	12,548
Total revenues	944,921	128,658	-	-	3,565	334,943	12,548	15,707	2,153	-	1,442,495
EXPENDITURES:											
Tourism	-	-	-	-	-	-	-	-	-	-	-
Community Development	-	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	192,143	-	-	5,627	-	-	-	-	-	197,770
Public Safety	-	-	-	-	-	631,159	-	-	-	-	631,159
Public Works	-	-	-	-	-	-	-	-	255,562	-	255,562
General Government	-	-	-	-	-	-	-	-	-	-	-
Debt Service:	-	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-	-
Total expenditures	-	192,143	-	-	5,627	631,159	-	-	255,562	-	1,084,491
Excess (deficiency) of revenues over expenditures	944,921	(63,485)	-	-	(2,062)	(296,216)	12,548	15,707	(253,409)	-	358,004
OTHER FINANCING SOURCES (USES):											
Transfers in / out:											
General fund	(347,212)	-	-	-	-	-	-	-	-	-	(347,212)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(347,212)	-	-	-	-	-	-	-	-	-	(347,212)
Net change in fund balances	597,709	(63,485)	-	-	(2,062)	(296,216)	12,548	15,707	(253,409)	-	10,792
Fund balances - beginning	1,579,250	7,060,452	524,703	10,104	206,793	(225,250)	38,776	1,156,558	4,154,474	-	14,505,859
Fund balances - ending	\$ 2,176,959	\$ 6,996,967	\$ 524,703	\$ 10,104	\$ 204,731	\$ (521,466)	\$ 51,324	\$ 1,172,265	\$ 3,901,065	\$ -	\$ 14,516,651

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
July 31, 2026

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,895,770
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	-
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,895,770</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,895,770</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	3,698
Accounts Payable/ Customer Credit Balances	29,377
Accounts Payable/ Customer Pre-Paid Service	1,750,508
Payroll Liabilities	1,940
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>1,785,523</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>1,785,523</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	110,247
Total Net Assets	<u>110,247</u>
Total Liabilities & Net Assets	<u>\$ 1,895,770</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended July 31, 2026

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 11,897
Misc Revenue	-
Total operating revenues	<u>11,897</u>
Operating expenses:	
Administration	54,442
Non-departmental	-
Total operating expenses	<u>54,442</u>
Operating Gain (loss)	(42,545)
Non-operating revenues (expenses):	
Investment earnings (Loss)	3,077
Total non-operating revenue (expenses)	<u>3,077</u>
Income (loss) before transfers	(39,468)
Transfers In	-
Transfers Out	-
Change In Net Assets	(39,468)
Total net assets-beginning	<u>107,434</u>
Total net assets-ending (net of encumbrances)	<u>67,965</u>
Adjustments to GAAP basis:	
Encumbrances	42,281
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 110,247</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2026 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-361000	Investment Earnings	-	1,081		(1,081)
	subtotal	\$ -	\$ 1,081		\$ (1,081)
(1) 99575100-395000	Carryforward Fund Balance	\$ 381,360	\$ -		\$ 381,360
	subtotal	\$ 381,360	\$ -		\$ 381,360
	Total	\$ 381,360	\$ 1,081		\$ 380,279
Expenditures					
99575100-521200-C2529	Market Feasibility Study	\$ 31,696	\$ -	\$ 31,695	\$ 1
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	subtotal	\$ 81,696	\$ -	\$ 31,695	\$ 50,001
99575100-579000	Reserve	\$ 299,664	\$ -	\$ -	\$ 299,664
	Total	\$ 381,360	\$ -	\$ 31,695	\$ 349,665

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

Fund Balance Reconciliation

Fund Balance (beginning of Fiscal Year)	\$ 381,360
Revenues collected to date	1,081
Expenditures incurred to date	-
Fund Balance*	\$ 382,441
Fund Balance Allocation (forecasted):	
Non-Spendable (unspent/remaining project allocations)	\$ 81,696
Spendable (available for investment by the Board)	300,745
	\$ 382,441

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
July 31, 2026

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 382,441
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	382,441

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	-

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	-

Fund Balance

Restricted	81,696
Unallocated	300,745
Total Fund Balance	382,441

Total Liabilities & Fund Balance	\$ 382,441
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended July 31, 2026

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ -
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	1,081
Miscellaneous Revenue	<u>-</u>
Total Revenues	<u><u>1,081</u></u>
Expenditures	
Economic Development	31,695
Maintenance Contracts	-
Donation to private source	-
Utilities - Miscellaneous	-
Debt Service:	
Principal	-
Interest	<u>-</u>
Total Expenditures	<u><u>31,695</u></u>
Excess (deficiency) of revenues over (under) expenditures	(30,614)
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	(30,614)
Fund Balance, Beginning of Year	<u><u>381,360</u></u>
Encumbrances	31,695
Fund Balance, End of Year	<u><u>382,441</u></u>



City of Alpharetta

Financial Management Reports

These reports provide a detailed snapshot of the City's financial performance throughout the fiscal year and include key financial data on revenues, expenditures, and budgetary comparisons, helping to track the City's financial position in real time.

By regularly reviewing these reports, City officials, residents, and stakeholders can stay informed about spending trends, budget adherence, and overall fiscal health. This transparency supports sound financial decision-making and reinforces the City's commitment to accountability and responsible financial management.





STAFF REPORT

Department: City Clerk

Submitted By:

Meeting Date: September 14, 2026

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<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:

ALTERNATIVES:

ATTACHMENTS:



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: September 14, 2026

AGENDA ITEM: PH-26-16 116/126 NORTH MAIN STREET – CHANGE OF CONDITION

The applicant, Joshua Stallworth, is requesting changes to conditions of zoning to allow for rooftop space to be enclosed resulting in a four (4) story building. Changes to conditions of zoning are requested to allow for a rooftop restaurant in the building closest to North Main Street. The rooftop restaurant includes enclosed, occupiable space which constitutes a fourth (4th) story. The subject property is located at 116 & 126 North Main Street on the west side of North Main Street across from Cumming Street.

STAFF RECOMMENDATION:

Approve PH-26-16 116/126 North Main Street – Change of Condition, subject to the following conditions (Original conditions are included below with amended and new conditions depicted in **RED**):

1. The site, consisting of approximately 1.43 acres, shall be zoned DT-MU and developed substantially similar to site plan prepared by AEC, dated 4/28/2022, except for modifications required to comply with the conditions below. Uses shall be limited to office, retail, restaurant and 'For-Sale' residential.
2. Maximum building height shall be no greater than **3 4** stories and **46' 60', as submitted.**
3. Building 'B' shall be limited to office and residential uses. Rooftop shall be limited to residential amenity space.
4. A 15' building setback shall be provided on North Main Street and shall include a minimum 5' landscape strip located outside of any easements. A 20' building setback, as measured from the existing right-of-way, shall be provided on Violet Garden Walk and shall include a minimum 15' landscape strip.
5. Architecture and materials shall be developed similar to the submitted renderings prepared by Tracy Ward dated 2/28/2022, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code, subject to approval by the Downtown Consultant and DRB. Openings in parking deck walls shall include decorative screens similar to Teasley Place, with final approval by DRB.
6. The historic building at 116 North Main Street shall be limited to office or restaurant use.
7. 116 North Main Street shall be saved on the property, restored, and designated under the City's Historic Preservation Incentive Ordinance. Restoration shall be completed by the 1st TCO/CO, subject to a Certificate of Appropriateness from the Historic Preservation Commission.
8. Lot coverage shall not exceed 80%.
9. Parking deck shall be screened with a mix of landscape materials of varying heights, with final approval by DRB.
10. Decorative lighting and trees shall be placed on the upper deck, with final approval by DRB.
11. Final streetscape shall include decorative pedestrian lighting, as approved by Staff.
12. Street trees shall be required in the planter along North Main Street (as approved by GDOT) and Violet Garden Walk, as well as behind the sidewalks as a continuation of what has been previously planted or designed in the Downtown and outside of any utility easements, as approved by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.
13. Amenity space shall be developed on building rooftops **and limited to use by the occupants, invitees and guests of the development. The rear building rooftop amenity space shall be limited to occupants, invitees, and guests of the office and residential space within the rear building.** Occupiable vertical structures shall be prohibited on **the rooftops of the building closest to West of Main.** Greenspace amenity areas shall be planted with decorative landscaping, hardscape, walls and seating. The landscape shall include plant selections promoting the historic district.
14. Foundation plantings, consisting of ornamental trees, shrubs, vines and/or grasses, shall be required for buildings with frontage along North Main Street, Cumming Street and Violet Garden Walk.
15. Developer shall remove tree #787 (46" Water Oak) and #788 (37" Willow Oak) and in exchange will plant 21 – 6" caliper overstory trees on the property at final development.
16. Decorative paver aprons shall be required at project driveways, as approved by Staff.

17. 10' sidewalk requirement on Violet Garden Walk shall be reduced to 5' with the remaining 5' added to the landscape area.
18. Developer shall construct a minimum 5' sidewalk along the Cumming Street extension connecting sidewalks on North Main Street and Violet Garden Walk, as approved by Staff.
19. Developer shall screen car head lights with sufficient parking deck wall height and landscaping.
20. Developer shall improve project driveway access to North Main Street based on the recommendations of the traffic study, with final approval by Staff. Access modification shall require a GDOT driveway permit, ICE study, and signal modification for both existing and future GDOT improved condition. If a CO is anticipated post GDOT construction, only final condition required).
21. Dumpster placement will be determined by Staff and Design Review Board prior to construction.
22. All vehicular access to the site, including all truck deliveries, shall be provided through a driveway off North Main Street; no vehicular access or truck deliveries to the site shall be provided from Lily Garden Place or Violet Garden Walk.
23. Rooftop space shall be developed substantially similar to the submitted floor plans and limited to the building closest to North Main Street.
24. Rooftop space shall be limited to a restaurant or amenity space for the users of the subject building.
25. In an effort to limit offsite impacts from noise, there shall be no outdoor speakers or live music in the uncovered or covered, unenclosed rooftop space.
26. Rooftop restaurant hours of operation shall not exceed 11:00 PM.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for changes to conditions of zoning related to rooftop space being enclosed resulting in a four (4) story building. Changes to conditions of zoning are requested to allow for a rooftop restaurant in the building closest to North Main Street. The rooftop restaurant includes enclosed, occupiable space which constitutes adding a fourth (4th) story to the building. The subject property is located at 116 & 126 North Main Street on the west side of North Main Street across from Cumming Street.

The 1.43-acre property is currently under construction and has frontage on North Main Street and Violet Garden Walk. In 2022, the property was approved for a rezoning to DT-MU (Downtown Mixed-Use) allow 32,000 square feet of office, 4,000 square feet of retail, 8,000 square feet of restaurant and four (4) 'For-Sale' condominium units with structured parking. The development included two (2), three (3) story buildings with rooftop amenities, as well as preserving the historic structure located at 116 North Main Street. Surrounding properties are zoned C-1 (Neighborhood Commercial) to the north, O-I (Office-Institutional) to the east, DT-MU to the south, and R-10M (Dwelling, 'For-Sale', Residential) to the west. Cabinets To Go is located to the east, Alpharetta Center for Dentistry is located to the north, West of Main subdivision is located to the west, and 100 North Main is located to the south. The comprehensive land use plan designation of the property is 'Mixed Use'.

According to the application, The Whiskey Project would occupy a portion of the 3rd floor and the rooftop space on the building nearest North Main Street, which would include enclosing a portion of the rooftop. The Whiskey Project is a full-service restaurant and whiskey bar which formerly operated on Oak Street in Downtown Roswell. The restaurant serves contemporary American cuisine with a large selection of whiskey, bourbon, wine, beer, and craft cocktails. In order to allow the rooftop space to be utilized for the applicant's restaurant, the following changes to conditions of zoning are requested to Z-22-02/V-22-08 116 & 126 North Main Street:

2. Maximum building height shall be no greater than 3 4 stories and 46' 60'.
13. Amenity space shall be developed on building rooftops and limited to use by the occupants, invitees and guests of the development. The rear building rooftop amenity space shall be limited to occupants, invitees, and guests of the office and residential space within the rear building. Occupiable vertical structures shall be prohibited on the rooftops of the building closest to West of Main. Greenspace amenity areas shall be planted with decorative landscaping, hardscape, walls and seating. The landscape shall include plant selections promoting the historic district.

RENDERINGS & FLOOR PLANS

The submitted renderings and floor plans depict the applicant's restaurant concept utilizing a portion of the third (3rd) floor, as well as space on the rooftop which is both enclosed and unenclosed. The 3rd floor restaurant space is approximately 3,414 square feet. The rooftop area is 8,344 square feet, of which 1,439 square feet is currently covered, but not enclosed. The applicant proposes covering 3,860 square feet of the rooftop space, of which 2,407 square feet will be enclosed, and 1,453 square feet will be covered (not enclosed). An uncovered rooftop dining area, approximately 800 square feet in size, is proposed on the east side of the rooftop adjacent to North Main Street. The remaining areas of the rooftop will be utilized for rooftop mechanical equipment.

The use of approximately half of the third (3rd) floor and rooftop area for a restaurant will change the parking requirements for the development. 139 parking spaces are provided within the development. As shown in the table below, a total of 114 parking spaces will be required for the development with the applicant's proposed condition (3rd floor/rooftop restaurant). The proposal would result in a surplus of approximately 25 parking spaces for the development.

Parking Requirements – Proposed Condition

Use	Amount	Parking Ratio	Total Parking Required
Office	20,860 SF	3 spaces/1,000 SF	62.6 spaces
Retail/Restaurant	23,207 SF	1 space/500 SF	46.4 spaces
Condominiums	2	2.5 space/unit	5 spaces
Total			114 spaces

STANDARDS FOR ZONING CHANGES

The City Council shall consider the following standards in considering a change to conditions of zoning, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

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

Response: The proposal would permit a use that is suitable in view of the use and development of adjacent and nearby properties, which are developed with a mix of office, retail, and residential uses. The 2022 rezoning request on the subject property contemplated utilizing the rooftop as amenity space, which was covered but not enclosed. Therefore, the physical height of the building would not change.

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

Response: The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with a mix of office, retail and residential uses. The 2022 rezoning request on the subject property contemplated utilizing the rooftop as amenity space, which was covered but not enclosed. Therefore, the physical height of the building would not change.

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

Response: The proposed changes to conditions of zoning relates to enclosing a portion of rooftop amenity space for use as a restaurant, which would have no impact on the natural environment.

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

Response: The zoning of the property, DT-MU, allows up to four (4) stories or 60', whichever is less. The 2022 rezoning request on the subject property contemplated utilizing the rooftop as amenity space, which was covered but not enclosed. Therefore, the physical height of the building would not change.

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

Response: The proposal would not have significant impacts on public facilities and services. The areas of the building to be used by The Whiskey Project restaurant were previously contemplated for use as office space and amenity space for users of the building.

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

Response: Not applicable.

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

Response: The proposal reflects a reasonable balance. The DT-MU zoning district allows up to four (4) stories or 60', whichever is less. The 2022 rezoning request on the subject property contemplated utilizing the rooftop as amenity space, which was covered but not enclosed. The proposed rooftop restaurant space is located in the building closest to North Main Street and furthest from West of Main in an effort to limit impacts on neighboring residential properties. The rear building would remain at three (3) stories with the rooftop area limited to amenity space for office and residential users of the rear building.

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

Response: The zoning of the property, DT-MU, allows up to four (4) stories or 60', whichever is less. The 2022 rezoning request on the subject property contemplated utilizing the rooftop as amenity space, which was covered but not enclosed. Therefore, the physical height of the building would not change.

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

Response: The proposal is consistent with the comprehensive land use plan designation of the property, which is 'Mixed Use'.

CONCURRENCES

Staff have reviewed the applicant's proposal against the review criteria for a change of zoning. The proposal would not adversely affect the existing use or usability of adjacent or nearby properties and the existing zoning of the property allows up to four (4) stories or 60', whichever is less. The 2022 rezoning request on the property contemplated utilizing the rooftops as amenity space, which was covered but not enclosed. Therefore, the physical height of the building would not change. The proposed rooftop restaurant space is located in the building nearest North Main Street and furthest from West of Main in an effort to limit impacts on neighboring residential properties. The rear building would remain at three (3) stories with the rooftop area limited to amenity space for office and residential users of the rear building.

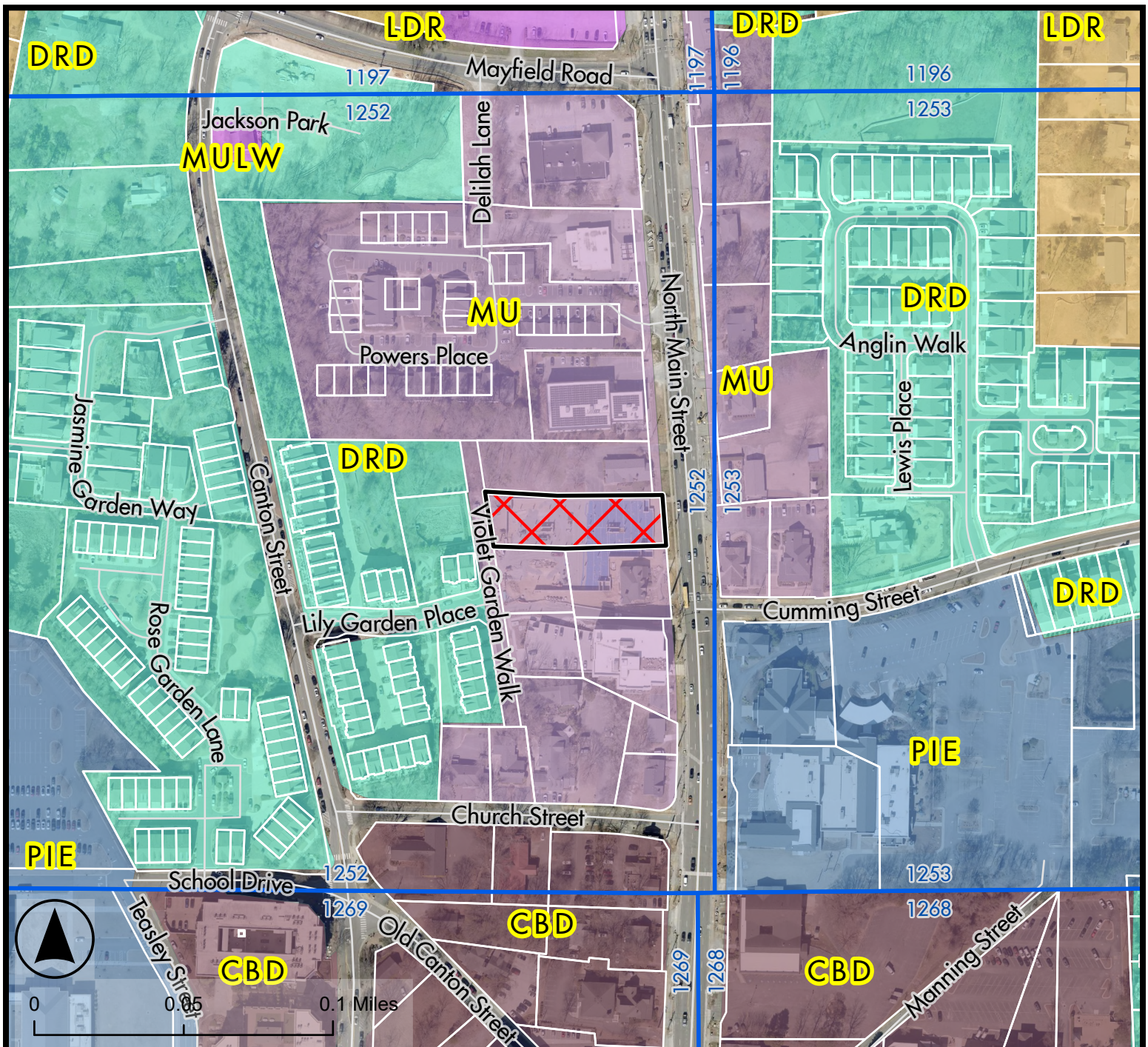
CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that public comments received at the CZIM were generally positive with some concern over the building height, safety, noise and hours of operation.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on August 12, 2026. There were public comments in support of the request that liked the restaurant concept as long as hours of operation were reasonable and noise was controlled. Those in opposition felt that the building is too tall and had concerns over fall prevention safety on the rooftop.

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



Legend

PH-26-16

Land Lots

Tax Parcels

Future Land Use 2040

Central Business District

Downtown Residential Density

Low Density Residential

Mixed Use

Mixed Use Live Work

Public, Institutional, Education

Future Land Use Map

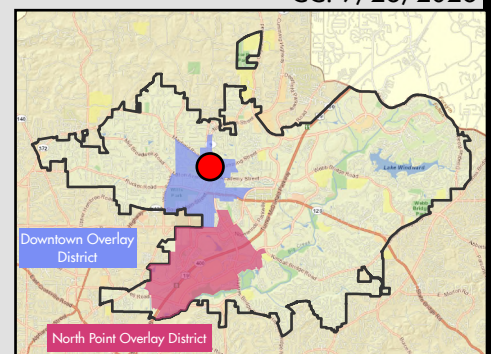
116/126 North Main St – Change of Condition

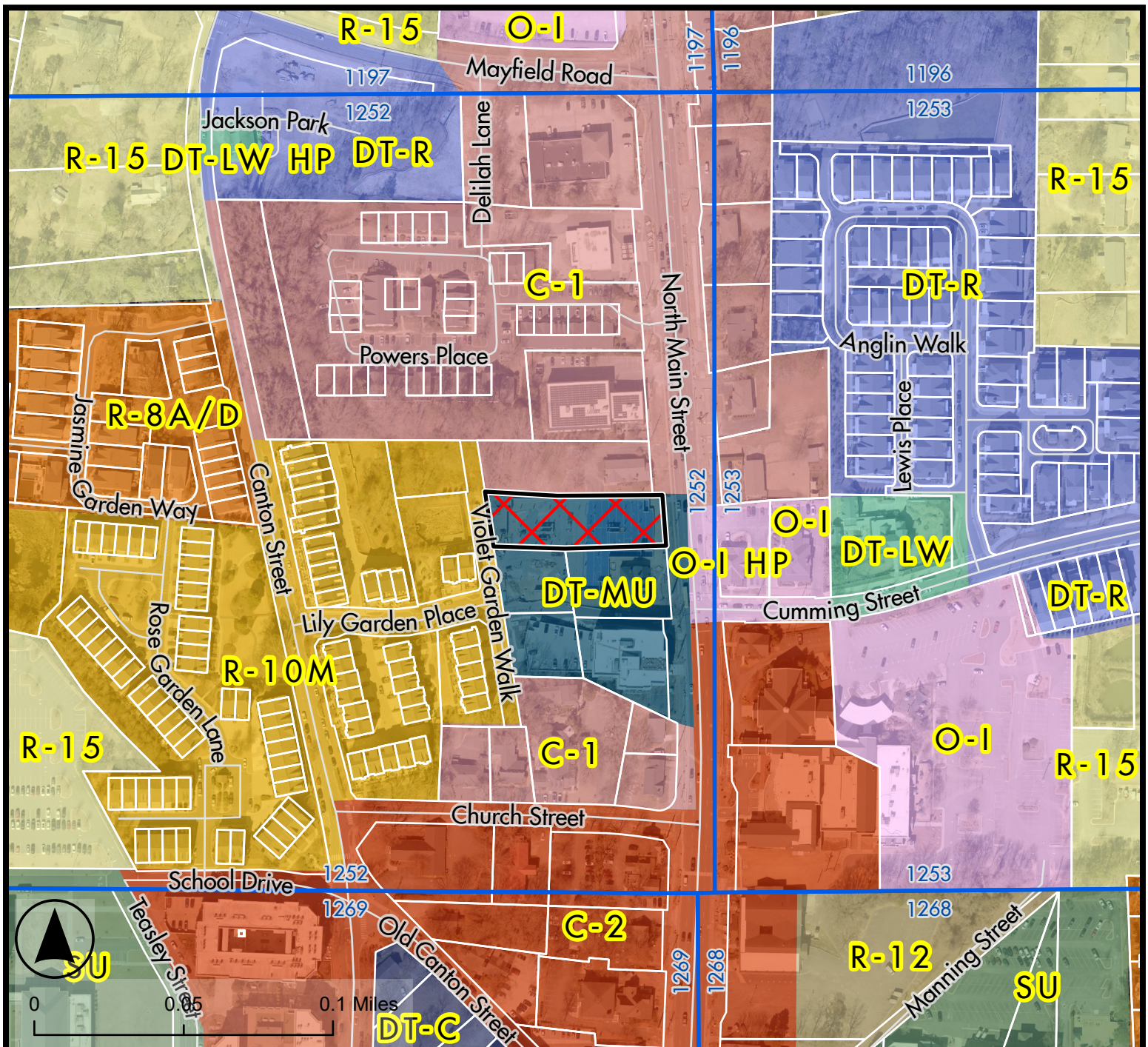
126 North Main Street

PH-26-16

D/LL: 2/2/1252

CC: 9/28/2026





Zoning Map

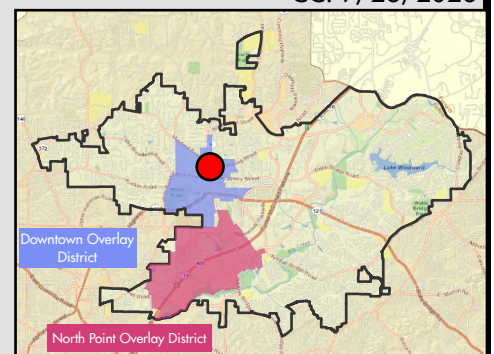
116/126 North Main St – Change of Condition

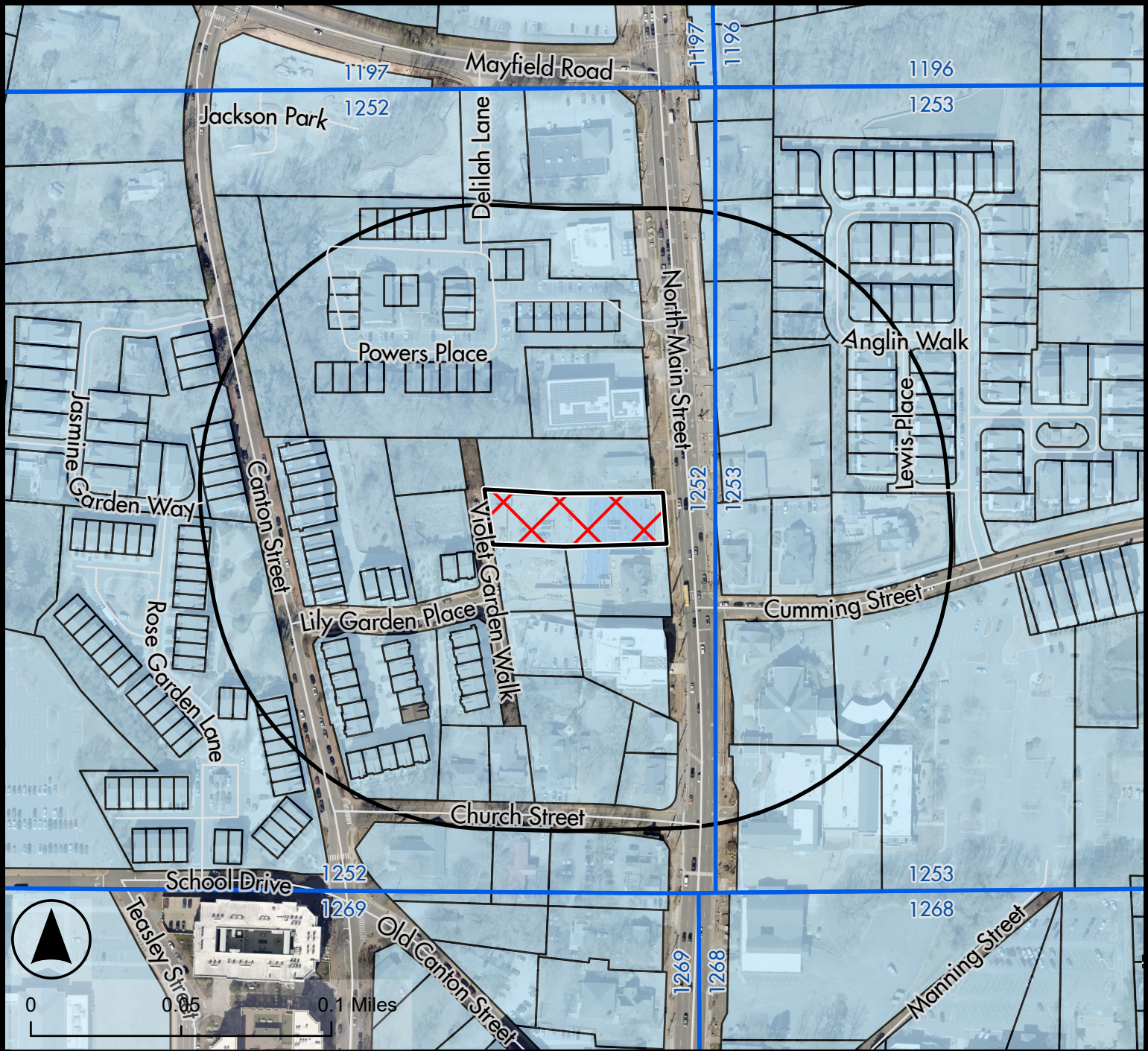
126 North Main Street



PH-26-16
D/LL: 2/2/1252

CC: 9/28/2026





Legend

- PH-26-16
- Land Lots
- Tax Parcels
- 500 ft Buffer

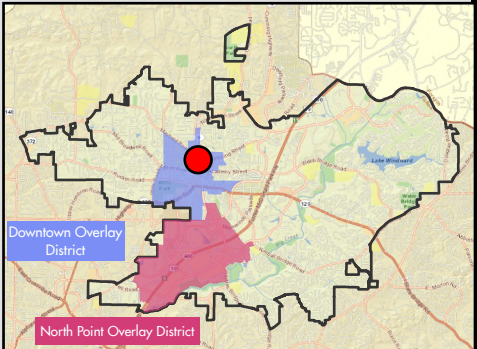
Location Map

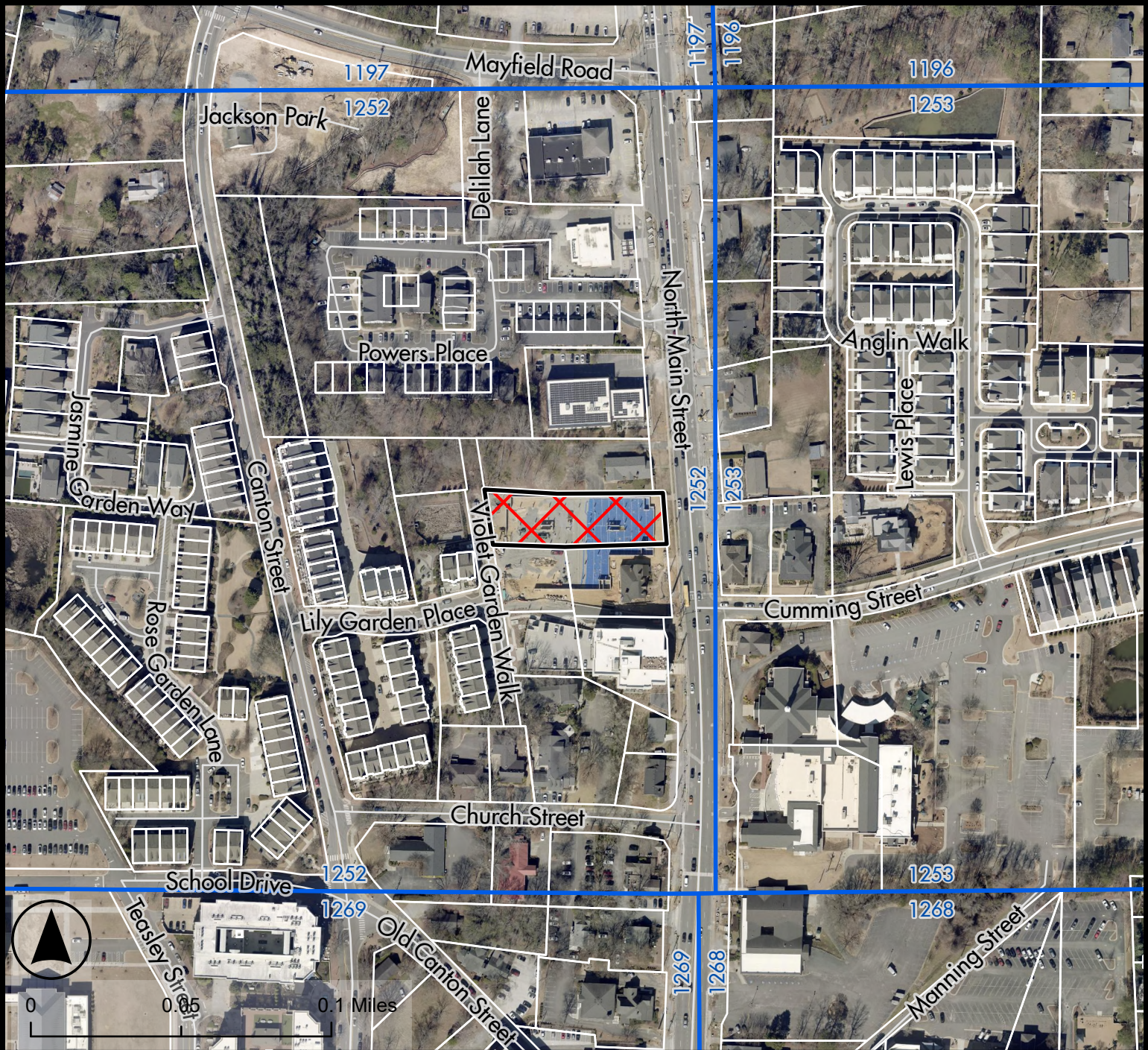
116/126 North Main St – Change of Condition

126 North Main Street

PH-26-16
D/LL: 2/2/1252

CC: 9/28/2026





Legend

-  PH-26-16
-  Land Lots
-  Tax Parcels

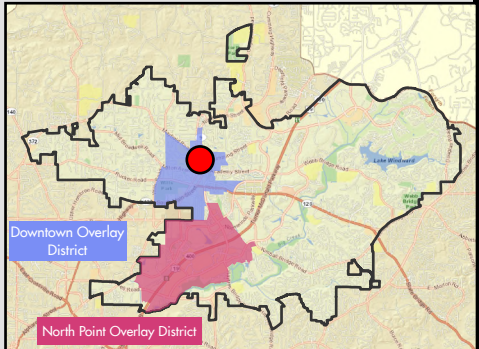
Aerial Map

116/126 North Main St – Change of Condition

126 North Main Street

PH-26-16
D/LL: 2/2/1252

CC: 9/28/2026



Community Zoning Information Meeting (CZIM)

August 12, 2026

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

PH-26-16 / 116/126 North Main Street – Change of Conditions

NAME	ADDRESS	COMMENTS
Brant Beedman	1104 Breckanridge Ln Alpharetta	Love the concept!
Patricia M. Lewicki	3025 Vance Ct. Alpharetta	Building is too tall currently lining the skyline. This will just make the building taller. What is the code?
LARRY BRACKEN	208 VIOLET GARDEN WALK ALPHARETTA	CONCEPT CONCEPT IS A GOOD ONE. RESTAURANT + DEVELOPER ANSWERED ALL OF OUR QUESTIONS ABOUT NOISE LEVEL.
Rol Barrow	<u>Woodslands</u>	Little input from July 9. Seems like OK use + improvement
Nancy J. Emmons	348 Meadow Dr. Alpharetta, GA 30009	<u>Safety factor</u> - Someone died a few years ago after falling over a railing at a bar/restaurant roof downtown! Need to design to prevent that from happening again!
Holmes & Tracey Hawkins	126 Lily Garden Pl. Alpharetta, GA	Like the concept as long as operating hours are reasonable (not 2am) + NOISE LEVELS ARE CONTROLLED

Community Zoning Information Meeting (CZIM)

August 12, 2026

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

PH-26-16 / 116/126 North Main Street – Change of Conditions

NAME	ADDRESS	COMMENTS
Denise Spennello	143 Canton St Alpharetta, GA 30009	Very excited to have you in Alpharetta.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: The Whiskey Project - Change of Zoning Conditions

Contact Name: _____ Telephone: 

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.
 Feedback was generally positive from those who attended the CZIM. Concerns that we noted in the comments left at the CZIM included one regarding the height of the building and one regarding safety. I received no written correspondence other than these comments. I also spoke with several residents that live close to the building who were concerned about noise late at night. However, all seemed excited that we have no plans for either live music or late operating hours.

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

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

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

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

Signed by: _____
 Signature of Authorized Agent: Andy Stallworth Date: 8/25/2026
987057F8294B4C1...

July 27th, 2026

Andy Stallworth
The Whiskey Project
901 Birmingham Rd, Ste 501
Alpharetta, GA 30004

RE: PH-26-16 116/126 North Main Street – Change of Condition

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a change of conditions to allow a portion of the rooftop to be enclosed on the building closest to North Main Street. The enclosed space and outdoor rooftop would be used for a restaurant. The enclosed space represents a 4th floor on the building. The property is located at 116 & 126 North Main Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.

The Community Zoning Information Meeting (CZIM) will be held on **Wednesday August 12, 2026, at 6:00 PM** in the Community Room in Alpharetta City Hall across from the Council Chambers. Alpharetta City Hall is located at 2 Park Plaza, Alpharetta, GA, 30009. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

The item will be considered by the **City Council on Monday, September 14, 2026, at 6:30 PM** in the Council Chambers, at Alpharetta City Hall, located at 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at andy.stallworth@outlook.com, or by phone at 404.543.8959

Sincerely,

Andy Stallworth

GEISEL PAMELA A
1000 POWERS PL
ALPHARETTA GA 30004

WEST MAIN TOWNHOME ASSOCIATION INC
1001 CAMBRIDGE SQ SUITE A
ALPHARETTA GA 30009

FROM HAIR ON SALON L L C
1015 POWERS PL SUITE 105
ALPHARETTA GA 30009

BERMIC RPROPERTIES LLC
1040 POWERS PL
ALPHARETTA GA 30009

MERIDIAN GROUP INC THE
1050 POWERS PL
ALPHARETTA GA 30004

LEVINE CRAIG
10530 KINGSMARK TRL
ALPHARETTA GA 30022

100 NORTH MAIN ST ALPHARETTA LLC
1055 POWERS PL STE B
ALPHARETTA GA 30009

EHORSE L L C
1070 POWERS PL
ALPHARETTA GA 30004

RM BILOXI LLC
1075 POWERS PL STE B
ALPHARETTA GA 30009

INJURY & WELLNESS SPECIALISTS
OF GEORGIA LLC
1080 POWERS PL
ALPHARETTA GA 30009

JCNC REALTY LLC
1090 POWERS PL
ALPHARETTA GA 30009

FMD POWERS PLACE LLC
1095 POWERS PL
ALPHARETTA GA 30009

1100 POWERS PLACE LLC
1100 POWERS PL
ALPHARETTA GA 30004

MAIN STREET COMMONS OFFICE
PARK OWNERS ASSOCIATION INC
1102 ABBEY CT
ALPHARETTA GA 30004

SOLLEY ROBERT A
1105 POWERS PL
ALPHARETTA GA 30004

AB REAL ESTATE INVESTMENTS LLC
1110 POWERS PL
ALPHARETTA GA 30004

LORVEN PROPERTIES LLC
1125 GOLDENROD LANE
SUWANEE GA 30024

ORGANIC SUGARING & WAXING LLC
1130 POWERS PL
ALPHARETTA GA 30009

HUTCHINSON ERIC & SHEILA
115 LILY GARDEN PL
ALPHARETTA GA 30009

BROOKS DANIELLE A & MUENCHOW DARIN
116 LILY GARDEN PL UNIT 12
ALPHARETTA GA 30009

KIM KON & SOON JA
1160 ALPHARETTA ST
ROSWELL GA 30075

BROWN MONDI PROPERTIES INC
11675 CENTURY DR STE D
ALPHARETTA GA 30009

SGN REVOCABLE TRUST THE
117 LILY GARDEN PL
ALPHARETTA GA 30009

SANDRA LEE FITZMAURICE
REVOCABLE TRUST THE
118 LILY GARDEN PL UNIT 13
ALPHARETTA GA 30009

WHITEHEAD JANIS
119 LILY GARDEN PL
ALPHARETTA GA 30009

ALMOND SANDRA & PIRKLE MORGAN W
120 LILY GARDEN PL UNIT 14
ALPHARETTA GA 30009

PERFECT FIT BY ELENA LLC
120 POWERS PL
ALPHARETTA GA 30009-8359

WICKER REBECCA A
121 LILY GARDEN PL
ALPHARETTA GA 30009

KEBANLI ARTHUR
12250 CRABAPPLE CHASE DR
ALPHARETTA GA 30004

TUTTEROW JEFFREY SCOTT
124 LILY GARDEN PL
ALPHARETTA GA 30009

BUNCH DEREK
1255 RIVERSIDE RD
ROSWELL GA 30076

HAWKINS HOLMES J III & TRACEY
126 LILY GARDEN PL
ALPHARETTA GA 30009

CHARLES & MARLENE BAKER
FAMILY TRUST THE
127 CANTON ST
ALPHARETTA GA 30009

SCHNEIDER KEVIN & SUSAN
129 CANTON ST UNIT 9
ALPHARETTA GA 30009

MANGROO ROY & NANDINI
130 CANTON ST
ALPHARETTA GA 30009

KUPERSMITH SAMUEL & MARLA
131 CANTON ST
ALPHARETTA GA 30009

BRIGHT JOHN M & BRIGHT KRISTIN T
132 CANTON ST
ALPHARETTA GA 30009

BEEGHLEY MICHAEL M
133 CANTON ST
ALPHARETTA GA 30009

MC PHERSON PATRICK &
MC PHERSON MARSHA G
134 CANTON ST
ALPHARETTA GA 30009

O DONNELL ROBERT J & CHERYL C
134 N MAIN ST
ALPHARETTA GA 30004-1623

KRAMER ROY WILLIAM &
KRAMER CELIA MOORE
136 CANTON ST
ALPHARETTA GA 30009

AURIEMMA AMY C
138 CANTON ST
ALPHARETTA GA 30009

HUDSON ANN PRICE
140 CANTON ST
ALPHARETTA GA 30009

61 OLD CANTON LLC
14195 HOPEWELL RD
ALPHARETTA GA 30004

145 N MAIN LLC
14342 CLUB CIR
ALPHARETTA GA 30004

RADLEY DANIEL G & CHERYL C
147 CANTON ST
ALPHARETTA GA 30009

GENERAL CONVENIENCE STORE LLC
174 N MAIN ST
ALPHARETTA GA 30009

NORSWORTHY PAUL &
NORSWORTHY BARBARA M
202 VIOLET GARDEN WALK
ALPHARETTA GA 30009

ROWLES DOUGLAS M
206 VIOLET GARDEN WALK
ALPHARETTA GA 30009

BERGMAN KENNETH IAN & MICHELLE
137 CANTON ST
ALPHARETTA GA 30009

GIANNOU MICHAEL P &
GIANNOU CHRISTIJHANNA
139 CANTON ST UNIT 5
ALPHARETTA GA 30009

DOMINO TRUST THE
141 CANTON ST UNIT 4
ALPHARETTA GA 30009

SPENELLO JAMES PATRICK &
SPENELO RHONDA DENISE
143 CANTON ST
ALPHARETTA GA 30009

DONALD A & KRISTA L DEMARINIS
REVOCABLE TRUST THE
145 CANTON ST
ALPHARETTA GA 30009

ALBRIGHT IDEAS LLC
159 N MAIN ST
ALPHARETTA GA 30009

BROWN & MONDI PROPERTIES INC
18 CUMMING ST
ALPHARETTA GA 30009

AR INVESTMENTS LLC
200 VIOLET GARDEN WALK
ALPHARETTA GA 30009

RICHEY BRIAN & MOLLY
204 VIOLET GARDEN WALK
ALPHARETTA GA 30009

BRACKEN LAWRENCE J II & TRACY C
208 VIOLET GARDEN WALK
ALPHARETTA GA 30009

GUBKIN HOLDINGS LLC
210 PORTSMOUTH CT
ROSWELL GA 30076

DANIEL JAMES & HOPE ANN
215 ANGLIN WALK
ALPHARETTA GA 30009

GRIFFIN JEFFREY WILLIAM & LYNN CARLI
225 ANGLIN WALK
ALPHARETTA GA 30009

WARTHEN WILLIAM THOMAS JR
& CLAUDIA SUTTON
235 ANGLIN WALK
ALPHARETTA GA 30009

BRUDDY LLC
2441 US HWY 98 W STE 108
SANTA ROSA BEACH FL 32459

COOKSEY MARK LOUIS & SHAWNDA ANN
245 ANGLIN WALK
ALPHARETTA GA 30009

MACKEN THOMAS C & MACKEN MARY K
255 ANGLIN WALK
ALPHARETTA GA 30009

ROWEN ERIK STEVEN & STACEY SACHS
265 ANGLIN WALK
ALPHARETTA GA 30009

CANTON STREET COMMONS
HOMEOWNERS ASSOCIATION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

JORDAN D WESLEY
2711 CANOPY CIR
ALPHARETTA GA 30009

JOBETH PROPERTIES LLC
305 ANNA MARIA BLVD
CLEMSON SC 29631-2183

ENRIQUE HERRERA GALLEGOS & MARGARITA
HERRERA REVOCABLE LIVING TRUST THE
330 ROSE GARDEN LANE
ALPHARETTA GA 30009

WILKERSON PETER & JULIETTE
340 ROSE GARDEN LANE
ALPHARETTA GA 30004

SBLD PROPERTIES LLC
3490 WATERS COVE WAY
ALPHARETTA GA 30022

CUSICK RICHARD & LAURA M
350 ROSE GARDEN LANE
ALPHARETTA GA 30009

JAMES & LUCINDA WASHBOURNE
2023 TRUST THE
360 ROSE GARDEN LANE
ALPHARETTA GA 30009

MAIN STREET COMMONS HOLDING LLC
365 BIRCH RILL DR
ALPHARETTA GA 30022

TROTTER HOLDINGS INC
37 CHURCH ST
ALPHARETTA GA 30004

PAYNE JOHN MARTIN
370 ROSE GARDEN LANE
ALPHARETTA GA 30009

JMX BRANDS PROPERTIES II LLC
3709 N LOCKWOOD RIDGE RD
SARASOTA FL 34234

CADY JOSHUA & STEPHANIE
40 CUMMING ST
ALPHARETTA GA 30009

WREDBERG CONRAD JOHN III & GALLIGOS SUSAN H
420 ANGLIN WALK
ALPHARETTA GA 30009

JAMES EDWARD WATTS LIVING TRUST THE
430 ANGLIN WALK
ALPHARETTA GA 30009

CHURCH STREET COMMERCIAL PROP LLC
435 ST REGIS DR
ALPHARETTA GA 30022

PENELOPE A GURLEY LIVING TRUST THE
440 ANGLIN WALK
ALPHARETTA GA 30009

MANNING ON THE SQUARE
COMMUNITY ASSN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

KLAM INC
4465 PINEHOLLOW CT
ALPHARETTA GA 30022

CHU PHIL FEIGH & XIE JUN XIA
449 ANGLIN WALK
ALPHARETTA GA 30009

SONI MONITA
450 ANGLIN WALK
ALPHARETTA GA 30009

DEHART RICHARD HENRY &
DEHART YUJING KATHY
455 ANGLIN WALK
ALPHARETTA GA 30009

116 NORTH MAIN LLC
4575 WEBB BRIDGE RD SUITE 5400
ALPHARETTA GA 30005

MILES CHRISTOPHER DEVON &
MONET DANIELLE
465 ANGLIN WALK
ALPHARETTA GA 30009

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

BDS REVOCABLE TRUST THE
51 CHURCH ST
ALPHARETTA GA 30009

ZIMMERMAN JONATHAN S &
BROCK ZIMMERMAN MARY PROSSER
53 CHURCH ST UNIT 10
ALPHARETTA GA 30009

BUTTS ROBERT R
5360 FRANKLIN GOLDMINE RD
CUMMING GA 30028

CAMPIS LESLIE BIRON
540 ROSE GARDEN LANE
ALPHARETTA GA 30009

BREEN JAMES J & LEILA RUTH
55 CHURCH ST
ALPHARETTA GA 30009

MODICA ANTHONY JOSEPH JR
550 ROSE GARDEN LANE
ALPHARETTA GA 30009

BARQUIN ALFREDO E & KELLY K
57 CHURCH ST
ALPHARETTA GA 30009

SRISAI REALTY LLC
5755 N POINT PKWY STE 262
ALPHARETTA GA 30022

31 CHURCH STREET PARTNERS LLC
5780 WINDWARD PKWY SUITE 300
ALPHARETTA GA 30005

SAPPINGTON DANIEL RAY & BRENDA SMITH
59 CHURCH ST
ALPHARETTA GA 30009

PUJARI SAGER S & SALL PRAJAKTA
600 LEWIS PL
ALPHARETTA GA 30009

VNG INVESTMENTS LLC
6038 EAGLES REST TRL
BUFORD GA 30518

LEDFORD MICHELLE LEIGH
610 LEWIS PL
ALPHARETTA GA 30009

BRAY JEFFREY P & MICHELLE
620 LEWIS PL
ALPHARETTA GA 30009

BOYK WILLIAM W JR & NANCY JANE
630 LEWIS PL
ALPHARETTA GA 30009

LEW GLEN & SHEN ZAGER
640 LEWIS PL
ALPHARETTA GA 30009

GU LEI
650 LEWIS PL
ALPHARETTA GA 30009

ALPHARETTA FIRST METHODIST CHURCH INC
69 N MAIN ST
ALPHARETTA GA 30009

TROTTER HOLDINGS INC
690 E MAIN ST
CANTON GA 30114

COLLINS MARINE GROUP LLC
725 COOPER SANDY CV
MILTON GA 30004

HI RIVER PROPERTIES LLC
7917 SONATA BAY POINT
LAKE WORTH FL 33467-7067

F9 PROPERTIES LLC
844 ALTON RD # 3
MIAMI FL 33139

VASSAR TYLER M & KATHLEEN T VASSAR
dd1999 LIVING TRUST THE
89 CANTON ST
ALPHARETTA GA 30009-3632

SIMS BRIAN P & LINDSAY
91 CANTON ST
ALPHARETTA GA 30009

CANTON STREET FD DEVELOPMENT PARTNERS LLC
91 W WIEUCA RD BLDG/STE A 2000
ATLANTA GA 30342

BECHER MICHELLE
93 CANTON ST
ALPHARETTA GA 30009

ASHER RABUN LEIGH & RABUN LEE W III
95 CANTON ST
ALPHARETTA GA 30009

BECKER TIMOTHY A & KELLY L
97 CANTON ST # 2
ALPHARETTA GA 30009

PHILLIPS RICHARD MARK & NATALIE
99 CANTON ST
ALPHARETTA GA 30009

GEORGIAN COMMUNITY ASSOCIATION INC THE
P.O. BOX 2458
ALPHARETTA GA 30023

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: PH-26-16

PH #: 260026

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Joshua Stallworth

Telephone: [REDACTED]

Address: 15730 Canterbury Chase

Suite: _____

City Alpharetta

State: GA

Zip: 30004

Fax: _____

Mobile Tel: 404.543.8959

Email: [REDACTED]@[REDACTED]

Subject Property Information:

Address: 126 N. Main Street, Alpharetta, GA 30004

Current Zoning: DT-MU

District: 2nd

Section: 1st

Land Lot: 1252

Parcel ID: 22 482212520773

Proposed Zoning: DT-MU

Current Use: Commercial property with restaurant and retail/office uses

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☐ Variance

☐ Public Hearing

☐ Exception

☒ Other (Specify):

Change of Conditions

APPLICANT REQUEST AND INTENT

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

Mixed use for offices, retail, and restaurants.

Applicant's Request (Please itemize the proposal):

The applicant requests approval of a Change of Conditions to allow a portion of the existing rooftop of the building located at 126 North Main Street to be used as an outdoor dining area accessory to an existing restaurant within the building.

The rooftop improvements will consist of outdoor dining amenities and associated furnishings designed to complement the architecture of the building. The rooftop structures will be largely screened from public view, minimizing visual impacts on the surrounding area. The dining area is located on the side of the rooftop opposite the adjacent residential townhomes, providing separation from nearby residential uses.

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

The proposed rooftop dining area will serve patrons of the restaurant only and will function as an extension of the existing restaurant use. No new principal use is proposed, and the request does not involve a change to the property's underlying DT-MU (Downtown Mixed-Use) zoning designation. The proposal is limited to modifying the approved zoning conditions to permit the rooftop area to be occupied for restaurant seating.

The proposed rooftop dining area will enhance the existing mixed-use development by providing additional outdoor dining opportunities while maintaining compatibility with the surrounding commercial, office, institutional, and residential uses. The request does not increase the building footprint or alter the approved mix of land uses on the site. Rather, it represents a context-sensitive enhancement to an existing restaurant that supports the continued vitality of Downtown Alpharetta and is consistent with the intent of the DT-MU zoning district.

From: [Andy Stallworth](#)
To: [Woodman, Michael](#)
Cc: [Taylor, Elicia](#)
Subject: Re: 116/126 North Main St - The Whiskey Project
Date: Tuesday, August 11, 2026 10:36:18 AM
Attachments: [image001.png](#)

OK, great! Thank you!

From: Woodman, Michael <mwoodman@alpharetta.ga.us>
Sent: Tuesday, August 11, 2026 8:28 AM
To: Andy Stallworth <andy.stallworth@outlook.com>
Cc: Taylor, Elicia <etaylor@alpharetta.ga.us>
Subject: RE: 116/126 North Main St - The Whiskey Project

Thank you, Andy. This looks good. We'll see you tomorrow night at the CZIM.

From: Andy Stallworth [REDACTED]
Sent: Monday, August 10, 2026 4:20 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Cc: Taylor, Elicia <etaylor@alpharetta.ga.us>; Andy Stallworth [REDACTED]
Subject: Re: 116/126 North Main St - The Whiskey Project
Importance: High

Michael-

Description:

The Whiskey Project — A Proven Restaurant Concept Coming to Alpharetta

The Whiskey Project is a distinctive, full-service restaurant and whiskey bar with a proven history of attracting guests who appreciate great food, creative cocktails, and a welcoming atmosphere. Formerly located on Oak Street in Historic Roswell, The Whiskey Project developed a loyal following by combining contemporary American cuisine with an extensive selection of whiskey, bourbon, wine, beer, and craft cocktails. The restaurant will feature an upscale dining room with stained wood wainscoting, comfortable seating, and the signature whiskey wall with a large oak bar. The restaurant has been recognized for its food, service, cocktails, and ambience

The menu was designed to appeal to both neighborhood diners and guests looking for a special night out, with contemporary American dishes, small plates, and other chef-driven selections complemented by an extensive craft cocktail program. Customer reviews frequently highlighted the quality of the food and drinks, the knowledgeable and attentive service, and the restaurant's comfortable and attractive atmosphere. The Whiskey Project also became

well known among whiskey enthusiasts, with an exceptionally broad selection and a knowledgeable bar program, while remaining a restaurant first and foremost for guests seeking an enjoyable dining experience.

As we consider bringing The Whiskey Project back to the community, our goal is to recreate what guests valued about the original restaurant while creating a new experience that fits naturally into Downtown Alpharetta. The proposed restaurant would provide a destination for residents to enjoy dinner, cocktails, celebrations, date nights, and casual gatherings in an inviting environment. The rooftop dining area would add an additional dimension to that experience by providing an attractive outdoor setting while allowing the restaurant to take advantage of the building's location and surrounding downtown environment. We believe The Whiskey Project can become a positive addition to Alpharetta—providing a high-quality dining option for nearby residents, attracting visitors to the area, supporting local employment and economic activity, and contributing to the vibrant, walkable character of Downtown Alpharetta.

Square Footage Measurements:

Current:

8,344 SF	(+/-) building plate / footprint
1,439 SF	(+/-) Rooftop / existing covered area (heated area)
6,905 SF	(+/-) Rooftop / existing open /uncovered area

Proposed:

3,860 SF	(+/-) proposed total covered area
2,407 SF	(+/-) proposed heated/covered area
1,453 SF	(+/-) proposed <u>not</u> -heated/covered area
800 SF	(+/-) uncovered roof terrace floor
x	The rest of the roof is open mechanical equipment screened from views.

Elevations and Floor plans included in the attached document.

Please let me know if I can provide any additional information or be helpful in any way.

Thank you,
Andy

[REDACTED]

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Brant Beecham Telephone: 770 862-7895
Address: 126 A N. Main St Suite 300
City: Alpharetta State: GA Zip: 30009

Authorization:

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

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

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☐ Variance/Exception | ☐ Master Plan |
| ☐ Comprehensive Land | ☐ Other |

Use Plan Amendment

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Andy Stallworth Telephone: _____
Address: _____ Suite: _____
City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature: [Signature] Date: 5/26/2026

Notary:

Notary Signature: Caitlin Leigh Bates Date: 5/26/26



DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Joshua Andrew Stallworth

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: NA Position: _____

Description of Contribution: NA Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 7/1/26

REZONING & MASTER PLAN AMENDMENT REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The proposed rooftop dining area is an accessory use to the existing restaurant and is compatible with the surrounding land uses, development pattern, and character of the area. The request expands the functionality of an existing commercial establishment and is consistent with the property's zoning.

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

The proposed rooftop dining area is not expected to have an adverse effect on the use or value of surrounding properties. The rooftop will be an accessory to a restaurant in the building and it enhances the functionality of that establishment offering outdoor dining for residents of surrounding

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

The property is zoned mixed use, but with a restriction on use of the rooftop. Our concept cannot work without the additional space the rooftop provides

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

The property has parking in excess of its city requirements. The majority of the existing tenants are office or daytime, 9-5 use, further ensuring the parking will be sufficient.

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

Our use will not add any school or utility impact as the building was designed for up to 4 restaurant tenants. There will be only two restaurant tenants.

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

The project was rezoned prior to construction and our use is consistent with the zoning.

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

Yes. Use of the rooftop was specifically restricted to use by tenants of the building and not to the public. We believe the "downtown" mixed use area is expanding to the north along Main Street. Our proposal helps meet that market demand.

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

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: The Whiskey Project - 126 N. Main Street

Contact Name: Joshua Stallworth

Telephone: [REDACTED]

The following people will be notified of this application and provided information describing the subject proposal. All properties within 500' or adjoining properties and the HOA MUST be notified. Notification requirements to be established by the City. Attach mailing list, as needed.

see attached

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

- | | |
|---|---|
| ☒ Letter | ☒ Personal Visits |
| ☒ Telephone | ☒ Group Meeting |
| ☒ Email | ☐ Other (Please Specify) |

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

100 NORTH MAIN ST ALPHARETTA LLC
1055 POWERS PL STE B
ALPHARETTA GA 30009

1100 POWERS PLACE LLC
1100 POWERS PL
ALPHARETTA GA 30004

116 NORTH MAIN LLC
4575 WEBB BRIDGE RD SUITE 5400
ALPHARETTA GA 30005

145 N MAIN LLC
14342 CLUB CIR
ALPHARETTA GA 30004

31 CHURCH STREET PARTNERS LLC
5780 WINDWARD PKWY SUITE 300
ALPHARETTA GA 30005

61 OLD CANTON LLC
14195 HOPEWELL RD
ALPHARETTA GA 30004

AB REAL ESTATE INVESTMENTS LLC
1110 POWERS PL
ALPHARETTA GA 30004

ALBRIGHT IDEAS LLC
159 N MAIN ST
ALPHARETTA GA 30009

ALMOND SANDRA & PIRKLE MORGAN W
120 LILY GARDEN PL UNIT 14
ALPHARETTA GA 30009

ALPHARETTA FIRST METHODIST CHURCH INC
69 N MAIN ST
ALPHARETTA GA 30009

AR INVESTMENTS LLC
200 VIOLET GARDEN WALK
ALPHARETTA GA 30009

ASHER RABUN LEIGH & RABUN LEE W III
95 CANTON ST
ALPHARETTA GA 30009

AURIEMMA AMY C
138 CANTON ST
ALPHARETTA GA 30009

BARQUIN ALFREDO E & KELLY K
57 CHURCH ST
ALPHARETTA GA 30009

BDS REVOCABLE TRUST THE
51 CHURCH ST
ALPHARETTA GA 30009

BEANIES PROP LLC
231 VAUGHAN DR
ALPHARETTA GA 30009

BECHER MICHELLE
93 CANTON ST
ALPHARETTA GA 30009

BECKER TIMOTHY A & KELLY L
97 CANTON ST # 2
ALPHARETTA GA 30009

BEEGHLEY MICHAEL M
133 CANTON ST
ALPHARETTA GA 30009

BERGMAN KENNETH IAN & MICHELLE
137 CANTON ST
ALPHARETTA GA 30009

BERMIC RPROPERTIES LLC
1040 POWERS PL
ALPHARETTA GA 30009

BOYK WILLIAM W JR & NANCY JANE
630 LEWIS PL
ALPHARETTA GA 30009

BRACKEN LAWRENCE J II & TRACY C
208 VIOLET GARDEN WALK
ALPHARETTA GA 30009

BRAY JEFFREY P & MICHELLE
620 LEWIS PL
ALPHARETTA GA 30009

BREEN JAMES J & LEILA RUTH
55 CHURCH ST
ALPHARETTA GA 30009

BRIGHT JOHN M & BRIGHT KRISTIN T
132 CANTON ST
ALPHARETTA GA 30009

BROOKS DANIELLE A &
MUENCHOW DARIN
116 LILY GARDEN PL UNIT 12
ALPHARETTA GA 30009

BROWN & MONDI PROPERTIES INC
18 CUMMING ST
ALPHARETTA GA 30009

BROWN MONDI PROPERTIES INC
11675 CENTURY DR STE D
ALPHARETTA GA 30009

BRUDDY LLC
2441 US HWY 98 W STE 108
SANTA ROSA BEACH FL 32459

BUNCH DEREK
1255 RIVERSIDE RD
ROSWELL GA 30076

BUTTS ROBERT R
5360 FRANKLIN GOLDMINE RD
CUMMING GA 30028

CADY JOSHUA & STEPHANIE
40 CUMMING ST
ALPHARETTA GA 30009

CAMPIS LESLIE BIRON
540 ROSE GARDEN LANE
ALPHARETTA GA 30009

CANTON STREET COMMONS
HOMEOWNERS ASSOCIATION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

CANTON STREET FD DEVELOPMENT
PARTNERS LLC
91 W WIEUCA RD BLDG/STE A 2000
ATLANTA GA 30342

CHARLES & MARLENE BAKER
FAMILY TRUST THE
127 CANTON ST
ALPHARETTA GA 30009

CHU PHIL FEIGH & XIE JUN XIA
449 ANGLIN WALK
ALPHARETTA GA 30009

CHURCH STREET COMMERCIAL PROP LLC
435 ST REGIS DR
ALPHARETTA GA 30022

COLLINS MARINE GROUP LLC
725 COOPER SANDY CV
MILTON GA 30004

COOKSEY MARK LOUIS & SHAWNDA ANN
245 ANGLIN WALK
ALPHARETTA GA 30009

CUSICK RICHARD & LAURA M
350 ROSE GARDEN LANE
ALPHARETTA GA 30009

DANIEL JAMES & HOPE ANN
215 ANGLIN WALK
ALPHARETTA GA 30009

DEHART RICHARD HENRY &
DEHART YUJING KATHY
455 ANGLIN WALK
ALPHARETTA GA 30009

DOMINO TRUST THE
141 CANTON ST UNIT 4
ALPHARETTA GA 30009

DONALD A & KRISTA L DEMARINIS
REVOCABLE TRUST THE
145 CANTON ST
ALPHARETTA GA 30009

EHORSE L L C
1070 POWERS PL
ALPHARETTA GA 30004

ENRIQUE HERRERA GALLEGOS & MARGARITA
HERRERA REVOCABLE LIVING TRUST THE
330 ROSE GARDEN LANE
ALPHARETTA GA 30009

F9 PROPERTIES LLC
844 ALTON RD # 3
MIAMI FL 33139

FMD POWERS PLACE LLC
1095 POWERS PL
ALPHARETTA GA 30009

FROM HAIR ON SALON L L C
1015 POWERS PL SUITE 105
ALPHARETTA GA 30009

GEISEL PAMELA A
1000 POWERS PL
ALPHARETTA GA 30004

GENERAL CONVENIENCE STORE LLC
174 N MAIN ST
ALPHARETTA GA 30009

GEORGIAN COMMUNITY ASSOCIATION INC THE
P.O. BOX 2458
ALPHARETTA GA 30023

GIANNOU MICHAEL P &
GIANNOU CHRISTIJHANNA
139 CANTON ST UNIT 5
ALPHARETTA GA 30009

GRIFFIN JEFFREY WILLIAM & LYNN CARLI
225 ANGLIN WALK
ALPHARETTA GA 30009

GU LEI
650 LEWIS PL
ALPHARETTA GA 30009

GUBKIN HOLDINGS LLC
210 PORTSMOUTH CT
ROSWELL GA 30076

HAWKINS HOLMES J III & TRACEY
126 LILY GARDEN PL
ALPHARETTA GA 30009

HI RIVER PROPERTIES LLC
7917 SONATA BAY POINT
LAKE WORTH FL 33467-7067

HUDSON ANN PRICE 140 CANTON ST ALPHARETTA GA 30009	HUTCHINSON ERIC & SHEILA 115 LILY GARDEN PL ALPHARETTA GA 30009
INJURY & WELLNESS SPECIALISTS OF GEORGIA LLC 1080 POWERS PL ALPHARETTA GA 30009	JAMES & LUCINDA WASHBOURNE 2023 TRUST THE 360 ROSE GARDEN LANE ALPHARETTA GA 30009
JAMES EDWARD WATTS LIVING TRUST THE 430 ANGLIN WALK ALPHARETTA GA 30009	JCNC REALTY LLC 1090 POWERS PL ALPHARETTA GA 30009
JMX BRANDS PROPERTIES II LLC 3709 N LOCKWOOD RIDGE RD SARASOTA FL 34234	JOBETH PROPERTIES LLC 305 ANNA MARIA BLVD CLEMSON SC 29631-2183
JORDAN D WESLEY 2711 CANOPY CIR ALPHARETTA GA 30009	KEBANLI ARTHUR 12250 CRABAPPLE CHASE DR ALPHARETTA GA 30004
KIM KON & SOON JA 1160 ALPHARETTA ST ROSWELL GA 30075	KLAM INC 4465 PINEHOLLOW CT ALPHARETTA GA 30022
KRAMER ROY WILLIAM & KRAMER CELIA MOORE 136 CANTON ST ALPHARETTA GA 30009	KUPERSMITH SAMUEL & MARLA 131 CANTON ST ALPHARETTA GA 30009
LEDFORD MICHELLE LEIGH 610 LEWIS PL ALPHARETTA GA 30009	LEVINE CRAIG 10530 KINGSMARK TRL ALPHARETTA GA 30022
LEW GLEN & SHEN ZAGER 640 LEWIS PL ALPHARETTA GA 30009	LORVEN PROPERTIES LLC 1125 GOLDENROD LANE SUWANEE GA 30024
MACKEN THOMAS C & MACKEN MARY K 255 ANGLIN WALK ALPHARETTA GA 30009	MAIN STREET COMMONS HOLDING LLC 365 BIRCH RILL DR ALPHARETTA GA 30022

MAIN STREET COMMONS OFFICE PARK OWNERS
ASSOCIATION INC
1102 ABBEY CT
ALPHARETTA GA 30004

MANNING ON THE SQUARE
COMMUNITY ASSN INC
4400 NORTH POINT PKWY STE 295
ALPHARETTA GA 30022

MERIDIAN GROUP INC THE
1050 POWERS PL
ALPHARETTA GA 30004

MMCO PROPERTIES LLC
5005 ROXBURGH DR
ROSWELL GA 30076

NORSWORTHY PAUL &
NORSWORTHY BARBARA M
202 VIOLET GARDEN WALK
ALPHARETTA GA 30009

ORGANIC SUGARING & WAXING LLC
1130 POWERS PL
ALPHARETTA GA 30009

PENELOPE A GURLEY LIVING TRUST THE
440 ANGLIN WALK
ALPHARETTA GA 30009

PHILLIPS RICHARD MARK & NATALIE
99 CANTON ST
ALPHARETTA GA 30009

RADLEY DANIEL G & CHERYL C
147 CANTON ST
ALPHARETTA GA 30009

RM BILOXI LLC
1075 POWERS PL STE B
ALPHARETTA GA 30009

MANGROO ROY & NANDINI
130 CANTON ST
ALPHARETTA GA 30009

MC PHERSON PATRICK &
MC PHERSON MARSHA G
134 CANTON ST
ALPHARETTA GA 30009

MILES CHRISTOPHER DEVON
& MONET DANIELLE
465 ANGLIN WALK
ALPHARETTA GA 30009

MODICA ANTHONY JOSEPH JR
550 ROSE GARDEN LANE
ALPHARETTA GA 30009

O DONNELL ROBERT J & CHERYL C
134 N MAIN ST
ALPHARETTA GA 30004-1623

PAYNE JOHN MARTIN
370 ROSE GARDEN LANE
ALPHARETTA GA 30009

PERFECT FIT BY ELENA LLC
120 POWERS PL
ALPHARETTA GA 30009-8359

PUJARI SAGER S & SALL PRAJAKTA
600 LEWIS PL
ALPHARETTA GA 30009

RICHEY BRIAN & MOLLY
204 VIOLET GARDEN WALK
ALPHARETTA GA 30009

ROWEN ERIK STEVEN & STACEY SACHS
265 ANGLIN WALK
ALPHARETTA GA 30009

ROWLES DOUGLAS M
206 VIOLET GARDEN WALK
ALPHARETTA GA 30009

SANDRA LEE FITZMAURICE
REVOCABLE TRUST THE
118 LILY GARDEN PL UNIT 13
ALPHARETTA GA 30009

SAPPINGTON DANIEL RAY
& BRENDA SMITH
59 CHURCH ST
ALPHARETTA GA 30009

SBLD PROPERTIES LLC
3490 WATERS COVE WAY
ALPHARETTA GA 30022

SCHNEIDER KEVIN & SUSAN
129 CANTON ST UNIT 9
ALPHARETTA GA 30009

SGN REVOCABLE TRUST THE
117 LILY GARDEN PL
ALPHARETTA GA 30009

SIMS BRIAN P & LINDSAY
91 CANTON ST
ALPHARETTA GA 30009

SOLLEY ROBERT A
1105 POWERS PL
ALPHARETTA GA 30004

SONI MONITA
450 ANGLIN WALK
ALPHARETTA GA 30009

SPENELLO JAMES PATRICK &
SPENELLO RHONDA DENISE
143 CANTON ST
ALPHARETTA GA 30009

SRISAI REALTY LLC
5755 N POINT PKWY STE 262
ALPHARETTA GA 30022

TROTTER HOLDINGS INC
37 CHURCH ST
ALPHARETTA GA 30004

TROTTER HOLDINGS INC
690 E MAIN ST
CANTON GA 30114

TUTTEROW JEFFREY SCOTT
124 LILY GARDEN PL
ALPHARETTA GA 30009

VASSAR TYLER M & KATHLEEN T
VASSAR 1999 LIVING TRUST THE
89 CANTON ST
ALPHARETTA GA 30009-3632

VNG INVESTMENTS LLC
6038 EAGLES REST TRL
BUFORD GA 30518

WARTHEN WILLIAM THOMAS JR
& CLAUDIA SUTTON
235 ANGLIN WALK
ALPHARETTA GA 30009

WEST MAIN TOWNHOME ASSOCIATION INC
1001 CAMBRIDGE SQ SUITE A
ALPHARETTA GA 30009

WHITEHEAD JANIS
119 LILY GARDEN PL
ALPHARETTA GA 30009

WICKER REBECCA A
121 LILY GARDEN PL
ALPHARETTA GA 30009

WILKERSON PETER & JULIETTE
340 ROSE GARDEN LANE
ALPHARETTA GA 30004

WREDBERG CONRAD JOHN III & GALLIGOS SUSAN H
420 ANGLIN WALK
ALPHARETTA GA 30009

ZIMMERMAN JONATHAN S &
BROCK ZIMMERMAN MARY PROSSER
53 CHURCH ST UNIT 10
ALPHARETTA GA 30009

Parcel 22 482212520781

All that tract or parcel of land lying and being in Land Lot 1252 of the 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at the centerline intersection of Violet Garden Walk (F.K.A. Christine Drive)(having a 30' right-of-way) and Lily Garden Place;

Thence run South 43 Degrees 17 Minutes 41 Seconds East for a distance of 25.37 feet to a set 1/2 inch capped rebar (L.S.F. 1057) on the easterly right-of-way of aforementioned Violet Garden Walk, and being the POINT OF BEGINNING of the parcel of land described herein;

Thence run North 08 Degrees 28 Minutes 21 Seconds West along said right-of-way for a distance of 119.97 feet to a found 3/4 inch open top pipe;

Thence leaving said right-of-way run South 89 Degrees 38 Minutes 39 Seconds East for a distance of 129.95 feet to a set 1/2 inch capped rebar (L.S.F. 1057);

Thence run South 05 Degrees 54 Minutes 21 Seconds East for a distance of 120.38 feet to a found 3/4 inch open top pipe;

Thence run North 89 Degrees 08 Minutes 04 Seconds West for a distance of 124.67 feet to the Point of Beginning. Said parcel containing 0.35 Acres

Parcel 22 482212520575

All that tract or parcel of land lying and being in Land Lot 1252 of the 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at the centerline intersection of Violet Garden Walk (F.K.A. Christine Drive)(having a 30' right-of-way) and Lily Garden Place;

Thence run South 43 Degrees 17 Minutes 41 Seconds East for a distance of 25.37 feet to a set 1/2 inch capped rebar (L.S.F. 1057) on the easterly right-of-way of aforementioned Violet Garden Walk;

Thence leaving said right-of-way run South 89 Degrees 08 Minutes 04 Seconds East for a distance of 124.67 feet to a found 3/4 inch open top pipe and being the POINT OF BEGINNING of the parcel of land described herein;

Thence run North 05 Degrees 54 Minutes 21 Seconds West for a distance of 120.38 feet to a set 1/2 inch capped rebar (L.S.F. 1057);

Thence run South 89 Degrees 38 Minutes 39 Seconds East for a distance of 162.48 feet to a set 1/2 inch capped rebar (L.S.F. 1057) on the westerly right-of-way of North Main Street (having a variable right-of-way);

Thence run South 04 Degrees 01 Minutes 46 Seconds East along said right-of-way for a distance of 122.01 feet to a set 1/2 inch capped rebar (L.S.F. 1057);

Thence leaving said right-of-way run North 88 Degrees 55 Minutes 33 Seconds West for a distance of 158.69 feet to the Point of Beginning.

Said parcel containing 0.44 Acres

Parcel 22 482212520773

All that tract or parcel of land lying and being in Land Lot 1252 of the 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at the centerline intersection of Violet Garden Walk (F.K.A. Christine Drive)(having a 30' right-of-way) and Lily Garden Place;

Thence run South 43 Degrees 17 Minutes 41 Seconds East for a distance of 25.37 feet to a set 1/2 inch capped rebar (L.S.F. 1057) on the easterly right-of-way of aforementioned Violet Garden Walk;

Thence run North 08 Degrees 28 Minutes 21 Seconds West along said right-of-way for a distance of 119.97 feet to a found 3/4 inch open top pipe and being the POINT OF BEGINNING of the parcel of land described herein;

Thence run North 09 Degrees 18 Minutes 25 Seconds West along said right-of-way for a distance of 92.27 feet to a found 1-1/2 inch open top pipe;

Thence leaving said right-of-way run South 89 Degrees 46 Minutes 22 Seconds East for a distance of 302.99 feet to a set 1/2 inch capped rebar (L.S.F. 1057) on the westerly right-of-way of North Main Street (having a variable right-of-way);

Thence run the following courses and distances along said westerly right-of-way of North Main Street:
South 03 Degrees 55 Minutes 10 Seconds East for a distance of 14.95 feet to a point;

North 86 Degrees 04 Minutes 51 Seconds East for a distance of 7.00 feet to a set 1/2 inch capped rebar (L.S.F. 1057);

South 03 Degrees 55 Minutes 08 Seconds East for a distance of 77.47 feet to a set 1/2 inch capped rebar (L.S.F. 1057);

Thence leaving said right-of-way run North 89 Degrees 38 Minutes 39 Seconds West for a distance of 301.37 feet to the Point of Beginning.

Said parcel containing or 0.64 Acres

CITY OF ALPHARETTA
FULTON COUNTY
LAND DEVELOPMENT DEPARTMENT
116 & 122
MAIN
CONSTRUCTION OF
PAR

AEC JOB # 22-4713
INITIAL LDP SUBMITTAL: 4-18-2023
COUNTY COMMENTS: 9-5-2023
CITY COMMENTS: 9-29-2023
CITY COMMENTS: 11-17-2023
COUNTY COMMENTS: 12-19-2023
CITY COMMENTS: 03-19-2024
COORDINATION SET: 05-24-2024

[illegible]

FEMA MAP
1" = 300'

The above information does not constitute an offer or solicitation of insurance. It is intended to provide information only. For more information, please contact your insurance agent.

[illegible][illegible]

GEORGIA8
 Limited Protection Center, Inc.
 Know what's better.
 Call before you die.
 Dial 811 or Call 1-800-222-7411

FINAL ZONING CONDITIONS

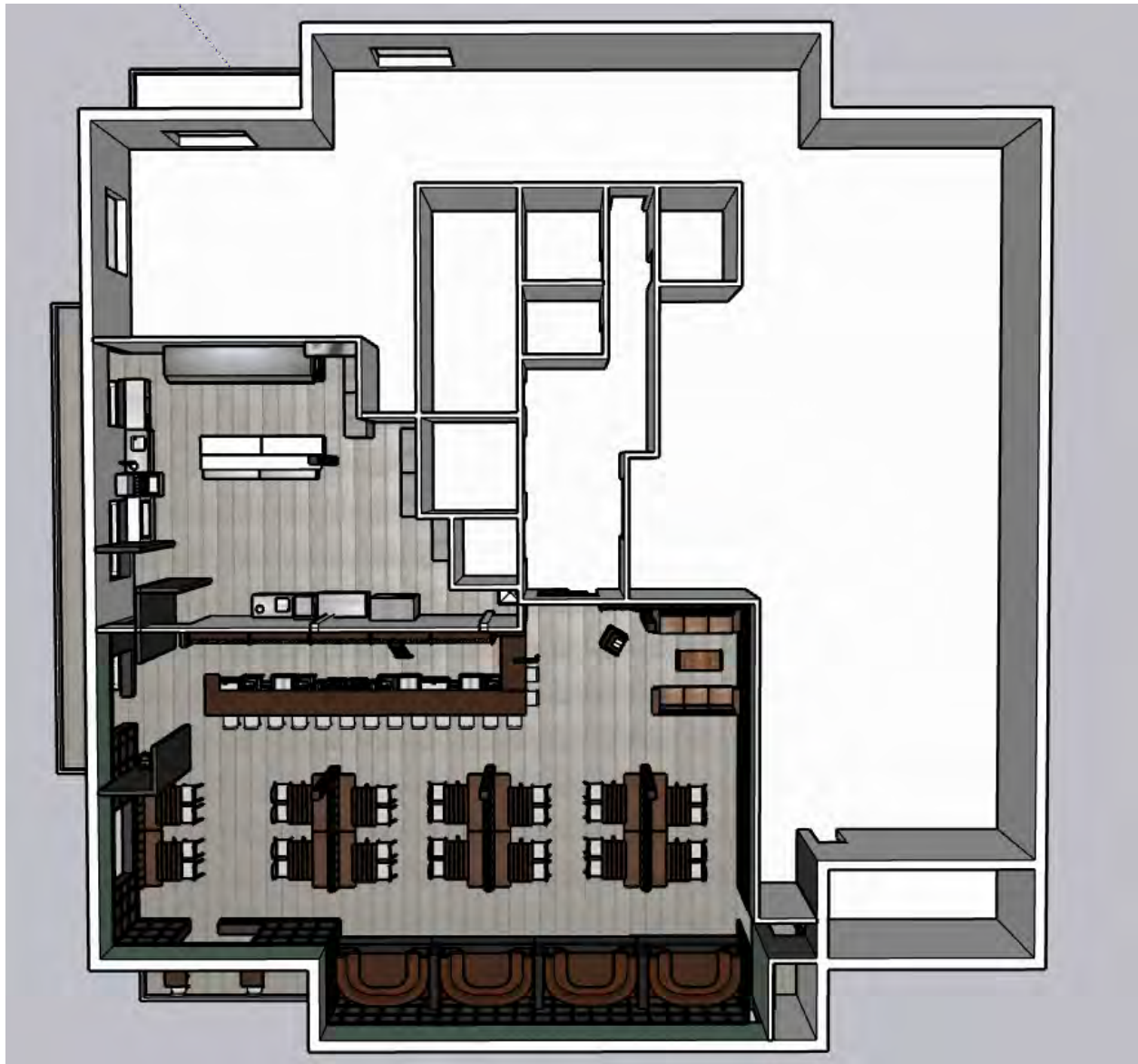
1. The site, consisting of approximately 1.43 acres, shall be zoned D2-22-02 and developed substantially similar to the plan presented by the applicant on 12/12/2021, subject to modifications required to comply with the conditions below. Uses shall be limited to office, retail, restaurant and Tier 2a/3a/4a/5a/6a/7a/8a/9a/10a/11a/12a/13a/14a/15a/16a/17a/18a/19a/20a/21a/22a/23a/24a/25a/26a/27a/28a/29a/30a/31a/32a/33a/34a/35a/36a/37a/38a/39a/40a/41a/42a/43a/44a/45a/46a/47a/48a/49a/50a/51a/52a/53a/54a/55a/56a/57a/58a/59a/60a/61a/62a/63a/64a/65a/66a/67a/68a/69a/70a/71a/72a/73a/74a/75a/76a/77a/78a/79a/80a/81a/82a/83a/84a/85a/86a/87a/88a/89a/90a/91a/92a/93a/94a/95a/96a/97a/98a/99a/100a/101a/102a/103a/104a/105a/106a/107a/108a/109a/110a/111a/112a/113a/114a/115a/116a/117a/118a/119a/120a/121a/122a/123a/124a/125a/126a/127a/128a/129a/130a/131a/132a/133a/134a/135a/136a/137a/138a/139a/140a/141a/142a/143a/144a/145a/146a/147a/148a/149a/150a/151a/152a/153a/154a/155a/156a/157a/158a/159a/160a/161a/162a/163a/164a/165a/166a/167a/168a/169a/170a/171a/172a/173a/174a/175a/176a/177a/178a/179a/180a/181a/182a/183a/184a/185a/186a/187a/188a/189a/190a/191a/192a/193a/194a/195a/196a/197a/198a/199a/200a/201a/202a/203a/204a/205a/206a/207a/208a/209a/210a/211a/212a/213a/214a/215a/216a/217a/218a/219a/220a/221a/222a/223a/224a/225a/226a/227a/228a/229a/230a/231a/232a/233a/234a/235a/236a/237a/238a/239a/240a/241a/242a/243a/244a/245a/246a/247a/248a/249a/250a/251a/252a/253a/254a/255a/256a/257a/258a/259a/260a/261a/262a/263a/264a/265a/266a/267a/268a/269a/270a/271a/272a/273a/274a/275a/276a/277a/278a/279a/280a/281a/282a/283a/284a/285a/286a/287a/288a/289a/290a/291a/292a/293a/294a/295a/296a/297a/298a/299a/300a/301a/302a/303a/304a/305a/306a/307a/308a/309a/310a/311a/312a/313a/314a/315a/316a/317a/318a/319a/320a/321a/322a/323a/324a/325a/326a/327a/328a/329a/330a/331a/332a/333a/334a/335a/336a/337a/338a/339a/340a/341a/342a/343a/344a/345a/346a/347a/348a/349a/350a/351a/352a/353a/354a/355a/356a/357a/358a/359a/360a/361a/362a/363a/364a/365a/366a/367a/368a/369a/370a/371a/372a/373a/374a/375a/376a/377a/378a/379a/380a/381a/382a/383a/384a/385a/386a/387a/388a/389a/390a/391a/392a/393a/394a/395a/396a/397a/398a/399a/400a/401a/402a/403a/404a/405a/406a/407a/408a/409a/410a/411a/412a/413a/414a/415a/416a/417a/418a/419a/420a/421a/422a/423a/424a/425a/426a/427a/428a/429a/430a/431a/432a/433a/434a/435a/436a/437a/438a/439a/440a/441a/442a/443a/444a/445a/446a/447a/448a/449a/450a/451a/452a/453a/454a/455a/456a/457a/458a/459a/460a/461a/462a/463a/464a/465a/466a/467a/468a/469a/470a/471a/472a/473a/474a/475a/476a/477a/478a/479a/480a/481a/482a/483a/484a/485a/486a/487a/488a/489a/490a/491a/492a/493a/494a/495a/496a/497a/498a/499a/500a/501a/502a/503a/504a/505a/506a/507a/508a/509a/510a/511a/512a/513a/514a/515a/516a/517a/518a/519a/520a/521a/522a/523a/524a/525a/526a/527a/528a/529a/530a/531a/532a/533a/534a/535a/536a/537a/538a/539a/540a/541a/542a/543a/544a/545a/546a/547a/548a/549a/550a/551a/552a/553a/554a/555a/556a/557a/558a/559a/560a/561a/562a/563a/564a/565a/566a/567a/568a/569a/570a/571a/572a/573a/574a/575a/576a/577a/578a/579a/580a/581a/582a/583a/584a/585a/586a/587a/588a/589a/590a/591a/592a/593a/594a/595a/596a/597a/598a/599a/600a/601a/602a/603a/604a/605a/606a/607a/608a/609a/610a/611a/612a/613a/614a/615a/616a/617a/618a/619a/620a/621a/622a/623a/624a/625a/626a/627a/628a/629a/630a/631a/632a/633a/634a/635a/636a/637a/638a/639a/640a/641a/642a/643a/644a/645a/646a/647a/648a/649a/650a/651a/652a/653a/654a/655a/656a/657a/658a/659a/660a/661a/662a/663a/664a/665a/666a/667a/668a/669a/670a/671a/672a/673a/674a/675a/676a/677a/678a/679a/680a/681a/682a/683a/684a/685a/686a/687a/688a/689a/690a/691a/692a/693a/694a/695a/696a/697a/698a/699a/700a/701a/702a/703a/704a/705a/706a/707a/708a/709a/710a/711a/712a/713a/714a/715a/716a/717a/718a/719a/720a/721a/722a/723a/724a/725a/726a/727a/728a/729a/730a/731a/732a/733a/734a/735a/736a/737a/738a/739a/740a/741a/742a/743a/744a/745a/746a/747a/748a/749a/750a/751a/752a/753a/754a/755a/756a/757a/758a/759a/760a/761a/762a/763a/764a/765a/766a/767a/768a/769a/770a/771a/772a/773a/774a/775a/776a/777a/778a/779a/780a/781a/782a/783a/784a/785a/786a/787a/788a/789a/790a/791a/792a/793a/794a/795a/796a/797a/798a/799a/800a/801a/802a/803a/804a/805a/806a/807a/808a/809a/810a/811a/812a/813a/814a/815a/816a/817a/818a/819a/820a/821a/822a/823a/824a/825a/826a/827a/828a/829a/830a/831a/832a/833a/834a/835a/836a/837a/838a/839a/840a/841a/842a/843a/844a/845a/846a/847a/848a/849a/850a/851a/852a/853a/854a/855a/856a/857a/858a/859a/860a/861a/862a/863a/864a/865a/866a/867a/868a/869a/870a/871a/872a/873a/874a/875a/876a/877a/878a/879a/880a/881a/882a/883a/884a/885a/886a/887a/888a/889a/890a/891a/892a/893a/894a/895a/896a/897a/898a/899a/900a/901a/902a/903a/904a/905a/906a/907a/908a/909a/910a/911a/912a/913a/914a/915a/916a/917a/918a/919a/920a/921a/922a/923a/924a/925a/926a/927a/928a/929a/930a/931a/932a/933a/934a/935a/936a/937a/938a/939a/940a/941a/942a/943a/944a/945a/946a/947a/948a/949a/950a/951a/952a/953a/954a/955a/956a/957a/958a/959a/960a/961a/962a/963a/964a/965a/966a/967a/968a/969a/970a/971a/972a/973a/974a/975a/976a/977a/978a/979a/980a/981a/982a/983a/984a/985a/986a/987a/988a/989a/990a/991a/992a/993a/994a/995a/996a/997a/998a/999a/1000a/1001a/1002a/1003a/1004a/1005a/1006a/1007a/1008a/1009a/1010a/1011a/1012a/1013a/1014a/1015a/1016a/1017a/1018a/10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The Whiskey Project

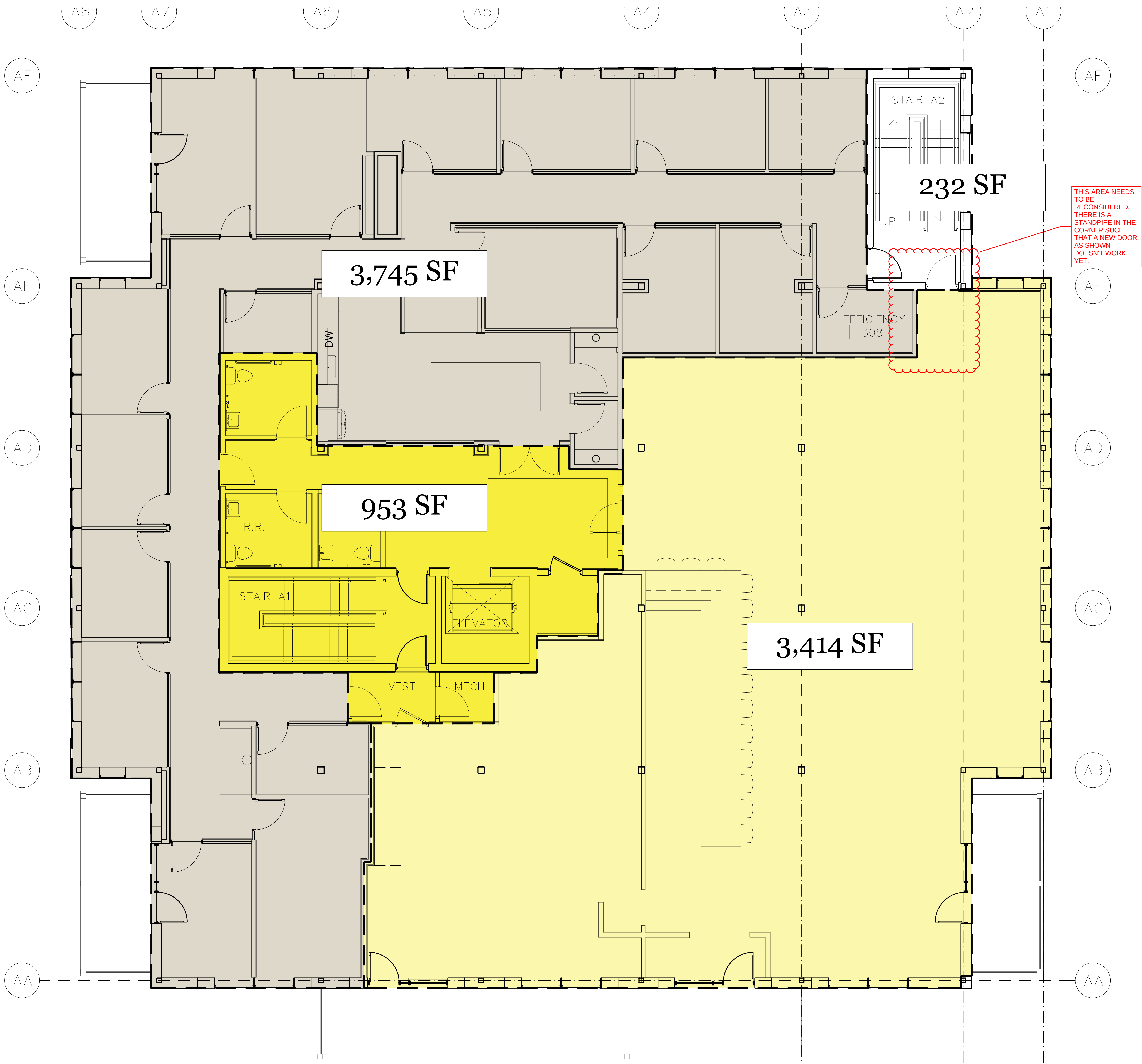
126 N. Main Street

Proposed 3rd Floor and Rooftop Renderings

3rd FLOOR CONCEPT:



3rd Floor – Dining Room/Kitchen



1 3rd Floor Plan
1/4" = 1' - 0"

THE
WHISKEY PROJECT
ALPHARETTA

Alpharetta, Georgia

NOT ISSUED / REVIEW ONLY

GENERAL NOTES:
1- This architect and/or architectural firm is not contracted to provide Construction Administration services for this project (unless otherwise noted).
2- This architect and/or architectural firm is not contracted to provide waterproofing details & specifications for this project (unless otherwise noted).

BENCHMARK DESIGN, PC
D. TRACY WARD ARCHITECT
EST. 1993

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Design Professional D. Tracy Ward, GA #8320

Issue Date

Date Description

08/20/2026 Review & Coordination

Project Name The Whiskey Project

Project Number 19030-TWP

Drawn by BPW/DTW

Designed by DTW

Checked by DTW

Description

Sheet Number



3rd Floor – Dining Room



3rd Floor – Dining Room



3rd Floor Kitchen

ROOF TOP CONCEPT:



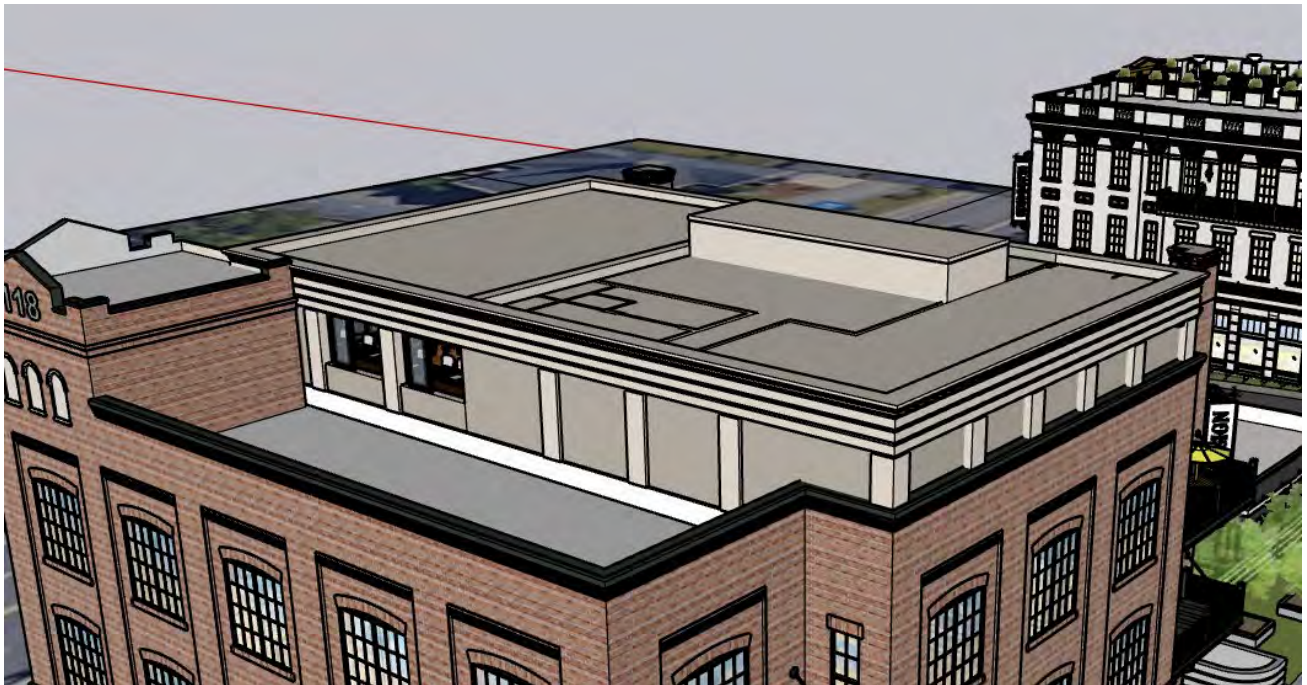
Elevation from N. Main Street



Rooftop – East Side



Rooftop – Southeast Corner



Rooftop – Northwest Corner



Rooftop – Enclosed & Open Area (Showing Roof)



Rooftop – Open and Enclosed Areas



Rooftop – Open and Enclosed Dining and Bar Areas



Rooftop – Enclosed Dining and Bar Area



Rooftop – Enclosed Area Rear of Building (Behind Dining & Bar Area)



Rooftop – Enclosed Area Rear of Building (Behind Dining & Bar Area)



Real Estate

View Bill

As of	6/29/2026
Bill Year	2025
Bill	2517991
Owner	116 NORTH MAIN LLC
Parcel ID	22 -4822-1252-078-1

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	\$1,676.47	\$1,676.47	\$0.00	\$0.00	\$0.00
TOTAL		\$1,676.47	\$1,676.47	\$0.00	\$0.00	\$0.00

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Real Estate

View Bill

As of	6/29/2026
Bill Year	2025
Bill	2517983
Owner	116 NORTH MAIN LLC
Parcel ID	22 -4822-1252-057-5

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	\$2,268.26	\$2,268.26	\$0.00	\$0.00	\$0.00
TOTAL		\$2,268.26	\$2,268.26	\$0.00	\$0.00	\$0.00



Real Estate

View Bill

As of	6/29/2026
Bill Year	2025
Bill	2517990
Owner	116 NORTH MAIN LLC
Parcel ID	22 -4822-1252-077-3

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2025	\$2,501.02	\$2,501.02	\$0.00	\$0.00	\$0.00
TOTAL		\$2,501.02	\$2,501.02	\$0.00	\$0.00	\$0.00

THE WHISKEY PROJECT

SNACKS

KALETTES. 12

Pomegranate Balsamic Glaze, Pulled
Pork Belly, Grana Padana

CHICKEN CONFIT TACOS. 14

Chicken Leg Confit, Spicy Aioli,
Avocado Crema, Red Cabbage Slaw,
Thai Chili Gastrique, Radish,
Cilantro, Pickled Jalapeno

DEVEILED EGGS. 8

Herb Yolk, Avocado Crema, Crispy
Prosciutto, Pickled Fresno

TARTINE. 12

Whipped Goat Cheese, Charred Pearl
Onions, Prosciutto, Fresno Chili,
Radish, Pomegranate Balsamic
Reduction

LOADED HERB FRITES. 12

Herb Medley, Roasted Garlic, Red
Pepper Gravy

MEAT & CHEESE BOARD. MKT

Chef's Local Selection of the Day

FIRST

BONE MARROW. 18

Canoe Cut Marrow Bones, Panko
Crust, Red Wine Onion Jam, Crostini

POTATO GNOCCHI. 16

Herb Pecan Pesto, Roasted Butternut
Squash, Crispy Prosciutto, Radish

PULLED DUCK CONFIT. 16

Confit Duck Legs, Jalapeno Polenta
Cake, Tomato Gravy, Pickled
Jalapeno

TWP SALAD. 12

Mixed Greens, Charred Onion, Cherry
Tomato, Baby Carrot, Heirloom
Beets, Vidalia Onion Dressing

SOUP OF THE DAY. 6/10

Freshly Prepared Soup of the Day

SPANISH OCTOPUS. 14

Smoked Tomato Jus, Roasted New
Potatoes, Cauliflower, Charred
Pearl Onion, Chorizo Bread Crumbs

BEEF SLIDERS. 14

Roasted Garlic Herb Aioli, Roma
Tomato, Levity Greens, Tillamook
Cheddar, Crispy Shallot

FALL SALAD. 12

Spinach, Dried Cranberry, Roasted
Butternut Squash, Candied Pecan,
Bacon, Radish, Sorghum Cider
Vinaigrette

ADD PROTEIN TO SALAD: SHRIMP +8 CHICKEN +12 STEAK +15

THE WHISKEY PROJECT

FALL MENU

ENTREE

FILET MIGNON. 38

Caramelized Onion Goat Cheese Grits,
Heirloom Tomato, Brussel Sprouts,
Crispy Shallot, Au Poivre

PORK OSSO BUCCO. 28

Caramelized Onion Goat Cheese
Grits, Broccolini, Tomato Gravy

PORK CHOP. 28

Herb Roasted Garlic Smashed Potato,
Collard Greens, Evan Williams
Mushroom Demi-Glace

DUCK BREAST. 30

Toasted Herb Barley, Haricot
Vert, Smoked Beets, Baby Carrot,
Bourbon Thai Chili Gastrique

LOCAL VEGETABLE & GRAIN. 22

Couscous, Baby Carrot, Haricot
Vert, Broccolini, Pickled Red
Cabbage

LAMB LOIN. 40

Mushroom, Barley Risotto,
Grilled Asparagus, Heirloom
Tomato, Tzatziki Yogurt Sauce,
Balsamic Fig Reduction

SNAPPER. 34

Ginger Thai Basil Risotto, Haricot
Vert, Corn Curry Cream, Pepper
Relish

SPRING CHICKEN. \$24

Smoked Tomato Risotto, Baby Bok
Choy, Heirloom Baby Carrots,
Roasted Garlic Basil Cream, Crispy
Artichoke

GRILLED SALMON. 26

Carrot Puree, Charred Brussel
Sprout, Pearl Onion, Cauliflower,
Lemon Leek Jam

SCALLOPS. 35

Mediterranean Couscous, Sauteed
Asparagus, Roasted Butternut
Squash, Pomegranate Reduction

SHRIMP & GRITS. 22

Goat Cheese Grits, Onion,
Tomato, Asparagus, Pepper
Medley, Andouille Sausage,
Smoked Tomato Bourbon BBQ Sauce

THE WHISKEY PROJECT

FALL MENU

SNACKS

KALETTES. 12

Pomegranate Balsamic Glaze, Pulled
Pork Belly, Grana Padana

SHRIMP TACOS. 14

Grilled Marinated Shrimp, Sweet
Pepper Slaw, Thai Chili Gastrique,
Fresnos, Cilantro

DEVEILED EGGS. 8

Paprika Yolks, Pickled Peas

TARTINE. 12

Whipped Goat Cheese, Charred Pearl
Onions, Prosciutto, Fresno Chili,
Radish, Pomegranate Balsamic
Reduction

LOADED HERB FRITES. 12

Herb Medley, Roasted Garlic, Red
Pepper Gravy

MEAT & CHEESE BOARD. MKT

Chef's Local Selection of the Day

FIRST

PARFAIT. 8

Honey Sweetened Greek Yogurt, Fresh
Fruit Medley, House Made Berry Jam

TWP SALAD. 12

Mixed Greens, Charred Onion, Cherry
Tomato, Baby Carrot, Heirloom
Beets, Vidalia Onion Dressing

SOUP OF THE DAY. 6/10

Freshly Prepared Soup of the Day

FALL SALAD. 12

Spinach, Dried Cranberry, Roasted
Butternut Squash, Candied Pecan,
Bacon, Radish, Sorghum Cider
Vinaigrette

ADD PROTEIN TO SALAD: SHRIMP +8 CHICKEN +12 STEAK +15

THE WHISKEY PROJECT

FALL MENU

BRUNCH

BAGEL & LOX. 17

Choice of Plain or Everything
Bagel, Cream Cheese, Capers,
Diced Tomatoes, Spring Mix,
Pickled Red Onion

SHRIMP & GRITS. 22

Caramelized Onion Goat Cheese
Grits, Andouille, Pepper Medley,
Smoked Tomato Jus

BREAD PUDDING. 13

Mushrooms, Leaks, Red Pepper Gravy,
Fried Egg

VEGGIE OMELETTE. 12

Broccolini, Bell Pepper, Onion,
Herbed Goat Cheese

STEAK & EGGS. 20

Sirloin Steak, Chimichurri, 2
Eggs Any Way, Breakfast Potatoes

CHICKEN & FRENCH TOAST. 15

Bourbon Apple Compote, Smokey Maple
Syrup, Whipped Cream, Candied Pecan

DUCK TACOS. 14

Grilled Marinated Shrimp, Sweet
Pepper Slaw, Thai Chili Gastrique,
Fresnos, Cilantro

BRUNCH BURGER. 14

Bacon, Fried Egg, Cheddar, Lettuce,
Tomato, Onion

SOUTHWESTERN OMELETTE. 15

Tomato, Bell Pepper, Onion,
Jalapeno, Cilantro, Chili Crema,
Feta

AMERICAN BREAKFAST. 13

Applewood Bacon, 2 Sunny Side Eggs,
Potato Hash, TGM Sourdough

BEVERAGES

IRISH COFFEE. 10

STUMPTOWN COLD BREW. 7

FRENCH PRESS. 8

PALOMA. 13

APEROL SPRITZ. 13

MIMOSA. 8

MAPLE BACON OLD FASHIONED. 13

BRUNCH BOMB. 11

BLOODY MARY. 13

LILLET ROSE SPRITZ. 13

THE WHISKEY PROJECT

AFTER DINNER

NIGHT CAPS ¹²

NEW ORLEANS COLD BREW MARTINI

Vodka, Vanilla, Hoodoo Chicory
Liqueur, Stumptown Nitro Cold Brew

THE UMBERTO

Averna Amaro, Lime, Demerara, Egg
White, Angostura Bitters

THE GREATER GOOD

Bourbon, Vanilla, Chocolate
Liqueur, Coffee, Cream

IRISH COFFEE

Slane Irish Whiskey, Baileys,
Coffee

PORTS

SMITH WOODHOUSE - PORTUGAL

Lodge Reserve Port.....	10
Late Bottle Vintage.....	12
10 Year Tawny Port.....	14
20 Year Tawny Port.....	20

QUINTA DO NOVAL - PORTUGAL

2003 Vintage Porto.....	32
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WARRE'S - PORTUGAL

1977 Vintage Porto.....	74
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RARE WINE CO. - MADEIRA (DRIEST TO SWEETEST)

Charleston Sercial.....	20
Savannah Verdelho.....	20
Boston Bual.....	20
New York Malmsey.....	20
Baltimore Rainwater.....	20

DESSERT

BOURBON PECAN PIE. \$8/\$35

Bacon Caramel & Ice Cream

PUMPKIN PIE. \$8/\$35

Fresh Chantilly Cream



STAFF REPORT

Department: Public Works
Submitted By: Peter Sewczwicz
Meeting Date: September 14, 2026

AGENDA ITEM:

Agreement: Right to Enter at 1325 Mid Broadwell Road

Consideration and approval of a Right to Enter Agreement between Judith M. McDaniel, Sole Trustee of the Burton and Judy McDaniel Revocable Trust and the City of Alpharetta and with the authorization for Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Right to Enter Agreement between Judith M. McDaniel, Sole Trustee of the Burton and Judy McDaniel Revocable Trust and the City of Alpharetta and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

After recent storm events, multiple trees have fallen on property owned by the City. In order to provide remediation after the storm, it is necessary for the City to enter upon the property located at 1325 Mid Broadwell Road, owned by the Burton and Judy McDaniel Revocable Trust. Remediation efforts will include removing multiple trees and tree stumps, and a portion of fence will need to be removed and reinstalled.

If approved, this agreement will give the City a temporary, exclusive right to enter upon the property to perform the clean up work.

This agreement will expire 90 days from the execution date.

ALTERNATIVES:

Do not approve the Right to Enter Agreement and forego storm cleanup efforts.

ATTACHMENTS:

1. Executed Right To Enter Agreement

After recording, please return to:

Jarrard & Davis LLP
c/o Rachel Talasaz
222 Webb Street
Cumming, Georgia 30040

Re: TPN 22 433012030349

Cross-Reference: DB 57300, PG 686

**STATE OF GEORGIA
COUNTY OF FULTON**

RIGHT TO ENTER AGREEMENT

This **RIGHT TO ENTER AGREEMENT** ("**Agreement**") is made and entered into as of this 12 day of September 2026, by and between **JUDITH M. MCDANIEL, SOLE TRUSTEE OF THE BURTON AND JUDY MCDANIEL REVOCABLE TRUST ("McDaniel Trust")**, and **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia ("**Alpharetta**"). McDaniel Trust and Alpharetta are collectively referred to as the "**Parties.**"

WHEREAS, McDaniel Trust is the owner of fee simple title to land located at 1325 Mid Broadwell Road lying and being in Land Lot 1203 of the 2nd District, 2nd Section, Fulton County, Georgia, as further described in that certain Quitclaim Deed recorded in Deed Book 57300, Page 686 of the Fulton County, Georgia Real Property Records (the "**Property**"); and,

WHEREAS, Alpharetta needs to obtain a right of entry on a portion of the Property as shown on Exhibit "A" for the purpose to remove multiple tree stumps and trees as further reflected on Exhibit "A"; and,

WHEREAS, as part of the removal of multiple tree stumps and trees, a part of the fencing will need to be removed and reinstalled as reflected on Exhibit "A"; and,

WHEREAS, in order to complete the removal of multiple tree stumps and trees, the Parties agree to execute this Agreement and allow for access to the portion of the Property shown on Exhibit "A" as required; and,

WHEREAS, subject to the terms set forth below, McDaniel Trust agrees to grant Alpharetta its agents, employees, contractors, and subcontractors the right to enter the portion of the Property shown on Exhibit "A" solely for the purpose to remove multiple tree stumps and trees as shown on Exhibit "A"; and,

NOW THEREFORE, Parties covenant and agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.

2. **Grant of Rights.** McDaniel Trust grants to Alpharetta, its agents, employees, representatives, contractors, subcontractors, and their respective agents, employees, and representatives (collectively the "**Accessing Parties**") the following rights: a temporary, non-exclusive right to go over, under, upon, across, and through that portion of the Property specifically depicted and described on **Exhibit "A"** attached hereto and incorporated herein by reference, subject to any field adjustments needed to protect existing trees, solely for the purpose of removing multiple tree stumps and trees as depicted in Exhibit "A" (collectively, the "**Work**"). The Accessing Parties shall not enter, disturb, or perform work on any portion of the Property outside the area shown on Exhibit "A", except for any field adjustments needed to protect existing trees, without McDaniel's prior written consent, except in the case of an emergency posing an imminent threat to life, safety, or property.

3. **Work.** The Accessing Parties shall perform the Work in a good and workmanlike manner and shall leave the portion of the Property shown in Exhibit "A" in a clean condition. The Accessing Parties shall conduct all Work within the portion of the Property shown in Exhibit "A" in compliance with any applicable federal, state, and local laws, rules, regulations, codes, ordinances, judgments, decrees, or orders of any state, federal, or local government or agency having jurisdiction over the Property (hereinafter "**Applicable Laws**"). The Work includes, without limitation, all activities reasonably incidental or necessary to accomplish the removal of multiple tree stumps and trees, including access, equipment operation, loading, hauling, and grading.

4. **No Transfer of Title or Grant of Any Interest in the Property.** By granting this right of entry, McDaniel Trust does not convey any property interest, and this Agreement shall not be construed to create an easement or convey any property to Alpharetta.

5. **Effective Date/Expiration/Termination.** The Effective Date of this Agreement shall be the date of execution by both Parties as indicated below. Alpharetta shall countersign this Agreement no later than thirty (30) days after execution by McDaniel Trust. If Alpharetta does not countersign this Agreement within the foregoing time period, this Agreement shall terminate without any further action of the Parties hereto. If the foregoing time period within which Alpharetta must countersign this Agreement expires on a Saturday, Sunday, or any day observed by the federal or Georgia state governments as a legal holiday or any day on which commercial banks in Georgia are authorized by law to be closed, then such time period shall automatically be extended to the next regularly scheduled business day.

This Agreement shall expire ninety (90) days from the Execution Date.

6. Additional Terms.

(a) This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the Parties and their assigns, successors, and successors in title. By accepting this Agreement, the Parties agree to be bound by all terms of this Agreement. Notwithstanding anything to the contrary contained herein, Alpharetta shall not assign this Agreement.

(b) This Agreement contains the entire agreement between the Parties with respect to the matters described in this Agreement. This Agreement may not be amended or modified except by written instrument signed by both Parties.

(c) A failure of a party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

(d) By their execution below, each of the representatives of the Parties hereto represents to the other party that he/she/it has the right and authority to execute this Agreement on behalf of such party.

(e) This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original signature on an original document.

(f) This Agreement shall be construed, enforced, and interpreted in accordance with the laws of the State of Georgia, and those laws shall control in the event of any conflicts of law.

(g) The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement. The division of this Agreement into sections and subsections or paragraphs and subparagraphs are for convenience and reference only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of the provisions of this Agreement.

(h) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held void, invalid, or unenforceable, shall not be affected thereby, and each and every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law as if the void, invalid, or unenforceable term or provision of this Agreement had not been part of this Agreement.

(i) This Agreement is entirely the product of the collective joint drafting efforts of the Parties hereto. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared, drafted, or imposed such provision.

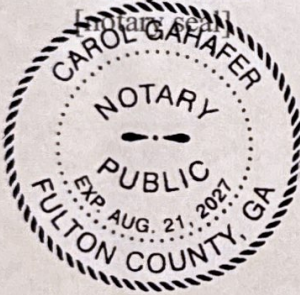
Signed, sealed and delivered this 12 day of Sept. 2026 in the presence of:

**JUDITH M. MCDANIEL, SOLE
TRUSTEE OF THE BURTON AND
JUDY MCDANIEL REVOCABLE
TRUST**

Donna Hunt
Witness

By: Judith M. McDaniel
Judith M. McDaniel, Sole Trustee

Carol Gahaffer
Notary Public



CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[CITY SEAL]

Approved as to substance:

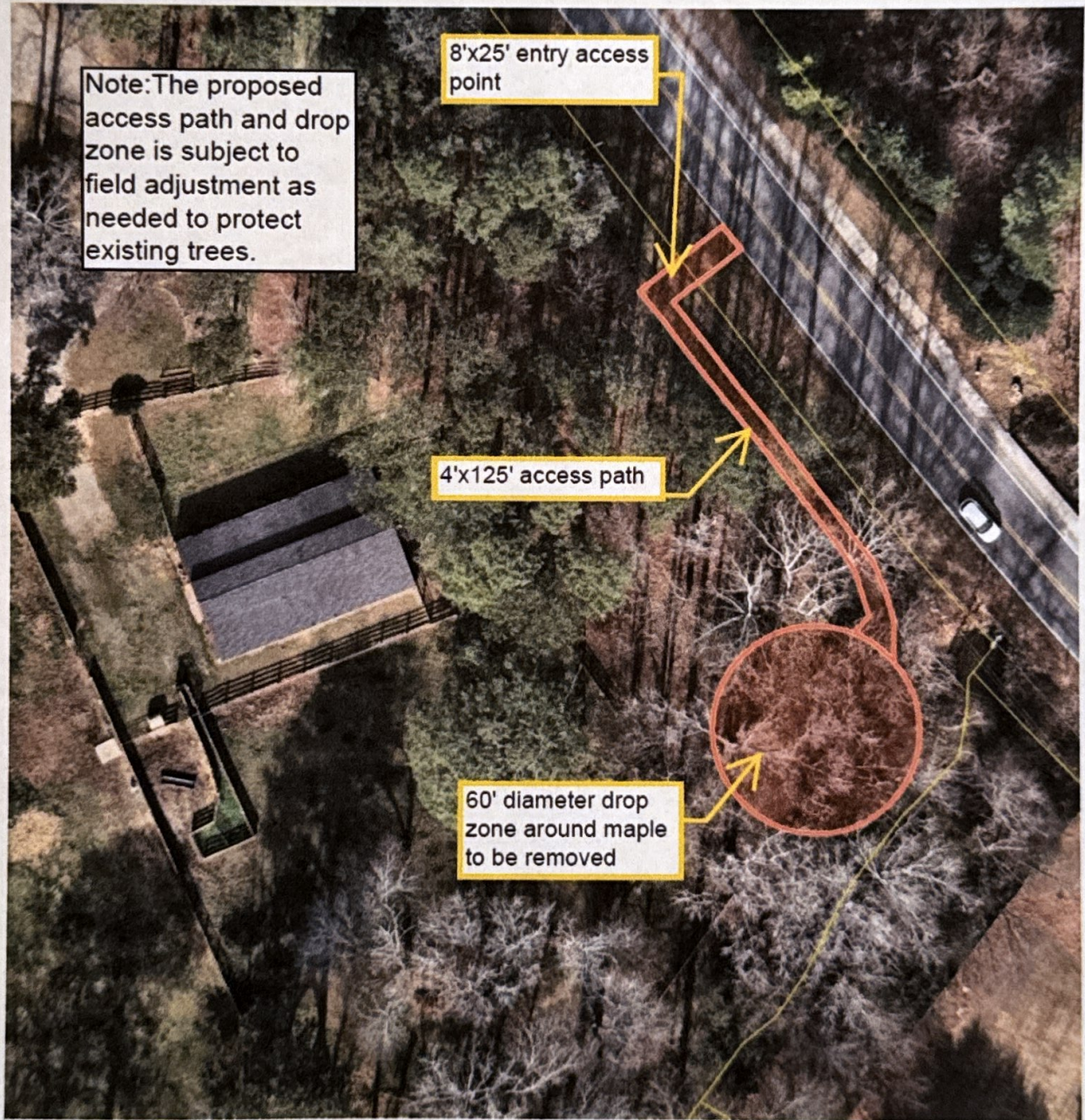
By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney Date

EXHIBIT "A"

1325 Mid Broadwell Road Site Access and Drop Zone Map for Tree Removal (35" DBH Maple)





STAFF REPORT

Department: Public Works
Submitted By: Will Eberly
Meeting Date: September 14, 2026

AGENDA ITEM:

Landscape Maintenance Contract Extensions — Citywide by Russell Landscape and SR 400 by Georgia Green

Consideration of approval of the extensions for Russell Landscape's Contract No. 22-104/22-105 in the amount of \$704,638.98 and Georgia Green's Contract No. 22-111 in the amount of \$186,213.70 in the form of two one-year (12-month) renewals, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the extensions for Russell Landscape's Contract No. 22-104/22-105 in the amount of \$704,638.98 and Georgia Green's Contract No. 22-111 in the amount of \$186,213.70 in the form of two one-year (12-month) renewals, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Maintenance Contracts/10041050 - 523860 - EPW00	\$704,638.98
Maintenance Contracts/10041050 - 523860 - EPW00	\$186,213.70

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
none	\$0.00
none	\$0.00

ITEM DESCRIPTION:

City-wide Landscape Maintenance by Russell Landscape

Contract No. 22-104/22-105

End Date: January 31, 2027

Context:

Ongoing roadway construction by the Georgia Department of Transportation (GDOT) along SR 9 (Main Street) and by the City's project along Webb Bridge Road between the Big Creek Greenway tunnel under Webb Bridge Road and the roundabout at Webb Bridge Way (Phase 2B) continues to affect substantial portions of the landscape maintenance areas covered under this contract.

Impact on Maintenance Operations:

Roadway construction continues to disrupt routine maintenance within the areas included in the

current landscape maintenance contract. Additionally, over \$2,000,000 in new landscape installation is planned across multiple phases beginning in November 2026 and continuing through spring 2028. Planting locations include, but are not limited to:

- SR 9 from Milton Avenue to Windward Parkway
- Webb Bridge Road Phase 2B
- Roswell Street from Old Milton Parkway to Old Roswell Street

Consistent with the City's established practice, a single contractor is responsible for installing, maintaining, and warranting all landscape associated with annual capital projects. This approach minimizes conflicts and ensures clear accountability throughout all phases of the work.

In addition to future landscape plantings, the contracts are associated with landscape maintenance of enhanced corridors (Rucker Road, Kimball Bridge, etc..) as well as standard mowing and edging services along other roadways like Haynes Bridge Road and Mansell Road.

Recommended Solution:

Given the ongoing construction activity and forthcoming landscape installations, staff recommends extending the current contract for two consecutive one-year (12-month) renewals. This extension will support maintenance and warranty requirements for new installations and position the City to move beyond major roadway construction before advertising a new Request for Proposal (RFP). The current vendor has agreed to maintain the prior fiscal year annual price of \$704,638.98 for the first year of the extension, with a 3% increase applied for the second extension year.

Landscape Maintenance of SR 400 Interchanges and Encore Parkway Bridge by Georgia Green Contract No. 22-111

End Date: March 31, 2027

Context:

Roadway construction associated with the SR 400 Express Lanes affects all interchanges within Alpharetta city limits. Clearing and grubbing the SR 400 Interchanges in a phased manner has created a challenge regarding maintenance. The anticipated completion of the SR 400 Express Lanes project construction is in 2031. True North 400 Partners with the City (50-50) on the landscape maintenance of the SR 400 Interchanges and Encore Parkway Bridge.

Impact on Maintenance Operations:

Because the SR 400 Express Lanes project is design/build, the areas impacted by roadway construction change frequently. These shifting conditions make it impractical to map and communicate maintenance zones in a consistent or meaningful way. Consequently, obtaining accurate pricing from new landscape maintenance vendors is not feasible at this time.

Recommended Solution:

To ensure continuity of service and maintain cost stability, staff recommends extending the current contract for two consecutive one-year (12-month) renewals. The current vendor has agreed to maintain the prior fiscal year annual price of \$186,213.70 for the first year of the extension, with a 3% increase applied for the second extension year.

At the conclusion of this extension period, the City will reassess its ability to effectively advertise a new Request for Proposal (RFP). It is expected that the impacts of the interchanges will be known over the next 18 months and Public Works, in partnership with True North 400, will issue a new contract for maintenance work at the interchanges.

Recently, Georgia Green was purchased by Russell Landscape and the extension of these contracts will be under the responsibility of Russell Landscape and the contracts will all be under Russell Landscape.

ALTERNATIVES:

Do not grant approval of the extension and the City will pursue procuring vendors through the City's procurement process.

ATTACHMENTS:

1. Contract# 22-104-105 Citywide
2. #22-104-105 Year3 Increase
3. Contract# 22-111 SR400
4. #22-111 Year3 Increase

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is made and entered into by and between **Russell Landscape, LLC**, a domestic limited liability company with its principal office located at 4300 Woodward Way, Sugar Hill, Georgia 30518 (the "Contractor") and the **City of Alpharetta, Georgia**, a body politic and municipal corporation of the State of Georgia (the "City"), and with the Contract as the "Parties" and each a "Party"). Even if fully executed on a date thereafter, this contract will be deemed effective as of February 1, 2022.

1. Contract Documents. This Parties' agreement as to the "Scope of Services" defined in Section 3 of this Contract, below is inclusive of this Contract, the City's Request for Proposals No. 22-104 and Request for Proposals 22-105 dated September 3, 2021 including any addenda thereto (the "RFP"), and the Contractor's Proposals dated October 1, 2021 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents").
2. The foregoing notwithstanding, in the event of a conflict between this Contract and any of the other Contract Documents, the provisions and requirements set forth in this Contract will control. In the event of a conflict between the language in the RFP and the Proposal, exclusively, the language in the RFP will govern over the Proposal. However, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City determines that any of the terms set forth in the Proposal are more desirable (at the City's sole option), the terms set forth in the Proposal will control.
3. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Scope of Services") and incorporated herein by reference.
 - (a) The Right of Way Scope of Services includes, generally the following: City-Wide Landscape Maintenance of Level 1 Right-of-Way and City Facilities and City-Wide Landscape Maintenance of Level 2 Right-of-Way (the "ROW") including pruning, fertilization, overseeding, mowing, mulching, herbicide application, seasonal color installation, and all other components of maintenance. Contractor will furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Scope of Services. All Scope of Services are within the City of Alpharetta, Georgia.
 - (b) The On-Call Landscape Installation and Construction Services Scope of Services (the "Installation") includes, generally the following: including, but not limited to, large-scale tree planting and landscape improvement projects that may include trees, shrubs, groundcovers, and hardscape, sod, mulch, etc. at various location within the City of Alpharetta. The City may issue Work Orders for Landscape Installation and watering. Contractor shall provide labor, material and watering in accordance with the specified planting dates to be established by the City with each Work Order for On-Call Landscape Installation and Construction Services. Contractor will furnish all labor, materials, equipment, superintendence, and other incidentals as required to perform the plantings in accordance with the planting dates to be established in each Work Order by the City and complete the Scope of Services within agreed timeframes. For any Work Order exceeding the sum of \$100,000.00 Contractor shall provide payment and performance bonds. The City may in its discretion require payment and performance bonds for Work Orders less than \$100,000.00.
 - (c) Further, for each Installation work order, Contractor shall provide a two-year warranty on all trees and a one-year warranty on all shrubs, groundcover, and other plants and items such as irrigation and lighting. Such warranties shall begin upon Final Completion of each work order and acceptance by City and shall survive termination of this Contract. During the warranty period, should any plantings die, fail to survive, or otherwise be found by

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the City to be defective, damaged, flawed, or non-conforming to any/all specifications, such plantings shall be replaced by the Contractor at no additional cost to the City and corrected to City's satisfaction.

- (d) There is no baseline amount of work guaranteed for Installation work and Work Orders shall be issued in the City's sole judgement. All work is within the City of Alpharetta, Georgia.

4. Contract Prices. The City agrees to pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheets, which are attached hereto and incorporated herein as **Exhibit "A" through Exhibit "D"** for Contractor's performance of Scope of Services (the "Contract Price").

5. Payment.

- (a) The Parties acknowledge and agree that the Contract Price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented, or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attn: Will Eberly

Invoices may be submitted to and paid by the City not more often than once a month as agreed to by the City prior to the commencement of the Scope of Services. Upon completion of the Scope of Services or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Scope of Services, the City will make payment. Upon receipt of Contractor's final invoice and following inspection the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Scope of Services that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

- (b) Notwithstanding any other provision of this contract including final payment, Contractor's scope of work and final completion and acceptance of the project shall not

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occur until Contractor has fulfilled all obligations for all warranties and watering. Contractor and Contractor's surety shall remain liable for any and all warranty and watering obligations until satisfactory performance and completion and acceptance of those tasks. Final completion of the contract and acceptance of the public work by the City shall not be deemed to occur unless and until all such obligations for warranties and watering are performed in accord with the Contract and any Work Order.

6. Commencement of Scope of Services; Time for Performance.

(a) Commencement of Scope of Services. The Contractor must not proceed to perform the Scope of Services until on or after February 1, 2022.

(b) Time is of the Essence. All limitations of time in this Contract are of the essence.

7. Term.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than five (5) years starting February 1, 2022 and ending at 11:59 p.m. (Eastern Time) on January 31, 2027 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from February 1, 2022 through 11:59 p.m. (Eastern Time) on January 31, 2023, and will automatically renew for additional one (1) year terms, each beginning on February 1 following the existing term year and ending at 11:59 (Eastern Time) on January 31 of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Except as otherwise provided herein, the Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any renewal term commencing after the January 21, 2024, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month) from the prices of the prior term. Contractor must provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

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For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

8. Termination. This Contract may be terminated prior to the term ending by either Party in the event of substantial failure or default of the other Party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting Party must give notice to the defaulting Party of the failure or default. Such Party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting Party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services actually performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.
9. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.
10. Licenses, Registrations, Certifications and Permits. Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Scope of Services as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.
11. Insurance.
 - (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law,

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whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

- ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy must be endorsed to provide "all risks" coverage. The policy must contain a severability of interests' (or equivalent) provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Services. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

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- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, or demands by or against, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
 - (d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Scope of Services, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
 - (e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
- 12. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third-party, or create any third-party beneficiaries.
- 13. Subcontractors and Contractor Personnel.
 - (a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a Party to this Contract.
 - (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Scope of Services (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

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- (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
- (ii) Disciplinary reasons;
- (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
- (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Scope of Services, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

14. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Scope of Services, the discipline of its employees, and other matters incident to the performance of the Scope of Services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
15. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
16. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.
17. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

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(a) If to the Contractor, at the following address:

Russell Landscape, LLC
4300 Woodward Way
Sugar Hill, GA 30518
Attention: Teddy Russell, CEO

(b) If to the City, at the following address:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009
Attention: Pete Sewczwicz

(c) With a copy to:

Michael D. Stacy
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338-2668

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery. No other form of notice shall be deemed effective.

18. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

19. Confidential Information.

- (a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor will presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
- i. The Contractor will provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality will address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who will remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor must provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The

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private or confidential data of the City will remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Scope of Services, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

- (b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract will be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary Data*) hereof, as between the Parties, any data supplied to or created by the Contractor will be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor will promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- (d) Reporting of Unauthorized Disclosure. The Contractor will immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract will survive termination of the Contract.

20. Rights in Proprietary Data; Intellectual Property; Nondisclosure and Confidentiality.

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 will mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third-party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Scope of Services under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Scope of Services provided pursuant to this Contract.
- (b) Rights in Data. As between the Parties, all Proprietary Data will be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City will have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Scope of Services and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract will be subject to copyright protection owned by a third-party in the United States of America or other country. Contractor will not include in the project deliverables any copyrighted matter owned by a third-party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.

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- (d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third-parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third-party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information will be limited to its employees having a need to know. City will continue to keep appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.
- (e) Limitation. Except as otherwise provided for herein, nothing in this Contract will be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

21. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

- (a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):
 - i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

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

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

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
 - ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
 - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
 - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
 - iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such Party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

22. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Scope of Services, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Scope of Services, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia or in the United States District Court, Northern District of Georgia, Atlanta Division.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein and constitutes the sole and entire agreement between the Parties.
- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the Parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the Party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (l) Presumptions and Interpretations. The Parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

provisions hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agents prepared same, it being agreed that all Parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-Contractor or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

[signatures begin next page]

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

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

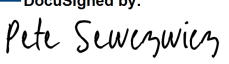
Executed 12/16/2021

CITY OF ALPHARETTA, GEORGIA

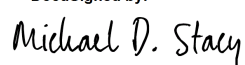
DocuSigned by:
 
By: 2DC5226B8FD44FB...
Jim Gilvin, Mayor

Date: 12/16/2021

Approved as to Content:

DocuSigned by:

BB2F6271FD59471...
Pete Sewczwicz,
Director of Public Works

Approved as to form and legal sufficiency:

DocuSigned by:

8CB007239B6F45D...
Michael D. Stacy, City Attorney

RUSSELL LANDSCAPE, LLC

DocuSigned by:

By: 02820D995D6E4F8...
Teddy Russell, CEO

Date: 12/15/2021

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

Exhibit "A"

Level 1 Right of Way and City Facilities Cost Proposal

RFP 22-104, City-Wide Landscape Maintenance of LEVEL 1 Right-of-Way		
Pricing Sheet		
RFP 22-104	<u>Best and Final Offer request 10-20-2021</u>	
Landscape Maintenance of Level-1 Right-of-Ways and Facilities		
Bidder Name:	RUSSELL LANDSCAPE	
General Maintenance: mowing, pruning, fertilization, pesticide applications, etc.		
Annual Cost:	\$	249,280.00
Pine Straw Mulch		
Qty of Bales (bale size = 14"x14"x28"):	Qty	0
Annual Cost:	\$	
Brown Hardwood Mulch		
Qty of CY:	Qty	1124
Annual Cost:	\$	67,440.00
Seasonal Color		
SF of Bed Area:	Qty	354
Annual Cost:	\$	4,744.00
Vegetation Maintenance within City Stormwater Ponds		
Annual Cost:	\$	4,400.00
TOTAL		\$ 325,864.00

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

Exhibit "B"

Level 2 Right of Way Cost Proposal

RFP 22-105, City-Wide Landscape Maintenance of LEVEL 2 Right-of-Way		
Pricing Sheet		
RFP 22-105	<i>Best and Final Offer request 10-20-2021</i>	
Landscape Maintenance of Level-2 Right-of-Ways		
Bidder Name:	RUSSELL LANDSCAPE	
General Maintenance: mowing, pruning, fertilization, pesticide applications, etc.		
Annual Cost:	\$	287,250.00
Pine Straw Mulch		
Qty of Bales (bale size = 14"x14"x28"):	Qty	8400
Annual Cost:	\$	54,600.00
Roadside Brush Control		
Annual Cost:	\$	7,510.00
TOTAL		\$ 349,360.00

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

Exhibit "C"

Level 1 Sample Cost Proposal

Sample Landscape Construction Pricing Sheet - RFP 22-104					
Landscape Maintenance of Level-1 Right-of-Ways and Facilities		Name: RUSSELL LANDSCAPE			
Provide costs to install the following items. Assume installation takes place along a two-lane undivided roadway with 8’ wide sidewalks on both sides of the street and a 6’ wide planting area between the roadway curb and sidewalk. Costs to include labor, traffic control, grading/bed preparation including 3" of soil amendment (compost), staking, tree watering bags, AND INCLUDES PRICE OF PLANTS/MATERIALS. Enter Material Unit Pricing and Total Labor Cost. Materials pricing is for example only... with the understanding that market prices for materials will fluctuate.					
Item	Materials QTY	Materials Unit Price including markup, traffic control, bed prep, etc	Total Materials Cost (QTY x Unit Price)	Total Labor based on line item QTY	Total Materials + Other Costs + Total Labor
Installation of Quercus phellos, 4" caliper	1	\$ 750.00	\$ 750.00	\$ 220.00	\$ 970.00
Installation of Quercus phellos, 4" caliper	10	\$ 693.00	\$ 6,930.00	\$ 2,200.00	\$ 9,130.00
Installation of Quercus phellos, 4" caliper	50	\$ 637.00	\$ 31,850.00	\$ 1,100.00	\$ 32,950.00
Installation of Juniperus virginiana 'Brodie', 8' height	1	\$ 380.00	\$ 380.00	\$ 200.00	\$ 580.00
Installation of Juniperus virginiana 'Brodie', 8' height	10	\$ 351.50	\$ 3,515.00	\$ 2,000.00	\$ 5,515.00
Installation of Juniperus virginiana 'Brodie', 8' height	50	\$ 323.00	\$ 16,150.00	\$ 10,000.00	\$ 26,150.00
Installation of 'Crimson Fire' Loropetalum Shrub, 3-gallon	5	\$ 25.00	\$ 125.00	\$ 25.00	\$ 150.00
Installation of 'Crimson Fire' Loropetalum Shrub, 3-gallon	50	\$ 23.12	\$ 1,156.00	\$ 208.00	\$ 1,364.00
Installation of 'Crimson Fire' Loropetalum Shrub, 3-gallon	100	\$ 21.87	\$ 2,187.00	\$ 416.00	\$ 2,603.00
Installation of 'Ruby' Loropetalum Shrub, 7-gallon	5	\$ 59.00	\$ 295.00	\$ 43.00	\$ 338.00
Installation of 'Ruby' Loropetalum Shrub, 7-gallon	25	\$ 54.60	\$ 1,365.00	\$ 205.00	\$ 1,570.00
Installation of 'Ruby' Loropetalum Shrub, 7-gallon	50	\$ 51.63	\$ 2,581.50	\$ 410.00	\$ 2,991.50
Installation of Liriope spicata, 4" pot	18	\$ 2.30	\$ 41.40	\$ 20.00	\$ 61.40
Installation of Liriope spicata, 4" pot	180	\$ 2.12	\$ 381.60	\$ 300.00	\$ 681.60
Installation of Liriope spicata, 4" pot	900	\$ 2.01	\$ 1,809.00	\$ 1,500.00	\$ 3,309.00
Installation of Hypericum calycinum, 1-gal	5	\$ 12.50	\$ 62.50	\$ 25.00	\$ 87.50
Installation of Hypericum calycinum, 1-gal	50	\$ 11.56	\$ 578.00	\$ 167.00	\$ 745.00
Installation of Hypericum calycinum, 1-gal	100	\$ 10.95	\$ 1,095.00	\$ 333.00	\$ 1,428.00
Watering Visit for 10 Trees (4" caliper with double bag)	1	\$ -	\$ -	\$ 495.00	\$ 495.00
Watering Visit for 50 Shrubs, 3-gallon	1	\$ -	\$ -	\$ 495.00	\$ 495.00
Watering Visit for Groundcover, 150 square feet	1	\$ -	\$ -	\$ 50.00	\$ 50.00
Installation of Centruy CR1820 Root Barrier, 20' roll, 18" ht	1	\$ 105.00	\$ 105.00	\$ 325.00	\$ 430.00
Installation of Centruy CR1820 Root Barrier, 20' roll, 18" ht	10	\$ 100.82	\$ 1,008.20	\$ 3,250.00	\$ 4,258.20
Installation of Centruy CR1820 Root Barrier, 20' roll, 18" ht	50	\$ 99.14	\$ 4,957.00	\$ 16,250.00	\$ 21,207.00
		\$ 3,716.12	\$ 77,322.20	\$ 40,237.00	\$ 117,559.20

Contract: City-Wide Landscape Maintenance of LEVEL 1 and LEVEL 2 Right-of-Way, Facilities, and
On-Call Landscape Installation and Construction Services

Contract No.: 22-104/22-105

Exhibit "D"

Level 2 Sample Cost Proposal

Sample Landscape Construction Pricing Sheet - RFP 22-105					
Landscape Maintenance of Level-2 Right-of-Ways		Name:	RUSSELL LANDSCAPE		
Provide costs to install the following items. Assume installation takes place in the median of a 4-lane roadway. Costs to include labor, traffic control, grading/bed preparation, AND INCLUDES PLANTS/MATERIALS. Enter Material Unit Pricing and Total Labor Cost. Materials pricing is for example only... with the understanding that market prices for materials will fluctuate.					
Item	Materials QTY	Materials Unit Price including markup, traffic control, bed prep, etc	Total Materials Cost (QTY x Unit Price)	Total Labor based on line item QTY	Total Materials + Other Costs + Total Labor
Installation of TifTuf Bermuda Sod, pallet (500 sf)	1	\$ 385.00	\$ 385.00	\$ 110.00	\$ 495.00
Installation of TifTuf Bermuda Sod, pallet (500 sf)	3	\$ 385.00	\$ 1,155.00	\$ 330.00	\$ 1,485.00
Installation of TifTuf Bermuda Sod, pallet (500 sf)	20	\$ 335.00	\$ 6,700.00	\$ 2,200.00	\$ 8,900.00
Installation of Long Leaf Pine Straw, bale (14"x14"x28)	1	\$ 5.00	\$ 5.00	\$ 1.25	\$ 6.25
Installation of Long Leaf Pine Straw, bale (14"x14"x28)	100	\$ 5.00	\$ 500.00	\$ 125.00	\$ 625.00
Installation of Long Leaf Pine Straw, bale (14"x14"x28)	1000	\$ 5.00	\$ 5,000.00	\$ 1,250.00	\$ 6,250.00
Installation of Brown Hardwood Mulch, cubic yard	1	\$ 35.00	\$ 35.00	\$ 25.00	\$ 60.00
Installation of Brown Hardwood Mulch, cubic yard	30	\$ 35.00	\$ 1,050.00	\$ 750.00	\$ 1,800.00
Installation of Brown Hardwood Mulch, cubic yard	100	\$ 35.00	\$ 3,500.00	\$ 2,500.00	\$ 6,000.00
Installation 6" Diameter River Rock, cubic yard	1	\$ 218.75	\$ 218.75	\$ 150.00	\$ 368.75
Installation 6" Diameter River Rock, cubic yard	5	\$ 218.75	\$ 1,093.75	\$ 750.00	\$ 1,843.75
Installation 6" Diameter River Rock, cubic yard	25	\$ 218.75	\$ 5,468.75	\$ 1,250.00	\$ 6,718.75
Installation of 'Kaleidoscope' Abelia Shrub, 3 gallon	10	\$ 33.00	\$ 330.00	\$ 40.00	\$ 370.00
Installation of 'Kaleidoscope' Abelia Shrub, 3 gallon	50	\$ 31.35	\$ 1,567.50	\$ 208.33	\$ 1,775.83
Installation of 'Kaleidoscope' Abelia Shrub, 3 gallon	150	\$ 29.70	\$ 4,455.00	\$ 625.00	\$ 5,080.00
Installation of Phlox subulta 'Emerald Pink', 1 gal	5	\$ 11.00	\$ 55.00	\$ 15.00	\$ 70.00
Installation of Phlox subulta 'Emerald Pink', 1 gal	25	\$ 10.45	\$ 261.25	\$ 62.50	\$ 323.75
Installation of Phlox subulta 'Emerald Pink', 1 gal	75	\$ 9.90	\$ 742.50	\$ 187.50	\$ 930.00
Permanent Removal of Sod with Herbicide, square feet	100	\$ 0.02	\$ 2.00	\$ 25.00	\$ 27.00
Permanent Removal of Sod with Herbicide, square feet	500	\$ 0.02	\$ 70.00	\$ 50.00	\$ 120.00
Permanent Removal of Sod with Herbicide, square feet	2500	\$ 0.02	\$ 50.00	\$ 150.00	\$ 200.00
Single Watering Visit for Sod, 1,500 SF	1	\$ -	\$ -	\$ -	\$ 85.00
Install 100 SF of 4" thick concrete sidewalk (3000 psi)	1	\$ 455.00	\$ 455.00	\$ 325.00	\$ 780.00
			\$ 33,099.50	\$ 11,129.58	\$ 44,314.08



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

November 8, 2024

Russell Landscape
4300 Woodward Way
Sugar Hill, GA 30518

Dear Dexter:

This letter serves as an official notice that the above referenced contract (#22-104) with your company is set to renew on February 1, 2025 (year 3 of 5). There were no adjustments to the base fees during the first 2-years of the contract.

The city is in receipt of your firm's request to increase the contract price by the allowable 2.4% as noted in contract section 7. Term.

Original Contract (with Change Orders): \$688,124.00

Years 1-2 Price Adj. 0%

Year 3 Price Adj. 2.4%

Proposed Contract (Year 3): \$704,638.98 (2/1/25 - 1/31/26)

All other specifications, terms, and conditions will remain as set forth in the contract.

Acknowledged and Signed by:

A blue ink signature of Will Eberly.

Will Eberly
Urban Forestry Program Manager
City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009

A blue ink signature of Todd P. Beasley.

Authorized Representative
Russell Landscape
4300 Woodward Way
Sugar Hill, GA 30518

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

From: [Eberly, Will](#)
To: [Westbrook, Debora](#)
Subject: Fwd: COA 2025 maintenance addendum
Date: Thursday, November 7, 2024 3:51:37 PM

How's this??

Thank you,
Will Eberly
Urban Forestry Program Manager

Begin forwarded message:

From: Dexter Wilson <dexterw@russelllandscape.com>
Date: November 7, 2024 at 3:44:31 PM EST
To: "Eberly, Will" <weberly@alpharetta.ga.us>
Subject: RE: COA 2025 maintenance addendum

Will,

Russell Landscape is requesting a price increase of 2.4% based off the CPI.

Effective date would be 2/1/25 your current monthly pricing of \$57,343.66 would increase to \$58,719.99

Thank you,

Dexter Wilson
Russell Landscape Group
(C) 678.708.2194
www.RussellLandscape.com
[Atlanta/Savannah/Tampa/Destin](#)
[Charleston/Nashville/Ft. Walton](#)

From: Dexter Wilson
Sent: Thursday, November 7, 2024 3:08 PM
To: Eberly, Will <weberly@alpharetta.ga.us>
Subject: RE: COA 2025 maintenance addendum

Will,

Please see attached.

Thank you,

Dexter Wilson
Russell Landscape Group
(C) 678.708.2194
www.RussellLandscape.com
Atlanta/Savannah/Tampa/Destin
Charleston/Nashville/Ft. Walton

From: Dexter Wilson
Sent: Tuesday, November 5, 2024 3:04 PM
To: Eberly, Will <weberly@alpharetta.ga.us>
Subject: COA 2025 maintenance addendum

Will,

Please find the attached addendum for 2025 that reflects a 2% increase. Let me know if this format works or if you need anything else.

Thank you,

Dexter Wilson
Russell Landscape Group
(C) 678.708.2194
www.RussellLandscape.com
Atlanta/Savannah/Tampa/Destin
Charleston/Nashville/Ft. Walton

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Consumer Price Index Historical Tables for U.S. City Average

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)

(not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301			
Percent change from 12 months ago												
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4			



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Thursday, October 10, 2024**

USDL-24-2101

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 Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – SEPTEMBER 2024

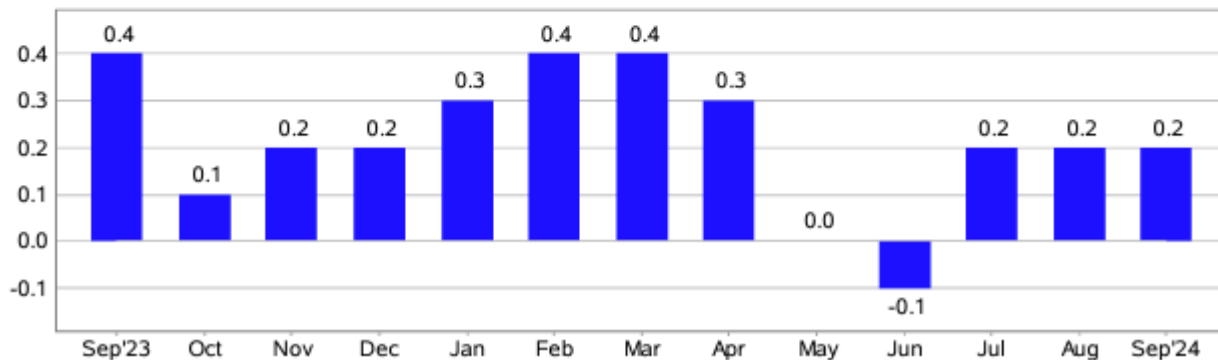
The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent on a seasonally adjusted basis, the same increase as in August and July, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.4 percent before seasonal adjustment.

The index for shelter rose 0.2 percent in September, and the index for food increased 0.4 percent. Together, these two indexes contributed over 75 percent of the monthly all items increase. The food at home index increased 0.4 percent in September and the food away from home index rose 0.3 percent over the month. The energy index fell 1.9 percent over the month, after declining 0.8 percent the preceding month.

The index for all items less food and energy rose 0.3 percent in September, as it did the preceding month. Indexes which increased in September include shelter, motor vehicle insurance, medical care, apparel, and airline fares. The indexes for recreation and communication were among those that decreased over the month.

The all items index rose 2.4 percent for the 12 months ending September, the smallest 12-month increase since February 2021. The all items less food and energy index rose 3.3 percent over the last 12 months. The energy index decreased 6.8 percent for the 12 months ending September. The food index increased 2.3 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Sep. 2023 - Sep. 2024
 Percent change



Contract: Landscape Maintenance of SR 400 Interchanges and Encore Parkway Bridge
 Contract No.: 22-111

CITY OF ALPHARETTA
 STANDARD CONTRACT FOR SERVICES

This Contract for Services (the "Contract") is made and entered into by and between **Georgia Green Grounds Care LLC d/b/a Georgia Green Landscaping**, a domestic limited liability company with its principal office located at 3605 Sandy Plains Road, Suite 240-102, Marietta, GA 30066 (the "Contractor") and the **City of Alpharetta, Georgia**, a body politic and municipal corporation of the State of Georgia (the "City", and with the Contract as the "Parties" and each a "Party"). Even if fully executed on a date thereafter, this contract will be deemed effective as of April 1, 2022.

1. Contract Documents. This Parties' agreement as to the "Scope of Services," defined in Section 3 of this Contract below, is inclusive of this Contract, the City's Request for Proposals 22-111 dated January 13, 2022 including any addenda thereto (the "RFP"), and the Contractor's Proposals dated February 10, 2022 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents").
2. The foregoing notwithstanding, in the event of a conflict between this Contract and any of the other Contract Documents, the provisions and requirements set forth in this Contract will control. However, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City determines that any of the terms set forth in the Proposal are more desirable (at the City's sole option), the City may elect that those more desirable terms will control.
3. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Scope of Services") and incorporated herein by reference. The **Landscape Maintenance of SR 400 Interchanges and Encore Parkway Bridge** includes, generally the following: Landscape Maintenance of four SR 400 interchanges (Windward Parkway, Old Milton Parkway, Haynes Bridge Road, and Mansell Road) and Encore Parkway Bridge Overpass, including mowing, fertilization, overseeding, shrub and tree pruning, perennial and groundcover maintenance, mulching, herbicide application, pest management including fire ant control, roadside brush and weed control, litter and debris pickup, and all other components of maintenance. Contractor will furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Scope of Services. All Scope of Services are within the City of Alpharetta, Georgia.
4. Contract Prices. The City agrees to pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A"** for Contractor's performance of Scope of Services (the "Contract Price").
5. Payment.
 - (a) The Parties acknowledge and agree that the Contract Price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented, or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
 Department of Public Works
 1790 Hembree Road
 Alpharetta, GA 30009
 Attn: Will Eberly

Invoices may be submitted to and paid by the City not more often than once a month as agreed to by the City prior to the commencement of the Scope of Services. Upon

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completion of the Scope of Services or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Scope of Services, the City will make payment. Upon receipt of Contractor's final invoice and following inspection the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the Parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Scope of Services that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

- (b) Notwithstanding any other provision of this contract including final payment, Contractor's Scope of Services and final completion and acceptance of the project shall not occur until Contractor has fulfilled all obligations for all warranties and watering. Contractor and Contractor's surety shall remain liable for any and all warranty and watering obligations until satisfactory performance and completion and acceptance of those tasks. Final completion of the contract and acceptance of the work by the City shall not be deemed to occur unless and until all such obligations for warranties and watering are performed in accord with the Contract.

6. Commencement of Scope of Services; Time for Performance.

- (a) Commencement of Scope of Services. The Contractor must not proceed to perform the Scope of Services until on or after April 1, 2022.
- (b) Time is of the Essence. All limitations of time in this Contract are of the essence.

7. Term.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than five (5) years starting April 1, 2022 and ending at 11:59 p.m. (Eastern Time) on March 31, 2027 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from April 1, 2022 through 11:59 p.m. (Eastern Time) on March 31, 2023, and will automatically renew for additional one (1) year terms, each beginning on April 1 following the existing term year and ending at 11:59 (Eastern Time) on March 31 of the following year, unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any

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such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Except as otherwise provided herein, the Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Contractor shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any renewal term commencing after the March 31, 2024, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average - All Items; most recent month) from the prices of the prior term. Contractor must provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.

8. Termination. This Contract may be terminated prior to the term ending by either Party in the event of substantial failure or default of the other Party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting Party must give notice to the defaulting Party of the failure or default. Such Party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting Party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 17 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services actually performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.
9. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by

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other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

10. Licenses, Registrations, Certifications and Permits. Contractor will be responsible for obtaining and keeping in a valid status all licenses, registrations, certifications and permits necessary to perform the Scope of Services as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.

11. Insurance.

- (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
 - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy must be endorsed to provide "all risks" coverage. The policy must contain a severability of interests' (or equivalent) provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Services. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
 - iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials,

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officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, or demands by or against, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Scope of Services, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

12. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third-party, or create any third-party beneficiaries.

13. Subcontractors and Contractor Personnel.

(a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to

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perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a Party to this Contract.
- (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Scope of Services (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Scope of Services, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

14. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Scope of Services, the discipline of its employees, and other matters incident to the performance of the Scope of Services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

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15. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
16. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:
 - (a) If to the Contractor, at the following address:
 Georgia Green Landscaping
 3605 Sandy Plains Road
 Suite 240-102
 Marietta, GA 30066
 Attention: Mark Gregory, Owner
 - (b) If to the City, at the following address:
 City of Alpharetta
 Department of Public Works
 1790 Hembree Road
 Alpharetta, GA 30009
 Attention: Pete Sewczwicz
 - (c) With a copy to:
 Michael D. Stacy
 Alpharetta City Attorney
 Bovis, Kyle, Burch & Medlin, LLC
 200 Ashford Center North, Suite 500
 Atlanta, Georgia 30338-2668

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery. No other form of notice shall be deemed effective.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.
18. Compliance with Illegal Immigration Reform and Enforcement Act:
E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal

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work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

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

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

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

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

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

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

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

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from

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any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such Party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

19. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Scope of Services, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Scope of Services, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia or in the United States District Court, Northern District of Georgia, Atlanta Division.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the Parties with respect to the matters contained herein and constitutes the sole and entire agreement between the Parties.

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- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the Parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the Party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the sole option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (l) Presumptions and Interpretations. The Parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agents prepared same, it being agreed that all Parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-Contractor or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

Contract: Landscape Maintenance of SR 400 Interchanges and Encore Parkway Bridge
Contract No.: 22-111

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

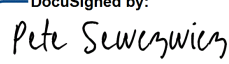
Executed 3/16/2022

CITY OF ALPHARETTA, GEORGIA

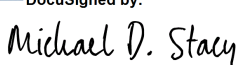
DocuSigned by:

By: 2DC5226B6FD44FB...
Jim Gilvin, Mayor
3/16/2022
Date: _____

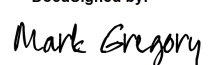
Approved as to Content:

DocuSigned by:

BB2F6271FD59471...
Pete Sewczwicz,
Director of Public Works

Approved as to form and legal sufficiency:

DocuSigned by:

8CB007239B6F45D...
Michael D. Stacy, City Attorney

GEORGIA GREEN LANDSCAPING

DocuSigned by:

By: CCD09FD6C7DC45B...
Mark Gregory, Owner
3/13/2022
Date: _____

Contract: Landscape Maintenance of SR 400 Interchanges and Encore Parkway Bridge
Contract No.: 22-111

Exhibit "A"

PRICING SHEET				
SR 400 Interchanges and Encore Parkway Bridge				
RFP #22-111				
NOTE: All items must meet requirements per RFP.				
Pricing required for all items for Proposal to be considered.				
Vendor Name Georgia Green				
Item #1	Item Description		Bale/CY Count	Price
1	SR 400 at Windward Parkway Interchange			
1.1	Annual Maintenance Cost			\$ 42,120.00
1.2	Annual Pine Straw Mulch Installation (2x/year)	Annual Bale Count (enter #)	#2400	\$ 15,600.00
	SR 400 at Windward Parkway Interchange	TOTAL FOR ITEM #1		\$ 57,720.00
Item #2	Item Description			Price
2	SR 400 at Old Milton Parkway Interchange			
2.1	Annual Maintenance Cost			\$ 28,080.00
2.2	Annual Pine Straw Mulch Installation (2x/year)	Annual Bale Count (enter #)	#1950	\$ 12,675.00
	SR 400 at Old Milton Parkway Interchange	TOTAL FOR ITEM #2		\$ 40,755.00
Item #3	Item Description			Price
3	SR 400 at Haynes Bridge Road Interchange			
3.1	Annual Maintenance Cost			\$ 43,120.00
3.2	Annual Pine Straw Mulch Installation (2x/year)	Annual Bale Count (enter #)	#1450	\$ 9,425.00
	SR 400 at Haynes Bridge Road Interchange	TOTAL FOR ITEM #3		\$ 52,545.00
Item #4	Item Description			Price
4	Encore Parkway Bridge Overpass			
4.1	Annual Maintenance Cost			\$ 7,020.00
4.2	Annual Brown Hardwood Mulch Installation (1x/year)	Annual CY Count (enter #)	#20	\$ 1,300.00
	Encore Parkway Bridge Overpass	TOTAL FOR ITEM #4		\$ 8,320.00
Item #5	Item Description			Price
5	SR 400 at Mansell Rd Interchange			
5.1	Annual Maintenance Cost			\$ 17,550.00
5.2	Annual Pine Straw Mulch Installation (2x/year)	Annual Bale Count (enter #)	#600	\$ 3,900.00
	SR 400 at Mansell Rd Interchange	TOTAL FOR ITEM #5		\$ 21,450.00
TOTAL FOR ALL ITEMS #1 - #5 ABOVE			\$	180,790.00



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

January 19, 2024

Georgia Green Grounds Care LLC d/b/a Georgia Green Landscaping
3605 Sandy Plains Road, Suite 240-102
Marietta, GA 30066
Attn: Mark Gregory

Dear Mr. Gregory:

This letter serves as an official notice that the above referenced contract (#22-111) with your company is set to renew on April 1, 2024 (year 3 of 5). There were no adjustments to the base fees during the first 2-years of the contract.

The city is in receipt of your firm's request to increase the contract price by the allowable three percent (3%) as noted in contract section 7. Term.

Original Contract (2022): \$180,790.00

Years 1-2 Price Adj. 0%

Year 3 Price Adj. 3.0%

Proposed Contract (Year 3): \$186,213.70 (4/1/24-3/31/2025)

All other specifications, terms, and conditions will remain as set forth in the contract.

Respectfully,

A handwritten signature in black ink, appearing to read "W.Eberly".

Will Eberly
Urban Forestry Program Manager
City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009

A handwritten signature in black ink, appearing to read "Mark Gregory".

Mark Gregory
Georgia Green Landscaping

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM



STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: September 14, 2026

AGENDA ITEM:

Microsoft Enterprise Agreement Addition for Cloud Services with Dell Marketing LP

Consideration of approval of the procurement of the addition of Cloud Services to the current three-year Enterprise Agreement with Microsoft from Dell Marketing LP for the amount of \$342,160.00 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the agreement and purchase order of the addition of Cloud Services to the current three-year Enterprise Agreement with Microsoft from Dell Marketing LP for the amount of \$342,160.00 using state contract number 9999-SPD-SPD0000060-0006, 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: \$1,026,486.00 - THREE-YEAR AGREEMENTS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Svcs/523900	\$342,162.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Svcs/523900	\$342,162.00

ITEM DESCRIPTION:

These agreements allow the City to operate server, storage, web hosting, networking, and security in the Microsoft Azure Government Community Cloud (GCC) and the GCC High clouds.

Background

Starting in 2019, the Information Technology Department engaged in a discussion with Microsoft about utilizing the Azure GCC cloud environment for public cloud infrastructure. As a new customer, Microsoft strongly recommended the City procure through a licensed Microsoft Cloud Server Provider (CSP), who could set up the environment, help monitor, and assist with any issues. In fiscal year 2020, the Council approved a contract with SHI International through state contract to have Airnet as our CSP. This relationship proved worth the investment.

As the department matured in its ability to manage the cloud environments, the need to work through the CSP reduced. Since the beginning of the contract, we have struggled to be able to verify costs when billed through CSP and SHI. As we need to add new features, we must go through the CSP, which can be a slower process. As a result, we are proposing to migrate the environment from the CSP to buying direct from Microsoft, through our current Enterprise Agreement.

New Agreement

Over the past several months, we have again engaged Microsoft for direction on migrating from our CSP to

managing our clouds directly and have a plan to conduct the work needed to accomplish this move. This new agreement and migration will allow us to be much more agile to the changing needs of the City departments, as their needs adjust, or technology evolves.

We currently operate most of the infrastructure in the GCC environment. A smaller portion of the infrastructure operates in Azure GCC High. Both are compared below.

Feature	GCC (Government Community Cloud)	GCC High / DoD
Infrastructure	Azure Commercial infrastructure	Azure Government ("sovereign") infrastructure
Compliance Levels	FedRAMP Moderate; CJIS; IRS 1075	FedRAMP High; DoD IL4/IL5; ITAR; DFARS; NIST 800-171; CJIS
Data Residency	U.S. data centers	Physically isolated U.S. data centers
Screened Personnel	U.S.-based, screened staff	Also U.S. screened personnel with stricter access controls

The infrastructure running in GCC High costs approximately 33% more than GCC, so we evaluate more closely what runs there. Both clouds are currently operated through the CSP and will be migrated.

Fiscal Impact

The attached Dell Marketing LP quote is \$342,160.00. This is \$2,160.00 over the budgeted amount. However, the Finance Department believes the amount can be absorbed in the current budget without a need for unallocated funds. This is also an increase over fiscal years 2025 and 2026 of \$22,160.00, which is attributed to more consumption in the Azure cloud and Microsoft price increases.

On August 8, 2026, Council approved a new three-year Enterprise Agreement, that is paid annually. For fiscal year 2027, Council approved a budget amount for the Azure cloud infrastructure of \$340,000.00. In previous years this amount would have been billed monthly by SHI for the previous month's consumption. While we could do a month-to-month billing with Microsoft, there are pricing benefits to purchasing through the current Enterprise Agreement. The caveat is that we purchase credits upfront at our annual renewal.

The current quote, from Dell Marketing LP, which is whom we purchased the Enterprise Agreement with, shows two line-items. The first is the credits needed for the GCC infrastructure, \$225,680.00. This item will be added to the current Enterprise Agreement. The second is the GCC High infrastructure, \$116,480.00. Only one Azure cloud can be on an Enterprise Agreement, so paperwork is attached to this agenda item to establish an identical agreement for the GCC High environment.

This Microsoft Enterprise Agreement addition and new agreement is funded in the fiscal year 2027 budget. A single quote using Georgia statewide contract 99999-SPD-SPD0000060-0006 is provided by Dell Marketing LP.

ALTERNATIVES:

Dell Marketing LP was awarded a statewide contract through the Georgia Department of Administrative Services for providing State of Georgia master agreements with Microsoft. We can remain on the current CSP.

ATTACHMENTS:

1. US_QUOTE_3000206379094.1
2. AMD000517316_Standard_20260902_063423
3. ProgramSignForm(MSSign)(NALatAm)ExBRAMLI(ENG)(May2020)(CR) City of Alpharetta
4. Microsoft Contract FY27-FY29



Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote No.	3000206379094.1	Sales Rep	Andrea Anderson
Total	\$342,160.00	Phone	512-720-3027
Customer #	105334299	Email	Andrea.Anderson1@Dell.com
Quoted On	Sep. 02, 2026	Billing To	ADAM MONTGOMERY
Expires by	Sep. 30, 2026		GA-L CITY OF ALPHARETTA
Contract Name	Georgia Software Contract		2 PARK PLZ
Contract Code	C000000181026		ALPHARETTA, GA 30009-3680
Customer Agreement #	SPD-SPD0000060-0006		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Andrea Anderson

Shipping Group

Shipping To	Shipping Method
ADAM MONTGOMERY GA-L CITY OF ALPHARETTA TWO SOUTH MAIN ST ALPHARETTA, GA 30004 (673) 297-6053	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - 73077485			
1. VLA ENTERPRISE AZURE MONETARY COMMITMENT SHRDSVR SUBLIC ALL LANG	62	\$3,640.00	\$225,680.00
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA ENTERPRISE AZURE MONETARY COMMITMENT G SHRDSVR MONTHLY SUBLIC ALL LANG	32	\$3,640.00	\$116,480.00

Subtotal:	\$342,160.00
Shipping:	\$0.00
Non-Taxable Amount:	\$342,160.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$342,160.00
--------	--------------

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



Service Credits

Make Every IT Dollar Flexible

Learn More

Shipping Group Details

Shipping To	Shipping Method
ADAM MONTGOMERY GA-L CITY OF ALPHARETTA TWO SOUTH MAIN ST ALPHARETTA, GA 30004 (673) 297-6053	Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - 73077485			
1. VLA ENTERPRISE AZURE MONETARY COMMITMENT SHRDSVR SUBLIC ALL LANG	62	\$3,640.00	\$225,680.00
SKU: AD937826	MFG Part #: 6QK-00001	OLS Purchase Type:	
Current Duration: 35	Total Duration: 35	Maint. End Date: Aug. 31, 2029	
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA ENTERPRISE AZURE MONETARY COMMITMENT G SHRDSVR MONTHLY SUBLIC ALL LANG	32	\$3,640.00	\$116,480.00
SKU: AD937827	MFG Part #: J5U-00001	OLS Purchase Type:	
Current Duration: 35	Total Duration: 35	Maint. End Date: Aug. 31, 2029	

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Thirty (30) days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Prices and/or discounts, as applicable, are subject to change: (i) in the event of industry-wide shortages in materials or resources, increases in the cost of manufacturing, currency fluctuations, changes to government charges or tariffs, or other factors outside Supplier's control; (ii) in the event of structural or significant changes in the way Supplier develops its pricing and/or discounting strategy; (iii) if Customer requests changes to Supplier's planned delivery date; or (iv) if Customer materially breaches its commitments under this Quote. If such changes occur, pricing may be adjusted and/or purchase orders may be cancelled by Supplier until the date of shipment, even after an order has been placed. Supplier will give Customer as much notice of these changes as is reasonably practicable under the circumstances. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or Customer changes to Supplier's planned delivery date.

Entire Agreement – This Quote, including the Governing Terms, Schedules, any Offering Specific Terms incorporated by reference and each Order, comprises the complete statement of the agreement of the Parties regarding the subject matter thereof, and may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement these Terms of Sale.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Amendment to Contract Documents

Enrollment Number

73077485

AMD000517316

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Multiple Azure Billing Tenants Under a Single Enrollment Amendment ID M423

1. Definitions.

"Azure Billing Tenant" means the environment established by Microsoft on its multi-tenant servers from which a customer accesses Microsoft Azure Services.

"Lead Enrollment" means the Enrollment identified above.

"Billing Tenant Enrollment" means the enrollment associated with an Azure Billing Tenant established for a Tenant Affiliate under this Amendment.

"Tenant Administrator" means any licensed user of an Azure Billing Tenant that has its role set to "Global Administrator" in the profile settings in the Tenant User Administration page of the tenant portal.

"Tenant Affiliate" means an Affiliate, department, or any user group included in the Enrolled Affiliate's Enterprise who will access the Azure Billing Tenant that is identified in the Tenant Information Excel Form attached as an Appendix to this Amendment.

2. The parties agree to the following Billing Tenant Enrollment Terms as follows:

- a. **Tenant Affiliate Access and Enrolled Affiliate Obligations.** Each Tenant Affiliate may access each Azure Billing Tenant and its corresponding Billing Tenant Enrollment identified in the Tenant Information Excel Form attached as an Appendix to this Amendment. Enrolled Affiliate acknowledges and agrees that: (i) it is the sole Enrolled Affiliate; (ii) it is the sole Licensee with respect to each Billing Tenant Enrollment; and, (iii) it is solely responsible for ensuring that each of its Tenant Affiliate's comply with the terms and conditions set forth in the Lead Enrollment and any subsequent amendment hereof.
- b. **Tenant Administrator User Credentials.** Each Tenant Administrator must have its own, unique, login credential and shall manage each Azure Billing Tenant separately. No two Azure Billing Tenants may share one Tenant Administrator login credential or data object(s).
- c. **Azure Prepayment.** Each Tenant Affiliate can purchase an Azure Prepayment; however, the allocated funds for such commitment cannot be transferred between Azure Billing Tenants and Tenant Affiliates.
- d. **Purchasing**

- (i) Purchase eligibility. Billing Tenant Enrollments may only be used to purchase Microsoft Azure Services and Microsoft Azure Services Plans.
 - (ii) Pricing. The price for Microsoft Azure Services and Microsoft Azure Services Plans purchased under a Billing Tenant Enrollment will be based on the pricelist current as of the Billing Tenant Enrollment Effective Date. Any price adjustment to a Billing Tenant Enrollment will be applicable only to that Billing Tenant Enrollment.
 - (iii) Initial Order. Each Billing Tenant Enrollment must include an initial order.
 - (iv) Billing Tenant Enrollment Effective Date. The effective date of a Billing Tenant Enrollment will be the processing date of the initial order.
- e. **Orders**. Enrolled Affiliate must submit separate orders, on behalf of each Billing Tenant Enrollment. Orders shall be governed by the terms set forth in the Lead Enrollment, except as specified in this Amendment. Orders are not transferrable between Billing Tenant Enrollments. Billing Tenant Enrollment acceptance and order reminders will be sent to the contact(s) identified on the Lead Enrollment only.
 - f. **Notices Contact and Online Services Manager**. Each Billing Tenant Enrollment, shall have its own Notices Contact and Online Services Manager as listed in the Tenant Information Excel Form attached as an Appendix to this Amendment. The Notices Contact and Online Services Manager is authorized to manage the Microsoft Azure Services obtained under the related Billing Tenant Enrollment.
 - g. The expiration date, anniversary dates, payment dates and applicable taxes for each Billing Tenant Enrollment shall be the same as in the Lead Enrollment.
 - h. **Warning**: If the Online service Manager Contact is third party (not Enrolled Affiliate) please be aware that this contact receives personally identifiable information of the Customer and it Affiliates.

This Amendment must be attached to a signature form and accompanies by the Tenant Information Excel Form to be valid. The Number of Tenant (s) listed in the Tenant Information Excel form file is:1

Appendix Tenant Information Excel Form is attached

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M423)EnrMultiTenant(MultipleAzureBillingTenantsUnderASingleEnrollment)(WW)(ENG)(Oct2025)(IU).docx"		M423	Lime
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Program Signature Form

MBA/MBSA number

AMD000517316

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Amendment	M423 (73077485)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Alpharetta Signature* _____ Printed First and Last Name* Jim Gilvin Printed Title Mayor Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



City Council Meeting & Public Hearing

AUGUST 17, 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 Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

- Council Members

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

- Staff

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Brad Dekinger, Chief of Fire

- Charlie Jewell, Director of Economic Development
- Deanna McKay, Public Communication & Engagement Coordinator
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Trent Lindgren, Chief of Police
- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 08/03/2026)

Approval of the City Council meeting minutes from the meeting of August 3, 2026.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Reeves offered a motion to approve the consent agenda.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

5. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Molly Esswein, announced the public hearing procedures.

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

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 Lots 2, 3, 44, 45 & 49, 1st District, 1st Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, EAH Acquisitions, LLC, is requesting a master plan amendment, comprehensive land use plan amendment, and rezoning to allow for the construction of 195 'For-Sale' townhomes on approximately 29.24 acres. Empire Communities proposes to develop the western half of the property and Toll Brothers would develop the eastern half of the property. A master plan amendment is requested to the Camden Pond Master Plan to change the use of the property from office to residential. 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' and 'For-Sale', Residential). The property is located at 3842 Old Milton Parkway just north of the intersection at Old Milton Parkway and Cotton Creek Entry.
- This item was considered at the July 30, 2026 Planning Commission meeting. There were several public comments in support, including Andy's Custard, Portman Holdings, Stoneridge HOA and Camden Pond HOA. Reasons for support included tree saves, tree buffer/setback adjacent to Camden Pond, quality product types, and less traffic impacts. There were several comments in opposition with concerns over traffic, pedestrian safety, unsafe conditions on Old Milton Parkway, and larger buffer between developments. After discussion, the Commission recommended approval subject to the staff recommended conditions and accepting a change from the applicant (vote 7-0).
- Staff recommends that Mayor and Council approve MP-26-05/CLUP-26-03/Z-26-03 Empire Old Milton/Camden Pond MP, subject to the following conditions:
 1. The approximately 29.24-acre property shall be zoned R-10M and the site shall be developed substantially similar to the site plan prepared by PEC, revised 7/21/26, 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. Architecture and materials shall be substantially similar to the submitted renderings included in the Amended Application, dated 7/24/26, with final approval by Staff. Buildings shall have a minimum of 3-sided architecture, details, and materials. Decorative chimneys shall be provided on the side façade of the endcap units specifically identified on the Chimney Exhibit, dated 7/24/26 and also currently identified as units 6, 11, 12, 16, 17, 22, 23, 27, 105, 106, 136, 140, 141, 146, 147, 153, 154, 174, 179, 185, and 191 on the site plan prepared by PEC, revised 7/21/26.
3. Up to 195 'Dwelling, 'For-Sale', Attached' units shall be permitted.
4. Local streets and alleys shall be substantially similar to the site plan prepared by PEC, revised 7/21/26. Local streets shall include minimum 6' planter, minimum 5' sidewalks, and decorative pedestrian lighting. New streets and alleys within the approximately 29.24 acres shall be private and maintained by the HOA.
5. Sidewalks within the site shall connect to the public sidewalk along Old Milton Parkway, Cotton Creek Entry, Cotton Mill Place, Whitestone Place, Waters Ferry Drive, and Waters Ferry Way.
6. Minimum 20' landscape strip shall be required along Old Milton Parkway. Landscape strip shall include landscaping materials consisting of a mix of evergreen and deciduous trees and shrubs, as approved by Staff. Minimum 10' landscape strip shall be required along local streets.
7. Tree save and tree planting plan shall be substantially similar to the Concept Tree Plans prepared by Kimley Horn, dated 4/22/26, as approved by Staff.
8. Open space shall be substantially similar to the open space depicted on the site plan prepared by PEC, revised 7/21/26.
9. Retaining walls shall receive architectural façade treatment and/or be heavily landscaped where visible from a public right-of-way, as approved by Staff. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaped areas between terraces.

10. Development shall not be gated, except that the southernmost site driveway on Cotton Mill Place shall be gated for emergency access only. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
11. Developer shall install a minimum 5' sidewalk along the Old Milton Parkway frontage, with final approval by GDOT and Staff. Developer shall install off-site sidewalk improvements including a minimum 5' sidewalk along Old Milton Parkway connecting to the existing sidewalk in front of Olde Milton Commons office condominiums and connecting to Camden Way, as approved by GDOT and Staff. Off-site sidewalk improvements not located along the subject property's frontage shall be eligible for impact fee credits.
12. Developer shall install an off-site sidewalk improvement including a minimum 5' sidewalk along the west side of Cotton Creek Entry adjacent to the Andy's Frozen Custard site between Old Milton Parkway and Waters Ferry Way, as approved by Staff. Off-site sidewalk improvements shall be eligible for impact fee credits.
13. Developer shall improve an enhanced pedestrian crosswalk at the intersection of Old Milton Parkway and Cotton Creek Entry, with final design and materials approved by Staff and GDOT. Improvement shall be eligible for impact fee credits as approved by City Council in a developer's agreement.
14. Developer shall dedicate a public access easement and construct a minimum 12' public trail connection as depicted on the site plan prepared by PEC, revised 7/21/26. Given the existing floodplain, trail alignment, design, and materials shall require final approval by Staff. Trail shall be laid out and constructed with the least impact to existing trees. Low impact construction techniques shall be used to minimize impacts to the CRZ of the trees to be conserved, as approved by the City Arborist. Trail connection shall include the improvement of a replacement pedestrian bridge over Big Creek and trail amenities including wayfinding signage and seating. Trail construction shall be completed by the 25th CO, assuming there are no federal permits required. If a federal permit is required, Developer and Staff will work together to extend the trail connection completion deadline without stopping the Developer from seeking COs. HOA shall be responsible for the maintenance of the trail on the subject property. Off-site public trail and bridge connection shall be

eligible for impact fee credits, as established in a development agreement approved by City Council.

15. Prior to LDP issuance, developer shall seek approval of a road abandonment for the realigned portions of Waters Ferry Way/Waters Ferry Drive, Cotton Mill Place/Cotton Mill Path, and the removal of the cul-de-sac at the end of Cotton Creek Entry. If road abandonment is not approved and developer does not acquire abandoned right-of-way, developer shall revise the site plan to reflect compliance with the minimum 35' building setback required along the above-referenced public rights-of-way.
16. Developer shall install a stop sign and pedestrian crossing along the Waters Ferry Way approach to the intersection of Waters Ferry Drive and internal Site Driveway 1, as well as at the intersection of Cotton Creek Entry and Cotton Mill Place, as approved by Staff. Waters Ferry Way and Cotton Creek Entry shall remain free flow with applicable signage, striping, and traffic control devices installed, as approved by Staff.
17. Developer shall improve the eastbound left turn lane storage length along Old Milton Parkway at the Cotton Creek Entry/Brookside Parkway intersection to minimum lengths needed to safely accommodate vehicular movements entering the site from the public right-of-way, as approved by GDOT and City Staff.
18. Developer shall install "Do not block the box" striping/signage at the Cotton Creek Entry and Waters Ferry Way intersection, as approved by Staff.
19. Developer shall explore a 3-way stop at Cotton Creek Entry and Cotton Mill Place, subject to warrant analysis and final approval by Staff at LDP.
20. Developer shall install sculptures at the corners of Cotton Mill Path and Old Milton Parkway and Waters Ferry Drive and Old Milton Parkway. Sculptures shall complement each other and shall be minimum 15' tall with final approval by the Cultural Arts Commission. Developer shall coordinate sculpture designs with Brookside South/Portman to reflect a cohesive theme.

21. As agreed to by the developer, a 60' building setback shall be required along the east and north property lines in Pod B south of Whitestone Place, as depicted on the site plan prepared by PEC, revised 7/21/26.
22. As agreed to by the developer, a 25' undisturbed tree save strip, replanted with screening landscaping where sparse, shall be provided along the east and north property lines in Pod B south of Whitestone Place, as depicted on the site plan prepared by PEC, revised 7/21/26. Developer shall provide sight lines to determine appropriate placement of screening landscaping adjacent to the existing residential communities to the east, with final approval by Staff.
23. As agreed to by the developer, the HOA declaration and covenants shall include a requirement for dogs on leashes, noise limitations, and a requirement for trash receptacle screening.
24. As agreed to by the developer, lighting on the rear facade of the proposed homes abutting the eastern boundary of Pod B south of Whitestone Place shall be shielded to minimize light spillage on adjacent properties.
25. No more than 10% of the residential units shall be permitted to be rented as reflected in the HOA's declaration and covenants.
- The undeveloped property is zoned CUP subject to the Camden Pond Master Plan. Surrounding properties are zoned CUP to the north and east, O-P (Office-Professional) to the west, and MU (Mixed Use) and O-I (Office-Institutional) to the south. Camden Pond and Stoneridge subdivisions are located to the east, Big Creek & Greenway and Preston Ridge Park are located to the north, Olde Milton Commons office condominiums are located to the west, and Portman Brookside mixed-use development and Mansions at Alpharetta Assisted Living Facility are located to the south. The property has a comprehensive land use plan designation of 'Professional Business Office', which requires an amendment to allow a residential development.
 - Camden Pond Master Plan (F.K.A. Big Creek Landing) was approved in 1984 allowing a mix of high density residential, office, and commercial. Stoneridge and Camden Pond condominiums were developed on the east side of the Master Plan. C-2 (General Commercial) uses were approved on the outparcels located along Old Milton Parkway and flanking Cotton Creek Entry, which is the primary entrance to the Master Plan. The

undeveloped property representing the subject property surrounds the commercial outparcels and was approved for O-I (Office-Institutional) uses.

- The submitted site plan depicts the 29.24-acre property to be developed with 195 'For-Sale' townhomes. The western half of the property, Pod A, is depicted to be developed with 105 'For-Sale' townhome units in twenty (20), three (3) story buildings. 33 units are front loaded and 72 are rear loaded. The eastern half of the property, Pod B, is depicted to be developed with 90 'For-Sale' townhome units in seventeen (17), three (3) story buildings. 26 units are front loaded and 64 are rear loaded. Townhome units will be between twenty-foot (20') and 24' wide. The proposed development does not impact stream buffers and floodplain associated with Big Creek on the north and west sides of the property.
- Access to the site will continue from Cotton Creek Entry, Cotton Mill Place, and Waters Ferry Way. A 65' setback and twenty-foot (20') landscape strip is depicted along Old Milton Parkway and a 35' setback and ten-foot (10') landscape strip is depicted along Cotton Creek Entry, Cotton Mill Place, and Waters Ferry Way. A series of local streets and alleys will serve the townhomes with a minimum ten-foot (10') landscape strip and building setback required along local streets (not including alleys). The site plan depicts six-foot (6') planters and five-foot (5') sidewalks along local streets. There are missing gaps in the existing sidewalk system along the frontage of the property on Old Milton Parkway, of which sidewalks are not included in GDOT's future roadway project. A 60' setback and 25' undisturbed tree save strip are depicted along the east property line south of Whitestone Place.
- The site plan depicts 12.85 acres of open space, of which 4.39 acres, or fifteen percent (15%) of the site is required to be set aside as open space. Open space in Pod A includes a clubhouse with pool and mail kiosk, common space, sidewalks, trail connection, and large open space areas surrounding the west, south and east sides of the pod. The trail connection is proposed from the Cotton Creek Entry cul-de-sac to the north property line. The size and trail material are not identified. The proposed trail would provide a connection to the Big Creek Greenway and Preston Ridge Park. The trail runs along an existing shared detention pond and stream buffers associated with Bog Creek. Pod B includes a plaza and a 60' strip of open space depicted along the eastern property line adjacent to Stoneridge and Camden Pond.

- Unified Development Code (UDC) parking regulations require one (1) parking space for each bedroom in a townhome unit, as well as a Code-compliant driveway. Assuming that all units are three (3) bedrooms, a total of 585 parking spaces would be required. All townhome units have two (2) side-by-side parking spaces in a garage and two (2) spaces on a Code-compliant driveway, for a total of 780 parking spaces. An additional 56 guest spaces are depicted throughout the development.
- The applicant submitted a tree survey, assessment, and tree save plan. A 25' trees save strip is depicted along the east and north property lines in Pod B south of Whitestone Place. Additional tree save areas are depicted along the north and west sides of Pod A. Trees in the stream buffers and floodplain will also be saved. There are two (2) existing detention ponds on the property. The detention pond in the southwest corner near Old Milton Parkway serves the commercial outparcels along Old Milton Parkway and the pond straddling the northeast property line serves Stoneridge subdivision. Two (2) additional stormwater facilities are depicted at the north end of Pod A and in the northeast corner of Pod B.
- The applicant submitted renderings of the proposed townhomes to be constructed by Empire Communities and Toll Brothers. The various designs depict the primary exterior material to be brick with some designs including board and batten and siding accents. A variety of details are depicted on the elevations, including metal roof accents, balconies (inset, projecting, rooftop), decorative metal railings, recessed entries, dark window framing, bay windows and bump outs, decorative lighting, carriage style garage doors, and brick chimneys on building ends.
- The applicant submitted a trip generation report. The proposed townhome development is expected to generate 100 AM Peak Hour trips and 103 PM Peak Hour trips, which represents a 113% decrease in AM Peak Hour trips and 105% decrease in PM Peak Hour trips when compared to the office development approved on the property.
- The submitted traffic impact study analyzed three (3) existing intersections in the Cotton Creek area and identified recommendations for three (3) additional proposed site driveways within the proposed development. The study concludes that no changes or improvements are recommended to the three (3) study intersections due to the impact of site traffic. The results of the submitted traffic operations analysis for future conditions

indicate the signalized study intersection at Old Milton Parkway and Cotton Creek Entry/Brookside Parkway will continue operating at an overall level of service (LOS) "D" or better in the AM and PM peak hours. The study also concludes the stop-controlled right-out only approaches at the two (2) unsignalized study intersections will continue operating at LOS "E" or better with peak hour traffic.

- Residential development is known to increase school enrollment. Fulton County Schools calculated the potential number of children who may live on the property by using their standard calculation to distinguish the number of children that a residential development will generate. Based on the total figure for all school levels, it can be assumed that the proposed development could house approximately 11 – 101 school age children. New Prospect Elementary School and Alpharetta High School have available enrollment capacity; however, Webb Bridge Middle School is currently over capacity.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The applicant also held several meetings with the adjacent Stoneridge and Camden Pond HOAs and residents. The report states that questions and comments were received regarding price points, unit size and type, abandon Cotton Creek Entry cul-de-sac, erosion control, tree removal, traffic, use of amenities, impact to property values, trail connection, stormwater, landscaping and buffering, development timing, and construction hours.
- Staff have received correspondence from Stoneridge and Camden Pond HOAs and residents with concerns over traffic, 3-way stop at Cotton Creek and Cotton Mill Place, public parking at cul-de-sac for greenway access, construction timing and hours, buffer and setback, distance between units and Camden Pond, trash collection, fencing adjacent to Camden Pond, environmental impacts, water quality impacts, stormwater runoff, impact to wetlands and Big Creek, abandon cul-de-sac in favor of more greenspace, noise, GDOT project, nighttime lighting, density, aesthetics, obstruct natural views, minimum 25' undisturbed buffer replanted where sparse adjacent to Camden Pond, and setback variance should not be granted.
- The Community Zoning Information Meeting was held on January 14, 2026. There were several public comments with comments and concerns related to traffic, greenway

connection, status of existing cul-de-sac, tree buffer to adjacent neighborhoods, environmental impacts, infrastructure impacts, noise, impact on property values, and price points.

- Staff has reviewed the applicant's proposal against the established review criteria for a master plan amendment, comprehensive land use plan amendment, and rezoning. The proposal is suitable given the development of adjacent and nearby properties, which include Stoneridge and Camden Pond subdivisions, Preston Ridge Park, and the Big Creek Greenway. The Comprehensive Plan identifies Old Milton Parkway east of Georgia 400 as a priority area in need of redevelopment and promotes retrofitting and mixed-use patterns to create activity nodes near or within existing suburban office parks. Also, the City's jobs to housing ratio suggests a need for additional housing. The proposed residential development would generate significantly less traffic than an office park and is supported by over twelve (12) acres of open space, as well as being located adjacent to the Big Creek Greenway and Preston Ridge Park. The development proposal would bring residences closer to goods, services, and jobs, effectively minimizing impacts on public facilities and services.
- The following individuals came forward to present on behalf of the application.
 - Jessica Hill, attorney with Troutman, Pepper, Locke, 600 Peachtree Street, Atlanta, GA 30308
 - Kenneth Wood, 350 Research Court, Peachtree Corners, GA 30092
 - Adbul Amer, with A&R Engineering 2160 Kingston Court, Marietta, GA 30067

PUBLIC COMMENTS:

In Favor

- Beverly Whisenant, 1105 Whitestone Parkway, Alpharetta, GA 30005
- Darlene Cutlip, 3025 Camden Way, Alpharetta, GA 30005
- Mike Greene, 303 Peachtree Center Avenue, Atlanta, GA 30303

In Opposition

- Ash Battistelli, 3996 Camden Way, Alpharetta, GA 30005

❖ Mayor Pro Tem Merkel offered a motion to approve MP-26-05/CLUP-26-03/Z-26-03 Empire Old Milton Pkwy/Camden Pond, subject to the following conditions:

1. The approximately 29.24-acre property shall be zoned R-10M and the site shall be developed substantially similar to the site plan prepared by PEC, revised 7/21/26, 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. Architecture and materials shall be substantially similar to the submitted renderings included in the Amended Application, dated 7/24/26, with final approval by Staff. Buildings shall have a minimum of 3-sided architecture, details, and materials. Decorative chimneys shall be provided on the side façade of the endcap units specifically identified on the Chimney Exhibit, dated 7/24/26 and also currently identified as units 6, 11, 12, 16, 17, 22, 23, 27, 105, 106, 136, 140, 141, 146, 147, 153, 154, 174, 179, 185, and 191 on the site plan prepared by PEC, revised 7/21/26.
3. Up to 195 'Dwelling, 'For-Sale', Attached' units shall be permitted.
4. Local streets and alleys shall be substantially similar to the site plan prepared by PEC, revised 7/21/26. Local streets shall include minimum 6' planter, minimum 5' sidewalks, and decorative pedestrian lighting. New streets and alleys within the approximately 29.24 acres shall be private and maintained by the HOA.
5. Sidewalks within the site shall connect to the public sidewalk along Old Milton Parkway, Cotton Creek Entry, Cotton Mill Place, Whitestone Place, Waters Ferry Drive, and Waters Ferry Way.
6. Minimum 20' landscape strip shall be required along Old Milton Parkway. Landscape strip shall include landscaping materials consisting of a mix of evergreen and deciduous trees and shrubs, as approved by Staff. Minimum 10' landscape strip shall be required along local streets.
7. Tree save and tree planting plan shall be substantially similar to the Concept Tree Plans prepared by Kimley Horn, dated 4/22/26, as approved by Staff.

8. Open space shall be substantially similar to the open space depicted on the site plan prepared by PEC, revised 7/21/26.
9. Retaining walls shall receive architectural façade treatment and/or be heavily landscaped where visible from a public right-of-way, as approved by Staff. Retaining walls visible from developed areas exceeding 16' in height shall be terraced with landscaped areas between terraces.
10. Development shall not be gated, except that the southernmost site driveway on Cotton Mill Place shall be gated for emergency access only. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
11. Developer shall install a minimum 5' sidewalk along the Old Milton Parkway frontage, with final approval by GDOT and Staff. Developer shall install off-site sidewalk improvements including a minimum 5' sidewalk along Old Milton Parkway connecting to the existing sidewalk in front of Olde Milton Commons office condominiums and connecting to Camden Way, as approved by GDOT and Staff. Off-site sidewalk improvements not located along the subject property's frontage shall be eligible for impact fee credits.
12. Developer shall install an off-site sidewalk improvement including a minimum 5' sidewalk along the west side of Cotton Creek Entry adjacent to the Andy's Frozen Custard site between Old Milton Parkway and Waters Ferry Way, as approved by Staff. Off-site sidewalk improvements shall be eligible for impact fee credits.
13. Developer shall improve an enhanced pedestrian crosswalk at the intersection of Old Milton Parkway and Cotton Creek Entry, with final design and materials approved by Staff and GDOT. Improvement shall be eligible for impact fee credits as approved by City Council in a developer's agreement.
14. Developer shall dedicate a public access easement and construct a minimum 12' public trail connection as depicted on the site plan prepared by PEC, revised 7/21/26. Given the existing floodplain, trail alignment, design, and materials shall require final approval by Staff. Trail shall be laid out and constructed with the least impact to existing trees. Low impact construction techniques shall be used to minimize impacts to the CRZ of the trees to be conserved, as approved by the City Arborist. Trail connection shall include the improvement of a replacement pedestrian

bridge over Big Creek and trail amenities including wayfinding signage and seating. Trail construction shall be completed by the 25th CO, assuming there are no federal permits required. If a federal permit is required, Developer and Staff will work together to extend the trail connection completion deadline without stopping the Developer from seeking COs. HOA shall be responsible for the maintenance of the trail on the subject property. Off-site public trail and bridge connection shall be eligible for impact fee credits, as established in a development agreement approved by City Council.

15. Prior to LDP issuance, developer shall seek approval of a road abandonment for the realigned portions of Waters Ferry Way/Waters Ferry Drive, Cotton Mill Place/Cotton Mill Path, and the removal of the cul-de-sac at the end of Cotton Creek Entry. If road abandonment is not approved and developer does not acquire abandoned right-of-way, developer shall revise the site plan to reflect compliance with the minimum 35' building setback required along the above-referenced public rights-of-way.
16. Developer shall install a stop sign and pedestrian crossing along the Waters Ferry Way approach to the intersection of Waters Ferry Drive and internal Site Driveway 1, as well as at the intersection of Cotton Creek Entry and Cotton Mill Place, as approved by Staff. Waters Ferry Way and Cotton Creek Entry shall remain free flow with applicable signage, striping, and traffic control devices installed, as approved by Staff.
17. Developer shall improve the eastbound left turn lane storage length along Old Milton Parkway at the Cotton Creek Entry/Brookside Parkway intersection to minimum lengths needed to safely accommodate vehicular movements entering the site from the public right-of-way, as approved by GDOT and City Staff.
18. Developer shall install "Do not block the box" striping/signage at the Cotton Creek Entry and Waters Ferry Way intersection, as approved by Staff.
19. Developer shall explore a 3-way stop at Cotton Creek Entry and Cotton Mill Place, subject to warrant analysis and final approval by Staff at LDP.
20. Developer shall install sculptures at the corners of Cotton Mill Path and Old Milton Parkway and Waters Ferry Drive and Old Milton Parkway. Sculptures shall

complement each other and shall be minimum 15' tall with final approval by the Cultural Arts Commission. Developer shall coordinate sculpture designs with Brookside South/Portman to reflect a cohesive theme.

21. As agreed to by the developer, a 60' building setback shall be required along the east and north property lines in Pod B south of Whitestone Place, as depicted on the site plan prepared by PEC, revised 7/21/26.

22. As agreed to by the developer, a 25' undisturbed tree save strip, replanted with screening landscaping where sparse, shall be provided along the east and north property lines in Pod B south of Whitestone Place, as depicted on the site plan prepared by PEC, revised 7/21/26. Developer shall provide sight lines to determine appropriate placement of screening landscaping adjacent to the existing residential communities to the east, with final approval by Staff.

23. As agreed to by the developer, the HOA declaration and covenants shall include a requirement for dogs on leashes, noise limitations, and a requirement for trash receptacle screening.

24. As agreed to by the developer, lighting on the rear facade of the proposed homes abutting the eastern boundary of Pod B south of Whitestone Place shall be shielded to minimize light spillage on adjacent properties.

25. No more than 10% of the residential units shall be permitted to be rented as reflected in the HOA's declaration and covenants.

- Council Member Driskell seconded the motion.
- Council Member Reeves offered a friendly amendment to Condition #14 to read as follows:

Developer shall dedicate a public access easement and construct a minimum 12' public trail connection as depicted on the site plan prepared by PEC, revised 7/21/26. Given the existing floodplain, trail alignment, design, and materials shall require final approval by Staff. Trail shall be laid out and constructed with the least impact to existing trees. Low impact construction techniques shall be used to minimize impacts to the CRZ of the trees to be conserved, as approved by the City Arborist. Trail connection shall include the improvement of a replacement pedestrian

bridge over Big Creek and trail amenities including wayfinding signage and seating. Trail construction shall be completed by the 90th CO. HOA shall be responsible for the maintenance of the trail on the subject property. Off-site public trail and bridge connection shall be eligible for impact fee credits, as established in a development agreement approved by City Council.

- Mayor Pro Tem Merkel accepts the friendly amendment.
- Council Member Driskell accepts the friendly amendment.
- The motion was approved (6-1 ; with Council Member Reeves in opposition).

C. E-26-01 Howard Capital Sign Exception

Consideration of a sign exception to allow for an additional wall sign. An exception is requested from Unified Development Code Subsection 2.6.12(C) to allow an additional wall sign. The property is located at 415 South Broad Street and is legally described as being located in Land Lot 1268, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, Patti Huxford, is requesting consideration of a sign exception to allow for an additional wall sign on an office building for Howard Capital. Unified Development Code (UDC) Subsection 2.6.12(C) allows one (1) wall sign for office buildings with two (2) stories or more. The subject property is located at 415 South Broad Street at the southeast corner of Highway 9 and South Broad Street.
- Staff recommends that Mayor and Council approve E-26-01 Howard Capital Sign Exception, subject to the following conditions:
 1. Wall sign location, number, sign copy area, and illumination shall be limited to the submitted sign plans prepared by The Huxton Group, dated 6/26/26, as approved by Staff.
 2. Maximum wall and blade sign area for the office building, not including ground floor retail storefront, shall be limited to no more than 70.25 square feet.
- The property is zoned MU (Mixed Use) subject to the City Center Master Plan. The subject property is developed with a four (4) story, 38,850 square foot office building with ground floor retail. Surrounding properties are zoned MU, except the property to

the south is zoned C-2 (General Commercial). Hen Mother Cookhouse and Citizen Soul are located to the west, Publix is located to the south, City Center parking deck is located to the east, and Chiringa and the City Town Green are located to the north. The comprehensive land use plan designation of the property is 'Central Business District'.

- For office buildings, Unified Development Code (UDC) Subsection 2.6.12(C) allows, "Buildings of two (2) stories or greater one (1) wall sign located at the top of the building. The maximum area of the wall sign shall not exceed 20 square feet per floor or story above road grade, not to exceed 240 square feet. Wall signs shall not be internally illuminated. In lieu of a wall sign, up to 50% of the wall sign area allowance may be used for a blade sign." Currently, there is a 31.25 square foot blade sign on the northwest corner of the building. The office building is four (4) stories; therefore, an 80 square foot wall sign or 40 square foot blade sign are permitted on the building. The applicant proposes a 39 square foot wall sign of the Howard Capital logo on the north elevation of the building. The sign is proposed to be halo-lit.
- The Citizen Participation Plan Report submitted by the applicant states that adjacent property owners were contacted regarding the applicant's intent. The report states that no comments have been received.
- The Community Zoning Information Meeting was held on July 8, 2026. There were no public comments.
- Staff has reviewed the applicant's request against the review criteria for a sign exception. The property has peculiar conditions related to its location in a 25-acre mixed-use development, and the application of the ordinance would create an unnecessary hardship. The combined sign area of the proposed wall sign and existing blade sign is less than the total sign area permitted on one (1) wall sign. Also, the existing blade sign is visible from the west and east, but not from the north. The proposed wall sign would facilitate building identification from the Town Green, as well as internal streets within City Center.
- The applicant, Patti Huxford, came forward to present on behalf of the application.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to approve E-26-01 Howard Capital Sign Exception, subject to the following conditions:

1. Wall sign location, number, sign copy area, and illumination shall be limited to the submitted sign plans prepared by The Huxton Group, dated 6/26/26, as approved by Staff.
 2. Maximum wall and blade sign area for the office building, not including ground floor retail storefront, shall be limited to no more than 70.25 square feet.
- Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).

D. PH-26-14 Verdant Gated Subdivision

Consideration of a request for public hearing to allow a gated subdivision with private streets for a 41-lot subdivision currently under construction. The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, DRB Group Georgia, LLC, requests consideration to allow a 41-lot single-family detached subdivision to be gated with private streets. According to the applicant, the gated subdivision is consistent with the design intent by creating a controlled residential environment with reduced through traffic, enhanced safety, and improved neighborhood character. The subject property is located at 12265 Charlotte Drive near the northeast corner of Charlotte Drive and Rucker Road.
- Staff recommends that Mayor and Council approve PH-26-14 Verdant Gated Subdivision, subject to the following conditions:
 1. Gated subdivision shall be developed substantially as depicted on the site plan prepared by Kimley Horn, dated 6/29/26, except for modifications required to comply with the conditions below. Residential lots adjacent to the entrance shall utilize the proposed alternate driveway locations, as depicted on the site plan prepared by Kimley Horn, dated 6/29/26.

2. Developer shall amend the subdivision plat to reflect that all roads and storm easements are private.
 3. Development shall be gated with private streets with gates and street improvements maintained by the HOA.
 4. Gate details and entrance landscaping shall be substantially similar to the plan prepared by Kimley Horn, dated 6/29/26, with final approval by Staff.
 5. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
- The property was rezoned to R-22 (Dwelling, 'For-Sale', Residential) in 2024 to allow a 41-lot single-family detached subdivision. Surrounding properties are zoned AG (Agriculture) and R-15 (Dwelling, 'For-Sale', Residential) to the north, R-15 to the east, AG, R-12 (Dwelling, 'For-Sale', Residential) and R-15 to the south, and R-22 to the west. Charlotte Estates and two (2) unplatted lots are located to the north, Jennifer Oaks is located to the east, The Oaks on Charlotte Drive and The Preserve on Charlotte Drive are located to the west and unplatted lots and Laurelwood Farm are located to the south. The comprehensive land use plan designation of the property is 'Very Low Density Residential'.
 - The submitted site plan depicts a 41-lot single-family detached gated subdivision served by private streets. The subdivision is estimated to generate 34 AM Peak Hour trips and 44 PM Peak Hour trips. The entrance to the Verdant subdivision consists of a one-way ingress and a separate one-way egress. The proposed gated entrance provides 85' of stacking length which is the equivalent of approximately four (4) to five (5) passenger vehicles, as measured from the call box to the property line along Charlotte Drive. The proposed stacking length exceeds the City's minimum requirement of 80'. The configuration of the subdivision entrance allows for a U-turn accommodating the turning radii of a delivery truck between the call box and gates. The applicant submitted entrance gate details which depict decorative metal gates attached to stone columns. The four (4) rail horse fencing required along Charlotte Drive is depicted abutting the columns with a pedestrian gate on each side of the gated entrance.
 - The City's Transportation Engineer reviewed the applicant's proposal and believes that the gated subdivision entrance has been designed with appropriate stacking length,

turnaround radii, and other considerations. The proposed gated entrance was designed to the specifications recommended by Staff (queueing for one (1) delivery truck and one (1) to two (2) passenger vehicles and U-turn accommodating a delivery truck turning radius).

- 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 public comments were received.
- The Community Zoning Information Meeting was held on July 8, 2026. There were no public comments.
- Staff has reviewed the applicant's proposal and finds that it can support the applicant's request to allow a gated subdivision with private streets. The proposal provides sufficient vehicle stacking and a turnaround area is provided accommodating delivery truck turning movements. If approved, the gated subdivision entrance should include decorative landscaping.
- Richard 55 Highland Avenue The applicant, DRB Group Georgia, LLC, came forward to present on behalf of the application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-26-14 Verdant Gated Subdivision, subject to the following conditions:
 1. Gated subdivision shall be developed substantially as depicted on the site plan prepared by Kimley Horn, dated 6/29/26, except for modifications required to comply with the conditions below. Residential lots adjacent to the entrance shall utilize the proposed alternate driveway locations, as depicted on the site plan prepared by Kimley Horn, dated 6/29/26.
 2. Developer shall amend the subdivision plat to reflect that all roads and storm easements are private.
 3. Development shall be gated with private streets with gates and street improvements maintained by the HOA.

4. Gate details and entrance landscaping shall be substantially similar to the plan prepared by Kimley Horn, dated 6/29/26, with final approval by Staff.
5. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

6. NEW BUSINESS

A. Request For Proposal 26-107: Alpha Loop/Link Design-Build from Encore Pkwy to Lakeview Lake and Intergovernmental Agreement with True North 400

Consideration of approval of the award of RFP 26-107 for Alpha Loop Trail Design-Build from Encore Pkwy to Morrison Lake to Reeves Young with a contract term of 18.5-month, in an amount not to exceed \$15,991,962.00, and approve the Agreement with True North 400, and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- The original Request for Proposals (RFP) required design-build teams to submit proposals for the complete design and construction of a 12-foot-wide shared-use path extending from Encore Parkway to Haynes Bridge Road. Because a pedestrian connection exists and is already available from Lakeview Lake to Haynes Bridge Road via Lakeview Development, multiple alignment alternatives were evaluated as part of this project. These include connections from Encore Parkway to Lakeview Lake and from Lakeview Lake to Haynes Bridge Road. Evaluating these segments independently will allow the City to identify the most cost-effective solution and maximize the project's value within the available budget.
- The Department of Public Works, with guidance from the Finance Department, prepared RFP 26-107 which was issued on September 25, 2025. RFP 26-107 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 3104 vendor invites and 124 document takers. RFP 26-107 responses were received on December 18, 2025 and included proposals from 3 firms, listed below, for the complete design and construction of a 12-foot-wide shared-use path extending from Encore Parkway to Haynes Bridge Road:

1. Archer Western \$24,433,000.00
 2. Reeves Young \$25,065,952.00
 3. F.H. Pachon \$36,567,085.77
- 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. The Evaluation Committee invited the top two firms to advance to Phase 2 (shortlist). Archer Western and Reeves Young were the highest scoring firms. Phase 2 included committee interviews/ presentations. The Evaluation Committee met with Reeves Young and Archer Western on Tuesday February 24, 2026 and Thursday February 26, 2026, respectively.
 - An existing pedestrian walkway currently connects Lakeview Lake to Haynes Bridge Road via the Lakeview Development. Due to budget constraints, the City requested the two highest-ranked design-build teams to provide revised proposals for only the Alpha Loop/Link segment extending from Encore Parkway to the Lakeview Lake. The revised design-build cost proposals for this reduced project scope were subsequently submitted to the City's Finance Department as follows:
 1. Reeves Young \$14,732,978.00
 2. Archer Western \$16,413,000.00
 - The evaluation committee met with Reeves Young on March 19, 2026, to further discuss the project scope, schedule, and the City's expectations. During this meeting, the City requested that the project scope be expanded slightly to include construction of a trailhead plaza at the Encore Parkway entrance and relocation of the curb line along the east side of Fanfare Way, from Encore Parkway to Tempo Lane, to accommodate on-street parking. The property on which the plaza would be constructed was recently acquired through the Georgia Department of Transportation. Traversing the trail through this parcel, the cost of the trail decreased by \$700k. The cost to design and construct the plaza is \$1,954,822. The plaza combines standards from the Alpha Loop, True North 400, and the Eco District. The Encore area has been a staple for True North 400 Projects, Encore Parkway Bridge and the Encore Greenway and Gateway projects. True North 400 and the City discussed partnering on the Encore Plaza and at the August 4,

2026, True North 400 Board Meeting, the board approved funding of \$977,411.00. An Intergovernmental Agreement (IGA) has been prepared, signed by True North 400, and is included in the attachments for Council's consideration.

- Reeves Young submitted a revised proposal incorporating the additional scope in the amount of \$15,991,962.00. This amount represents the final design-build cost for the Alpha Loop segment from Encore Parkway to the Lakeview Lake, including the trailhead plaza at Encore Parkway and the on-street parking improvements along Fanfare Way.
- The Evaluation Committee recommends award of RFP 26-107 to Reeves Young as the high-scoring proposal. Reeves Young has successfully completed multiple projects similar in scope to this project.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Reeves offered a motion to approve of the award of RFP 26-107 for Alpha Loop Trail Design-Build from Encore Pkwy to Morrison Lake to Reeves Young with a contract term of 18.5-month, in an amount not to exceed \$15,991,962.00, and approve the Agreement with True North 400, and to authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).

B. Request For Proposal 26-115: On-Call Storm Pipe Lining Services Contract Approval and FY 27 Task Order 1 Funding

Consideration and approval of the award of RFP 26-115 for On-Call Storm Pipe Lining Services to NGI Trenchless Pipe and Sewer Repair, Inc. for CIPP and Utility Asset Management (UAM) for Spincast for a one year contract with the option of four one year renewals; approval of funding to NGI for FY 2027 CIPP Task Order No. 1 in an amount not to exceed \$1,927,089.92; and authorization for the Mayor to execute all necessary documents.

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

- The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair.
- During routine inspections of the City's stormwater pipe conveyance infrastructure, pipe condition is evaluated and ranked, and work orders are entered into the Public Works Asset Management System for repairs. Currently, there are 528 total work orders in the work order system for pipe lining. This is a total of 44,440 linear feet of pipe that has been identified to be trenchless rehabilitated. Current funding requested in this agenda item will cured in place pipeline approximately 8,360 linear feet of pipe.
- Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost-effective way of making repairs while minimizing the impacts on our roads, parking lots, and residents.
- Pipe lining is done by a variety of methods. Two that the city has had the most success with are Cured-in-Place Pipe (CIPP) and Spincast. The city has just completed one 5-year contract on each of these pipe lining methods.
- 1. CIPP — This process involves the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipe and expanded to fit tightly against the existing pipe using water or air pressure. The resin system is hardened in place. This method is preferable for applications up to 42 or 48" pipes.
- 2. Spincast — This process involves spraying a cementitious mortar along the inside surface of the existing pipe. This method is often preferred for larger pipes as access is needed for the spraying.
- Current funding has been budgeted and allocated to the stormwater maintenance and repair account for pipe lining services throughout the City. The requested funding will go to NGI for CIPP lining of approximately 8,360 linear feet of stormpipe throughout the City.

- The Department of Public Works, with guidance from the Finance Department, prepared RFP 26-115, which was issued on April 30th 2026. RFP 26-115 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 390 vendor invites and 33 document takers. RFP 26-115 responses were received on May, 28th, 2026 and included proposals from 10 firms.
- The resulting scores were as follows:

CIPP	Total Score
NGI Trenchless Pipe & Repair, INC	81.540
Utility Asset Managment, Inc.	81.490
Southern Premier Contractors, Inc.	80.860
Atlantic Pipe Services, LLC	76.960
Pateco Services, LLC	45.667
Spincast	Total Score
Utility Asset Management, Inc.	85.200
Southern Premier Contractors, Inc.	74.940
Atlantic Pipe Services, LLC	73.940
Pateco Services, LLC	36.937

- Staff from Public Works created a rate sheet to obtain costs. The rate sheet is based on a linear foot cost of lining for CIPP and Spincast based on existing pipe size and depth. In order to obtain a fair cost comparison, staff created a typical task order (sample project) based on current work orders in the work order system queue. Vendors were scored on their example project pricing and overall rate sheet. UAM was the highest scoring firm for spincast with the lowest submitted sample project cost, and NGI was the highest scoring firm for CIPP with the second lowest submitted sample project cost. Although NGI was not the cheapest submitted cost for the CIPP sample project, their technical submittal and references scored much higher than the cheapest submitting firm who had the overall lowest score.

- Tasks orders will be issued annually for pipe lining based on work order queue and identified emergency situations. Public Works staff anticipates an annual budget of \$1.5 million a year for pipe lining if funding allows.
- The Evaluation Committee recommends award of RFP 26-115 On-call Pipe lining CIPP to NGI Trenchless Pipe and Repair, Inc. and 26-115 On Call Pipe Lining Spincast to Utility Asset Management. Inc.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Reeves offered a motion to approve the award of RFP 26-115 for On-Call Storm Pipe Lining Services to NGI Trenchless Pipe and Sewer Repair, Inc. for CIPP and Utility Asset Management (UAM) for Spincast for a one year contract with the option of four one year renewals; approval of funding to NGI for FY 2027 CIPP Task Order No. 1 in an amount not to exceed \$1,927,089.92, and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).

C. Request For Proposal 26-117: On-Call Pipe Cleaning Services Contract Approval and FY 27 Task Order 1 Funding

Consideration and approval of the award of RFP 26-117 for On-Call Storm Pipe Cleaning Services to NGI Trenchless Pipe and Sewer Repair, Inc.; approval of funding for FY 2027 Task Order No. 1 in an amount not to exceed \$150,000.00; and authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- The City has a continued need for a reliable and responsive stormwater pipe cleaning contractor. Stormwater pipe cleaning services are needed to supplement City resources by providing quick, proactive storm pipe flushing to prevent flooding and possible damage to property in the event of a clogged storm pipe during storm events. The stormwater pipe cleaning contractor will be utilized to flush current pipe clean work orders, and emergency pipe cleaning on an as-needed basis. Currently, there are 134 work orders in the queue with pipes that have been identified that need flushing. This

equates to approximately 9,116 linear feet of pipe in need of cleaning throughout the City. The requested \$150,000.00 will clean an estimated 4,057 LF along with annual cleaning of City-owned stormceptors. The requested funding will also provide emergency cleaning/clearing of pipes that clog during storm events to help prevent infrastructure and property damage and maintenance to City of Alpharetta maintained stormwater management facilities.

- The Department of Public Works, with guidance from the Finance Department, prepared RFP 26-117 which was issued on April, 30, 2026. RFP 26-117 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over 1245 vendor invites and 35 document takers. RFP26-117 responses were received on May, 28, 2026 and included proposals from 10 firms.
- 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:
- Costs evaluated for scoring purposes were based on hourly rates, travel time charges and dump fees. Public Works will issue task orders throughout the year based on need and annual maintenance items such as stormceptors and other proprietary stormwater devices located throughout the City. Annual maintenance of these devices is estimated at \$25,000.00-\$30,000.00 a year annually. Other requested funding for pipe cleaning will be based on work order queue, emergency work and pond maintenance. FY 27 task order 1 request will be for 4057 linear feet of pipe cleaned, annual maintenance to proprietary devices as required per the City's MS4 NPDES permit requirements, pond maintenance, and emergency work as needed. The total funding request for FY 27 task order 1 is \$150,000.00.
- The Evaluation Committee recommends award of RFP 26-117 to NGI Trenchless Pipe & Repair INC (NGI) as the high-scoring proposal. NGI received great references from the City of Sandy Springs and Johns Creek and provided the evaluation team with a list of great resources available to complete the work outlined. If awarded, the contract with NGI will be for 1 year with the option of four 1-year renewals.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Reeves offered a motion to award RFP 26-117 for On-Call Storm Pipe Cleaning Services to NGI Trenchless Pipe and Sewer Repair, Inc.; approval of funding for FY 2027 Task Order No. 1 in an amount not to exceed \$150,000.00, and to authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

D. Invitation To Bid 27-001: Fiscal Year 2027 Milling and Resurfacing

Consideration and approval of the award of ITB 27-001 FY 27 Milling and Resurfacing to C.W. Matthews Contractors FY 27 Milling and Resurfacing in an amount totaling \$4,093,950.56 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Peter Sewczwicz, came forward to present this item.
- The City of Alpharetta maintains over 550 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic volumes.
- Public Works utilizes the services of a third party to drive city-maintained streets to evaluate roadway conditions. Each road is inspected for various criteria: patching, rutting, longitudinal cracks, etc. The objective was to collect accurate data and information about the City's road inventory and surface conditions that would allow the City's staff to optimize their plan for road network repair and rehabilitation under budget constraints. After entering last year's milling and resurfacing, data was put into the system and our current average Pavement Condition Index (P.C.I.) score is 78.5. This score places the City in the good classification. A score below 75 would place the City in the fair classification. The information collected during past inspections, in conjunction with historical repair, rehabilitation information, and traffic information, helps the City make consistent and cost-effective decisions for roadway preservation. Based on these ratings, 45 locations adding up to 28 lane miles were included in the annual offering. Two roads due to insufficient/failing subgrade will be treated with soil cement. Soil cement is a process in which the asphalt, subgrade, and soil are pulverized on-site and mixed with cement to create a new subgrade. The new subgrade is extremely rigid,

durable, and strong. Then a new asphalt surface is placed over the new subgrade. This process takes less time than conventional roadway construction.

- The Department of Public Works, with guidance from the Finance Department, prepared ITB 27-001, which was issued on June 18th, 2026. ITB 27-001 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in over # vendor (firm) invites and # document takers. ITB 27-001 responses were received on July 16th, 2026 and included bids from seven firms.
- Staff recommends award of ITB 27-001 to C.W. Matthews Contractors as the low-cost, responsive and responsible bidder.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Reeves offered a motion to award ITB 27-001 FY 27 Milling and Resurfacing to C.W. Matthews Contractors FY 27 Milling and Resurfacing in an amount totaling \$4,093,950.56, and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

E. Microsoft Enterprise Agreement for Software Services with Dell Marketing LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$372,391.27 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- This agreement allows the City to deploy Windows Desktop and Server operating systems, Office 365 applications and systems, SQL Server licenses for database management, mobile device management, and other Microsoft applications and services. This agreement is essential to the operations of the City as it supports all major

systems and departmental functions. This is the first year of an agreement that is renewed annually at a fixed cost for two more years.

- This Microsoft Enterprise Agreement is funded in the fiscal year 2027 budget. A single quote using Georgia statewide contract 99999-SPD-SPD0000060-0006 is provided. The previous three-year agreement was \$290,479.78. This is an increase of \$81,911.49. This increase is the result of additional licenses purchased during the current agreement (\$21,153.05), announced price increases by Microsoft (\$29,849.74), additional Microsoft 365 Copilot licenses (\$28,125.00), and a correction of CAL licenses for our G1 users (\$2,783.70). These increases were budgeted into the fiscal year 2027 operating budget and are within budget.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$372,391.27 using state contract number 9999-SPD-SPD0000060-0006, and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (7-0).

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- There were no reports.

9. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Reeves offered a motion to recess the meeting.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin recessed the meeting at 8:31 p.m. for the purposes of litigation.

- ❖ Council Member Driskell offered a motion to reconvene the meeting.
 - Council Member Reeves seconded the motion.
 - The motion was approved unanimously (7-0).
- Mayor Gilvin reconvened the meeting at 9:11 p.m.

10. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:11 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title Statewide Contracts for Software	Solicitation Number RFP 99999-SPD-SPD0000060	Contract Number SOL99999-SPD-SPD0000060-0006
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name Georgia Department of Administrative Services	(hereafter called Agency)
Contractor's Name Dell Marketing LP	
(hereafter called Contractor)	

2. Contract to Begin: August 24, 2012 Date of Completion: June 30, 2012 Renewals: Four (4) one-year options to renew

3. Performance Bond, if any: N/A Other Bonds, if any: N/A

4. Authorized Person to Receive Contract Notices for Agency: Elizabeth Eason, Category Manager - IT Authorized Person to Receive Contract Notices for Contractor: Public Contract Manager with cc to Dell General Counsel

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

Attachment 1: Statewide Contract for Software and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

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

6.

Contractor

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.) Dell Marketing LP	
By (Authorized Signature) <u>Lauren Newberry</u>	Date Signed 8/24/2012
Printed Name and Title of Person Signing Lauren D. Newberry, Contracts Consultant	
Address One Dell Way, MS RR8-07, Round Rock, Texas 78682	

7.

Agency

Agency Name Georgia Department of Administrative Services	
By (Authorized Signature) <u>Leslie Lowe</u>	Date Signed 8/24/2012
Printed Name and Title of Person Signing Leslie Lowe, Deputy Commissioner for Procurement	
Address 200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010	

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Software and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

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

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the Software and Services as awarded to Contractor.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the Software and Services under the Statewide Contract as identified in the Statewide Contract Form.
- (v) **"Facilities Manager"** means one or more of any persons in the business of providing computer facilities management and/or Outsourcing services.
- (vi) **"Intellectual Property Rights"** means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, or applications
- (vii) **"Outsourcing"** means obtaining computing or related services from a source outside of the State. Computing or related services may include programming and/or executing the State's Software (including Software the State licenses from Contractor or third parties) on the State's CPUs, programming and/or executing the State's Software on an Outsourcing company's CPUs, or any mix thereof.
- (viii) **"Purchase Instrument"** means the documentation a User Agency issues to Contractor for an acquisition of Software and/or Services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the Software and/or Services to be acquired, the delivery date and location at which the Software is to be installed and/or that the Services are to be delivered, the address where Contractor should submit the invoices, and any other requirements that the Agency or User Agency deem necessary.
- (ix) **"Response", "Contractor's Response" or "Final Response"** means Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (x) **"RFX"** means the Request for Proposals, Request for Bids, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Software and/or Services that are subject to the Statewide Contract.
- (xi) **"Services"** means the services and deliverables described in the RFX including

administration, distribution, installation, configuration, support and training services as further described by the Response and the Statewide Contract.

- (xii) **"Software"** means the computer programs described in the RFX Category or Categories for which Contractor is awarded a Statewide Contract, as further described in Exhibit A to this Statewide Contract for Software and Ancillary Services, together with all documentation (both hard copy and online) for the described computer programs, and all updates to the computer programs and the documentation during the term of a license for Software under this Statewide Contract.
 - (xiii) **"State"** means the State of Georgia of the United States of America, the Agency, User Agency, and any other authorized entities identified by the RFX issuing Purchase Instruments against the Statewide Contract.
 - (xiv) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.
 - (xv) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Contractor as a source of supply to the User Agencies of the Software and Services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
 3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms (whether in hard copy or electronic format) or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services. Notwithstanding anything to the contrary herein, as a reseller of Third Party software, Dell is not authorized to modify the third party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable License Agreement provided with the software.
 4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the

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

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified Software and Services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified Software and Services.

C. DESCRIPTION OF SOFTWARE AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all Software, Services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract,
2. **Software Licenses.** Contractor shall provide Software in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall deliver to User Agency the Software, which shall be licensed to User Agency under the following terms.

To the extent allowed by the applicable publisher's end user license agreement, Contractor shall cause the publisher of the Software to grant User Agency a non-exclusive license and/or sublicense to use, execute, maintain, reproduce, modify, display, test copy (as set forth herein) and perform the Software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. User Agency may copy the Software as necessary to efficiently use the Software. Without limiting the generality of the foregoing, User Agency's rights shall include copying rights for the following purposes:

- a. for backup, archive or emergency restart purposes;
- b. for disaster recovery and disaster recovery testing purposes;
- c. to migrate the software for use on other computers and/or hardware; and
- d. to store the software at any off premise location that the User Agency uses for storage purposes.

If the Contractor is acting as a reseller of the Software, Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall use commercially reasonable efforts to cooperate with any negotiations of such Licenses as may be conducted

among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually unless otherwise stated in writing.

To the extent allowed by the applicable publisher's license agreement, User Agencies that are part of the Georgia Enterprise Services Contract (sometimes referred to as the "GETS" agencies) shall be granted permission for the State's Facilities Manager(s) to use, execute, maintain, copy (as set forth herein), test and perform the Software and accompanying documentation and exercise all other license rights on behalf of the User Agencies.

As a reseller of third party software, Dell is not authorized to modify the third party license agreement or to license directly such software to User Agencies. All software will be licensed subject to the terms of the applicable license agreement provided with the software. For any non-Contractor branded products, software or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher. Notwithstanding anything to the contrary in this Contract, products, software and services are provided subject to the manufacturer, provider or publisher's applicable warranty and software license agreement subject to negotiations between the User Agency and the publisher.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the license for the Software may require that the User Agency agree that it will not:
 - (i) lease, loan, resell, sublicense or otherwise distribute the Software to parties who are not State of Georgia government entities;
 - (ii) create derivative works based on the software; or
 - (iii) reverse engineer, disassemble, or decompile the software
4. **Services and other Deliverables.** Contractor shall provide Services and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Contractor and all personnel of Contractor shall perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time the Services are provided.
5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable State purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to place online orders through Contractor's website.
6. **Product Shipment and Delivery and Acceptance.** Unless the RFX requires otherwise, all Software shall be made available either by online download or shall be shipped F.O.B. destination, freight prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at Contractor's risk until they have been accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to the User Agency, regardless of when the hidden damage is discovered.
 - (i) Fixed Pricing Services. Certain Services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the Purchase Instrument.

- (ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. These deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum price cap that shall not be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.
- (iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of the deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. Software and Services will be deemed accepted unless User Agency provides notice of the rejection of a deliverable within thirty (30) days from the date of Contractor's submission of the Software and Services or Contractor's demonstration of the Software and Services, if installed by Contractor, whichever occurs last; provided that, in limited circumstances, a longer reasonable period of time may be agreed to in writing between Contractor and User Agency. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing the cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have at least thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained in this provision shall limit the warranties and representations or the available remedies set forth in this Statewide Contract. Notwithstanding anything to the contrary herein, acceptance does not waive warranty or return rights for any Software or other deliverables under this Contract.
- (iv) Return of Unused Software. Contractor shall comply with the return requirements stated in the RFP provided that, with respect to third party software, such return is allowed by the third party software publisher and then only in accordance with the terms of the state's master agreement with such software publisher, if there is one, or the documentation provided with the software. Dell agrees to work with state and make "Ordering and Return Instructions," consistent with the technical requirements of the RFP, available to Customer on the Contractor website established for this contract through a link on the home page of the website, or on the quote. Such instructions will direct the Customer to contact their sales representative for assistance with returns.

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

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

of purchases or use of Software or Services.

D. COMPENSATION

1. **Pricing and Payment.** Contractor will be paid for the Software and Services licensed or sold pursuant to the terms of the Statewide Contract and in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. All prices or discounts in accordance with the discount schedule provided in Dell's proposal are "not to exceed" prices or are minimum discounts. Contractor may negotiate more favorable prices with User Agency. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.
2. **Billings.** If applicable, and unless the RFX provides otherwise, Contractor shall submit, on a regular basis, individual invoices for the Software and Services supplied to User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. Each invoice shall be accompanied by a schedule that details the Services and deliverables provided (if any) including the resources in support of those Services and/or deliverables. The invoice shall comply with all applicable rules concerning payment of claims. User Agencies shall pay all approved invoices in arrears within forty-five (45) days of date of an undisputed invoice subject to acceptance as specified in Section (C)(6)iii) above, and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and Contractor, Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any Software or Services provided by or on behalf of Contractor under the Statewide Contract. Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. Dell will communicate to all third party publishers that User Agencies generally cannot enter into multi-year agreements for maintenance. Instead, a User Agency will generally enter into a one year agreement that gives the User Agency options to renew for subsequent fiscal year periods – depending on availability of funds during those subsequent fiscal years.

A User Agency may, however, enter into a multi-year agreement with a term of more than one fiscal year if the User Agency has on hand at the time of signing the agreement available appropriated funds necessary to meet its entire obligation for that multi-year term. The general rule limiting User Agencies to contracting for one fiscal year at a time is based on the prohibition on pledging the state's credit or creating debt by agreeing to a payment obligation for which funds are not currently available. When the User Agency has on hand at the time of signing an agreement funds to meet the entire obligation for the term (whatever that term may be) and encumbers same, the state agency has not pledged the state's credit or created debt.

4. **Delay of Payment Due to Contractor's Failure.** If a User Agency in good faith determines that Contractor has failed to perform or deliver any Software or Service as required by the Statewide Contract, Contractor shall not be entitled to any compensation under the Statewide Contract until the Software or Service is delivered [or performed]. In this event, the User Agency may withhold the portion of Contractor's compensation that represents payment for Software and/or Services that were not delivered [or performed]. To the extent that Contractor fails to perform or deliver as required by the terms of the Agreement and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agency to procure replacement Software or

Services, then User Agency may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price paid for such replacement Software or alternative Services. The User Agency's authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

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

E. TERMINATION

1. Termination of the Statewide Contract.

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

- a. in the event Contractor is required to be certified or licensed as a [requirement for being awarded this Statewide Contract to provide Software and/or Services, the revocation or loss of the required license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
- b. Agency determines that the actions or failure to act of Contractor, its agents, employees or subcontractors have caused or reasonably could cause life, health or safety to be jeopardized;
- c. Contractor fails to comply with confidentiality laws or provisions; and/or
- d. Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process that is materially false, deceptive, incorrect or incomplete.

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

- a. Contractor has delivered nonconforming Software or Services or fails to deliver or perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by Contractor;
- b. Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- c. Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- d. to the extent allowed by applicable federal or state law, including bankruptcy laws, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; Contractor terminates or suspends its business; or Agency reasonably believes that Contractor has become insolvent or unable to

pay its obligations as they accrue;

- e. Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
- f. Contractor has engaged in conduct that has exposed or may expose Agency or the State to liability, as determined in Agency's sole discretion; or
- g. Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of Agency, the State, or a third party.

(iii) **Termination upon Notice.** Following thirty (30) days' written notice, Agency may terminate the Statewide Contract in whole or in part without paying any penalty or incurring any further obligation to Contractor. Following termination upon notice, Contractor shall be entitled to compensation from User Agencies upon submission of invoices and proper proof of claims, for Software and/or Services provided under the Statewide Contract to User Agencies up to and including the date of termination.

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

- a. Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
- b. Agency's duties are substantially modified.

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

- (i) immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) procure substitute Software and/or Services from another source and charge the difference between the Statewide Contract and the lesser of the reasonable retail market price or actual price paid for such substitute Software and/or Services to the defaulting Contractor; and/or,
- (iii) enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

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

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

- (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase [or license for a future period not yet paid] made pursuant to this Statewide Contract will terminate immediately and absolutely if a User Agency determines that adequate funds

are not appropriated or granted or funds are de-appropriated so that the User Agency cannot fulfill its obligations under the Statewide Contract; the determination shall be at the User Agency's sole discretion and shall be conclusive.

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

In the event of termination of the Statewide Contract for any reason by Agency, the User Agencies shall pay only those amounts, if any, due and owing to Contractor for Software and Services actually provided up to the date specified in the notice of termination as provided above. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination.

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

- (i) cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to Contractor;
- (iii) comply with the State's instructions for the timely transfer of any active files and work product produced by Contractor under the Statewide Contract;
- (iv) cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) immediately return to the User Agencies any payments made by the User Agencies for Software or Services that were not delivered by Contractor.

Notwithstanding the provisions above, Software licenses that the State has obtained for Software delivered under this Statewide Contract and maintenance agreements that the State has entered directly with the publishers of Software delivered under this Statewide Contract when the publisher is not Contractor shall not terminate as the result of termination of the Statewide Contract.

F. CONFIDENTIAL INFORMATION

- 1. **Access to Confidential Data.** Contractor's employees, agents and subcontractors may, to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract, have access to confidential data, including, but not limited, personally identifiable information, maintained by the State. Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. No later than ten (10) days from the date this Statewide Contract is fully executed, Contractor shall comply

with the following requirements:

- (i) Contractor shall provide to the State a written description of Contractor's policies and procedures to safeguard confidential information;
- (ii) policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor's designated Contract Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of this Section F; and
- (iv) Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

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

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the discloser, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by Contractor uniquely and specifically for the User Agency during the performance of this Agreement shall be considered the property of the State. Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process for records containing confidential information is served upon Contractor, Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** Contractor shall immediately report in writing to the State any unauthorized disclosure of confidential information
- 5. **Survives Termination.** Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) any breach of the Statewide Contract;
 - (ii) any negligent or wrongful act or omission of Contractor or any employee, agent or subcontractor utilized or employed by Contractor resulting in personal injury or death or damage to real property or tangible personal property;

- (iii) any failure of Software or Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
- (iv) the negligence or fault of Contractor in design, testing, development, manufacture, installation, operation or otherwise with respect to the Software or Services provided under the Statewide Contract;
- (v) claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) any failure by Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- (vii) any infringement of any copyright, trademark, trade secret, patent, trade dress, or other intellectual property right; or
- (viii) any failure by Contractor to adhere to the confidentiality provisions of the Statewide Contract.

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

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Contractor waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder to the full extent of this indemnification.
3. **Litigation and Settlements.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor
4. **Intellectual Property Infringement Indemnification.**

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

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

In case any of the Contractor branded services or Software is in any suit held to infringe a third party's intellectual property right and its use is enjoined, Contractor shall, at its option and expense:

- (i) procure for the State the right to continue using the Software;
- (ii) replace or modify the same so that it becomes non-infringing; or
- (iii) remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any patent, copyright, trademark, trade secret or other intellectual property infringement or claim thereof is based upon or arises out of:

- (i) compliance with designs, plans or specifications furnished by or on behalf of the User Agency as to the software;
- (ii) use of the Software in combination with apparatus or devices not supplied by Contractor;
- (iii) use of the Software in a manner for which the same was neither designed nor contemplated; or
- (iv) the claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

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

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

H. **INSURANCE**

The supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal and advertising injury in support of the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured with respect to the commercial general liability

and automobile liability insurance policies. The Commercial General Liability insurance coverage purchased by the supplier shall include contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, and limits of liability).

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

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

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

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

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

- 3) Automobile Liability
Combined Single Limit \$1,000,000

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

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

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

J. WARRANTIES

- 1. Construction of Warranties Express in the Contract with Warranties Implied by Law.** All warranties made by Contractor and/or subcontractors in all provisions of the Statewide Contract and Contractor's Response, whether or not the Statewide Contract specifically denominates Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the Software and Services to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law. The warranties express in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software and Services provided by Contractor. Contractor shall assign and pass through to the State all applicable third party software publishers' warranties, covenants and indemnification provisions, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Software or Services.** All Software and Services that Contractor delivers to User Agencies shall be free from any defects in design, material, or workmanship. Following acceptance, if any Software or Service offered by Contractor is found to be defective in material or workmanship or does not conform to manufacturer's or publisher's warranty, User Agency shall have the option of returning, repairing, or replacing the defective Software or Service at Contractor's expense in accordance with the terms of the applicable warranty.

Payment for the defective Software or Service shall not constitute acceptance. Acceptance by a User Agency shall not relieve Contractor of its warranty or any other obligation under the Statewide Contract.
- 3. Compliance with Federal Acts.** To the extent such requirements are applicable to the subject Software, Contractor warrants and guarantees to State that the Software provided under the Statewide Contract is in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

NOTHING IN THIS SECTION J SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY TO YOU, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notwithstanding any term to the contrary in this Agreement, to the maximum extent permitted by law, Non-Dell branded Software and Services are provided subject to the third party publisher or provider's applicable warranties and software license. Dell

agrees to pass through to purchaser any indemnification or warranty provided by the provider, publisher, licensor with respect to intellectual property, infringement or indemnification with respect thereto, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

4. **Conformity with Contractual Requirements.** Contractor represents and warrants that the Software and Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
5. **Authority to Enter into Contract.** Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
6. **Obligations Owed to Third Parties.** Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Statewide Contract are or will be fully satisfied by Contractor so that the State will not have any obligations with respect thereto.
7. **Title to Property.** Contractor represents and warrants that for third party products, it is authorized by the publisher to deliver the third party Software provided under this Agreement; and for Dell-branded Software title to any Software or property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until acceptance by the User Agencies. The Software provided by Dell hereunder shall be sourced through only authorized distributors or providers. Except as otherwise expressly authorized by the Agency, all materials produced uniquely and specifically for the User Agency by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be works made for hire and shall be the property of the State of Georgia; subject to the following:
 - (i) Dell has received full payment for the deliverables and applicable Services, and
 - (ii) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),
8. **Industry Standards.** Contractor represents and expressly warrants that all aspects of the Software and Services provided or used by it shall at a minimum conform to the standards in Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
9. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the Agency as specified in the RFX. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on State property. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform Services under this Statewide Contract shall be qualified to

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

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFX and this Statewide Contract.

10. State Security. Agency requires that a criminal background investigation be made of any and all Contractor personnel used to provide Services to the State

Dell Marketing L.P. ("Dell") hereby affirms that a security background check ("SBC") is performed on each Dell employee, intern, and potential new hire. This SBC consists of criminal county searches, federal searches, and verification of personally identifying information. Dell's SBC standards require that an individual's SBC reflects:

- No felony conviction or "nolo contendere" or "no contest" plea within the preceding seven years;
- No conviction of or "nolo contendere" or "no contest" plea to a disqualifying misdemeanor offense within the preceding five years;
- No uncompleted deferred adjudication, probation, or parole for any felony or disqualifying misdemeanor offense (regardless of whether the conviction itself is within the preceding seven or five year period);
- No pending court date, charge, or warrant relating to any felony or any violent misdemeanor;
- No identification as an active sex offender using an available sex offender database;
- Provided that Dell generally will not disqualify an individual for employment if the individual's SBC reflects a single conviction, charge, or warrant for certain minor misdemeanor offenses related to gambling, alcohol, tobacco, licenses or moving violations, except in the instance of injury or damage to people or property or a second offense of DWI without injury.

Dell further affirms that a drug screen is performed on each Dell employee, intern, and potential new hire and all contractors. This drug screen checks for the presence of amphetamine metabolites (1000 ng/mL), cocaine metabolites (300 ng/mL), marijuana (50 ng/mL), opiate metabolites (2000 ng/mL) and phencyclidine metabolites (25 ng/mL).

Contractor agrees to comply with User Agency on-site safety and security requirements that are provided to Contractor prior to the provision of on-site services. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if Contractor's investigation or an investigation by the State reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. Contractor's employees, agents and subcontractors may be granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. Contractor shall provide immediate notice to Agency of any employees, agents and/or

subcontractors suspected of abusing or misusing such access privilege. Contractor represents and warrants that Contractor shall provide prompt notice to Agency of the changed status of any employee, agent or subcontractor granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

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

K. PRODUCT RECALL

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

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both Agency and Contractor and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to this Statewide Contract.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of Contractor's Response, except that objections or amendments by Contractor that have not been explicitly accepted by Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references in this document to the parties' obligations are intended to supplement or clarify the obligations as stated in the RFX and Contractor's Response. The failure of the parties to make reference to the terms of the RFX or Contractor's Response in this document shall not be construed as creating a conflict and will not relieve Contractor of the contractual obligations imposed by the terms of the RFX and Contractor's Response. The contractual obligations of the Agency cannot be implied from Contractor's Response.
3. **Compliance with the Law.** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the

use of targeted small businesses as subcontractors or contractors. Dell requires its subcontractors to self-certify to state law requirements. Dell will use commercially reasonable efforts to ensure legally required certifications are made.

Certain equipment, software and technical data that may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations, International Traffic in Arms Regulations, U.S. Department of Energy Regulations, U.S. Nuclear Regulatory Commission Regulations and/or similar laws and regulations of the United States or other countries. Contractor shall comply with all export and re-export laws and regulations, including without limitation laws and regulations that may apply to certain equipment, software and technical data provided hereunder.

Contractor shall also comply with all import and customs laws and regulations, with all local license and permit requirements, with the European Data Protection Directive, with the U.S. Foreign Corrupt Practices Act, and with all applicable foreign corrupt practices acts.

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

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

4. **Drug-free Workplace.** Contractor hereby certifies as to items (i) and (ii) below and under item (iii) below Contractor will require all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:
- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
 - (ii) if Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Official Code of Georgia Annotated Section 50-24-3."

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

- (i) Contractor has made false certification hereinabove; or
 - (ii) Contractor has violated the certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of Agency and Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries of the Statewide Contract. The Statewide Contract is intended only to benefit the State and Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations that may occur between the State and Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or Contractor may elect to submit the matter for mediation. Either the State or Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

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

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

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of Agency. For the purpose of construing this clause, a transfer of a controlling interest in Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract or for the act or omission of any subcontractor, agent, or employee. All restrictions, obligations and responsibilities of Contractor under the Statewide Contract shall also apply to each subcontractor. Any contract with a subcontractor must also preserve the rights of Agency. Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made that is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for Software and Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities or obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between Agency and Contractor for the Software and Services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Agency and Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a

breach.

- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier and shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) at the time it is actually received; or,
- (ii) within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

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

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of Agency and Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing Software and Services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) the party on whose behalf it signs has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract

shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 23. Record Retention and Access.** Contractor shall maintain books, records and documents that sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor should maintain separate accounts and records for Agency and the User Agencies. Records to be maintained include both financial records and service records. DOAS may audit contractor no more often than once per year, unless otherwise required by applicable law or agreed to by the parties. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide Software or Services under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities is under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that neither Contractor nor any of its subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it either (a) is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) is not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed 125% of the total amount paid to Contractor during the prior 12 months of this Agreement for its performance under this Statewide Contract..

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property due to Contractor's negligent or intentional wrongful act or omission while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

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

Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

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

conclusion of the Statewide Contract.

34. **Counterparts.** Agency and Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** Agency and Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplements hereto and further instruments as may reasonably be required for carrying out the express intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to deliver or run Software and to perform Services for the State. Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

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

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION
(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("SaaS"), **the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.**

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000060	NIGP Code	See page 5
Name of Contract	Statewide Contracts for Software and Ancillary Services		
Effective Date	August 2012	Expiration Date	April 30, 2022
Contract Table of Contents			
Suppliers Awarded	6	Contract Information:	Categories 1, 2, 3, 4 Convenience
Contract Information for Supplier			Page Number
Dell Marketing, LP (Categories 1, 2 and 3)			2, 3
Additional Contract Information			
General Contract Information			2
Category Description			4
DOAS Contact Information			5

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000060-0006
Contract Name	Statewide Contracts for Software and Ancillary Services
PeopleSoft Supplier Number	0000015689
Supplier Name & Address	
Dell Marketing, LP (Categories 1, 2 and 3) One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Dell Legal 512-723-0818 Katherine_Dunay@Dell.com	
Contact Details	
Ordering Information	To place an order: - Obtain a new quote from: Mike Stynda Solutions Account Executive AL/GA/MS Dell, Inc. 727-365-6618 Mike.Stynda@dell.com (DOAS recommends obtaining quotes from more than one supplier.) - Verify %age discount matches contract - Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).

Remitting Information	Dell Marketing, L.P. c/o Dell USA L.P. P.O. Box 534118 Atlanta, GA 30353-4118
Delivery Days	Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term.
Discounts	See minimum discounts on cost sheet.
Payment Terms	Net 30 Days
Bid Offer Includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this Contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software.

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic

organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, Microsoft Reseller Services, the State has three (3) authorized resellers: CDWG, Dell and SHI. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

CATEGORY DESCRIPTION

Category 1: End User Software. Generally, these are desktop software products.

Category 2: Enterprise Software. These are server-based systems.

Category 3: Microsoft Reseller Services. See above for more detail about State's Agreements for Microsoft software.

Category 4: Oracle Software and Databases (including PeopleSoft). Category

4 contracts are Convenience contracts.

NIGP CODES FOR SOFTWARE:

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

Extension 2: July 1, 2018 - May 30, 2019

Extension 3: June 1, 2019 – April 30, 2020

Extension 4: June 1, 2020 – April 30, 2021

EXTENSION 5: MAY 1, 2021 - APRIL 30, 2022

DOAS CONTACT INFORMATION:

Name: Donnie Treadway

Contract Management Specialist

Phone: 404-463-0824

email: donnie.treadway@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov

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MEMORANDUM OF INSURANCE				DATE 17-Apr-2026		
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=362542334. Marsh USA LLC dba Marsh Risk & Insurance Services The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.						
PRODUCER			COMPANIES AFFORDING COVERAGE			
Marsh USA LLC dba Marsh Risk & Insurance Services ("Marsh")			Co. A Zurich American Insurance Company			
INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock Texas 78682 United States			Co. B American Guarantee and Liability Insurance Company			
			Co. C American Zurich Insurance Company			
			Co. D Syndicate 2623/623 at Lloyd's			
			Co. E			
			Co. F			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	GLO699017802	01-Mar-2026	01-Mar-2027	GENERAL AGGREGATE	USD 10,000,000
					PRODUCTS - COMP/OP AGG	USD 10,000,000
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 5,000,000

					MED EXP (ANY ONE PERSON)	USD 10,000
A	AUTOMOBILE LIABILITY Any Auto Hired Autos Non-Owned Autos	BAP699017702	01-Mar- 2026	01-Mar- 2027	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
B	EXCESS LIABILITY Umbrella Form	AUC640818904	01-Mar- 2026	01-Mar- 2027	EACH OCCURENCE	USD 15,000,000
					AGGREGATE	USD 15,000,000
A C	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	WC699017502 - AOS WC699017602 - MA, WI	01-Mar- 2026 01-Mar- 2026	01-Mar- 2027 01-Mar- 2027	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 1,000,000
					EL DISEASE - POLICY LIMIT	USD 1,000,000
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000
D	Professional/E&O	B0509CYBLY2550271	01-Jun- 2025	01-Jun- 2026	Each Claim/Aggregate (Claims Made)	USD \$15M

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
17-Apr-2026

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contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER

Marsh USA LLC dba Marsh Risk & Insurance
Services
("Marsh")

INSURED

Dell Technologies Inc. and all Subsidiaries
One Dell Way - RR1-50
Round Rock
Texas 78682
United States

ADDITIONAL INFORMATION

WITH THE EXCEPTION OF WORKERS COMPENSATION, ADDITIONAL INSURED APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY CONTRACT AND WHERE PERMITTED BY LAW.

The above referenced Errors & Omissions policy shall include technology/professional liability, and data protection liability (cyber liability) insurance providing protection against: (a) errors and omissions in the performance of professional services; (b) breaches of security; (c) violation or infringement of any right of privacy, breach of federal, state, or foreign security and/or privacy laws or regulations; and (d) data theft, damage, destruction, or corruption.

The professional policies evidenced are subject to self-insured retentions for various perils covered. If you would like additional information regarding these self-insured retentions, please contact the Marsh servicing team (Kristin.Bojorquez@marsh.com).

Crime #SAA E391778 07

Insurer: Great American Insurance Company
Effective 10/29/2025 - 10/29/2026
Limit - \$15M, \$2.5M Deductible

Excess Crime #DOX G71222032 003

Insurer: ACE American Insurance Company
Effective 10/29/2025 - 10/29/2026
Limit - \$10M xs \$15M

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION
(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("SaaS"), the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

Amendment to Contract Documents

Agreement Number

8718335

000-madokane-S-193

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement State and Local (Custom – CTM)

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under **an Enrollment, the terms of which are only applicable to the Enrolled Affiliate.**

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional

terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

"Affiliate" means

- a) with regard to Customer,
 - i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b) with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer" means the legal entity that has entered into this Agreement with Microsoft *also referred to as The State*.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place *its initial order*.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment *including perpetual Licenses*.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by

an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (*which is governed by separate terms at <https://azure.microsoft.com/en-us/support/legal/marketplace-terms/>*).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number; or any security code or password that would permit access to the individual's financial account; (d) the individual's DNA profile or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image or any other unique physical representation and any other information protected by state or federal law.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Service Level Agreement" or "SLA" specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise Program Works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments **and providing a purchase instrument.**
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment. ***Notwithstanding anything in the contract documents (including any website or documents incorporated by reference) to the contrary, Customer shall not be responsible for any payment pursuant to the contract documents (including any website or documents incorporated by reference). The Customer executes this agreement solely for the purpose of designating Microsoft as an authorized source of supply in accordance with O.C.G.A. § 50-5-57. Department of Administrative Services (DOAS) may, however, submit an Enrollment in which DOAS will be responsible for payment of its own obligations thereunder but in no event will the Department of Administrative Services be responsible for the obligations of any Affiliate or other user under this Agreement unless it includes other Affiliates under its Enrollment(s) in which case it would be fully responsible for obligations of the other Enrolled Affiliates.***
- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List, .
- d. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g. contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/Licensing/servicecenter/default.aspx>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts. Only those identified on the VLSC are authorized to place orders for the Enrolled Affiliate.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to

perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. Order confirmation, and any documentation evidencing transfers of perpetual Licenses **or any other mutually agreed upon documentation**, together with proof of payment (**if applicable**), will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment **or (4) if Enrolled Affiliate employs an outsourcer that results in a reduction**, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making Copies of Products and Re-imaging Rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. **Pursuant to (1) above, if no dedicated training facility**

exists, the training licenses may be used on non-production devices that are used for training purposes. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
- (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and Reassigning Licenses.

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and Termination.

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** *Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.*

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and **Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time,** Microsoft may terminate this Agreement and all **said Affiliate's** Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use due to the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run that aren't excluded by **Section 14** and was not included in a previously submitted order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

7. Use, Ownership, Rights and Restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

a. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.

- c. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property **on** the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a Customer and its Enrolled Affiliates have indicated its confidential nature, including Customer Data. Confidential Information does not include information that (a) the receiving party received lawfully from another source without a confidentiality obligation, (b) is independently developed, or (c) is a comment or suggestion volunteered about the other party's business, products or services. Protection of personal privacy and data shall be an integral part of the business activities of Microsoft and designed to ensure that there is no inappropriate or unauthorized use of Customer information at any time. To this end, Microsoft shall safeguard the confidentiality, integrity and availability of Customer's Confidential information and comply with the following conditions:

- a. ***Microsoft shall maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Confidential Information and non-public data. Such security measures shall be in accordance with recognized industry practices and not less stringent than the measures the Microsoft applies to its own Personal Data and non-public data of similar kind.***
- b. ***All data obtained by the Microsoft from the Customer and its Enrolled Affiliates in the performance of this Agreement shall become and remain the property of the Customer and its Enrolled Affiliates.***
- c. ***Microsoft shall not use any information collected in connection with the service and the use of Microsoft software as covered by this Agreement for any purpose other than fulfilling the service and provisioning of software.***

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, affiliates, (sub)contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for

the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories with regard to the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly. These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

This Agreement may be disclosed in accordance with the requirements of Georgia law.

9. Privacy and Compliance with Laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

10. Warranties.

- a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA (<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=14521>) during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

- c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Customer notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

12. Defense of Third Party Claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim ***unless otherwise dictated by court decision.***
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

13. Limitation of Liability.

To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliates, and Subcontractors arising under the Agreement is limited to direct damages subject to the following:

- a. For Products other than Online Services, **two times (2x)** the amount Enrolled Customer was required to pay for the Product giving rise to that liability; and
- b. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 36 months before the incident.
- c. For purposes of this Section 13 "Limitation of liability," the following will be characterized as direct damages subject to the limitation of liability set forth above:
 - 1) Enrolled Customer's reasonable costs in notifying affected individuals of Security Incident in which the data subjects' Personally Identifiable Information has been disclosed;
 - 2) Credit monitoring for up to twelve (12) months for affected individuals;
 - 3) Damages and fines assessed against Enrolled Affiliate by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Security Incident; and
 - 4) Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by Enrolled Affiliates, given the nature and scope of the Security Incident involving a Customer Data breach of Personally Identifiable Information, as validated by an independent accounting firm chosen by both entities.
 - 5) Government fines and penalties assessed against an Enrolled Affiliate for failure to comply with such open records laws, where such failure is attributable solely to Customer Data loss; and
 - 6) Damages assessed against an Enrolled Affiliate by a court of competent jurisdiction and awarded to third parties based solely on the Enrolled Affiliate's failure to provide information to them under such open records acts, where such failure is attributable solely to a Customer Data loss.
 - 7) The monetary limitation of liability for Online Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data.
- d. For Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, liability is limited to U.S. \$5,000.00; and
- e. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- f. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY

FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF THIRD PARTY CLAIMS,".

Affiliates and Subcontractors. Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or Subcontractors in respect of any matter disclaimed on their behalf in this Agreement.

14. Verifying Compliance.

a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms **through formal audit-official notification**. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification., including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. **Auditor will not be paid additional fees based upon the findings of the audit.** Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. **For the purposes of clarification, Enrolled Affiliate will provide evidence related to any of the below applicable scenarios where it may have the right to run Products.**

- **for trial or try and buy**
- **acquired by or through a third party**
- **for testing**
- **in preparation for equipment/device decommission**
- **on device/equipment no longer in production**

b. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must acquire the necessary additional licenses at Enrolled Affiliate's price level **D**. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. Verification process. Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribution. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

15. Miscellaneous.

a. Use of contractors. Microsoft may use contractors to perform services. **No contractor which Microsoft enters into a contract with for the performance of obligations or work assigned under the Agreement shall in any way relieve Microsoft of any responsibility, obligation or liability under this Contract and for the acts and omissions of its contractors, subcontractors, agents,**

and employees. *Microsoft shall provide adequate supervision and training to its, contractors, subcontractors, agents, and employees to ensure compliance with the terms of the Agreement. Contractors may in the performance of services have access to the Customer's and its Enrolled Affiliates' Confidential Information. Microsoft represents to the Customer and its Enrolled Affiliates that with respect to each Microsoft contractor assigned work under this Agreement, Microsoft has the technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information from unauthorized disclosure or use. Furthermore, Microsoft will secure access to Confidential Information from offshore locations. Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.*

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the **contact on the signature form**. *Notices may be electronic and will be treated as delivered on the transmission date.* Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date. All notices must be distributed to the Enterprise Agreement Contract Manager, Affiliate's Primary Contact and Affiliate's legal department.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order **or reseller quote** will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and **Signature Form**. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.

p. Natural disaster. In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Georgia State Agencies Enrollment Terms

1. For the purposes of any Enterprise Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment A** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.
2. For the purposes of any Server and Cloud Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment B** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.

Attachment A

Enterprise Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable

initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed *prior to being run*. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior being run.*
- g. **True-up requirements.** Enrolled Affiliate's annual true-up order must reflect any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(f) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (iii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as minimum *order* requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (i) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (ii) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (iii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

2. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

3. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

4. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current **Level D** published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment B

Server and Cloud Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Product Use Rights and Service Level Agreement.

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start

of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

2. Order requirements.

a. Minimum order requirements.

(i) Server and Tools Products.

- 1) Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
 - 2) Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A.** Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B.** License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C.** License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
 - 3) Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:
 - A.** The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B.** The Existing Baseline Licenses shall be non-transferrable.
 - C.** The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D.** When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any subsequent orders.
- d. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. Adding Products.**
- (i) Adding new Products not previously ordered.**

- a. New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - b. New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - c. Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - d. Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - e. Microsoft Azure Services may be added as provided in the Product Terms.
- (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior to being run.*
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(e) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (ii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
 - 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.
 - (iii) **Late true-up order.** If the annual true-up order is not received when due:
 - 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
 - 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
 - 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.
- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (iii) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.
 - (iv) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products

not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

- h. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

3. Pricing.

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

4. Payment terms.

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
 - (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. Buy-out option.

- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order *within* 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out **Early termination**. If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
 - (i) It may immediately pay the total remaining amount due *for the current and any prior fiscal years*, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

Program Signature Form

MBA/MBSA number	N/A	000-madokane-S-193
Agreement number	8718335	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

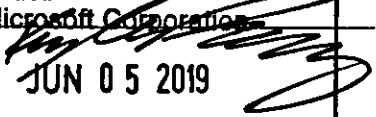
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	CTM (New)
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	State of Georgia
Signature*	<i>Janet Pytelowski</i>
Printed First and Last Name*	Janet Pytelowski
Printed Title	Deputy State Purchasing Officer
Signature Date*	MAY 31, 2019
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	  JUN 05 2019 Kyle Perez Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date 6/3/2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-590

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):	
Name of Entity (must be legal entity name)*	State of Georgia
Signature*	<i>Jim Barnaby</i>
Printed First and Last Name*	Jim Barnaby
Printed Title	Deputy Commissioner State Purchasing Division
Signature Date*	4/27/2022
Company Address:	200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010
Tax ID	

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):	
Microsoft Corporation	
Signature <u>Sintayehu Tarekegn</u>	
Printed First and Last Name Sintayehu Tarekegn	
Printed Title Authorized Signer	
Signature Date 4/27/2022 (date Microsoft Affiliate countersigns)	
Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511	
Agreement Effective Date 06-01-2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-591

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):
Name of Entity (must be legal entity name)* State of Georgia Signature* <i>Jim Barnaby</i> Printed First and Last Name* Jim Barnaby Printed Title Deputy Commissioner State Purchasing Division Signature Date* 4/14/2022 Company Address: 200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010 Tax ID

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns) Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature **form is signed by the Customer, send it and the Contract Documents to Customer's** channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Amendment to Contract Documents

Agreement Number

8718335

000-dbeale-S-590

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Custom Terms CTM

1. The section titled "Term" is hereby amended and restated as follows:

Term. The term of Agreement 8718335 will be extended to 72 full calendar months from the Effective date and expire on May 31, 2025 unless terminated by either party as described in the Agreement. Each Enrollment will have the term provided in that Enrollment

2. The State of Georgia reference number for the Microsoft Master Agreement 8718335 is 99999-SPD-MSSVCS-0001. The following State of Georgia contract extension amendment is incorporated as an exhibit by mutual agreement of the parties to document the extension of contract 99999-SPD-MSSVCS-0001.



CONTRACT AMENDMENT # 1

EXTENSION # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	MICROSOFT CORPORATION
Contract No.:	99999-SPD-MSSVCS-0001
Solicitation Title/Event Name:	Microsoft Volume Services (Master Agreement - Software)
Contract Award Date:	06/01/2019
Current Contract Term:	06/01/2019 – 05/31/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of three years.

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

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/01/2022
End Date of New Contract Term:	05/31/2025

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

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

GA 36 Month Extension of Master Agreement (CTM).docx	CTM	CTM-CTC-AGR-CTL	BD
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CONTRACT AMENDMENT EXTENSION 2

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006 Category 1: End User Software, Category 2: Enterprise Software and Category 3: Microsoft Reseller Services
Solicitation Title/Event Name:	Software
Contract Award Date:	August 13, 2012
Current Contract Term:	July 1, 2017 – June 30, 2018
Extension No.:	2

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional period of time.

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

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2018
End Date of New Contract Term:	May 30, 2019

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

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new Contract for Software during the term of this Extension #2, the new contract shall supersede this Extension #2.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	
Printed Name and Title of Person Signing:	Charlene L. Wilkinson, Public Contracts Manager
Date:	4/13/2018
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	June 28, 2018
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



CONTRACT AMENDMENT # 10 EXTENSION # 5

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2020-04/30/2021

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months (2) increase the total number of billable hours (3) expand the approved categories, and (4) include requirements under Georgia House Bill 953.

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

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2021
End Date of New Contract Term:	04/30/2022

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

- 2. BILLABLE HOURS:** Exhibit A, Paragraph #2 to this Statewide Contract is hereby deleted in its entirety and replaced with the following:

“The Statewide Contract for software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed three (3) months effort by a team of Dell Marketing, LP professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed a three (3) month duration); or (b) three hundred and twenty (320) hours (total) of billable work provided at the rates contained in Dell Marketing, LP's proposal that forms part of the contract, whichever is greater.”

3. **APPROVED CATEGORIES:** Contractor may sell Software products, under this Statewide Contract, within the following Categories:

Business Applications
 Communication
 Education
 Graphic & Design Networking & Servers
 Operating Systems Programing & Web Development
 Security
 Utilities
 Virtualization
 Anti-Virus
 File and Data Security
 Virus Protection
 Business Software
 Database Software
 Development Tools
 Education/Entertainment
 Gaming Software
 Graphics, Audio, Video Software
 Internet/Communications
 Networking
 Project management Storage Management
 System Management
 Identity Management
 Backup Disaster Recovery System BYOD
 Migration Enterprise Software
 Analytics Intelligence
 Automation
 Mobile Technology
 Software Development
 Workforce Software

4. **HB 953:** Contractor shall comply with the provisions of Georgia House Bill 953 and will notify publishers of said Bill. Georgia House Bill 953 is incorporated by reference as Attachment A.
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	<i>Alyssa Sayles</i>
Printed Name and Title of Person Signing:	Alyssa Sayles, Contract Administrator
Date:	02/11/2021
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	<i>Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	3/26/2021
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

ATTACHMENT A

20 HB 953/AP

H. B. 953
- 1 -

House Bill 953 (AS PASSED HOUSE AND SENATE)

By: Representatives Rich of the 97th, Williamson of the 115th, Welch of the 110th, Watson of the 172nd, and Jones of the 25th

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the
2 Department of Administrative Services, so as to provide new authority for the department
3 to enter into or authorize agreements with cooperative purchasing organizations; to provide
4 that certain terms in particular types of state contracts shall be void and unenforceable and
5 should not be included in such agreements; to require the Department of Administrative
6 Services to provide such information on its website; to specify that bids, offers, or proposals
7 and registers thereof shall be subject to the public disclosure provisions of Article 4 of
8 Chapter 18 of Title 50, relating to open records; to provide for related matters; to repeal
9 conflicting laws; and for other purposes.

10 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

11 **SECTION 1.**

12 Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the Department
13 of Administrative Services, is amended in Code Section 50-5-51, relating to power, authority,
14 and duty of department, by revising paragraph (9) as follows:
15 "(9) To enter into or authorize agreements with ~~private non~~profit cooperative purchasing
16 organizations or other states and their political subdivisions to effectuate the purposes and
17 policies of this chapter;"

18 **SECTION 2.**

19 Part 1 of Article 3 of Chapter 5 of Title 50 of the Official Code of Georgia Annotated,
20 relating to the general authority, duties, and procedure of state purchasing, is amended by
21 adding a new Code section to read as follows:
22 "50-5-64.1.

23 (a) A contract entered into pursuant to this part shall not contain a term that:
24 (1) Requires the state or any agency, authority, board, bureau, commission, department,
25 institution, or any other entity thereof to:

20 HB 953/AP

26 (A) Defend, indemnify, or hold harmless another person; or
27 (B) Be bound by terms and conditions that are unknown at the time of signing such
28 contract or which may be unilaterally changed by the other party;
29 (2) Provides for:
30 (A) A person other than the Attorney General to serve as legal counsel for the state or

31 for any agency, authority, board, bureau, commission, department, institution, or any
32 other entity thereof;
33 (B) A venue for any action or dispute other than the Superior Court of Fulton County,
34 Georgia, as provided in Code Section 50-21-1;
35 (C) The contract to be construed in accordance with the laws of a state other than the
36 State of Georgia;
37 (D) Binding arbitration; or
38 (E) An automatic renewal such that state funds are or would be obligated in subsequent
39 fiscal years; or
40 (3) Is inconsistent with the provisions of Article 4 of Chapter 18 of this title, relating to
41 open records.
42 (b) If a contract entered into pursuant to this part contains a term prohibited under
43 subsection (a) of this Code section, such term shall be void, and the contract shall be
44 otherwise enforceable as if it did not contain such term.
45 (c) The Department of Administrative Services shall maintain a copy of this Code section
46 on its website."

47 **SECTION 3.**

48 Said part is further amended by revising paragraph (4) of subsection (d) of Code Section
49 50-5-67, relating to the competitive bidding procedure, method of soliciting bids, required
50 conditions for competitive sealed proposals, clarification, contract awards, negotiation of
51 contracts, certificate of independent price determination, and receiving electronic bids, as
52 follows:

53 "(4) The Department of Administrative Services shall canvass the bids, offers, or
54 proposals and award the contract according to the terms of this part. The Department of
55 Administrative Services shall prepare a register of bids, offers, or proposals which ~~will~~
56 shall become available for public inspection ~~upon request within one day, in accordance~~
57 with Article 4 of Chapter 18 of this title, relating to open records, after the issuance of the
58 department's public notice of intent to award to the successful bidder or offeror. The
59 bids, offers, or proposals shall not be subject to public disclosure, in accordance with
60 Article 4 of Chapter 18 of this title, relating to open records, until after the issuance of the
61 public notice of intent to award a contract to the successful bidder or offeror except that

20 HB 953/AP

H. B. 953
- 3 -

62 audited financial statements not otherwise publicly available but required to be submitted
63 in the bid, offer, or proposal shall not be subject to such public disclosure."

SECTION 4.

64 All laws and parts of laws in conflict with this Act are repealed.



DELL MARKETING, L.P.
SWC FOR SOFTWARE
PRICE SCHEDULE
CONTRACT ID #99999-SPD-SPD0000060-0006
EXHIBIT "A"

Category 1: End User Software
Category 2: Enterprise Software
Category 3: Microsoft Reseller Services

ITEM/APPROVED CATEGORY	MSRP/DISCOUNT
Business Applications	5.75%
Communication	5.75%
Education	5.75%
Graphic & Design networking & Servers	5.75%
Operating Systems Programing & Web Development	5.75%
Security	5.75%
Utilities	5.75%
Virtualization	5.75%
Anti-Virus	5.75%
File and Data Security	5.75%
Virus Protection	5.75%
Business Software	5.75%
Database Software	5.75%
Development Tools Education/Entertainment Software	5.75%
Gaming Software	5.75%
Graphics, Audio, Video Software	5.75%
Internet/Communications	5.75%
Networking	5.75%
Project Management /Storage Management	5.75%
System Management	5.75%
Identity Management	5.75%
Backup Disaster Recovery System BYOD	5.75%
Migration Enterprise Software	5.75%
Analytics Intelligence	5.75%
Automation	5.75%
Mobile Technology	5.75%
Software Development	5.75%
Workforce Software	5.75%



CONTRACT AMENDMENT # 16 EXTENSION # 10

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing LP
Contract Number:	99999-SPD-SPD0000060-0006
Contract Description:	Statewide Contract for Software
Contract Award Date:	August 24, 2012
Current Contract Term:	May 1, 2025 to April 30, 2026

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

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

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	May 1, 2026
End Date of New Contract Term:	May 31, 2026

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

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

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	 Ana Pitti (Apr 28, 2026 13:34:15 CDT)
Printed Name and Title of Person Signing:	Ana Pitti
Date:	04/28/2026
Company Address:	One Dell Way, Round Rock, Texas 78682

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Carrie Steele Deputy Commissioner State Purchasing Division
Date:	4/29/2026
Company Address:	200 Piedmont Avenue, S.E., Suite 1804, West Tower Atlanta, Georgia 30334-9010

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

19959
Federal Work Authorization User Identification Number

10/29/2007
Date of Authorization

Dell Inc
Name of Contractor

Name of Project

Name of Public Employer

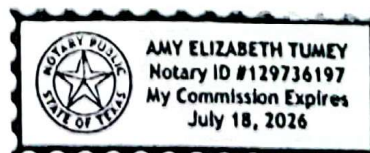
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July, 12, 2022 in Round Rock (city), TX (state).

D'Ann Autrey
Signature of Authorized Officer or Agent

D'Ann Autrey, Advisor HR Compliance
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12 DAY OF July, 2022.
Amy Elizabeth Tume
NOTARY PUBLIC



My Commission Expires: July 18, 2026



Program Signature Form

MBA/MBSA number

Agreement number

8718335

AMD000512809

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Product Selection Form	3219876.008_PSF
Enterprise Amendment	M97 - (73077485)
Enterprise Enrollment (Indirect)	X20-10637

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City of Alpharetta

Signature*


2DC5226B6FD44FB...

Printed First and Last Name*

Jim Gilvin

Printed Title

Mayor

Signature Date*

8/19/2026

Tax ID

** indicates required field*

Microsoft Affiliate

Microsoft Corporation

Signature

Printed First and Last Name

Printed Title

Signature Date

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

73077485

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

8512206

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Alpharetta
Contact name: First* Adam **Middle** **Last*** Montgomery
Contact email address* amontgomery@alpharetta.ga.us
Street address* 2 Park Plaza .
City* Alpharetta
State* GA
Postal code* 30009-2041-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 678-297-6035
Tax ID
Work or School (WSA) Account ID amontgomery@alpharetta.ga.us
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Adam **Middle** **Last*** Montgomery
Contact email address* amontgomery@alpharetta.ga.us
Street address* 2 Park Plaza .
City* Alpharetta
State* GA
Postal code* 30009-2041-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 678-297-6035
Work or School (WSA) Account ID amontgomery@alpharetta.ga.us
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* **Middle** **Last***
Contact email address*
Phone*
Work or School (WSA) Account ID
This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government ContractAdmin*
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>Jordan Ortiz</u> Printed name* Jordan Ortiz Printed title* Sr. Analyst Date* 7/29/2026
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e.** If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3219876.008

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	578	713	0.8	User Licenses
City Board and Commissioners	135	135	1.0	User Licenses
Total	713	848		

Products	Enterprise Quantity	City Board and Commissioners Quantity
Office 365 Plans		
O365 G1 GCC	-	135
Client Access License (CAL)		
Core CAL		
Bridge for Office 365	-	135
Microsoft 365 Enterprise		
M365 G5 GCC	20	-
M365 G3 GCC USL Unified	108	-
M365 G3 GCC FromSA Unified Renewal	450	-

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	578	713	578	578

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.	
Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	



Amendment to Contract Documents

Enrollment Number

AMD000512809

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
8S2-00003	Copilot Studio Legacy USL GCC Sub Per User	10	0
4ES-00001	EOA Exchange Online GCC Sub Per User	135	0
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	450	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	108	0
AAL-45735	M365 G5 GCC Sub Per User	20	0
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	2,500	0
U4S-00002	O365 G1 GCC Sub Per User	134	1
7MS-00001	Planner & Project P3 GCC Sub Per User	11	0
PF1-00002	Planner Plan 1 GCC Sub Per User	9	0
1O5-00001	Power Automate Premium GCC Sub Per User	1	0

SKU Number	SKU Description	Existing Quantity	Incremental quantities
DDJ-00001	Power BI Pro GCC Sub Per User	13	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	693	0
P3U-00001	Visio P2 GCC Sub Per User	180	0
YGD-00001	Copilot Studio GCC Sub (Messages)	1	0
EP2-24658	M365 Copilot GCC Sub Add-on	25	75
AAA-12414	CCAL Bridge O365 Sub Per User	0	135

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice) (WWW)(ENG)(Dec2025)(IU).docx"	M97	Line
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Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Alpharetta
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	8512206	X	X



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Quote No.	3000205306351.1	Sales Rep	Andrea Anderson
Total	\$372,391.27	Phone	512-720-3027
Customer #	105334299	Email	Andrea.Anderson1@Dell.com
Quoted On	Jul. 29, 2026	Billing To	ADAM MONTGOMERY
Expires by	Sep. 01, 2026		GA-L CITY OF ALPHARETTA
Contract Name	Georgia Software Contract		2 PARK PLZ
Contract Code	C000000181026		ALPHARETTA, GA 30009-3680
Customer Agreement #	SPD-SPD0000060-0006		

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Regards,
Andrea Anderson

Shipping Group

Shipping To	Shipping Method
ADAM MONTGOMERY GA-L CITY OF ALPHARETTA TWO SOUTH MAIN ST ALPHARETTA, GA 30004 (673) 297-6053	Standard Delivery

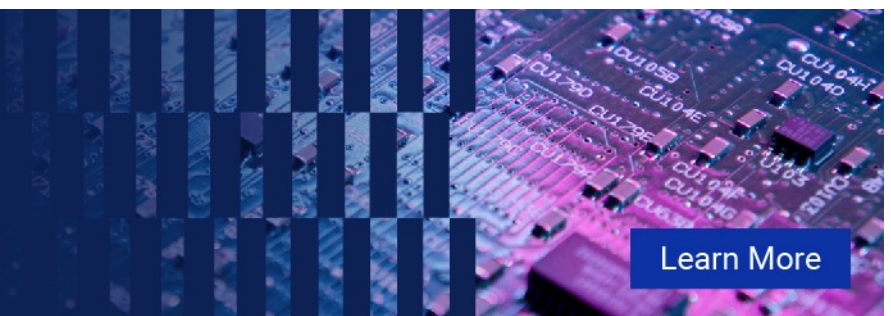
	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	2	\$1,103.00	\$2,206.00
2. VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA ALL LANGUAGES	1	\$315.88	\$315.88
3. VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	6	\$2,544.00	\$15,264.00
4. VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	15	\$663.50	\$9,952.50
5. VLA ENTERPRISE SYSTRSTD CORE ALNG SA MVL 2LIC CORELIC	8	\$20.25	\$162.00

6. VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES	100	\$26.75	\$2,675.00
7. VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	118	\$142.50	\$16,815.00
8. VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	160	\$21.88	\$3,500.80
9. VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	450	\$364.62	\$164,079.00
10. VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	108	\$429.00	\$46,332.00
11. VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR	20	\$660.00	\$13,200.00
12. VLA ENTERPRISE CORECAL BRIDGE OFF365 SUBLIC PER USR ALL LNG	135	\$20.62	\$2,783.70
13. VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	135	\$110.00	\$14,850.00
14. VLA ENTERPRISE COPILOT STUDIO LEGACY USL GCC SUB PER USER	10	\$0.00	\$0.00
15. VLA ENTERPRISE M365 COPILOT GCC SUB ADD-ON	100	\$375.00	\$37,500.00
16. VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	180	\$140.25	\$25,245.00
17. VLA ENTERPRISE COPILOT STUDIO GCC SUB (MESSAGES)	1	\$2,500.00	\$2,500.00
18. VLA ENTERPRISE EXCHANGE ONLINE ARCHIVE G SHRDSVR PER USER SUBLIC ALL LANGS	135	\$29.00	\$3,915.00
19. VLA ENTERPRISE O365XTRAFILESTRGGCC SHRDSVR ALNG SUBSVL MVL ADDON XTRASTRG1GB	2500	\$2.25	\$5,625.00
20. VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	11	\$280.50	\$3,085.50
21. VLA ENTERPRISE PROJECT P1 GCC SUB PER USER	9	\$93.50	\$841.50
22. VLA ENTERPRISE PWRATMTPERUSRRPAPLNGCC SHRDSVR ALNG SUBSVL MVL PERUSER	1	\$165.00	\$165.00
23. VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL	13	\$106.03	\$1,378.39
24. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	693	\$0.00	\$0.00
		Subtotal:	\$372,391.27
		Shipping:	\$0.00
		Non-Taxable Amount:	\$372,391.27
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$372,391.27

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Shipping Group Details

Shipping To

ADAM MONTGOMERY
GA-L CITY OF ALPHARETTA
TWO SOUTH MAIN ST
ALPHARETTA, GA 30004
(673) 297-6053

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
MICROSOFT SLG EA 6.0 - TBD JLO			
1. VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	2	\$1,103.00	\$2,206.00
SKU: AD916230	MFG Part #: MX3-00117	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
2. VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA ALL LANGUAGES	1	\$315.88	\$315.88
SKU: AD916231	MFG Part #: 77D-00111	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
3. VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	6	\$2,544.00	\$15,264.00
SKU: AD916232	MFG Part #: 7JQ-00343	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
4. VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	15	\$663.50	\$9,952.50
SKU: AD916233	MFG Part #: 7NQ-00292	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
5. VLA ENTERPRISE SYSCTRSTDCORE ALNG SA MVL 2LIC CORELIC	8	\$20.25	\$162.00
SKU: AD916234	MFG Part #: 9EN-00198	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
6. VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES	100	\$26.75	\$2,675.00
SKU: AD916235	MFG Part #: 6VC-01254	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
7. VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	118	\$142.50	\$16,815.00
SKU: AD916236	MFG Part #: 9EA-00278	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
8. VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	160	\$21.88	\$3,500.80
SKU: AD916237	MFG Part #: 9EM-00270	OLS Purchase Type:	
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029	
9. VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	450	\$364.62	\$164,079.00

SKU: AD916238		MFG Part #: AAD-34700		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
10. VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR				108	\$429.00	\$46,332.00
SKU: AD916239		MFG Part #: AAD-34704		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
11. VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR				20	\$660.00	\$13,200.00
SKU: AD916240		MFG Part #: AAL-45735		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
12. VLA ENTERPRISE CORECAL BRIDGE OFF365 SUBLIC PER USR ALL LNG				135	\$20.62	\$2,783.70
SKU: AD916241		MFG Part #: AAA-12414		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
13. VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS				135	\$110.00	\$14,850.00
SKU: AD916242		MFG Part #: U4S-00002		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
14. VLA ENTERPRISE COPILOT STUDIO LEGACY USL GCC SUB PER USER				10	\$0.00	\$0.00
SKU: AD916243		MFG Part #: 8S2-00003		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
15. VLA ENTERPRISE M365 COPILOT GCC SUB ADD-ON				100	\$375.00	\$37,500.00
SKU: AD916244		MFG Part #: EP2-24658		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
16. VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR				180	\$140.25	\$25,245.00
SKU: AD916245		MFG Part #: P3U-00001		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
17. VLA ENTERPRISE COPILOT STUDIO GCC SUB (MESSAGES)				1	\$2,500.00	\$2,500.00
SKU: AD916246		MFG Part #: YGD-00001		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
18. VLA ENTERPRISE EXCHANGE ONLINE ARCHIVE G SHRDSVR PER USER SUBLIC ALL LANGS				135	\$29.00	\$3,915.00
SKU: AD916247		MFG Part #: 4ES-00001		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
19. VLA ENTERPRISE O365XTRAFILESTRGGCC SHRDSVR ALNG SUBSVL MVL ADDON XTRASTRG1GB				2500	\$2.25	\$5,625.00
SKU: AD916248		MFG Part #: M9T-00002		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		
20. VLA ENTERPRISE PROJECT P3 GCC SUB PER USER				11	\$280.50	\$3,085.50
SKU: AD916249		MFG Part #: 7MS-00001		OLS Purchase Type:		
Current Duration: 12		Total Duration: 48		Maint. End Date: Aug. 31, 2029		

21. VLA ENTERPRISE PROJECT P1 GCC SUB PER USER		9	\$93.50	\$841.50
SKU: AD916250	MFG Part #: PF1-00002	OLS Purchase Type:		
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029		
22. VLA ENTERPRISE PWRATMTPERUSRRPAPLNGCC SHRDSVR ALNG SUBSVL MVL PERUSER		1	\$165.00	\$165.00
SKU: AD916251	MFG Part #: 1O5-00001	OLS Purchase Type:		
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029		
23. VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL		13	\$106.03	\$1,378.39
SKU: AD916252	MFG Part #: DDJ-00001	OLS Purchase Type:		
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029		
24. VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB		693	\$0.00	\$0.00
SKU: AD916253	MFG Part #: NYH-00001	OLS Purchase Type:		
Current Duration: 12	Total Duration: 48	Maint. End Date: Aug. 31, 2029		

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



STAFF REPORT

Department: Police
Submitted By: Stephanie Cochran
Meeting Date: September 14, 2026

AGENDA ITEM:

Speed Reduction Recommendation on Canton Street - North of Milton Avenue

Consideration of a motion to reduce the speed limit on Canton Street - North of Milton Avenue - from 30 miles per hour to 25 miles per hour and petition the Georgia Department of Transportation to approve the same.

STAFF RECOMMENDATION:

The City Staff recommends reducing the posted speed limit on Canton Street, north of Milton Avenue and south of Mayfield Road from 30 mph to 25 mph as a reasonable traffic-safety measure.

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: THERE IS NO FISCAL IMPACT FOR THIS ITEM.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

Based on multiple citizen complaints of speeding violations, Public Works executed a speed analysis which supports reducing the posted speed limit on Canton Street from 30 mph to 25 mph as a reasonable traffic-safety measure. North of Lily Garden Place, the 85th-percentile speed ranged from 30 to 32 mph northbound and 29–31 mph southbound, with northbound traffic consistently operating at or slightly above the existing 30-mph limit. The data also documented recurring higher-speed vehicles, including vehicles traveling in the 45–49, 50–54, and 55–59 mph ranges. The concern is more pronounced south of Lily Garden Place, where the northbound 85th-percentile speed ranged from 34 to 37 mph, with multiple vehicles recorded traveling between 50–59 mph. These findings are particularly significant given the roadway's substantial traffic volume, which ranged from approximately 5,100 to more than 10,300 vehicles per 24-hour period during the study. While the majority of motorists are traveling near the existing speed limit, the data demonstrates a recurring pattern of vehicles operating at significantly higher speeds, particularly in the northbound direction.

The current 30-mph speed limit also presents an enforcement challenge because it provides relatively little enforcement margin when the majority of traffic is operating near or slightly above that threshold. Reducing the limit to 25 mph would establish a more appropriate operating expectation and provide a more meaningful threshold for targeted speed enforcement. Additionally, Canton Street is the only one of the four primary roadways approaching this downtown intersection that is currently posted at 30 mph; the other three approaches are already posted at 25 mph. Reducing Canton Street to 25 mph would therefore create consistency among all

four approaches to the downtown intersection and establish a uniform speed expectation for motorists entering this area. Considering the documented operating speeds, significant traffic volume, recurring high-speed vehicles, enforcement considerations, and the existing 25-mph limits on the other three approaches, reducing Canton Street from 30 mph to 25 mph is a reasonable and defensible safety recommendation.

We are seeking Council support prior to sending the request to the Georgia Department of Transportation.

ALTERNATIVES:

Council could not approve the proposed speed limit reduction.

ATTACHMENTS:

1. Canton St_Speed Data Summary_Aug 2026

	Northbou
	Number of Vehicles in 24 Hours
Tuesday, August 11, 2026	4367
Wednesday, August 12, 2026	4843
Thursday, August 13, 2026	4724
Friday, August 14, 2026	5381
Saturday, August 15, 2026	3741
Sunday, August 16, 2026	2672
Monday, August 17, 2026	4373

	Northbou
	Number of Vehicles in 24 Hours
Tuesday, August 11, 2026	4360
Wednesday, August 12, 2026	4855
Thursday, August 13, 2026	4703
Friday, August 14, 2026	5424
Saturday, August 15, 2026	3760
Sunday, August 16, 2026	2691
Monday, August 17, 2026	4420

und	
85th Percentile Speed	Highest Speed Range
30 MPH	3 vehicles 45-49 MPH
31 MPH	1 vehicle 45-49 MPH
31 MPH	2 vehicles 50-54 MPH
30 MPH	1 vehicle 45-49 MPH
31 MPH	19 vehicles 40-44 MPH
32 MPH	1 vehicle 55-59 MPH
32 MPH	2 vehicles 50-54 MPH

und	
85th Percentile Speed	Highest Speed Range
34	1 vehicle 55-59 MPH
35	2 vehicles 55-59 MPH
34	2 vehicles 55-59 MPH
34	11 vehicles 45-49 MPH
35	3 vehicles 50-54 MPH
37	6 vehicles 50-54 MPH
35	5 vehicles 50-54 MPH

Canton Street- north of Lily Garden Pl

Southbound	
Number of Vehicles in 24 Hours	85th Percentile Speed
4797	29
4840	29
4886	29
4966	29
3416	29
2467	31
4125	29

Canton Street- south of Lily Garden Pl

Southbound	
Number of Vehicles in 24 Hours	85th Percentile Speed
4683	29
4760	29
4817	29
4904	29
3408	30
2507	32
4104	30

	Total
Highest Speed Range	Number of Vehicles in 24 Hours
2 vehicles 40-44 MPH	9164
1 vehicle 40-44 MPH	9683
4 vehicles 40-44 MPH	9610
5 vehicles 40-44 MPH	10347
1 vehicle 45-49 MPH	7157
1 vehicle 50-54 MPH	5139
6 vehicles 40-44 MPH	8498

	Total
Highest Speed Range	Number of Vehicles in 24 Hours
6 vehicles 40-44 MPH	9043
3 vehicles 40-44 MPH	9615
10 vehicles 40-44 MPH	9520
1 vehicle 50-54 MPH	10328
2 vehicles 45-49 MPH	7168
3 vehicle 45-49 MPH	5198
11 vehicles 40-44 MPH	8524



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: September 14, 2026

AGENDA ITEM:

Agreement: Points of Light, Lowe's Community Impact Grant Partners

Consideration and approval of an agreement between Points of Light (Lowe's Community Impact Grant Partners) and the City of Alpharetta for the award of grant funds in the amount of \$300,000, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Consideration and approval of an agreement with Points of Light, Lowe's Community Impact Grant Partners for the award of grant funds in the amount of \$300,000, and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$631,055 (EST.) COST FOR HOUSE RENOVATION BUILDOUT WITH \$300,000 FUNDED THROUGH THE LOWE'S COMMUNITY IMPACT GRANT PARTNERS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Lowes Points of Light Grant (34061150-541500-G2702)	\$300,000
Fundraising (Mr. and Mrs. Tieken; account TBD upon receipt)	\$150,000
Food Well Grant (34061150-541500-C2248)	\$69,686
Food Well Grant Match (30161150-541500-C2248)	\$69,686
Fundraising (30161150-541500-C1929)	\$24,943
Fundraising (22061150-541300-C2617)	\$16,740

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Lowes Points of Light Grant (34061150-371000-G2702)	\$300,000
Fundraising (Mr. and Mrs. Tieken; account TBD upon receipt)	\$150,000
Food Well Grant (34061150-371000-C2248)	\$69,686
-	\$0
Fundraising (30161150-371000-C1929)	\$24,943
Fundraising (22061150-371000-C2617)	\$16,740

ITEM DESCRIPTION:

Overview of Community Agriculture and Sustainability Program

The Alpharetta Community Agriculture Program models and inspires the stewardship of natural resources through sustainable practices while connecting the community through growing food and nature-based education. We create hands-on opportunities for residents to grow, prepare, preserve, and share healthy food while building practical skills, stronger community connections, and a more resilient local food system.

Old Rucker Farm is the physical hub of Alpharetta's Community Agriculture Program and a working community farm

where residents can see food being grown using sustainable practices. The farm includes production areas, educational growing spaces, community garden plots, an orchard, pollinator habitats, an apiary, chicken coop, and outdoor learning areas. Approximately 95% of the harvest from our production areas is donated to North Fulton Community Charities.

The Alpharetta Community Agriculture Program provides year-round opportunities for residents to grow food, learn practical food-system skills, and connect with local agriculture. Old Rucker Farm offers programs that help residents grow food at home and at the farm, including seasonal seeds and transplants and hands-on growing education.

Overview of house conversion to Educational Center

The Community Agriculture & Sustainability Division has applied for the Lowe's Community Impact Grant annually for the past 4 years. It is with great celebration that in the fifth year, the City's Community Agriculture Program has been awarded \$300,000 to complete the renovation of the house at Old Rucker Farm into an Educational Facility. Currently, the house at Old Rucker Farm consists of three bedrooms, one bathroom, and a basement. The renovation will transform the existing residential interior footprint into an open floor plan setting, including: complete replacement of flooring, updating wiring, and converting the kitchen to a teaching kitchen. Improvements will also be made to the existing bathroom so that the current porta potties onsite will no longer be needed (unless special events require additional bathrooms).

There is no match requirement for this grant but the proceeds must be spent on or before March 1, 2027.

The house at Old Rucker Farm will be transformed into an Agriculture & Sustainability Education Center. The renovated farmhouse will provide a permanent indoor space for community learning, with a teaching kitchen designed for hands-on, healthy cooking, food preparation and preservation classes. Together, the farm and farmhouse will create a "seed-to-table" learning environment where participants can grow food, harvest it, prepare it, preserve it and understand how those skills contribute to a healthier and more resilient community.

Overview of funds raised from Lowe's, Tiekens, FWA and Fundraising

After receiving the Lowe's Community Impact Grant, the Old Rucker Farm will have generated \$631,055 towards the house renovation project. The house renovation project is primarily funded through grant proceeds (including match funding by the City in the case of Food Well) and fundraising proceeds, with the intent that the house renovation scope will be constrained by these funding levels. Below is a summary of all funds raised.

Lowe's Community Impact Grant: \$300,000

Gift by Mr. and Mrs. Tieken: \$150,000

Food Well Alliance Grant and Capital Funds: \$139,372

Community Fundraising for House Renovation: \$41,683

TOTAL AMOUNT RAISED FOR PROJECT: \$631,055

Contract approval for buildout of the house renovation project will come before the City Council for approval at a later date.

There is no funding set aside in the FY 2027 Budget for operational program expansion, if any, related to usage of the renovated house facility.

ALTERNATIVES:

There is only one alternative:

1. Do not approve receiving the grant funding and continue to raise money to renovate the house at Rucker Road Farm.

ATTACHMENTS:

1. Lowe's Community Impact Grant Agreement
2. Rucker House Plan
3. House
4. Overhead 1
5. Overhead 2
6. Overhead 3

Lowe's Community Impact Grant Program
Grant Recipient Documents and Agreement
Administered by Points of Light

Submission Checklist

Upon returning this agreement, please confirm that you have submitted the following documents to Points of Light. Failure to provide the signed agreement with requested documentation may result in a forfeiture of eligibility for the Lowe's Community Impact Grant Program.

Required Documents:

- Completed IRS Form W9 (Required)
- Two Certificates of Insurance (COI) with policy limits listed in Section H.6. of the Grant Agreement *Points of Light Foundation* and *Lowe's Company and its subsidiaries* as additional insured (Required)
- Bank Verification Letter (Required)

Please obtain a bank verification letter from your financial institution. The letter should be on bank letterhead with a signature from the banking representative/relationship manager. The letter must include the following information:

- Your Organization Name
- Your Organization Address
- Account Number
- ACH Direct Deposit Routing Number (9 Digits)
- Bank Name
- Bank Address
- Bank verification letter must be dated with the last ninety (90) days

Lowe's Community Impact Grant Program

Administered by Points of Light

This Grant Agreement (the "Agreement") is entered into by and between Points of Light Foundation d/b/a Points of Light, a Delaware non-for-profit corporation ("Points of Light"), and the Grant Recipient as set forth below ("Grant Recipient") as of August 26, 2026 ("Effective Date").

A. GRANT DETAILS

Points of Light shall provide funding in the amount and to the Recipient as specified below to support Grant Recipient's implementation of its proposed Community Improvement Project (the "Grant").

ORGANIZATION NAME	City of Alpharetta		
CONTACT NAME	Amanda Musilli		
CONTACT EMAIL	amusilli@alpharetta.ga.us	PHONE	404-314-1245
ORGANIZATION ADDRESS	2 Park Plaza, Alpharetta, GA 30009		
GRANT AMOUNT	\$300,000		

B. GRANT PERIOD

The Agreement is in full force and effect from the Effective Date through March 1, 2027 (the "Term").

C. GRANT REQUIREMENTS

- Grant Recipient confirms eligibility as a 501(c)(3) organization, tax-exempt school, or government entity, and as further specified in the Lowe's Community Impact Grant Program Terms and Conditions set forth at <https://www.pointsoflight.org/lowescommunitygrantsrules/>
- Where Grant Recipient is receiving funds and managing the project on behalf of a third-party beneficiary that was nominated and vetted for the Grant ("Benefitting Organization"), Grant Recipient warrants it has executed an agreement with the Benefitting Organization authorizing Grant Recipient to accept funds and oversee performance of the Grant. Grant Recipient acknowledges that it will be required to provide a copy of such agreement to Points of Light or Lowe's upon request.
- Any material changes to the Community Improvement Project must be communicated in advance to Points of Light (LowesCommunityImpact26@pointsoflight.org) and approved in writing (via email) by Points of Light; provided, however, that any changes to the scope of the Grant or the completion date of the Community Improvement Project shall require an amendment in writing signed by both parties.

D. LOWE'S PROJECT REQUIREMENTS

Grant Recipient agrees to do the following:

- Implement the Community Improvement Project further described in Exhibit A (the "Project Plan") and to complete the Community Improvement Project on or before March 1, 2027.
- Keep Grant Recipient's status of being awarded a Grant confidential until such time as Lowe's elects to announce such award, provided, however, that a Grant Recipient may provide information to third parties if Grant Recipient determines, in its reasonable discretion, such third party needs to know such information in order for the Community Impact Project to proceed and such third party agrees to keep any and all shared information confidential until such time that Lowe's elects to announce Grant Recipient's award.
- Engage with the Points of Light project contact and Lowe's Store Captain to execute the Community Impact Day as provided for in Exhibit A, by: (i) establishing a regular meeting and/or update cadence in the weeks leading up to the Community Impact Day; and (ii) coordinating with Lowe's Store Captains on the Community Impact Day.
- When feasible and within budget and project timeline, working in partnership with the Lowe's Store Captain, consider

in good faith: (i) Lowe’s for products and supplies, and (ii) Lowe’s third-party installers for professional contract work related to the Community Improvement Project.

- 5. Ensure there is no visible branding from Lowe’s Competitors at project site (For purposes of this Agreement, “Competitors” shall include the following by way of illustration, not limitation: The Home Depot, Menards, Amazon, Best Buy, Sears, Ace Hardware, True Value, Tractor Supply, and Floor & Décor) and no branding conflicts with the Lowe’s brand, and any of the products and services which Lowe’s sells when Lowe’s is capturing content related to the project (e.g. Home Depot branded buckets, any branded paint or tools that cannot be purchased from Lowe’s, etc.).
- 6. Provide project status updates to Points of Light upon request; any delays to the agreed-upon project schedule must be immediately communicated to Points of Light in writing via email.
- 7. For reporting purposes: (i) watch a brief (less than 30 minutes) recorded training video outlining the reporting process with True Impact; (ii) complete a forecast Social Impact Report directly on the True Impact platform at the mid-point of the Community Improvement Project (based on planned end point, or when first disbursement of the Grant has been completely allocated) and no later than November 14, 2026; (iii) respond to Lowe’s feedback on the Social Impact Report in a timely manner; (iv) update the forecast Social Impact Report within one (1) week of the completion of the Community Improvement Project and no later than December 22, 2026 in order to receive the final Grant disbursement. The requirements of this Section D.7 shall survive the termination of this Agreement.
- 8. Grant Lowe’s and its affiliates the right to use the Grant Recipient’s name and/or logo to advertise and promote Lowe’s relationship with the Grant Recipient in conjunction with Program and to permit Lowe’s to feature the project and representatives of the project in any future media opportunities.
- 9. Provide and ensure physical access to the site for construction/project improvement for the purposes of taking photographs or video at a time to be mutually agreed upon by the parties.
- 10. Direct all media inquiries to the Lowe’s Public Relations team: publicrelations@lowes.com and use best efforts to identify beneficiaries of the Grant who are willing to participate in Lowe’s media efforts to tell the story of the impact such Grant has on such beneficiary.
- 11. Follow all applicable laws, as well as recommended and mandatory guidelines, regulations, orders, or ordinances in place from CDC, state or local municipalities.
- 12. Agree (i) to be bound by the Lowe’s Community Impact Grant Program Terms and Conditions set forth <https://www.pointsoflight.org/lowescommunitygrantsrules/> (“Terms and Conditions”), including Submission (as defined in the Terms and Conditions) requirements; (ii) to waive any rights to claim ambiguity with respect to the Terms and Conditions; (iii) to waive all of its rights to bring any claim, action or proceeding against any of the Released Parties (as defined in the Terms and Conditions) in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Lowe’s Community Impact Grant Program, including, but not limited to, any program-related activity or element thereof, and the Nominator’s Submission (as defined in Program Terms and Conditions), participation or inability to participate in the Lowe’s Community Impact Grant Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator (as defined in the Terms and Conditions).

E. BUDGET

Project costs should be managed within the budget. Points of Light will not reimburse Grant Recipient for costs in excess of the budget unless the parties agree otherwise and signed in writing.

Project Budget (For supplies, materials, vendors, skilled contractors, permitting and	\$300,000
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other project related costs)	
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F. RELEASE OF GRANT FUNDS

Grant Recipient will invoice Points of Light for release of grant funds according to the schedule below, and Points of Light will make payment by ACH within fifteen (15) days of receipt of Grant Recipient's invoice. Grant Recipient is responsible for ensuring Points of Light has current payment information on file (signed W-9 and ACH payment instructions). Grant Recipient will be solely responsible for payment of all taxes that may be due to any federal, state, or local taxing authority as the result of funds paid to Grant Recipient under this Agreement.

Invoice No.	Timing	Amount	Scope Covered
1	Upon execution of this agreement and submission of required paperwork (August or September 2026 expected)	\$150,000	50% of project total budget
2	Upon Submission of Mid-term reporting, including receipts to date (October or November 2026, expected)	\$90,000	30% of project total budget
3	Upon completion of project and Post-Project Report (March 2027, expected)	\$60,000	20% of project total budget

G. USE OF FUNDS

The Grant Recipient agrees to expend the entire Grant Amount for the project described in the Project Plan, which may include operations or personnel expenses as required to carry out the grant activities. Grant Recipient agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistently with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete after March 1, 2027 as determined by Points of Light in its sole discretion. Additionally, Grant Recipient agrees to return any portions of grant funds not expended during the Term and detailed on the post-grant report. In the event that the Grant Recipient fails to submit the post-grant report within one (1) week of completion of the Community Improvement Project Grant and no later than March 15, 2027, Recipient agrees to forfeit final disbursement.

H. TERMS AND CONDITIONS

1. Relationship. The relationship between the parties is that of grantor and grantee for the limited purposes as set forth herein; the parties should not be treated as partners or agents of each other, nor as entering into a joint venture arrangement with each other.
2. No Assignment. Grant Recipient may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without Points of Light's prior written consent.
3. Termination. Points of Light may terminate the Agreement immediately for cause upon notice of material breach and failure of Grant Recipient to remedy the breach within 30 days of receipt of notice. Additionally, Points of Light may terminate immediately due to conduct on the part of Grant Recipient that reasonably could be expected to injure Points of Light's or Lowe's reputation or public standing or otherwise bring disrepute to Points of Light or Lowe's.
4. Compliance. Grant Recipient agrees to comply with applicable local, state, and federal law in performance of the Grant Activities. Specifically, Grant Recipient will comply with all applicable requirements of the Patriot Act and related laws in its use of the funds provided under this Agreement. (Grant Recipient is referred to U.S. Department of the Treasury's "Anti-Terrorist Financing Guidelines: Voluntary Best Practices for U.S.-based Charities" which

provides further information to assist Grant Recipient in fulfilling its obligation under this paragraph.)

5. Indemnification. To the fullest extent permitted by law, Grant Recipient agrees to indemnify and hold Points of Light harmless from and against any and all claims, losses, demands causes of action, damages, or expenses, including
without limitation, reasonable attorney fees, arising out of or resulting from performance under this Agreement, any employees or agents of Grant Recipient, or anyone for whose acts they may be liable, regardless of whether such claim, demand, loss, cause of action, damage or expense, is caused in part by Points of Light. The indemnification provided herein shall survive the termination of this Agreement.
6. Insurance. Grant Recipients must maintain the following coverage: ((i) a general liability insurance policy no less than USD \$500,000 per occurrence and USD \$500,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD \$1,000,000 per occurrence and USD \$1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD \$300,000; (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to five thousand dollars (\$5,000) of the Grant to satisfy the insurance requirements of this Section H.6. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance. Notwithstanding the above, in the event that Grant Recipient maintains a general liability policy in the amount of USD \$2,000,000 in aggregate and hired and non-owned auto liability coverage of USD \$1,000,000, Grant Recipient is not required to comply with subsection (ii) regarding umbrella or excess liability coverage.
7. Infectious Diseases. Grant Recipient agrees to put in place pertinent preventative measures, according to state and local government requirements and protocols to reduce the spread of infectious diseases during in-person events; however, Grant Recipient acknowledges Grant Recipient's participants may become infected with diseases despite preventative measures. Further, participating in the Program could increase the participants' risk of contracting an infectious disease.

By signing this Agreement, Grant Recipient acknowledges the contagious nature of infectious diseases and voluntarily assumes the risk that Grant Recipient's employees, agents, volunteers, and other Program participants may be exposed to or infected by diseases by participation in the Program, and such exposure or infection may result in personal injury, illness, permanent disability, and death. Grant Recipient understands that the risk of becoming exposed to or infected by diseases as a result of participation in the Grant may result from the actions, omissions, or negligence of Grant Recipient and others, including, but not limited to, Points of Light and Lowe's employees, volunteers, and program participants and their families.

Grant Recipient voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury Grant Recipient or the undersigned may experience or incur in connection with Grant Recipient's participation. Grant Recipient hereby releases, covenants not to sue, discharges, and holds harmless Points of Light and Lowe's from all claims related to injury from infectious diseases ("Claims"). Grant Recipient understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of Points of Light, Lowe's, its employees, volunteers, officers, directors, agents, contractors, insurers, representatives, affiliates, partners, successors and assigns, whether an infection occurs before, during, or after participation in the Program.

In addition to the foregoing releases and waivers, Grant Recipient shall indemnify, defend, and hold harmless Points of Light, Lowe's, and their members, officers, directors, employees, agents, successors, and assigns (each, an "Indemnified Party"), from and against any and all losses, including liabilities, costs, charges, judgments, claims, damages, penalties, fines, and expenses (including reasonable attorneys' fees and expenses and costs of investigation and arbitration or litigation) arising out of or in connection with any third party claim, suit, action, or proceeding (each, a "Third-Party Claim") relating to Points of Light or Lowe's exercise of the rights granted under

this Section.

8. **Limitation of Liability.** In no event shall Points of Light be liable to Grant Recipient under this Agreement for any indirect, incidental, special, exemplary, or consequential damages, including damages for lost profits. The parties agree Points of Light's liability for claims arising under this Agreement shall not exceed the Grant Amount. In no event shall Grant Recipient assert a claim or cause of action against Points of Light for more than two (2) years after such claim or cause of action accrued.
9. **Law and Venue.** This contract should be interpreted under the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof, with any legal proceedings arising out of this Agreement to be brought before a court of competent jurisdiction sitting in Atlanta, Georgia.
10. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing to Grant Recipient as provided under Grant Details, above, and to Points of Light as follows:
 Points of Light
 Attn: Contracts Administration
 101 Marietta Street, Suite 3100
 Atlanta, GA 30303
11. **Entire Agreement; Amendments.** This Agreement constitutes the sole understanding of the parties with respect to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. All amendments to this Agreement must be in writing and signed by both parties.
12. **Counterparts and Electronic Delivery.** This Agreement may be executed in counterparts and delivered in by facsimile or email; each counterpart shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

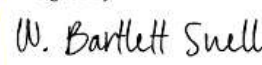
IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date first above written.

City of Alpharetta

Points of Light Foundation d/b/a Points of Light

Signed by:

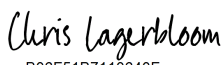
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Signed by:

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Name: Jim Gilvin
 Title: Mayor
 Date: 8/27/2026 | 6:54 AM PDT

Name: W. Bartlett Snell
 Title: CFAO
 Date: August 26, 2026

APPROVED AS TO CONTENT:

Signed by:

 By: B08F51B7110040F...
 Chris Lagerbloom, City Administrator
 Date: 9/11/2026

APPROVED AS TO FORM:

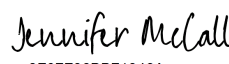
Signed by:

 By: 3F07F96B871340A...
 Jennifer McCall, City Attorney
 Date: 9/11/2026

EXHIBIT A PROJECT PLAN

Project Location: Old Rucker Farm, 900 Rucker Road, Alpharetta GA 30004

Project Title: City of Alpharetta - Community Agriculture Program

Project Description: The Lowe’s Community Impact Grant will help the benefiting organization renovate the farmhouse at Old Rucker Farm into a Community Education Center. Work may include site preparation and interior demolition; flooring replacement; painting and wall repairs; electrical, plumbing, mechanical, HVAC, and structural upgrades; restroom renovations; accessibility and entryway improvements; and converting the existing kitchen into a teaching kitchen. Grant funds may be used for materials, labor, contractor costs, demolition, waste removal, site preparation, permits, professional services, furnishings, fixtures, appliances, food-safe work surfaces, cabinetry, electrical work, plumbing work, mechanical work, structural work, and other approved project expenses necessary to complete the renovation. Grant funds remaining at the end of the project may be used to purchase storage, fixtures, kitchen supplies, small appliances, furniture, signage, or other non-tech-related items that beautify, enhance, improve safety, increase accessibility, or make the renovated space more functional.

Project Goals/Parameters

- Grant Recipient will provide full project delivery services for the 2026 in the Lowe’s Community Impact Grant Program market(s) listed above;
- Grant Recipient will manage a project(s) that has been identified in the project description above in accordance with the Lowe’s Community Impact Grant Program contest and approved by Lowe’s;
- Grant Recipient (if different from the Benefitting organization) along with the Benefitting organization(s) will create a full project plan and timeline to complete the Community Improvement project on or before December 15, 2026;
- Grant Recipient must plan and manage volunteering activities for “Red Vest Days” or “Community Impact Days” with their local Lowe’s Store Captain that can include Lowe’s store associates’ participation (as well as community volunteers, if necessary); Red Vest Days or Community Impact Days must occur on a date(s) and time(s) agreed upon by Grant Recipient and local Lowe’s Store Captain; and
- Grant Recipient will manage the identification and coordination of skilled-contracted professional labor necessary to complete the project.

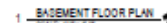
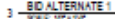
Delivery Requirements

These requirements are in addition to the Lowe’s Project Requirements as set forth in the Agreement.

- Grant Recipient must assign one designated Project Manager to serve as main point of contact for Points of Light, Lowe’s Store Captain and Benefitting Organization (as applicable);
- Grant Recipient may retain up to 15% of awarded grant amount to cover the staffing costs of the designated Project Manager (if needed); Lowe’s will not award additional funds to cover project management costs;
- Grant Recipient must use its own volunteer waivers, photo releases, and contracts; waivers must include terms requiring volunteers to release claims against Points of Light and Lowe’s;
- Grant Recipient must confirm and arrange for any required local permitting prior to starting the project;
- Projects can use community volunteers to complete (non-skilled labor) tasks;
- Project sites hosting Red Vest Days or Community Impact Days must follow infectious diseases safety protocol according to the Grant Recipient’s local ordinances and CDC recommendations.
- When applicable, Grant Recipient should use local community non-profit organization(s) to assist with planning and delivering projects to best meet the community’s needs;
- Grant Recipient agrees to display Lowe’s branded signage at project site for the duration of the project (signage to be provided by Lowe’s.)

Key Deadlines

- Official Public Announcement of Lowe's Hometowns Grantees: August 11, 2026
- Project Delivery Timing: September 7, 2026 – March 1, 2027
- Final Project Plan: Due prior to the start of the project. Template to be provided by Points of Light.
- Community Impact Days Run(s) of Show Due: One week prior to the scheduled Community Impact Day(s). Template to be provided by Points of Light.
- Reporting Deadlines
 - Project Progress Reporting: Regular check-ins with Points of Light upon request via email and/or phone for the duration of the project period.
 - Mid-Point Report: Due at the halfway point as provided for in Section D.7 of this Agreement.
 - Final Report: Due at the completion of the project as provided for in Section D.7 of this Agreement.

Page 398 of 405











STAFF REPORT

Department: City Clerk
Submitted By: Chris Lagerbloom
Meeting Date: September 14, 2026

AGENDA ITEM:

Natural Resources Commission Update

STAFF RECOMMENDATION:

This item is submitted as a work session topic for discussion only.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<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 Chair of the Natural Resources Commission asked for the opportunity to present to the City Council some of the current initiatives and activities of the commission.

There will be a brief presentation and opportunity for discussion.

ALTERNATIVES:

There are no alternatives.

ATTACHMENTS:

1. NATURAL RESOURCES COMMISSION Infographic

NATURAL RESOURCES COMMISSION

PAST WORK. FUTURE PLANS. A STRONGER, GREENER ALPHARETTA.

The NRC is committed to protecting the city's natural resources, educating our community, and building a greener, healthier Alpharetta.



RECENT EFFORTS



Bring One for the Chipper

Partnered with local groups and Public Works to collect and recycle over 750 Christmas trees.



Arbor Day Tree Planting

Planted trees at Innovation Academy for the past two years. At least 80 students helped plant and committed to maintain thriving oaks, elms, and a lone magnolia, adding to downtown's tree-lined streets.



'Nature Matters' Documentary Screening

Hosted a screening and Q&A with the director. Fifty people attended this timely discussion on the impact of nature and screen time on the next generation.



Daffodil Planting

Planted several hundred daffodils at the Rock Mill Park roundabout to brighten our city every spring.



Hometown Heroes

Visited elementary schools and put up a poster explaining why trees matter for all students.



Greening Public Spaces

Worked with Public Works' Terry Porter and ADP to install a multitude of plants along the Alpha Loop.



Earth Day at the Farmers' Market

Co-hosted a booth to share why Earth Day matters and how to preserve trees and grow a healthy yard.



Cleanups & Recycling Events

Assisted with river and park cleanups, hazardous waste collection, and recycling events. Over 400 people brought in recyclables and over 25,000 pounds of recyclable materials collected.



Learning & Awareness

All NRC members received copies of Vitamin N, a book dedicated to bringing nature into our cities and personal lives.



Positive Media Presence

Our efforts have been highlighted in The Herald, sharing what we have accomplished and what is next.

ANTICIPATED FUTURE EFFORTS



Nature Inspired Mural

Partner with Cultural Services and Arts Alpharetta to create a mural in the Webb Bridge Park tunnel. Anticipated completion in Fall 2026. Event will be held in community room at City Hall.



Speaker Series

Coordinate a new speaker series by partnering with the Georgia Forestry Service, Nurture Native Nature, and others to bring educational speakers to the Alpharetta community.



Nature Themed Art Show

Partner with a local elementary school to participate in an art show with an awards and ceremony. Art will be displayed at a location within the Alpharetta community.



Additional Planting

Plant more daffodils around town and more trees for Arbor Day.



Community Natural Awareness Award

Recognize homeowners, developers, businesses that preserve and protect the integrity of our natural resources.



Tree Canopy Study

A vital study comparing past and present tree canopy percentages is underway. Early findings indicate a notable decrease in downtown Alpharetta's tree canopy.

WHY NATURE MATTERS



Stronger Economy

A vital study comparing past and present tree canopy percentages is underway



Better Health & Well Being

Nature improves our physical and mental health and our overall quality of life



Inspires Creativity

Time in nature encourages creativity, curiosity, and lifelong learning



Protects Wildlife

Protecting pollinators and natural habitats keeps our ecosystem



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: September 14, 2026

AGENDA ITEM:

Discussion regarding an Alpharetta Rotary Winter Parade

STAFF RECOMMENDATION:

Discuss 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>
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EXTERNAL FUNDING SOURCES:

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

Mayor Pro Tem Merkel and Councilmember Hipes have requested a discussion regarding the possibility of a Winter Parade sponsored by the Alpharetta Rotary Club.

Pursuant to a previously adopted Resolution of the City Council, two members may place an item on any agenda for discussion and/or action.

After the discussion, staff is seeking direction regarding permitting.

ALTERNATIVES:

There are no alternatives.

ATTACHMENTS: