



CITY COUNCIL MEETING & PUBLIC HEARING FEBRUARY 10, 2025

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **2025 Arbor Day**
5. **CONSENT AGENDA**
 - A. **Annual Renewal: Title VI Policy Statement and Agreement**
Consideration of approval of the Title VI Policy Statement and Agreement and with authorization for the Mayor to execute all necessary documents.
 - B. **Ratification of Consent Order and Final Judgment: Kanth and Varudhini Parcel for Douglas Road Drainage Improvements**
Council ratification of Consent Order and Final Judgment (CAFN:24CV002607) in the total amount of \$10,000.00 regarding Tax Parcel ID 21-5702-1232-151-5 of the Douglas Road Drainage Improvements Projects (Owners: Pragathi Kanth and Divya Varudhini).
 - C. **Ratification of Consent Order and Final Judgment: Parcel 1 of Encore Greenway Park and Gateway Project**
Council ratification of Consent Order and Final Judgment (CAFN:24CV012913) in the total amount of \$128,180.00 regarding Parcel #1 of the Encore Greenway Park and Gateway Project (Owners: Blue Ventures, LLC).
 - D. **Ratification of Consent Order and Final Judgment: Parcel 5 of Webb Bridge Road Bike & Pedestrian Improvements Project**
Council ratification of Consent Order and Final Judgment (CAFN:2023CV379405) in the total amount of \$50,500.00 regarding Parcel #5 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Amir A. Shash and Zubeda Idris).
 - E. **Ratification of Consent Order and Final Judgment: Parcel 15 of Webb Bridge Road Bike & Pedestrian Improvements Project**
Council ratification of Consent Order and Final Judgment (CAFN:24CV005288) in the total amount of \$15,000.00 regarding Parcel #15 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Tina A. Smith).
 - F. **Quitclaim Deed and Permanent Easement: Old Milton Parkway Improvements - Parcel 5**
Consideration of approval of a Quitclaim Deed between the City of Alpharetta (Grantor) to the Georgia Department of Transportation (Grantee) conveying 958.055 square feet (0.022 acres) of fee simple right-of-way and approval of a Permanent Easement for the Construction and Maintenance of Slopes between the City of Alpharetta (Grantor) to the Georgia Department of Transportation (Grantee) conveying 9,270.381 square feet (0.213 acres) of permanent easement in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 12 -3110-0911-046-7 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.
 - G. **Quitclaim Deed: Old Milton Parkway Improvements - Parcel 7**
Consideration of approval of a Quitclaim Deed between the City of Alpharetta to the Georgia Department of Transportation conveying 0.030 acres (1,301.185 square feet) of fee simple right-of-way in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge

Road project for property interest in Tax Parcel # 11 -0020-0003-021-6 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

H. Quitclaim Deed: Old Milton Parkway Improvements - Parcel 8

Consideration of approval of a Quitclaim Deed between the City of Alpharetta to the Georgia Department of Transportation conveying 0.085 acres (3,684.377 square feet) of fee simple right-of-way in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 11 -0011-0002-022-6 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

I. Permanent Easement: Old Milton Parkway Improvements - Parcel 9

Consideration of approval of a Permanent Easement for the Construction and Maintenance of Slopes between the City of Alpharetta to the Georgia Department of Transportation conveying 8,663.752 square feet (0.199 acres) of permanent easement in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 11 -0020-0002-027-4 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

J. Letter Submission to Georgia Department of Transportation for Bonding Requirements

Consideration of approval of submission of an annual bonding requirement letter to the Georgia Department of Transportation for permitted projects within the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

6. WORK SESSION ITEMS

A. Article IX of The Code of the City of Alpharetta Massage and Spa Establishments

This item is for work session purposes only. This item will be presented to City Council by the City Attorney to discuss possible text amendments to the City's Massage and Spa Establishments Ordinance.

7. NEW BUSINESS

A. Ordinance: Fiscal Year 2025 Mid-Year Budget Amendment

FIRST READING

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2025 Budget for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

B. PH-25-02 Unified Development Code Text Amendments – Third Party Inspections and Plan Review

SECOND READING

The first reading of this item occurred during the January 27, 2025 City Council Meeting and Public Hearing.

Consideration of text amendments to Section 4.4 Development Permitting and Construction of Article IV of the Unified Development Code (UDC) to add regulations pertaining to third party inspections and plan review.

C. Reallocation of North Point Parkway TSPLOST Funds to Alpha Link Project

Consideration of approval of reallocation of North Point Parkway corridor TSPLOST funds to the Alpha Link project, development of a TSPLOST II Alpha Link Project, and authorization of the Mayor to execute all necessary documents.

D. Request For Proposals (RFP) 25-109: Public Safety Vehicle Upfitting

Consideration to award a contract for Request For Proposals 25-109 to Dana Safety Supply and Prologic for Public Safety vehicle upfitting and with authorization for the Mayor to execute all necessary documents.

E. Memorandum of Understanding: Home By Dark

Consideration of approval of a Memorandum of Understanding between the City of Alpharetta and Home By Dark to approve the City's Summer Concert Series with Home By Dark at Brooke Street

Park from April to September 2025 and with authorization for the Mayor to execute all necessary documents.

F. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 3

Consideration of adoption of a resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 12 -3110-0911-021-0 (Parcel Owners: Drew & Co.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

G. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 11

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 002000440175 (Parcel Owners: PSC Holdings-Alpharetta, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

H. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 13

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Parcel 13 (Parcel Owners: Camden Pond Condominium Association, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

I. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 14

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490985 (Parcel Owners: Marfam Enterprises, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

J. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 15

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490993 (Parcel Owners: 102-104 Greenwich Street Manhattan) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

K. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 20

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025000900401 (Parcel Owners: Wealth Migrate Medical 3 Holdings, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

L. Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 21

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025001210537 (Parcel Owners: Clock Tower Investments, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

8. PUBLIC COMMENT

9. REPORTS

10. EXECUTIVE SESSION (IF NECESSARY)

11. ADJOURNMENT



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
"Arbor Day 2025"**

- WHEREAS:** The first Arbor Day was celebrated in 1872 in Nebraska as a special day for planting trees and has grown to thousands of celebrations in communities across our nation each year; and
- WHEREAS:** Trees will be planted across the United States creating a lasting legacy for future generations; and where planted may that area be a source of joy and spiritual renewal; and
- WHEREAS:** Trees improve water quality, reduce the erosion of precious topsoil, increase property values, and economic vitality in business areas, provide shade, cleanse the air, create habitat for wildlife, and add beauty to communities; and
- WHEREAS:** Trees promote outdoor recreation which improves human health and well-being and reduces "Nature-Deficit Disorder" in children by encouraging more activity and connection to the natural world; and
- WHEREAS:** This year, we are excited to jointly celebrate with Innovation Academy, along with other community partners, families, and friends at our local Arbor Day ceremony on Friday, February 14th, to recognize the benefits of trees and urban forests; and
- WHEREAS:** All of Alpharetta benefits from trees and urban forestry, which contributes to the local economy and enjoyment of the outdoors.
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta, do hereby proclaim February 14, 2025 as "Arbor Day" in the City of Alpharetta and urge all citizens to plant trees to promote the well-being of present and future generations; and thus support our City's Beautification and Forestry Program for years to come.
- SO PROCLAIMED:** This 10th day of February 2025, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



STAFF REPORT

Department: Human Resources
Submitted By: Cris Randall
Meeting Date: February 10, 2025

AGENDA ITEM:

Annual Renewal: Title VI Policy Statement and Agreement

Consideration of approval of the Title VI Policy Statement and Agreement and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the Title VI Policy Statement and Agreement as presented 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: THERE ARE NO DIRECT FISCAL IMPACTS ASSOCIATED WITH THE REQUESTED ACTION; HOWEVER, NOT TAKING THE RECOMMENDED ACTION WOULD MAKE THE CITY INELIGIBLE FOR GDOT FUNDING PROGRAMS.

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:

Title VI of the Civil Rights Act of 1964 and related statutes prohibiting discrimination in federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance. The City of Alpharetta is committed to ensuring compliance with The Act as amended and all related regulations and directives.

As a recipient of federal funds administered by the Georgia Department of Transportation (GDOT), the City of Alpharetta is required to periodically re-adopt certain statements and assurances related to Title VI. Failure to readopt these statements and assurances would make the City ineligible for GDOT funding programs.

The Title VI statements and assurances as required by GDOT are consistent with the existing policies of the City of Alpharetta.

ALTERNATIVES:

Do not approve the Title VI Policy Statement and Agreement and forego applying for or receiving any federal funds administered by the Georgia Department of Transportation.

ATTACHMENTS:

1. Title VI Policy Statement
2. Title VI Nondiscrimination Agreement with Assurances
3. Title VI Policies and Procedures
4. Title VI Compliance Overview
5. Title VI Notice to the Public
6. Title VI Complaint Form



TITLE VI POLICY STATEMENT

The City of Alpharetta Mayor and Council is committed to the compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

The Title VI compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

Jim Gilvin, Mayor

Date

Donald Mitchell, Post I

Brian Will, Post II

Douglas J. DeRito, Post III

John Hipes, Post IV

Fergal M. Brady, Post V

Dan Merkel, Post VI

Approved As To Form
Molly Esswein, City Attorney

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation and

The City of Alpharetta, Georgia

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Alpharetta, hereinafter referred to as the “Recipient” assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient’s **(Name of person/division)** Human Resources Generalist, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Zimri Prendes

Name of Responsible Agency Official (Please Print)

Human Resources Generalist

Title

February 10, 2025

Date

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Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** City of Alpharetta has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Alpharetta Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Alpharetta, hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - ☐ List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

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5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, or national origin, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

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of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, or national origin)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.

- f) A statement of the complaint.
 - g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Mayor

Title

Date

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Title 49, Code of Federal Regulations, part 21 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Title 49, Code of Federal Regulations, part 21, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Title 49, Code of Federal Regulations, part 21 may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Title 49, Code of Federal Regulations, part 21 may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid Highways, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of Georgia all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the state of Georgia, its successors and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the state of Georgia will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter

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or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the STATE will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the STATE will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the STATE will there upon revert to and vest in and become the absolute property of the STATE and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, and national origin);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



TITLE VI NON- DISCRIMINATION POLICY

EFFECTIVE DATE: JULY 11, 2013
REVISED: February 05, 2024
REVISED: February 10, 2025

PURPOSE

The purpose of this policy is to articulate the City of Alpharetta's commitment to comply with all Non-Discrimination provisions pursuant to Title VI of the Civil Rights Act of 1964, as amended.

POLICY

The Alpharetta Mayor and Council is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

RESPONSIBILITIES

Under this policy the specific Title VI responsibilities are assigned to City departments and agencies as specified below:

The Title VI Compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities through the Title VI Compliance Officer. The Title VI Compliance Officer is responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations by developing and implementing a Title VI Plan, preparing annual Title VI accomplishments and goal

reports, creating compliant activity logs, maintaining effective informational materials and providing proactive supervision and guidance to departmental Title VI liaisons.

The Title VI Compliance Officer is responsible for maintaining and updating this policy as well as establishing and implementing discrimination complaint procedures associated with Title VI of the Civil Rights Act of 1964, as amended.

The Title VI Compliance Officer is responsible for ensuring that the required Title VI and Notice to the Public language is included in all solicitations and contracts; monitoring of projects; providing outreach to Disadvantaged Business Enterprises ("DBEs"); providing contractor/vendor/subcontractor training; and handling contractor/subcontractor complaints.

Grant Recipient Departments are responsible for designating a Title VI Liaison. The Title VI Liaison's responsibilities include but are not limited to the following:

1. Ensuring compliance, program monitoring, reporting and education within their respective programs;
2. Attending regularly scheduled meetings with the Title VI Compliance Officer to discuss issues regarding program implementation and compliance monitoring within the City of Alpharetta;
3. Assisting the Title VI Compliance Officer with ensuring compliance, program monitoring, reporting and education within their respective Departments, as appropriate.

APPLICABILITY

This policy and procedure applies to all City departments and agencies, contractors, and elected officials.

TITLE VI COMPLIANCE

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

PURPOSE

The City of Alpharetta's complaint process covers complaints filed by an individual or group of individuals under Title VI of the Civil Rights Act of 1964 relating to any planning process, program, or activity administered by the City of Alpharetta. The process does not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private council.

DEFINITIONS

Title VI of the Civil Rights Act of 1964 states: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Complaint: Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived as an informal charge. A complaint is further defined as any written complaint by an individual or group seeking to remedy perceived discrimination by policies, practices or decisions, which have an adverse impact resulting in inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds.

RESPONSIBILITY

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer at the following:

City Administration: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6044

INTAKE AND PROCESSING

- Any City employee may receive a verbal or written communication of a concern and shall direct the complainant to report the concern directly to the City's designated Title VI Compliance Officer. Contact information is provided on the City's website.
- Complainants providing verbal notification will be contacted and asked to complete the Title VI Complaint Form to ensure the complaint is accurately documented in the complainant's own words.
- All complaints will be assigned a tracking number upon completion of the complaint form
- Investigation, Determination and Recommendation
- The Title VI Officer, in consultation with the affected department, will conduct an investigation inclusive of the following steps: the basis of the alleged unequal treatment; ascertain when and where the alleged unequal treatment occurred; identify and interview all relevant parties, review documents; and obtain other factual information from appropriate sources.
- A record of all discussions will be maintained and documents relating to the investigation retained in a confidential file by Title VI Officials.
- Based upon conclusion of a thorough investigation, a report will be prepared summarizing findings and suggesting appropriate corrective action along with proposed resolution.
- To ensure the investigation is conducted in a thorough and timely manner, the investigation will be conducted and completed as soon as is reasonable under the circumstances.
- The investigative report will be submitted to the City Administrator.

COMMUNICATION OF FINDINGS AND COMPLAINT RESOLUTION

- The City Administrator of the City of Alpharetta will accept, reject, or modify the investigative report.
- Written notification will be provided to the complainant of the findings and proposed resolution within 30 days of the City Administrator's receipt of the investigative report.



TITLE VI NOTICE TO THE PUBLIC

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directly affected by the program. Following is the public notice used by the City of Alpharetta

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer at the following:

CITY ADMINISTRATION: TITLE VI COMPLIANCE
CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA, GA 30009
TEL: 678-297-6044



The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

The City of Alpharetta's complaint process covers complaints filed by an individual or group of individuals under Title VI of the Civil Rights Act of 1964 relating to any planning process, program, or activity administered by the City of Alpharetta. The process does not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private council.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action.

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6044

Complainant Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Please note the type of discrimination that you believe has occurred. *(Please check all that apply.)*

☐ Race ☐ Color ☐ National Origin ☐ Other

If you noted "Other", please specify the type of discrimination: _____

Please indicate your race / color, if it is a basis of your complaint: _____

Please indicate your national origin, if it is a basis of your complaint: _____

Location where the incident occurred: _____

Time and date of the incident: _____

Please identify the person who allegedly subjected you to Title VI discrimination

Name of the individual: _____

Position and/or title of the individual: _____

Briefly describe the incident. If necessary, please use a separate sheet.

Did anyone else witness the incident? ☐ Yes ☐ No

Please list the witnesses. *If necessary, please use a separate sheet.*

Witness Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Witness Name: _____

Mailing Address: _____

City _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Have you filed a complaint about the alleged discrimination with the Federal Highway Administration?

☐ Yes ☐ No If yes, when: _____

Have you filed a complaint about the alleged discrimination with the Georgia Department of Transportation?

☐ Yes ☐ No If yes, when: _____

Have you filed a complaint about the alleged discrimination with any other state or federal agency?

☐ Yes ☐ No If yes, when: _____

Please identify the agency with which you filed the complaint: _____

Signature of Complainant: _____

Date: _____

Do Not Write Below This Line Staff Use Only

Date Complaint Received: _____ Case # Assigned: _____

Complainant Interview Date: _____

Discovery Phase Concluded: _____

Investigation Report Issued: _____



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Kanth and Varudhini Parcel for Douglas Road Drainage Improvements

Council ratification of Consent Order and Final Judgment (CAFN:24CV002607) in the total amount of \$10,000.00 regarding Tax Parcel ID 21-5702-1232-151-5 of the Douglas Road Drainage Improvements Projects (Owners: Pragathi Kanth and Divya Varudhini).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:24CV002607) in the total amount of \$10,000.00 regarding Tax Parcel ID 21-5702-1232-151-5 of the Douglas Road Drainage Improvements Projects (Owners: Pragathi Kanth and Divya Varudhini).

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:

A Consent Order and Final Judgment for this matter was entered on January 2, 2025. The City previously deposited \$7,900.00 into the Registry of the Clerk of Superior Court of Fulton County as its estimate of just and adequate compensation. Pursuant to the Consent Order and Final Judgment, an additional \$2,100.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

This item is for council ratification of this Consent Order and Final Judgment so that this matter shall be concluded.

ALTERNATIVES:

ATTACHMENTS:

1. Kanth + Varudhini Consent Order + Final Judgment

IN THE SUPERIOR COURT OF FULTON COUNTY
 STATE OF GEORGIA

CITY OF ALPHARETTA,	)	
Condemnor	)	
	)	
v.	)	CIVIL ACTION 24CV002607
	)	
741.00 SQUARE FEET OF PERMANENT	)	
DRAINAGE EASEMENT; PRAGATHI KANTH	)	
ASHA; DIVYA VARUDHINI; MORTGAGE	)	
ELECTRONIC REGISTRATION SYSTEMS,	)	
INC., AS NOMINEE FOR CBC NATIONAL	)	
BANK MORTGAGE, A DIVISION OF FIRST	)	
FEDERAL BANK; WINDWARD COMMUNITY	)	
SERVICES ASSOCIATION, INC. HON.	)	
ARTHUR E. FERDINAND, Tax Commissioner	)	
of Fulton County, Georgia; HON. KENYA M.	)	
JOHNSON, Probate Court Judge, Fulton County,	)	
Georgia; and any and all others claiming any	)	
interest or right in the hereinafter described real	)	
property interests and rights,	)	
Condemnees	)	
	)	

FINAL JUDGMENT

This case is before the Court pursuant to the consent of Condemnee Windward Community Services Association Inc. and Condemnor City of Alpharetta. Pursuant to O.C.G.A. § 32-3-1 *et seq.*, Condemnor acquired certain property and property rights as are more particularly described in its Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on March 1, 2024. Condemnor previously deposited the sum of \$7,900 into the Registry of the Clerk of Court as Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing.

All parties having an interest in the property condemned have been properly served. Condemnee Windward Community Services Association Inc. timely filed a notice of appeal contesting the amount of just and adequate compensation. No other party has an active claim for

or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in this case.

Condemnor and Condemnees have now agreed that the sum of \$10,000 constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking. Condemnor has asserted no interest in determining which party is entitled to any portion of the award. Condemnees wish to accept the total amount of \$10,000 in full settlement of the property rights condemned in this matter and forever waive any further compensation, claims, and damages that may have been brought by Condemnees in this proceeding. Given all this, it is hereby ORDERED and ADJUDGED as follows:

1.

Total just and adequate compensation due to Condemnees for the acquisition of the property rights -- including the land acquired by virtue of this action -- is \$10,000. Judgment is hereby entered in that amount.

2.

Condemnor shall pay into the Registry of the Court -- and the Clerk of Court shall accept from Condemnor and deposit into the Registry of the Court -- the sum of \$2,100.

3.

Upon distribution of the funds as prescribed by law, the matter shall be concluded.

SO ORDERED this 2nd day of January 2025.



JUDGE ROBERT C.I. McBURNEY
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

Prepared, consented to, and submitted by:

Consented to by:

JARRARD & DAVIS, LLP

**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/Priya M. Patel

Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

*Attorneys for Condemnor
The City of Alpharetta, Georgia*

/s/ Elizabeth R. Story

Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
(by Priya M. Patel with express permission)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com

*Attorneys for Condemnee Windward
Community Services Association, Inc.*



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 1 of Encore Greenway Park and Gateway Project

Council ratification of Consent Order and Final Judgment (CAFN:24CV012913) in the total amount of \$128,180.00 regarding Parcel #1 of the Encore Greenway Park and Gateway Project (Owners: Blue Ventures, LLC).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:24CV012913) in the total amount of \$128,180.00 regarding Parcel #1 of the Encore Greenway Park and Gateway Project (Owners: Blue Ventures, LLC).

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:

A Consent Order and Final Judgment for this matter was entered on January 7, 2025. The City previously deposited \$112,400.00 into the Registry of the Clerk of Superior Court of Fulton County as its estimate of just and adequate compensation. Pursuant to the Consent Order and Final Judgment, an additional \$13,780.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

This item is for council ratification of this Consent Order and Final Judgment so that this matter shall be concluded.

ALTERNATIVES:

ATTACHMENTS:

1. Final Order and Judgment

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

CITY OF ALPHARETTA, GEORGIA,	)	
	)	
Condemnor,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	NO. 24CV012913
0.070 ACRES OF FEE SIMPLE RIGHT OF WAY;	)	
511.79 SQUARE FEET OF PERMANENT	)	
EASEMENT FOR CONSTRUCTION AND	)	
MAINTENANCE OF SLOPES;	)	
304.94 SQUARE FEET OF TEMPORARY	)	
CONSTRUCTION EASEMENT;	)	
BLUE VENTURES, LLC; RENASANT BANK;	)	
CAPITAL PARTNERS CERTIFIED DEVELOP-	)	
MENT COMPANY; U.S. SMALL BUSINESS	)	
ADMINISTRATION; GEORGIA POWER	)	
COMPANY; THE HONORABLE	)	
ARTHUR E. FERDINAND, FULTON COUNTY	)	
TAX COMMISSIONER; THE HONORABLE	)	
KENYA M. JOHNSON, FULTON COUNTY	)	
PROBATE COURT JUDGE,	)	
	)	
Condemnees.	)	

FINAL ORDER AND JUDGMENT

The above styled matter is before the Court on motion of Condemnor, City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, Condemnor condemned 0.070 acres of fee simple right of way; 511.79 square feet of permanent easement for construction and maintenance of slopes; and 304.94 square feet of temporary construction easement in the above styled case; and,

WHEREAS, Condemnor previously deposited One Hundred Twelve Thousand Four Hundred Dollars (\$112,400.00) into the registry of Fulton County Superior Court as estimated total just and adequate compensation for all property rights acquired in the instant action; and,

WHEREAS, all named parties having appeared to be served; and,

WHEREAS, no appeal challenging Condemnor's estimate of just and adequate compensation has been filed as provided for O.C.G.A. §32-3-14.

WHEREAS, Condemnor has paid all accrued court costs in this action.

Pursuant to O.C.G.A. §32-3-13(b), it is hereby **ORDERED AND ADJUDGED**, that One Hundred Twenty Eight Thousand One Hundred Eighty Dollars (\$128,180.00) constitutes just and adequate compensation for the property interests condemned in this matter.

It is further **ORDERED AND ADJUDGED**, that because there are multiple Condemnees named in the Petition, the Clerk of the Court shall notify the Condemnees "that [s]he, the clerk, holds the same subject to the demand of the Condemnee" and, upon such demand, shall promptly pay the same according to law.

Pursuant to O.C.G.A. §32-3-13(c), it is further **ORDERED AND ADJUDGED**, that this case shall be transferred to the closed docket.

SO ORDERED and ADJUDGED, this 7th day of January 2025.

Eric K. Dunaway

The Honorable Eric K. Dunaway
Fulton County Superior Court

Prepared by:

JARRARD & DAVIS, LLP

/s/Priya M. Patel

Patrick D. Jaugstetter

Georgia Bar No. 389680

Priya M. Patel

Georgia Bar No. 869743

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pjaugstetter@jarrard-davis.com

ppatel@jarrard-davis.com

Attorney for Condemnor City of Alpharetta, Georgia

Distribution List:

Blue Ventures, LLC
c/o Sylvia E. Arribasplata, Registered Agent
7000 North Point Parkway
Alpharetta, Georgia 30022

Renasant Bank
c/o Michael C. Kaplan
Kaplan Cooper, P.C.
5775 Glenridge Drive
Suite B-320
Atlanta, Georgia 30328

Capital Partners Certified Development
Company
c/o Barbara Wasson, Registered Agent
1775 The Exchange SE, Suite 640
Atlanta, Georgia 30339

U.S. Small Business Administration
409 3rd St., SW
Washington, DC 20416

Georgia Power Company
c/o Krisit Dow
241 Ralph McGill Boulevard, BIN 10181
Atlanta, Georgia 30308

Hon. Arthur E. Ferdinand
Fulton County Tax Commissioner
141 Pryor Street, SW
Atlanta, GA 30303

Hon. Kenya M. Johnson
Fulton County Probate Court
136 Pryor Street, SW, Suite C-230
Atlanta, Georgia 30303



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 5 of Webb Bridge Road Bike & Pedestrian Improvements Project

Council ratification of Consent Order and Final Judgment (CAFN:2023CV379405) in the total amount of \$50,500.00 regarding Parcel #5 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Amir A. Shash and Zubeda Idris).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:2023CV379405) in the total amount of \$50,500.00 regarding Parcel #5 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Amir A. Shash and Zubeda Idris).

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>
-----------------------------	----------------------

ITEM DESCRIPTION:

A Consent Order and Final Judgment for this matter was entered on January 30, 2025. The City previously deposited \$32,700.00 into the Registry of the Clerk of Superior Court of Fulton County as its estimate of just and adequate compensation. Pursuant to the Consent Order and Final Judgment, an additional \$17,800.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

This item is for council ratification of this Consent Order and Final Judgment so that this matter shall be concluded.

ALTERNATIVES:

ATTACHMENTS:

1. Consent Order and Final Judgment

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA,	)	
	)	
Condemnor,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	NO. 2023CV379405
0.107 ACRES OF FEE SIMPLE RIGHT OF WAY;	)	
12,909.30 SQUARE FEET OF TEMPORARY	)	
CONSTRUCTION EASEMENT; ONE (1)	)	
DRIVEWAY EASEMENT; AMIR A. SHASH;	)	
ZUBEDA IDRIS; WELLS FARGO BANK, N.A.;	)	
GEORGIA POWER COMPANY; GEORGIA	)	
DEPARTMENT OF REVENUE; HON. ARTHUR	)	
E. FERDINAND, Tax Commissioner of Fulton	)	
County, Georgia; and HON. KENYA M.	)	
JOHNSON, Probate Court Judge, Fulton County,	)	
Georgia,	)	
	)	
Condemnees.	)	

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnees Amir A. Shash, Zubeda Idris, and Wells Fargo Bank, N.A., (collectively referred to as “Condemnees”) and Condemnor City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, pursuant to O.C.G.A. § 32-3-1 *et seq.*, Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 28, 2023; and,

WHEREAS, Condemnor previously deposited the sum of Thirty-Two Thousand Seven Hundred and 00/100 Dollars (\$32,700.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor’s estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnees Amir A. Shash and Zubeda Idris timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnee Wells Fargo Bank, N.A. timely filed a claim for any interest in the condemnation proceedings; and,

WHEREAS, no other party has an active claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnees have stipulated and agreed that the sum of Fifty Thousand Five Hundred and 00/100 Dollars (\$50,500.00) (hereinafter "Total Just and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139).

WHEREAS, Condemnees wish to accept the total amount of Fifty Thousand Five Hundred and 00/100 Dollars (\$50,500.00) in full settlement of the property rights condemned in this matter

and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding; and,

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, Fifty Thousand Five Hundred and 00/100 Dollars (\$50,500.00) and Judgment is hereby entered in that amount.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Seventeen Thousand Eight Hundred and 00/100 Dollars (\$17,800.00).

Upon Condemnor's deposit of the additional sum of \$17,800.00 into the Registry of the Court, and upon the filing of a Rule 23 Certificate of Counsel by undersigned counsel for Condemnees Amir A. Shash and Zubeda Idris as required by U.S.C.R. 23, the Clerk of the Court is ORDERED to disburse all funds on deposit in the Registry of the Court as follows:

(i) A check payable to Parker Poe Adams & Bernstein Trust Account in the amount of \$25,250.00, and deliver said check via FedEx Overnight delivery to undersigned counsel for Condemnees c/o Elizabeth R. Story, Parker Poe Adams & Bernstein LLP, 1075 Peachtree Street NE, Suite 1500, Atlanta, GA 30309. The undersigned counsel for Condemnees shall provide the Clerk with a pre-paid FedEx label for delivery of the check; and

(ii) A check payable to McCalla Raymer Leibert Pierce, LLP in the amount of \$25,250.00, reference "Shash 23-12105GA", and deliver said check via FedEx Overnight delivery to William Tate, McCalla Raymer Leibert Pierce, LLP, 1544 Old Alabama Road, Roswell,

Georgia 30076. The undersigned counsel for Wells Fargo Bank, N.A. shall provide the Clerk with a pre-paid FedEx label for delivery of the check.

3.

Upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this 30th day of January, 2025.



The Honorable Rachel Krause
Fulton County Superior Court
Atlanta Judicial Circuit

Filed and served via eFileGA.

(signatures continue on following page)

Prepared, consented to, and submitted by:

Consented to by:

JARRARD & DAVIS, LLP

**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/ Priya M. Patel

Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

222 Webb Street
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patrickj@jarrard-davis.com
ppatel@jarrard-davis.com

*Attorneys for Condemnor
the City of Alpharetta, Georgia*

/s/ Elizabeth R. Story

Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
(by Priya M. Patel with express permission)

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elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com

Attorneys for Amir Shash and Zubeda Idris

Consented to by:

**McCALLA RAYMER LEIBERT
PIERCE, LLP**

/s/ William O. Tate

William O. Tate
Georgia Bar No. 311044
(by Priya M. Patel with express permission)

1544 Old Alabama Road
Roswell, Georgia 30076
(678) 281-6473 – telephone
(678) 302-9934 – facsimile
William.tate@mccalla.com

Attorney for Wells Fargo Bank, N.A.



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 15 of Webb Bridge Road Bike & Pedestrian Improvements Project

Council ratification of Consent Order and Final Judgment (CAFN:24CV005288) in the total amount of \$15,000.00 regarding Parcel #15 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Tina A. Smith).

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, Council ratification of Consent Order and Final Judgment (CAFN:24CV005288) in the total amount of \$15,000.00 regarding Parcel #15 of Webb Bridge Road Bike & Pedestrian Improvements Project (Owners: Tina A. Smith).

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:

A Consent Order and Final Judgment for this matter was entered on January 17, 2025. The City previously deposited \$11,900.00 into the Registry of the Clerk of Superior Court of Fulton County as its estimate of just and adequate compensation. Pursuant to the Consent Order and Final Judgment, an additional \$3,100.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

This item is for council ratification of this Consent Order and Final Judgment so that this matter shall be concluded.

ALTERNATIVES:

ATTACHMENTS:

1. Consent Order and Final Judgment

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

CITY OF ALPHARETTA, GEORGIA,	)	
	)	
Condemnor,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	NO. <u>24CV005288</u>
0.03 ACRES OF FEE SIMPLE RIGHT OF WAY;	)	
1,579.983 SQUARE FEET OF TEMPORARY	)	IN REM
EASEMENT FOR THE CONSTRUCTION OF	)	
SLOPES; TINA A. SMITH; AICA	)	
ORTHOPEDICS, P.C.; WINDWARD	)	
COMMUNITY SERVICES ASSOCIATION, INC.;	)	
HON. ARTHUR E. FERDINAND, Tax	)	
Commissioner of Fulton County, Georgia; HON.	)	
KENYA M. JOHNSON, Probate Court Judge of	)	
Fulton County, Georgia; and any and all others	)	
claiming any interest or right in the hereinafter	)	
described real property interests and rights,	)	
	)	
Condemnees.	)	
	)	

~~(Proposed)~~ CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnees Windward Community Services Association, Inc., the Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia, and the Honorable Kenya M. Johnson, Probate Court Judge of Fulton County, Georgia (collectively referred to as “Condemnees”) and Condemnor City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking, filed with the Clerk of Fulton County Superior Court on April 26, 2024; and,

WHEREAS, Condemnor previously deposited the sum of Eleven Thousand Nine Hundred and 00/100 Dollars (\$11,900.00) into the Registry of the Clerk of Superior Court of Fulton County

as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnees Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnee Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia timely filed an Answer; and,

WHEREAS, Condemnee Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnees have stipulated and agreed that the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00) (hereinafter "Total Just and Adequate Compensation") constitutes just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. § 22-2-139).

WHEREAS, Condemnees wish to accept the total amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding; and,

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Fifteen Thousand and 00/100 Dollars (\$15,000.00) and Judgment is hereby entered on that amount. Condemnor further agrees to replace any fencing within the construction limits that is damaged during the course of this project.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Three Thousand One Hundred and 00/100 Dollars (\$3,100.00).

3.

Upon receipt by the Clerk of Court of Condemnor's additional payment into the Court's Registry and the filing of a Rule 23 Certificate, the Clerk is hereby ORDERED to disburse the funds instantter, as follows:

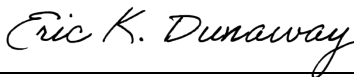
(a) a check in the amount of \$1,755.00 issued to Tina Smith and to be delivered via U.S. Mail to 530 Inlet Woods Court, Alpharetta, GA 30005; and

(b) a check in the amount of \$13,245.00 issued to Parker Poe Adams & Bernstein LLP Trust Account and to be delivered via FedEx Overnight Delivery to Parker Poe Adams & Bernstein LLP, c/o Elizabeth R. Story, 1075 Peachtree Street NE, Suite 1500, Atlanta, Georgia 30309, counsel for Condemnee Windward Community Services Association, Inc. The undersigned counsel for Condemnee Windward Community Services Association, Inc. will provide the Clerk with a pre-paid FedEx label and envelope for delivery of the check.

4.

Upon payment and distribution of the funds as prescribed by law, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this 17th day of January, 2024.



THE HONORABLE ERIC DUNAWAY
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

(signatures continue on following page)

Prepared, consented to, and submitted by:

JARRARD & DAVIS, LLP

/s/ Priya M. Patel

Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
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*Attorneys for Condemnor
The City of Alpharetta, Georgia*

Consented to by:

OFFICE OF FULTON COUNTY ATTORNEY

/s/ Victoria Kealy

Victoria Kealy
Georgia Bar No. 314371
(by Priya M. Patel with express permission)
Victoria.Kealy@fultoncountyga.gov

/s/ Eugene P. Smith, Jr.

Eugene P. Smith, Jr.
Georgia Bar No. 657050
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141 Pryor Street SW
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*Attorneys for Condemnees the Honorable Arthur E.
Ferdinand, Tax Commissioner of Fulton County,
Georgia and Honorable Keny M. Johnson, Probate
Court Judge of Fulton County, Georgia*

Consented to by:

**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/ Elizabeth R. Story

Elizabeth R. Story
Georgia Bar No. 275637
Ashlynn E. Hutton
Georgia Bar No. 202527
(by Priya M. Patel with express permission)

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*Attorneys for Condemnee Windward
Community Services Association, Inc.*

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Georgia*

Tina A. Smith
530 Inlet Woods Court
Alpharetta, Georgia 30005

Victoria Kealy
Eugene P. Smith, Jr.
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*Attorneys for Condemnees the Honorable
Arthur E. Ferdinand, Tax Commissioner of
Fulton County, Georgia and Honorable Keny
M. Johnson, Probate Court Judge of Fulton
County, Georgia*

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*Attorneys for Condemnee Windward
Community Services Association, Inc*

AICA Orthopedics, P.C.
c/o TRUE Space, Inc., Registered Agent
2400 Herodian Way Se, Ste 224
Smyrna, GA 30080



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Quitclaim Deed and Permanent Easement: Old Milton Parkway Improvements - Parcel 5

Consideration of approval of a Quitclaim Deed between the City of Alpharetta (Grantor) to the Georgia Department of Transportation (Grantee) conveying 958.055 square feet (0.022 acres) of fee simple right-of-way and approval of a Permanent Easement for the Construction and Maintenance of Slopes between the City of Alpharetta (Grantor) to the Georgia Department of Transportation (Grantee) conveying 9,270.381 square feet (0.213 acres) of permanent easement in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 12 -3110-0911-046-7 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda.

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:

This quitclaim deed and permanent easement are necessary for GDOT and the city to construct a road project known as SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road, as planned.

ALTERNATIVES:

Remove from the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Quitclaim Deed + Easement - OMP 5



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 5

Tax Parcel ID No.: 12 -3110-0911-046-7

**Interested Parties: City of Alpharetta and
Georgia Department of Transportation**

For Review, Consideration, and Execution:

**Quitclaim Deed
Permanent Easement for the Construction
and Maintenance of Slopes**

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

**GEORGIA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED**

GEORGIA, FULTON COUNTY

Project: SR 120 from North Point Pkwy to Kimball Bridge Road

Project No.: 0017187 **County:** FULTON

Tax I.D. #: 12 -3110-0911-046-7

THIS CONVEYANCE, made this _____ day of _____, 2025, between **CITY OF ALPHARETTA, GEORGIA**, party of the first Part, and the **DEPARTMENT OF TRANSPORTATION**, party of the second Part, hereinafter referred to as the **DEPARTMENT**.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT**, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 73.740 feet right of Station 141+62.73; running thence S65.517°E a distance of 116.65 feet to a point 73.66 feet right of and opposite station 142+79.38 on said construction centerline laid out for OLD MILTON PKWY; thence S3.594°E a distance of 9.13 feet to a point 81.71 feet right of and opposite station 142+83.68 on said construction centerline laid out for OLD MILTON PKWY; thence N65.476°W a distance of 122.54 feet to a point 81.71 feet right of and opposite station 141+61.13 on said construction centerline laid out for OLD MILTON PKWY; thence N35.831°E a distance of 8.13 feet back to the point of beginning.

Old Milton Parkway, Parcel No. 5

The above-described parcel contains ± 0.022 acres (958.055 sq. ft.), more or less. Said plat being attached hereto and made a part hereof as Exhibit "A."

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

BY: _____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

Witness

ATTEST: _____
Lauren Shapiro, City Clerk

Notary Public

APPROVED AS TO FORM:

City Attorney

4
BETTER PLACE, LLC
SEE SHEET 60-0004

PARCEL 4 - DE1007 - REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1003	82.559 L	140+35.99	OLD MILTON PKWY
DE1004	10.631 L	N22.810°E	
	93.185 L	140+35.67	OLD MILTON PKWY
DE1005	55.658 L	S65.009°E	
	92.729 L	140+91.33	OLD MILTON PKWY
DE1006	10.946 L	S26.058°W	
	81.788 L	140+91.04	OLD MILTON PKWY
364	10.063 L	N64.742°W	
	81.917 L	140+80.97	OLD MILTON PKWY
DE1003	44.987 L	N64.660°W	
	82.559 L	140+35.99	OLD MILTON PKWY

5
CITY OF ALPHARETTA
SEE SHEET 60-0004 & 60-0005

PARCEL 5 - DE1008 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
806	73.740 R	141+62.73	OLD MILTON PKWY
	116.648 R	S65.517°E	
813	73.661 R	142+79.38	OLD MILTON PKWY
RW1011	9.130 R	S3.594°E	
	81.713 R	142+83.68	OLD MILTON PKWY
PE1011	122.544 R	N65.476°W	
	81.708 R	141+61.13	OLD MILTON PKWY
	8.126 R	N35.831°E	
806	73.740 R	141+62.73	OLD MILTON PKWY
REQD R/W	= 958.055 SF		
REQD R/W	= 0.022 ACRES		
REMAINDER	= +/- 3.336 ACRES		

PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	122.544 R	S65.476°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	69.010 R	S3.594°E	
814	142.579 R	143+16.20	OLD MILTON PKWY
	104.457 R	N67.622°W	
PE1012	146.487 R	142+11.818	OLD MILTON PKWY
	63.636 R	N65.478°W	
PE1001	146.487 R	141+48.18	OLD MILTON PKWY
	66.061 R	N35.831°E	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
REQD EASMT	= 9270.381 SF		
REQD EASMT	= 0.213 ACRES		

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W



3/11/24 OWNER'S NAME UPDATED FOR PARCELS 4 AND 6
5/3/24 REVISED ROW AND ESMNT DATA TABLES FOR
PARCEL 6

DATE

REVISIONS

DATE

REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 25 OF 28
60-0025

6
REALTICORP 528, LLC
SEE SHEET 60-0005

PARCEL 6 - DE1010 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
365	82.186 L	142+21.96	OLD MILTON PKWY
	140.440 L	N75.766°E	
366	170.102 L	143+31.48	OLD MILTON PKWY
	264.770 L	S48.452°E	
367	92.577 L	145+84.64	OLD MILTON PKWY
	22.350 L	S53.283°E	
368	87.856 L	146+06.49	OLD MILTON PKWY
	384.571 L	N66.323°W	
365	82.186 L	142+21.96	OLD MILTON PKWY
REQD R/W	= 16343.581 SF		
REQD R/W	= 0.375 ACRES		
REMAINDER	= +/- 0.000 ACRES		

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1012 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
813	73.661 R	142+79.38	OLD MILTON PKWY
	154.546 R	S65.835°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	9.011 R	S24.522°W	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	150.241 R	N65.480°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	9.130 R	N3.594°W	
813	73.661 R	142+79.38	OLD MILTON PKWY
REQD R/W	= 1301.185 SF		
REQD R/W	= 0.030 ACRES		
REMAINDER	= +/- 28.665 ACRES		

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	150.241 R	S65.480°E	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	9.011 R	N24.522°E	
RW1015	72.697 R	14433.92	OLD MILTON PKWY
	359.988 R	S65.835°E	
146	70.453 R	147+93.90	OLD MILTON PKWY
	32.407 R	S25.401°W	
PE1014	102.856 R	147+93.40	OLD MILTON PKWY
	113.912 R	N65.478°W	
PE1015	102.856 R	146+79.49	OLD MILTON PKWY
	17.964 R	S24.522°W	
PE1016	120.820 R	146+79.49	OLD MILTON PKWY
	313.779 R	N65.478°W	
PE1017	120.820 R	143+65.71	OLD MILTON PKWY
	29.274 R	N89.203°W	
815	132.598 R	143+38.91	OLD MILTON PKWY
	24.809 R	N89.203°W	
814	142.579 R	143+16.20	OLD MILTON PKWY
	69.010 R	N3.594°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
REQD EASMT	= 21796.210 SF		
REQD EASMT	= 0.500 ACRES		

PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
839	69.622 R	151+83.06	OLD MILTON PKWY
	27.430 R	S66.721°E	
840	69.043 R	152+10.48	OLD MILTON PKWY
	43.892 R	S65.622°E	
841	68.958 R	152+54.37	OLD MILTON PKWY
	9.039 R	S2.586°W	
842	77.344 R	152+57.74	OLD MILTON PKWY
	21.548 R	S31.815°W	
843	98.716 R	152+54.99	OLD MILTON PKWY
	71.968 R	N64.887°W	
PE1018	97.932 R	151+83.03	OLD MILTON PKWY
	28.310 R	N24.536°E	
839	69.622 R	151+83.06	OLD MILTON PKWY
REQD EASMT	= 2139.087 SF		
REQD EASMT	= 0.049 ACRES		

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

**PERMANENT EASEMENT FOR THE CONSTRUCTION AND
MAINTENANCE OF SLOPES**

GEORGIA, FULTON COUNTY

Tax Parcel #12-3110-0911-046-7

THIS CONVEYANCE made and executed the _____ day of _____ 2025.

WHEREAS, Georgia Department of Transportation and the City of Alpharetta, Georgia, a political subdivision of the State of Georgia, desire to construct a road project known as SR 120 from North Point Parkway to Kimball Bridge Road (P.I. No. 0017187).

NOW, THEREFORE, for value received, the **CITY OF ALPHARETTA, GEORGIA**, (hereinafter "Grantor") does hereby grant to **GEORGIA DEPARTMENT OF TRANSPORTATION**, (hereinafter "Grantee") the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Grantee may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes within the easement area shown on the attached State of Georgia Department of Transportation Right of Way Map, dated June 19, 2023, last revised December 4, 2024, ("GDOT Map") and marked as Exhibit "A".

All that tract or parcel of land lying and being in Land Lot 911 of the 1st Land District, 1st Section of Fulton County, Georgia, and being more particularly described in Exhibit "B" attached hereto and made a part hereof by this reference. Said permanent easement is hereby conveyed, consisting of 9,270.381 square feet (0.213 acres), more or less, as shown on the GDOT Map, attached hereto and made a part of this permanent easement as Exhibit "A."

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

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

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

Signed, sealed and delivered this
____ day of _____ 2025.

GRANTOR:

Witness

BY: _____
JIM GILVIN, MAYOR

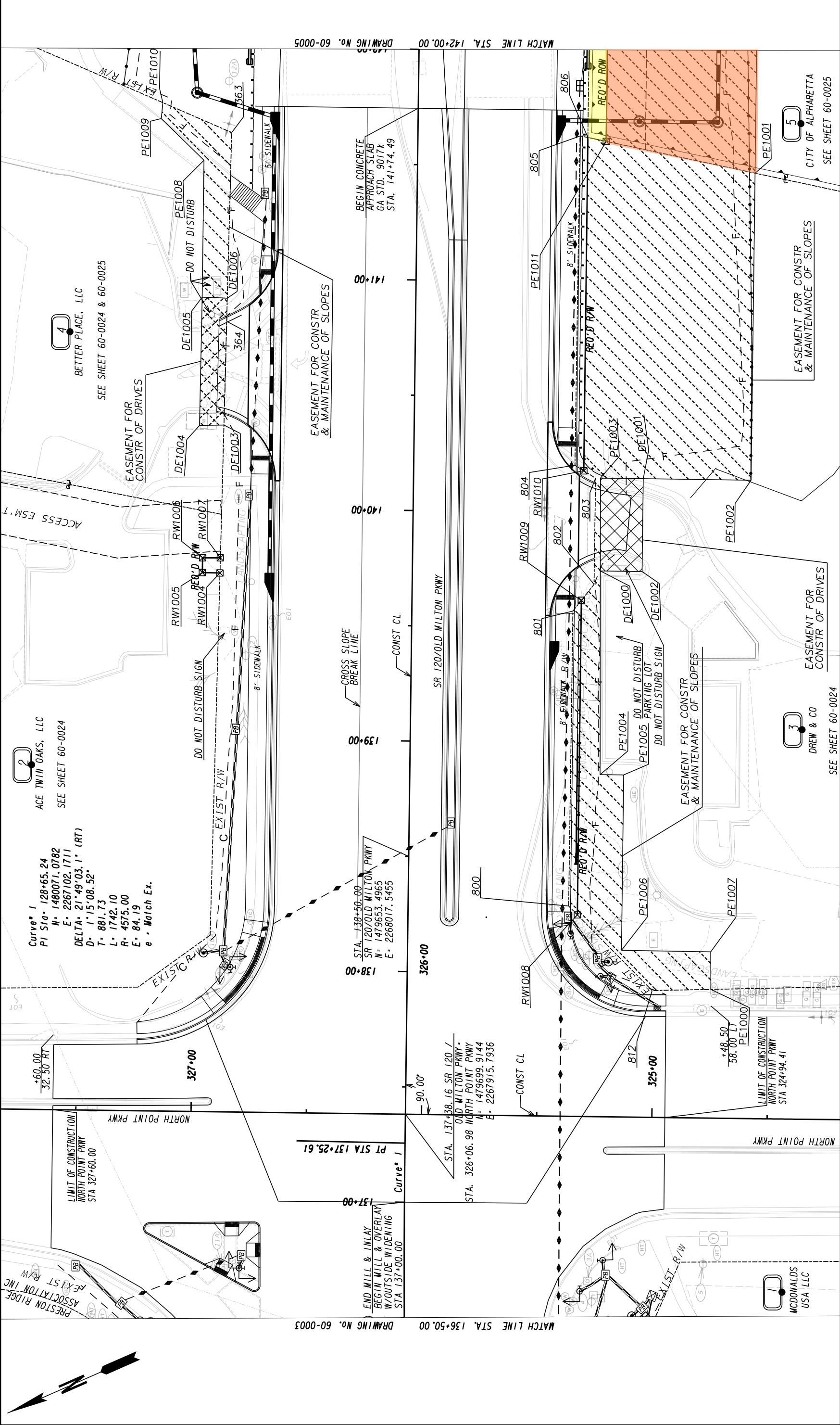
Notary Public

ATTEST: _____
Lauren Shapiro, City Clerk

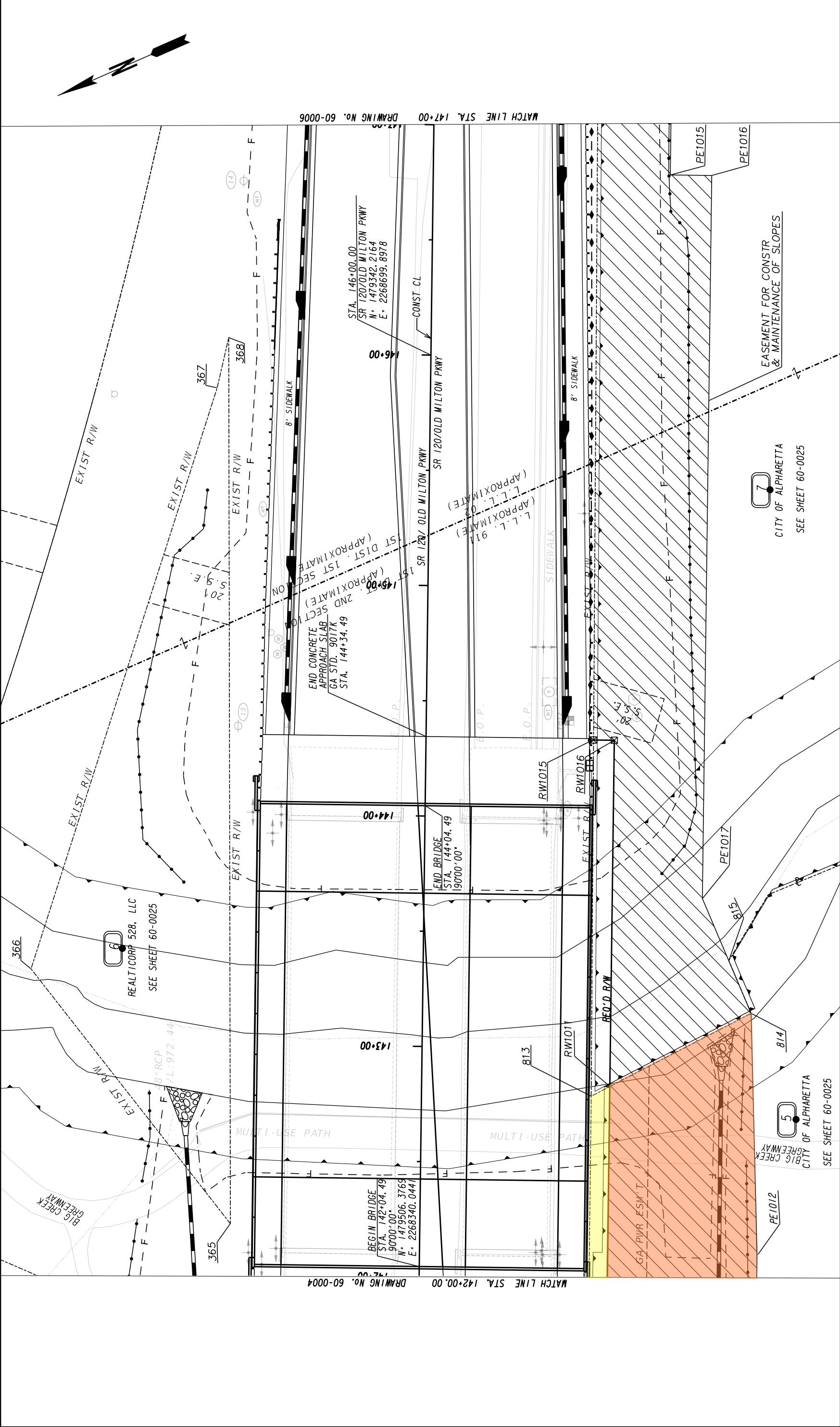
APPROVED AS TO FORM:

City Attorney

Exhibit "A"



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W	DATE 3/11/24 5/2/24	REVISIONS OWNER'S NAME UPDATED FOR PARCELS 2 AND 4 ADDED "DO NOT DISTURB" LABEL ON PARCELS 2, 3, AND 4	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
						PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 911 LAND DISTRICT: 1ST. DISTRICT GMD DATE: 06/19/23 SH 4 OF 28	60-0004



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- ---C---F--- 	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
		END LIMIT OF ACCESS.....ELA	3/11/24	OWNER'S NAME UPDATED FOR PARCEL 6	
		REQ'D LIMIT OF ACCESS	5/3/24	UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6	
		REQ'D LIMIT OF ACCESS & R/W			
		SCALE IN FEET			
				</	



4
BETTER PLACE, LLC
SEE SHEET 60-0004

PARCEL 4 - DE1007 - REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1003	82.559 L	140+35.99	OLD MILTON PKWY
DE1004	10.631 L	N22.810°E	
	93.185 L	140+35.67	OLD MILTON PKWY
DE1005	55.658 L	S65.009°E	
	92.729 L	140+91.33	OLD MILTON PKWY
DE1006	10.946 L	S26.058°W	
	81.788 L	140+91.04	OLD MILTON PKWY
364	10.063 L	N64.742°W	
	81.917 L	140+80.97	OLD MILTON PKWY
DE1003	44.987 L	N64.660°W	
	82.559 L	140+35.99	OLD MILTON PKWY

5
CITY OF ALPHARETTA
SEE SHEET 60-0004 & 60-0005

PARCEL 5 - DE1008 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
806	73.740 R	141+62.73	OLD MILTON PKWY
	116.648 R	S65.517°E	
813	73.661 R	142+79.38	OLD MILTON PKWY
RW1011	9.130 R	S3.594°E	
	81.713 R	142+83.68	OLD MILTON PKWY
PE1011	122.544 R	N65.476°W	
	81.708 R	141+61.13	OLD MILTON PKWY
	8.126 R	N35.831°E	
806	73.740 R	141+62.73	OLD MILTON PKWY
REQD R/W	= 958.055 SF		
REQD R/W	= 0.022 ACRES		
REMAINDER	= +/- 3.336 ACRES		

PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	122.544 R	S65.476°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	69.010 R	S3.594°E	
814	142.579 R	143+16.20	OLD MILTON PKWY
	104.457 R	N67.622°W	
PE1012	146.487 R	142+11.818	OLD MILTON PKWY
	63.636 R	N65.478°W	
PE1001	146.487 R	141+48.18	OLD MILTON PKWY
	66.061 R	N35.831°E	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
REQD EASMT	= 9270.381 SF		
REQD EASMT	= 0.213 ACRES		

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W



DATE
3/11/24
5/3/24

REVISIONS

OWNER'S NAME UPDATED FOR PARCELS 4 AND 6
REVISED ROW AND ESMNT DATA TABLES FOR
PARCEL 6

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
GMD DISTRICT:
DATE 06/19/23 SH 25 OF 28

DRAWING No.
60-0025

6
REALTICORP 528, LLC
SEE SHEET 60-0005

PARCEL 6 - DE1010 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
365	82.186 L	142+21.96	OLD MILTON PKWY
	140.440 L	N75.766°E	
366	170.102 L	143+31.48	OLD MILTON PKWY
	264.770 L	S48.452°E	
367	92.577 L	145+84.64	OLD MILTON PKWY
	22.350 L	S53.283°E	
368	87.856 L	146+06.49	OLD MILTON PKWY
	384.571 L	N66.323°W	
365	82.186 L	142+21.96	OLD MILTON PKWY
REQD R/W	= 16343.581 SF		
REQD R/W	= 0.375 ACRES		
REMAINDER	= +/- 0.000 ACRES		

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1012 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
813	73.661 R	142+79.38	OLD MILTON PKWY
	154.546 R	S65.835°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	9.011 R	S24.522°W	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	150.241 R	N65.480°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	9.130 R	N3.594°W	
813	73.661 R	142+79.38	OLD MILTON PKWY
REQD R/W	= 1301.185 SF		
REQD R/W	= 0.030 ACRES		
REMAINDER	= +/- 28.665 ACRES		

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	150.241 R	S65.480°E	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	9.011 R	N24.522°E	
RW1015	72.697 R	14433.92	OLD MILTON PKWY
	359.988 R	S65.835°E	
146	70.453 R	147+93.90	OLD MILTON PKWY
	32.407 R	S25.401°W	
PE1014	102.856 R	147+93.40	OLD MILTON PKWY
	113.912 R	N65.478°W	
PE1015	102.856 R	146+79.49	OLD MILTON PKWY
	17.964 R	S24.522°W	
PE1016	120.820 R	146+79.49	OLD MILTON PKWY
	313.779 R	N65.478°W	
PE1017	120.820 R	143+65.71	OLD MILTON PKWY
	29.274 R	N89.203°W	
815	132.598 R	143+38.91	OLD MILTON PKWY
	24.809 R	N89.203°W	
814	142.579 R	143+16.20	OLD MILTON PKWY
	69.010 R	N3.594°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
REQD EASMT	= 21796.210 SF		
REQD EASMT	= 0.500 ACRES		

PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
839	69.622 R	151+83.06	OLD MILTON PKWY
	27.430 R	S66.721°E	
840	69.043 R	152+10.48	OLD MILTON PKWY
	43.892 R	S65.622°E	
841	68.958 R	152+54.37	OLD MILTON PKWY
	9.039 R	S2.586°W	
842	77.344 R	152+57.74	OLD MILTON PKWY
	21.548 R	S31.815°W	
843	98.716 R	152+54.99	OLD MILTON PKWY
	71.968 R	N64.887°W	
PE1018	97.932 R	151+83.03	OLD MILTON PKWY
	28.310 R	N24.536°E	
839	69.622 R	151+83.06	OLD MILTON PKWY
REQD EASMT	= 2139.087 SF		
REQD EASMT	= 0.049 ACRES		

EXHIBIT "B"

LEGAL DESCRIPTION

PROJECT NO.: SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.: 0017187
PARCEL NO.: 5
DATE OF R/W PLANS: June 19, 2023
REVISION DATE: December 4, 2024

REQUIRED PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES

This permanent easement grants the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Fulton County may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes, fills, or embankments.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 81.71 feet right of Station 141+61.13; running thence S65.476°E a distance of 122.54 feet to a point 81.71 feet right of and opposite station 142+83.68 on said construction centerline laid out for OLD MILTON PKWY; thence S3.594°E a distance of 69.01 feet to a point 142.58 feet right of and opposite station 143+16.20 on said construction centerline laid out for OLD MILTON PKWY; thence N67.622°W a distance of 104.46 feet to a point 146.49 feet right of and opposite station 142+11.82 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 63.64 feet to a point 146.49 feet right of and opposite station 141+48.18 on said construction centerline laid out for OLD MILTON PKWY; thence N35.831°E a distance of 66.06 feet back to the point of beginning.

The above-described parcel contains ± 0.213 acres (9,270.381 sq. ft.), more or less.



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Quitclaim Deed: Old Milton Parkway Improvements - Parcel 7

Consideration of approval of a Quitclaim Deed between the City of Alpharetta to the Georgia Department of Transportation conveying 0.030 acres (1,301.185 square feet) of fee simple right-of-way in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 11 -0020-0003-021-6 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda.

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:

This quitclaim deed is necessary for GDOT and the city to construct a road project known as SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road, as planned.

ALTERNATIVES:

Remove from the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Quitclaim Deed - OMP 7



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 7

Tax Parcel ID No.: 11 -0020-0003-021-6

**Interested Parties: City of Alpharetta and
Georgia Department of Transportation**

For Review, Consideration, and Execution:

Quitclaim Deed

**Permanent Easement for Construction
and Maintenance of Slopes**

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

**GEORGIA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED**

GEORGIA, FULTON COUNTY

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 11 -0020-0003-021-6

THIS INDENTURE, made this _____ day of _____, 2025, between **CITY OF ALPHARETTA, GEORGIA**, party of the first Part, and the **DEPARTMENT OF TRANSPORTATION**, party of the second Part, hereinafter referred to as the **DEPARTMENT**.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT**, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 911 of the 1st District, 2nd Section and Land Lot 2 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 73.661 feet right of Station 142+79.38; running thence S65.835°E a distance of 154.55 feet to a point 72.70 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence S24.522°W a distance of 9.01 feet to a point 81.71 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence N65.480°W a distance of 150.24 feet to a point 81.71 feet right of and opposite station 142+83.68 on said construction centerline laid out for OLD MILTON PKWY; thence N3.594°W a distance of 9.13 feet back to the point of beginning.

Old Milton Parkway, Parcel No. 7

The above-described parcel contains ± 0.030 acres (1,301.185 sq. ft.), more or less. Said plat being attached hereto and made a part hereof as Exhibit "A."

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

BY: _____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

Witness

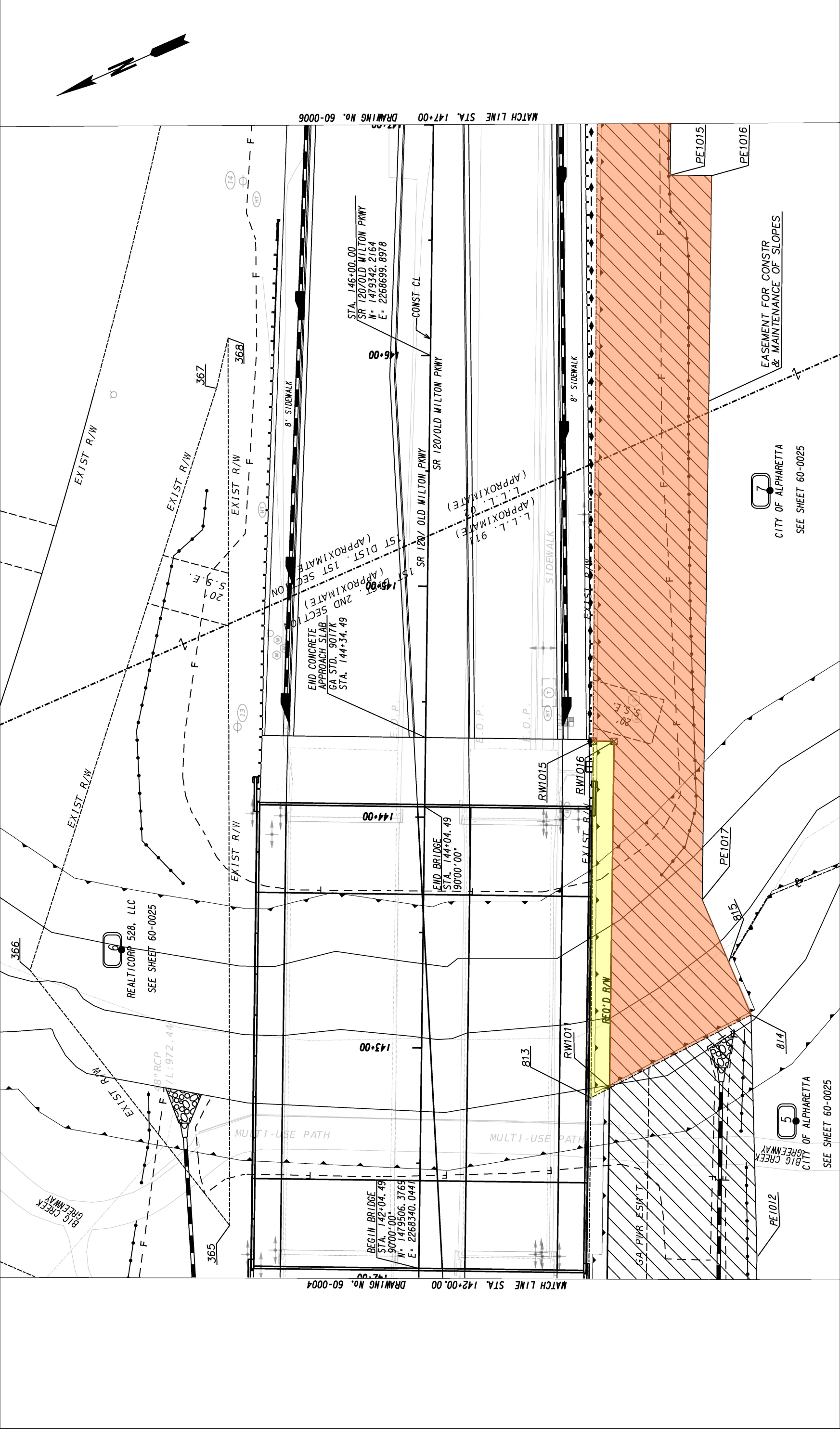
ATTEST: _____
Lauren Shapiro, City Clerk

Notary Public

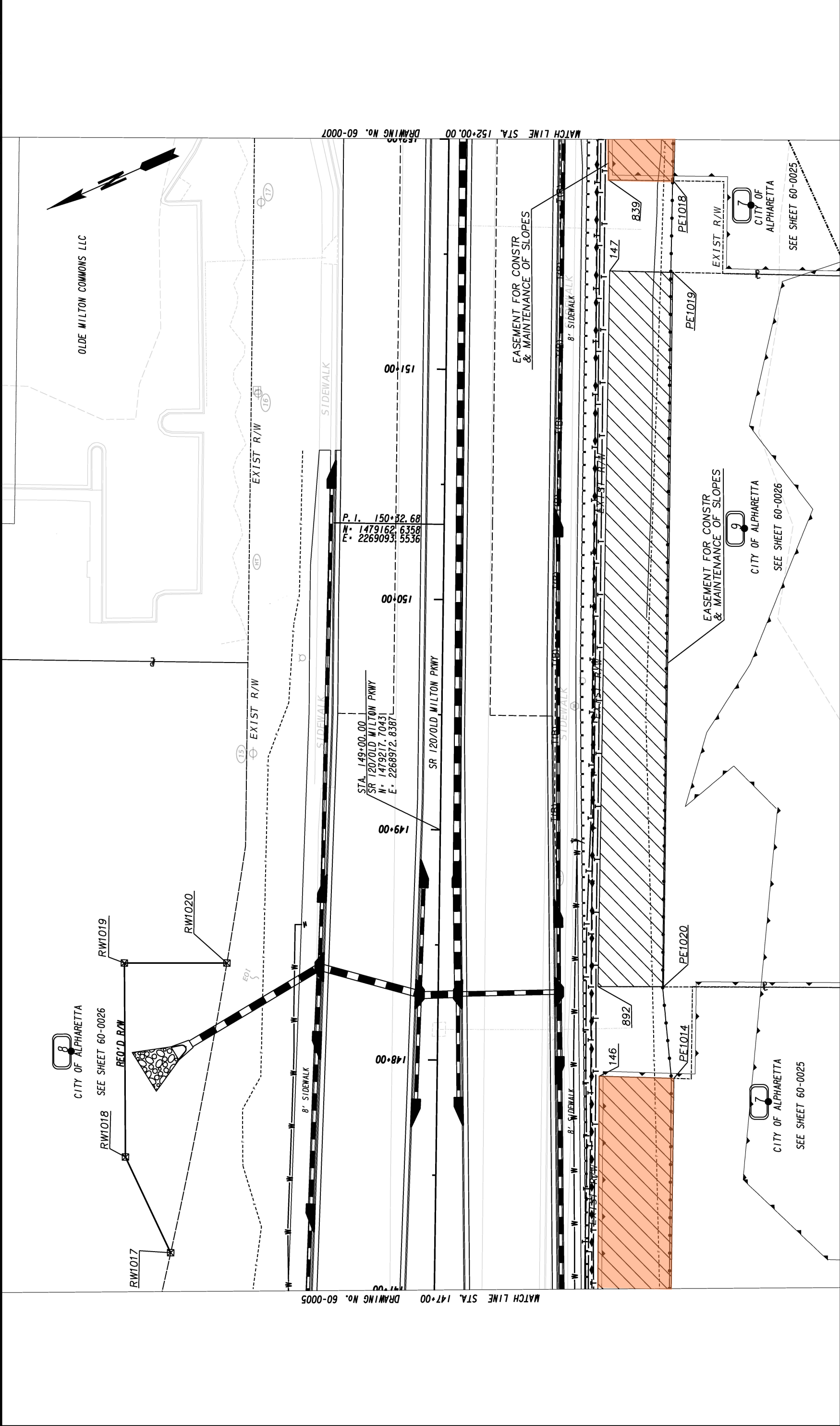
APPROVED AS TO FORM:

City Attorney

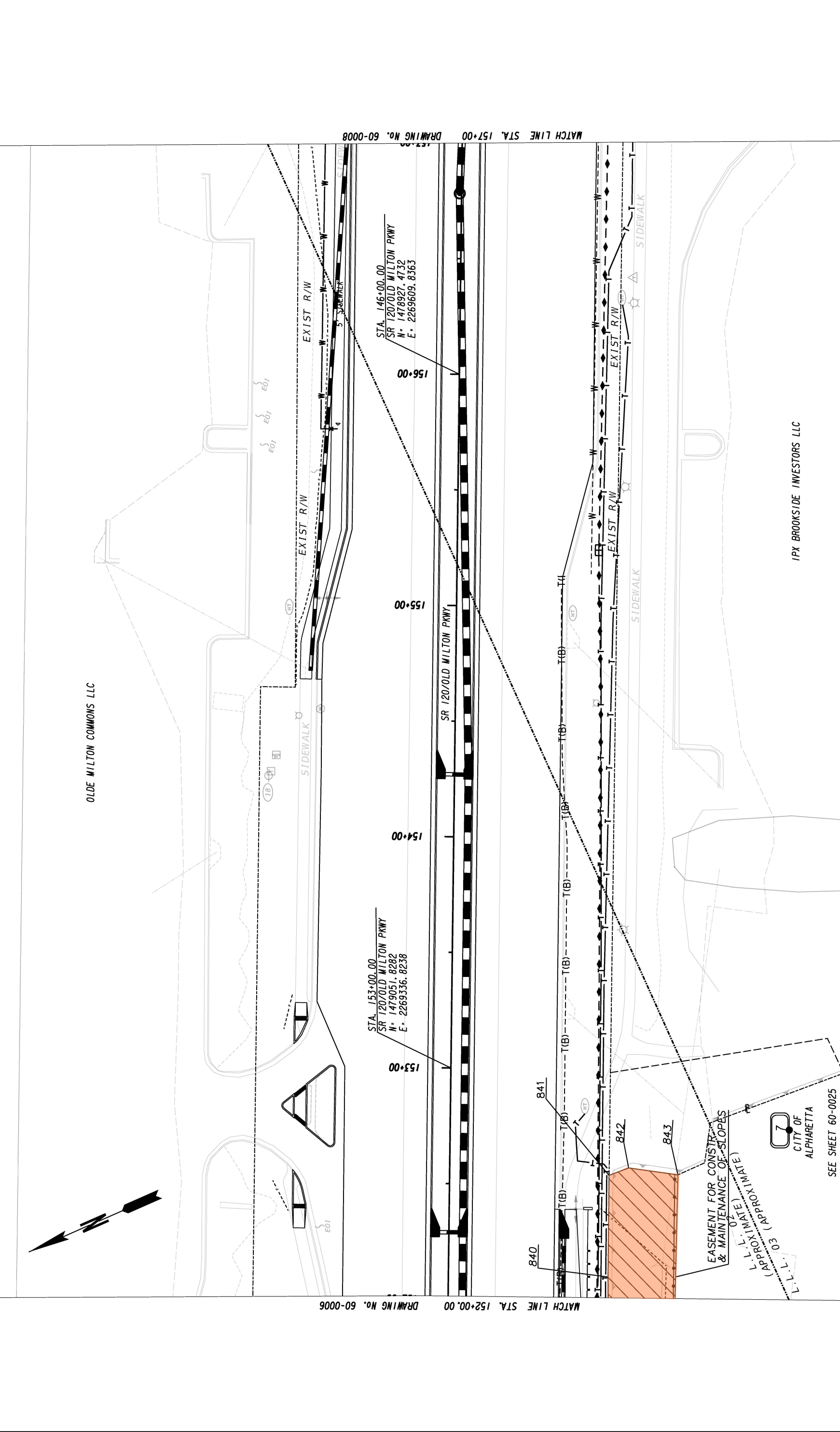
Exhibit "A"



PROPERTY AND EXISTING R/W LINE		DATE		REVISIONS		DATE		REVISIONS		STATE OF GEORGIA	
REQUIRED R/W LINE	-----E-----	3/11/24		OWNER'S NAME UPDATED FOR PARCEL 6						DEPARTMENT OF TRANSPORTATION	
CONSTRUCTION LIMITS	---C---F---	5/3/24		UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6						RIGHT OF WAY MAP	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES										PROJECT NO: 0017187	
EASEMENT FOR CONSTR OF SLOPES										COUNTY: FULTON	
EASEMENT FOR CONSTR OF DRIVES										LAND LOT NO: 02, 911	
										LAND DISTRICT: 1ST DISTRICT	
										GMD DATE 06/19/23 SH 5 OF 28	
										DRAWING No.: 60-0005	



PROPERTY AND EXISTING R/W LINE ---E--- REQUIRED R/W LINE ---C---F--- CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W SCALE IN FEET 0204080				DATE	REVISIONS	DATE	REVISIONS	
PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 02, 03 LAND DISTRICT: 1ST DISTRICT GMD DATE 06/19/23 SH 6 OF 28 DRAWING No.: 60-0006									



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----@-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
	-----	END LIMIT OF ACCESS.....ELA					
	--C--F--	REQ'D LIMIT OF ACCESS					
		REQ'D LIMIT OF ACCESS & R/W					
		SCALE IN FEET 0 20 40 80					

4
BETTER PLACE, LLC
SEE SHEET 60-0004

6
REALTICORP 528, LLC
SEE SHEET 60-0005

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 4 - DE1007 - REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1003	82.559 L	140+35.99	OLD MILTON PKWY
DE1004	10.631	N22.810°E	
DE1004	93.185 L	140+35.67	OLD MILTON PKWY
DE1005	55.658	S65.009°E	
DE1005	92.729 L	140+91.33	OLD MILTON PKWY
DE1006	10.946	S26.058°W	
DE1006	81.788 L	140+91.04	OLD MILTON PKWY
364	10.063	N64.742°W	
	81.917 L	140+80.97	OLD MILTON PKWY
	44.987	N64.660°W	
DE1003	82.559 L	140+35.99	OLD MILTON PKWY

5
CITY OF ALPHARETTA
SEE SHEET 60-0004 & 60-0005

PARCEL 5 - DE1008 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
806	73.740 R	141+62.73	OLD MILTON PKWY
	116.648	S65.517°E	
813	73.661 R	142+79.38	OLD MILTON PKWY
	9.130	S3.594°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	122.544	N65.476°W	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	8.126	N35.831°E	
806	73.740 R	141+62.73	OLD MILTON PKWY
REQD R/W	= 958.055	SF	
REQD R/W	= 0.022	ACRES	
REMAINDER	= +/- 3.336	ACRES	

PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	122.544	S65.476°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	69.010	S3.594°E	
814	142.579 R	143+16.20	OLD MILTON PKWY
	104.457	N67.622°W	
PE1012	146.487 R	142+11.818	OLD MILTON PKWY
	63.636	N65.478°W	
PE1001	146.487 R	141+48.18	OLD MILTON PKWY
	66.061	N35.831°E	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
REQD EASMT	= 9270.381	SF	
REQD EASMT	= 0.213	ACRES	

PARCEL 6 - DE1010 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
365	82.186 L	142+21.96	OLD MILTON PKWY
	140.440	N75.766°E	
366	170.102 L	143+31.48	OLD MILTON PKWY
	264.770	S48.452°E	
367	92.577 L	145+84.64	OLD MILTON PKWY
	22.350	S53.283°E	
368	87.856 L	146+06.49	OLD MILTON PKWY
	384.571	N66.323°W	
365	82.186 L	142+21.96	OLD MILTON PKWY
REQD R/W	= 16343.581	SF	
REQD R/W	= 0.375	ACRES	
REMAINDER	= +/- 0.000	ACRES	

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1012 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
813	73.661 R	142+79.38	OLD MILTON PKWY
	154.546	S65.835°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	9.011	S24.522°W	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	150.241	N65.480°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	9.130	N3.594°W	
813	73.661 R	142+79.38	OLD MILTON PKWY
REQD R/W	= 1301.185	SF	
REQD R/W	= 0.030	ACRES	
REMAINDER	= +/- 28.665	ACRES	

PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	150.241	S65.480°E	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	9.011	N24.522°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	359.988	S65.835°E	
146	70.453 R	147+93.90	OLD MILTON PKWY
	32.407	S25.401°W	
PE1014	102.856 R	147+93.40	OLD MILTON PKWY
	113.912	N65.478°W	
PE1015	102.856 R	146+79.49	OLD MILTON PKWY
	17.964	S24.522°W	
PE1016	120.820 R	146+79.49	OLD MILTON PKWY
	313.779	N65.478°W	
PE1017	120.820 R	143+65.71	OLD MILTON PKWY
	29.274	N89.203°W	
815	132.598 R	143+38.91	OLD MILTON PKWY
	24.809	N89.203°W	
814	142.579 R	143+16.20	OLD MILTON PKWY
	69.010	N3.594°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
REQD EASMT	= 21796.210	SF	
REQD EASMT	= 0.500	ACRES	

PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
839	69.622 R	151+83.06	OLD MILTON PKWY
	27.430	S66.721°E	
840	69.043 R	152+10.48	OLD MILTON PKWY
	43.892	S65.622°E	
841	68.958 R	152+54.37	OLD MILTON PKWY
	9.039	S2.586°W	
842	77.344 R	152+57.74	OLD MILTON PKWY
	21.548	S31.815°W	
843	98.716 R	152+54.99	OLD MILTON PKWY
	71.968	N64.887°W	
PE1018	97.932 R	151+83.03	OLD MILTON PKWY
	28.310	N24.536°E	
839	69.622 R	151+83.06	OLD MILTON PKWY
REQD EASMT	= 2139.087	SF	
REQD EASMT	= 0.049	ACRES	

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- -----C-----F----- ZZZZZ XXXXX	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W		DATE 3/11/24 5/3/24	REVISIONS OWNER'S NAME UPDATED FOR PARCELS 4 AND 6 REVISED ROW AND ESMNT DATA TABLES FOR PARCEL 6	DATE	REVISIONS	STATE OF GEORGIA
		DEPARTMENT OF TRANSPORTATION						
		RIGHT OF WAY MAP						
		PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: LAND DISTRICT:						
		DRAWING NO. 60-0025						

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

**PERMANENT EASEMENT FOR THE CONSTRUCTION AND
MAINTENANCE OF SLOPES**

GEORGIA, FULTON COUNTY

Tax Parcel #11 -0020-0003-021-6

THIS CONVEYANCE made and executed the _____ day of _____ 2025.

WHEREAS, Georgia Department of Transportation and the City of Alpharetta, Georgia, a political subdivision of the State of Georgia, desire to construct a road project known as SR 120 from North Point Parkway to Kimball Bridge Road (P.I. No. 0017187).

NOW, THEREFORE, for value received, the **CITY OF ALPHARETTA, GEORGIA**, (hereinafter "Grantor") does hereby grant to **GEORGIA DEPARTMENT OF TRANSPORTATION**, (hereinafter "Grantee") the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Grantee may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes within the easement area shown on the attached State of Georgia Department of Transportation Right of Way Map, dated June 19, 2023, last revised May 3, 2024, ("GDOT Map") and marked as Exhibit "A".

All that tract or parcel of land lying and being in Land Lot 911 of the 1st District, 2nd Section, Land Lots 2 of the 1st District, 1st Section of Fulton County, Georgia, and being more particularly described in Exhibit "B" attached hereto and made a part hereof by this reference. Said permanent easement is hereby conveyed, consisting of 23,935.297 square feet (0.549 acres), more or less, as shown on the GDOT Map, attached hereto and made a part of this permanent easement as Exhibit "A."

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

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

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

Signed, sealed and delivered this
____ day of _____ 2025.

GRANTOR:

Witness

BY: _____
JIM GILVIN, MAYOR

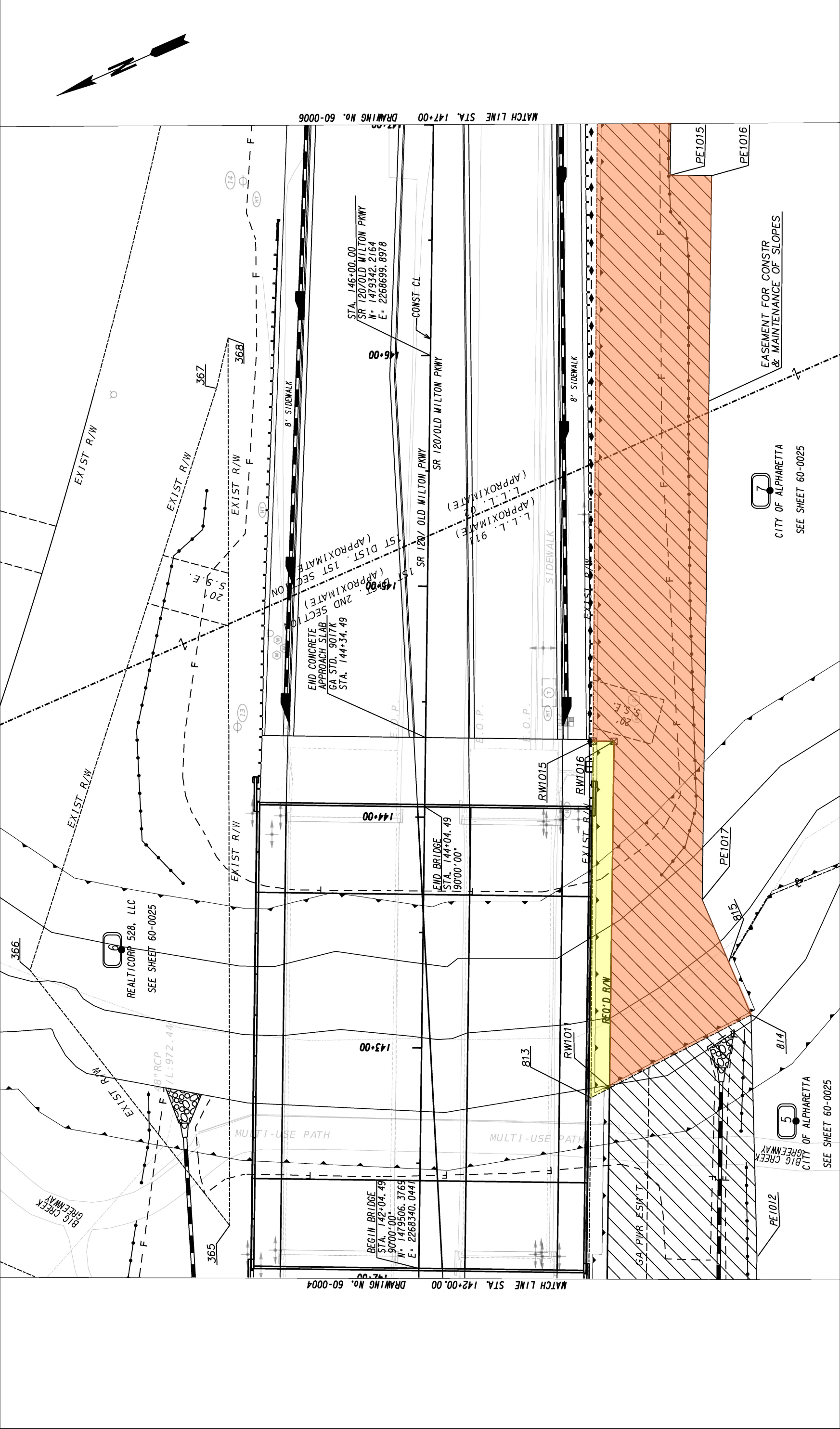
Notary Public

ATTEST: _____
Lauren Shapiro, City Clerk

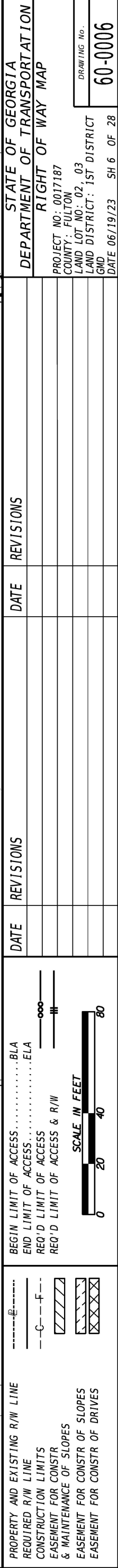
APPROVED AS TO FORM:

City Attorney

Exhibit "A"



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W		DATE REVISIONS 3/11/24 OWNER'S NAME UPDATED FOR PARCEL 6 5/3/24 UPDATED REQ'D R/W & REMOVED ESMNT ON PARCEL 6	DATE REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 02, 911 LAND DISTRICT: 1ST DISTRICT GMD DATE 06/19/23 SH 5 OF 28





4
BETTER PLACE, LLC
SEE SHEET 60-0004

6
REALTICORP 528, LLC
SEE SHEET 60-0005

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 4 - DE1007 - REQ'D DRWY. EASM'T.

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE1003	82.559 L	140+35.99	OLD MILTON PKWY
	10.631	N22.810°E	
DE1004	93.185 L	140+35.67	OLD MILTON PKWY
	55.658	S65.009°E	
DE1005	92.729 L	140+91.33	OLD MILTON PKWY
	10.946	S26.058°W	
DE1006	81.788 L	140+91.04	OLD MILTON PKWY
	10.063	N64.742°W	
364	81.917 L	140+80.97	OLD MILTON PKWY
	44.987	N64.660°W	
DE1003	82.559 L	140+35.99	OLD MILTON PKWY

5
CITY OF ALPHARETTA
SEE SHEET 60-0004 & 60-0005

PARCEL 5 - DE1008 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
806	73.740 R	141+62.73	OLD MILTON PKWY
	116.648	S65.517°E	
813	73.661 R	142+79.38	OLD MILTON PKWY
	9.130	S3.594°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	122.544	N65.476°W	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	8.126	N35.831°E	
806	73.740 R	141+62.73	OLD MILTON PKWY
	REQD R/W = 958.055	SF	
	REQD R/W = 0.022	ACRES	
REMAINDER	= +/- 3.336 ACRES		

PARCEL 5 - DE1009 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	122.544	S65.476°E	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	69.010	S3.594°E	
814	142.579 R	143+16.20	OLD MILTON PKWY
	104.457	N67.622°W	
PE1012	146.487 R	142+11.818	OLD MILTON PKWY
	63.636	N65.478°W	
PE1001	146.487 R	141+48.18	OLD MILTON PKWY
	66.061	N35.831°E	
PE1011	81.708 R	141+61.13	OLD MILTON PKWY
	REQD EASMT = 9270.381	SF	
REQD EASMT	= 0.213 ACRES		

PARCEL 6 - DE1010 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
365	82.186 L	142+21.96	OLD MILTON PKWY
	140.440	N75.766°E	
366	170.102 L	143+31.48	OLD MILTON PKWY
	264.770	S48.452°E	
367	92.577 L	145+84.64	OLD MILTON PKWY
	22.350	S53.283°E	
368	87.856 L	146+06.49	OLD MILTON PKWY
	384.571	N66.323°W	
365	82.186 L	142+21.96	OLD MILTON PKWY
	REQD R/W = 16343.581	SF	
	REQD R/W = 0.375	ACRES	
REMAINDER	= +/- 0.000 ACRES		

7
CITY OF ALPHARETTA
SEE SHEET 60-0005, 60-0006
& 60-0007

PARCEL 7 - DE1012 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
813	73.661 R	142+79.38	OLD MILTON PKWY
	154.546	S65.835°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	9.011	S24.522°W	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	150.241	N65.480°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	9.130	N3.594°W	
813	73.661 R	142+79.38	OLD MILTON PKWY
	REQD R/W = 1301.185	SF	
	REQD R/W = 0.030	ACRES	
REMAINDER	= +/- 28.665 ACRES		

PARCEL 7 - DE1013 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	150.241	S65.480°E	
RW1016	81.708 R	144+33.92	OLD MILTON PKWY
	9.011	N24.522°E	
RW1015	72.697 R	144+33.92	OLD MILTON PKWY
	359.988	S65.835°E	
146	70.453 R	147+93.90	OLD MILTON PKWY
	32.407	S25.401°W	
PE1014	102.856 R	147+93.40	OLD MILTON PKWY
	113.912	N65.478°W	
PE1015	102.856 R	146+79.49	OLD MILTON PKWY
	17.964	S24.522°W	
PE1016	120.820 R	146+79.49	OLD MILTON PKWY
	313.779	N65.478°W	
PE1017	120.820 R	143+65.71	OLD MILTON PKWY
	29.274	N89.203°W	
815	132.598 R	143+38.91	OLD MILTON PKWY
	24.809	N89.203°W	
814	142.579 R	143+16.20	OLD MILTON PKWY
	69.010	N3.594°W	
RW1011	81.713 R	142+83.68	OLD MILTON PKWY
	REQD EASMT = 21796.210	SF	
REQD EASMT	= 0.500 ACRES		

PARCEL 7 - DE1014 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
839	69.622 R	151+83.06	OLD MILTON PKWY
	27.430	S66.721°E	
840	69.043 R	152+10.48	OLD MILTON PKWY
	43.892	S65.622°E	
841	68.958 R	152+54.37	OLD MILTON PKWY
	9.039	S2.586°W	
842	77.344 R	152+57.74	OLD MILTON PKWY
	21.548	S31.815°W	
843	98.716 R	152+54.99	OLD MILTON PKWY
	71.968	N64.887°W	
PE1018	97.932 R	151+83.03	OLD MILTON PKWY
	28.310	N24.536°E	
839	69.622 R	151+83.06	OLD MILTON PKWY
	REQD EASMT = 2139.087	SF	
REQD EASMT	= 0.049 ACRES		

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W



REVISIONS

DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 4 AND 6
5/3/24	REVISED ROW AND ESMNT DATA TABLES FOR PARCEL 6

STATE OF GEORGIA	DEPARTMENT OF TRANSPORTATION
	RIGHT OF WAY MAP
	PROJECT NO: 0017187
	COUNTY: FULTON
	LAND LOT NO:
	LAND DISTRICT:
	GMD
	DATE 06/19/23 SH 25 OF 28
	60-0025

DRAWING NO.

60-0025

EXHIBIT "B"

LEGAL DESCRIPTION

PROJECT NO.: SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.: 0017187
PARCEL NO.: 7
DATE OF R/W PLANS: June 19, 2023
REVISION DATE: December 4, 2024

PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES

This permanent easement grants the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Forsyth County may deem proper to support or accommodate the improve of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes, fills, or embankments.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 911 and 2 of the 1st District, 2nd Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 81.713 feet right of Station 142+83.68; running thence S65.480°E a distance of 150.24 feet to a point 81.71 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence N24.522°E a distance of 9.01 feet to a point 72.70 feet right of and opposite station 144+33.92 on said construction centerline laid out for OLD MILTON PKWY; thence S65.835°E a distance of 359.99 feet to a point 70.45 feet right of and opposite station 147+93.90 on said construction centerline laid out for OLD MILTON PKWY; thence S25.401°W a distance of 32.41 feet to a point 102.86 feet right of and opposite station 147+93.40 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 113.91 feet to a point 102.86 feet right of and opposite station 146+79.49 on said construction centerline laid out for OLD MILTON PKWY; thence S24.522°W a distance of 17.96 feet to a point 120.82 feet right of and opposite station 146+79.49 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 313.78 feet to a point 120.82 feet right of and opposite station 143+65.71 on said construction centerline laid out for OLD MILTON PKWY; thence N89.203°W a distance of 29.27 feet to a point 132.60 feet right of and opposite station 143+38.91 on said construction centerline laid out for OLD MILTON PKWY; thence N89.203°W a distance of 24.81 feet to a point 142.58 feet right of and opposite station 143+16.20 on said construction centerline laid out for OLD MILTON PKWY; thence N3.594°W a distance of 69.01 feet back to the point of beginning.

The above-described parcel contains ± 0.500 acres (21,796.210 sq. ft.), more or less.

– AND –

Beginning at a point 69.622 feet right of Station 151+83.06; running thence S66.721°E a distance of 27.43 feet to a point 69.04 feet right of and opposite station 152+10.48 on said construction centerline laid out for OLD MILTON PKWY; thence S65.622°E a distance of 43.89 feet to a point 68.96 feet right of and opposite station 152+54.37 on said construction centerline laid out for OLD MILTON PKWY;

thence S2.586°W a distance of 9.04 feet to a point 77.34 feet right of and opposite station 152+57.74 on said construction centerline laid out for OLD MILTON PKWY; thence S31.815°W a distance of 21.55 feet to a point 98.72 feet right of and opposite station 152+55.00 on said construction centerline laid out for OLD MILTON PKWY; thence N64.887°W a distance of 71.97 feet to a point 97.93 feet right of and opposite station 151+83.03 on said construction centerline laid out for OLD MILTON PKWY; thence N24.536°E a distance of 28.31 feet back to the point of beginning.

The above-described parcel contains ± 0.049 acres (2,139.087 sq. ft.), more or less.



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Quitclaim Deed: Old Milton Parkway Improvements - Parcel 8

Consideration of approval of a Quitclaim Deed between the City of Alpharetta to the Georgia Department of Transportation conveying 0.085 acres (3,684.377 square feet) of fee simple right-of-way in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 11 -0011-0002-022-6 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda.

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:

This quitclaim deed is necessary for GDOT and the city to construct a road project known as SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road, as planned.

ALTERNATIVES:

Remove from the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Quitclaim Deed - OMP 8



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 8

Tax Parcel ID No.: 11 0011-0002-022-6

**Interested Parties: City of Alpharetta and
Georgia Department of Transportation**

For Review, Consideration, and Execution:

Quitclaim Deed

After recording, please return to:
Patrick D. Jaugstetter, Esq.
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

**GEORGIA DEPARTMENT OF TRANSPORTATION
QUITCLAIM DEED**

GEORGIA, FULTON COUNTY

Project: SR 120 from North Point Pkwy to Kimball Bridge Road
Project No.: 0017187 **County:** FULTON
Tax I.D. #: 11 -0011-0002-022-6

THIS CONVEYANCE, made this ____ day of _____, 2025, between **CITY OF ALPHARETTA, GEORGIA**, party of the first Part, and the **DEPARTMENT OF TRANSPORTATION**, party of the second Part, hereinafter referred to as the **DEPARTMENT**.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the **DEPARTMENT**, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 2 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 114.746 feet left of Station 147+14.89; running thence N88.477°E a distance of 45.95 feet to a point 134.92 feet left of and opposite station 147+56.17 on said construction centerline laid out for OLD MILTON PKWY; thence S66.534°E a distance of 84.25 feet to a point 136.47 feet left of and opposite station 148+40.41 on said construction centerline laid out for OLD MILTON PKWY; thence S23.785°W a distance of 44.53 feet to a point 91.94 feet left of and opposite station 148+40.98 on said construction centerline laid out for OLD MILTON PKWY; thence northwesterly 128.15

feet along the arc of a curve (said curve having a radius of 2,669.71 feet and a chord distance of 128.14 feet on a bearing of N55.228°W) back to the point of beginning.

The above-described parcel contains $\pm$ 0.085 acres (3,684.377 sq. ft.), more or less. Said plat being attached hereto and made a part hereof as Exhibit "A."

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered
this _____ day of _____,
2025, in the presence of:

BY: _____
JIM GILVIN, MAYOR
City of Alpharetta, Georgia

Witness

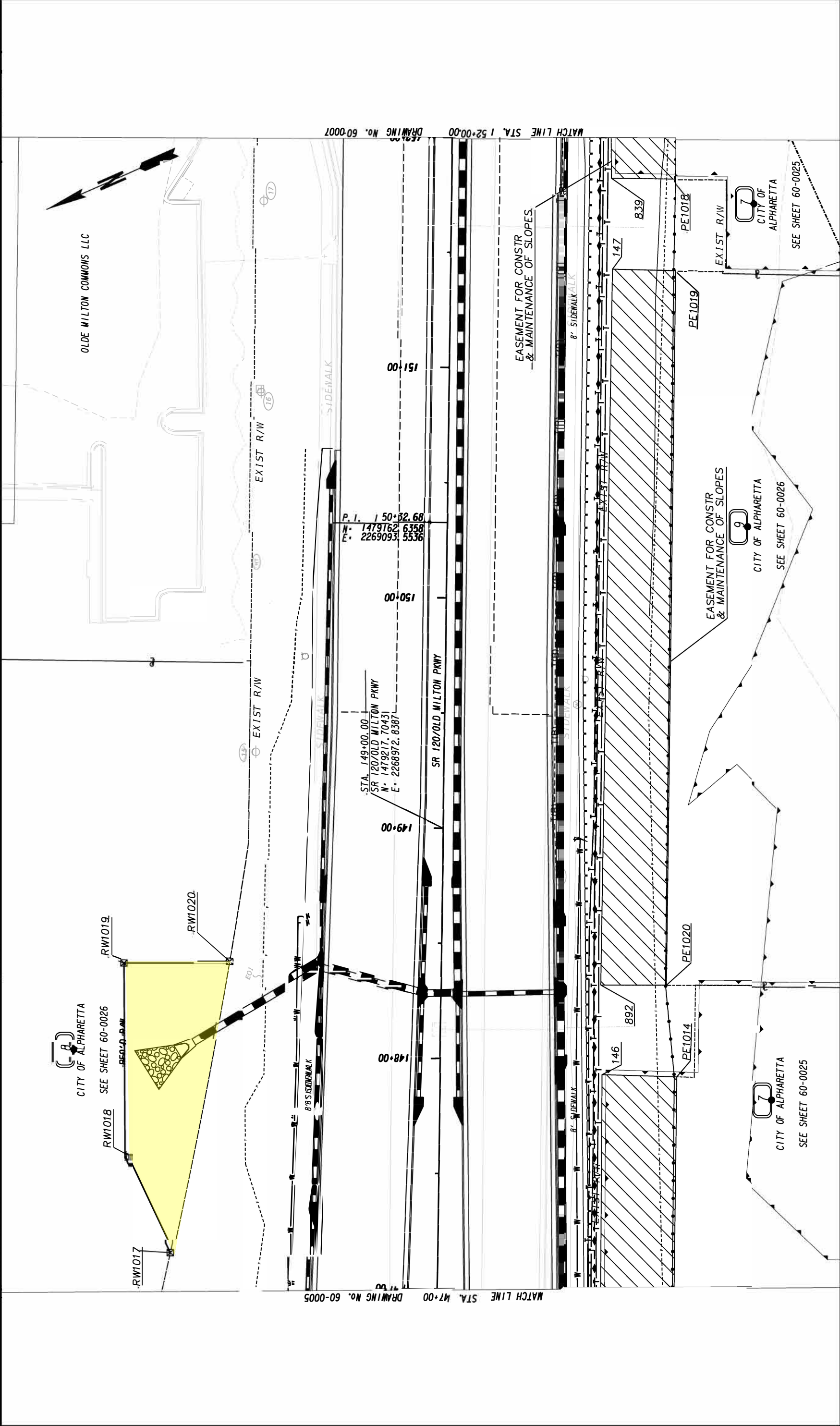
ATTEST: _____
Lauren Shapiro, City Clerk

Notary Public

APPROVED AS TO FORM:

City Attorney

Exhibit "A"



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES EASEMENT FOR CONSTRUCTION OF SLOPES EASEMENT FOR CONSTRUCTION OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W		DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
-----B----- ---C---F--- ZZZZ ZZZZ ZZZZ		0 20 40 80 SCALE IN FEET						PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 02, 03 LAND DISTRICT: 1ST DISTRICT GMD	DRAWING NO. 60-0006

8
CITY OF ALPHARETTA
SEE SHEET 60-0006

***** PARCEL 8 - DE1015 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1017	114.746 L	147+14.89	OLD MILTON PKWY
	45.953	N88.477°E	
RW1018	134.923 L	147+56.17	OLD MILTON PKWY
	84.249	S66.534°E	
RW1019	136.475 L	148+40.41	OLD MILTON PKWY
	44.534	S23.785°W	
RW1020	91.945 L	148+40.98	OLD MILTON PKWY
ARC LENGTH = 128.15			
CHORD BEAR = N55.228°W			
LNTH CHORD = 128.14			
RADIUS = 2669.71			
DEGREE = 7.041°			
RW1017	114.746 L	147+14.89	OLD MILTON PKWY
REQD R/W	= 3684.377	SF	
REQD R/W	= 0.085	ACRES	
REMAINDER	= +/- 9.530	ACRES	

9
CITY OF ALPHARETTA
SEE SHEET 60-0006

***** PARCEL 9 - DE1016 - EASM'T. FOR CONST. AND MAINT. OF SLOPES *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

892	69.403 R	148+32.82	OLD MILTON PKWY
	310.818	S65.280°E	
147	70.545 R	151+43.60	OLD MILTON PKWY
	27.366	S25.168°W	
PE1019	97.909 R	151+43.27	OLD MILTON PKWY
	310.172	N65.478°W	
PE1020	97.845 R	148+33.15	OLD MILTON PKWY
	28.444	N23.846°E	
892	69.403 R	148+32.82	OLD MILTON PKWY
REQD EASMT	= 8663.752	SF	
REQD EASMT	= 0.199	ACRES	

10
TOUCHMARK NATIONAL BANK
SEE SHEET 60-0009

***** PARCEL 10 - DE1017 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1021	70.560 R	163+83.47	OLD MILTON PKWY
	58.030	S65.510°E	
22	70.627 R	164+41.50	OLD MILTON PKWY
	21.643	S24.114°E	
94	84.958 R	164+57.72	OLD MILTON PKWY
	9.510	S24.278°W	
RW1022	94.468 R	164+57.75	OLD MILTON PKWY
	28.394	N64.789°W	
RW1023	94.078 R	164+29.35	OLD MILTON PKWY
	51.558	N38.439°W	
RW1021	70.560 R	163+83.47	OLD MILTON PKWY
REQD R/W	= 1093.027	SF	
REQD R/W	= 0.025	ACRES	
REMAINDER	= +/- 1.880	ACRES	

11
PSC HOLDINGS-ALPHARETTA, LLC
SEE SHEET 60-0009

***** PARCEL 11 - DE1018 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1024	71.838 L	164+43.90	OLD MILTON PKWY
	48.196	N71.272°E	
19	104.801 L	164+79.06	OLD MILTON PKWY
	39.742	S58.259°W	
449	71.790 L	164+56.93	OLD MILTON PKWY
	13.032	N65.364°W	
RW1024	71.838 L	164+43.90	OLD MILTON PKWY
REQD R/W	= 215.638	SF	
REQD R/W	= 0.005	ACRES	
REMAINDER	= +/- 1.192	ACRES	

12
3750 BROOKSIDE, LLC
SEE SHEET 60-0011

***** PARCEL 12 - DE1019 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1048A	70.793 R	176+55.26	OLD MILTON PKWY
	16.669	S65.626°E	
RW1046	70.749 R	176+71.93	OLD MILTON PKWY
	10.929	S24.374°W	
RW1047	81.677 R	176+71.96	OLD MILTON PKWY
	16.669	N65.626°W	
RW1048	81.721 R	176+55.29	OLD MILTON PKWY
	10.929	N24.374°E	
DE1048A	70.793 R	176+55.26	OLD MILTON PKWY
REQD R/W	= 182.167	SF	
REQD R/W	= 0.004	ACRES	
REMAINDER	= +/- 9.871	ACRES	

13
CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

***** PARCEL 13 - DE1020 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1025	71.185 L	177+55.23	OLD MILTON PKWY
	10.899	N25.417°E	
RW1026	82.083 L	177+55.40	OLD MILTON PKWY
	20.079	S65.475°E	
RW1027	82.083 L	177+75.48	OLD MILTON PKWY
	11.162	S24.423°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	20.271	N64.728°W	
RW1025	71.185 L	177+55.23	OLD MILTON PKWY
REQD R/W	= 222.523	SF	
REQD R/W	= 0.005	ACRES	
REMAINDER	= +/- 9.625	ACRES	

13
CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

***** PARCEL 13 - DE1021 - EASM'T. FOR CONST. OF SLOPES *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	2.040	N24.423°E	
TE1021	72.961 L	177+75.50	OLD MILTON PKWY
	150.221	S65.594°E	
TE1022	73.273 L	179+25.72	OLD MILTON PKWY
	150.221	S65.594°E	
TE1023	73.234 L	180+76.12	OLD MILTON PKWY
	4.087	S5.131°W	
484	69.375 L	180+77.46	OLD MILTON PKWY
	152.071	N65.761°W	
485	68.969 L	179+25.23	OLD MILTON PKWY
	149.739	N64.728°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
REQD EASMT	= 1092.787	SF	
REQD EASMT	= 0.025	ACRES	

14
WARFAM ENTERPRISES INC
SEE SHEET 60-0013

***** PARCEL 14 - DE1022 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1029	70.457 R	185+13.84	OLD MILTON PKWY
	16.137	S65.875°E	
RW1029A	70.384 R	185+29.97	OLD MILTON PKWY
	10.771	S24.125°W	
RW1030	81.155 R	185+30.02	OLD MILTON PKWY
	16.137	N65.875°W	
RW1031	81.228 R	185+13.88	OLD MILTON PKWY
	10.771	N24.125°E	
RW1029	70.457 R	185+13.84	OLD MILTON PKWY
REQD R/W	= 173.810	SF	
REQD R/W	= 0.004	ACRES	
REMAINDER	= +/- 0.820	ACRES	

15
ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.
SEE SHEET 60-0013

***** PARCEL 15 - DE1023 - REQ'D R/W *****			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT

RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
	22.827	S66.162°E	
RW1032	69.803 R	186+03.14	OLD MILTON PKWY
	10.770	S23.838°W	
RW1033	80.572 R	186+03.24	OLD MILTON PKWY
	22.827	N66.162°W	
RW1033A	80.790 R	185+80.42	OLD MILTON PKWY
	10.770	N23.838°E	
RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
REQD R/W	= 245.852	SF	
REQD R/W	= 0.006	ACRES	
REMAINDER	= +/- 0.826	ACRES	

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
	-----C-----F-----	END LIMIT OF ACCESS.....ELA			
		REQ'D LIMIT OF ACCESS			
		REQ'D LIMIT OF ACCESS & R/W			
		SCALE IN FEET			
		0204080			



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Permanent Easement: Old Milton Parkway Improvements - Parcel 9

Consideration of approval of a Permanent Easement for the Construction and Maintenance of Slopes between the City of Alpharetta to the Georgia Department of Transportation conveying 8,663.752 square feet (0.199 acres) of permanent easement in connection with the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road project for property interest in Tax Parcel # 11 -0020-0002-027-4 (Parcel Owner: City of Alpharetta) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda.

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:

This permanent easement is necessary for GDOT and the city to construct a road project known as SR 120 (Old Milton Parkway) from North Point Parkway to Kimball Bridge Road, as planned.

ALTERNATIVES:

Remove from the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. Easement - OMP 9



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 9

**Tax Parcel ID No.: 11 -0020-0002-027-4
Interested Parties: City of Alpharetta and
Georgia Department of Transportation**

For Review, Consideration, and Execution:

**Permanent Easement for the Construction and
Maintenance of Slopes**

After recording, please return to:

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

PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES

GEORGIA, FULTON COUNTY

Tax Parcel #11 002000020274

THIS CONVEYANCE made and executed the ____ day of ____ 2025.

WHEREAS, Georgia Department of Transportation and the City of Alpharetta, Georgia, a political subdivision of the State of Georgia, desire to construct a road project known as SR 120 from North Point Parkway to Kimball Bridge Road (P.I. No. 0017187).

NOW, THEREFORE, for value received, the **CITY OF ALPHARETTA “Grantor”** does hereby grant to **GEORGIA DEPARTMENT OF TRANSPORTATION “Grantee”** the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Grantee may deem proper to support or accommodate the improvement of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes within the easement area shown on the attached State of Georgia Department of Transportation Right of Way Map, dated June 19, 2023, last revised December 4, 2024, (“GDOT Map”) and marked as Exhibit “A”.

All that tract or parcel of land lying and being in Land Lot 2 of the 1st Land District, 1st Section of Fulton County, Georgia, and being more particularly described in Exhibit "B" attached hereto and made a part hereof by this reference. Said permanent easement is hereby conveyed, consisting of 8,663.752 square feet (0.199 acres), more or less, as shown on the GDOT Map, attached hereto and made a part of this permanent easement as Exhibit "A."

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

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

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

Signed, sealed and delivered this
__ day of __ 2025.

GRANTOR:

Witness

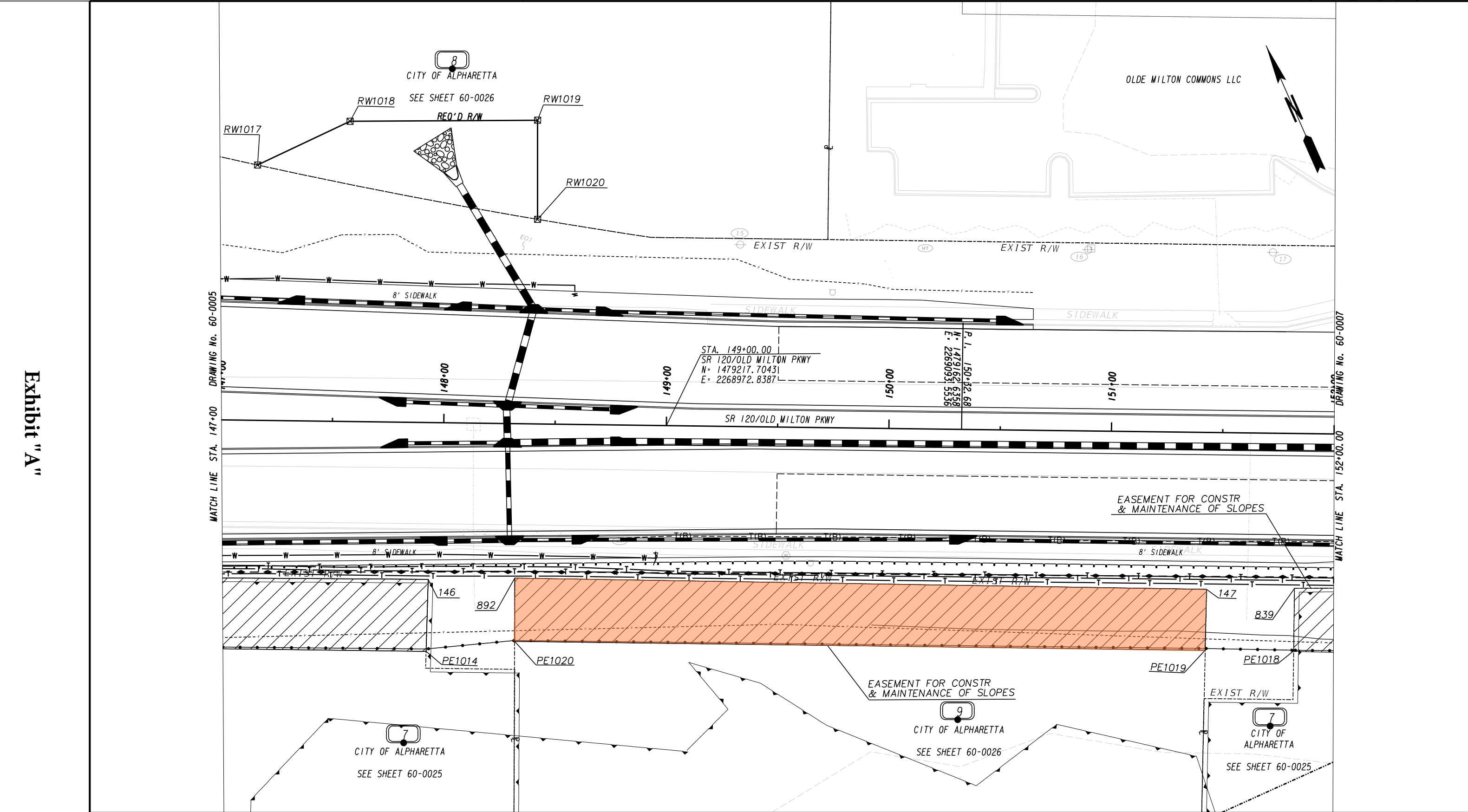
BY: _____
JIM GILVIN, MAYOR

Notary Public

ATTEST: _____
Lauren Shapiro, City Clerk

APPROVED AS TO FORM:

City Attorney



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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET

0204080

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO: 02, 03
LAND DISTRICT: 1ST DISTRICT
GMD
DATE 06/19/23 SH 6 OF 28

DRAWING No.

60-0006

GRWPLN-CE

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8

CITY OF ALPHARETTA
SEE SHEET 60-0006

PARCEL 8 - DE1015 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1017	114.746	L	147+14.89	OLD MILTON PKWY
	45.953		N88.477°E	
RW1018	134.923	L	147+56.17	OLD MILTON PKWY
	84.249		S66.534°E	
RW1019	136.475	L	148+40.41	OLD MILTON PKWY
	44.534		S23.785°W	
RW1020	91.945	L	148+40.98	OLD MILTON PKWY
ARC LENGTH = 128.15				
CHORD BEAR = N55.228°W				
LNTH CHORD = 128.14				
RADIUS = 2669.71				
DEGREE = 7.041°				
RW1017	114.746	L	147+14.89	OLD MILTON PKWY
REQD R/W	=		3684.377 SF	
REQD R/W	=		0.085 ACRES	
REMAINDER	=		+/- 9.530 ACRES	

9

CITY OF ALPHARETTA
SEE SHEET 60-0006

PARCEL 9 - DE1016 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
892	69.403	R	148+32.82	OLD MILTON PKWY
	310.818		S65.280°E	
147	70.545	R	151+43.60	OLD MILTON PKWY
	27.366		S25.168°W	
PE1019	97.909	R	151+43.27	OLD MILTON PKWY
	310.172		N65.478°W	
PE1020	97.845	R	148+33.15	OLD MILTON PKWY
	28.444		N23.846°E	
892	69.403	R	148+32.82	OLD MILTON PKWY
REQD EASMT	=		8663.752 SF	
REQD EASMT	=		0.199 ACRES	

10

TOUCHMARK NATIONAL BANK
SEE SHEET 60-0009

PARCEL 10 - DE1017 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1021	70.560	R	163+83.47	OLD MILTON PKWY
	58.030		S65.510°E	
22	70.627	R	164+41.50	OLD MILTON PKWY
	21.643		S24.114°E	
94	84.958	R	164+57.72	OLD MILTON PKWY
	9.510		S24.278°W	
RW1022	94.468	R	164+57.75	OLD MILTON PKWY
	28.394		N64.789°W	
RW1023	94.078	R	164+29.35	OLD MILTON PKWY
	51.558		N38.439°W	
RW1021	70.560	R	163+83.47	OLD MILTON PKWY
REQD R/W	=		1093.027 SF	
REQD R/W	=		0.025 ACRES	
REMAINDER	=		+/- 1.880 ACRES	

11

PSC HOLDINGS-ALPHARETTA, LLC
SEE SHEET 60-0009

PARCEL 11 - DE1018 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1024	71.838	L	164+43.90	OLD MILTON PKWY
	48.196		N71.272°E	
19	104.801	L	164+79.06	OLD MILTON PKWY
	39.742		S58.259°W	
449	71.790	L	164+56.93	OLD MILTON PKWY
	13.032		N65.364°W	
RW1024	71.838	L	164+43.90	OLD MILTON PKWY
REQD R/W	=		215.638 SF	
REQD R/W	=		0.005 ACRES	
REMAINDER	=		+/- 1.192 ACRES	

12

3750 BROOKSIDE, LLC
SEE SHEET 60-0011

PARCEL 12 - DE1019 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1048A	70.793	R	176+55.26	OLD MILTON PKWY
	16.669		S65.626°E	
RW1046	70.749	R	176+71.93	OLD MILTON PKWY
	10.929		S24.374°W	
RW1047	81.677	R	176+71.96	OLD MILTON PKWY
	16.669		N65.626°W	
RW1048	81.721	R	176+55.29	OLD MILTON PKWY
	10.929		N24.374°E	
DE1048A	70.793	R	176+55.26	OLD MILTON PKWY
REQD R/W	=		182.167 SF	
REQD R/W	=		0.004 ACRES	
REMAINDER	=		+/- 9.871 ACRES	

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1020 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1025	71.185	L	177+55.23	OLD MILTON PKWY
	10.899		N25.417°E	
RW1026	82.083	L	177+55.40	OLD MILTON PKWY
	20.079		S65.475°E	
RW1027	82.083	L	177+75.48	OLD MILTON PKWY
	11.162		S24.423°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	20.271		N64.728°W	
RW1025	71.185	L	177+55.23	OLD MILTON PKWY
REQD R/W	=		222.523 SF	
REQD R/W	=		0.005 ACRES	
REMAINDER	=		+/- 9.625 ACRES	

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1021 - EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
	2.040		N24.423°E	
TE1021	72.961	L	177+75.50	OLD MILTON PKWY
	150.221		S65.594°E	
TE1022	73.273	L	179+25.72	OLD MILTON PKWY
	150.221		S65.594°E	
TE1023	73.234	L	180+76.12	OLD MILTON PKWY
	4.087		S5.131°W	
484	69.375	L	180+77.46	OLD MILTON PKWY
	152.071		N65.761°W	
485	68.969	L	179+25.23	OLD MILTON PKWY
	149.739		N64.728°W	
RW1028	70.921	L	177+75.50	OLD MILTON PKWY
REQD EASMT	=		1092.787 SF	
REQD EASMT	=		0.025 ACRES	

14

MARFAM ENTERPRISES INC
SEE SHEET 60-0013

PARCEL 14 - DE1022 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1029	70.457	R	185+13.84	OLD MILTON PKWY
	16.137		S65.875°E	
RW1029A	70.384	R	185+29.97	OLD MILTON PKWY
	10.771		S24.125°W	
RW1030	81.155	R	185+30.02	OLD MILTON PKWY
	16.137		N65.875°W	
RW1031	81.228	R	185+13.88	OLD MILTON PKWY
	10.771		N24.125°E	
RW1029	70.457	R	185+13.84	OLD MILTON PKWY
REQD R/W	=		173.810 SF	
REQD R/W	=		0.004 ACRES	
REMAINDER	=		+/- 0.820 ACRES	

15

ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.
SEE SHEET 60-0013

PARCEL 15 - DE1023 - REQ'D R/W

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY
	22.827		S66.162°E	
RW1032	69.803	R	186+03.14	OLD MILTON PKWY
	10.770		S23.838°W	
RW1033	80.572	R	186+03.24	OLD MILTON PKWY
	22.827		N66.162°W	
RW1033A	80.790	R	185+80.42	OLD MILTON PKWY
	10.770		N23.838°E	
RW1031A	70.021	R	185+80.31	OLD MILTON PKWY
REQD R/W	=		245.852 SF	
REQD R/W	=		0.006 ACRES	
REMAINDER	=		+/- 0.826 ACRES	

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

-----E-----

-----C-----F-----

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
3/11/24	OWNER'S NAME UPDATED FOR PARCELS 11, 12, AND 13		
5/3/24	REVISED ROW DATA TABLES FOR PARCELS 12, 13, 14, AND 15		

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP	
PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: LAND DISTRICT: GMD DATE 06/19/23 SH 26 OF 28	
DRAWING No.: 60-0026	

EXHIBIT “B”

LEGAL DESCRIPTION

PROJECT NO.:	SR 120 from North Point Pkwy to Kimball Bridge Road
P.I. NO.:	0017187
PARCEL NO.:	9
DATE OF R/W PLANS:	June 19, 2023
REVISION DATE:	December 4, 2024

PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES

This permanent easement grants the right to execute and maintain certain construction over and upon the property described below abutting on and adjacent to the right of way in such manner as Forsyth County may deem proper to support or accommodate the improve of said right of way, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct and maintain any required slopes, fills, or embankments.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 2 of the 1st District, 1st Section of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 69.403 feet right of Station 148+32.82; running thence S65.280°E a distance of 310.82 feet to a point 70.54 feet right of and opposite station 151+43.60 on said construction centerline laid out for OLD MILTON PKWY; thence S25.168°W a distance of 27.37 feet to a point 97.91 feet right of and opposite station 151+43.27 on said construction centerline laid out for OLD MILTON PKWY; thence N65.478°W a distance of 310.17 feet to a point 97.85 feet right of and opposite station 148+33.15 on said construction centerline laid out for OLD MILTON PKWY; thence N23.846°E a distance of 28.44 feet back to the point of beginning.

The above-described parcel contains ± 0.199 acres (8,663.752 sq. ft.), more or less.



STAFF REPORT

Department: Public Works
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Letter Submission to Georgia Department of Transportation for Bonding Requirements

Consideration of approval of submission of an annual bonding requirement letter to the Georgia Department of Transportation for permitted projects within the City of Alpharetta and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the submission of an annual bonding requirement letter to the Georgia Department of Transportation for permitted projects within 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>
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EXTERNAL FUNDING SOURCES:

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

If approved, this letter will be executed by the City Attorney and the Mayor and submitted to the Georgia Department of Transportation. This letter details that the City agrees to comply with all stipulations, requirements, and specifications, and accepts responsibility for satisfactory completion and construction activities of any and all permit numbers assigned between March 1, 2025 and March 1, 2026, which the Georgia Department of Transportation (GDOT) approves and issues to the City of Alpharetta. This is an annual letter that the City has routinely submitted to GDOT in the past.

ALTERNATIVES:

This is an annual requirement and there is not a feasible alternative.

ATTACHMENTS:

1. GDOT Bonding Letter - February 2025



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

February 10, 2025

Georgia Department of Transportation
Traffic Operations
5025 New Peachtree Road
Chamblee, Georgia 30341

Subject: Bonding Requirements for Encroachment Permits Applied for
March 1, 2025 – March 1, 2026

To Whom It May Concern:

This is to advise that the City of Alpharetta agrees to comply with all stipulations, requirements, and specifications, and accepts responsibility for satisfactory completion and construction activities of any and all permit numbers assigned between the above dates which the Georgia Department of Transportation (GDOT) approves and issues to the City of Alpharetta. Approved permits are to authorize certain construction work as described therein within the rights-of-way of any highway, road or street under GDOT jurisdiction within the City of Alpharetta, at any location requiring a permit from the GDOT.

Sincerely,

Jim Gilvin
Mayor

City Attorney

CC: Chris Lagerbloom, City Administrator
Pete Sewczwicz, PE, Director of Public Works

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: Legal
Submitted By: Bret Schroeder
Meeting Date: February 10, 2025

AGENDA ITEM:

Article IX of The Code of the City of Alpharetta Massage and Spa Establishments

This item is for work session purposes only. This item will be presented to City Council by the City Attorney to discuss possible text amendments to the City's Massage and Spa Establishments Ordinance.

STAFF RECOMMENDATION:

This item is for Work Session discussion only. No formal action is requested for this item.

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:

Attached is a proposed draft of Article IX of The Code of the City of Alpharetta, pertaining to the City's Massage and Spa Establishments Ordinance.

The proposed amendments will add a requirement for licensees to undergo a national background check and also provides for an abbreviated renewal for licenses that have no changes. A few minor amendments have been added to create additional requirements for licenses and permits and to provide general clean up for the ordinance.

ALTERNATIVES:

ATTACHMENTS:

1. Massage Ordinance Revisions

ARTICLE IX. MESSAGE AND SPA ESTABLISHMENTS¹

Sec. 10-275. Purpose and legislative findings.

The Georgia General Assembly has declared that the practice of massage therapy is an activity affecting the public interest and involving the health, safety, and welfare of the public, and that the practice of massage therapy by a person who is not licensed under the Georgia Massage Therapy Practice Act (O.C.G.A. § 43-24A-1 et seq.) is a public nuisance, and harmful to the public health, safety, and welfare. The city council agrees with those findings. Furthermore, the city council finds that, for many massage establishments, the business in fact is sexual conduct or the intimation of sexual conduct, rather than lawful massage therapy. Such establishments offer massage services as a subterfuge for prostitution, masturbation for hire, and other paid sexual contact, which are harmful to the public health, safety, and welfare. There is difficulty and expense in conclusively distinguishing between such establishments and legitimate massage establishments, but one rational distinction is whether the establishment has a relationship with a corporate or franchising hierarchy, which would tend to safeguard against unlawful sexual activities on the massage establishment premises. It is a purpose of this article to impose licensing requirements to help prevent illegal massage, prostitution, and related sex crimes, yet without hindering legitimate massage establishments operating under a business structure with external oversight that serves that purpose. Pursuant to O.C.G.A. § 43-24A-22 (allowing local regulation of massage businesses and of persons not licensed by the state), it is the purpose of this article to regulate the operation of massage establishments and spa establishments, and to regulate employees of such establishments who are not licensed as massage therapists by the state, as an exercise of the city's police power in order to protect the health, safety and general welfare of the citizens of the city.

(Ord. No. 723, § 12-161, 4-4-2016)

Sec. 10-276. Definitions.

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

Applicant means any person, firm, corporation, or other legal entity applying for a license to operate a massage establishment or spa establishment, as defined herein, or a person applying for a work permit, as provided for herein.

Employee means any person who performs any service on the premises of a massage establishment or spa establishment, on a full-time, part-time, or contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, apprentice, trainee, or otherwise. The term "employee" does not include a person who is licensed or provisionally permitted pursuant to the Georgia Massage Therapy Practice Act (O.C.G.A. § 43-24A-1 et seq.), or a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

Hearing officer means the city administrator, or his/her designee, appointed to conduct hearings under this article.

Massage or massage therapy means the manipulation and/or treatment of soft tissues of the body, including, but not limited to, the use of effleurage, petrissage, pressure, friction, tapotement, kneading, vibration, range of

¹State law reference(s)—Massage therapy practice, O.C.G.A. § 43-24A-22 et seq.

motion stretches, a system of structured touch, pressure, movement, and holding to the soft tissue of the body, and any other soft tissue manipulation whether manual or by use of massage apparatus, and may include the use of water, oils, lotions, creams, lubricants, salt glows or scrubs, hydrotherapy, heliotherapy, hot packs, cold packs or other topical preparations. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 square feet and shall not be closer than 2,000 feet to a comparable business. The term "massage" or "massage therapy" shall not include diagnosis, the prescribing of drugs or medicines, spinal or other joint manipulations, or any service or procedure when performed by a person who is licensed by the state to practice chiropractic, physical therapy, podiatry or medicine. Further, the term "massage" or "massage therapy" shall not include the following when lawfully performed by a natural person licensed or certified by the state board of cosmetology while engaged in the practice authorized by such state license (or certificate of registration) in accordance with, and as further regulated by, the state licensing laws set forth in O.C.G.A. § 43-10-1 et seq.:

- (1) Touching of the scalp or face by a state-licensed barber or cosmetologist;
- (2) Touching of the hands or feet by a state-licensed nail technician or cosmetologist; and
- (3) Touching of the face, neck, décolletage, or arms by a state-licensed esthetician or cosmetologist.

It shall be unlawful to establish a massage establishment in the city, unless said establishment is located:

- (1) At least 300 feet from State Route 9;
- (2) At least 300 feet from State Route 120; and
- (3) At least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, or any residence.

The foregoing minimum distance requirements shall not apply to any massage establishment located within a mixed use development in the MU district. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the massage establishment parcel to the closest point on the State Route 9 or State Route 120 right-of-way, or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence.

Massage apparatus means any manual, mechanical, hydraulic, hydrokinetic, electric or electronic device or instrument or any device or instrument operated by manual, mechanical, hydraulic, hydrokinetic or electric power for the purpose of administering a massage.

Massage establishment means a commercial establishment where any person offers or engages in massage or massage therapy. The term "massage establishment" shall not include hospitals or other professional health care establishments separately licensed as such by the state.

Premises means the real property, or portion thereof, upon which the massage establishment or spa establishment is located, including, but not limited to, the establishment and the grounds, private walkways, and parking lots and/or parking garages under the ownership or control of the establishment.

Spa establishment means a business that provides services requiring a customer to disrobe, which may include non-medical massage, other personal services such as skin, nail, hair treatments, hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a zoning category allowing retail use, shall not occupy more than 4,000 square feet and shall not be closer than 2,000 feet to a comparable business. The term "spa establishment" shall not include hospitals or other professional health care establishments separately licensed as such by the state.

It shall be unlawful to establish a spa establishment in the city, unless said establishment is located:

- (1) At least 300 feet from State Route 9;
- (2) At least 300 feet from State Route 120; and

-
- (3) At least 300 feet from any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, or any residence.

The foregoing minimum distance requirements shall not apply to any spa establishment located within a mixed use development in the MU district. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the spa establishment parcel to the closest point on the State Route 9 or State Route 120 right-of-way, or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence.

Specified criminal activity means any of the following specified crimes:

- (1) Illegal gambling;
- (2) Prostitution, keeping a place of prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, sodomy, aggravated sodomy, rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
- (3) Obscenity, disseminating or displaying matter harmful to a minor, or use of a child in a sexual performance;
- (4) Any offense related to any massage establishment or spa establishment or which is related to the regulatory purposes of this article, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity;
- (5) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (6) Any offense in another jurisdiction that, had the predicate act been committed in Georgia, would have constituted any of the foregoing offenses.

(Ord. No. 723, § 12-162, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-277. Penalties.

Any person violating any of the provisions of this article shall be punished as provided in section 1-8. Nothing in this section and no action taken hereunder shall be held to exclude such other civil, criminal, or administrative proceedings as may be authorized by other provisions of this Code or any of the laws in force in the city, or to exempt anyone violating this Code or any part of said laws from any penalty which may be incurred.

(Ord. No. 723, § 12-163, 4-4-2016)

Sec. 10-278. Scope of regulations.

- (a) All licenses and work permits issued under this article shall constitute a mere privilege to operate or work at the establishment specified in the license or work permit during the term of the license or work permit only, and shall be subject to all terms and conditions imposed by the city, the county and the state.
- (b) This article shall not be enforced against:
 - (1) Any natural person who is a physician, chiropractor, physical therapist, or similar professional licensed and regulated by or through the state while engaged in the practice of the profession for which the person is licensed by the state;
 - (2) Any hospital or other professional health care establishment, including a physician's, physical therapist's, or chiropractor's office, separately licensed as such by the state;

-
- (3) Any natural person who is a massage therapist licensed by the state under the Georgia Massage Therapy Practice Act (O.C.G.A. § 43-24A-1 et seq.) while engaged in the practice of massage therapy as authorized and regulated under said Act; notwithstanding the foregoing exception, the provisions of this article regulating massage establishments and spa establishments and the operation of such establishments shall be enforced against any such person to the extent such person owns, operates or manages a massage establishment or spa establishment or supervises the employees thereof, unless otherwise expressly excepted herein; or
 - (4) Any other individual or entity expressly exempted from local legislation by the laws of the state.
 - (c) Licenses and work permits issued before the adoption of the ordinance from which this article is derived shall continue in effect for their original terms, subject to the regulations provided herein, including the revocation provisions in section 10-284, as amended.
 - (d) All massage establishments, spa establishments, and their employees shall comply with this article upon its adoption, including those that hold a license or a work permit issued before the adoption of the ordinance from which this article is derived.
 - (e) The director of community development may exempt a massage establishment or a spa establishment and its employees from the licensing requirements of sections 10-279 through 10-281 for a specified calendar year. An exemption under this subsection expires on December 31 of the year for which it was granted. Upon the expiration of an exemption, the establishment and its employees are subject to all requirements of sections 10-279 through 10-281. Any request for an exemption shall be submitted in writing to the director of community development and is automatically rejected unless the director of community development grants the exemption. An exemption, if granted by the director of community development, shall be in writing and shall be based upon evaluation of the request according to the following standards:
 - (1) Whether the establishment is part of a chain that operates in multiple locations under common ownership, franchise agreements, or a similar arrangement that involves centralized control or corporate supervision;
 - (2) Whether persons who provide services to customers at the establishment hold state licenses;
 - (3) The establishment's, its owners', and its managers' histories relative to compliance with massage establishment or spa establishment licensing requirements;
 - (4) Whether the location used by the establishment has been free from association with unlawful activity for the last 12 months; and
 - (5) Whether the establishment is managed and operated by a person who has been continually licensed pursuant to the Georgia Massage Therapy Practice Act for at least seven years.

(Ord. No. 723, § 12-164, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-279. Massage/spa establishment license required; application.

- (a) *Massage/spa establishment license required.* It shall be unlawful for any person or legal entity to operate a massage establishment or a spa establishment in the city without a valid massage/spa establishment license or exemption therefrom. This license requirement is in addition to obtaining an occupation tax certificate pursuant to article III of chapter 42 pertaining to taxation.
- (b) *Application.* An applicant for a massage/spa establishment license shall file in person at the city department of community development a completed application made on a form provided by the city. The application must be executed by the person primarily responsible for the operation of the establishment. If the applicant is a partnership, limited liability company, corporation, or other legal entity, the application must also be

executed by an officer, member, partner or shareholder, as applicable. Signatures on the application shall be notarized. An application shall be considered complete when it contains the information and/or items required in this subsection, accompanied by the annual regulatory fee:

- (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
- (2) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1. If the applicant is a partnership, limited liability company, corporation, or other legal entity, a signed and sworn affidavit verifying the lawful presence of each person who executes the application on behalf of the applicant.
- (3) A signed and sworn affidavit attesting that the applicant either uses the federal work authorization program in accordance with federal regulations or that the applicant employs fewer than 11 people or otherwise does not fall within the requirements of O.C.G.A. § 36-60-6.
- (4) Current business address and residential mailing address for the applicant.
- (5) The business name, location, legal description, mailing address and telephone number of the establishment.
- (6) If the applicant is a sole proprietor, written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
- (7) If the applicant is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of the legal entity's:
 - a. Officers;
 - b. Directors;
 - c. Partners, members, or shareholders (natural persons) holding a ten percent or greater ownership interest in such legal entity, or if there is no shareholder (natural person) with at least a ten percent interest, the ten shareholders with the greatest ownership interest;
 - d. Employee or agent primarily responsible for operation of the massage or spa establishment; and
 - e. Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government for each person listed in subsections (b)(7)a through d of this section.
- (8) A statement of whether the applicant or any person listed in response to subsection (b)(7) of this section has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; ~~or~~
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
- (9) A statement of whether the applicant or any person listed in response to subsection (b)(7) of this section has within the previous five years been arrested for, convicted of, or pleaded guilty or entered a plea of nolo contendere to a specified criminal activity as defined in this article, and if so, each

specified criminal activity involved, including the date, place, and jurisdiction of each such arrest and/or conviction.

- (10) A statement of whether the applicant or a person listed in response to subsection (b)(7) of this section has in the previous 12 months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
- Been declared by a court of law to be a nuisance; or
 - Had its license to operate a massage establishment or a spa establishment revoked;
 - Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
- (11) If the applicant is a partnership, limited liability company, corporation or other legal entity required to be chartered under the laws of the state or authorized by the secretary of state to do business in the state, such corporation must be chartered under the laws of the state or authorized by the secretary of state to do business in the state and must submit copies of the certificate of organization or incorporation, as applicable, and articles of organization or incorporation, as applicable.
- (12) A sworn and notarized statement of a registered agent who is a resident of the county and who is at least 18 years of age, required to be designated by a licensee to receive any process, notice or demand required or permitted by law or under this article to be served upon the applicant.
- (13) A statement as to whether the applicant is the owner of the premises wherein the establishment will be operated or the holder of a lease thereon for the period to be covered by the license. If the applicant is a lease holder, the following shall be submitted with the license application:
- A copy of the lease; and
 - The written consent of the owner of the real property upon which the premises are located which demonstrates knowledge and acceptance of the applicant's proposed operation of a massage establishment or spa establishment on the subject property, grants permission to the applicant to submit the subject application, and acknowledges and represents that such real property owner has read and fully understands the requirements of this article, including, but not limited to, the provisions set forth in section 10-288.
- (14) A survey (dated no more than 180 days prior to submission of the application to the city), certified by a registered surveyor of this state, showing a scaled drawing of the premises to be licensed and the distance in feet from State Route 9, State Route 120, and any parcel occupied by a house of worship, public or private elementary or secondary school, public park, state-licensed day care facility, or any residence, unless the establishment to be licensed is located within a mixed use development in the MU district. For the purpose of this subsection, measurements shall be made in a straight line in all directions without regard to intervening structures or objects, from the closest point on a boundary line of the massage establishment or spa establishment parcel to the closest point on the State Route 9 or State Route 120 right-of-way, or to the closest point on a boundary line of any parcel containing a house of worship, public or private elementary or secondary school, public park, or residence.
- (15) For every person on the premises who offers, or will offer, services for which a license under O.C.G.A. § 43-24A-1 et seq. is required, a copy of the state license for each such person as well as a color photograph, no smaller than two inches by two inches, showing the face, neck, and shoulders of each such person; or, if there are none, a statement certifying that the application is for the operation of a

spa establishment only and that neither the establishment nor any person on the premises offers, or will offer, massage or services for which said person is required to be licensed by the State of Georgia pursuant to O.C.G.A. § 43-24A-1, et seq.

- (16) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints for all persons required to sign the application to be forwarded to the Georgia Bureau of Investigation and to the Federal Bureau of Investigation, as specified under O.C.G.A. § 35-3-35(a)(1) and Federal Public Law 92-544. By filing such application, the applicant consents to the City obtaining their criminal history record information (CHRI) from the Georgia Crime Information Center (GCIC) and the Federal Bureau of Investigation (FBI).
- a. The applicant shall bear the cost of: (1) an administrative fingerprinting fee to be charged by the City, which shall be the maximum allowed by statute, which is currently \$20.00, which fee shall include fingerprinting when carried out by the City; and (2) the charge by the GBI and the FBI for the CHRI history at their latest rate, paid to the City by certified or cashier's check, money order, or credit card.
 - b. Once an application, accompanying documents, fingerprints, and the required fees are filed with the City, the City shall transmit said fingerprints and appropriate fees to the GCIC. As provided by law, the GCIC will compare the subject's fingerprints against its criminal file and submit the fingerprints to the FBI for a comparison with nation-wide records, unless submission to the FBI is automatic pursuant to the use of live-scan. The results of the FBI check will be returned based on its current procedure, presently being directly to the City if submissions are made manually to the GCIC, or electronically from both the GBI and FBI where submissions are made electronically to the GCIC.
 - c. In compliance with Federal law 95-544, which provides for the rendering of a "fitness determination," the City shall decide whether the applicant has been convicted of, or is under pending indictment for enumerated disqualifiers, as set forth within this chapter.
 - d. A person who has consented to the City for a criminal history based on fingerprinting record may request and receive a copy of the criminal history record report from the City at no additional charge. Should the person seek to amend or correct the record, he or she shall be responsible for contacting the GCIC as to Georgia records and/or the FBI concerning records from other jurisdictions maintained in its file.

The information provided pursuant to subsection (b) of this section shall be supplemented in writing by certified mail, return receipt requested, to the city department of community development within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (c) *Confidentiality.* The information provided by an applicant in connection with an application for a license under this article shall be maintained by the city department of community development on a confidential basis, and such information may be disclosed to the public only as required under governing law. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to any required disclosure under the Georgia Open Records Act or other applicable law.
- (d) *Issuance of license.* Upon the filing of a completed massage/spa establishment license application, the city shall cause to be conducted a ~~National (FBI)~~ criminal background investigation, as set forth above, of the applicant and shall transmit a summary of the investigation results to the director of community development or his/her designee. Within 60 days of the filing of the application, the director of community development, or his/her designee, shall either issue a license to the applicant or issue a written notice of intent to deny the license to the applicant. The director of community development, or his/her designee, shall issue the license unless:

-
- (1) The applicant or a person listed in response to subsection (b)(7) of this section is less than 21 years of age.
 - (2) The applicant has failed to provide information required by this article for issuance of a license or has falsely answered a question or request for information on the application form.
 - (3) The applicant is neither the owner of the premises wherein the establishment will be operated, nor the holder of a lease thereon for the period to be covered by the license.
 - (4) The annual regulatory fee required by this article has not been paid.
 - (5) The establishment is not in compliance with the location requirements of this article or of any part of the Code. This provision shall not be grounds to deny a license to a massage establishment or spa establishment that was, in all respects, lawfully operating at the premises prior to the adoption of the location requirements of the ordinance from which this article is derived and that has continued to lawfully operate at the premises.
 - (6) The city has revoked a massage/spa establishment license at the premises within the previous 12 months.
 - (7) The applicant or a person listed in response to subsection (b)(7) of this section has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
 - (8) The applicant or a person listed in response to subsection (b)(7) of this section has within the previous five years been convicted of, or pleaded guilty or entered a plea of nolo contendere to, a specified criminal activity, as defined in this article.
 - (9) The establishment does not comply with all applicable building, health, and life safety codes, or the building to be occupied does not have a valid, current certificate of occupancy.
 - (10) The applicant or a person listed in response to subsection (b)(7) of this section has in the previous 12 months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
 - (11) Reserved.

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- (12) The applicant is a partnership, limited liability company, corporation or other legal entity that is required to be chartered under the laws of the state or authorized by the secretary of state to do business in the state, but is not so chartered or authorized.
- (e) *License display.* A license, if issued, shall be issued in the name of the applicant. The license shall be posted in a conspicuous place at or near the entrance to the establishment so that it may be read at any time that the establishment is occupied by patrons or is open to the public.
- (f) *Employee permit display.* Massage establishments and spa establishments shall post each employee's work permit issued by the city in a conspicuous place at or near the entrance to the establishment so that it may be read at any time that the establishment is occupied by patrons or is open to the public.
- (Ord. No. 723, § 12-165, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-280. Regulatory fee; expiration.

- (a) There shall be an annual regulatory fee, consisting of a non-refundable investigative fee and a license fee, for each massage and spa establishment licensed within the city. The investigative and license fees shall be set by the director of community development. The full regulatory fee shall be paid with the license application and shall not be prorated under any circumstances. If the applicant withdraws the application or the license is denied, the applicant shall be refunded the full license fee paid. No refund shall be allowed once the license has been issued.
- (b) All licenses granted hereunder shall be for the calendar year and expire on December 31 of each year. Each subsequent renewal application shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been held, except that renewal applications for which the applicant certifies there are no changes to information and data contained in the original application shall not be required to include information or documents specified in Section 10-279(b)(7), (11), (12), (13), or (14). Existing licensees shall file renewal applications by November 1 of each year for the following license year. Applications received after November 1 shall be subject to a ten percent late fee.
- (c) No license issued pursuant to this article shall be transferable. Upon change of ownership, even if only in part, a new application will be completed and submitted along with all necessary fees.

(Ord. No. 723, § 12-166, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-281. Employee work permits required.

- (a) Massage/spa establishment work permit required. It shall be unlawful for any person to be an employee, as defined in this article, of a massage establishment or spa establishment in the city without a valid massage/spa establishment work permit issued under the terms of this article, except that a person who holds a valid massage/spa establishment license or who is listed in response to section 10-279(b)(7)a through c in relation to a valid massage/spa establishment license shall not be required to also obtain a massage/spa establishment work permit to be an employee at that particular licensed establishment. A person who works at more than one establishment shall obtain a separate work permit for each establishment. No applicant for a massage/spa establishment work permit shall work at a massage establishment or a spa establishment in the city until the applicant receives, and the establishment posts, the employee's work permit as required by this article. A receipt issued by the city is not a valid massage/spa establishment work permit and does not authorize the person to work in a massage establishment or spa establishment.
- (b) Application. An applicant for a massage/spa establishment work permit shall file in person at the city department of public safety, records division, a completed application made on a form provided by the city.

The application must be signed and notarized. Applicants shall make themselves available for photographing. An application shall be considered complete when it contains the information and/or items required in this subsection (b), accompanied by the work permit fee:

- (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
- (2) Current business address or another mailing address for the applicant.
- (3) Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
- (4) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1.
- (5) The name and address of the massage establishment or spa establishment for which the applicant seeks to obtain the work permit.
- (6) A statement of whether the applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
- (7) A statement of whether the applicant has within the previous five years been arrested for, convicted of, or pleaded guilty or entered a plea of nolo contendere to a specified criminal activity as defined in this article, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each such arrest and/or conviction.
- (8) A statement of whether the applicant has in the previous 12 months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.

~~A copy of the applicant's state massage therapy license and proof of continuing education credit.~~

The information provided pursuant to subsection (b) of this section shall be supplemented in writing by certified mail, return receipt requested, to the city department of public safety, records division, within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

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- (c) The information provided by an applicant in connection with an application for a work permit under this article shall be maintained by the city department of public safety, records division, on a confidential basis, and such information may be disclosed to the public only as required under governing law. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to any required disclosure under the Georgia Open Records Act or other applicable law.
- (d) Issuance of work permit. Upon the filing of a completed massage/spa establishment work permit application, the city shall cause to be conducted a criminal background investigation of the applicant and shall transmit a summary of the investigation results to the director of public safety or his/her designee. Within 30 days of the filing of a completed massage/spa establishment work permit application, the director of public safety or his/her designee shall either issue a work permit to the applicant or issue a written notice of intent to deny the work permit to the applicant. The director of public safety, or his/her designee, shall issue the work permit unless:
- (1) The applicant is less than 18 years of age.
 - (2) The applicant has failed to provide information required by this article for issuance of a work permit or has falsely answered a question or request for information on the application form.
 - (3) The work permit fee required by this article has not been paid.
 - (4) The establishment for which the applicant seeks a work permit does not have a valid massage/spa establishment license from the city.
 - (5) The applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.
 - (6) The applicant has within the previous five years been convicted of, or pleaded guilty or entered a plea of nolo contendere to, a specified criminal activity, as defined in this article.
 - (7) The applicant has in the previous 12 months resided with someone who has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license to operate a massage establishment or a spa establishment revoked;
 - c. Engaged in or allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment; or
 - d. Has allowed, been convicted of, or plead guilty or entered a plea of nolo contendere to three or more violations of this article within a 12-month period.

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- (e) The work permit, if issued, will be valid for a period of one year from the date it is issued. The replacement and additional work permit shall be issued upon payment of one-half of the fee charged for a work permit and will expire the same date as the then-current work permit. A massage establishment or spa establishment employee shall provide the employee's work permit to the establishment for which it was issued to be posted on the premises pursuant to this article.
 - (f) The director of public safety, or his/her designee shall issue a written notice of intent to revoke an employee's work permit, following notice and hearing pursuant to this article, and demand its return if the employee has violated the provisions of this article, any state law or applicable local ordinance.
 - (g) It shall be unlawful for an employee whose work permit has been revoked to refuse to return the work permit to the city department of public safety, records division, or to alter, conceal, deface, or destroy the work permit.
 - (h) The permit fee for a massage/spa establishment work permit shall be established by the director of public safety.

(Ord. No. 723, § 12-167, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-282. General operating provisions.

- (a) Massage establishments and spa establishments shall keep on file, on the premises of the establishment, a list of all persons who perform any service on the premises of the establishment, their home addresses and home or mobile telephone numbers, their duties and services performed for the massage or spa establishment, whether such persons have massage/spa establishment work permits issued by the city, and whether such persons have licenses or provisional permits issued by the state pursuant to the Georgia Massage Therapy Practice Act. The holder of a massage/spa establishment license must also keep on file, on the premises of the establishment, a copy of the establishment's two most recent license applications. A list of all employees, and most recent copies of their state licenses (if so licensed) and certifications shall be provided to the city department of community development no later than January 15 of each year.
- (b) Massage establishments and spa establishments shall maintain correct and accurate records of each instance that a service is provided, the type of service provided, and the name of the person at the establishment who provided the service. The records shall be subject to inspection by the city manager, the chief of police, and their designees during those times when the establishment is occupied by patrons or is open to the public.
- (c) No massage establishment or spa establishment shall allow any person required to have any state-mandated licenses, or a massage/spa establishment work permit pursuant to this article, to perform any service on the premises until such person has procured such license or work permit. Licensees and all managers and/or supervisors of any massage or spa establishment are required by this article to inspect and verify that each person who performs services on the premises who is required to have a valid state license or city work permit, has the required license or work permit on the establishment premises at all times, and failure to do so shall be a violation of this article.
- (d) Each massage establishment and spa establishment shall have an owner, manager or supervisor on the premises at all hours that the establishment is occupied by patrons or is open to the public. Further, each massage establishment shall have a state-licensed massage therapist on the premises at all hours that the establishment is occupied by patrons or is open to the public. No massage establishment shall hold itself out as being open for business at any time when there is no state-licensed massage therapist on the premises. In addition to the other penalties and remedies provided herein, if during an inspection there is no owner, manager, or supervisor, or, if applicable, state-licensed massage therapist on the premises, the establishment must cease operations and close until an owner, manager or supervisor or state-licensed massage therapist, as applicable, is on the premises.

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- (e) Records required to be maintained under this article shall be kept for a minimum of two years. Records shall be made available to the director of community development or his/her designee, during business hours, at the establishment's business location in the city.
 - (f) All employees and other persons on the premises, with the exception of customers receiving a massage from a state-licensed massage therapist, shall be completely clothed. For the purposes of this article, the term "completely clothed" means having on the upper portion of the body appropriate undergarments and either a blouse or shirt which shall cover all the upper body, save the arms and neck, and shall mean having on the lower body appropriate undergarments plus either pants or a skirt, and said pants or skirt must cover from the waist down to a point at least two inches above the knee. All clothes worn in compliance with this article shall be entirely non-transparent.
 - (g) No customer receiving a massage from a state-licensed massage therapist shall expose his/her genitals, pubic area, anus, buttocks, or the female breast to another person on the premises of a massage establishment or spa establishment. This prohibition does not apply to the showing of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel, provided the areola is not exposed in whole or in part.
 - (h) No massage establishment or spa establishment shall be or remain open for business between the hours of 9:00 p.m. and 7:00 a.m. No person shall be or remain inside a massage establishment or spa establishment between the hours of 10:00 p.m. and 6:00 a.m. No massage establishment or spa establishment shall hold itself out as open at a time that the establishment is prohibited, under this subsection, from being open for business.
 - (i) A readable sign shall be posted at the main entrance identifying the establishment. Signs shall comply with the sign requirements of this Code.
 - (j) Minimum lighting shall be provided in accordance with the building code, as adopted by the city council, and at least one artificial light of not less than 40 watts (or equivalent illumination) shall be provided in each enclosed room or booth.
 - (k) Ordinary beds or mattresses shall not be permitted in any massage establishment or spa establishment.
 - (l) No massage establishment or spa establishment shall knowingly or recklessly allow any minor (i.e., a person under the age of 18 years) to be or remain inside the massage establishment or spa establishment unless the minor is accompanied by his/her parent, legal guardian, or a person who is at least 21 years of age and has been entrusted with the minor by the minor's parent or legal guardian.
 - (m) No person shall knowingly or recklessly touch, manipulate, fondle, or handle in any manner the sexual organs, genital area, or anus of any other person on the premises of a massage establishment or spa establishment.
 - (n) Massage establishments and spa establishments shall post and maintain a copy of the human trafficking notice available on the Georgia Bureau of Investigation internet website (as per O.C.G.A. § 16-5-47) in each public restroom for the establishment and in another conspicuous location in clear view of the public and employees where similar notices are customarily posted.
 - (o) It shall be unlawful to operate a massage establishment or spa establishment with storefront windows that have material and glazing applied or affixed that reduce light transmission through the windows to less than 32 percent, plus or minus three percent, or increase light reflectance to more than 20 percent.
 - (p) Massage establishments, spa establishments, and their employees shall ensure that storefront windows are not blocked by curtains, blinds, posters, advertisements, or any other screening material.
- (Ord. No. 723, § 12-168, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-283. Inspection.

Massage establishments, spa establishments, and their employees shall permit the city manager, director of community development, and/or their designees or agents to inspect, from time to time on an occasional basis, any portion of the establishment premises where patrons are permitted, for the purpose of ensuring compliance with the regulations of this article, during those times when the establishment is occupied by any patron or is open to the public. This section shall be narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this article.

(Ord. No. 723, § 12-169, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-284. Revocation of license or work permit.

- (a) Revocation for specific violations. The director of public safety and/or community development, or his/her designee shall issue a written notice of intent to revoke a massage/spa establishment license or a massage/spa establishment work permit, as applicable, if:
- (1) The licensee or work permit holder has failed to maintain the qualifications for holding a license or work permit;
 - (2) The licensee or work permit holder has recklessly given false information in the application for the license or the employee work permit or has failed to supplement the application information as required by section 10-279(b) or 10-281(b) after a change of circumstances that rendered the information originally submitted false or incomplete;
 - (3) The licensee or work permit holder has failed to maintain correct and accurate records as required by this article;
 - (4) The licensee or work permit holder has engaged in or recklessly allowed possession, use, or sale of controlled substances on the premises of the establishment;
 - (5) The licensee or work permit holder has engaged in or recklessly allowed prostitution on the premises of the establishment;
 - (6) The licensee or work permit holder has engaged in or recklessly allowed sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, or disorderly conduct to occur in or on the premises of the establishment;
 - (7) The licensee or work permit holder has knowingly or recklessly allowed a person under the age of 21 years to consume alcohol on the premises of the establishment;
 - (8) The licensee or work permit holder has violated section 10-282(c);
 - (9) The licensee or work permit holder has knowingly or recklessly allowed any minor (i.e., a person under the age of 18 years) to be or remain inside the massage establishment or spa establishment unless the minor is accompanied by his/her parent, legal guardian, or a person who is at least 21 years of age and has been entrusted with the minor by the minor's parent or legal guardian; or
 - (10) The licensee or work permit holder has recklessly allowed three or more violations of this article within a 12-month period.
- (b) When a notice of intent to revoke a license or employee work permit has been issued, the licensee, any person listed on the licensee's application, or the work permit holder, as the case may be, shall not apply for or be issued any new license or permit under chapter 4, chapter 28, or chapter 42, until such notice has been withdrawn or, if revocation has become effective, until two years after the effective date of revocation.

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- (c) When any person listed on a massage/spa establishment license application, any employee of the establishment, or any person who performs massage at the establishment, is arrested for unlawful sexual conduct of any kind alleged to have occurred at the massage establishment or spa establishment, no person listed on the establishment's license application and no employee of the establishment may apply for or be issued any new license or permit for that location under chapter 4, chapter 28, or chapter 42, until the arrestee is cleared or until 90 days following the arrest have passed, whichever occurs sooner.

(Ord. No. 723, § 12-170, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-285. Hearing; license denial, revocation; appeal.

- (a) When the director of public safety and/or community development, or his/her designee, issues a written notice of intent to deny or revoke a license or employee work permit, the director of public safety and/or community development or his/her designee shall immediately send such notice, which shall include the specific grounds under this article for such action, to the applicant or licensee/work permit holder (respondent) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the city department of public safety, records division, and/or community development for the respondent. The notice shall also set forth the following: The respondent shall have ten days after the delivery of the written notice to submit, at the office of the director of public safety and/or community development, or his/her designee, a written request for a hearing. If the respondent does not request a hearing within said ten days, the city manager's written notice shall become a final denial or revocation, as the case may be, on the 30th day after it is issued.
- (b) If the respondent does make a written request for a hearing within said ten days, then the director of public safety and/or community development, or his/her designee shall, within ten days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted not less than ten days nor more than 20 days after the date that the hearing notice is issued.
- (c) The city administrator or his/her designee shall serve as the hearing officer for any such appeal.
- (d) At the hearing, the respondent shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his/her behalf, and cross-examine any of the city's witnesses. The respondent shall bear the burden of proving entitlement to the license. The hearing shall take no longer than one day, unless extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The hearing officer shall issue a final written decision, including specific reasons for the decision pursuant to this article, to the respondent within five days after the hearing.
- (e) If the decision is to deny or revoke the license, the decision shall advise the respondent of the right to appeal such decision to a court of competent jurisdiction, and the decision shall not become effective until the 30th day after it is rendered. If the hearing officer's decision finds that no grounds exist for denial or revocation of the license, the hearing officer shall, contemporaneously with the issuance of the decision, order the director of public safety and/or community development to immediately withdraw the intent to deny or revoke the license and to notify the respondent in writing by certified mail of such action. If the respondent is not yet licensed, the director of public safety and/or community development shall contemporaneously therewith issue the license or work permit to the applicant.
- (f) If any court action challenging a licensing or work permitting decision is initiated, the city shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings.

(Ord. No. 723, § 12-171, 4-4-2016; Ord. No. 804 , § 2(Exh. B), 8-10-2020)

Sec. 10-286. Reserved.

Editor's note(s)—Ord. No. 804 , § 2(Exh. B), adopted Aug. 10, 2020, repealed § 10-286, which pertained to location and distance requirements, and derived from Ord. No. 723, § 12-172, adopted Apr. 4, 2016.

Sec. 10-287. Remedies.

- (a) Any premises, building, dwelling, or other structure in which a massage establishment or spa establishment is operated or maintained in violation of this article is declared to be a public nuisance, and harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the county superior court to restrain, prohibit, and/or enjoin the use of such premises as a massage establishment or spa establishment in the county superior court.
- (b) The operation of a massage establishment or spa establishment by a partnership, limited liability company, corporation, or other legal entity in violation of this article is declared to be a public nuisance, and harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the county superior court to restrain, prohibit, and/or enjoin such operation of a massage establishment or spa establishment.
- (c) The operation of a massage establishment by a person in violation of this article is declared to be a public nuisance, and harmful to the public health, safety, and welfare. The city's legal counsel may bring an action in the county superior court to restrain, prohibit, and/or enjoin such operation of a massage establishment or spa establishment.
- (d) It shall not be necessary, in order to obtain an injunction under this section, to allege or prove that there is no adequate remedy at law or to allege or prove any special injury.
- (e) If the court declares a massage establishment or spa establishment to be a nuisance, or if the court issues an injunction against a massage establishment or spa establishment pursuant to this article, the city shall be entitled, on motion, to recover its reasonable attorney's fees and costs incurred in bringing the action.

(Ord. No. 723, § 12-173, 4-4-2016)

Sec. 10-288. Real property used for illegal sexual activity; property owner responsibility.

- (a) In accordance with O.C.G.A. § 41-3-13, the municipal court shall have jurisdiction to hear and determine the question of the existence of the nuisance provided for in O.C.G.A. § 41-3-1 and as further defined herein, and, if found to exist, to order its abatement.
- (b) As used in this subsection, the term:
 - (1) "Sex crime-related arrest" means an arrest for unlawful sexual conduct of any kind alleged to have occurred at the massage establishment or spa establishment, including, but not limited to, and citation, summons, accusation or indictment for violations of state laws concerning lewdness, prostitution, sodomy, the solicitation of sodomy, or masturbation for hire; provided, however, that any such arrests which result directly from cooperation between the real property owner and a law enforcement agency shall not be considered a sex crime-related arrest for purposes of this section.
 - (2) "Substantial illegal sexual activity" means activity comprised of three or more separate incidents resulting in sex crime-related arrests within a 24-month period on the same parcel of real property.
- (c) Any owner of real property, regardless of whether such owner is the occupant of the subject premises, who has knowledge that substantial illegal sexual activity is being conducted on such property, shall be guilty of maintaining a nuisance, and such real property shall be deemed a nuisance and may be abated as provided by law.

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- (d) The owner of real property shall be deemed to have knowledge of illegal sexual activity occurring on a parcel of real property if the city notifies the owner in writing of two or more separate incidents occurring on the same premises within a 24-month period that result in sex crime-related arrests and, after the receipt of such notice and within 24 months of the first of the incidents resulting in a sex crime-related arrest, one or more separate incidents occur which result in a sex crime-related arrest.
 - (e) The provisions of this section are cumulative of any other remedies and shall not be construed to repeal any other existing remedies for related nuisances. Nothing in this section and no action taken hereunder shall be held to exclude such other civil, criminal, or administrative proceedings as may be authorized by other provisions of this Code or any of the laws in force in the city, or to exempt anyone violating this Code or any part of said laws from any penalty which may be incurred.

(Ord. No. 723, § 12-174, 4-4-2016)

Secs. 10-289—10-309. Reserved.



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: February 10, 2025

AGENDA ITEM:

Ordinance: Fiscal Year 2025 Mid-Year Budget Amendment

FIRST READING

Consideration of an Ordinance to adopt a Mid-Year Fiscal 2025 Budget for certain funds of the City of Alpharetta, Georgia, appropriating the amounts shown in each budget as expenditures, adopting the item of revenue anticipation, prohibiting expenditures to exceed appropriations, and prohibiting expenditures to exceed actual funding available.

STAFF RECOMMENDATION:

Adopt an Ordinance (First Reading) of the Mayor and Council of the City of Alpharetta, Georgia to adopt a Fiscal Year 2025 Mid-Year Budget (attached as Exhibit A).

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

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 purpose of this meeting is to provide an overview of the Fiscal Year (FY) 2025 Mid-Year Budget Amendment which amends the base budget, as adopted by the City Council, including subsequent amendments, for targeted initiatives that have already occurred (e.g. during the first 7 months of the fiscal year) or are planned to occur before year-end.

Initiatives are discussed in detail within the attached FY 2025 Mid-Year Budget Requests (Exhibit A) which is substantially similar to what was presented by staff at the 2025 City Council Retreat.

ALTERNATIVES:

Do not approve the Fiscal Year (FY) 2025 Mid-Year Budget Amendment in its entirety, approve with specific modifications, etc.

ATTACHMENTS:

1. 2025 Budget Amendment Ordinance
2. Exhibit A (2025 Budget Amendment Ordinance)v1

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2025 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2025 budget amendment to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2025 budget and subsequent amendments; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

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

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2025 budget amendment for these certain funds for the fiscal year 2025; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of February 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2025
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2025 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2025 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 37,437,000	\$ -	\$ 37,437,000
Local Option Sales Taxes	22,250,000	-	22,250,000
Other Taxes	18,185,300	-	18,185,300
Licenses and Permits	3,196,500	-	3,196,500
Intergovernmental Revenue	370,926	-	370,926
Charges for Services	1,503,100	-	1,503,100
Recreation/Special Event Fees	3,725,980	108,000	3,833,980
Fines and Forfeitures	2,605,000	-	2,605,000
Investment Earnings	1,100,000	-	1,100,000
Other/Miscellaneous	238,811	-	238,811
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,468,750	-	3,468,750
Budgeted Fund Balance	9,447,780	-	9,447,780
Total Revenues	\$103,529,147	\$ 108,000	\$103,637,147
Expenditures by Department:			
Mayor and City Council	\$ 394,044	\$ -	\$ 394,044
City Administration	3,025,435	-	3,025,435
Finance	4,124,713	-	4,124,713
City Attorney	1,000,000	-	1,000,000
Information Technology	2,543,961	-	2,543,961
Human Resources	1,065,277	-	1,065,277
Municipal Court	1,362,008	-	1,362,008
Public Safety	43,735,476	13,105	43,748,581
Public Works	11,462,030	-	11,462,030
Recreation, Parks, and Cultural Services	14,587,491	108,000	14,695,491
Community Development	4,733,725	-	4,733,725
subtotal	\$ 88,034,160	\$ 121,105	\$ 88,155,265
General Government:			
Insurance Premiums	\$ 966,800	\$ -	\$ 966,800
Gwinnett Tech Bond (P&I)	286,978	-	286,978
Transfer to Capital Project Fund	11,843,416	-	11,843,416
Transfer to Stormwater Capital Fund	1,604,364	-	1,604,364
Contingency	713,629	66,695	780,324
Operating Initiatives (Reserve)	79,800	(79,800)	-
subtotal	\$ 15,494,987	\$ (13,105)	\$ 15,481,882
Total Expenditures	\$103,529,147	\$ 108,000	\$103,637,147

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2025 Budget Amendment.

Public Safety

Initiative: **Administrative Assistant II Position (1 FTE; reclassification from two existing part-time positions)**

Funding Request: \$13,105 (FY 2025); \$31,000 annualized (FY 2026 and beyond)

This request involves reclassifying the existing 0.5 FTE Police Officer part-time position and 0.5 FTE Records Clerk position into one full-time (1.0 FTE) Administrative Assistant II position to, amongst other tasks, help with Public Safety Training needs. Primary difference in costs consists of benefits offered to full-time positions (e.g., medical, dental, vision insurance).

Recreation, Parks, and Cultural Services

Initiative: **Wills Park Pool Maintenance (est. impact of new contract costs; fees have been adjusted accordingly)**

Funding Request: \$33,000 (\$33,000 additional revenue; \$33,000 additional expenses)

This request is for additional maintenance funding (cleaning, chemicals, etc.) for the Wills Park Pool. Specifically, an RFP for maintenance of the Pool was awarded after adoption of the FY 2025 Budget. Much like many labor-intensive and chemical-intensive contracts, inflationary pressures have resulted in increased costs. This request is to increase the existing funding (\$48,000) to cover the current cost trends for fiscal year 2025 (\$81,000). Fees will be adjusted moving forward to recover the additional costs. The preliminary budget for Fiscal Year 2026 has been adjusted accordingly.

Initiative: **Wills Park Equestrian Center Stall Cleaning (est. impact of new contract costs; fees have been adjusted accordingly)**

Funding Request: \$75,000 (\$75,000 additional revenue; \$75,000 additional expenses)

This request is for additional maintenance funding (stall cleaning including removal of shavings/manure) for the Wills Park Equestrian Center. Specifically, an RFP for maintenance of the Wills Park Equestrian Center stalls was awarded after adoption of the FY 2025 Budget. Much like many labor-intensive contracts, inflationary pressures have resulted in increased costs. This request is to increase the existing funding (\$200,000) to cover the current cost trends for fiscal year 2025 (\$275,000). Fees will be adjusted moving forward to recover the additional costs. The preliminary budget for Fiscal Year 2026 has been adjusted accordingly.

General Government

Initiative: **Contingency and Operating Initiatives Reserve**

Funding Request: (\$13,105) (net)

This request removes the reserve for Operating Initiatives that was included in the FY 2025 Budget (\$79,800) and reallocates \$66,695 to Contingency. The difference of \$13,105 is being reallocated to the Public Safety Department budget to cover the additional costs related to the Administrative Assistant II Position reclassification detailed above.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Expenditures by Project:			
Community Development			
North Fulton Comprehensive Transportation Plan (Alpharetta share)	\$ -	\$ 60,000	\$ 60,000
Recreation, Parks, and Cultural Services			
Parks Repairs/Improvements	197,117	30,000	227,117
Public Works			
Striping and Signage (add'l funding)	252,829	60,000	312,829
Traffic Signal System Maintenance (reallocation)	123,832	(30,000)	93,832
Traffic Control Equipment (reallocation)	145,477	(30,000)	115,477
General Government			
Non-Allocated	2,547,316	(90,000)	2,457,316
Net Budget Adjustments	\$ 3,266,571	\$ -	\$ 3,266,571

Community Development

Initiative: North Fulton Comprehensive Transportation Plan (Alpharetta share)

Funding Request: \$60,000

The Atlanta Regional Commission is pursuing an update to the 2018 North Fulton Comprehensive Transportation Plan (NFCTP) that will start in 2025, in collaboration with the collective North Fulton cities (Alpharetta, Johns Creek, Mountain Park, Milton, Roswell, and Sandy Springs). Total funds requested is City of Alpharetta's fair share allocation.

Executing the NFCTP will provide an opportunity to inform the regional transportation planning process on establishing a vision for North Fulton's transportation future that addresses economic prosperity and quality of life improvements through a variety of transportation solutions oriented around roadway, bicycle, pedestrian, and transit projects.

Recreation, Parks, and Cultural Services

Initiative: Parks Repairs/Improvements

Funding Request: \$30,000

This request is for an increase of \$30,000 to offset expenses for lights/fixtures that were installed on the Baseball, Lower Soccer Field, and Tennis Courts at Webb Bridge Park. Specifically, the original lighting fixtures, which became inoperable, were installed in 1999 and are no longer manufactured. These fixtures are being retro fitted with NuGen LED fixtures/lamps. These

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

replacements were made to ensure safe and effective playing fields for our customers. Where possible, future replacements are being put on hold pending the City's facility assessment and maintenance plan currently being conducted by McKinstry.

Public Works

Initiative: **Striping of City Roads (additional funding through a reallocation of existing appropriations)**

Funding Request: \$0 (net)

This request is for additional funding for striping of City roads. Specifically, white lines at various sections on Windward Parkway from Windward Plaza to McGinnis Ferry Road along with several crosswalks and stop bars. Funding for this request is being reallocated from several existing traffic accounts (Traffic Signal System Maintenance and Traffic Control Equipment).

General Government

Initiative: **Decrease in Non-Allocated**

Funding Request: \$90,000

The net funding request from the Non-Allocated account totals \$90,000 leaving an estimated balance of \$2.5 million available for future appropriation by the City Council.

TSPLOST-I Capital Project Fund

This fund accounts for the collection of T-SPLOST 1 (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax was imposed for the period of April 1, 2017, through March 31, 2022. The budgetary legal level of control resides at the project level.

TSPLOST-I CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ 500,000	\$ 350,000	\$ 850,000
Net Budget Adjustments	\$ 500,000	\$ 350,000	\$ 850,000
Expenditures by Project:			
Non-Allocated	\$ 154,763	\$ 350,000	\$ 504,763
Net Budget Adjustments	\$ 154,763	\$ 350,000	\$ 504,763

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$350,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council. As discussed at the 2025 City Council Retreat, potential future uses of the non-allocated balance include completion of the Webb Bridge Road Corridor project, inclusive of the Morris Road to North Point Parkway section.

TSPLOST-II Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax is imposed for the period of April 1, 2022, through March 31, 2027. The budgetary legal level of control resides at the project level.

TSPLOST-II CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
TSPLOST-II Tax Revenue (85% to 90% of GSU forecast)	\$ 18,883,508	\$ 3,061,913	\$ 21,945,421
Investment Earnings	300,000	150,000	450,000
Net Budget Adjustments	\$ 19,183,508	\$ 3,211,913	\$ 22,395,421
Expenditures by Project:			
Public Works			
Tradewinds Ripple Effect Improvements	\$ 3,062,985	\$ (1,500,000)	\$ 1,562,985
Webb Bridge Rd Improvements (PH 4; NPP-Greenway)/Morris-AHS	7,435,301	500,000	7,935,301
North Point Parkway Improvements	7,486,201	(7,046,559)	439,642
North Point Parkway Improvements (STBG Construction Grant Match)	1,250,000	(1,250,000)	-
North Point Parkway Improvements (TIP Construction Grant Match)	1,000,000	(1,000,000)	-
AlphaLink Design/Construction (\$10M total allocation including Impact Fees & TSPLOST-2)	-	7,937,063	7,937,063
Non-Allocated	1,918,622	5,571,409	7,490,031
Net Budget Adjustments	\$ 22,153,109	\$ 3,211,913	\$ 25,365,022

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Public Works

Initiative: Tradewinds Ripple Effect Improvements

Funding Reallocation: -\$1,500,000

Tradewinds Ripple Effect Improvements was originally funded at \$6.5 million. Approximately \$3 million of this total is being funded towards the Dryden Road extension. Of the remaining funding, an additional \$2 million is reserved to cover traffic improvements associated with the Tradewinds interchange. The remaining \$1.5 million is being reallocated to other allowable TSPLOST-II projects and Non-Allocated (for future appropriation by the City Council).

Initiative: Webb Bridge Road Improvements (PH 4)

Funding Request: \$500,000 (additional)

Webb Bridge Road improvements within TSPLOST-II was originally funded at \$13 million. Design changes, including widening the sidewalks along Morris Road to North Point Parkway, result in an additional forecasted funding need of \$500,000.

Initiative: North Point Parkway Improvements

Funding Reallocation: -\$9,296,559 (multiple accounts: \$7,046,559, \$1,250,000, and \$1,000,000)

The City is revisiting the lane reduction design that was a basis for the North Point Parkway Improvements project given development potential along the corridor coupled with escalating cost requirements in excess of identified appropriations. Funding is being reallocated to (1) the AlphaLink project (see below) which is anticipated to have a major beneficial impact on redevelopment along the North Point corridor, and (2) Non-Allocated (for future appropriation by the City Council). Please note: the referenced grants in the table above have not been accepted, and no grant funds were spent, leaving the matching funds available for reallocation as proposed herein.

Initiative: AlphaLink (design/construction)

Funding Request: \$7,937,063 (\$10M total when combined with the Impact Fee Fund)

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc.

The City was awarded funding from the Atlanta Regional Commission (ARC) to assist with Phase-1 of the project which includes concept plan development, survey, and environmental studies only. This phase is complete. Phase 2 involves the design and construction of the improvements as well as project management services. Costs for this phase are estimated at \$10 million. Funding is proposed through TSPLOST-II (\$7.9 million) and Transportation Impact Fees (\$2.1 million).

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$5,571,409

Funding Source: \$3,061,913 (TSPLOST-II Tax Revenue; 85% to 90% of GSU Forecast)
\$150,000 (additional investment earnings)
\$2,359,496 (project funding reallocations)

The increase in Non-Allocated is funded through additional TSPLOST revenues (based on current trends), anticipated investment earnings on the City's cash balances, and the net reallocation of project balances discussed above.

TSPLOST-II Fund appropriations currently reflect tax revenues at 85% of the original forecasted revenue collections over the life of the 5-year tax (or \$52 million, as provided by Georgia State University). For comparison purposes, TSPLOST-I collections trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST-II have trended at 110% of the original forecasted revenue estimates. Staff recommends increasing the tax revenue forecast within the TSPLOST-II Fund to 90% of the GSU forecast which results in an additional \$3.1 million. This tax revenue will likely be increased in the future if current collection trends continue. Non-Allocated account balances are available for future appropriation by the City Council.

Impact Fee Fund

This fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (recreation/parks, streets, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

IMPACT FEE FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
	Fiscal Year 2025			
	Current Budget	Budget Amendment	Revised Budget	
Revenue by Source:				
Impact Fees (Parks)	\$ -	\$ 110,000	\$ 110,000	
Impact Fees (Roads)	-	100,000	100,000	
Impact Fees (Public Safety)	-	18,000	18,000	
Net Budget Adjustments	\$ -	\$ 228,000	\$ 228,000	
Expenditures by Project:				
North Point Parkway (STBG ROW Grant Match)	\$ 1,250,000	\$ (1,250,000)	\$ -	
AlphaLink Design/Construction (\$10M total allocation including Impact Fees & TSPLOST-2)	-	2,062,937	-	
Non-Allocated (Parks)	919,038	110,000	1,029,038	
Non-Allocated (Roads)	712,937	(712,937)	-	
Non-Allocated (Public Safety)	50,526	18,000	68,526	
Net Budget Adjustments	\$ 2,932,501	\$ 228,000	\$ 1,097,564	

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Public Works

Initiative: North Point Parkway Improvements

Funding Reallocation: -\$1,250,000

The City is revisiting the lane reduction design that was a basis for the North Point Parkway Improvements project given development potential along the corridor coupled with escalating cost requirements in excess of identified appropriations. Funding is being reallocated to (1) the AlphaLink project (see below) which is anticipated to have a major beneficial impact on redevelopment along the North Point corridor, and (2) Non-Allocated (for future appropriation by the City Council). Please note: the referenced grant in the table above has not been accepted, and no grant funds were spent, leaving the matching funds available for reallocation as proposed herein.

Initiative: AlphaLink (design/construction)

Funding Request: \$2,062,937 (\$10M total with the Impact Fee Fund)

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc.

The City was awarded funding from the Atlanta Regional Commission (ARC) to assist with Phase-1 of the project which includes concept plan development, survey, and environmental studies only. This phase is complete. Phase 2 involves the design and construction of the improvements as well as project management services. Costs for this phase are estimated at \$10 million. Funding is proposed through TSPLOST-II (\$7.9 million) and Transportation Impact Fees (\$2.1 million). Specifically, Impact Fee funding is coming through the reallocation of North Point Parkway Improvement appropriations (discussed above) coupled with available Impact Fee monies.

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$110,000 (Parks Non-Allocated)
\$18,000 (Public Safety Non-Allocated)

Funding Source: \$110,000 (Parks Impact Fees)
\$18,000 (Public Safety Impact fees)

The increase in Non-Allocated is funded through the appropriation of impact fees received for each system improvement category. Balances within the Non-Allocated account is available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Assets Forfeiture Fund (DEA)

The DEA Fund accounts for revenues received from the enforcement of drug laws and the confiscation of property from drug offender's arrests that can be used by public safety to aid in drug enforcement activity. The budgetary legal level of control resides at the department level (Public Safety) for operations/minor capital and project level for targeted initiatives.

ASSETS FORFEITURE FUND (DEA)				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2025		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Asset Forfeiture		\$ -	\$ 29,935	\$ 29,935
Net Budget Adjustments		\$ -	\$ 29,935	\$ 29,935
Expenditures by Project:				
Non-Allocated		\$ 265,126	\$ 29,935	\$ 295,061
Net Budget Adjustments		\$ 265,126	\$ 29,935	\$ 295,061

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$29,935

The increase in Non-Allocated is funded through the appropriation of asset forfeiture collections. The balance within the Non-Allocated account is available for future funding in accordance with asset forfeiture guidelines.

Fiscal Year 2025 Budget Amendment Requests

OPEB Health Benefit Fund

This Fund represents activity associated the other post-employment benefit plan (OPEB). Historically, eligible retirees were offered the same health and prescription drug coverage as active employees. However, recent updates to the Plan, previously approved by City Council, have removed this option for employees ending service with the City on or after July 1, 2023. Available resources above the actuarially determined retiree liability is being transferred to the OPEB Reimbursement Health Benefit Fund to augment this important post-retirement benefit for our employees.

OPEB HEALTH BENEFIT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Expenditures by Project:			
Non-Allocated/Reserve	\$ 667,382	\$ (216,579)	\$ 450,803
Transfer Out to the OPEB Reimbursement Health Benefit Fund	-	216,579	216,579
Net Budget Adjustments	\$ 667,382	\$ -	\$ 667,382

OPEB Reimbursement Health Benefit Fund

This Fund accounts for the post-employment healthcare benefit and is funded through City operations (increased from 2% to 2.5% of payroll in fiscal year 2024). Additionally, as detailed above, available resources above the actuarially determined OPEB Health Benefit Fund retiree liability is being transferred to the OPEB Reimbursement Health Benefit Fund to augment this important post-retirement benefit for our employees. Specifically, this request involves the transfer of actuarially determined resources within the OPEB Health Benefit Fund (\$216,579) to the OPEB Reimbursement Health Benefit Fund.

OPEB REIMBURSEMENT HEALTH BENEFIT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer In from OPEB Health Benefit Fund	\$ -	\$ 216,579	\$ 216,579
Net Budget Adjustments	\$ -	\$ 216,579	\$ 216,579
Expenditures by Project:			
Non-Allocated/Reserve	\$ 5,618,099	\$ 216,579	\$ 5,834,678
Net Budget Adjustments	\$ 5,618,099	\$ 216,579	\$ 5,834,678



CITY COUNCIL STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Meeting Date: January 27, 2025

AGENDA ITEM: PH-25-02 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – PROCEDURES – THIRD PARTY INSPECTIONS AND PLAN REVIEW

Consideration of text amendments to the Unified Development Code (UDC). Amend UDC Article IV Procedures to add regulations pertaining to third party inspections and plan review.

This item was considered at the January 9, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval. Vote 7-0

ITEM DESCRIPTION:

Staff recommends text amendments to Unified Development Code (UDC) Article IV Procedures to establish a program and procedures for third party inspections and plan review in compliance with the State Act.

In 2021, the State of Georgia enacted regulations allowing for third party plan review and inspections, per O.C.G.A § 8-2-26(g). The State Act allows owners, developers, and contractors to submit inspection certifications by approved third party inspectors and plans review affidavits by approved third party plans reviewers to satisfy certain inspection and plans review requirements. Under the State Act, the City will only consider inspection certifications and plans review affidavits from individuals listed on the approved third-party inspector and plans reviewer list. Individuals wishing to be placed on the approved third-party inspectors and plans reviewer list as an approved third-party inspector and plans reviewer must submit an initial application, as well as an annual renewal, along with an application fee as established by the City of Alpharetta.

ATTACHMENTS:

- Ordinance



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE IV OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD REGULATIONS PERTAINING TO THIRD PARTY INSPECTIONS AND PLAN REVIEW; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

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

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

WHEREAS, the City Council desires to amend Article IV of the Unified Development Code for the foregoing purposes; and

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

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

Section 1: Article IV, Section 4.4 titled "Development Permitting and Construction" of the Unified Development Code is hereby amended by amending same as set forth in Exhibit "A" attached hereto as if fully set forth herein.

Section 2: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of February ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Exhibit "A"

4.4.10 Third party inspections and plan review.

A. *Definitions.* For purposes of this third-party inspection and plan review ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

Approved third party inspectors and plans reviewer list. A list maintained by the Community Development Department comprised of the names of approved third party inspectors and plans reviewers that have complied with the application and renewal requirements of the City of Alpharetta Third Party Inspection and Plans Review Program and have been approved to perform third party inspections and plans review pursuant to this article of the City of Alpharetta Unified Development Code.

Approved third party inspector. A registered professional engineer, registered professional architect, or qualified inspector that has complied with the application and renewal requirements of the City of Alpharetta Third Party Inspection and Plans Review Program and has been approved to perform third party inspections pursuant to this article of the City of Alpharetta Unified Development Code. An approved third-party inspector is intended to constitute a "private professional provider" for the purposes of performing inspections as described in the State Act.

Approved third party plans reviewer. A registered professional engineer, registered professional architect, or qualified inspector that has complied with the application and renewal requirements of the City of Alpharetta Third Party Inspection and Plans Review Program and has been approved to perform third party plans review pursuant to this article of the City of Alpharetta Unified Development Code. An approved third-party plans reviewer is intended to constitute a "private professional provider" for the purpose of reviewing building construction plans as described in the State Act.

Complete Application. For purposes of processing applications in compliance with the State Act, an application submitted to the City of Alpharetta shall not be considered complete until all applicable fees have been paid, and all applicable reviewing agencies have received the application and provided any required approvals. For each permit type, the Community Development Department shall establish and publish the requirements of a complete application.

Convenience fees. Fees established by the Community Development Department to be paid to the City upon the election by an applicant to use a third-party inspector or third-party plans reviewer or despite the Community Development Department otherwise being able to provide inspection and plan review services within the time frames required by the State Act. Such fees shall be the same as any regulatory fees assessed by the City of Alpharetta for inspections and plan review services performed by the Community Development Department.

Department. The City of Alpharetta Community Development Department, or such other department as may be assigned by the City of Alpharetta City Administrator or his representative the responsibility of performing inspections and overseeing the third-party inspection and plans review system described herein.

Inspection. The observance of work and the performance of test for certain components and elements to establish conformance with City of Alpharetta approved construction documents, building codes and ordinances adopted by City of Alpharetta, and the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs.

Inspection certification. A written statement signed by an approved third party inspector or his/her approved technician, which shall indicate that the item(s) being inspected, in the approved third party inspector's professional opinion and to the best of their knowledge, complies with City of Alpharetta approved construction documents, building codes and ordinances adopted by the City of Alpharetta, the requirements of the state minimum standards as adopted and amended by the Georgia Department of Community Affairs, and any other applicable inspections that are typically performed by inspectors employed by the City of Alpharetta.

Inspection field report. A written report prepared by an approved third-party inspector or a technician working under the direct supervision of an approved third-party inspector describing the work conducted and findings of an inspection performed by an approved third-party inspector or a technician working under the direct supervision of an approved third-party inspector.

Plans review affidavit. A written affidavit on a form adopted by the Georgia Department of Community Affairs that is completed and signed under oath by an approved third party plans reviewer, which shall indicate the plans which have been reviewed for the purpose of a building permit for the application in question, in the approved third party plans reviewer's professional opinion and to the best of their knowledge, complies with the regulatory requirements as designated by City of Alpharetta, including the Georgia State Minimum Standard Codes most recently adopted by the Department of Community Affairs and any locally adopted ordinances and amendments to such codes, applicable zoning ordinances and conditions, design standards, and any other applicable laws and regulations that would otherwise be required of staff employed by the City of Alpharetta Community Development Department.

Qualified inspector. A person who meets the definition of a qualified inspector as defined in O.C.G.A. § 8-2-26.1.

Registered professional architect. An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 4.

Registered professional engineer. An individual that holds a certificate of registration issued under O.C.G.A. Title 43, Chapter 15.

Regulatory fees. All fees established by the City to be paid to the City for any regulatory action, inspection services, or plan review services as provided by the State Act and this article.

State act. O.C.G.A. § 8-2-26(g).

Technician. An individual that performs inspections under the direct supervision of an approved third-party inspector.

Third party inspection. Inspection performed in conformance with this program by approved third party inspectors.

Third party inspection and plans review program. The rules and procedures described in this third-party inspection and plans review ordinance.

Third party plans review. Building construction plans review performed in conformance with this program by approved third party plans reviewers.

B. Third Party Inspection and Plans Review Program

1. The department will establish and maintain an approved third-party inspectors and plans reviewers list from whom the department will accept third party inspections and third-party plans reviews in accordance with this third-party inspection and plans review ordinance.
2. In full compliance with the requirements of the State Act, the City of Alpharetta shall allow owners, developers, and contractors to submit inspection certifications by approved third party inspectors and plans review affidavits by approved third party plans reviewers to satisfy certain inspection and plans review requirements.
3. The department will only consider inspection certifications and plans review affidavits from individuals listed on the approved third-party inspector and plans reviewer list. The City of Alpharetta makes no representation concerning the approved third-party inspectors and approved third party plans reviewers other than that they have submitted evidence showing that they have met the minimum criteria necessary to qualify for the third-party inspection and plans review program described herein.
4. In order for an inspection certification or plans review affidavit to be accepted by the department for a particular project, an approved third-party inspector or approved third party plans reviewer must be independent of and must not be an employee of or otherwise affiliated with or

- financially interested in the person, firm or corporation engaged in the construction project to be inspected.
5. The person, firm or corporation retaining an approved third party inspector or approved third party plans reviewer to conduct an inspection or plans review shall be required to pay to the City fifty percent (50%) of the regulatory fees and charges which would have been required had the inspection or plans review been conducted by a City inspector or City plan reviewer, irrespective of whether the City determines that the City could conduct a particular inspection or plans review in a time as determined by the State Act. Should the department determine that it can conduct a particular inspection, or plans review in a time as determined by the State Act, a convenience fee shall be paid to the City. Upon paying in full of the convenience fees associated with the complete application, the applicant may choose to retain, at its own expense, an approved third-party inspector or approved third party plans reviewer to provide the required inspection or plan review, subject to the requirements set forth in this Ordinance. Any regulatory fees or convenience fees paid to the City are nonrefundable.
 6. All other fees and costs related to the performance of the third-party inspections, or third-party plans review are matters solely between the approved third-party inspector or approved third party plans reviewer and the person, firm, or corporation engaging the approved third-party inspector or approved third party plans reviewer.
 7. Notwithstanding the submission of an inspection certification or plans review affidavit, the department retains the authority to make all code interpretations and to monitor the quality of all third-party inspections and third-party plans reviews and nothing in this article shall be construed as authorizing any approved third-party inspector or approved third party plans reviewer to issue a certificate of occupancy.
 8. For purposes of processing applications in compliance with the State Act, an application submitted to the department shall not be considered complete until all applicable fees have been paid, and all applicable City departments have previously received the application and provided any required approvals.
- C. Inspection Types.
1. The department will, at a minimum, accept third party inspections in compliance with the State Act for any construction inspections required by the City of Alpharetta Construction Code. A comprehensive list of the various inspection types, their allowed timing and other related details are established by department policy. This document is available from the department and is published on the City's website.
 2. Approved third party inspectors shall be authorized to conduct any inspection required by the City necessary or required to determine compliance with all regulatory requirements and for the issuance of a building permit or certificate of occupancy, provided that the inspection being performed is within the scope of the approved third party inspector's area of competency; and further, that a qualified inspector acting as an approved third party inspector or as an approved third party plans reviewer shall only be empowered to perform a plan review or inspection within an area for which such qualified inspector has been issued a certification, license, or completion of training provided for in paragraph (2) of subsection (a) of O.C.G.A. § 8-2-26.1. However, nothing in this article shall be construed as authorizing third party inspections for compliance with state or local fire safety standards or erosion control standards.
- D. Approved third party inspector requirements and qualifications.
1. Individuals wishing to be placed on the approved third-party inspectors and plans reviewer list as an approved third-party inspector must submit an initial application along with an application fee as established by the City of Alpharetta. Those individuals who are placed on the third-party inspectors and plans reviewer list must submit a renewal form no later than December 1 each year. Individuals that do not timely submit a renewal form shall be removed from the third-party inspectors and plans reviewer list.
 2. In order to qualify as an approved third-party inspector, an individual must:
 - a. Be employed by or be a partner in an engineering or architect firm, in full compliance with the City of Alpharetta Unified Development Code, including timely payment of the occupational tax and registration required thereunder;

- b. Be a registered professional engineer, a registered professional architect, or a qualified inspector as defined in this article;
 - c. Otherwise, be in good standing with all pertinent certification and professional accreditation boards;
 - d. Possess and maintain minimum insurance as described herein; and
 - e. Demonstrate relevant experience of at least one (1) year.
3. An individual shall not be qualified to be placed on the approved third-party inspectors and plans reviewer list if he/she has had his/her authority to issue third party inspection certifications in any other jurisdictions revoked. If an individual previously qualified to be on the approved third-party inspectors and plans reviewer list and subsequently has his/her authority to issue third party inspection certifications revoked, the individual shall be removed from the approved third-party inspectors and plans reviewer list.
4. An approved third party inspector may not submit an inspection certification if the approved third party inspector is an officer or employee of the owner, developer, contractor, or other party or if the approved third party inspector is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor, or other party on whose behalf the inspection certification is submitted.
5. Technicians may perform inspections under the supervision of an approved third-party inspector provided that the technician has satisfied any specific requirements as may be designated by the building official if those same requirements are imposed on the municipal employees completing the plan review or inspection.
6. Technicians performing inspections under the supervision of an approved third-party inspector shall possess ICC certifications relevant to the types of inspections performed. For building inspections, technicians shall provide documentation demonstrating previous experience and/or training that includes general building construction, construction trades, and code enforcement/interpretation, or any equivalent combination of education, training, and experience to be determined in the discretion of the building official.
7. Approved third party inspectors shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
- a. Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
 - b. Such insurance may be a practice policy or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the approved third-party inspector. If the insurance is project-specific, it shall continue in effect for two years following the issuance of the final certificate of occupancy or certification of completion for the project.
 - c. The cancellation provision shall provide for 30 days' notice of cancellation.
 - d. The City of Alpharetta, Georgia, its officers, officials, employees, and representatives shall be named as additional insureds on the required insurance policies.
 - e. The required insurance coverages shall be provided by an insurance company licensed to do business in good standing with the Georgia Department of Insurance at all times.
 - f. Approved third party inspectors shall maintain the minimum insurance coverage as required above during which they are listed as approved third party inspectors. Approved third party inspectors shall provide the department with evidence of minimum insurance coverage and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the department. Should any insurance coverage or information change, the approved third-party inspector shall provide written notice of any such change to the City within ten (10) business days. If at any time an approved third-party inspector fails to maintain the required insurance coverage, the department may remove them from the approved third-party inspectors and plans reviewer list.
8. Suspension of technicians and approved third party inspectors:

- a. An individual who performs inspections under this article, whether a technician or an individual approved third-party inspector, shall be subject to suspension from the approved third-party inspector and plans reviewer list, and from submitting inspection field reports and inspection certifications for the following infractions:
- i. Providing inspections without appropriate license or certification.
 - ii. Providing inspection services prior to issuance of a valid building permit.
 - iii. Failing to identify any noncompliance with applicable codes governing individual and public safety and welfare (in compliance with Georgia Department of Community Affairs mandated construction code editions and amendments, approved plans, and City of Alpharetta Unified Development Code), as determined in the sole good faith discretion of the City Building Official. However, it is the express intent of the City not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
 - iv. Authorizing any deviation from the approved permit.
 - v. Falsifying reports.
 - vi. Unauthorized employee performing inspections.
 - vii. Performing unauthorized types of inspections.
 - viii. Inspections passed with hold on project or under stop work order.
 - ix. Failure to identify noncompliance with any applicable code not captured in subsection (iii) above, upon identification of such failure by the City on multiple occasions, as determined in the sole good faith discretion of the City Building Official.
- b. Suspension for submitting inspection field reports and inspection certifications for infractions by a technician or individual approved third-party inspector shall be progressive based on the number of infractions in the previous 12-month period. For any combination of infractions within a 12-month period, the following actions, and suspensions against a technician or individual approved third-party inspector shall be assessed:
- i. First infraction: Warning letter.
 - ii. Second infraction: 7-Day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
 - iii. Third infraction: 30-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
 - iv. Fourth infraction: 90-day suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
 - v. Fifth infraction: One (1) year suspension from eligibility to perform inspections and submit inspection field reports and inspection certifications.
- c. An approved third-party inspector shall be subject to progressive action based on the number of infractions in the previous 24-month period by individuals performing inspections, including the individual approved third party inspector or any one or more technicians acting under the supervision of the approved third-party inspector (which shall include technicians serving as employees, independent contractors, agents, etc.). Violations under this paragraph shall accrue upon every third (3rd) infraction by an individual contemplated in paragraph (b) above, and shall subject approved third-party inspectors to the following actions and suspensions for any combination of infractions within a 24-month period:
- i. First violation (upon third individual infraction): Written letter of reprimand from the City of Alpharetta Community Development Director.
 - ii. Second violation (upon sixth individual infraction): Seven-day suspension from approved third party inspector and plans reviewer list.
 - iii. Third violation (upon ninth individual infraction): 30-day suspension from approved third party inspector and plans reviewer list.
 - iv. Fourth violation (upon 12th individual infraction): 90-day suspension from approved third party inspector and plans reviewer list.
 - v. Fifth violation (upon 15th individual infraction): One (1) year suspension from approved third party inspector and plans reviewer list.

The City shall send written notice to the approved third party inspector for each infraction as contemplated in paragraph (b) above, the purpose of which shall be to inform the approved third party inspector of the number of infractions accruing under paragraph (b), to put the approved third party inspector on notice of possible violations under this paragraph (c), and so the approved third party inspector has the opportunity to take any remedial action necessary to prevent future infractions and/or violations.

- d. Notwithstanding any other provision of this article, in the event a technician or individual approved third-party inspector is found to have violated subsection (8)(a)(v) – falsifying reports, the progressive actions and suspensions of this article may, in the discretion of the City, be bypassed with an immediate suspension and/or disqualification imposed.
- e. The appeal of a suspension and/or disqualification shall be processed through the Board of Zoning Appeals at its next scheduled meeting as an appeal of an administrative decision.

E. Procedures for Conducting Third Party Inspections.

- 1. An approved third-party inspector shall not suggest, direct, or authorize any deviation from approved construction documents without first obtaining approval from the department.
- 2. The following procedures shall apply to all third-party inspections:
 - a. To ensure quality control of the third-party inspection and plans review program, a copy of all inspection field reports and inspection certifications shall be provided to the department within two (2) business days from the date the inspection is performed.
 - b. All inspection field reports shall note the type of inspection and any deficiencies observed.
 - c. Final inspections will not be scheduled until all outstanding reinspection fees have been paid.
 - d. Prior to the scheduling of any final inspection, the third-party inspector shall sign and seal a completed Certificate of Compliance; summarizing the inspections performed, including a written representation, that states:
“To the best of my knowledge and belief, the third-party agency scope of work outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.”
 - e. When performing re-inspections for violations initially noted by department staff, each corrected item shall be addressed individually.
- 3. The department shall have a right of entry to any premises inspected by an approved third-party inspector or technician to ensure compliance with this article and the State Act.
- 4. Upon submission by the approved third party inspector of a copy of his or her inspection report to the City, the City shall accept the inspection of the approved third party inspector without the necessity of further inspection or approval by City inspectors or other personnel employed by the local governing authority, unless the City notifies the approved third party inspector within two (2) business days following the date of submission of the inspection report, that it finds the report incomplete or the inspection inadequate and has provided the approved third party inspector with a written description of the deficiencies and specific code regulatory requirements that have not been adequately addressed.

F. Approved third party plans reviewer requirements and qualifications.

- 1. Individuals wishing to be placed on the approved third-party inspectors and plans reviewer list as an approved plans reviewer must submit an initial application along with an application fee as established by the City of Alpharetta. Those individuals who are placed on the third-party inspectors and plans reviewer list must submit a renewal form no later than December 1 each year. Individuals that do not timely submit a renewal form shall be removed from the third-party inspectors and plans reviewer list.
- 2. In order to qualify as an approved third-party plans reviewer, an individual must:
 - a. Be a partner in or employed by an engineering or architect firm, in full compliance with chapter 20 of the City of Alpharetta, Georgia Code of Ordinances, including timely payment of the occupational tax and registration required thereunder;
 - b. Be a registered professional engineer, a registered professional architect, or a qualified inspector as defined in this article;

- c. Otherwise, be in good standing with all pertinent certification and professional accreditation boards;
- d. Possess and maintain minimum insurance as described herein; and
- e. Demonstrate relevant experience of at least one (1) year.
- 3. An individual shall not be qualified to be placed on the approved third-party inspectors and plans reviewer list if he/she has had his/her authority to issue third party plans review affidavits in any other jurisdictions revoked. If an individual previously qualified to be on the approved third-party inspectors and plans reviewer list and subsequently has his/her authority to issue third party plans review affidavits revoked, the individual shall be removed from the approved third-party inspectors and plans reviewer list.
- 4. An approved third party plans reviewer may not submit a plans review affidavit if the approved third party plans reviewer is an officer or employee of the owner, developer, contractor or other party or if the approved third party plans reviewer is employed by or a partner in a firm that is affiliated with or financially interested in the owner, developer, contractor or other party on whose behalf the plans review affidavit is submitted.
- 5. Approved third party plans reviewers shall obtain and maintain the following minimum insurance coverages and provisions, evidence of which shall be submitted to the department with the initial application:
 - a. Professional liability insurance for errors and omissions in an amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate coverage for any project with a construction cost of \$5,000,000.00 or less. For any project with a construction cost of more than \$5,000,000.00, the amount of professional liability insurance for errors and omissions shall not be less than \$2,000,000.00 per claim and \$2,000,000.00 in aggregate coverage.
 - b. Such insurance may be a practice policy or may be project-specific coverage. If the insurance is a practice policy, it shall contain prior acts coverage for the private professional provider. If the insurance is project-specific, it shall continue in effect for two (2) years following the issuance of the final certificate of occupancy or certification of completion for the project.
 - c. The cancellation provision shall provide for 30 days' notice of cancellation.
 - d. City of Alpharetta, Georgia, its officers, officials, employees, and representatives shall be named as additional insureds on the required insurance policies.
 - e. The required insurance coverages shall be provided by an insurance company licensed to do business in good standing with the Georgia Department of Insurance at all times.
 - f. Approved third party plans reviewers shall maintain the minimum insurance coverage as required above during which they are listed as approved third party plans reviewers. Approved third party plans reviewers shall provide the department with evidence of minimum insurance coverages and provisions on an annual basis prior to the expiration of any policy or coverage and upon request by the department. Should any insurance coverage or information change, the approved third-party plans reviewer shall provide written notice of any such change to the City within ten (10) business days. If at any time an approved third-party plans reviewer fails to maintain the required insurance coverage, the department may remove them from the approved third-party inspectors and plans reviewer list.
- 6. Suspension of approved third party plans reviewers:
 - a. An individual who performs plans review under this article shall be subject to suspension from the approved third-party inspector and plans reviewer list, and from submitting plans review affidavits for the following infractions:
 - i. Providing plans reviews without appropriate license or certification.
 - ii. Failing to identify any noncompliance with applicable codes governing individual and public safety and welfare (in compliance with Georgia Department of Community Affairs mandated construction code editions and amendments, approved plans, and City of Alpharetta Unified Development Code), as determined in the sole good faith discretion of the City Building Official. However, it is the express intent of the City not to impose sanctions on an individual under this article for failing to identify multiple instances of noncompliance in one inspection such as that each such failure constitutes an individual and separate infraction. Rather, multiple failures contained in a single inspection under this paragraph shall be treated as a single infraction.
 - iii. Falsifying plans review affidavits.

3. Appeals to these regulations may be taken to the Board of Zoning Appeals by the City of Alpharetta building official, the approved third-party inspector or approved third party plans reviewer, or the owner of the subject building.
4. An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the Board of Zoning Appeals, after the notice of appeal shall have been filed with the officer, that by reason of facts stated in the certificate a stay would, in the officer's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board of Zoning Appeals or by a court of record on application, on notices to the officer from whom the appeal is taken, and on due cause shown.
5. The Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person, or by agent, or by attorney.
6. Nothing in this subsection shall limit the authority of the building official to issue a stop-work order for a building project or any portion of such project, which may go into effect immediately as provided by law, after giving notice and opportunity to remedy the violation, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: February 10, 2025

AGENDA ITEM:

Reallocation of North Point Parkway TSPLOST Funds to Alpha Link Project

Consideration of approval of reallocation of North Point Parkway corridor TSPLOST funds to the Alpha Link project, development of a TSPLOST II Alpha Link Project, and authorization of the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approval of reallocation of North Point Parkway Corridor TSPLOST funds to the Alpha Link Project, development of a TSPLOST II Alpha Link Project, and to authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

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:

Staff seeks approval to reallocate TSPLOST 2 funds associated with the North Point Parkway Corridor Improvements to the Alpha Link project and create a TSPLOST II Alpha Link project.

BACKGROUND:

The City Council conducted its Annual Planning Retreat on Friday, January 17, and Saturday, January 18, 2025. During the Planning Retreat, there was discussion to reallocate TSPLOST 2 funds associated with North Point Parkway corridor improvements to Alpha Link project. The North Point Parkway corridor is on the tier 1 list of the TSPLOST 2 projects.

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. This segment is referred to as the Alpha Link because it connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. Though this section is referred to as the Alpha Link the same aesthetic measures, where feasible, will be installed along the trail. Currently, Phase 1 of the project design is complete, which includes concept plan drawing (i.e., trail alignment), survey, and environmental studies. Phase 1 of the project was completed in collaboration with GDOT (Georgia Department of Transportation), using a federal grant as well as city funds.

The Alpha Link project will be locally funded without requiring applying for federal grants. Reallocating the North Point Parkway TSPLOST funds to the Alpha Link project would enable staff to accelerate the remaining phases of the Alpha Link project such as design, right of way acquisition, and construction. Additionally, the City would be forgoing Federal and GDOT funds associated with the North Point Corridor and Alpha Link

Projects. Staff is currently pursuing a design-build approach to deliver a project quicker with a known project cost sooner.

ALTERNATIVES:

Do not approve reallocation of North Point Parkway corridor TSPLOST 2 funds to Alpha Link project and continue to pursue federal/GDOT funding for the projects.

ATTACHMENTS:

1. 2025-02-10 Letter to GDOT (2)
2. 2025-02-10 Letter to GDOT



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

February 10, 2025

Mr. Mark Lawing
Program Manager
Local Administered Projects

Georgia Department of Transportation
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308

RE: Request to withdraw project
North Point Parkway LID Streetscape Enhancements and Complete Street
Upgrade from Mansell Road to Haynes Bridge Road
PI: 0017814, Fulton County

Dear Mr. Lawing:

The City of Alpharetta is no longer pursuing the above-referenced project. The city understands we are relinquishing any Federal and GDOT Funding allocated to this project. Please withdraw this project from any project lists associated within Georgia Department of Transportation's system.

Respectfully,

Jim Gilvin
Mayor

Cc: File
Jean Hee P. Barrett, Atlanta Regional Commission
April K. McKown, Atlas
Pete Sewczwicz PE, Alpharetta Public Works

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



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

February 10, 2025

Mr. Mark Lawing
Program Manager
Local Administered Projects

Georgia Department of Transportation
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308

RE: Request to withdraw project
North Point Alpha Link Trail from Haynes Bridge Road and Northwinds
Parkway to Encore Parkway
PI: 0019211, Fulton County

Dear Mr. Lawing:

The City of Alpharetta is no longer pursuing the above-referenced project. The city understands we are relinquishing any Federal and GDOT Funding allocated to this project. Please withdraw this project from any project lists associated within Georgia Department of Transportation's system.

Respectfully,

Jim Gilvin
Mayor

Cc: File
Jean Hee P. Barrett, Atlanta Regional Commission
April K. McKown, Atlas
Pete Sewczwicz PE, Alpharetta Director of Public Works

MAYOR
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BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: February 10, 2025

AGENDA ITEM:

Request For Proposals (RFP) 25-109: Public Safety Vehicle Upfitting

Consideration to award a contract for Request For Proposals 25-109 to Dana Safety Supply and Prologic for Public Safety vehicle upfitting and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Award RFP 25-109 to Dana Safety Supply, Inc. and Prologic ITS, LLC for Public Safety vehicle upfitting with a five-year contract term and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: WE BASED THE ESTIMATED COST FOR FY25 ON THE PURCHASE OF 25 VEHICLES, EACH WITH APPROXIMATELY A \$25,000 UPFIT. THE UPFIT CAN DIFFER DEPENDING ON THE TYPE OF VEHICLE.

25 VEHICLES AT \$25,000 UPFIT EACH = \$625,000.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
30131150-542200-C2504 FY25 FLEET REPLACEMENT	\$625,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP **25-109 PS Vehicle Upfitting**. The procurement method selected was a Request for Proposals (RFP). Recommended vendors are Dana Safety Supply, Inc. and Prologic ITS, LLC.

BACKGROUND

The Department of Public Safety annually up-fits new vehicles with emergency lights, sirens, radios, cages, etc. The City's current vehicle up-fitting contract expired in October 2024. With this RFP, it is the City's intent to award a 5-year non-exclusive contract to the two vendor(s) that best met the requirements listed in the RFP.

PROCUREMENT METHOD

Request for Proposals (RFP): This method allows the City to seek a solution or service that is complex and/or requires customization. Unlike an Invitation to Bid (ITB), an RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach,

innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFP, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

The focus of an RFP is multi-layered, but ultimately aims to select the best firm to fulfill a specific need, considering both qualifications and cost.

As opposed to an ITB, the RFP process allows for negotiations with firms after proposals have been evaluated. This flexibility allows the City to refine requirements, discuss terms, and potentially negotiate aspects of the contract (e.g. cost) before finalizing the award.

PROCUREMENT PROCESS

The Department of Public Safety, with guidance from the Finance Department, prepared RFP 25-109, which was issued on October 17, 2024. RFP 25-109 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry. RFP 25-109 responses were received on November 14, 2024, at 10:00 AM and included proposals from three firms.

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Public Safety Department evaluated the proposals based on the following criteria (max of 100 points):

Evaluation Criteria

- Comparable Experience / Company (47 points)
- Project Team / Key Personnel (30 points)
- Method of Providing Services (20 points)
- Local Vendor Preference (3 points)

Evaluation Committee members independently evaluated and scored each proposal for all criteria above, excluding cost. Upon completion of the independent evaluations, cost was added to the scoring. Total cost below was based on various and comprehensive samples of upfittings, well beyond what one particular vehicle would entail. The overall scoring resulted in the following rankings:

Supplier	Total Points	Quality	Total Cost for Sample Upfittings	
			Points Awarded	Total Cost
ProLogic ITS, LLC	87.3	47.3	40	\$ 62,602.86
DANA SAFETY SUPPLY, Inc.	84.07	47.33	36.74	\$ 68,153.46
Clear Concepts Car	38.46	14.45	24.01	\$ 104,273.76

Historically, the City has contracted with two vendors to ensure timely delivery of vehicles ready for deployment. Recommendation is to contract with both Prologic and Dana Supply.

PROCUREMENT COST

We based the estimated cost for FY25 on the purchase of 25 vehicles, each with approximately a \$25,000 upfit. The upfit can differ depending on the type of vehicle. 25 Vehicles at \$25,000 upfit each = \$625,000.

ALTERNATIVES:

Council could reject both companies proposals and issue a new competitive procurment.

ATTACHMENTS:

1. Upfitting Contract 25-109 ProLogic
2. Upfitting 25-109 Dana Safety
3. 1-20241114 25-109 Upfitting PROLOGIC ITS FINAL V2
4. RFP 25-109 Proposal - Dana Safety Supply

CITY OF ALPHARETTA
CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between **PROLOGIC ITS, LLC**, a Georgia corporation with its principal office located at 106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102 (the "Contractor") and the **CITY OF ALPHARETTA** located at 2 Park Plaza, Alpharetta, GA 30009, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated October 17, 2024 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated November 14, 2024 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include the following:

UPFITTING & EQUIPMENT MAINTENANCE FOR PS VEHICLES, the provision of all parts, supplies and labor to upfit the City's public safety vehicles with emergency equipment on a task order basis. All labor shall be warranted for a period of two (2) years following acceptance of the subject vehicle work by the City.

The City does not guarantee any amount of work based on this Contract or subsequent task order(s), if any.
3. Contract Prices. As finally awarded by the City, the City shall 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 Work, subject to authorized budget appropriations.
4. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Safety
Attn: Pam Futch
2565 Old Milton Pkwy
Alpharetta, GA 30009

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five

(45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until on or after Contract final execution date, and as requested by task order.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall be set forth in the subject task order. Unless otherwise set forth in the task order, Contractor shall complete the upfitting for each vehicle within forty-five (45) days of the City's notification to Contractor of the vehicle's availability.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

6. Duration of Contract.

- (a) The term of this Contract shall be for a five-year period commencing upon Contract execution, and terminating five years later, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services, and/or additional areas of work.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 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. The 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. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in

progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

8. Representations and Warranties. Contractor represents and warrants that:

- i. Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- ii. Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
- iii. Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
- iv. All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
- v. Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

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

10. Insurance.

- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. 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 shall 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 shall be applicable to all premises and all operations of the Contractor. The policy shall 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 shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall 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 Work. The policy shall contain 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 shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall 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 shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- (b) Requirements of Insurance.
- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
 - ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to 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 shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
12. Subcontractors and Contractor Personnel.
- a. No Subcontractors: No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
- b. Subcontractor Requirements: Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- c. Key Staff: Where Contractor has specifically identified or assigned certain personnel for the performance of the Work, Contractor agrees not to transfer or reassign Key Staff without the prior written consent of the City, which consent shall not be unreasonably withheld. Exceptions for the following reasons:
- i. Disciplinary reasons;
 - ii. Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - iii. 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 shall provide the City 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 shall have the right, utilizing an objective standard based on current and past performance of the subject Work, 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.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of

its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2019)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

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

PROLOGIC ITS, LLC
106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102
Attention: Paul Sprayberry

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

City of Alpharetta
Department of Public Safety
2565 Old Milton Pkwy,
Alpharetta, GA 30009
Attention: John Robison

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Further, Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative

Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. 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 shall 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 shall provide to the City a written description of the 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 must designate one individual who shall 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 shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall 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 Work, 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 shall 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 shall 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 shall 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 shall immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

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

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 19 shall 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 Work 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 Work provided pursuant to this Contract.

- (b) Rights in Data. As between the parties, all Proprietary Data shall 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 shall 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 Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall 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.
- (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 shall be limited to its employees having a need to know. City shall continue to maintain 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 shall 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.

20. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://www.e-verify.gov>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the

Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

21. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the

party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid by the City (if any such transfer of title is applicable to this Contract.)

For any such renewal term after the first two years of the contract, 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). Contractor shall 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. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, 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. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the

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

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

[Signatures begin on next page]

CONTRACT NAME: On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
CONTRACT NO. 25-109

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

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Joshua F. Jones, City Attorney

PROLOGIC ITS, LLC

By: _____

Paul Sprayberry, Managing Partner

Date: _____

EXHIBIT A

City of Alpharetta			
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles			
Cost Proposal: Combined Cost for All Vehicles			
Upfitter's Name: PROLOGIC ITS, LLC			
Costs for this sheet will populate from information provided on following sheets.			
MUST Complete the following Company information on this Combined Cost sheet.			
By completing and submitting this bid price form in response to the City of Alpharetta's RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles, Vendor certifies that:			
A. Vendor has carefully read and understands RFP Documents;			
B. Vendor has correlated Vendor's personal observations with requirements of RFP Documents;			
C. By submitting a cost proposal in response to the request, the Vendor agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) as specified by task order.			
PROLOGIC ITS, LLC			Company Name:
106 NORTHPOINT PARKWAY, BUILDING 2, SUITE 350, ACWORTH, GA 30102			Address:
PAUL SPRAYBERRY, MANAGING PARTNER			Name and Title Authorized Signer:
866-923-0513 EXT. 102			Contact Info - Phone Number:
PAUL.SPRAYBERRY@PROLOGICITS.COM			Contact Info - Email Address:
Vehicle Use	Vehicle Type	Grand Total Equipment, Labor, Misc. Costs	
Patrol:	2024MY Tahoe 9C1 PPV 4WD	\$ 22,391.33	
K9	2024MY Tahoe 9C1 PPV 4WD	\$ 27,589.42	
Admin	2024MY Tahoe 9C1 PPV 4WD	\$ 12,622.11	
Grand Total to upfit three sample vehicles:		\$ 62,602.86	<i>For Proposal Evaluation</i>
Per hour labor rate plus lump sum trip charge per day of providing maintenance service			
Vehicle Use	Item	Unit	Rate
Patrol:	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
Patrol:	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00
K9	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
K9	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00
Admin	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
Admin	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Uptiter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Front Bumper	Pushbar	Pushbumper Elite	1	Westin	Federal Signal	DFC-PB-TAH21	519.28	\$ 519.28
Front Bumper	Pushbar	Pit Bar Elite	1	Westin	Federal Signal	DFC-LG-TAH21	483.35	\$ 483.35
Front Bumper	Pushbar	4 Light Channel	1	Westin	Federal Signal	DFC-TC4L-2	26.83	\$ 26.83
Front Bumper	Pushbar	Wire Cover	1	Westin	Federal Signal	DFC-WC-TAH21	31.62	\$ 31.62
Front Bumper - Recessed	Speaker	Low Frequency Speaker	1	SoundOff Signal	Federal Signal	R8KIT1-COMPACT	207.09	\$ 207.09
Front Bumper - Recessed	Bracket	Low Frequency Speaker Bracket	1	SoundOff Signal	Federal Signal	RBS-TAH21ND	31.09	\$ 31.09
Pushbar - Front	Speaker	100W Siren Speaker	2	SoundOff Signal	Federal Signal	ES100C	103.02	\$ 206.04
Pushbar - Front	Speaker	Speaker Bracket	2	SoundOff Signal	Federal Signal	DFC-SB-ES100C	8.38	\$ 16.76
Pushbar - Front	Perimeter Lighting	HINVII-2-6 UV Lighthouse	1	HINVII	No Alternates/Allowals		175.53	\$ 175.53
Pushbar - Front	Bracket	90 Degree Bracket for UV Light	1	None Specified	Federal Signal	mmsm6-lbr	10.01	\$ 10.01
Pushbar - Front	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Pushbar - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOff Signal	DO NOT NEED	MPS63U-RBW	89.82	\$ 359.28
Pushbar - Sides	Bezel	2 Module Black Bezel	2	SoundOff Signal	Federal Signal	DO NOT NEED		\$ -
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal	Federal Signal	MPSW9-RBW	117.37	\$ 234.74
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOff Signal	Federal Signal	DO NOT NEED		\$ -
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOff Signal	Federal Signal	MPSMW9-TAH21MIR	33.72	\$ 67.44
Running Boards	Perimeter Lighting	4" mPower Red/Blue/White	4	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Running Boards	Bracket	15 Degree Wedge	4	SoundOff Signal	Federal Signal	MPSMEU-FH1U20SMW	9.49	\$ 37.96
Front Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOff Signal	Federal Signal	COM3SRWC	50.06	\$ 50.06

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Uptiter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Front Cabin - Interior	Console	425-6162 Ford PU Contour Console (This is correct)	1	Jotto Desk			189.28	\$ 189.28
Front Cabin - Interior	Console	425-6568 Tahoe Floor Plate	1	Jotto Desk			150.37	\$ 150.37
Front Cabin - Interior	Console Faceplate 1	425-6281 Faceplate (Remote Siren)	1	Jotto Desk	Jotto	425-6666	26.93	\$ 26.93
Front Cabin - Interior	Console Faceplate 2	425-6295 Faceplate (Motorola O5)	1	Jotto Desk		425-6295 (No Cost)	-	\$ -
Front Cabin - Interior	Console Faceplate 3	425-3704 Dual Cup Holder	1	Jotto Desk	Jotto	425-6729	37.85	\$ 37.85
Front Cabin - Interior	Console Faceplate 4	425-6053 3" Blank Plate Filler	1	Jotto Desk		425-6053 - No Cost	-	\$ -
Front Cabin - Interior	Console	425-0017 Hinged Brother Printer Armrest	1	Jotto Desk		N/A	271.44	\$ 271.44
Front Cabin - Interior	Console	425-3692 Microphone Bracket	2	Jotto Desk			10.92	\$ 21.84
Front Cabin - Interior	Console	425-3616 Magnetic Mic	2	Jotto Desk	No Alternated Allowed		32.58	\$ 65.16
Front Cabin - Interior	Laptop Stand	425-0020-5182 Laptop Stand with GK Adapter Plate	1	Jotto Desk			254.79	\$ 254.79
Front Cabin - Interior	Laptop Stand	Notepad Y Computer Cable with Regular Brackets	1	Cambier Johnson			260.67	\$ 260.67
Front Cabin - Interior	Laptop Power	100W USB C Power Supply	1	Lind	No Alternated Allowed		161.11	\$ 161.11
Front Cabin - Interior	Printer	PJ-822 Thermal Printer	1	Brother	No Alternated Allowed		319.64	\$ 319.64
Front Cabin - Interior	Cable	Direct Wire 12VDC Power Cord (LB-3692)	1	Brother			21.09	\$ 21.09
Front Cabin - Interior	Cable	Brother USB Type A to Type C 10ft (LBX110001)	1	Brother			19.34	\$ 19.34
Front Cabin - Interior	Power	Triple Outlet Box with 4 USB	1	Sho-Me			47.85	\$ 47.85
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		235.87	\$ 235.87
Front Cabin - Interior	Gun Lock	Dual T-Rail System with XL Universal Handcuff Style Locks	1	Selma	Jotto	425-0849	477.74	\$ 477.74
Rear Cabin - Interior	Prisoner Containment	#10XL C Coated Poly Partition XL Tall 10C Sliding	1	Selma	Jotto	475-1675	720.39	\$ 720.39
Rear Cabin - Interior	Prisoner Containment	***Sliding window opening must have metal safety screen**	**	NOTE				

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Rear Cabin - Interior	Prisoner Containment	#12 Expanded Metal w/Replacement Seat	1	Satina	Jotto	475-1743	1,324.89	\$ 1,324.89
Rear Cabin - Interior	Prisoner Containment	Window Barrier Steel	1	Satina	Jotto	475-1718	227.49	\$ 227.49
Rear Cabin - Interior	Prisoner Containment	SeatBelt Lock	2	SeatBeltLock.com	No Alternated/Allowed		74.47	\$ 148.94
Rear Cabin - Interior	Prisoner Containment	SeatBelt Lock Spare Keys	2	SeatBeltLock.com	No Alternated/Allowed		3.19	\$ 6.38
Rear Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOff Signal	Federal Signal	COMSRNC	50.06	\$ 50.06
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 179.64
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOff Signal	Federal Signal	MPS6U-BP2	31.62	\$ 63.24
Lightbar - Roof	Lightbar	55" mPower Lightbar Dual Color	1	SoundOff Signal	Federal Signal	ALGT63U-1731337269/HKB-TAH21-HP	1,340.12	\$ 1,340.12
Lightbar - Roof	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOff Signal	Federal Signal	MPS6U-DL	13.70	\$ 27.40
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries			852.55	\$ 852.55
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOff Signal	Federal Signal	PF200H/PFSPLTR-4	1,011.93	\$ 1,011.93
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync System for Lighting	1	SoundOff Signal	Federal Signal	PFSYNC-1	187.07	\$ 187.07
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/Carbus Interface)	1	SoundOff Signal	Federal Signal	OBDICABLE20-GMCAN	101.80	\$ 101.80
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	3	SoundOff Signal	Federal Signal	EXPMD024	188.22	\$ 567.66
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	sure to include enough expansion modules to maintain functionality**	**	NOTE				

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Install Motorola APX4500 Radio	1	Motorola			124.50	\$ 124.50
Rear Cargo - Ceiling	Equipment Tray	Radio Power Cable (HKN4192B)	1	Motorola			33.48	\$ 33.48
Rear Cargo - Ceiling	Equipment Tray	Radio Data Cable (HKN6169B)	1	Motorola			88.66	\$ 88.66
Rear Cargo - Ceiling	Equipment Tray	Radio Head Unit Cable (HKN6189B)	1	Motorola			48.02	\$ 48.02
Rear Cargo - Ceiling	Equipment Tray	Radio Coax with Stubby Antenna (H4E4013A)	1	Motorola			56.25	\$ 56.25
Rear Cargo - Ceiling	Equipment Tray	Radio Trunion Kit (HLN6861D)	1	Motorola			52.60	\$ 52.60
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT In Car Video System with Multiband Antenna	1	Utility Inc			777.34	\$ 777.34
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT ALPR System with 2 Cameras to Pushbar	1	Utility Inc			1,056.81	\$ 1,056.81
Rear Cargo - Floor	Storage Box	Custom TruckVault Magnum Height Storage Box	1	TruckVault	No Alternates Allowed		2,093.48	\$ 2,093.48
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Blue/Amber (3-Wire)	4	SoundOff Signal	Federal Signal	MPS62-BA	82.63	\$ 330.52
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Red/White (3-Wire)	2	SoundOff Signal	Federal Signal	MPS62U-RW	82.63	\$ 165.26
Rear Hatch - Tag Area	Bracket	RVID 6 Module Housing	1	Acani Fleet Solutions	Federal Signal	Not Needed		\$ -
Rear Hatch - Interior Liftgate Edge	Perimeter Lighting	4" mPower Red/Blue	2	SoundOff Signal	Federal Signal	MPS62U-RB	82.63	\$ 165.26
Rear Hatch - Interior Liftgate	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal	Federal Signal	COM3SRWC	50.06	\$ 50.06
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal	Federal Signal	COM3SRWC	50.06	\$ 50.06
Rear Cargo - Passenger D-Pillar	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified	Source One	SE-R2-2E-F-6-5	1.11	\$ 1.11
Rear Cargo - Passenger D-Pillar	Cable	Extra PA Mic and Cabling for Felony Traffic Stops from Rear of Vehicle	1	SoundOff Signal	Federal Signal	RMK/MNCT-SD	106.97	\$ 106.97
Equipment Sub-Total								\$ 18,105.83

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024NY Taloe 9C1 PPV AWD

Uptiter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Miscellaneous	Miscellaneous	Labor Charge for Install of Above Products (not including Radio/In Car Video)	1				3,012.50	\$ 3,012.50
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				178.00	\$ 178.00
Miscellaneous	Miscellaneous	Incoming Freight	1				1,095.00	\$ 1,095.00
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1				-	\$ -
Upfitting Labor, Misc. Supplies and Costs Sub-Total								\$ 4,285.50
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: PATROL VEHICLE								\$ 22,391.33

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Uptfitter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Bumper	Pushbar	Pushbumper Elite	1	Westin	Federal Signal	DFC-PB-TAH21	519.28	\$ 519.28
Front Bumper	Pushbar	Pit Bar Elite	1	Westin	Federal Signal	DFC-LG-TAH21	483.35	\$ 483.35
Front Bumper	Pushbar	4 Light Channel	1	Westin	Federal Signal	DFC-TC4L-2	26.83	\$ 26.83
Front Bumper	Pushbar	Wire Cover	1	Westin	Federal Signal	DFC-WC-TAH21	31.62	\$ 31.62
Front Bumper - Recessed	Speaker	Low Frequency Speaker	1	SoundOf Signal	Federal Signal	RBKT1-COMPACT	207.09	\$ 207.09
Front Bumper - Recessed	Bracket	Low Frequency Speaker Bracket	1	SoundOf Signal	Federal Signal	RBS-TAH21ND	31.09	\$ 31.09
Pushbar - Front	Speaker	100W Siren Speaker	2	SoundOf Signal	Federal Signal	ES100C	103.02	\$ 206.04
Pushbar - Front	Speaker	Speaker Bracket	2	SoundOf Signal	Federal Signal	DFC-SB-ES100C	8.38	\$ 16.76
Pushbar - Front	Perimeter Lighting	HINVII-2-6 UV Lighthouse	1	HINVII	No Alternates Allowed		175.53	\$ 175.53
Pushbar - Front	Bracket	90 Degree Bracket for UV Light	1	None Specified	Federal Signal	mpsm6-lb	10.01	\$ 10.01
Pushbar - Front	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Pushbar - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Pushbar - Sides	Bezel	2 Module Black Bezel	2	SoundOf Signal		Not Needed	-	\$ -
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOf Signal	Federal Signal	MPSW9-RBW	117.37	\$ 234.74
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOf Signal		Not needed	-	\$ -
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOf Signal	Federal Signal	MPSMW9-TAH21MIR	33.72	\$ 67.44
Running Boards	Perimeter Lighting	4" mPower Red/Blue/White	4	SoundOf Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Running Boards	Bracket	15 Degree Wedge	4	SoundOf Signal	Federal Signal	MPSMBU-FPU20SMW	9.49	\$ 37.96
Front Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOf Signal	Federal Signal	COMSSRVC	50.06	\$ 50.06

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptfiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Cabin - Interior	Console	425-6162 Ford PU Contour Console (This is correct)	1	Jotto Desk			189.28	\$ 189.28
Front Cabin - Interior	Console	425-6568 Tahoe Floor Plate	1	Jotto Desk			150.37	\$ 150.37
Front Cabin - Interior	Console Faceplate 1	425-6281 Faceplate (Remote Siren)	1	Jotto Desk	Jotto	425-6666	26.93	\$ 26.93
Front Cabin - Interior	Console Faceplate 2	425-6295 Faceplate (Motorola O5)	1	Jotto Desk		425-6568 - No Cost	-	\$ -
Front Cabin - Interior	Console Faceplate 3	425-3704 Dual Cup Holder	1	Jotto Desk	Jotto	425-6729	37.85	\$ 37.85
Front Cabin - Interior	Console Faceplate 4	425-6053 3" Blank Plate Filler	1	Jotto Desk		425-6053 - No Cost	-	\$ -
Front Cabin - Interior	Console	425-0017 Hinged Brother Printer Armrest	1	Jotto Desk			271.44	\$ 271.44
Front Cabin - Interior	Console	425-3692 Microphone Bracket	2	Jotto Desk			10.92	\$ 21.84
Front Cabin - Interior	Console	425-3616 Magnetic Mic	2	Jotto Desk	No Alternated Allowed		32.58	\$ 65.16
Front Cabin - Interior	Laptop Stand	425-0020-5182 Laptop Stand with GK Adapter Plate	1	Jotto Desk			254.79	\$ 254.79
Front Cabin - Interior	Laptop Stand	Notepad Y Computer Cable with Regular Brackets	1	Cambier Johnson			260.67	\$ 260.67
Front Cabin - Interior	Laptop Power	100W USB C Power Supply	1	Lind	No Alternated Allowed		161.11	\$ 161.11
Front Cabin - Interior	Printer	PJ-822 Thermal Printer	1	Brother	No Alternated Allowed		319.64	\$ 319.64
Front Cabin - Interior	Cable	Direct Wire 12VDC Power Cord (LB3692)	1	Brother			21.09	\$ 21.09
Front Cabin - Interior	Cable	Brother USB Type A to Type C 10ft (LBX110001)	1	Brother			19.34	\$ 19.34
Front Cabin - Interior	Power	Triple Outlet Box with 4 USB	1	Sho-Me			47.85	\$ 47.85
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		235.87	\$ 235.87
Front Cabin - Interior	Gun Lock	MODEL SC-934-5-A K9 RAPID-ADJUST UNIVERSAL OVERHEAD GUNPACK	1	Santa Cruz			238.03	\$ 238.03
Rear Cabin - Interior	K9	K9-Q25 Insert for Tahoe - White	1	Havis	No Alternated Allowed		3,202.74	\$ 3,202.74
Rear Cabin - Interior	K9	Water Bowl Option K9-A-103	1	Havis	No Alternated Allowed		54.15	\$ 54.15

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Uptiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cabin - Interior	K9	ACE K9 Hot'n Pop Temp Alarm and Door System	1	ACE K9	No Alternated Allowed		1,466.41	\$ 1,466.41
Rear Cabin - Interior	K9	ACE K9 Watchdog Pro with Pro Alarm	1	ACE K9	No Alternated Allowed		879.46	\$ 879.46
Rear Cabin - Interior	K9	ACE K9 10" Fan Kit HA-RT10-P	2	ACE K9	No Alternated Allowed		233.80	\$ 467.60
Rear Cabin - Interior	K9	ACE K9 Fan Guard HA-PWG	2	ACE K9	No Alternated Allowed		83.15	\$ 166.30
Rear Cabin - Interior	K9	ACE K9 No K-9 LEFT BEHIND H-NKLB-K	1	ACE K9			67.50	\$ 67.50
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOf Signal		MPS63U-RBW	\$ 89.82	\$ 179.64
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOf Signal		MPSM6U-8P2	\$ 31.62	\$ 63.24
Lightbar - Roof	Lightbar	55" mPower Lightbar Dual Color	1	SoundOf Signal		INTG51J-PF3U/HKG-TA421-H	1,340.12	\$ 1,340.12
Lightbar - Roof	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOf Signal		MPS63U-RBW	89.82	\$ 359.28
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOf Signal		MPSM6-DL	13.70	\$ 27.40
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries			852.55	\$ 852.55
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOf Signal		PF200R/PFSPLTR-4	1,011.93	\$ 1,011.93
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync System for Lighting	1	SoundOf Signal		PFSYNC-1	187.07	\$ 187.07
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/CanBus Interface)	1	SoundOf Signal		OBD/CABLE20-ONCAN	101.80	\$ 101.80
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	3	SoundOf Signal		EXPMD24	189.22	\$ 567.66
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	sure to include enough expansion modules to maintain functionality**	**	NOTE				

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Install Motorola APX4500 Radio	1	Motorola			124.50	\$ 124.50
Rear Cargo - Ceiling	Equipment Tray	Radio Power Cable (HKN4192B)	1	Motorola			33.48	\$ 33.48
Rear Cargo - Ceiling	Equipment Tray	Radio Data Cable (HKN6169B)	1	Motorola			88.66	\$ 88.66
Rear Cargo - Ceiling	Equipment Tray	Radio Head Unit Cable (HKN6189B)	1	Motorola			48.02	\$ 48.02
Rear Cargo - Ceiling	Equipment Tray	Radio Coax with Stubby Antenna (H464013A)	1	Motorola			56.25	\$ 56.25
Rear Cargo - Ceiling	Equipment Tray	Radio Trunion Kit (HLN6861D)	1	Motorola			52.60	\$ 52.60
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT In Car Video System with Multiband Antenna	1	Utility Inc			777.34	\$ 777.34
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT ALPR System with 2 Cameras to Pushbar	1	Utility Inc			1,056.81	\$ 1,056.81
Rear Cargo - Floor	Storage Box	Custom TruckVault Magnum Height Storage Box	1	TruckVault	No Alternates Allowed		2,093.48	\$ 2,093.48
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Blue/Amber (3-Wire)	4	SoundOff Signal		MPS62U-BA	82.63	\$ 330.52
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Red/White (3-Wire)	2	SoundOff Signal		MPS62U-BA	82.63	\$ 165.26
Rear Hatch - Tag Area	Bracket	RVID 6 Module Housing	1	Acar Fleet Solutions		NOT NEEDED	-	\$ -
Rear Hatch - Interior Liftgate Edge	Perimeter Lighting	4" mPower Red/Blue	2	SoundOff Signal		MPS62U-RB	82.63	\$ 165.26
Rear Hatch - Interior Liftgate	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal		COM3SRWC	50.06	\$ 50.06
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal		COM3SRWC	50.06	\$ 50.06
Rear Cargo - Passenger D-Pillar	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified	Source One	SE-R2-2E-F-6-5	1.11	\$ 1.11
Rear Cargo - Passenger D-Pillar	Cable	Extra PA Mic and Cabling for Felony Traffic Stops from Rear of Vehicle	1	SoundOff Signal	Federal Signal	RMK/MNCT-SD	106.97	\$ 106.97
Equipment Sub-Total							\$	21,692.13

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Upritter's Name: PROLOGIS ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Miscellaneous	Miscellaneous	Labor Charge for Install of Above Products (not including Radio/In Car Video)	1				4,999.29	\$ 4,999.29
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				373.00	\$ 373.00
Miscellaneous	Miscellaneous	Incoming Freight	1				525.00	\$ 525.00
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1				-	\$ -
Upritting Labor, Misc. Supplies and Costs Sub-Total								\$ 5,897.29
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: K9 VEHICLE								\$ 27,589.42

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Admin Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptiter's Name: PROLOGIC ITS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Bumper	Perimeter Lighting	4" mPower Red/Blue/White (3-Wire)	6	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 538.92
Front Bumper	Bracket	6 Module Grille Bracket	1	SoundOff Signal	Federal Signal	MPSM6-LB	10.01	\$ 10.01
Front Bumper - Recessed	Speaker	100W Siren Speaker	1	SoundOff Signal	Federal Signal	ES100C - No Cost	-	\$ -
Front Bumper - Recessed	Bracket	Speaker Bracket	1	SoundOff Signal	Federal Signal	ESBL2-TAH21 - No Cost	-	\$ -
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal	Federal Signal	MPSW9-RBW	117.37	\$ 234.74
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOff Signal		Not needed	-	\$ -
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOff Signal	Federal Signal	MPSMW9-TAH21MIR	33.72	\$ 67.44
Front Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOff Signal	Federal Signal	COM2SRWC	50.06	\$ 50.06
Front Cabin - Interior	Console	2021+ Chevy Tahoe 7" Overhead Console	1	Troy Products			386.96	\$ 386.96
Front Cabin - Interior	Console Faceplate 1	Faceplate (SoundOff Signal Remote Siren)	1	Troy Products	Troy	FP-FED-PATH-R	890.22	\$ 890.22
Front Cabin - Interior	Console Faceplate 2	Faceplate 3" Blank	1	Troy Products			27.17	\$ 27.17
Front Cabin - Interior	Console	425-3836 Magnetic Mic	1	Jotto Desk	No Alternated Allowed		32.58	\$ 32.58
Front Cabin - Interior	Laptop Stand	425-0019 Laptop Stand - Base Only	1	Jotto Desk			119.20	\$ 119.20
Front Cabin - Interior	Console	PA Mic Extension Cable from Siren Amp to Front Cabin	1	SoundOff Signal	Federal Signal	RMK/MNCT-SD	106.97	\$ 106.97
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		235.87	\$ 235.87
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal	Federal Signal	MPS63U-RBW	89.82	\$ 179.64
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOff Signal	Federal Signal	MPSM6U-BP2	31.62	\$ 63.24
Lightbar - Interior	Lightbar	nForce Interior Lightbar 8 Module - Split Red/Blue/White	1	SoundOff Signal	Federal Signal	SIFMUS-TAH21-PS	748.50	\$ 748.50
Lightbar - Interior	Lightbar	***See Color Chart for Corrig***	**	NOTE				

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Admin Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV AWD

Uptiter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOf Signal	Federal Signal	MPS63U-RBW	89.82	\$ 359.28
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOf Signal	Federal Signal	MPSM6-DL	13.70	\$ 27.40
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries			852.55	\$ 852.55
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOf Signal	Federal Signal	PF200R/PFSPLTR-4	1,011.93	\$ 1,011.93
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync System for Lighting	1	SoundOf Signal	Federal Signal	PFSYNC-1	187.07	\$ 187.07
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/CanBus Interface)	1	SoundOf Signal	Federal Signal	OBD/CABLE20-GMCAN	101.80	\$ 101.80
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	2	SoundOf Signal	Federal Signal	EXPHOD24	188.22	\$ 378.44
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	sure to include enough expansion modules to maintain functionality**	**	NOTE				
Rear Cargo - Floor	Storage Box	Custom Truckvaul Magnum Height Storage Box	1	TruckVault	No Alternates Allowed		2,093.48	\$ 2,093.48
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Window	Lightbar	Rear Interior Lightbar 8 Module Red/Blue/Amber with Red/Blue/White Tips	1	SoundOf Signal	Federal Signal	SIFM/H-TAH21-P3	748.50	\$ 748.50
Rear Hatch - Window	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Hatch - Interior Lightgate	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOf Signal	Federal Signal	COMSRWC	50.06	\$ 50.06
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOf Signal	Federal Signal	COMSRWC	50.06	\$ 50.06
Rear Cargo - Passenger D-Pill	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified	Source One	SE-R2-2E-F-S-5	1.11	\$ 1.11
Equipment Sub-Total								\$ 9,553.20

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Admin Vehicle Cost Proposal

2024NY Tahoe 9C1 PPV AWD

Upriter's Name: PROLOGISTICS, LLC

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Miscellaneous	Miscellaneous	Labor Charge for Install of Above Products (not including Radio/In Car Video)	1				2,527.91	\$ 2,527.91
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				151.00	\$ 151.00
Miscellaneous	Miscellaneous	Incoming Freight	1				390.00	\$ 390.00
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1				-	\$ -
Upfitting Labor, Misc. Supplies and Costs Sub-Total								\$ 3,068.91
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: ADMIN VEHICLE								\$ 12,622.11

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 124.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 1,200.00

CITY OF ALPHARETTA
CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between **DANA SAFETY SUPPLY, INC.**, a Florida corporation with its principal office located at 1725 Memorial Park Drive, Jacksonville, FL 32204 (the "Contractor") and the **CITY OF ALPHARETTA** located at 2 Park Plaza, Alpharetta, GA 30009, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated October 17, 2024 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated November 14, 2024 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include the following:

UPFITTING & EQUIPMENT MAINTENANCE FOR PS VEHICLES, the provision of all parts, supplies and labor to upfit the City's public safety vehicles with emergency equipment on a task order basis. All labor shall be warranted for a period of two (2) years following acceptance of the subject vehicle work by the City.

The City does not guarantee any amount of work based on this Contract or subsequent task order(s), if any.
3. Contract Prices. As finally awarded by the City, the City shall 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 Work, subject to authorized budget appropriations.
4. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Safety
Attn: Pam Futch
2565 Old Milton Pkwy
Alpharetta, GA 30009

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five

(45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5. Commencement of Work; Time for Performance.

- (a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until on or after Contract final execution date, and as requested by task order.
- (b) Time for Performance. Contractor's time for performance of each portion of the Work shall be set forth in the subject task order. Unless otherwise set forth in the task order, Contractor shall complete the upfitting for each vehicle within forty-five (45) days of the City's notification to Contractor of the vehicle's availability.
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

6. Duration of Contract.

- (a) The term of this Contract shall be for a five-year period commencing upon Contract execution, and terminating five years later, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services, and/or additional areas of work.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 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. The 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. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in

progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

8. Representations and Warranties. Contractor represents and warrants that:

- i. Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- ii. Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;
- iii. Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;
- iv. All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
- v. Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

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

10. Insurance.

- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. 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 shall 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 shall be applicable to all premises and all operations of the Contractor. The policy shall 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 shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall 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 Work. The policy shall contain 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 shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall 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 shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- (b) Requirements of Insurance.
- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
 - ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
 - iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
 - v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
- (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
11. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to 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 shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
12. Subcontractors and Contractor Personnel.
- a. No Subcontractors: No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
- b. Subcontractor Requirements: Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- c. Key Staff: Where Contractor has specifically identified or assigned certain personnel for the performance of the Work, Contractor agrees not to transfer or reassign Key Staff without the prior written consent of the City, which consent shall not be unreasonably withheld. Exceptions for the following reasons:
- i. Disciplinary reasons;
 - ii. Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - iii. 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 shall provide the City 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 shall have the right, utilizing an objective standard based on current and past performance of the subject Work, 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.
13. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of

its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2019)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.
16. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

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

Dana Safety Supply, Inc.
4729 Nelson Brogdon Blvd,
Sugar Hill, GA 30518
Attention: Jake Porter

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

City of Alpharetta
Department of Public Safety
2565 Old Milton Pkwy,
Alpharetta, GA 30009
Attention: John Robison

(c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

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

City's right to defend against disclosure of records alleged to be public.

18. 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 shall 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 shall provide to the City a written description of the 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 must designate one individual who shall 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 shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall 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 Work, 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 shall 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 shall 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 shall 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 shall immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

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

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 shall 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 Work 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 Work provided pursuant to this Contract.

- (b) Rights in Data. As between the parties, all Proprietary Data shall 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 shall 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 Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall 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.
- (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 shall be limited to its employees having a need to know. City shall continue to maintain 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 shall 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.

20. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://www.e-verify.gov>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the

Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

21. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the

party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid by the City (if any such transfer of title is applicable.)

For any such renewal term after the first two years of the contract, 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). Contractor shall 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. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, 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. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the

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

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

[Signatures begin on next page]

CONTRACT NAME: On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
CONTRACT NO. 25-109

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Joshua F. Jones, City Attorney

DANA SAFETY SUPPLY, INC

By: _____
David Russo, CEO

Date: _____

Attest:

By: _____
Wanda Hobbs, Corporate Secretary

EXHIBIT A

City of Alpharetta RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles Cost Proposal: Combined Cost for All Vehicles			
Upfitter's Name: Dana Safety Supply			
Costs for this sheet will populate from information provided on following sheets.			
MUST Complete the following Company information on this Combined Cost sheet.			
By completing and submitting this bid price form in response to the City of Alpharetta's RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles, Vendor certifies that:			
A. Vendor has carefully read and understands RFP Documents;			
B. Vendor has correlated Vendor's personal observations with requirements of RFP Documents;			
C. By submitting a cost proposal in response to the request, the Vendor agrees that if this proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response Due Date that the Offeror will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) as specified by task order.			
Dana Safety Supply			Company Name:
4729 Nelson Brogdon Blvd., Suite C, Sugar Hill, GA 30518			Address:
Jake Porter - Regional General Manager			Name and Title Authorized Signer:
770-557-6191			Contact Info - Phone Number:
jporter@danasafetysupply.com			Contact Info - Email Address:
Vehicle Use	Vehicle Type	Grand Total Equipment,	
Patrol:	2024MY Tahoe 9C1 PPV 4WD	\$ 24,743.96	
K9	2024MY Tahoe 9C1 PPV 4WD	\$ 29,195.58	
Admin	2024MY Tahoe 9C1 PPV 4WD	\$ 14,213.92	
Grand Total to upfit three sample vehicles:		\$ 68,153.46	<i>For Proposal Evaluation</i>
Per hour labor rate plus lump sum trip charge per day of providing maintenance service			
Vehicle Use	Item	Unit	Rate
Patrol:	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 125.00
Patrol:	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 295.00
K9	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 125.00
K9	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 295.00
Admin	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 125.00
Admin	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 295.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Front Bumper	Pushbar	Pushbumper Elite	1	Westin			425.00	\$ 425.00
Front Bumper	Pushbar	Pit Bar Elite	1	Westin			329.00	\$ 329.00
Front Bumper	Pushbar	4 Light Channel	1	Westin			42.00	\$ 42.00
Front Bumper	Pushbar	Wire Cover	1	Westin			42.00	\$ 42.00
Front Bumper - Recessed	Speaker	Low Frequency Speaker	1	SoundOf Signal			438.30	\$ 438.30
Front Bumper - Recessed	Bracket	Low Frequency Speaker Bracket	1	SoundOf Signal			43.65	\$ 43.65
Pushbar - Front	Speaker	100W Siren Speaker	2	SoundOf Signal			179.00	\$ 358.00
Pushbar - Front	Speaker	Speaker Bracket	2	SoundOf Signal			Included w/#14	\$ -
Pushbar - Front	Perimeter Lighting	HINVII-2-6 UV Lighthouse	1	HINVII	No Alternates Allowed		189.00	\$ 189.00
Pushbar - Front	Bracket	90 Degree Bracket for UV Light	1	None Specified			15.00	\$ 15.00
Pushbar - Front	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal			122.40	\$ 489.60
Pushbar - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal			122.40	\$ 489.60
Pushbar - Sides	Bezel	2 Module Black Bezel	2	SoundOf Signal			14.58	\$ 29.16
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOf Signal			122.40	\$ 244.80
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOf Signal			10.80	\$ 21.60
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOf Signal			23.95	\$ 47.90
Running Boards	Perimeter Lighting	4" mPower Red/Blue/White	4	SoundOf Signal			122.40	\$ 489.60
Running Boards	Bracket	15 Degree Wedge	4	SoundOf Signal			5.95	\$ 23.80
Front Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Front Cabin - Interior	Console	425-6162 Ford PIU Contour Console (This is correct)	1	Jotto Desk			298.31	\$ 298.31

**City of Alpharetta
 RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
 Patrol Vehicle Cost Proposal**

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Front Cabin - Interior	Console	425-6568 Tahoe Floor Plate	1	Jotto Desk			218.00	\$ 218.00
Front Cabin - Interior	Console Faceplate 1	425-6281 Faceplate (Remote Siren)	1	Jotto Desk			Included w/#50	\$ -
Front Cabin - Interior	Console Faceplate 2	425-6295 Faceplate (Motorola O5)	1	Jotto Desk			Included w/#30	\$ -
Front Cabin - Interior	Console Faceplate 3	425-3704 Dual Cup Holder	1	Jotto Desk			59.66	\$ 59.66
Front Cabin - Interior	Console Faceplate 4	425-6053 3" Blank Plate Filler	1	Jotto Desk			Included w/#30	\$ -
Front Cabin - Interior	Console	425-0017 Hinged Brother Printer Armrest	1	Jotto Desk			427.80	\$ 427.80
Front Cabin - Interior	Console	425-3692 Microphone Bracket	2	Jotto Desk			14.95	\$ 29.90
Front Cabin - Interior	Console	425-3816 Magnetic Mic	2	Jotto Desk	No Alternated Allowed		35.00	\$ 70.00
Front Cabin - Interior	Laptop Stand	425-0020-5182 Laptop Stand with GK Adapter Plate	1	Jotto Desk			321.25	\$ 321.25
Front Cabin - Interior	Laptop Stand	NotePad V Computer Cable with Regular Brackets	1	Camber Johnson			259.00	\$ 259.00
Front Cabin - Interior	Laptop Power	100W USB C Power Supply	1	Lind	No Alternated Allowed		142.00	\$ 142.00
Front Cabin - Interior	Printer	PJ-822 Thermal Printer	1	Brother	No Alternated Allowed		376.00	\$ 376.00
Front Cabin - Interior	Cable	Direct Wire 12VDC Power Cord (LB3692)	1	Brother			26.95	\$ 26.95
Front Cabin - Interior	Cable	Brother USB Type A to Type C 10ft (LBX110001)	1	Brother			25.95	\$ 25.95
Front Cabin - Interior	Power	Triple Outlet Box with 4 USB	1	Sho-Me			39.00	\$ 39.00
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		196.00	\$ 196.00
Front Cabin - Interior	Gun Lock	Dual T-Rail System with XL Universal Handcuff Style Locks	1	Setina			426.30	\$ 426.30
Rear Cabin - Interior	Prisoner Containment	#10XL C Coated Poly Partition XL Tall 10C Sliding	1	Setina			755.30	\$ 755.30
Rear Cabin - Interior	Prisoner Containment	**Sliding window opening must have metal safety screen**	**	NOTE				
Rear Cabin - Interior	Prisoner Containment	#12 Expanded Metal w/Replacement Seat	1	Setina			1,458.00	\$ 1,458.00
Rear Cabin - Interior	Prisoner Containment	Window Barrier Steel	1	Setina			230.30	\$ 230.30

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Rear Cabin - Interior	Prisoner Containment	SeatBelt Lock	2	SeatBeltLock.com	No Alternated Allowed		56.00	\$ 112.00
Rear Cabin - Interior	Prisoner Containment	SeatBelt Lock Spare Keys	2	SeatBeltLock.com	No Alternated Allowed		2.50	\$ 5.00
Rear Cabin - Interior	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal			59.00	\$ 59.00
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal			122.40	\$ 244.80
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOff Signal			7.95	\$ 15.90
Lightbar - Roof	Lightbar	55" mPower Lightbar Dual Color	1	SoundOff Signal			1,995.00	\$ 1,995.00
Lightbar - Roof	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOff Signal			122.40	\$ 489.60
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOff Signal			15.95	\$ 31.90
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries			801.00	\$ 801.00
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOff Signal			746.28	\$ 746.28
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync System for Lighting	1	SoundOff Signal			228.15	\$ 228.15
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/CanBus Interface)	1	SoundOff Signal			296.00	\$ 296.00
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	3	SoundOff Signal			281.70	\$ 845.10
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	sure to include enough expansion modules to maintain functionality**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Install Motorola APX4500 Radio	1	Motorola			195.00	\$ 195.00
Rear Cargo - Ceiling	Equipment Tray	Radio Power Cable (HKN4192B)	1	Motorola			49.00	\$ 49.00
Rear Cargo - Ceiling	Equipment Tray	Radio Data Cable (HKN6169B)	1	Motorola			93.00	\$ 93.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Patrol Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WID

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Rear Cargo - Ceiling	Equipment Tray	Radio Head Unit Cable (HKN6188B)	1	Motorola			55.00	\$ 55.00
Rear Cargo - Ceiling	Equipment Tray	Radio Coax with Stubby Antenna (HAF-4013A)	1	Motorola			75.00	\$ 75.00
Rear Cargo - Ceiling	Equipment Tray	Radio Trunion Kit (HLN6861D)	1	Motorola			62.00	\$ 62.00
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT In Car Video System with Multiband Antenna	1	Utility Inc			395.00	\$ 395.00
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT ALPR System with 2 Cameras to Pushbar	1	Utility Inc			395.00	\$ 395.00
Rear Cargo - Floor	Storage Box	Custom TruckVault Magnum Height Storage Box	1	TruckVault	No Alternated Allowed		2,695.00	\$ 2,695.00
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Blue/Amber (3-Wire)	4	SoundOf Signal			110.25	\$ 441.00
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Red/White (3-Wire)	2	SoundOf Signal			110.25	\$ 220.50
Rear Hatch - Tag Area	Bracket	RVID 6 Module Housing	1	Acar Fleet Solutions			485.00	\$ 485.00
Rear Hatch - Interior Liftgate Edge	Perimeter Lighting	4" mPower Red/Blue	2	SoundOf Signal			110.25	\$ 220.50
Rear Hatch - Interior Liftgate	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Rear Cargo - Passenger D-Pillar	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified		Included w/#596		\$ -
Rear Cargo - Passenger D-Pillar	Cable	Extra PA Mic and Cabling for Felony Traffic Stops from Rear of Vehicle	1	SoundOf Signal			100.00	\$ 100.00
Equipment Sub-Total							\$ 20,615.46	

**City of Alpharetta
 RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
 Patrol Vehicle Cost Proposal**

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Alternate Part Number	Unit Price	Extended Price
Miscellaneous	Miscellaneous	Labor Charge for install of Above Products (not including Radio/In Car Video)	1				2,895.00	\$ 2,895.00
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				375.00	\$ 375.00
Miscellaneous	Miscellaneous	Incoming Freight	1				395.00	\$ 395.00
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1				463.50	\$ 463.50
Upfitting Labor, Misc. Supplies and Costs Sub-Total								\$ 4,128.50
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: PATROL VEHICLE \$ 24,743.96								

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of	Per	\$ 125.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of	Lump	\$ 295.00
				Per Installer

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Bumper	Pushbar	Pushbumper Elite	1	Westin			425.00	\$ 425.00
Front Bumper	Pushbar	Pit Bar Elite	1	Westin			329.00	\$ 329.00
Front Bumper	Pushbar	4 Light Channel	1	Westin			42.00	\$ 42.00
Front Bumper	Pushbar	Wire Cover	1	Westin			42.00	\$ 42.00
Front Bumper - Recessed	Speaker	Low Frequency Speaker	1	SoundOf Signal			438.30	\$ 438.30
Front Bumper - Recessed	Bracket	Low Frequency Speaker Bracket	1	SoundOf Signal			43.65	\$ 43.65
Pushbar - Front	Speaker	100W Siren Speaker	2	SoundOf Signal			179.00	\$ 358.00
Pushbar - Front	Speaker	Speaker Bracket	2	SoundOf Signal			Included w/#14	\$ -
Pushbar - Front	Perimeter Lighting	HINVII-2-6 UV Lighthouse	1	HINVII	No Alternated Allowed		189.00	\$ 189.00
Pushbar - Front	Bracket	90 Degree Bracket for UV Light	1	None Specified			15.00	\$ 15.00
Pushbar - Front	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal			122.40	\$ 489.60
Pushbar - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White (3-Wire)	4	SoundOf Signal			122.40	\$ 489.60
Pushbar - Sides	Bezel	2 Module Black Bezel	2	SoundOf Signal			14.58	\$ 29.16
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOf Signal			122.40	\$ 244.80
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOf Signal			10.80	\$ 21.60
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOf Signal			23.95	\$ 47.90
Running Boards	Perimeter Lighting	4" mPower Red/Blue/White	4	SoundOf Signal			122.40	\$ 489.60
Running Boards	Bracket	15 Degree Wedge	4	SoundOf Signal			5.95	\$ 23.80
Front Cabin - Interior	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Front Cabin - Interior	Console	425-6162 Ford PIU Contour Console (This is correct)	1	Jotto Desk			298.31	\$ 298.31

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Cabin - Interior	Console	425-6568 Tahoe Floor Plate	1	Jotto Desk			218.00	\$ 218.00
Front Cabin - Interior	Console Faceplate 1	425-6281 Faceplate (Remote Siren)	1	Jotto Desk			Included w/#30	\$ -
Front Cabin - Interior	Console Faceplate 2	425-6295 Faceplate (Motorola O5)	1	Jotto Desk			Included w/#30	\$ -
Front Cabin - Interior	Console Faceplate 3	425-3704 Dual Cup Holder	1	Jotto Desk			59.66	\$ 59.66
Front Cabin - Interior	Console Faceplate 4	425-6053 3" Blank Plate Filler	1	Jotto Desk			Included w/#30	\$ -
Front Cabin - Interior	Console	425-0017 Hinged Brother Printer Armrest	1	Jotto Desk			427.80	\$ 427.80
Front Cabin - Interior	Console	425-3692 Microphone Bracket	2	Jotto Desk			14.95	\$ 29.90
Front Cabin - Interior	Console	425-3816 Magnetic Mic	2	Jotto Desk	No Alternated Allowed		35.00	\$ 70.00
Front Cabin - Interior	Laptop Stand	425-0020-5182 Laptop Stand with GK Adapter Plate	1	Jotto Desk			321.25	\$ 321.25
Front Cabin - Interior	Laptop Stand	NotePad V Computer Cable with Regular Brackets	1	Gamber Johnson			259.00	\$ 259.00
Front Cabin - Interior	Laptop Power	100W USB C Power Supply	1	Lind	No Alternated Allowed		142.00	\$ 142.00
Front Cabin - Interior	Printer	PJ-822 Thermal Printer	1	Brother	No Alternated Allowed		376.00	\$ 376.00
Front Cabin - Interior	Cable	Direct Wire 12VDC Power Cord (LB3692)	1	Brother			26.95	\$ 26.95
Front Cabin - Interior	Cable	Brother USB Type A to Type C 10ft (LBX110001)	1	Brother			25.95	\$ 25.95
Front Cabin - Interior	Power	Triple Outlet Box with 4 USB	1	Sho-Me			39.00	\$ 39.00
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		196.00	\$ 196.00
Front Cabin - Interior	Gun Lock	MODEL SC-934-5-A-K9 RAPID-ADJUST UNIVERSAL OVERHEAD GUN RACK	1	Santa Cruz			318.00	\$ 318.00
Rear Cabin - Interior	K9	K9-C26 Insert for Tahoe - White	1	Havis	No Alternated Allowed		3,179.52	\$ 3,179.52
Rear Cabin - Interior	K9	Water Bowl Option K9-A-103	1	Havis	No Alternated Allowed		76.00	\$ 76.00
Rear Cabin - Interior	K9	ACE K9 Hot n Pop Pro Temp Alarm and Door System	1	ACE K9	No Alternated Allowed		1,498.00	\$ 1,498.00
Rear Cabin - Interior	K9	ACE K9 Watchdog Pro with Pro Alarm	1	ACE K9	No Alternated Allowed		898.00	\$ 898.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cabin - Interior	K9	ACE K9 10" Fan Kit HA-FKT10-P	1	ACE K9	No Alternated Allowed		276.00	\$ 276.00
Rear Cabin - Interior	K9	ACE K9 Fan Guard HA-FWG	1	ACE K9	No Alternated Allowed		108.00	\$ 108.00
Rear Cabin - Interior	K9	ACE K9 No K-9 LEFT BEHIND H-NKLB-K	1	ACE K9			69.00	\$ 69.00
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal			\$ 122.40	\$ 244.80
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOff Signal			\$ 7.95	\$ 15.90
Lightbar - Roof	Lightbar	55" mPower Lightbar Dual Color	1	SoundOff Signal			1,995.00	\$ 1,995.00
Lightbar - Roof	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOff Signal			122.40	\$ 489.60
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOff Signal			15.95	\$ 31.90
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries			801.00	\$ 801.00
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOff Signal			746.28	\$ 746.28
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync System for Lighting	1	SoundOff Signal			228.15	\$ 228.15
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/CanBus Interface)	1	SoundOff Signal			296.00	\$ 296.00
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	3	SoundOff Signal			281.70	\$ 845.10
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	sure to include enough expansion modules to maintain functionality**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Install Motorola APX4500 Radio	1	Motorola			195.00	\$ 195.00
Rear Cargo - Ceiling	Equipment Tray	Radio Power Cable (HKN4192B)	1	Motorola			49.00	\$ 49.00
Rear Cargo - Ceiling	Equipment Tray	Radio Data Cable (HKN6169B)	1	Motorola			93.00	\$ 93.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cargo - Ceiling	Equipment Tray	Radio Head Unit Cable (HKN6188B)	1	Motorola			55.00	\$ 55.00
Rear Cargo - Ceiling	Equipment Tray	Radio Coax with Stubby Antenna (HAF-4013A)	1	Motorola			75.00	\$ 75.00
Rear Cargo - Ceiling	Equipment Tray	Radio Trunion Kit (HLN6861D)	1	Motorola			62.00	\$ 62.00
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT In Car Video System with Multiband Antenna	1	Utility Inc			395.00	\$ 395.00
Rear Cargo - Ceiling	Equipment Tray	Separate Labor - Utility Inc RocketIoT ALPR System with 2 Cameras to Pushbar	1	Utility Inc			395.00	\$ 395.00
Rear Cargo - Floor	Storage Box	Custom TruckVault Magnum Height Storage Box	1	TruckVault	No Alternated Allowed		2,695.00	\$ 2,695.00
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Blue/Amber (3-Wire)	4	SoundOf Signal			110.25	\$ 441.00
Rear Hatch - Tag Area	Perimeter Lighting	4" mPower Red/White (3-Wire)	2	SoundOf Signal			110.25	\$ 220.50
Rear Hatch - Tag Area	Bracket	RVID 6 Module Housing	1	Acan Fleet Solutions			485.00	\$ 485.00
Rear Hatch - Interior Liftgate Edge	Perimeter Lighting	4" mPower Red/Blue	2	SoundOf Signal			110.25	\$ 220.50
Rear Hatch - Interior Liftgate	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOf Signal			59.00	\$ 59.00
Rear Cargo - Passenger D-Pillar	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified			Included w/#96	\$ -
Rear Cargo - Passenger D-Pillar	Cable	Extra PA Mic and Cabling for Felony Traffic Stops from Rear of Vehicle	1	SoundOf Signal			100.00	\$ 100.00
Equipment Sub-Total								\$ 23,992.08
Miscellaneous	Miscellaneous	Labor Charge for Install of Above Products (not including Radio/In Car Video)	1				3,495.00	\$ 3,495.00
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				395.00	\$ 395.00
Miscellaneous	Miscellaneous	Incoming Freight	1				850.00	\$ 850.00
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1				463.50	\$ 463.50

City of Alpharetta
 RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
 K9 Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Upfitting Labor, Misc. Supplies and Costs Sub-Total								5,203.50
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: K9 VEHICLE								29,195.58

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 125.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 295.00

City of Alpharetta
RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
Admin Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Front Bumper	Perimeter Lighting	4" mPower Red/Blue/White (3-Wire)	6	SoundOff Signal			122.40	\$ 734.40
Front Bumper	Bracket	6 Module Grille Bracket	1	SoundOff Signal			69.75	\$ 69.75
Front Bumper - Recessed	Speaker	100W Siren Speaker	1	SoundOff Signal			179.00	\$ 179.00
Front Bumper - Recessed	Bracket	Speaker Bracket	1	SoundOff Signal			Included w/#9	\$ -
Under Mirrors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal			122.40	\$ 244.80
Under Mirrors	Bezel	1 Module Black Bezel	2	SoundOff Signal			10.80	\$ 21.60
Under Mirrors	Bracket	Under Mirror Bracket for Tahoe	2	SoundOff Signal			23.95	\$ 47.90
Front Cabin - Interior	Cabin Lighting	obSERVE+ 3" Dome Light (Red/White)	1	SoundOff Signal			59.00	\$ 59.00
Front Cabin - Interior	Console	2021+ Chevy Tahoe 7" Overhead Console	1	Troy Products			329.00	\$ 329.00
Front Cabin - Interior	Console Faceplate 1	Faceplate (SoundOff Signal Remote Siren)	1	Troy Products			Included w/#17	\$ -
Front Cabin - Interior	Console Faceplate 2	Faceplate 3" Blank	1	Troy Products			Included w/#17	\$ -
Front Cabin - Interior	Console	425-3816 Magnetic Mic	1	Jotto Desk	No Alternated Allowed		35.00	\$ 35.00
Front Cabin - Interior	Laptop Stand	425-0019 Laptop Stand - Base Only	1	Jotto Desk			164.58	\$ 164.58
Front Cabin - Interior	Console	PA Mic Extension Cable from Siren Amp to Front Cabin	1	SoundOff Signal			100.00	\$ 100.00
Front Cabin - Interior	Seat Cover	Driver Seat Cover - Black	1	Tiger Tough Tactical	No Alternated Allowed		196.00	\$ 196.00
B-Pillar - Rear Doors	Perimeter Lighting	4" mPower HD Red/Blue/White	2	SoundOff Signal			122.40	\$ 244.80
B-Pillar - Rear Doors	Bracket	90 Degree Mounting Bracket	2	SoundOff Signal			7.95	\$ 15.90
Lightbar - Interior	Lightbar	nForce Interior Lightbar 8 Module - Split Red/Blue/White	1	SoundOff Signal			964.18	\$ 964.18
Lightbar - Interior	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Cargo Window - Sides	Perimeter Lighting	4" mPower HD Red/Blue/White	4	SoundOff Signal			122.40	\$ 489.60

City of Alpharetta
 RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
 Admin Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Rear Cargo Window - Sides	Bracket	Dual Horizontal Window Shroud	2	SoundOff Signal			15.95	\$ 31.90
Rear Cargo - Ceiling	Equipment Tray	Loft Style Equipment Tray for Radio, Camera, Smart Control, Fuseblock	1	Lund Industries	*Lund also requires Non Partition Alt** Included in my Price		997.00	\$ 997.00
Rear Cargo - Ceiling	Equipment Tray	**See Sample Image of Wiring Layout**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray	bluePRINT 500 Series 200W Siren System with Remote Rotary Knob Control Panel	1	SoundOff Signal			746.28	\$ 746.28
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Sync-System for Lighting	1	SoundOff Signal			228.15	\$ 228.15
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Link System (OBDII/CanBus Interface)	1	SoundOff Signal			296.00	\$ 296.00
Rear Cargo - Ceiling	Equipment Tray	bluePRINT Remote Nodes + Harnesses	2	SoundOff Signal			281.70	\$ 563.40
Rear Cargo - Ceiling	Equipment Tray	**Every Light should be individually controllable to use all functions - make sure to include enough expansion modules to maintain functionality**	**	NOTE				
Rear Cargo - Ceiling	Equipment Tray		**	NOTE				
Rear Cargo - Floor	Storage Box	Custom TruckVault Magnum Height Storage Box	1	TruckVault	No Alternated Allowed		2,695.00	\$ 2,695.00
Rear Cargo - Floor	Storage Box	**See Chart for Config**	**	NOTE				
Rear Hatch - Window	Lightbar	Rear Interior Lightbar 8 Module Red/Blue/Amber with Red/Blue/White Tips	1	SoundOff Signal			964.18	\$ 964.18
Rear Hatch - Window	Lightbar	**See Color Chart for Config**	**	NOTE				
Rear Hatch - Interior Liftgate	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOff Signal			59.00	\$ 59.00
Rear Cargo - Interior Ceiling	Cabin Lighting	obSERVE- 3" Dome Light (Red/White)	1	SoundOff Signal			59.00	\$ 59.00
Rear Cargo - Passenger D-Pill	Toggle Switch	3 Position Toggle for Rear Cabin Lighting	1	None Specified			Included w/#53	\$ -
Equipment Sub-Total								\$ 10,535.42
Miscellaneous	Miscellaneous	Labor Charge for Install of Above Products (not including Radio/In Car Video)	1				2,495.00	\$ 2,495.00
Miscellaneous	Miscellaneous	Shop Supplies (wiring, relays, fuses, connectors, etc)	1				325.00	\$ 325.00
Miscellaneous	Miscellaneous	Incoming Freight	1				395.00	\$ 395.00

City of Alpharetta
 RFP 25-109, On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles
 Admin Vehicle Cost Proposal

2024MY Tahoe 9C1 PPV 4WD

Upfitter's Name: Dana Safety Supply

Location	Equipment	Item	QTY	Preferred Brand	Alternate Brand	Part Number	Unit Price	Extended Price
Miscellaneous	Miscellaneous	Detail any other charges not listed above for vehicle upfit	1	Harness, & BOE for front 3 wire lights			463.50	\$ 463.50
Upfitting Labor, Misc. Supplies and Costs Sub-Total								\$ 3,678.50
GRAND TOTAL EQUIPMENT, LABOR, MISC COSTS: ADMIN VEHICLE								\$ 14,213.92

Location	Equipment	Item	Unit	Rate
Miscellaneous	Miscellaneous	Labor Rate for Repair of Emergency Equipment out of Warranty	Per Hour	\$ 125.00
Miscellaneous	Miscellaneous	Trip Charge for Repair of Emergency Equipment out of Warranty Per Day/Trip	Lump Sum	\$ 295.00

Response To
RFP NO. 25-109

**ON-CALL SERVICES:
UPFITTING &
EQUIPMENT
MAINTAINANCE FOR
PS VEHICLES**

For



Date Due: November 14th, 2024
Time Due: 10:00 AM

Submitted By

ProLogic ITS

106 North Point Pkwy
Building 2, Suite 350
Acworth GA, 30102
866-923-0513

www.prologicits.com



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Transmittal Letter

November 14th, 2024

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
ATTN: Debora Westbrook

Subject: 25-109 ON-CALL SERVICES: UPFITTING & EQUIPMENT MAINTENANCE FOR PS VEHICLES

Dear Ms. Westbrook,

ProLogic ITS, LLC is known across the country as an end-to-end solution provider. We design and build solutions based on industry-standard technology platforms and related value-added services. Our turn-key business model meets the specific needs of our customers while providing cost-effective solutions designed to ensure excellent performance with a lower overall cost of ownership.

ProLogic ITS has demonstrated success for eleven years. From tried-and-true solutions to today's cutting-edge advancements in technology, ProLogic combines the elements you need and expect from a trusted source for first responder products, services and overall solutions.

Along with outstanding products and services, ProLogic ITS also offers you a dedicated account team that is committed to working with you and your procurement needs. This team includes:

- An Account Manager to ensure overall account satisfaction
- Project Manager to provide a seamless deployment experience
- Inside Sales Representative to facilitate order management

The City of Alpharetta will benefit from ProLogic ITS' extensive experience in the provisioning and installation of public safety equipment. ProLogic understands that government agencies have rapidly evolving needs for effective and comprehensive technology solutions. We seek to meet those needs through the design, development, and implementation of modern systems in the public sector ranging from local governments to national agencies. We understand the nuances of the purchasing process in this sector as well as the complex security and compliance requirements.

That being said, our proposal and all quotes herein are valid for 120 days as specified in the solicitation. If any changes are made to this proposal, then all pricing should be considered void unless otherwise authorized in writing by the signer of this proposal.

Sincerely,



Paul Sprayberry
Managing Partner
Phone: (866) 923-0513 Ex. 702
Paul.Sprayberry@ProLogicITS.com

106 Northpoint Parkway
Building 2, Suite 350
Acworth, GA 30102

(Office) **866.923.0513**
(Fax) **770.975.1144**

www.prologicits.com

COMPANY COMPARABLE EXPERIENCE, REFERENCES

Comparable Experience

ProLogic ITS has extensive experience working with law enforcement agencies, including service to large metropolitan agencies in the Southeast. In addition to holding state contracts for vehicle upfitting services in Alabama and Tennessee, we also hold agency specific contracts with the Georgia Department of Public Safety and the Florida Department of Highway Safety and Motor Vehicles. ProLogic ITS is also registered in the System for Award Management (SAM), with a unique entity ID of S2HJSTMGMJ75 and holds an active status. This means we have passed the external validations required to do business with the Federal Government of the United States of America and receive Federal Funds. This process has established ProLogic ITS as a reputable supplier of products and/or services. Furthermore, we are a certified Axon National Services provider and have completed over 25,000 installations for Axon this year alone.

We understand the critical needs of law enforcement agencies to keep their resources active and in the field. ProLogic ITS has perfected our deployment services over the years to reduce end-user downtime while maximizing technology investments. We've spent years designing a fluid process to enhance the agency's experience from pre-planning, configuration, logistics, deployment, legacy IT removal to post deployment support. ProLogic ITS provides mobility solutions, installation, and warranty services for several thousand emergency response vehicles. We have a proven track record for on-time installation for cars, SUVs, vans, and assault vehicles for first responders across the United States. We've earned a reputation for providing first-responders with the top-notch technical products they need, always at competitive prices, and always installed by our experienced team of technicians.

As a highly experienced and well established upfitter, ProLogic ITS is partnered with and authorized to re-sell products from many industry-leading upfitting manufacturers, including, but not limited to, the manufacturers listed in your scope of work. Additionally, ProLogic ITS is qualified, experienced, and highly proficient in installing and servicing Utility Inc and Motorola products, as we have dedicated team members who specialize in these installations. ProLogic ITS is a National Service Provider for Axon and has been providing white label services for Axon projects in the United States and Canada for nearly 8 years.

We understand the majority of upfitting will be on SUVs, sedans, and light trucks, and we are fully prepared to provide upfitting for other vehicle types during the term of the contract. We further understand this project will include parts, supplies, and labor for the installation of specified equipment, as well as maintenance for said equipment. Over the past 12 months, ProLogic ITS has Upfitted approximately 1,607 vehicles, and we hold several certifications for our installations to include EVT and specific manufacturer authorized installation credentials. We have included one example of our EVT certification with our team bios. We affirm our willingness to obtain certifications in connection with or cooperate with any inspections regarding Utility Inc In-Car Camera System (Rocket IoT), Utility Inc



ALPR system, and Motorola APX Mobile Radio Systems.

Refusing to cut corners, ProLogic ITS sources and utilizes only top-quality materials when executing an Upfitting project. We prioritize high-quality wire; much of it is GXL rated, and all of it is solid copper with chemical and heat-resistant jacketing, whereas some of our competitors utilize copper clad aluminum (CCA) wiring. The loom we choose is made from a flexible, durable material that outlasts cheaper, brittle alternatives. Our technicians rely on quality electrical tape, using either Tessa tape or Scotch Super 33 tape based on the specific application. Finally, we utilize high-quality Bussman-style fuse panels in our Upfits, ensuring a clean setup that facilitates easy tracing.

In addition to the equipment specified in this solicitation, we also can provide the following fleet upfitting and in-car solutions:

- FirstNet Broadband Network Integration
- Hardware Monitoring
- Antenna Installation
- Computer Mounts & Integration
- Digital In-Car Video/Audio Recording Systems
- Emergency Lighting (Concealed Lights & Light Bars)
- Equipment & Supplies
- Equipment Storage Solutions
- Fire Apparatus
- Full & Half Partitions
- GPS Tracking Systems
- Gun Racks Installation
- In Car Video Systems
- K-9 Cage & Temperature Activated Systems
- License Plate Readers (LPR's)
- Prisoner Rear Seat Systems
- Push Bars/Skid Plates/Brush Guards
- Radio Systems Security Systems

Managed National Installation Solutions:

- Vehicle Analytics and Tracking
- Routers & Modems
- Antennas
- Rugged & Semi-Rugged Mobility
- Laptops & Tablets
- Docks
- Wireless Mobility Push-to-Talk
- Vehicle Graphics

Complimentary Project Management Services

ProLogic ITS has a risk management process in place for handling all problems and providing solutions to these problems. The assigned Project Manager, or Project Coordinator, has the responsibility to solve the problem or escalate it to a higher decision authority. The problem will remain assigned to this individual, as the sole contact for the customer, until the provided solutions meet the customer's needs.



Project Managers are assigned to each project. ProLogic ITS follows a Project Management methodology as defined by the Project Management Institute (PMI) and an Application Development Cycle that is both iterative and incremental in its approach while adhering to the planned requirements. ProLogic ITS has PMP certified Project Managers to provide guidance and expertise for your specific project specifications. While each project is customized to fit our client's needs, the Project Management team is ultimately responsible for planning, identifying risk, managing issues, following change management procedures, measuring, and reporting, quality assurance, and monitoring the budget.

Our customers receive value through ProLogic's Project Manager in the following ways:

Provide Single point of Accountability – a single framework covers all aspects of the project, providing you with a single point of contact for all aspects of project execution as well as a clear understanding of how each activity within the project supports the accomplishment of overall business objectives.

Provide a methodology that is based on proven tools – the Project Management methodology is based on processes, principles and tools that have been proven on numerous engagements throughout the industry.

Provide quality – use performance and quality metrics to ensure we meet or exceed all established service level criteria and relentlessly work to improve service levels, reduce costs, increase personnel productivity, and simplify IT activities.

ProLogic ITS has perfected our deployment services over the years to reduce end-user downtime while maximizing technology investments. We've spent years designing a fluid process to enhance the end-user experience from pre-planning, configuration, logistics, deployment, legacy IT removal to post-deployment support. ProLogic ITS provides mobility solutions, installation, and warranty services for several thousand emergency response vehicles. We have a proven track record for on-time installation for cars, SUVs, vans, and assault vehicles for first responders across the United States.

As mentioned previously, we have dedicated EVT technicians specializing in Vehicle Upfitting, In-Car Installations, Rugged Mobility and Audio-Visual Products. Our installers are background checked, drug tested and will clear a Level 3 CJIS Test when needed.

References

Below are valued, respected agencies that can attest to the integrity of ProLogic ITS LLC, as well as the quality of our products and services.

Georgia Department of Community Supervision

Chase Thomas

Senior Manager, Business Operations

Phone: 770-519-7371

Email: chase.thomas@dcsc.ga.gov

Project Details: Approximately 500 Cradlepoint routers deployed (still deploying out of 700 total project scope)

Gwinnett County Government

Lee Bankston

Manager, Information Technology Services

75 Langley Drive, Lawrenceville, GA 30046

Office 770.822.7421

Cell 404.345.9726

Project Details: Approximately 2500+ Toughbooks Deployed (CF33s Tablet plus keyboards, and G1 Tablets)

Cobb County Police Department:

Daniel Mangold (Sergeant)

140 North Marietta Parkway

Marietta, GA 30060

Cell: 770-449-4181

Email: daniel.mangold@cobbcounty.org

Estimated 120+/- Patrol Cars (Contract extended)

Start date: November 2016-Present

Project Details: Installation of Whelen Light Bar, Whelen Siren, Havis Mount, In-Car Cameras, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Sliding Trunk Tray, Rear Deck Lights, Rear License Plate Lights, Front Push Bar, Center Console, Utility Rocket or Modem and a Motorola Radio.

Fulton County Sheriff's Office

185 Central Ave SW, Atlanta, GA 30303

Sgt. Tawona Lowery

404-567-2226

Tawona.Lowery@fultoncountyga.gov

Project Details: Installation of Light Bar, Siren, Docks, Cradlepoint routers, Decked drawer systems, Tonneau Covers, Prisoner Cage, Prisoner Side Window Bars, Weapons Mount, Rear Deck Lights, Rear License Plate Lights, Push Bumpers, Center Consoles, docks, Panasonic Toughbooks, radars, mobile printers, spotlights, hardware for installations.

Date of Services: 2022-Current

STATEMENTS OF QUALIFICATIONS PROJECT TEAM/KEY PERSONNEL

ProLogic ITS, LLC has two convenient locations with a staff of thirteen (13) installers, 10 are EVT certified technicians with a combined fifty (50) plus years of experience. In addition, eight of our staff are CJIS Certified. All upfitting staff are led and supervised by our Director of Fleet Operations, Todd Hepler. Todd will be the lead project manager for this project.

In addition to our operations team, you will have two dedicated sales professionals who will be working with you over the course of this contract. Each team member brings a wealth of experience and expertise to ensure this project's ongoing success.

Sales Team

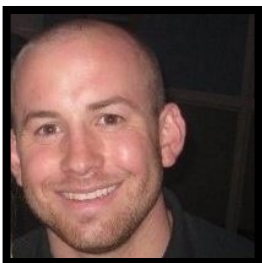


Melissa Sanchez, Government Sales Manager

M: (678) 794-3924

E: Melissa.Sanchez@ProLogicITS.com

Melissa is a passionate leader in Government Technology with 22+ years of experience; a cross set of skills resulting in successful customer growth leveraged by her extensive government sales background. Melissa serves as our Sales Manager specializing in Government Solutions for ProLogic ITS and is primarily responsible for the Government market strategy and managing a team of exceptional sales executives. During the last 22+ years she has worked with government agencies across the country, of varying sizes agencies including several among the 100 largest systems, on solution purchasing decisions as well as professional development modules. Melissa is technically skilled and leads her team by modeling best practices in solution selling. She is dedicated and passionate about providing solutions that not only help her customers but the community at large. It's her way of giving back; to provide solutions that help the law enforcement arrive home safely. She believes her role, even in a small way, makes the communities they serve safer at the end of the day.



David Scheiwe, Strategic Sales Manager

M: (770) 543-8082

E: David.Scheiwe@ProLogicITS.com

David is a Strategic Sales Manager with 15+ years in the technology industry. During those years, he had extensive experience in retail technology (Point of Sale), networking, end user technology, mobile communications, deployment, project management, cloud services/software as a service, fleet management, and video surveillance. As the Strategic Sales Manager at ProLogic ITS, David works with some of our largest and most valuable customers to provide cost effective solutions that are tailored to their needs.

Operations Team

Todd Hepler, Director - Fleet Installations

Todd Hepler has been with ProLogic ITS for nearly 8 years, joining our team in 2017. He is an accomplished Director of Fleet Installation with extensive experience in the 12V installation sector, particularly for Law Enforcement and mobile upfit businesses. Currently overseeing operations at ProLogic ITS in Acworth, GA, he is responsible for managing all installation activities, recruiting, training, and overseeing a national contractor network. Todd excels in defining and implementing standard operating procedures and developing pricing strategies for both law enforcement and mobile sectors, while nurturing strategic relationships with local and national clients.

Previously, as a Senior Project Manager at Mobile Installation Technologies, he successfully launched a local Law Enforcement upfit business, achieving \$250k in revenue in its first year. He played a pivotal role in designing and executing a national business model for mobile 12V installations, managing deployments for Fortune 500 companies, and establishing pricing structures.

Mike Merrick, Regional Manager - Fleet Installations

Mike has 15 years' experience in the law enforcement installation business and has been with ProLogic for four years. His first 11 years were spent with TransComm Services, where he was responsible for multiple areas of the upfitting process. His managerial responsibilities included inside sales, preparing customer quotes, ordering, and procuring all products, receiving and managing inventory, preparing invoices for processing and ensuring customer satisfaction.

Mike currently holds the position of Regional Manager of Fleet Installations with ProLogic ITS where is responsible for the installation operations of Prologic's five Fleet Installation facilities. His goal is to keep the efficiency of the shops at an optimum level. He strives to meet the customer's needs by balancing products, workload, and staffing across all ProLogic upfitting locations. Mike's extensive industry knowledge and resourcefulness keeps the ProLogic ITS operations nimble and efficient.

Jesse Hepler, Fleet Installation Manager – Fleet Installations

Jesse has 12 years' experience in the law enforcement installation business installing a large variety of products, including Arbitrators, Utility rockets/riots, Cradlepoint, and Axon systems. He has been fleet installation manager for Prologic ITS for almost 8 years and has overseen approximately 2,000 installations.

He is Panasonic Arbitrator certified, ASE A6 electrical certified and EVT certified and has installed Arbitrators, Utility Rockets/Riots, Cradlepoint Routers, and Axon systems for law enforcement agencies all over the country.

John Schrader, Program Manager – Fleet Installations

Our Program Manager has over twenty years of experience in the Mobile Fleet Installation Industry. Over the course of his experience, he has worked as a Contracted Technician, Project Manager and Program Manager. He is skilled in best practices for installation, troubleshooting, project design, costing, and implementation and has completed projects for Fortune 500 companies, Power Utilities, Public Safety and Municipalities with fleets ranging from 10- 10,000 vehicles nationwide. He is certified for GPS, LPR, and mobile camera systems.

Solution Architects

Advance oversight and expertise is key for a smooth deployment. Our Director of Fleet Sales and Solution Architects ensure that the entire system, including equipment, technology, and processes, is designed and integrated to meet the specific needs of the fleet and its operations. They are responsible for creating a comprehensive, scalable solution that aligns with your project's goals and ensures optimal performance.

John Cauble – Director, Fleet Sales Manager

M: (770) 231-9955

E: John.Cauble@ProLogicITS.com

John Cauble has been an integral part of the ProLogic ITS team since 2021, bringing with him over 20 years of expertise in sales and technology within the law enforcement, public sector, and commercial fleet industries. Prior to joining ProLogic, John was the owner and CEO of Trans Comm Services, a company that was acquired by ProLogic in 2021.

As the leader of ProLogic's Fleet Sales Team, John plays a pivotal role in driving sales strategy and supporting customer engagement. His team is responsible for creating the Bill of Materials for all in-house government upfitting projects, while also collaborating closely with outside sales teams during customer demos and at industry tradeshow. Additionally, John's team works directly with various technology manufacturers to help companies enhance fleet safety, efficiency, and overall performance.

With his wealth of experience and a deep understanding of fleet management technologies, John is dedicated to delivering innovative solutions that meet the evolving needs of ProLogic's clients.

Connor Coffey – Presales Solution Architect, Fleet

M: (678) 977-1726

E: Connor.Coffey@ProLogicITS.com

Connor Coffey is a Presales Solution Architect specializing in Fleet Sales at ProLogic ITS, where he has been contributing his expertise for over two years. In his role, Connor focuses on designing and assembling a comprehensive build of materials tailored to the specific needs of each customer, ensuring that ProLogic's clients receive precisely the equipment and solutions they require.

With keen attention to detail, Connor ensures that all necessary parts and equipment are ordered and prepared for seamless installations in ProLogic's shops. He also collaborates closely with manufacturing partners, staying up to date on the latest product developments to offer the most current and effective solutions to customers. His work is integral to delivering high-quality service and ensuring a smooth and efficient process from start to finish.

Emergency Vehicle Technician

Certification Commission, Inc.



Dustin Moseley

is certified in the areas listed below:

Law Enforcement Vehicle Installation Technician

Expires:

09/12/2029

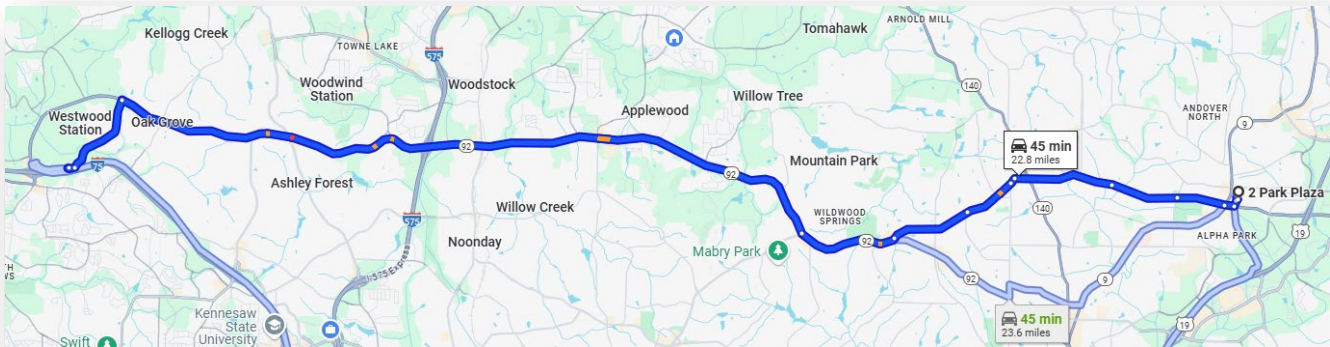
Kevin Roberts, President

METHOD OF PROVIDING SERVICES, TECHNICAL PROPOSAL, PROJECT APPROACH

With an in-house staff of over 240 employees, ProLogic ITS' experienced hands-on team can assist in technical planning and create a strategy to accomplish your emergency vehicle upfitting goals. We design, build, and maintain solutions based on industry-standard technology platforms and related value-added services for a national customer base.

Convenient and Local Installation Facility

ProLogic ITS is headquartered north of Atlanta in a secure 87,000 square foot facility in Acworth, GA just off Interstate 75 and near Interstate 575. This facility is located 30 miles from downtown Atlanta, GA. An additional 12,000 square foot warehouse is in Forest Park, GA, just 10 miles from downtown Atlanta. Within these two facilities, we can warehouse, inventory and stage for delivery, all the equipment requested in this solicitation.



We anticipate all services to be rendered at our Acworth location, as it is a mere 23 miles from the City. We hope the City will see our location as advantageous and convenient for its officers and other stakeholders who are participating in vehicle deliveries.

We are prepared and committed to support the City's needs for the upfitting of your Public Safety vehicles with the emergency equipment and services specified in solicitation 25-109, to include a majority of SUV's and light trucks. We also understand that select equipment substitutions are permitted, except for those specifically listed (3d.), and that the City must provide prior written consent and approval for other equipment substitutions. We will appoint a team of experienced and qualified technicians who will be available to oversee and perform repair and maintenance of emergency equipment at departmental headquarters for two days per quarter or more, scheduled as agreeable to both parties.

Normal operating hours for our offices and warehouses are Monday thru Friday, 7:30am – 5:00pm (ET).



Federal Signal Solution and Key Features

With Federal Signal's Tricolor lightbar, you can fully configure and customize your light patterns and colors with the Convergence Smart Siren Software on the fly. You don't have to purchase a new lightbar should your department's needs or color patterns change; you can simply update the program.

Choose the LED Light Bar That's Right for You

The helpful chart below details the various features available from Federal Signal. Compare features to help you determine which LED light bar is right for you.

	Vision® SLR	Valor®	Integrity®	Allegiant® Serial	Reliant™	21" Allegiant®
Solaris® LED Reflector Technology	•	•	•	•	•	•
SpectraLux® Multicolor LED	•	•	•	•	•	•
ROC (Reliable Onboard Circuitry™)		•	•	•	•	•
FS Convergence Network	•	•	•	•	•	•
FSJoin™		•	•	•		•
SLR (Solaris® LED Rotator)	•					
HotFoot®*		•				
Available lengths (inches)	46, 53, 60	44, 51	44, 51	45, 53, 61, 70	48	21
Non-Linear / V-Shape	•	•				
Low-profile		•	•	•	•	•
2-Color Capability	•	•	•	•	•	•

3-Color Capability	•	•	•			
LED Colors	Amber, Blue, Green, Red, White	Amber, Blue, Green, Red, White	Amber, Blue, Green, Red, White	Amber, Blue, Green, Red, White	Amber, Blue, Red, White	Amber, Blue, Green, Red, White
Dome Colors	Amber, Blue, Clear, Green, Red	Clear	Clear	Amber, Black, Blue, Clear, Gray, Red	Blue, Clear, Red	Amber, Clear, Gray, Red
LED Takedown and Alleys	•	•	•	•	•	•
LED SignalMaster™	•	•	•	•	•	
Flood Lighting	•	•	•	•	•	•
Dimming	•	•	•	•	•	•
Online Configurator	•	•	•	•		•
Warranty (years)	5	5	5	5	5	5
* HotFoot is available for use only with standard hook mounts						

Police Sirens Comparison

	Pathfinder® PF200	Pathfinder® PF400	Pathway™	PA300	PA300- 100	MS4000 Series
Total Output Wattage	200 W	400 W	100 W	200 W	100 W	200 W
FS Convergence Network	•	•	•		•	
FSJoin™	•	•	•			
Air Horn	•	•	•	•	•	•
PA (Public Address)	•	•	•	•	•	
Siren Tones	•	•	•	•	•	•
Remote Control Head	•*	•*	•*			
Slide Switch	•*	•*	•*			
Lighting Control	•	•	•		•†	
SignalMaster™ Control	•	•	•			
Microphone	•	•	•	•	•	
Built-in Timer Feature	•	•	•		•	
Programmable Inputs & Outputs	•	•	•		•**	
Load Management	•	•	•			

FS Vehicle Integration/OBD Integration	•	•				
Integrated Dual-Tone	•	•				
Integrated Rumbler® Traffic-Clearing Capability	•	•				
Rotary Switch	•*	•*	•*	•		
Warranty (years)	5	5	5	3	5	3
* Select Models ** Inputs only † Through Convergence Network ports only						

Schedule and Timeline

Scheduling is an important component for our business. We ensure the right number of technicians with the right skills are present and active for each installation project. This results in smoother business operations and better business performance, which is key to meeting the crucial timelines for our customers.

Your ProLogic ITS Project Manager will work with your designated point of contact(s) to schedule an installation window that is conducive to your preferences. While our projects vary in scope and timelines, we would like to provide you with a general understanding of what you might expect from our estimated project timeline. When your project is authorized, our operations team will assign a Project Manager who will contact your designee to begin project initiation including:

- Reviewing high-level Statement of Work to understand the goals and objectives, project scope and business need
- Identifying Key Stakeholders
- Identifying requirements, risks, milestones, constraints, and project start date
- Conducting the project kick-off call to review expectations, roles, and project scope

Sample Project Timeline

T-30 days

- Provider Engagement Notification
- PO Confirmation
- Partner & Provider Transition Call
- Internal Scope Verification

T-20 days

- Client Kickoff Call
- Client Scope Verification
- Pick, Pack, and Stage Product

T-15 days

- Client Work Instructions for technicians received and reviewed for out-of-scope issues and completeness
- Client Schedule reviewed, or Scheduling set up by Provider using information provided by Client (Site Address, Site Contact, Building, Room, End User, Installation Type, De-Install details if applicable)
- Service delivery address(s) confirmed

T-10 days

- Initial Signoff Templates sent to Client for approval
- Initiate Deployment

Each project will commence and become authorized when a formal purchase order is received. Once reviewed, we will place an order for your equipment.

Vehicle equipment typically takes 4-8 weeks to arrive, depending on the manufacturer. Based on the specifications you've provided, we anticipate a four-week lead time from purchase order (PO) to delivery. Once all the equipment is received, we will schedule your vehicles. As of November 5th, our current schedule is booked for the next six weeks, though this may change based on equipment and vehicle delivery timelines.

The estimated build time for the first vehicle is 5-7 days, depending on the model. After the initial vehicle is built, we require customer approval before proceeding with additional vehicles. Following approval, our team can complete approximately three vehicles of this type per week. We are staffed with 35 full-time technicians and can improve thruput by adding teams to your specific build timeline.

As a proud advocate for the exceptional value and performance for Federal Signal emergency lighting products, ProLogic ITS is substituting Federal Signal products for the Soundoff products specified in this solicitation. Federal Signal is considered a superior choice for emergency lighting in public safety vehicles due to its reputation for durability, performance, and innovation. Their lights are engineered to withstand harsh conditions and provide maximum visibility, ensuring safety in critical situations. Federal Signal's technology, such as their advanced LED lighting systems, offers high-intensity illumination while being energy-efficient. Additionally, their products are backed by extensive testing and a long history of reliability, making them a trusted brand for public safety professionals.

Administrative Details

The ordering process begins with a formal quote detailing the product SKUs, description, and cost. All ProLogic ITS quotes utilizing a contract vehicle identify the contract name and number within the quote.

We are a strong believer in the clarity and effectiveness of written communication. For this reason, we only accept purchase orders in writing. To be proactive, our inside sales team or account manager will contact you directly for clarification when needed.

When purchase orders are received, they are typically processed within 24 hours. Once processed, our procurement team places orders with manufacturers or distributors as applicable for the build of materials (BOM) and tracks delivery to the intended location (our warehouse or customer location) per project requirements. In the event of a backorder, our account manager will contact the designated purchasing contact identified in the purchase order to relay the conditions of the backorder and the updated arrival time.

In general, our billing cycle is NET 30. We will invoice for equipment once all equipment is received and invoice for services once all services are rendered, the equipment is tested, and the project receives customer approval and sign off.

Exceptions to Note Regarding Pricing

Buy One Get One Free With Lightbar

ES100C 100W Speaker - 1 is free with a lightbar purchase and the 2nd speaker is \$206.04. Price sheet is adjusted to reflect this exception as a per speaker cost. The quote reflects the cost as a full price second speaker purchase.

DFC-SB-ES100C Speaker Bracket – 1 free with purchase of a light bar. The cost of the second bracket is \$16.77. Price sheet is adjusted to reflect this exception as a per speaker cost. The quote reflects the cost as a full price second bracket purchase.



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

UPFIT RFP 25-109

Quote # 010451
Version 1

Quote Prepared for:

City of Alpharetta-GA

Debora Westbrook
purchasing@alpharetta.ga.us

Prepared by:

ProLogic ITS LLC

David Scheiwe
678-593-6376
David.Scheiwe@prologicits.com

WWW.PROLOGICITS.COM

Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
DFC-PB-TAH21	Center push bumper for Tahoe	\$519.28	1	\$519.28
DFC-LG-TAH21	Lower guards for Tahoe	\$483.35	1	\$483.35
DFC-TC4L-2	4-light top channel	\$26.83	1	\$26.83
DFC-WC-TAH21	Wire covers	\$31.62	1	\$31.62
RBKIT1-COMPACT	Rumbler Compact kit	\$207.09	1	\$207.09
RBS-TAH21ND	Rumbler Compact mount for Tahoe	\$31.09	1	\$31.09
ES100C	100W speaker	\$206.04	1	\$206.04
ES100C	100W speaker	\$0.00	1	\$0.00
DFC-SB-ES100C	DFC speaker bracket	\$16.77	1	\$16.77
DFC-SB-ES100C	DFC speaker bracket	\$0.00	1	\$0.00
HINVII-2-6	HINVII-2-6 UV Lighthouse	\$175.53	1	\$175.53
mpsm6-lb	KIT,L-BRKT,SINGLE HD,MS6	\$10.01	1	\$10.01
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSW9-RBW	MicroPulse Wide 9, red/blue/white	\$117.37	2	\$234.74
MPSMW9-TAH21MIR	Pair of mirror brackets for Tahoe	\$33.72	2	\$67.44
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSM6U-FPIU20SMW	Pair of 20-degree wedges	\$9.49	4	\$37.96
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
425-6162	425-6162 Ford PIU Contour Console (This is correct)	\$189.28	1	\$189.28
425-6568	425-6568 Tahoe Floor Plate	\$150.37	1	\$150.37
425-6666	PF200R faceplate	\$26.93	1	\$26.93
425-6295	425-6295 Faceplate (Motorola O5)	\$0.00	1	\$0.00

Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
425-6729	Dual cupholder	\$37.85	1	\$37.85
425-6053	425-6053 3" Blank Plate Filler	\$0.00	1	\$0.00
425-0017	425-0017 Hinged Brother Printer Armrest	\$271.44	1	\$271.44
425-3692	425-3692 Microphone Bracket	\$10.92	2	\$21.84
425-3816	425-3816 Magnetic Mic	\$32.58	2	\$65.16
425-0020-5182	425-0020-5182 Laptop Stand with GK Adapter Plate	\$254.79	1	\$254.79
7160-0250	Notepad V Computer Cable with Regular Brackets	\$260.67	1	\$260.67
7300-0621	100W USB C Power Supply	\$161.11	1	\$161.11
PJ-822	PJ-822 Thermal Printer	\$319.64	1	\$319.64
LB3692	Direct Wire 12VDC Power Cord (LB3692)	\$21.09	1	\$21.09
LBX110001	Brother USB Type A to Type C 10ft (LBX110001)	\$19.34	1	\$19.34
14.0553	Triple Outlet Box with 4 USB	\$47.85	1	\$47.85
T0612013	Driver Seat Cover - Black	\$235.87	1	\$235.87
475-0849	Dual gun rack	\$477.74	1	\$477.74
475-1675	Center partition for '21+ Tahoe w/ safety wire window	\$720.39	1	\$720.39
475-1743	Bio-Seat replacement rear seat w/ cargo barrier and center pull seat belts	\$1,324.89	1	\$1,324.89
475-1718	Window bars for Tahoe	\$227.49	1	\$227.49
SBT101-2	SeatBelt Lock	\$74.47	2	\$148.94
SBLK	SeatBelt Lock Spare Keys	\$3.19	2	\$6.38
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	2	\$179.64
MPSM6U-BP2	Pair of B-pillar brackets for Tahoe	\$31.62	2	\$63.24
ALGT53J-1731337369/HKB-TAH21-HP	51" Integrity, red/blue/white front, red/blue/amber rear-Hook mount for light bar for '21+ Tahoe	\$1,340.12	1	\$1,340.12

Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
ALGT53J-1731337369	51" Integrity, red/blue/white front, red/blue/amber rear		1	
HKB-TAH21-HP	KIT,HOOK,PURSUIT,CHEVY TAHOE,		1	
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSM6-DL	MPS6 double L-bracket	\$13.70	2	\$27.40
LOFT-21TAH-EC	"Loft Style Equipment Tray for Radio, Camera, Smart	\$852.55	1	\$852.55
PF200R/PFSPLTR-4	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter with4 CONN,8P8C RJ45 ADAPT, 1F TO 4	\$1,011.93	1	\$1,011.93
PF200R	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter		1	
PFSPLTR-4	CONN,8P8C RJ45 ADAPT, 1F TO 4		1	
PFSYNC-1	Sync module	\$187.07	1	\$187.07
OBD-CABLE20-5	OBD cable for '21+ Tahoe	\$101.80	1	\$101.80
EXPMOD24	24-channel expansion module	\$189.22	3	\$567.66
APX4500	Separate Labor - Install Motorola APX4500 Radio	\$124.50	1	\$124.50
HKN4192B	Radio Power Cable (HKN4192B)	\$33.48	1	\$33.48
HKN6169B	Radio Data Cable (HKN6169B)	\$88.66	1	\$88.66
HKN6188B	Radio Head Unit Cable (HKN6188B)	\$48.02	1	\$48.02
HAF4013A	Radio Coax with Stubby Antenna (HAF4013A)	\$56.25	1	\$56.25
HLN6861D	Radio Trunion Kit (HLN6861D)	\$52.60	1	\$52.60
FLEETSERVICES	"Separate Labor - Utility Inc RocketIoT In Car Video System	\$777.34	1	\$777.34
FLEETSERVICES	"Separate Labor - Utility Inc RocketIoT ALPR System with 2	\$1,056.81	1	\$1,056.81
T-CHTAHM1-21N-TR-PP/P-401	Custom Truckvault Magnum Height Storage Box/Divider Package	\$2,093.48	1	\$2,093.48
MPS62U-BA	MicroPulse Ultra 6, blue/amber	\$82.63	4	\$330.52
MPS62U-RW	MicroPulse Ultra 6, red/white	\$82.63	2	\$165.26

Patrol

Manufacturer Part Number	Description	Price	Qty	Ext. Price
MPS62U-RB	MicroPulse Ultra 6, red/blue	\$82.63	2	\$165.26
COM3SRWC	Commander 3" compartment light red/white	\$50.06	1	\$50.06
COM3SRWC	Commander 3" compartment light red/white	\$50.06	1	\$50.06
SE-R2-2E-F-6-5	3 position toggle switch	\$1.11	1	\$1.11
RMK/MNCT-SD	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic/ with MICROPHONE,MNCT,SERIES D	\$106.97	1	\$106.97
RMK	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic		1	
MNCT-SD	MICROPHONE,MNCT,SERIES D		1	
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$3,012.50	1	\$3,012.50
Shop Supplies	Installation Consumables Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	\$178.00	1	\$178.00
Shipping	Shipping	\$1,095.00	1	\$1,095.00

Subtotal: \$22,391.34

K9

Manufacturer Part Number	Description	Price	Qty	Ext. Price
DFC-PB-TAH21	Center push bumper for Tahoe	\$519.28	1	\$519.28
DFC-LG-TAH21	Lower guards for Tahoe	\$483.35	1	\$483.35
DFC-TC4L-2	4-light top channel	\$26.83	1	\$26.83
DFC-WC-TAH21	Wire covers	\$31.62	1	\$31.62
RBKIT1-COMPACT	Rumbler Compact kit	\$207.09	1	\$207.09

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Manufacturer Part Number	Description	Price	Qty	Ext. Price
RBS-TAH21ND	Rumbler Compact mount kit for Tahoe	\$31.09	1	\$31.09
ES100C	100W speaker	\$206.04	1	\$206.04
ES100C	100W speaker	\$0.00	1	\$0.00
DFC-SB-ES100C	DFC speaker bracket	\$16.77	1	\$16.77
DFC-SB-ES100C	DFC speaker bracket	\$0.00	1	\$0.00
HINVII-2-6	HINVII-2-6 UV Lighthouse	\$175.53	1	\$175.53
mpsm6-lb	KIT,L-BRKT,SINGLE HD,MS6	\$10.01	1	\$10.01
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSW9-RBW	MicroPulse Wide 9, red/blue/white	\$117.37	2	\$234.74
MPSMW9-TAH21MIR	Pair of side mirror brackets for Tahoe	\$33.72	2	\$67.44
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSM6U-FPIU20SMW	Pair of 20-degree wedges	\$9.49	4	\$37.96
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
425-6162	425-6162 Ford PIU Contour Console (This is correct)	\$189.28	1	\$189.28
425-6568	425-6568 Tahoe Floor Plate	\$150.37	1	\$150.37
425-6666	PF200R faceplate	\$26.93	1	\$26.93
425-6295	425-6295 Faceplate (Motorola O5)	\$0.00	1	\$0.00
425-6729	Dual Cup Holder	\$37.85	1	\$37.85
425-6053	425-6053 3" Blank Plate Filler	\$0.00	1	\$0.00
425-0017	425-0017 Hinged Brother Printer Armrest	\$271.44	1	\$271.44
425-3692	425-3692 Microphone Bracket	\$10.92	2	\$21.84
425-3816	425-3816 Magnetic Mic	\$32.58	2	\$65.16
425-0020-5182	425-0020-5182 Laptop Stand with GK Adapter Plate	\$254.79	1	\$254.79

K9

Manufacturer Part Number	Description	Price	Qty	Ext. Price
7160-0250	Notepad V Computer Cable with Regular Brackets	\$260.67	1	\$260.67
7300-0621	100W USB C Power Supply	\$161.11	1	\$161.11
PJ-822	PJ-822 Thermal Printer	\$319.64	1	\$319.64
LB3692	Direct Wire 12VDC Power Cord (LB3692)	\$21.09	1	\$21.09
LBX110001	Brother USB Type A to Type C 10ft (LBX110001)	\$19.34	1	\$19.34
14.0553	Triple Outlet Box with 4 USB	\$47.85	1	\$47.85
T0612013	Driver Seat Cover - Black	\$235.87	1	\$235.87
SC-934-5-A-K9	"MODEL SC-934-5-A-K9 RAPID-ADJUST UNIVERSAL	\$238.03	1	\$238.03
K9-C26	K9-C26 Insert for Tahoe - White	\$3,202.74	1	\$3,202.74
K9-A-103	Water Bowl Option K9-A-103	\$54.15	1	\$54.15
HP-5020	ACE K9 Hot n Pop Pro Temp Alarm and Door System	\$1,466.41	1	\$1,466.41
AWD-7040	ACE K9 Watchdog Pro with Pro Alarm	\$879.46	1	\$879.46
HA-FKT10-P	ACE K9 10" Fan Kit HA-FKT10-P	\$233.80	2	\$467.60
HA-FWG	ACE K9 Fan Guard HA-FWG	\$83.15	2	\$166.30
H-NKLBK-P	ACE K9 No K-9 LEFT BEHIND H-NKLB-K	\$67.50	1	\$67.50
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	2	\$179.64
MPSM6U-BP2	Pair of B-pillar brackets for Tahoe	\$31.62	2	\$63.24
ALGT53J-1731337369/HKB-TAH21-HP	51" Integrity, red,blue,white front, red,blue,amber rear/Hook mount for light bar for '21+ Tahoe	\$1,340.12	1	\$1,340.12
ALGT53J-1731337369	51" Integrity, red,blue,white front, red,blue,amber rear		1	
HKB-TAH21-HP	KIT,HOOK,PURSUIT,CHEVY TAHOE,		1	
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSM6-DL	MPS6 double L-bracket	\$13.70	2	\$27.40
LOFT-21TAH-EC	"Loft Style Equipment Tray for Radio, Camera, Smart	\$852.55	1	\$852.55

K9

Manufacturer Part Number	Description	Price	Qty	Ext. Price
PF200R/PFSPLTR-4	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter with CONN,8P8C RJ45 ADAPT, 1F TO 4	\$1,011.93	1	\$1,011.93
PF200R	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter		1	
PFSPLTR-4	CONN,8P8C RJ45 ADAPT, 1F TO 4		1	
PFSYNC-1	Sync module	\$187.07	1	\$187.07
OBD CABLE20-5	OBD cable for Tahoe	\$101.80	1	\$101.80
EXPMOD24	24-channel expansion module	\$189.22	3	\$567.66
APX4500	Separate Labor - Install Motorola APX4500 Radio	\$124.50	1	\$124.50
HKN4192B	Radio Power Cable (HKN4192B)	\$33.48	1	\$33.48
HKN6169B	Radio Data Cable (HKN6169B)	\$88.66	1	\$88.66
HKN6188B	Radio Head Unit Cable (HKN6188B)	\$48.02	1	\$48.02
HAF4013A	Radio Coax with Stubby Antenna (HAF4013A)	\$56.25	1	\$56.25
HLN6861D	Radio Trunion Kit (HLN6861D)	\$52.60	1	\$52.60
FLEETSERVICES	"Separate Labor - Utility Inc RocketIoT In Car Video System	\$777.34	1	\$777.34
FLEETSERVICES	"Separate Labor - Utility Inc RocketIoT ALPR System with 2	\$1,056.81	1	\$1,056.81
T-CHTAHM1-21N-TR-K9/P-401	Custom Truckvault Magnum Height Storage Box/Divider package	\$2,093.48	1	\$2,093.48
MPS62U-BA	MicroPulse Ultra 6, blue/amber	\$82.63	4	\$330.52
MPS62U-BA	MicroPulse Ultra 6, blue/amber	\$82.63	2	\$165.26
MPS62U-RB	MicroPulse Ultra 6, red/blue	\$82.63	2	\$165.26
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
SE-R2-2E-F-6-5	3-position toggle switch	\$1.11	1	\$1.11
RMK/MNCT-SD	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic with MICROPHONE,MNCT,SERIES D	\$106.97	1	\$106.97

K9

Manufacturer Part Number	Description	Price	Qty	Ext. Price
RMK	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic		1	
MNCT-SD	MICROPHONE,MNCT,SERIES D		1	
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$4,999.29	1	\$4,999.29
Shop Supplies	Installation Consumables Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	\$373.00	1	\$373.00
Shipping	Shipping	\$525.00	1	\$525.00

Subtotal: **\$27,589.43**

Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	6	\$538.92
MPSM6-LB	MPS6 L-bracket	\$10.01	1	\$10.01
ES100C	100W speaker	\$0.00	1	\$0.00
ESBL2-TAH21	Speaker bracket for '21+ Tahoe	\$0.00	1	\$0.00
MPSW9-RBW	MicroPulse Wide 9, red/blue/white	\$117.37	2	\$234.74
MPSMW9-TAH21MIR	Pair of side mirror brackets for '21+ Tahoe	\$33.72	2	\$67.44
COM2SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
CC-21TH-OH-7	2021+ Chevy Tahoe 7" Overhead Console	\$386.96	1	\$386.96
FP-FED-PATH-R	PF200R faceplate	\$890.22	1	\$890.22
FP-BLNK3	Faceplate 3" Blank	\$27.17	1	\$27.17

Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
425-3816	425-3816 Magnetic Mic	\$32.58	1	\$32.58
425-0019	425-0019 Laptop Stand - Base Only	\$119.20	1	\$119.20
RMK/MNCT-SD	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic with MICROPHONE,MNCT,SERIES D	\$106.97	1	\$106.97
RMK	Remote extension kit for 1/4 inch jack mic/ 1/4 inch jack mic		1	
MNCT-SD	MICROPHONE,MNCT,SERIES D		1	
T0612013	Driver Seat Cover - Black	\$235.87	1	\$235.87
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	2	\$179.64
MPSM6U-BP2	Pair of B-pillar brackets for Tahoe	\$31.62	2	\$63.24
SIFMJS-TAH21-P3	Front ILS for '21+ Tahoe, red/blue/white	\$748.50	1	\$748.50
MPS63U-RBW	MicroPulse Ultra 6, red/blue/white	\$89.82	4	\$359.28
MPSM6-DL	MPS6 L-bracket	\$13.70	2	\$27.40
LOFT-21TAH-EC	"Loft Style Equipment Tray for Radio, Camera, Smart	\$852.55	1	\$852.55
PF200R/PFSPLTR-4	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter with CONN,8P8C RJ45 ADAPT, 1F TO 4	\$1,011.93	1	\$1,011.93
PF200R	Pathfinder siren/light controller, 200W, remote mount controller/4-way CAT5 splitter		1	
PFSPLTR-4	CONN,8P8C RJ45 ADAPT, 1F TO 4		1	
PFSYNC-1	Sync module	\$187.07	1	\$187.07
OBD-CABLE20-GMCAN	OBD cable for '21+ Tahoe	\$101.80	1	\$101.80
EXPMOD24	24-channel expansion module	\$189.22	2	\$378.44
T-CHTAHM1-21N-TR-PP/P-401	Custom Truckvault Magnum Height Storage Box/Divider Package	\$2,093.48	1	\$2,093.48
SIFMJH-TAH21-P3	Rear ILS for '21+ Tahoe, red/blue/amber	\$748.50	1	\$748.50
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06

Admin

Manufacturer Part Number	Description	Price	Qty	Ext. Price
COM3SRWC	Commander 3" compartment light, red/white	\$50.06	1	\$50.06
SE-R2-2E-F-6-5	3 position toggle switch	\$1.11	1	\$1.11
FLEETSERVICES	Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees. Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.	\$2,527.91	1	\$2,527.91
Shop Supplies	Installation Consumables Includes Wiring, Zip Ties, Butts, Spacers, Fuses, and other Installation Materials not provided by the Manufacturer.	\$151.00	1	\$151.00
Shipping	Shipping	\$390.00	1	\$390.00

Subtotal: **\$12,622.11**

UPFIT RFP 25-109

Prepared for:	Bill To:	Ship To:	Quote Information:
City of Alpharetta-GA	City of Alpharetta-GA	City of Alpharetta-GA	Quote #: 010451
2 Park Plaza	Debora Westbrook	Debora Westbrook	Version: 1
Alpharetta, Georgia 30009	2 Park Plaza	2 Park Plaza	Delivery Date: 11/12/2024
Debora Westbrook	Alpharetta, Georgia 30009	Alpharetta, Georgia 30009	Expiration Date: 11/20/2024
(678) 297-6052			
purchasing@alpharetta.ga.us			

Quote Summary

Description	Amount	
Patrol	\$22,391.34	
K9	\$27,589.43	
Admin	\$12,622.11	
Total:		\$62,602.88

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). A PO is required for orders exceeding \$10,000. Credit card payments over \$5,000 are subject to a 2.9% fee. Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

City of Alpharetta-GA

Signature: _____

Name: _____

Title: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) PROLOGIC ITS, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 106 Northpoint Parkway, Building 2, Suite 350	Requester's name and address (optional)
6 City, state, and ZIP code Acworth, GA 30102		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
4	6		-	4	1	0	1	4 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Mandy S. Rusch*

Date **November 5, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tanner, Ballew and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (404) 252-8860	FAX (A/C, No): (404) 252-8834
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Atlantic Specialty Insurance Co.	
	INSURER B : OneBeacon Insurance Company	
INSURED ProLogicITS, LLC 106 Northpoint Parkway Building 2, Suite 350 Acworth, GA 30102	NAIC #	
	27154	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7110160980002	2/6/2024	2/6/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EACH CLAIM \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7110160980002	2/6/2024	2/6/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			7110160980002	2/6/2024	2/6/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	406-04-49-66	2/6/2024	2/6/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			760-01-03-07	2/6/2024	2/6/2025	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2024
Cherokee County Occupation Tax Certificate

This certifies that the business or individual listed below is hereby authorized to
conduct business within the Unincorporated Areas of Cherokee County.

LC20130000921

ProLogic ITS, LLC

106 Northpoint Pkwy, Acworth, GA 30102

This certificate is to be displayed conspicuously at the location of business, and is not transferable or assignable.

OTC20240000469

Issuance Number

541519

NAICS Code

Commercial

TYPE



January 03, 2024

Date Issued

Occupation tax is payable annually
starting January 1

Date Due

A handwritten signature in black ink, reading "Shannon Griffith". The signature is written in a cursive, flowing style.

License Officer

FireRMS:

OccNum:

Certificate of Registration

ProLogic ITS

106 Northpoint Parkway, Building 2, Suite 350, Acworth, GA 30102, USA

have been assessed and approved to:

ISO 9001:2015

Quality Management System

The approved management system applies to the following scope:

A provider of end-to-end information technology solutions.

Original Approval:	21 st October 2016
Current Certificate:	21 st October 2024
Certificate Expiry:	21 st October 2025
Certificate Number:	US3445

Signed: Certification Officer

A handwritten signature in black ink, appearing to read 'M. Byars', written over a horizontal line.

This certificate remains valid while the holder maintains their administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request





City of Alpharetta

RFP 25-109

On-Call Services: Upfitting & Equipment Maintenance
for PS Vehicles

Bid Submission
Cover Page



Dana Safety Supply (DSS) is a major warehousing distributor, seller, service provider, and installer of law enforcement and public vehicle equipment, including emergency lighting and related law enforcement products commonly used by public safety entities. In addition, DSS is a major distributor of law enforcement, tactical supplies, duty gear, firearms, ammunition, uniforms, and other public safety products.

DSS operates 40+ locations located in: Greensboro, NC (3), where our corporate office is located; Alabaster, AL; Ft. Payne, AL; Little Rock, AR; Los Angeles, CA; Fresno, CA; Crestview, FL; DeLand, FL; Ft. Myers, FL; Jacksonville, FL; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Tallahassee, FL; Tampa, FL; Atlanta, GA; Marietta, GA; Preston, GA; Rincon, GA (serving metro Savannah); Baton Rouge, LA; Mandeville, LA (serving metro New Orleans); Livingston, MT; Clinton, NC; Oklahoma City, OK; Columbia, SC (2); Knoxville, TN; Memphis, TN; Nashville, TN; Ft. Worth, TX; Houston, TX (2); Harlingen, TX; Round Rock, TX (serving metro Austin); San Antonio, TX; College Station, TX; Lubbock, TX; Lorton, VA (also serving the Metro Washington D.C. area) and Richmond, VA.

DSS was founded in 2005 by a group of law enforcement and fleet professionals and has grown to become the largest company of its type in North America. DSS is a portfolio company of AEA Investors. Established in 1968, AEA is a leading international private investment firm with over five decades of successful history and assets of \$19 billion under management. AEA Investors was established by the world's leading industrial families to create an opportunity for global business leaders to invest in the next generation of successful enterprises.

DSS directly employs more than 500 people. This includes a full-time outside sales staff of more than 50 personnel who meet and service public safety customers daily. The inside sales team of 11 supports outside sales efforts and provides immediate customer support along with the administrative and support staff of more than 100. DSS also employs more than 275 emergency vehicle technicians. Each DSS location is staffed with personnel with extensive experience in the sales, installation, and service of public safety products. Many DSS personnel are former law enforcement or military personnel with expertise in administrative operations, budgeting and procurement, fleet management, patrol operations, special operations, and training.

DSS regularly provides emergency vehicle equipment, installation services, and public safety products to numerous State, Federal, and Local agencies, as well as to automotive dealers who utilize our up-fitting services and products. DSS holds and has successfully completed hundreds of large-volume contracts with major public safety agencies throughout its territory, including Federal and State Agencies in AL, AR, CA, FL, GA, LA, MT, NC, OK, SC, TN, TX, and VA. DSS is also an approved contractor for the GSA and has a GSA contract for numerous public safety products and also for installation and upfitting services.

DSS builds an average of 21,000+ public safety vehicles annually, with a sales volume in equipment and installations exceeding \$250M. DSS has extensive experience in equipment specifications, performance, installations, service and troubleshooting, and our staff are subject matter experts in emergency lighting, in-car video, radar systems, GPS systems, radio equipment, prisoner partitions, push bumpers, K9 containment systems and related bolt-on and electronic equipment. Additionally, DSS is a major supplier of public safety tactical equipment, employing numerous subject matter experts in armor, weapons, ammunition, less lethal and crowd control equipment.

DSS is an industry leader in public safety vehicle up-arming, featuring our BallisTech® Vehicle Armoring Solutions packages, protecting Officers from direct and ambush-style shootings.

4809 Koger Blvd. • Greensboro, NC 27407

(336)854-5536 • (800)845-0045 • Fax (336) 854-3884 • www.danasafetysupply.com



DSS maintains an average of over 60 million dollars in inventory to further support its customers, the vast majority of that being emergency vehicle equipment and accessories available for immediate delivery, with or without installation. Many of these products and more can be found on our industry leading e-commerce website, www.danasafetysupply.com.

The mission objective of DSS is to provide its customers with top-tier products backed by first-rate customer service while maintaining the competitive pricing structure that is necessary to compete successfully for government contracts. The major emphasis of DSS' business model is brick-and-mortar locations placed regionally with sales, service, installation, and warehousing operations.

DSS is built around the concept of local service and support, and as such, each location includes a vehicle upfit shop staffed with local inside and outside sales personnel.

Dana Safety Supply, Inc.
4729 Nelson Brogdon Blvd
Buford, GA 30518

Dana Safety Supply, Inc has been in business since 2005. We have become a leader in providing assets to the public safety sector and beyond.

Dana Safety Supply Point of Contact
Jonathan Sizemore, Bids & Contracts Administrator
4729 Nelson Brogdon Blvd
Buford, GA 30518
813-348-4866
jsizemore@danasafetysupply.com

DANA
SAFETY SUPPLY



City of Alpharetta

RFP 25-109

On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles

Dana Safety Supply, Inc (DSS) has a nearly twenty-year history of providing equipment and installation services for thousands of first responder sector customers. We have many associates with industry leading experience extending almost thirty-five years and beyond. Our Senior Management team includes David Russo, President and CEO of DSS and Wanda Hobbs, COO of DSS. David has the overall responsibility for the company management. David oversees, on a daily basis, all of the DSS sales, installation, and service functions. David has more than thirty-five years of experience in the sales, installation, and service of law enforcement equipment and products. He owned and operated a very successful and highly respected public safety company from 1986 until 2002. After selling it to a New York based investment company he remained on in a leadership role for an additional three years. David has successfully overseen the sales, management, and administration of hundreds of millions of dollars in law enforcement contracts. In addition, David was a sworn law enforcement officer for 25 years, and served as a patrol deputy, patrol lieutenant, trainer, supervisor, and instructor during his law enforcement career. David has been recognized as an expert witness and has appeared and offered opinions in support of law enforcement. Wanda is based in Greensboro, NC and has thirty-five years of experience in the public safety industry. Wanda is responsible for DSS's daily finance, purchasing, administrative, and warehousing operations. Wanda also oversees the daily operations of the Greensboro location. Wanda co-owned and successfully operated a highly respected public safety distribution company with locations in NC, SC, GA and FL from 1987 until 2007 when it was sold to DSS. Wanda has a Bachelor's Degree in accounting from the University of North Carolina, and she has successfully administered large public safety contracts for more than thirty-five years in the State of North Carolina and the Southeastern U.S. Wanda Hobbs, the COO of DSS, and David Russo, CEO, are available to intervene immediately to resolve any issues that may arise and require management intervention above the Regional General Manager or General Manager level.

Dana Safety Supply, Inc performed over 22,000 installations within the past year over our 40+ nationwide locations. We employ over 250 full-time vehicle service technicians nationwide. The majority of our technicians have gone through the industry standard of EVT (Emergency Vehicle Training) certification. We also work closely with our manufacturing partners to provide the training needed on new technologies and products that emerge so our technicians become certified on these products as well. Any of these certificates can be provided upon request.

DSS is one of the largest suppliers and installers of Soundoff Signal products in the country. We are also key distributors and installers for products from Gamber Johnson, JottoDesk, TruckVault, and many other industry leading manufacturers. Our installation shop in Buford, Ga is just outside of Atlanta. The team will be led by Jake Porter, Regional General Manager for DSS. Assisting him will be Reynaldo Torres and Adam Harper, both Installation Managers and seasoned professionals in installing vehicle equipment for public sector customers.

4809 Koger Blvd. • Greensboro, NC 27407

(336)854-5536 • (800)845-0045 • Fax (336) 854-3884 • www.danasafetysupply.com



References

City of Alpharetta	Rabun County Sheriffs Office
Jonathan Hinkel	Sam Jones
678-297-6339	706-970-5825
jhinkel@alpharetta.ga.us	Sam.jones@rabuncounty.ga.gov
Providing vehicle equipment with installation services since at least 2012.	Providing vehicle equipment with installation services since 2018.
City of Clayton Police Department	Gwinnett County Sheriff's Office
John Grist	Corporal Travis Stevens
706-982-9405	470-235-8335
jgrist@cityofclayton.ga.gov	Travis.stevens@gwinnettcounty.com
Providing vehicle equipment with installation services since 2015.	Providing vehicle equipment with installation services since 2012.
U.S. Marshals Service	Fulton County Sheriff's Office
Marco Bazan	Yolanda Arnold
202-590-0916	404-612-5291
Marco.bazan@usdoj.gov	Yolanda.arnold@fultoncountyga.gov
Providing full vehicle upfits with equipment since 2019.	Providing vehicle equipment with installation services for 6+ years.



City of Alpharetta

RFP 25-109

On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles

The key team members for this contract include Jake Porter, Regional General Manager, Reynaldo Torres, Installation Manager, and Adam Harper Installation Manager.

Jake has been with DSS for almost 10 years with a long history prior to that of vehicle equipment upfits. He has many industry certifications including EVT and manufacturer training certificates. He has also been the lead on previous contracts with the City of Alpharetta.

Reynaldo Torres has been with Dana Safety Supply, Inc for several years and has many installations performed with a history of quality and superior job performance. He has rose to the position on Installation Manager under the expert tutelage of Jake Porter. He has many industry recognized certifications as well.

Adam Harper has been with DSS for several years and has performed many installations in his time with us. He has installation and manufacturing certifications and has been a part of many installations.

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City of Alpharetta

RFP 25-109

On-Call Services: Upfitting & Equipment Maintenance for PS Vehicles

Dana Safety Supply, Inc. will respond to requests for service/maintenance within 48 hours of receipt of request. We will assess the needs and respond accordingly.

Our address for service/maintenance will be our location in Buford, Ga. That address is 4729 Nelson Brogdon Blvd, Ste C; Buford, GA 30518.

Our normal service hours for our Buford location are Monday – Friday 7:30a – 4:30p. This excludes nationally recognized holidays.

We accept purchase orders, and p-card transactions. Invoices are generated automatically at time of completion.

The lead times for equipment for specified vehicles is currently as long as 10-12 weeks, after receipt of order. After receipt of equipment, we can perform up to 20-30 vehicles a month depending on the type of vehicles being worked on.

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STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: February 10, 2025

AGENDA ITEM:

Memorandum of Understanding: Home By Dark

Consideration of approval of a Memorandum of Understanding between the City of Alpharetta and Home By Dark to approve the City's Summer Concert Series with Home By Dark at Brooke Street Park from April to September 2025 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a Memorandum of Understanding with Home By Dark to continue the free admission, six-show concert series at Brooke Street Park in Calendar Year 2025 and to 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: \$60,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Brooke Street Park Concert Series FY25 - 10061900 521200 RSE26	\$30,000.00
Brooke Street Park Concert Series FY26 - 10061900 521200 RSE26	\$30,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00
N/A	\$0.00

ITEM DESCRIPTION:

Background:

The Brooke Street Park concerts have been taking place since 2018 and originally began with different talent performances each month. By 2020, Home By Dark and the City of Alpharetta had developed a strong working relationship, and the community embraced the performances led by James Casto and his network of musicians. Since 2020, the five or six-show series has been a highlight of each months schedule in Brooke Street Park. These concerts are free to the public, and people bring blankets, chairs, and picnics.

The proposed concert dates in calendar year 2025 are April 26th, May 10th, June 14th, July 12th, August 9th, and September 13th.

Recommendation Explanation:

Staff recommends Mayor and Council approve the Home By Dark Memorandum of Understanding to continue the six-show concert series in calendar year 2025. The Recreation, Parks, and Cultural Services Division has drafted the Memorandum of Understanding and sent it to the legal team for review. The terms of the Memorandum of Understanding would not change based on legal review.

ALTERNATIVES:

There is one alternative to this recommendation:

1. The Recreation, Parks, and Cultural Services Division could seek out and hire musical talent, stage, sound, and lighting professionals for each concert. This would add significant work to the team, and the quality and cost of each concert would vary.

ATTACHMENTS:

1. MOU Home By Dark - 2025

CITY OF ALPHARETTA
BROOKE STREET PARK SUMMER CONCERT SERIES
2025 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is made on this _____ day of _____, 20____, by and between **Home By Dark Productions, LLC**, a Georgia limited liability company with principal office located at **420 Iron Mountain Road, Canton, Georgia 30115** (hereinafter referred to as "HBD") and **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, of **2 Park Plaza, Alpharetta, Georgia 30009** (hereinafter referred to as "The City") for the purpose of achieving the various aims and objectives relating to Troubadours at Twilight, An Evening with Home By Dark (the "Project"). HBD and The City may be collectively referred to herein as the Partners (the "Partners").

WHEREAS HBD and The City desire to enter into an agreement in which HBD and The City will work together to complete the Project; and

WHEREAS HBD and The City are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project.

NOW, THEREFORE, the Partners acknowledge that a contractual relationship between the parties is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

A. Services to be rendered by HBD include:

- a. Concert Production on six (6) dates listed below, in Brooke Street Park, the park immediately to the east of Alpharetta City Hall
 - i. Saturday, April 26, 2025 at 7:30 PM
 - ii. Saturday, May 10, 2025 at 7:30 PM
 - iii. Saturday, June 14, 2025 at 7:30 PM
 - iv. Saturday, July 12, 2025 at 7:30 PM
 - v. Saturday, August 9, 2025 at 7:30 PM
 - vi. Saturday, September 13, 2025 at 7:30 PM
- b. Marketing Contributions
 - i. The City and Alpharetta Convention and Visitors' Bureau ("ACVB") featured as event hosts in posts, eblasts and other marketing efforts
 - ii. Bi-monthly E-blasts (approx. 2,600 subscribers)
 - iii. Social Media Channels – Instagram ("IG"), Facebook ("FB"), and/or Threads. Create a Facebook event for each concert date and invite the City to be a co-host
 - iv. Dedicated webpage for Troubadours at Twilight, An Evening with Home By Dark's live concert dates and performers (dates posted via online calendar)

CITY OF ALPHARETTA
BROOKE STREET PARK SUMMER CONCERT SERIES
2025 MEMORANDUM OF UNDERSTANDING

- v. Live Concert promotional methods (stage mentions/collateral can be posted if made available by ACVB or City)
- B. Services to be rendered by The City include:
 - a. Concert location: Brooke Street Park
 - i. Rain out locations at Union Hill Park or the City Hall Community Room, as available
 - b. Marketing Contributions
 - i. Branding & Graphic Design
 - 1. Special events staff will provide an event logo as well as a brand guide to use for HBD collateral development, social media use, and advertisements.
 - 2. Graphic design for promotional materials as needed, such as ground banner(s), posters, flyers, and social media ads.
 - ii. City Website & Social Media
 - 1. City website to feature the event logo and clickable link to the Troubadours at Twilight branded HBD webpage.
 - 2. Will accept co-host invites to Troubadour at Twilight FB event(s) created by HBD with The City and Recreation, Parks & Cultural Services Department FB and IG and may also create or share post(s) in connection to press release announcements.
 - 3. Will promote the event throughout season on City social platforms – minimum of 1 per show.
 - iii. Printing & Print Ads
 - 1. Will draft at least one press release to announce the full concert series schedule and coordinate distribution through the City's digital & print media outlets in addition to Home By Dark outlets.
 - 2. Printing costs and staff to distribute promotional flyers, posters, banners, and ads, as needed.
 - iv. E-Newsletter
 - 1. Promotion of press release in the City's weekly e-newsletter, sent via email and also posted on City's FB page.
 - v. Communication to the ACVB for purposes of inclusion in the ACVB website and social media outlets.
 - c. Trash cleanup
 - d. Restroom facilities located on the ground level of Alpharetta City Hall
 - e. Electrical service provided by the City's on-call electrician.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual contributions at the start of the planning of the Project.

**CITY OF ALPHARETTA
BROOKE STREET PARK SUMMER CONCERT SERIES
2025 MEMORANDUM OF UNDERSTANDING**

- A. HBD agrees to provide the following financial, material and labor resources in respect of the Project:
- a. Audio
 - b. Stage lighting
 - c. Talent acquisition
 - d. Show programming
- B. The City hereby agrees to provide the following financial, material and labor resources in respect of the Project:
- a. Funding (\$60,000)
 - i. \$10,000 per show, for a total of \$60,000 from The City of Alpharetta during calendar year 2025
 - 1. Should HBD seek additional funding through sponsorship agreements approved by the City, 20% may be retained by HBD as a commission fee for sponsorship coordination and fulfillment.
 - ii. To be invoiced in two increments by HBD, separately to the City of Alpharetta, on the following dates:
 - 1. \$30,000 on Monday, May 5, 2025
 - 2. \$30,000 Monday, July 7, 2025
 - b. Printing costs and staff to distribute promotional flyers.
 - c. Trash cans and staff to maintain.
 - d. Electrical service provided by the City's on-call electrician.
 - e. Restroom facilities located on the ground level of Alpharetta City Hall
 - f. Green room located in the breakroom on the lower level of Alpharetta City Hall

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both Partners. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Insurance

HBD is to maintain commercial general liability insurance Commercial General Liability Insurance with minimum limits of \$1,000,000 combined single limit per occurrence and \$1,000,000 in the aggregate. HBD provide the City with proof of commercial general liability insurance or event insurance that names, as additional insured, the "City of Alpharetta, its officers, employees, and agents" and any other public entities (e.g., County, volunteers, etc.) impacted by the Project with waiver of subrogation in regards to workers compensation. Insurance coverage must be maintained for the duration of the event including setup and cleanup dates.

Dispute Resolution

CITY OF ALPHARETTA
BROOKE STREET PARK SUMMER CONCERT SERIES
2025 MEMORANDUM OF UNDERSTANDING

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from January 1, 2025, until September 13, 2025. The term can be extended only by written agreement of all the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Georgia.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

**CITY OF ALPHARETTA
BROOKE STREET PARK SUMMER CONCERT SERIES
2025 MEMORANDUM OF UNDERSTANDING**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a) Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b) In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c) To the extent possible, each Partner will participate in the development of the Project.
- d) This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- e) This Memorandum will be effective upon the signature of both Partners.
- f) Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner within 30 days of termination.

The following Partners support the goals and objectives of the Brooke Street Park Summer Concert Series:

Signatories

This Agreement shall be signed on behalf of Home By Dark Productions, LLC. by James Casto, Owner, and on behalf of City of Alpharetta, Georgia by Morgan Rodgers. This Agreement shall be effective as of the date first written above.

HOME BY DARK PRODUCTIONS, LLC

By: _____

James Casto, Owner

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

APPROVED AS TO SUBSTANCE:

By: _____

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____

Molly Esswein, City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 3

Consideration of adoption of a resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 12 -3110-0911-021-0 (Parcel Owners: Drew & Co.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 12 -3110-0911-021-0 (Parcel Owners: Drew & Co.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and to authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$197,000.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution - OMP 3



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 3

Tax Parcel ID No.: 12 311009110210

Condemnee: Drew & Co.

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution; the Official Code of Georgia Annotated §32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Drew & Co.;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said property being now or formerly vested in Drew & Co., their successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney

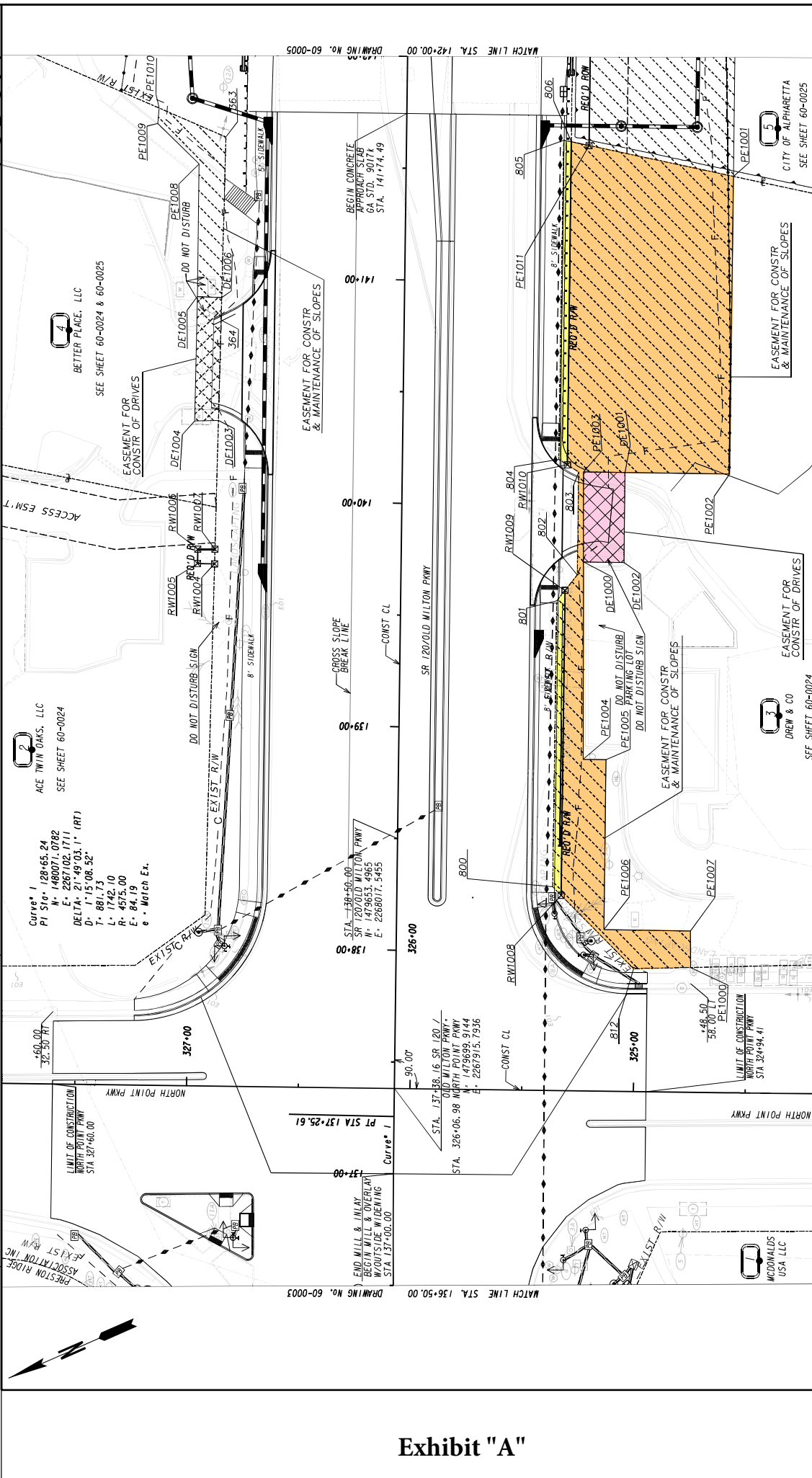
[illegible]

Exhibit "A"



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Exhibit "C" and made a part hereof; and

WHEREAS, in consequence of the sworn statement the City of Alpharetta, Georgia estimates \$197,000.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Exhibit "B" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia ("The City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Exhibit "A"; attached and incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.023 acres (1,021.06 square feet) of Fee Simple Right of Way

12,930.53 square feet (0.297 acres) of Permanent Easement for Construction and Maintenance of Slopes

One (1) Temporary Driveway Easement

Legal Description and Sketch/Plat attached hereto as Exhibit "A"

Owner(s):

Drew & Co.

Other Potentially Interested Parties:

Sawnee Electric Membership Corporation

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order be by condemnation under the provisions of said Code, and City Attorney, or her designee(s) is authorized and directed to file the condemnation proceedings, including a Declaration of Taking,

to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 11

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 002000440175 (Parcel Owners: PSC Holdings-Alpharetta, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 002000440175 (Parcel Owners: PSC Holdings-Alpharetta, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$8,700.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution for OMP Parcel 11



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 11

Tax Parcel ID No.: 11 002000440175

Condemnee: PSC Holdings-Alpharetta, LLC

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference;

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as PSC Holdings-Alpharetta, LLC;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said property being now or formerly vested in PSC Holdings-Alpharetta, LLC, its successors or assigns.
- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

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(SEAL)

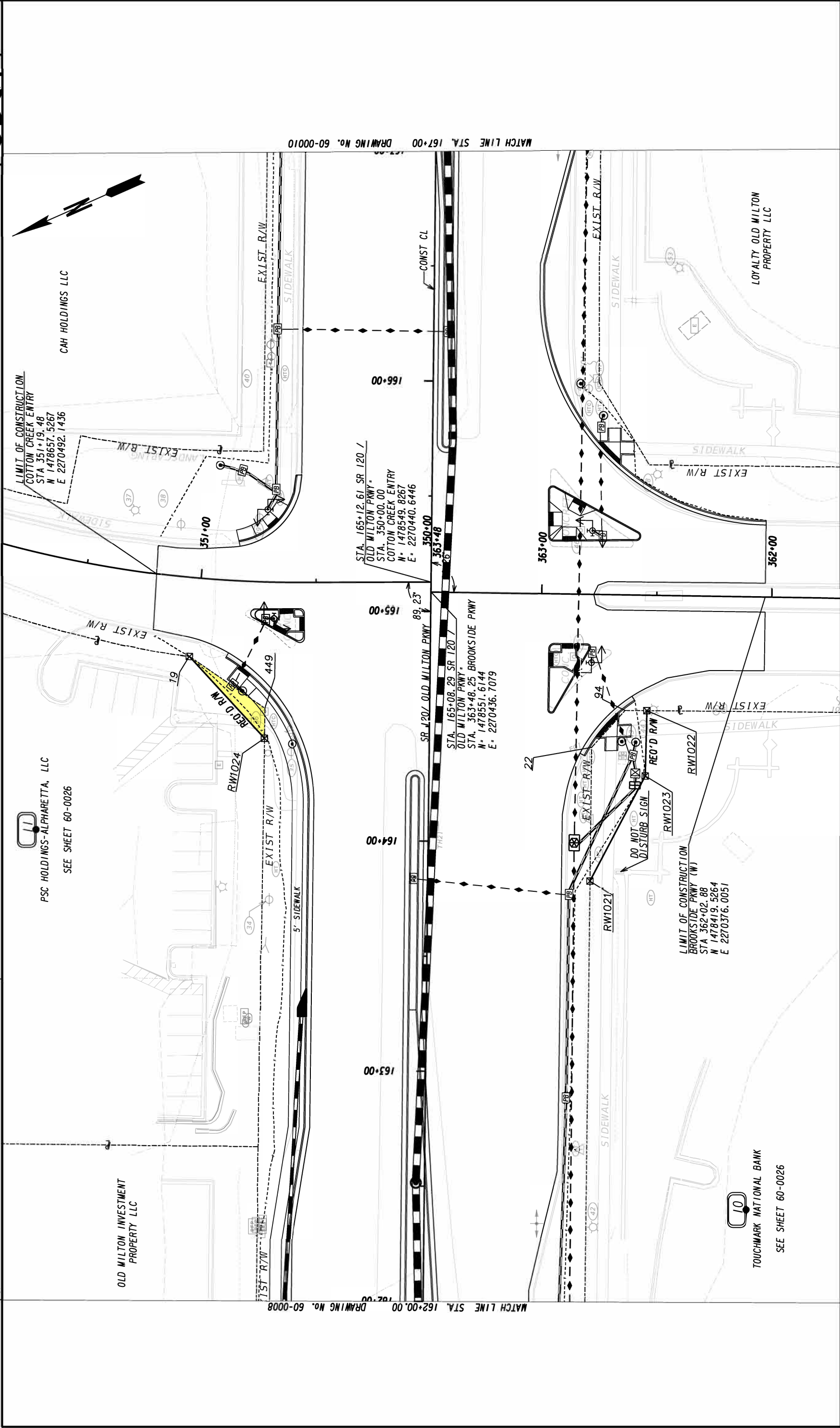
Attest:
sufficiency:

Council Member Fergal M. Brady

Approved as to form and legal

Lauren Shapiro, City Clerk

City Attorney



PROPERTY AND EXISTING R/W LINE	-----L-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
REQUIRED R/W LINE	=====	END LIMIT OF ACCESS.....ELA			
CONSTRUCTION LIMITS	--C--F--	REQ'D LIMIT OF ACCESS	3/11/24	OWNER'S NAME UPDATED FOR PARCEL 11	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES		REQ'D LIMIT OF ACCESS & R/W	5/3/24	ADDED "DO NOT DISTURB SIGN" ON PARCEL 10	
EASEMENT FOR CONSTR OF SLOPES		SCALE IN FEET  0 20 40 80			
EASEMENT FOR CONSTR OF DRIVES					
					PROJECT NO: 0017187
					COUNTY: FULTON
					LAND LOT NO: 44
					LAND DISTRICT: 1ST DISTRICT
					GMD
					DATE 06/19/23 SH 9 OF 28
					DRAWING NO.
					60-0009

Exhibit A



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$8,700.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.005 acres (215.638 square feet) of Fee Simple Right of Way

Owner(s):

PSC Holdings-Alpharetta, LLC

Other Potentially Interested Parties:

First Mid Bank & Trust N.A.; Valvoline, LLC; Fulton County Tax Commissioner;
Sawnee Electric Membership Corporation

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 13

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Parcel 13 (Parcel Owners: Camden Pond Condominium Association, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adoption a Resolution to authorize the use of eminent domain to acquire a property interest in Parcel 13 (Parcel Owners: Camden Pond Condominium Association, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$17,100.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution OMP Parcel 13



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

**Parcel 13
Tax Parcel ID No.: N/A
Condemnee: Camden Pond Condominium
Association, Inc.**

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution; the Official Code of Georgia Annotated §32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project; and

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Camden Pond Condominium Association, Inc.; and

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Camden Pond Condominium Association, Inc. their successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

Council Member Fergal M. Brady

(SEAL)

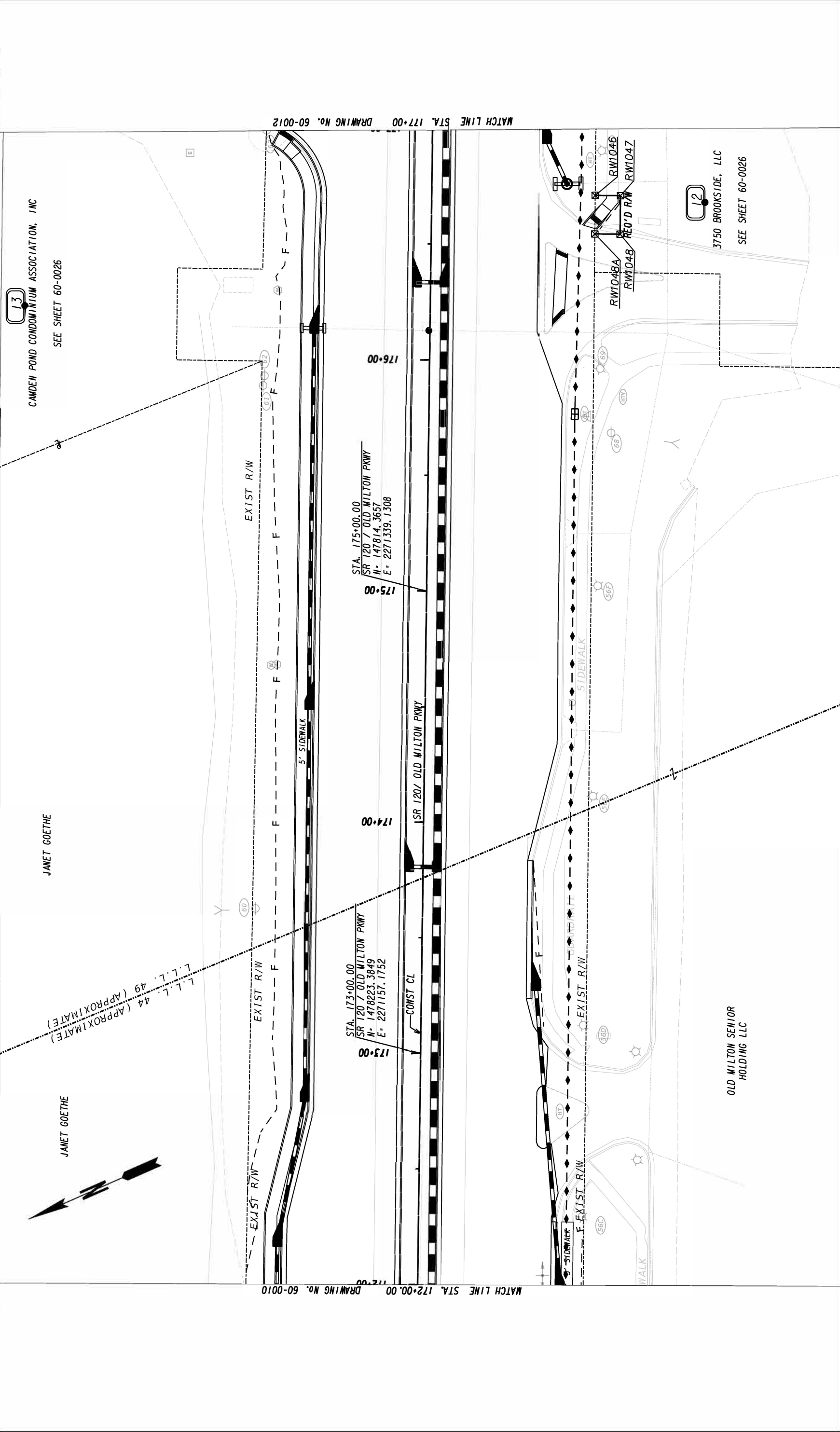
Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney

Exhibit A



MATCH LINE STA. 172+00.00 DRAWING No. 60-0010

MATCH LINE STA. 177+00 DRAWING No. 60-0012

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- --C--F-- ZZZZZ ZZZZZ ZZZZZ	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W	SCALE IN FEET 0 20 40 80		DATE		REVISIONS		DATE		REVISIONS	
					3/11/24	OWNER'S NAME UPDATED FOR PARCEL 12 AND 13						
					5/3/24	UPDATED REQ'D R/W ON PARCEL 12						
PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 44, 49 LAND DISTRICT: 1ST DISTRICT GMD DATE 06/19/23 SH 11 OF 28												
DRAWING NO. 60-0011												

8

CITY OF ALPHARETTA

SEE SHEET 60-0005

PARCEL 8 - DE1015 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1017	114.746 L	147+14.89	OLD MILTON PKWY
	45.953	N88.477°E	
RW1018	134.923 L	147+56.17	OLD MILTON PKWY
	84.249	S66.534°E	
RW1019	136.475 L	148+40.41	OLD MILTON PKWY
	44.534	S23.785°W	
RW1020	91.945 L	148+40.98	OLD MILTON PKWY
	ARC LENGTH = 128.15		
	CHORD BEAR = N55.228°W		
	LNTH CHORD = 128.14		
	RADIUS = 2669.71		
	DEGREE = 7.041°		
RW1017	114.746 L	147+14.89	OLD MILTON PKWY
	REQD R/W = 3684.377	SF	
	REQD R/W = 0.085	ACRES	
REMAINDER	= +/- 9.530 ACRES		

9

CITY OF ALPHARETTA

SEE SHEET 60-0006

PARCEL 9 - DE1016 - EASM'T. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
892	69.403 R	148+32.82	OLD MILTON PKWY
	310.818	S65.280°E	
147	70.545 R	151+43.60	OLD MILTON PKWY
	27.366	S25.168°W	
PE1019	97.909 R	151+43.27	OLD MILTON PKWY
	310.172	N65.478°W	
PE1020	97.845 R	148+33.15	OLD MILTON PKWY
	28.444	N23.846°E	
892	69.403 R	148+32.82	OLD MILTON PKWY
	REQD EASMT = 8663.752	SF	
	REQD EASMT = 0.199	ACRES	

10

TOUCHMARK NATIONAL BANK

SEE SHEET 60-0009

PARCEL 10 - DE1017 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1021	70.560 R	163+83.47	OLD MILTON PKWY
	58.030	S65.510°E	
22	70.627 R	164+41.50	OLD MILTON PKWY
	21.643	S24.114°E	
94	84.958 R	164+57.72	OLD MILTON PKWY
	9.510	S24.278°W	
RW1022	94.468 R	164+57.75	OLD MILTON PKWY
	28.394	N64.789°W	
RW1023	94.078 R	164+29.35	OLD MILTON PKWY
	51.558	N38.439°W	
RW1021	70.560 R	163+83.47	OLD MILTON PKWY
	REQD R/W = 1093.027	SF	
	REQD R/W = 0.025	ACRES	
REMAINDER	= +/- 1.880 ACRES		

11

PSC HOLDINGS-ALPHARETTA, LLC

SEE SHEET 60-0009

PARCEL 11 - DE1018 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1024	71.838 L	164+43.90	OLD MILTON PKWY
	48.196	N71.272°E	
19	104.801 L	164+79.06	OLD MILTON PKWY
	39.742	S58.259°W	
449	71.790 L	164+56.93	OLD MILTON PKWY
	13.032	N65.364°W	
RW1024	71.838 L	164+43.90	OLD MILTON PKWY
	REQD R/W = 215.638	SF	
	REQD R/W = 0.005	ACRES	
REMAINDER	= +/- 1.192 ACRES		

12

3750 BROOKSIDE, LLC

SEE SHEET 60-0011

PARCEL 12 - DE1019 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1048A	70.793 R	176+55.26	OLD MILTON PKWY
	16.669	S65.626°E	
RW1046	70.749 R	176+71.93	OLD MILTON PKWY
	10.929	S24.374°W	
RW1047	81.677 R	176+71.96	OLD MILTON PKWY
	16.669	N65.626°W	
RW1048	81.721 R	176+55.29	OLD MILTON PKWY
	10.929	N24.374°E	
DE1048A	70.793 R	176+55.26	OLD MILTON PKWY
	REQD R/W = 182.167	SF	
	REQD R/W = 0.004	ACRES	
REMAINDER	= +/- 9.871 ACRES		

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC

SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1020 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1025	71.185 L	177+55.23	OLD MILTON PKWY
	10.899	N25.417°E	
RW1026	82.083 L	177+55.40	OLD MILTON PKWY
	20.079	S65.475°E	
RW1027	82.083 L	177+75.48	OLD MILTON PKWY
	11.162	S24.423°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	20.271	N64.728°W	
RW1025	71.185 L	177+55.23	OLD MILTON PKWY
	REQD R/W = 222.523	SF	
	REQD R/W = 0.005	ACRES	
REMAINDER	= +/- 9.625 ACRES		

13

CAMDEN POND CONDOMINIUM ASSOCIATION, INC

SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1021 - EASM'T. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	2.040	N24.423°E	
TE1021	72.961 L	177+75.50	OLD MILTON PKWY
	150.221	S65.594°E	
TE1022	73.273 L	179+25.72	OLD MILTON PKWY
	150.221	S65.594°E	
TE1023	73.234 L	180+76.12	OLD MILTON PKWY
	4.087	S5.131°W	
484	69.375 L	180+77.46	OLD MILTON PKWY
	152.071	N65.761°W	
485	68.969 L	179+25.23	OLD MILTON PKWY
	149.739	N64.728°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	REQD EASMT = 1092.787	SF	
	REQD EASMT = 0.025	ACRES	

14

MARFAM ENTERPRISES INC

SEE SHEET 60-0013

PARCEL 14 - DE1022 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1029	70.457 R	185+13.84	OLD MILTON PKWY
	16.137	S65.875°E	
RW1029A	70.384 R	185+29.97	OLD MILTON PKWY
	10.771	S24.125°W	
RW1030	81.155 R	185+30.02	OLD MILTON PKWY
	16.137	N65.875°W	
RW1031	81.228 R	185+13.88	OLD MILTON PKWY
	10.771	N24.125°E	
RW1029	70.457 R	185+13.84	OLD MILTON PKWY
	REQD R/W = 173.810	SF	
	REQD R/W = 0.004	ACRES	
REMAINDER	= +/- 0.820 ACRES		

15

ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.

SEE SHEET 60-0013

PARCEL 15 - DE1023 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
	22.827	S66.162°E	
RW1032	69.803 R	186+03.14	OLD MILTON PKWY
	10.770	S23.838°W	
RW1033	80.572 R	186+03.24	OLD MILTON PKWY
	22.827	N66.162°W	
RW1033A	80.790 R	185+80.42	OLD MILTON PKWY
	10.770	N23.838°E	
RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
	REQD R/W = 245.852	SF	
	REQD R/W = 0.006	ACRES	
REMAINDER	= +/- 0.826 ACRES		

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W	0 20 40 80 SCALE IN FEET	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA
			3/11/24	OWNER'S NAME UPDATED FOR PARCELS 11, 12, AND 13			DEPARTMENT OF TRANSPORTATION
			5/3/24	REVISED ROW DATA TABLES FOR PARCELS 12, 13, 14, AND 15			RIGHT OF WAY MAP
							PROJECT NO: 0017187 COUNTY: FULTON
							LAND LOT NO: LAND DISTRICT: GMD DATE 06/19/23 SH 26 OF 28

DRAWING NO.

60-0026



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Exhibit "C" and made a part hereof; and

WHEREAS, in consequence of the sworn statement the City of Alpharetta, Georgia estimates \$17,100.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Exhibit "B" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Exhibit "B," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia ("The City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Exhibit "A"; attached and incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.005 acres (222.52 square feet) of Fee Simple Right of Way

1,092.78 square feet of Temporary Easement for Construction of Slopes

Legal Description and Sketch/Plat attached hereto as Exhibit "A"

Owner(s):

Camden Pond Condominium Association, Inc.

Other Potentially Interested Parties:

Beecham Group, LLC; Cable Atlanta, Limited; Sawnee Electric Membership Corporation; Janet Goethe a/k/a M. Janet Goethe; RTN, Inc.; Gerald D. Baxter; Lifestyle Residential Corp.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in the appendices and annexes to this Order be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order be by condemnation under the provisions of said Code, and City Attorney, or her designee(s) is authorized and directed to file the condemnation proceedings, including a Declaration of Taking,

to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 14

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490985 (Parcel Owners: Marfam Enterprises, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adoption a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490985 (Parcel Owners: Marfam Enterprises, Inc.) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$6,400.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution OMP Parcel 14



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 14

Tax Parcel ID No.: 11 014000490985

Condemnee: Marfam Enterprises, Inc.

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn

RESOLUTION NUMBER:



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference;

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Marfam Enterprises, Inc.;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Marfam Enterprises, Inc., its successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney

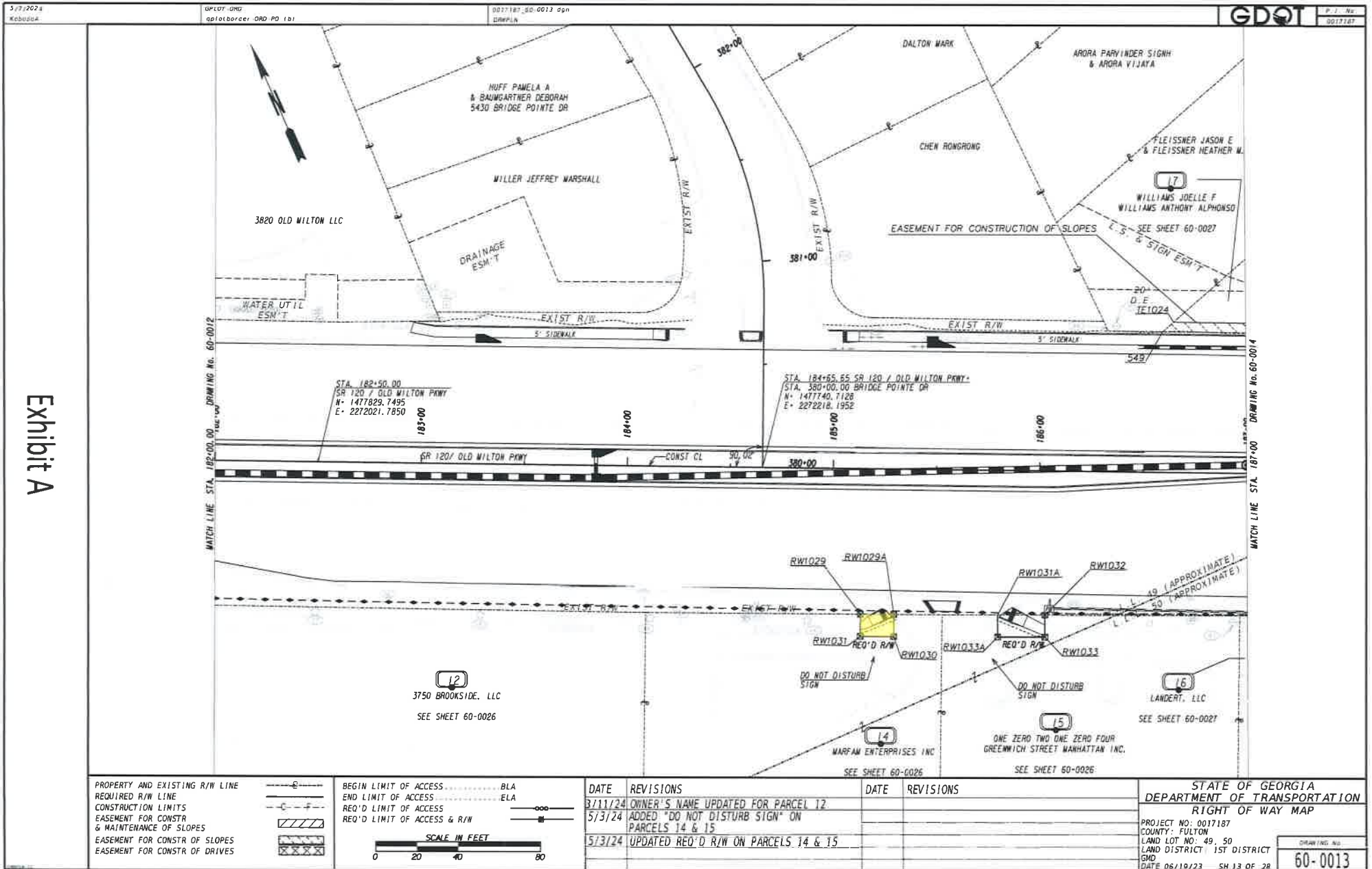


Exhibit A

8
CITY OF ALPHARETTA
SEE SHEET 60-0006

PARCEL 8 - DE1015 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1017	114.746 L	147+14.89	OLD MILTON PKWY
	45.953	N88.477°E	
RW1018	134.923 L	147+56.17	OLD MILTON PKWY
	84.249	S66.534°E	
RW1019	136.475 L	148+40.41	OLD MILTON PKWY
	44.534	S23.785°W	
RW1020	91.945 L	148+40.98	OLD MILTON PKWY
ARC LENGTH = 128.15			
CHORD BEAR = N55.228°W			
LNTH CHORD = 128.14			
RADIUS = 2669.71			
DEGREE = 7.041°			
RW1017	114.746 L	147+14.89	OLD MILTON PKWY
	REQD R/W = 3684.377	SF	
	REQD R/W = 0.085	ACRES	
	REMAINDER = +/- 9.530	ACRES	

9
CITY OF ALPHARETTA
SEE SHEET 60-0006

PARCEL 9 - DE1016 - EASMT. FOR CONST. AND MAINT. OF SLOPES

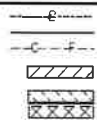
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
892	69.403 R	148+32.82	OLD MILTON PKWY
	310.818	S65.280°E	
147	70.545 R	151+43.60	OLD MILTON PKWY
	27.366	S25.168°W	
PE1019	97.909 R	151+43.27	OLD MILTON PKWY
	310.172	N65.478°W	
PE1020	97.845 R	148+33.15	OLD MILTON PKWY
	28.444	N23.846°E	
892	69.403 R	148+32.82	OLD MILTON PKWY
	REQD EASMT = 8663.752	SF	
	REQD EASMT = 0.199	ACRES	

10
TOUCHMARK NATIONAL BANK
SEE SHEET 60-0009

PARCEL 10 - DE1017 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1021	70.560 R	163+83.47	OLD MILTON PKWY
	58.030	S65.510°E	
22	70.627 R	164+41.50	OLD MILTON PKWY
	21.643	S24.114°E	
94	84.958 R	164+57.72	OLD MILTON PKWY
	9.510	S24.278°W	
RW1022	94.468 R	164+57.75	OLD MILTON PKWY
	25.394	N64.789°W	
RW1023	94.078 R	164+29.35	OLD MILTON PKWY
	51.559	N38.439°W	
RW1021	70.560 R	163+83.47	OLD MILTON PKWY
	REQD R/W = 1093.027	SF	
	REQD R/W = 0.025	ACRES	
	REMAINDER = +/- 1.880	ACRES	

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



BEGIN LIMIT OF ACCESS BLA
END LIMIT OF ACCESS ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
SCALE IN FEET
0 20 40 80

11
PSC HOLDINGS-ALPHARETTA, LLC
SEE SHEET 60-0009

PARCEL 11 - DE1018 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1024	71.838 L	164+43.90	OLD MILTON PKWY
	48.196	N71.272°E	
19	104.801 L	164+79.06	OLD MILTON PKWY
	39.742	S58.259°W	
449	71.790 L	164+56.93	OLD MILTON PKWY
	13.032	N65.364°W	
RW1024	71.838 L	164+43.90	OLD MILTON PKWY
	REQD R/W = 215.638	SF	
	REQD R/W = 0.005	ACRES	
	REMAINDER = +/- 1.192	ACRES	

12
3750 BROOKSIDE, LLC
SEE SHEET 60-0011

PARCEL 12 - DE1019 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1048A	70.793 R	176+55.26	OLD MILTON PKWY
	16.669	S65.626°E	
RW1046	70.749 R	176+71.93	OLD MILTON PKWY
	10.929	S24.374°W	
RW1047	81.677 R	176+71.96	OLD MILTON PKWY
	16.669	N65.626°W	
RW1048	81.721 R	176+55.29	OLD MILTON PKWY
	10.929	N24.374°E	
DE1048A	70.793 R	176+55.26	OLD MILTON PKWY
	REQD R/W = 182.167	SF	
	REQD R/W = 0.004	ACRES	
	REMAINDER = +/- 9.871	ACRES	

13
CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1020 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1025	71.185 L	177+55.23	OLD MILTON PKWY
	10.899	N25.417°E	
RW1026	82.083 L	177+55.40	OLD MILTON PKWY
	20.079	S65.475°E	
RW1027	82.083 L	177+75.48	OLD MILTON PKWY
	11.162	S24.423°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	20.271	N64.728°W	
RW1025	71.185 L	177+55.23	OLD MILTON PKWY
	REQD R/W = 222.523	SF	
	REQD R/W = 0.005	ACRES	
	REMAINDER = +/- 9.625	ACRES	

13
CAMDEN POND CONDOMINIUM ASSOCIATION, INC
SEE SHEET 60-0011 & 60-0012

PARCEL 13 - DE1021 - EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	2.040	N24.423°E	
TE1021	72.961 L	177+75.50	OLD MILTON PKWY
	150.221	S65.594°E	
TE1022	73.273 L	179+25.72	OLD MILTON PKWY
	150.221	S65.594°E	
TE1023	73.234 L	180+76.12	OLD MILTON PKWY
	4.087	S5.131°W	
484	69.375 L	180+77.46	OLD MILTON PKWY
	152.071	N65.761°W	
485	68.969 L	179+25.23	OLD MILTON PKWY
	149.739	N64.728°W	
RW1028	70.921 L	177+75.50	OLD MILTON PKWY
	REQD EASMT = 1092.787	SF	
	REQD EASMT = 0.025	ACRES	

14
MARFAM ENTERPRISES INC
SEE SHEET 60-0013

PARCEL 14 - DE1022 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1029	70.457 R	185+13.84	OLD MILTON PKWY
	16.137	S65.875°E	
RW1029A	70.384 R	185+29.97	OLD MILTON PKWY
	10.771	S24.125°W	
RW1030	81.155 R	185+30.02	OLD MILTON PKWY
	16.137	N65.875°W	
RW1031	81.228 R	185+13.88	OLD MILTON PKWY
	10.771	N24.125°E	
RW1029	70.457 R	185+13.84	OLD MILTON PKWY
	REQD R/W = 173.810	SF	
	REQD R/W = 0.004	ACRES	
	REMAINDER = +/- 0.820	ACRES	

15
ONE ZERO TWO ONE ZERO FOUR GREENWICH STREET MANHATTAN INC.
SEE SHEET 60-0013

PARCEL 15 - DE1023 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
	22.827	S66.162°E	
RW1032	69.803 R	186+03.14	OLD MILTON PKWY
	10.770	S23.838°W	
RW1033	80.572 R	186+03.24	OLD MILTON PKWY
	22.827	N66.162°W	
RW1033A	80.790 R	185+80.42	OLD MILTON PKWY
	10.770	N23.838°E	
RW1031A	70.021 R	185+80.31	OLD MILTON PKWY
	REQD R/W = 245.852	SF	
	REQD R/W = 0.006	ACRES	
	REMAINDER = +/- 0.826	ACRES	

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE 06/19/23 SH 26 OF 28
DRAWING No:
60-0026



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$6,400.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.004 acres (173.810 square feet) of Fee Simple Right of Way

Owner(s):

Marfam Enterprises, Inc.

Other Potentially Interested Parties:

Fulton County Tax Commissioner

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 15

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490993 (Parcel Owners: 102-104 Greenwich Street Manhattan) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 014000490993 (Parcel Owners: 102-104 Greenwich Street Manhattan) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$9,400.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution OMP Parcel 15



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 15

Tax Parcel ID No.: 11 014000490993

**Condemnee: 102-104 Greenwich Street Manhattan,
Incorporated**

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference;

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as 102-104 Greenwich Street Manhattan, Incorporated;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in 102-104 Greenwich Street Manhattan, Incorporated, its successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

Council Member Fergal M. Brady

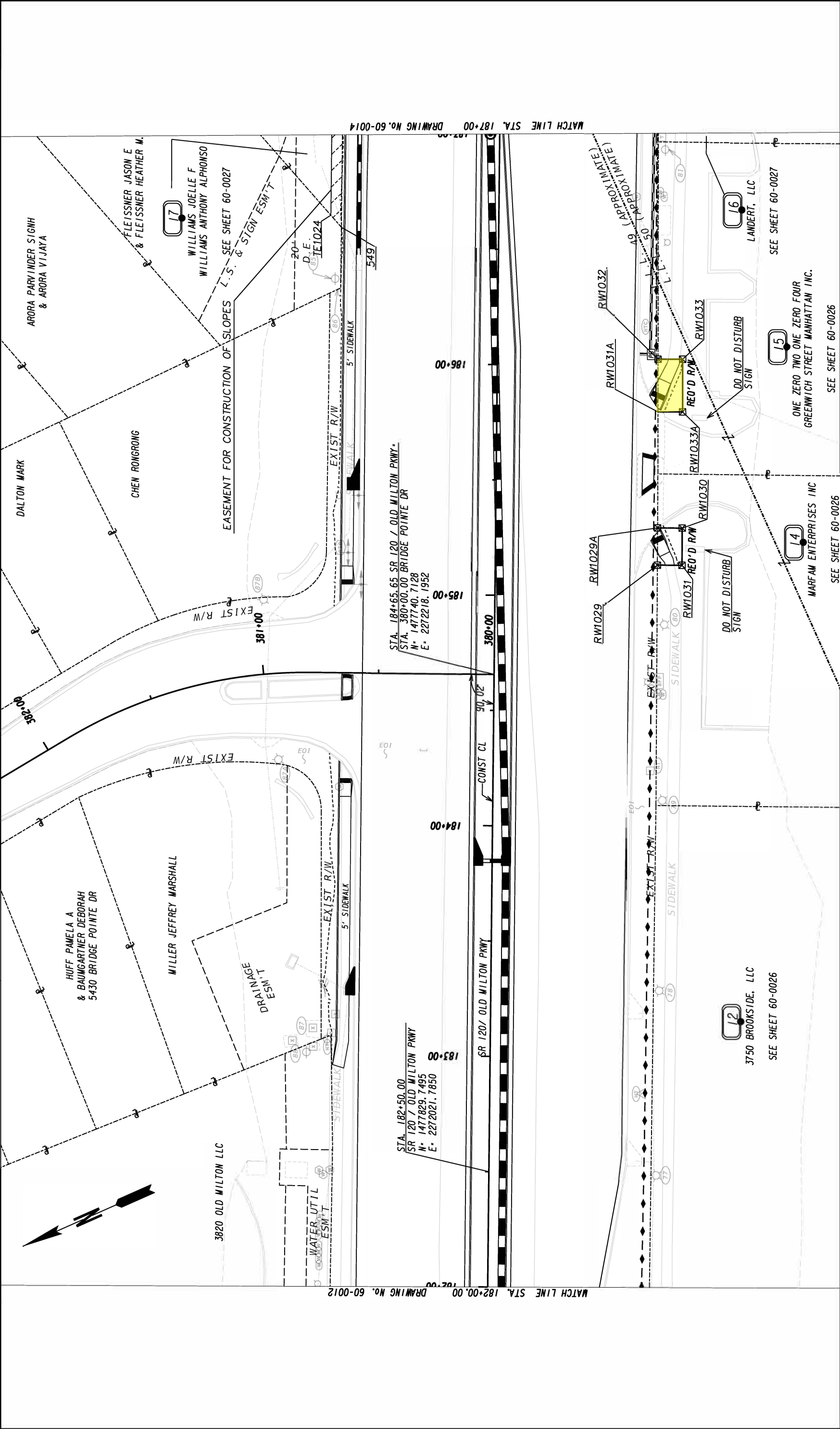
(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



MATCH LINE STA. 182+00.00 DRAWING No. 60-0012

MATCH LINE STA. 187+00 DRAWING No. 60-0014

Exhibit A

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E-----	BEGIN LIMIT OF ACCESS.....BLA	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 49, 50 LAND DISTRICT: 1ST DISTRICT GMD DATE 06/19/23 SH 13 OF 28 DRAWING NO. 60-0013
	-----C-----F-----	END LIMIT OF ACCESS.....ELA			
	ZZZZZ	REQ'D LIMIT OF ACCESS			
	XXXXX	REQ'D LIMIT OF ACCESS & R/W			
	XXXXX				
SCALE IN FEET 0204080		5/3/24	UPDATED REQ'D R/W ON PARCELS 14 & 15		



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$9,400.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.006 acres (245.852 square feet) of Fee Simple Right of Way

Owner(s):

102-104 Greenwich Street Manhattan, Incorporated

Other Potentially Interested Parties:

Columbus Bank and Trust Company; Boo-Alpharetta, LLC; Morgan Tire and Auto, Inc.; Boos Development Group, Inc.; Sawnee Electric Membership Corporation.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 20

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025000900401 (Parcel Owners: Wealth Migrate Medical 3 Holdings, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025000900401 (Parcel Owners: Wealth Migrate Medical 3 Holdings, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$5,000.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution OMP Parcel 20



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 20

Tax Parcel ID No.: 11 025000900401

**Condemnee: Wealth Migrate Medical 3 Holdings,
LLC**

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference;

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Wealth Migrate Medical 3 Holdings, LLC;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Wealth Migrate Medical 3 Holdings, LLC, its successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

Council Member Fergal M. Brady

(SEAL)

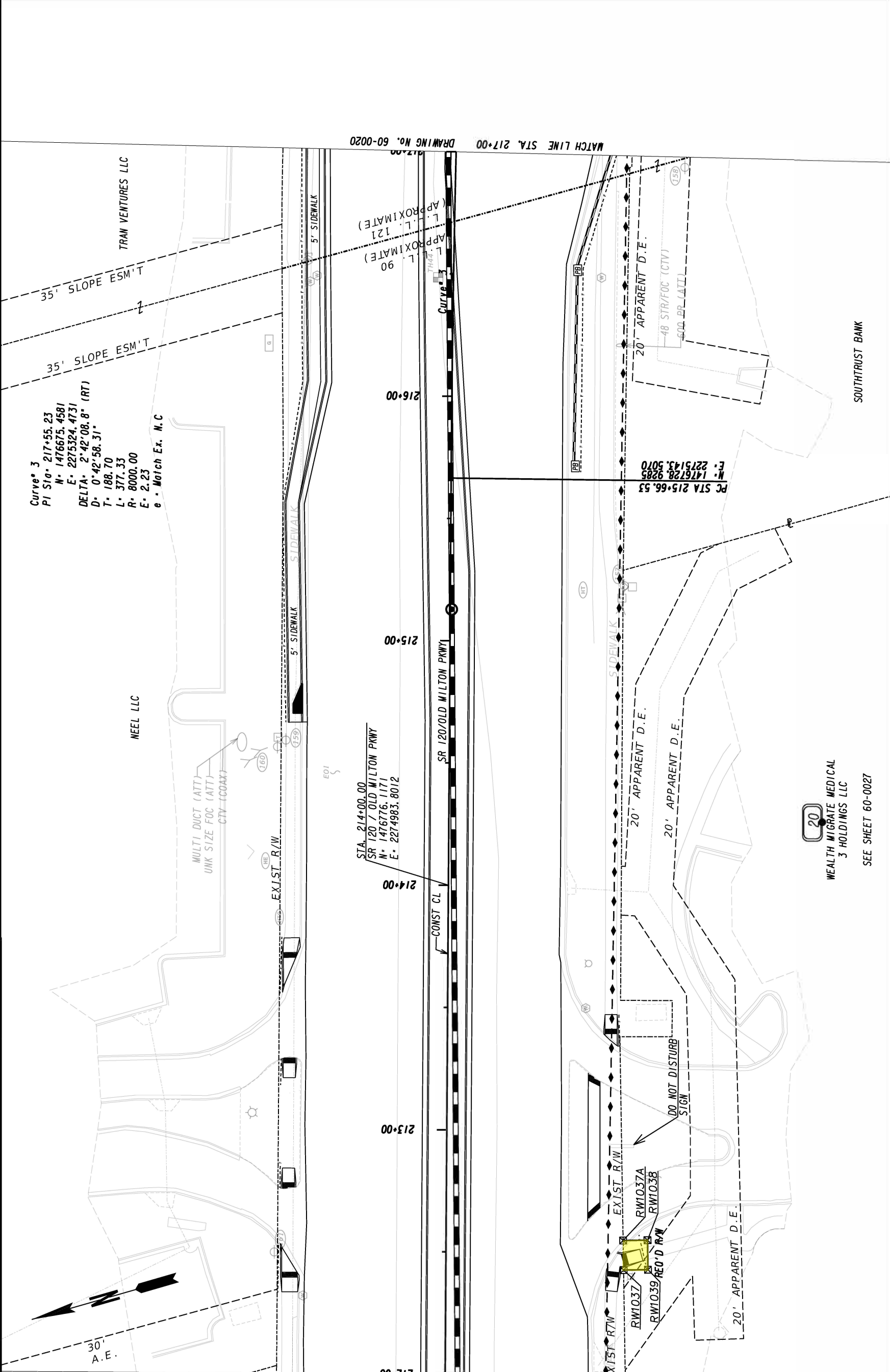
Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney

Exhibit A



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- -----F----- -----G----- -----H----- -----I----- -----J----- -----K----- -----L----- -----M----- -----N----- -----O----- -----P----- -----Q----- -----R----- -----S----- -----T----- -----U----- -----V----- -----W----- -----X----- -----Y----- -----Z-----	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W	0 20 40 80 SCALE IN FEET	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: 90, 121 LAND DISTRICT: 1ST DISTRICT GMD DATE 06/19/23 SH 19 OF 28
				5/3/24	ADDED "DO NOT DISTURB SIGN" ON PARCELS 20			
				5/3/24	UPDATED REQ'D R/W ON PARCEL 20			

16

LANDERT, LLC
SEE SHEET 60-001.4

PARCEL 16 - DE1024 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

951	69.153 R	188+27.10	OLD MILTON PKWY	
	64.022	S35.557°E		
13	101.219 R	188+82.52	OLD MILTON PKWY	
	9.483	S24.321°W		
RW1034	110.703 R	188+82.53	OLD MILTON PKWY	
	69.269	N28.757°W		
951	69.153 R	188+27.10	OLD MILTON PKWY	
	262.580 SF			
REQD R/W	= 0.006 ACRES			
REMAINDER	= +/- 1.040 ACRES			

17

WILLIAMS JOELLE F
WILLIAMS ANTHONY ALPHONSO
SEE SHEET 60-001.3 & 60-001.4

PARCEL 17 - DE1026 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

TE1026	68.085 L	188+69.90	OLD MILTON PKWY	
	47.455	N71.081°E		
RW1035	100.634 L	189+04.44	OLD MILTON PKWY	
ARC LENGTH	= 32.61			
CHORD BEAR	= S24.278°W			
LNTH CHORD	= 32.58			
RADIUS	= 224.02			
DEGREE	= 83.912°			
552	68.050 L	189+04.50	OLD MILTON PKWY	
	34.595	N65.556°W		
TE1026	68.085 L	188+69.90	OLD MILTON PKWY	
REQD R/W	= 576.501 SF			
REQD R/W	= 0.013 ACRES			
REMAINDER	= +/- 0.510 ACRES			

PARCEL 17 - DE1025 - EASM'T. FOR CONST. OF SLOPE				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

549	68.300 L	186+58.81	OLD MILTON PKWY	
	6.903	N72.536°E		
TE1024	72.906 L	186+63.95	OLD MILTON PKWY	
	210.840	S65.556°E		
TE1025	72.692 L	188+74.79	OLD MILTON PKWY	
	6.716	S71.081°W		
TE1026	68.085 L	188+69.90	OLD MILTON PKWY	
	211.094	N65.556°W		
549	68.300 L	186+58.81	OLD MILTON PKWY	
	972.818 SF			
REQD EASMT	= 0.022 ACRES			

18

PUWELL STEPHEN D
SEE SHEET 60-001.4

PARCEL 18 - DE1027 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

558	67.832 L	189+84.70	OLD MILTON PKWY	
ARC LENGTH	= 19.30			
CHORD BEAR	= N29.008°E			
LNTH CHORD	= 19.30			
RADIUS	= 203.66			
DEGREE	= 92.300°			
RW1036	87.064 L	189+86.25	OLD MILTON PKWY	
	26.370	S66.675°E		
564	87.552 L	190+12.62	OLD MILTON PKWY	
ARC LENGTH	= 21.34			
CHORD BEAR	= S2.287°W			
LNTH CHORD	= 21.34			
RADIUS	= 4.49E+11			
DEGREE	= 0.000°			
565	67.778 L	190+20.65	OLD MILTON PKWY	
	35.950	N65.529°W		
558	67.832 L	189+84.70	OLD MILTON PKWY	
REQD R/W	= 605.454 SF			
REQD R/W	= 0.014 ACRES			
REMAINDER	= +/- 0.396 ACRES			

19

MAZER COREY J
SEE SHEET 60-001.8

PARCEL 19 - DE1028 - EASM'T. FOR CONST. OF SLOPES				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

96	95.270 R	209+63.82	OLD MILTON PKWY	
	38.774	N70.461°E		
1012	72.549 R	209+95.24	OLD MILTON PKWY	
	162.758	S72.890°E		
151	74.634 R	211+58.15	OLD MILTON PKWY	
	5.557	S1.656°E		
TE1027	79.916 R	211+59.88	OLD MILTON PKWY	
	135.666	N73.026°W		
TE1028	78.523 R	210+24.0	OLD MILTON PKWY	
	27.193	S61.616°W		
TE1029	97.656 R	210+04.78	OLD MILTON PKWY	
	38.685	N85.065°W		
TE1030	105.301 R	209+66.80	OLD MILTON PKWY	
	10.464	N0.193°W		
96	95.270 R	209+63.89	OLD MILTON PKWY	
	1848.560 SF			
REQD EASMT	= 0.042 ACRES			

20

WEALTH MIGRATE MEDICAL 3 HOLDINGS LLC
SEE SHEET 60-001.9

PARCEL 20 - DE1029 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

RW1037	72.713 R	212+43.04	OLD MILTON PKWY	
	12.089	S74.836°E		
RW1037A	72.439 R	212+55.12	OLD MILTON PKWY	
	10.000	S15.164°W		
RW1038	82.437 R	212+55.35	OLD MILTON PKWY	
	12.089	N74.836°W		
RW1039	82.710 R	212+43.26	OLD MILTON PKWY	
	10.000	N15.164°E		
RW1037	72.713 R	212+43.04	OLD MILTON PKWY	
REQD R/W	= 120.888 SF			
REQD R/W	= 0.003 ACRES			
REMAINDER	= +/- 3.437 ACRES			

21

CLOCK TOWER INVESTMENTS LLC
SEE SHEET 60-002.0 & 60-002.1

PARCEL 21 - DE1030 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

658	72.131 L	220+83.34	OLD MILTON PKWY	
	10.952	N18.417°E		
655	83.081 L	220+83.20	OLD MILTON PKWY	
	144.516	S70.673°E		
RW1049	82.669 L	222+27.71	OLD MILTON PKWY	
	36.089	S56.332°E		
RW1050	73.630 L	222+62.65	OLD MILTON PKWY	
	179.317	N71.316°W		
658	72.131 L	22083.341	OLD MILTON PKWY	
REQD R/W	= 1627.830 SF			
REQD R/W	= 0.037 ACRES			
REMAINDER	= +/- 3.147 ACRES			

PARCEL 21 - DE1031 - EASM'T. FOR CONST. OF SLOPES				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

655	83.081 L	220+83.20	OLD MILTON PKWY	
	7.161	N18.920°E		
TE1031	90.242 L	220+83.17	OLD MILTON PKWY	
	144.151	S71.054°E		
TE1032	90.788 L	222+27.32	OLD MILTON PKWY	
	8.129	S16.372°W		
RW1049	82.669 L	222+27.71	OLD MILTON PKWY	
	144.516	N70.673°W		
655	83.081 L	220+83.20	OLD MILTON PKWY	
	1102.738 SF			
REQD EASMT	= 0.025 ACRES			

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- ———G———F—— ZZZZZ XXXXX	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA REQ'D LIMIT OF ACCESS REQ'D LIMIT OF ACCESS & R/W	DATE 3/11/24 5/3/24	REVISIONS OWNER'S NAME UPDATED FOR PARCELS 16 REVISED ROW DATA TABLE FOR PARCEL 20	DATE 	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO: 0017187 COUNTY: FULTON LAND LOT NO: LAND DISTRICT: GMD	DATE 06/19/23 SH 27 OF 28 60-0027
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DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$5,000.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.003 acres (120.888 square feet) of Fee Simple Right of Way

Owner(s):

Wealth Migrate Medical 3 Holdings, LLC

Other Potentially Interested Parties:

Capital One, National Association; Sawnee Electric Membership Corporation;
Joseph J. Muzio.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: February 10, 2025

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Old Milton Parkway Improvements - Parcel 21

Consideration of adoption of a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025001210537 (Parcel Owners: Clock Tower Investments, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a Resolution to authorize the use of eminent domain to acquire a property interest in Tax Parcel # 11 025001210537 (Parcel Owners: Clock Tower Investments, LLC) of the SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

The City of Alpharetta desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system in the city, and that it is necessary for the City to exercise its powers of eminent domain pursuant to acquire certain interests in property for the construction of the project.

The City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property.

Further, the City of Alpharetta, Georgia estimates \$8,700.00 as the just and adequate compensation to be paid for said property interests.

ALTERNATIVES:

Do not adopt this resolution and change the design of this improvement project.

ATTACHMENTS:

1. Resolution OMP Parcel 21



CITY OF ALPHARETTA

Old Milton Parkway Improvement Project (P.I. No.: 0017187)

Parcel 21

Tax Parcel ID No.: 11 025001210537

Condemnee: Clock Tower Investments, LLC

For City Council Review, Consideration, and Execution:

- (1) Resolution
- (2) Declaration of Taking
- (3) Order to Condemn



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, AUTHORIZING THE CITY ATTORNEY TO EXERCISE THE CITY'S POWERS OF EMINENT DOMAIN TO ACQUIRE CERTAIN INTERESTS IN PROPERTY SITUATED IN THE CITY OF ALPHARETTA, GEORGIA, FOR PUBLIC PURPOSES INCLUDING PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to the Georgia Constitution, the Official Code of Georgia Annotated § 32-3-1 et seq., and O.C.G.A. § 22-3-140, cities are authorized to acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia, desires to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road to serve as a part of the transportation system for the City of Alpharetta, Georgia; and

WHEREAS, the project for the construction and improvement of SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187) and being more fully shown on a map and drawing on file in the governmental offices of the City of Alpharetta located at 2 Park Plaza, Alpharetta, GA 30009; and

WHEREAS, the governing authority of the City of Alpharetta has determined that the circumstances of this matter are such that it is necessary for the City to exercise its powers of eminent domain pursuant to O.C.G.A. § 32-3-1 et seq. to acquire certain interests in property for the construction of the project.

WHEREAS, the property, easements, and other interests and rights necessary for the construction of said project are more particularly described in the Legal Description set out on Exhibit "A" which is attached hereto and incorporated herein by reference;

WHEREAS, the owner(s) of record for the property, easements, and other interests and rights to be acquired by the City is/are hereby identified as Clock Tower investments, LLC;

WHEREAS, the City desires to acquire fee simple right of way; a non-exclusive, perpetual easement; and/or a temporary construction easement in favor the City, its heirs, successors, invitees and assigns for the purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, installing, and use by the general public of a public road and related appurtenances (the "Project") over, across, under and through the Property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property").

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

- that the City Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. § 32-3-1 et seq. in the Fulton County Superior Court in order to condemn that Property and the interests therein as described above and on Exhibit "A" attached hereto and incorporated herein by reference, all to the use of the City, said

property being now or formerly vested in Clock Tower investments, LLC, its successors or assigns.

- **IT IS HEREBY FURTHER RESOLVED**, that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment.
- **IT IS HEREBY FURTHER RESOLVED**, that the Mayor of the City of Alpharetta may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and an Order of the governing authority of the City.

SO RESOLVED this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

Council Member Fergal M. Brady

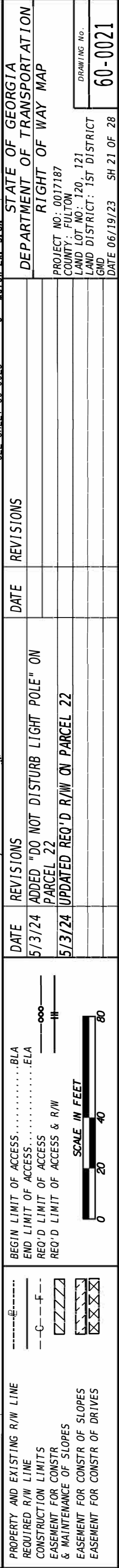
(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



16
LANDERT, LLC
SEE SHEET 60-001.4

PARCEL 16 - DE1024 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

951	69.153	R 188+27.10	OLD MILTON PKWY	
	64.022		S35.557°E	
13	101.219	R 188+82.52	OLD MILTON PKWY	
	9.483		S24.321°W	
RW1034	110.703	R 188+82.53	OLD MILTON PKWY	
	69.269		N28.757°W	
951	69.153	R 188+27.10	OLD MILTON PKWY	
	262.580	SF		
REQD R/W	= 0.006		ACRES	
REMAINDER	= +/- 1.040		ACRES	

17
WILLIAMS JOELLE F
WILLIAMS ANTHONY ALPHONSO
SEE SHEET 60-001.3 & 60-001.4

PARCEL 17 - DE1026 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

TE1026	68.085	L 188+69.90	OLD MILTON PKWY	
	47.455		N71.081°E	
RW1035	100.634	L 189+04.44	OLD MILTON PKWY	
ARC LENGTH	= 32.61			
CHORD BEAR	= S24.278°W			
LNTH CHORD	= 32.58			
RADIUS	= 224.02			
DEGREE	= 83.912°			
552	68.050	L 189+04.50	OLD MILTON PKWY	
	34.595		N65.556°W	
TE1026	68.085	L 188+69.90	OLD MILTON PKWY	
REQD R/W	= 576.501		SF	
REQD R/W	= 0.013		ACRES	
REMAINDER	= +/- 0.510		ACRES	

PARCEL 17 - DE1025 - EASM'T. FOR CONST. OF SLOPE				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

549	68.300	L 186+58.81	OLD MILTON PKWY	
	6.903		N72.536°E	
TE1024	72.906	L 186+63.95	OLD MILTON PKWY	
	210.840		S65.556°E	
TE1025	72.692	L 188+74.79	OLD MILTON PKWY	
	6.716		S71.081°W	
TE1026	68.085	L 188+69.90	OLD MILTON PKWY	
	211.094		N65.556°W	
549	68.300	L 186+58.81	OLD MILTON PKWY	
REQD EASMT	= 972.818		SF	
REQD EASMT	= 0.022		ACRES	

18
PURNELL STEPHEN D
SEE SHEET 60-001.4

PARCEL 18 - DE1027 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

558	67.832	L 189+84.70	OLD MILTON PKWY	
ARC LENGTH	= 19.30			
CHORD BEAR	= N29.008°E			
LNTH CHORD	= 19.30			
RADIUS	= 203.66			
DEGREE	= 92.300°			
RW1036	87.064	L 189+86.25	OLD MILTON PKWY	
	26.370		S66.675°E	
564	87.552	L 190+12.62	OLD MILTON PKWY	
ARC LENGTH	= 21.34			
CHORD BEAR	= S2.287°W			
LNTH CHORD	= 21.34			
RADIUS	= 4.49E+11			
DEGREE	= 0.000°			
565	67.778	L 190+20.65	OLD MILTON PKWY	
	35.950		N65.529°W	
558	67.832	L 189+84.70	OLD MILTON PKWY	
REQD R/W	= 605.454		SF	
REQD R/W	= 0.014		ACRES	
REMAINDER	= +/- 0.396		ACRES	

19
MAZER COREY J
SEE SHEET 60-001.8

PARCEL 19 - DE1028 - EASM'T. FOR CONST. OF SLOPES				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

96	95.270	R 209+63.82	OLD MILTON PKWY	
	38.774		N70.461°E	
1012	72.549	R 209+95.24	OLD MILTON PKWY	
	162.758		S72.890°E	
151	74.634	R 211+58.15	OLD MILTON PKWY	
	5.557		S1.656°E	
TE1027	79.916	R 211+59.88	OLD MILTON PKWY	
	135.666		N73.026°W	
TE1028	78.523	R 210+24.0	OLD MILTON PKWY	
	27.193		S61.616°W	
TE1029	97.656	R 210+04.78	OLD MILTON PKWY	
	38.685		N85.065°W	
TE1030	105.301	R 209+66.80	OLD MILTON PKWY	
	10.464		N0.193°W	
96	95.270	R 209+63.89	OLD MILTON PKWY	
REQD EASMT	= 1848.560		SF	
REQD EASMT	= 0.042		ACRES	

20

WEALTH MIGRATE MEDICAL 3 HOLDINGS LLC
SEE SHEET 60-001.9

PARCEL 20 - DE1029 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

RW1037	72.713	R 212+43.04	OLD MILTON PKWY	
	12.089		S74.836°E	
RW1037A	72.439	R 212+55.12	OLD MILTON PKWY	
	10.000		S15.164°W	
RW1038	82.437	R 212+55.35	OLD MILTON PKWY	
	12.089		N74.836°W	
RW1039	82.710	R 212+43.26	OLD MILTON PKWY	
	10.000		N15.164°E	
RW1037	72.713	R 212+43.04	OLD MILTON PKWY	
REQD R/W	= 120.888		SF	
REQD R/W	= 0.003		ACRES	
REMAINDER	= +/- 3.437		ACRES	

21

CLOCK TOWER INVESTMENTS LLC
SEE SHEET 60-002.0 & 60-002.1

PARCEL 21 - DE1030 - REQ'D R/W				

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	

658	72.131	L 220+83.34	OLD MILTON PKWY	
	10.952		N18.417°E	
655	83.081	L 220+83.20	OLD MILTON PKWY	
	144.516		S70.673°E	
RW1049	82.669	L 222+27.71	OLD MILTON PKWY	
	36.089		S56.332°E	
RW1050	73.630	L 222+62.65	OLD MILTON PKWY	
	179.317		N71.316°W	
658	72.131	L 22083.341	OLD MILTON PKWY	
REQD R/W	= 1627.830		SF	
REQD R/W	= 0.037		ACRES	
REMAINDER	= +/- 3.147		ACRES	

PARCEL 21 - DE1031 - EASMT. FOR CONST. OF SLOPES				

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W

0 20 40 80
SCALE IN FEET

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

DATE
3/11/24
5/3/24

REVISIONS
OWNER'S NAME UPDATED FOR PARCELS 16
REVISED ROW DATA TABLE FOR PARCEL 20

DATE
3/11/24
5/3/24

REVISIONS

PROJECT NO: 0017187
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD

DATE 06/19/23 SH 27 OF 28

60-0027



DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the state of Georgia, by and through its Mayor and City Council, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in the Order to Condemn contained in and/or relating to said Resolution, a certified copy/duplicate original of which is attached to this Declaration, as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 et seq.; and

WHEREAS, said interests in the subject property are for public purposes upon, across, and over the tract of land in said city, as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser, upon which the City estimates the sum of money to be deposited into the Court as just and adequate compensation for the interests in the subject property referred above. A copy of the appraiser's sworn statement, is attached hereto, as Appendix C to Exhibit "A" and made a part hereof; and

WHEREAS, in consequence of the sworn statement, the City of Alpharetta, Georgia estimates \$79,300.00 as the just and adequate compensation to be paid for said interests in the subject property as fully described in Appendix B to Exhibit "A" attached hereto and made a part hereof; and now deposits said sum in the Court to the use of the persons entitled thereto.

WHEREAS, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 et seq. and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CONTINUED FROM PREVIOUS PAGE]

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney



**ORDER OF THE CITY OF ALPHARETTA, GEORGIA TO CONDEMN
PROPERTY IN CONNECTION WITH THE SR120/OLD MILTON PARKWAY
IMPROVEMENT PROJECT (P.I. NO.: 0017187)**

WHEREAS, the City of Alpharetta, Georgia, a municipal corporation formed under the laws of the State of Georgia (the "City"), has laid out and determined to construct and improve SR120/Old Milton Parkway from North Point Parkway to Kimball Bridge Road for the City; the project being known and designated as the Old Milton Parkway Improvement Project (P.I. No.: 0017187); and being more fully shown on a map and drawing on file in the government office of the City located at 2 Park Plaza, Alpharetta, Georgia 30009; and

WHEREAS, in order to maintain the projected schedule of construction for the City, it is necessary that the tract of property, easements and/or other interests and rights for the construction of said project be acquired without delay; and

WHEREAS, the tract of property, easements and/or other rights as herein described and, as listed below, shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation), incorporated herein by reference and made a part of this Order, are essential for the construction of said project:

Property/Rights:

0.037 acres (1,627.830 square feet) of Fee Simple Right of Way; and,
0.025 acres (1,102.738 square feet) of Temporary Construction Easement

Owner(s):

Clock Tower investments, LLC

Other Potentially Interested Parties:

Glenworth Life Insurance Company; Mex-Pizza Investments, LLC; Sawnee
Electric Membership Corporation

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Alpharetta City Council that the circumstances are such that it is necessary that the property, easements and other rights as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 et seq. for public road purposes or other transportation purposes.

IT IS ORDERED that the City of Alpharetta, Georgia proceed to acquire the title, estate or interest in the lands hereinafter described in the appendices and annexes to this Order by condemnation under the provisions of said Code, and the City Attorney, or her designee(s), is authorized and directed to file the condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of the law.

SO ORDERED by the Mayor and City Council of Alpharetta, Georgia this _____ day of _____, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

City Attorney