



CITY COUNCIL MEETING & PUBLIC HEARING OCTOBER 6, 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. **Proclamation: National Arts and Humanities Month - ACT1 Theater 30 Year Anniversary**
5. **WORK SESSION ITEMS**
 - A. **Alpha Loop Bridge Mural 3 at Rainwater Drive**
City Council review and discussion of the proposed Alpha Loop Bridge Mural 3 - Rainwater Location, presented by Arts Alpharetta.
6. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 9/22/2025)**
Consideration and approval of the City Council meeting minutes from the meeting of September 22, 2025.
 - B. **Consent Order and Final Judgment: Webb Bridge Road Improvements Project - Parcel 18**
Consideration and approval of a Final Order and Judgment in the total amount of \$25,255 for Tax Parcel No. 21-5590-1239-056-4 / Parcel 18 of the Webb Bridge Road Bike & Pedestrian Improvements Project (Property Owners: Windward Community Services Association, Inc.; Georgia Power Company; Hon. Arthur E. Ferdinand, Tax Commissioner; Hon. Kenya M. Johnson, Probate Judge) and with authorization for the Mayor to execute all necessary documents.
7. **PUBLIC HEARING**
 - A. **V-25-23 Timofeeva/145 Pebble Trail**
WITHDRAWN: This application has been withdrawn by the applicant and will not be presented to or considered by the City Council.
Consideration of a variance request to allow for a swimming pool replacement on a residential lot without triggering certain stormwater requirements. A variance is requested from Unified Development Code (UDC) Subsection 3.3.1(C) seeking relief from a requirement in the Alpharetta Stormwater Policy Handbook (ASPH) related to impervious area calculations being cumulative over a two (2) year period on a property. The property is located at 145 Pebble Trail and is legally described as being located in Land Lot 1180, 2nd District, 2nd Section, Fulton County, Georgia.
8. **NEW BUSINESS**
 - A. **Invitation To Bid 26-004: Traffic Signal Upgrade at Kimball Bridge Road and Northwinds Parkway**
Consideration and approval of the award of a contract for ITB 26-004 to GTG Traffic Signals LLC for the complete construction of the traffic signal upgrade at the intersection of Kimball Bridge Road and Northwinds Parkway in an amount not to exceed \$237,965.00 and with authorization for the Mayor to execute all necessary documents.
 - B. **Contract Amendment and Purchase Approval: Stormwater Repair Contract 24-122 and Fiscal Year 2026 Task Order #1**
Consideration and approval of an amendment to contract # 24-122, Stormwater Repair Unit Price Contract for CSTE, Inc. and allocate \$500,000.00 to complete multiple stormwater infrastructure

maintenance repairs for Fiscal Year 2026 Task Order 1 and authorize the Mayor to execute all necessary documents.

C. Purchase Approval: Police Taser Replacements

Consideration and approval of the purchase of and the award of a contract to Axon Enterprise, Inc. for replacement tasers, associated equipment, advanced training, and extended warranty through the Axon Taser 10 Certification Program, at a total cost of \$810,912 over a five-year term (FY 2026–FY 2030), and with authorization for the Mayor to execute all necessary documents.

D. Purchase Approval: Operational Readiness for Police Officers Training

Consideration and approval to purchase the Operational Readiness for Police Officers - Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions training program through the University of North Georgia (in partnership with ZSchool) in the amount of \$59,400.00 and with authorization for the Mayor to execute all necessary documents.

E. Resolution: True North 400 Community Improvement District Expansion

Consideration and adoption of a resolution consenting to the expansion of the True North 400 Community Improvement District.

9. PUBLIC COMMENT

10. REPORTS

11. EXECUTIVE SESSION (IF NECESSARY)

12. ADJOURNMENT



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

“ACT1 THEATRE – 30 YEAR ANNIVERSARY DURING NATIONAL ARTS AND HUMANITIES MONTH”

- WHEREAS:** The month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, and by the White House and Congress for more than two decades; and
- WHEREAS:** The nonprofit and for-profit arts and humanities industries work to promote, protect, and support the growth of culture and heritage within the City of Alpharetta; and
- WHEREAS:** This year marks the 30th anniversary of the founding of the ACT1 Theater, which was first created by the Alpharetta Presbyterian Church as a theater ministry and founded by Moira Thornett in 1995; and
- WHEREAS:** ACT1 Theater is an all-volunteer outreach and program of Alpharetta Presbyterian Church that produces high-quality, entertaining theatrical experiences and drama education, and it is the longest continuously operating community theater in Alpharetta, with casts, crews, and audiences coming from all over the Metro Atlanta area to create and enjoy productions each year; and
- WHEREAS:** ACT1 Theater has partnered with the City for eight years to produce additional shows outside its mainstage, including Shakespeare in Wills Park and other performance events at the Alpharetta Arts Center, Brooke Street Park, and has also supported Downtown Alpharetta festivals. ACT 1 Theater and the City work together to find a home for the Theater’s costume inventory, and the City also connects other community theaters with ACT1 Theater to loan its costumes when needed; and
- WHEREAS:** This year, the ACT1 Theater and Alpharetta Presbyterian Church supported and funded the establishment of a new independent community theater company, Arcadia Theater, which performs at the City’s newest venue, the Spotlight Stage, and other places around town.
- NOW THEREFORE:** We, the Mayor and Council of the City of Alpharetta, Georgia, do hereby declare October 2025 as Arts and Humanities Month and recognize and celebrate the 30-year contribution of ACT1 Theater and its support by the Alpharetta Presbyterian Church. We encourage all members of the community to celebrate, promote, support, and participate in the arts and culture throughout Alpharetta.
- SO PROCLAIMED:** This 6th day of October 2025, by the Mayor and City Council of the City of Alpharetta, Georgia.

Dan Merkel
Mayor Pro Tem for the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta
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STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: October 6, 2025

AGENDA ITEM:

Alpha Loop Bridge Mural 3 at Rainwater Drive

City Council review and discussion of the proposed Alpha Loop Bridge Mural 3 - Rainwater Location, presented by Arts Alpharetta.

STAFF RECOMMENDATION:

This item is for work session purposes only. This item will not be voted upon.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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ITEM DESCRIPTION:

Background:

The applicant is Arts Alpharetta, partnered with the City of Alpharetta and the Alpha Loop Foundation.

Arts Alpharetta is a non-profit dedicated to sharing the joy and wonderment of the Arts through offering opportunities for artists and their work, strategic local partnerships, and our innovative and educational arts center.

The Alpha Loop Foundation deeply believes in the vision and value of the Alpha Loop and are dedicated to sharing our passion with others and raising funds to help bring the full Alpha Loop vision to life as quickly as possible and also connecting the walk and art on the Alpha Loop.

Arts Alpharetta has raised funds to donate to the Alpha Loop Foundation to pay the artist for the third bridge mural along the Alpha Loop. The City of Alpharetta Cultural Services placed a call for artists and the Alpha Loop Foundation approved the artist as proposed in this application.

The City of Alpharetta Recreation, Parks and Cultural Services has supplies allocated in the operating budget for the mural (pressure washing, paints consisting of non-slip grip paint and anti-graffiti paint, paint brushes, and signs for logistics). The city expenditure will be \$2,500 for the mural.

The mural will be added to the Public Art Walk on the Story Map with an artist plaque sharing the artist's title and story of the mural. The City of Alpharetta will add the mural onto the city's public art maintenance plan.

Public Art Review Committee Recommendation:

The selected Artist Serenity Kraus - <https://www.serenitykraus.com>

In September 2025, the Public Art Review Committee reviewed Bridge Mural 3 at the Rainwater location.

ALTERNATIVES:

ATTACHMENTS:

1. Alpha Loop Bridge Mural 3 Public Art Application
2. Resume Artist Serenity Kraus
3. Alpha Loop Bridge Murals 3 Public Art Review
4. Alpha Loop Bridge Mural 3 Presentation
5. Alpha Loop Bridge Mural 3 Maintenance Plan



2024 Public Art Application

Applicant Contact Name: Arts Alpharetta/Nancy Murphy

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

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

Phone Number: 404-834-1147 Email: nancyjmurphy@att.net

Public Art (Choose One): Mural Sculpture Memorial Community Art
Integrated Architectural Landscape Architectural Work

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

Artist Name: Serenity Kraus or Naomi Garcia

Artist Contact (Website/ Email/Phone/Resume): serenitykraus@gmail.com; www.serenitykraus.com; 404-713-7696/ naomigarcia.com; naomigarciaart@gmail.com; 4049321117

Maintenance Plan Enclosed: ☒ YES NO

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

Proposed Public Art Location Address: Alpha Loop off Westside Parkway - Rainwater Bridge

Location Photos Enclosed: ☒ YES NO

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

Describe the surroundings and how it fits the proposed location: This bridge mural is part of the Alpha Loop behind Rainwater and Village Tavern. It is surrounded by wooded areas and between the Alpha Loop Tunnel and sculpture Liquid Sunshine.

Owner of Property: City of Alpharetta/Alpha Loop Foundation

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

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

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

Phone Number: 6782976078 Email: kzane@alpharetta.ga.us

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

kzmanning@alpharetta.ga.us

☒ Public Art Application (Page 1 Completed)

☒ (3) Images of Proposed Public Art

☒ Maintenance Plan

☒ Location Photos of Proposed Public Art

Letter of Permission from Property Owner to Install Public Art Piece

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



PAGE (2) STAFF TO COMPLETE

Public Art Review Committee Criteria & Discussion:

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

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

Additional Comments: Reference Public Art Review 09?2025

Public Art Review Committee Recommendations:

X **Approved as Proposed**

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

 Approved with Minor Modifications / No Further Review Required

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

 Approved with Modifications / Further Review Committee Discussion Required

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

 Declined / Request for New Proposal / Further Discussion Optional

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

Alpharetta Cultural Arts Commission Final Monthly Review:

Added to Agenda: 09/205 Commission Review Date: 09/23/2025

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



Motion Designer Animator

SOFTWARE SKILLSPROFESSIONAL EXPERIENCE

- After Effects
- Photoshop
- Illustrator
- Storyboard Pro
- Media Encoder
- Maya
- Callipeg
- Premiere Pro
- ToonBoom Harmony

EDUCATION

2019-2022
Kennesaw State University
Digital Animation BFA

2022
Master Motion Design Online Course

2022
Motion Practice with Ben Marriot Online Course



ORGANIZATIONS EXHIBITIONS

2024
Women in Animation Mentorship

SERENITY KRAUS

PHONE

+4047137696

EMAIL

serenitykraus@gmail.com

WEBSITE

www.serenitykraus.com

ABOUT ME

I am a motion designer/muralist based in North Georgia . I am inspired by dreamy pastel color palettes and love working with vectors and traditional mediums.

2014-Present

Freelance Artist

Freelance painting commissions based on desire and need of client.
Discuss project direction with client. Provide roughs and in process works for approval. Deliver on deadline.

2024

Muralist

Created Women's History Month mural concept in Photoshop/Procreate to highlight women in animation. Transferred design onto 8x4 feet wooden panel board. Hand painted. Delivered to Brook Run Skate Park in Dunwoody,Ga for month long display.

2015 - 2019

Part Time Lead/Sales Associate/ Key Holder

Converse | North Georgia Premium Outlets

Served as leadership for sales associates by assigning objectives throughout their shifts.Opened the store. Counted money and handled paperwork. Provided customer service by giving product knowledge,suggesting shoe styles, and recommending outfits.

2023

Bowen City of the Arts

"Rangito",12x16 ,Acrylic, Dawsonville, Ga 30534



Public Art Review 09_2025

Review Committee:

Arts Alpharetta - Shelton Cochran, Thomas Nolf, Ben Hollinsworth, & Liz Alzona

Applicant(s) In Attendance:

Arts Alpharetta Applicant- Nancy Murphy

Public Art Pieces

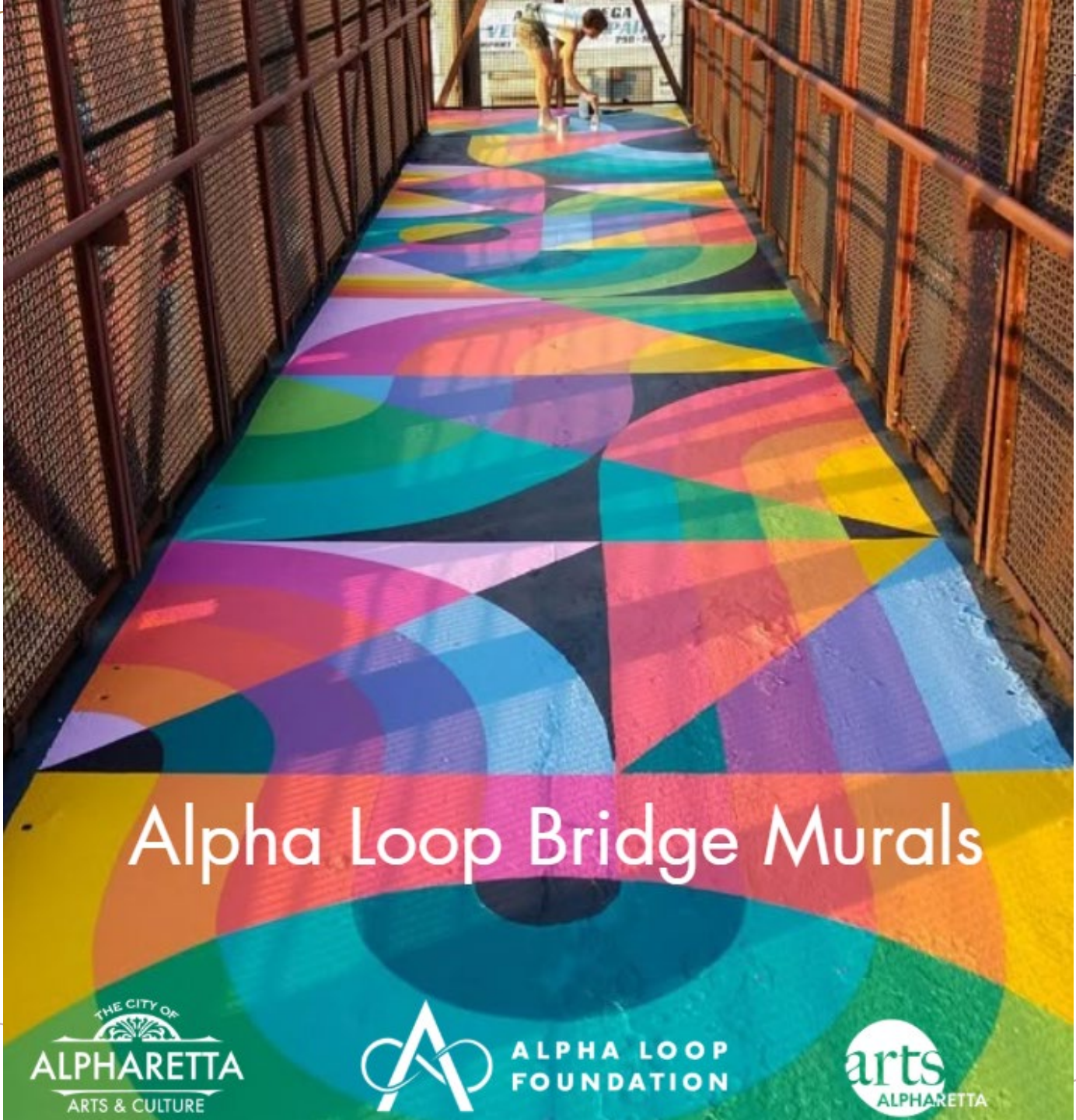
Alpha Loop Bridge Murals 3 / Rainwater Location

Comments & Recommendations:

- 1- The partnership is between the Arts Alpharetta, Alpha Loop Foundation and City of Alpharetta.
- 2- Rainwater Location (reference images in PowerPoint)
- 3- Artist Serenity Kraus / www.serenitykraus.com
- 4- How will the artist paint the mural so the Alpha Loop can be accessible for the public.
 - a. Paint ½ of mural (length) and then second half of mural
 - b. Notify the departments that the Alpha Loop will not be assessable by golf carts or gators due to the size of these vehicles taking up the full width of the bridge
- 5- The applicant submitted the artist's resume and visuals.
- 6- Instagram signatures should be made smaller and at bottom of mural.
- 7- Nature theme fits the nature location on the Alpha Loop.
- 8- Love the contrast and vibrant colors. The location is conducive for bright colors as it is near businesses and not homes. Perfect location.
- 9- Rainwater Location is a reference to the closest street name and a reference to Sue Rainwater, Alpharetta City Clerk for 30+ years. The flowers would be a nod to her as she liked flowers.
- 10- The city will apply an anti-graffiti paint with non-slick grip.
- 11- Artists can begin work as soon as it's approved and will be completed by the end of October weather permitting.

Public Art Review Committee Recommendations:

Approved as Proposed



Alpha Loop Bridge Murals

Serenity Kraus Bridge Mural 3 - *Neon Garden*



Serenity Kraus

Serenity Kraus is a visual artist based in North Georgia. She earned her degree in Digital Animation from Kennesaw State University and brings a strong foundation in design and storytelling to her work. She moves fluidly between traditional and digital mediums, blending technique with intuition. Her current focus lies in large-scale mural projects, where she brings immersive and uplifting visions to life on a grand scale.

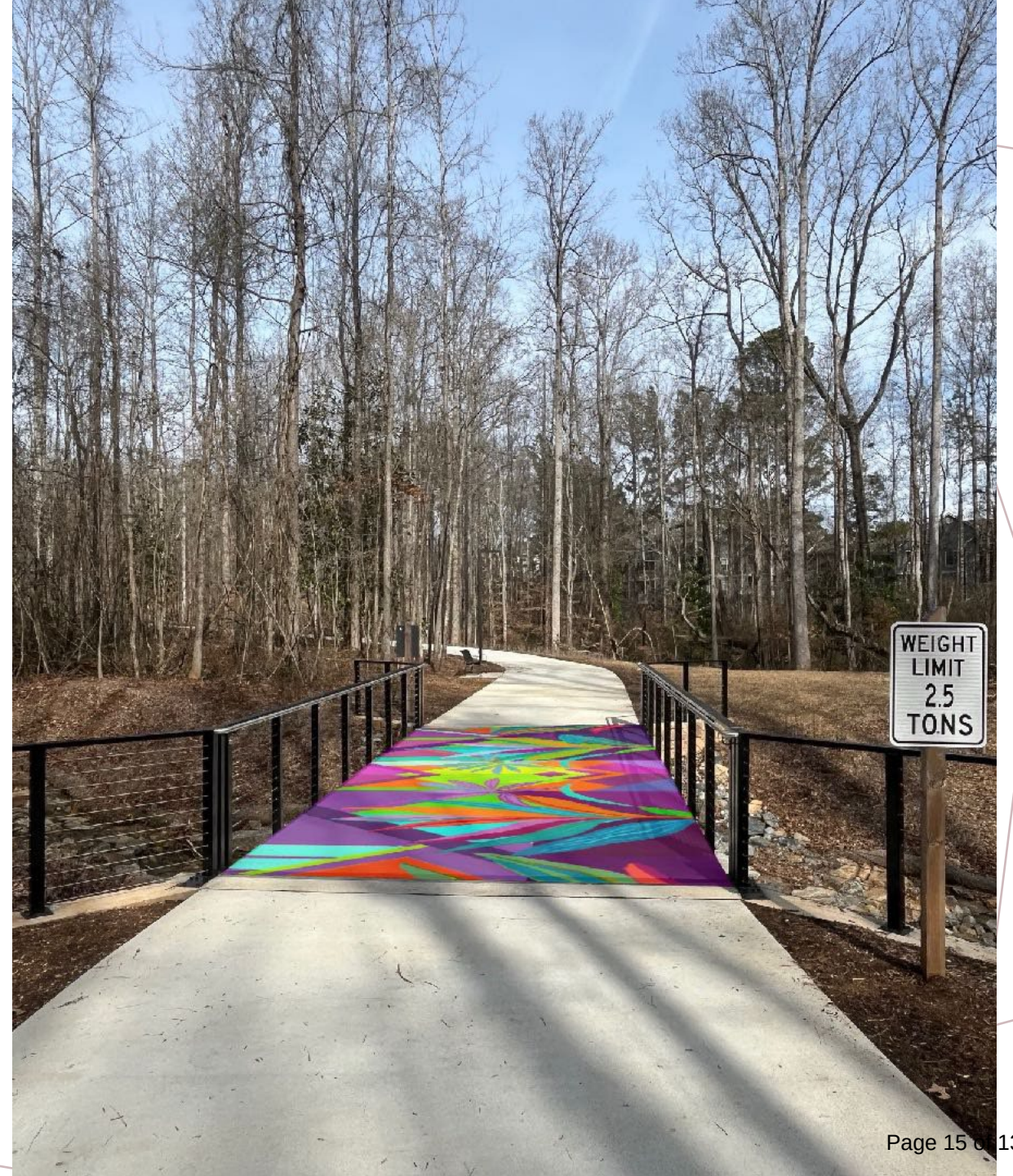
Artist Statement

My design celebrates the beauty of unexpected harmony. Inspired by the natural elegance of tropical plants and flowers, this piece blends organic forms with bold, abstract geometry to create a visual rhythm that feels both structured and spontaneous. The bright, layered hues radiate energy and optimism. This work invites viewers to pause and engage—to find delight in the contrast between sharp angles and soft petals, and to consider how serendipitous encounters can bloom into something meaningful. As a local artist, I was inspired to contribute to this project as a way to transform a passive, often overlooked bridge into a vibrant, engaging space—one that invites reflection, sparks curiosity, and brings a renewed sense of joy to the everyday experience.

Alpha Loop Bridge Mural 3 Rainwater



Alpha Loop Bridge Mural 3 Rainwater



Samples of Serenity's Murals









Serenity Kraus – Alpha Loop Bridge Mural 3 Rainwater

Schedule, Materials and Maintenance Plan for Rainwater Bridge Mural

1. Schedule

The painting schedule for the mural is planned over a four-week period. Work is expected to begin in early October, allowing for flexibility in case of extreme weather delays. Barring any significant interruptions, the mural is projected to be completed no later than November 1st.

2. Materials and Protective Coatings

- Paint: High-quality exterior-grade acrylic paint (Sherwin Williams SuperPaint low sheen)
- Surface Preparation: All surfaces are power washed
- Clear Coat Protection: A UV-protective, anti-graffiti varnish (such as UV Clearcoat Vandlguard) will be applied upon completion to safeguard against sun damage, moisture, and vandalism.
- *****PENDING City of Alpharetta's specified product for anti-slip surface.**

Rainwater Bridge Paint List (Sherwin Williams)

Clematis 6831(1 quart)

Fabulous Grape 6293(1 quart)

Dynamo 6841(1quart)

Exuberant Pink 6840 (1quart)

Gulfstream 6768 (1quart)

Radiant Lilac 0074 (1 quart)

Electric Lime 6921 (1 quart)

Humorous Green 6918 (1 quart)

Jargon Jade 6753(1 quart)

Dewberry 6552 (1 quart)

Kimono Violet 6839 (1 quart)

Knockout Orange 6885 (1 quart)

Ionian 6754 (1 quart)

Larchmere 6752 (1 quart)

Obstinate Orange 6884 (1 quart)

Clear Coat Anti-Graffiti Protection:

*****PENDING City of Alpharetta's specified product for anti-slip surface.**

VandIGuard One Non-Sacrificial Anti-Graffiti Coating (5 Gallon container for mural to receive 2 coats)

3. Routine Inspection

- Frequency: Twice annually (Spring and Fall) within the first year and then once a year for 5 years
- Check for signs of fading or peeling.
- Inspect for dirt buildup, or graffiti.

Re-apply 2 coats of clear UV-protective, anti-graffiti varnish every 10 - 12 years or as needed.

Clean with water and a soft brush or very light pressure washing if needed. Do not use solvent-based cleaners or bleach and avoid abrasive scrubbers.



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: October 6, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 9/22/2025)

Consideration and approval of the City Council meeting minutes from the meeting of September 22, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of September 22, 2025.

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:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on September 22, 2025.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 9.22.2025



City Council Meeting & Public Hearing
SEPTEMBER 22, 2025
UNOFFICIAL MINUTES
Office of the City Clerk

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

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

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

• **Council Members Present**

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- John Hipes
- Fergal M. Brady
- Douglas J. DeRito

• **Council Members Absent**

- Donald F. Mitchell

• **Staff**

- Chris Lagerbloom, City Administrator
- John Robison, Assistant City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Charlie Jewell, Director of Economic Development

- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Trent Lindgren, Police Chief
- Deanna McKay, Communication & Engagement Manager
- George Doyle, Transportation Planner
- Phillip Seabolt, Fire Administrative Chief

3. PLEDGE TO THE FLAG

4. WORK SESSION ITEMS

A. Wills Park Update Prior to Construction

City Council review and discussion of the construction and improvement plans for Wills Park.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present an overview of the new Wacky World Playground 2.0 planning to go under construction in the next few weeks.
- Additionally, about 50 trees will be removed from the playground footprint, however, only 3 specimen trees will be removed.
- Director Rodgers also shared that there will be extreme updates to the restroom in Wills Park, improved drainage, and fencing at Waggy World Dog Park.

CITY COUNCIL DISCUSSION

- Council Member DeRito asked about the communication plan for construction and park closures.
- Council Member Brady asked about the construction timeline.
 - Director Rodgers shared that the last day to play will be on Sunday, September 28th and the goal is to have the playground built and opened in May of 2026.

B. Wills Park Equestrian Center Update

City Council review and discussion of the planned improvements for the Wills Park Equestrian Center.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present an overview of the future updates of the Wills Park Equestrian Center and tree removal necessary to complete the future improvements.

CITY COUNCIL DISCUSSION

- Council Member Brady asked about the memorial trees for families who have plaques near the Equestrian Center parking.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 9/8/2025)

Consideration of approval of the City Council meeting minutes from the meeting of September 8, 2025.

B. Ratification of a New National Opioid Settlement

Consideration of council ratification of the settlement opt-in for a New National Opioid Settlements with Secondary Manufacturers Settlements and with authorization for the Mayor to execute all necessary documents.

C. Financial Management Report (Month Ending July 31, 2025)

Consideration of approval of the Financial Management Report for the month ending July 31, 2025.

D. Consent Order and Final Judgment: Cumming Street - Parcel 9

Consideration and approval of the ratification of a Final Order and Judgment in the amount of \$43,000 for Tax Parcel No. 22 498212540108 / Parcel 9 of the Cumming Street Project (Parcel Owner: Richard Skuse and Ashleigh Skuse).

E. Public Access Easement Agreement: Dogwood Square

Consideration of approval of acceptance of a Public Access Easement Agreement between CSHF of Georgia, Inc., Dogwood Square, and the City of Alpharetta for a future Alpha Loop connection across Janis Lane to Old Milton Parkway and with authorization for the Mayor to execute all necessary documents.

❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda.

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

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

- City Attorney, Molly Esswein, announced the public hearing procedures.

B. CU-25-14 Image Studios – Windward MP Pod 4

Consideration of a conditional use to allow 'Spa Services' for Image Studios. The property is located at 3070 Windward Plaza and is legally described as being located in Land Lots 1048, 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia.

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

- The applicant, Dele Oladeji, is requesting a conditional use to allow 'Spa Services' businesses to operate in Image Studios which will occupy a 8,304 square foot suite in the Terraces at Windward shopping center. Image Studios leases suites to a variety of beauty, health, and wellness personal services providers. The applicant requests the following 'Spa Services': massage, waxing/sugaring/laser hair removal, spray tanning, body treatment, body wrap/scrub, body contouring, lymphatic drainage, acupuncture, facials, hydrotherapy, cool sculpting, and cellulite removal. The subject property is located at 3070 Windward Plaza, Suite T & U.
- This item was considered at the September 4, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).
- Staff recommends approval of CU-25-14 Image Studios – Windward Master Plan Pod 4, subject to the following conditions:
 1. 'Spa Services' shall be added as a conditional use at 3070 Windward Plaza, Suite T & U and limited to no more than 4,000 square feet.
 2. Conditional use approval shall be limited to Image Studios.
 3. 'Spa Services' shall be limited to massage, waxing/sugaring/laser hair removal, spray tanning, body treatment, body wrap/scrub, body contouring, lymphatic drainage, acupuncture, facials, hydrotherapy, cool sculpting, and cellulite removal services.
 4. Hours of operation shall be Monday – Sunday 8:00 AM – 9:00 PM.
 5. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.
- The property is zoned CUP (Community Unit Plan), subject to the Windward Master Plan Pod 4, which is designated Commercial. 'Spa Services' was previously added to Pod 4 with the approval of a master plan amendment and conditional use for Hanna Day Spa in 2013. That business has since vacated the premises. All surrounding properties are zoned CUP subject to the Windward Master Plan. Travelers Insurance office building is located to the north, Activate Games and a small retail building are located to the west, Hilton Garden Inn and three (3) office buildings are located to the south, and the former Wells Fargo is located to the east. The comprehensive land use plan designation of the property is 'Commercial', which supports the applicant's request.
- Terraces at Windward shopping center is an 8-acre property developed with a one (1) story, 64,000 square foot retail strip center with two (2) retail outbuildings. A variety of businesses operate in the retail center, including Mellow Mushroom, J.Christopher's, The UPS Store, Helium Comedy Club, Activate Games, and Firefly to name a few. The applicant's business is located in Suites T & U of the shopping center.
- Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as, "A business that provides services, which may include non-medical massage, other personal services

such as skin, nail, hair treatments, and hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.” The use is allowed as a permitted use in the LI (Light Industrial) zoning district and as a conditional use in the CUP, O-I (Office-Institutional), O-P (Office-Professional), C-1 (Neighborhood Commercial), C-2 (General Commercial), PSC (Planned Shopping Center), and MU (Mixed Use) zoning districts.

- Image Studios leases suites to cosmetologists, hair stylists, estheticians, and other similar personal service providers. The business will have 40 suites for lease. The zoning of the property and underlying master plan allow Image Studios to offer a variety of beauty, health, and wellness personal services that do not require a customer to disrobe. The applicant requests a conditional use to allow ‘Spa Services’ for the following services: massage, waxing/sugaring/laser hair removal, spray tanning, body treatment, body wrap/scrub, body contouring, lymphatic drainage, acupuncture, facials, hydrotherapy, cool sculpting, and cellulite removal.
- Hours of operation for the business are Monday – Sunday 8:00 AM – 9:00 PM.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500’ were contacted regarding the applicant’s intent. The report states that no comments were received. The applicant provided several letters of support, including from existing tenants operating in the Terraces at Windward shopping center.
- The Community Zoning Information Meeting was held on August 13, 2025. There was one (1) sign-in on the public comment sheet from the owner of Marble Nail Salon & Spa listing the services offered by that business.
- Staff has reviewed the applicant’s proposal against the review criteria for a conditional use. The use would be compatible with the surrounding uses and other locations for this business, which are similarly situated in retail corridors and shopping centers. The proposed use would complement the beauty services offered at the applicant’s business. If approved, conditions should be established that regulate and limit an expansion of services and signage.
- The applicant, Dele Oladeji (6100 Willoughby Drive), came forward to speak on behalf of this application.

CITY COUNCIL DISCUSSION:

- Council Member Hipes asked about types of services provided, who manages the space, and the types of licenses required for each tenant.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve CU-25-14 Image Studios – Windward MP Pod 4, subject to the following conditions:

1. 'Spa Services' shall be added as a conditional use at 3070 Windward Plaza, Suite T & U and limited to no more than 4,000 square feet.
 2. Conditional use approval shall be limited to Image Studios.
 3. 'Spa Services' shall be limited to massage, waxing/sugaring/laser hair removal, spray tanning, body treatment, body wrap/scrub, body contouring, lymphatic drainage, acupuncture, facials, hydrotherapy, cool sculpting, and cellulite removal services.
 4. Hours of operation shall be Monday – Sunday 8:00 AM – 9:00 PM.
 5. Window signage shall be limited to no more than 10% of the window area and window area shall not be covered or blacked out. No lighted window trim.
- Council Member DeRito seconded the motion.
 - The motion was approved (4-1, with Council Member Hipes in opposition).

C. PH-25-14 Spirit of God Church – Change of Condition

Consideration of changes to conditions of zoning related to Spirit of God Church. The requested changes to conditions of zoning related to site layout, building design, retaining walls, tree removal, and stormwater. The property is located at 1200 Upper Hembree Road and is legally described as being located in Land Lots 552 & 553, 1st District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, Pastor Randall Knighton, is requesting changes to conditions of zoning related to a conditional use approved to allow a 'Church, Synagogue' for Spirit of God Christian Church on a 2.92-acres. The applicant requests changes to conditions related to site layout, building design, retaining walls, and tree removal. The subject property is located at 1200 Upper Hembree Road at the northeast corner of Upper Hembree Road and Harris Road
- Staff recommends approval of PH-25-14 Spirit of God Church – Change of Condition, subject to the following conditions related to CU-20-03/V-20-10 Spirit of God Church/1200 Upper Hembree Road (Original 2020 conditions are included below with amended conditions depicted in RED):
 1. 'Church, Synagogue' shall be a permitted use at 1200 Upper Hembree Rd and shall be limited to Spirit of God Christian Church. The principal assembly room shall be limited to no more than 170 seats. Church-related services shall be limited to Sunday worship service, weekday bible study, administrative office, and occasional church-related services such as, weddings, baptisms, funerals, or similar. Residential use of the building shall be prohibited. Occasional overnight stays in accordance with religious practices shall be permitted.

2. Property shall be developed substantially similar to plans by Foresite Group, LLC, revised 8/13/25, except for modifications required to comply with the conditions below.
3. Developer shall install minimum 6' planting strip with street trees, 6' sidewalk and curb and gutter along the property frontage on Upper Hembree Road and Harris Road. In addition, pedestrian lighting shall be provided at approximately 120' on center, as approved by Staff.
4. Building shall be limited to no more than 1 story, with mezzanine, over a basement and no more than 22,211 SF.
5. Building shall be primarily brick or stone on 3 sides with a pitched roof and compatible with the residential character of the area, as approved by DRB.
6. Church building shall connect to the public sidewalk.
7. Corner of Harris Rd and Upper Hembree Rd shall have heavy decorative landscaping, as approved by DRB.
8. Required landscape strips shall be exclusive of overhead utilities and easements.
9. Dumpster enclosure shall be masonry to match the church with a metal opaque gate, as approved by DRB.
10. Retaining walls visible from the street and from off-site properties shall be decorative, as approved by DRB. Retaining walls shall maintain a min. 5' setback from the undisturbed buffer and shall not impact trees within the buffer. Retaining walls exceeding 6' in height shall be screened with evergreen trees, as approved by DRB.
11. All required parking shall be provided onsite and applicant shall work with Staff to connect the two parking areas onsite. Rear parking area shall be screened from Harris Road including supplementing with evergreens, if existing vegetation does not provide a screen, as approved by DRB.
12. Deleted.
13. There shall be no outside speakers or broadcasts, including music that is audible from outside the building or off the property.
14. A police officer shall be utilized for services in order to manage and direct traffic.
15. Tree save areas shall be as depicted on the plan prepared by Foresite Group, LLC, revised 8/13/25.
16. Developer shall make every effort to tie into the existing storm drainage system on Harris Court. Proof of correspondence shall be provided to the City explaining to the affected property owner the benefits of tying release points directly into pipe systems. If unsuccessful, developer shall provide a stormwater outfall design that distributes stormwater into sheet flow discharge or makes every effort to conform to the existing condition flow patterns. Stormwater facilities shall not encroach upon

the undisturbed buffer, except that a drainage easement may cross the buffer in order to tie into the system on Harris Court. Location of drainage easement shall minimize impacts to existing trees and shall be replanted where necessary, as approved by Staff. Outfalls, swales, and ditches shall be lined with river rock where visible to adjacent properties.

- The 2.92-acre property is zoned O-I (Office-Institutional) and is developed with a single-family detached home. Surrounding properties are zoned R-10 (Dwelling, 'For-Sale', Residential) to the north, R-15 (Dwelling, 'For-Sale', Residential) to the west, PSC (Planned Shopping Center) to the south and O-P (Office-Professional) to the east. Creekside at Hembree Subdivision is located to the north, two (2) unplatted residential lots are located to the west, the former Harry's Market (Whole Foods) is located to the south, and Alpharetta Medical Center to the east.
- The submitted site plan depicts a two (2) story over basement, 14,563 square foot church building with 101 parking spaces. Access to the site is depicted from Upper Hembree Road and Harris Road. According to the site plan, the principal assembly room of the church would accommodate 170 seats. The Unified Development Code (UDC) requires one (1) parking space for every two (2) seats in the principal assembly room for a church, or 85 spaces for the proposed 170-seat sanctuary. The proposed parking exceeds the City's minimum parking requirements.
- Ten-foot (10') landscape strips are depicted along Upper Hembree Road and Harris Road and a five-foot (5') landscape strip is depicted along the eastern property line. A 50' undisturbed buffer is depicted on the north side of the property adjacent to the Creekside at Hembree subdivision.
- The property is heavily wooded, primarily consisting of hardwoods. The site plan depicts tree save areas on the east, north, and west sides of the property, which include specimen trees, trees of quality and smaller tree groupings. The submitted site plan depicts an underground stormwater system in the rear parking lot. Stormwater discharge is depicted by way of a level spreader in the northeast corner of the property outside of the 50' undisturbed buffer.
- The Citizen Participation Plan report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that a public comment was received regarding the size of the church being larger than originally intended.
- The Community Zoning Information Meeting was held on August 13, 2025. There was one (1) public comment in opposition to the request.
- Staff has reviewed the applicant's proposal for changes to conditions of zoning. The proposed changes necessary to provide the full complement of parking spaces on the subject property can be supported. However, the requested change to condition #5 is not supported. Development along Upper Hembree Road requiring a public hearing has

been approved with conditions requiring buildings to have a residential character, including pitched rooftops.

- This applicant, Pastor Randall Knighton (7197 Belcrest Drive, Duluth, GA 30097) came forward to speak on behalf of this application.

PUBLIC COMMENTS:

IN FAVOR

- Jim Macht, 215 West Cherokee Road, Cartersville, GA (architect for project)
- Dennis Rice, 4204 Harris Ridge Court, Roswell, GA 30076
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-25-14 changes to conditions of zoning related to Spirit of God Church for site layout, building design, retaining walls, tree removal, and stormwater and to authorize the Mayor to execute all n, subject to the following conditions:
 1. 'Church, Synagogue' shall be a permitted use at 1200 Upper Hembree Rd and shall be limited to Spirit of God Christian Church. The principal assembly room shall be limited to no more than 170 seats. Church-related services shall be limited to Sunday worship service, weekday bible study, administrative office, and occasional church-related services such as, weddings, baptisms, funerals, or similar. Residential use of the building shall be prohibited. Occasional overnight stays in accordance with religious practices shall be permitted.
 2. Property shall be developed substantially similar to plans by Foresite Group, LLC, revised 8/13/25, except for modifications required to comply with the conditions below.
 3. Developer shall install minimum 6' planting strip with street trees, 6' sidewalk and curb and gutter along the property frontage on Upper Hembree Road and Harris Road. In addition, pedestrian lighting shall be provided at approximately 120' on center, as approved by Staff.
 4. Building shall be limited to no more than 1 story, with mezzanine, over a basement and no more than 22,211 SF.
 5. Building shall be primarily brick or stone on 3 sides with a pitched roof and compatible with the residential character of the area, as approved by DRB, with final approval by City Council for architecture.
 6. Church building shall connect to the public sidewalk.
 7. Corner of Harris Rd and Upper Hembree Rd shall have heavy decorative landscaping, as approved by DRB.
 8. Required landscape strips shall be exclusive of overhead utilities and easements.
 9. Dumpster enclosure shall be masonry to match the church with a metal opaque gate, as approved by DRB.

10. Retaining walls visible from the street and from off-site properties shall be decorative, as approved by DRB. Retaining walls shall maintain a min. 5' setback from the undisturbed buffer and shall not impact trees within the buffer. Retaining walls exceeding 6' in height shall be screened with evergreen trees, as approved by DRB.
 11. All required parking shall be provided onsite and applicant shall work with Staff to connect the two parking areas onsite. Rear parking area shall be screened from Harris Road including supplementing with evergreens, if existing vegetation does not provide a screen, as approved by DRB.
 12. There shall be no outside speakers or broadcasts, including music that is audible from outside the building or off the property.
 13. A police officer shall be utilized for services in order to manage and direct traffic.
 14. Tree save areas shall be as depicted on the plan prepared by Foresite Group, LLC, revised 8/13/25.
 15. Developer shall make every effort to tie into the existing storm drainage system on Harris Court. Proof of correspondence shall be provided to the City explaining to the affected property owner the benefits of tying release points directly into pipe systems. If unsuccessful, developer shall provide a stormwater outfall design that distributes stormwater into sheet flow discharge or makes every effort to conform to the existing condition flow patterns. Stormwater facilities shall not encroach upon the undisturbed buffer, except that a drainage easement may cross the buffer in order to tie into the system on Harris Court. Location of drainage easement shall minimize impacts to existing trees and shall be replanted where necessary, as approved by Staff. Outfalls, swales, and ditches shall be lined with river rock where visible to adjacent properties.
- Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

D. V-25-19 Tesla EV Charging Stations at Kroger Shopping Center

Consideration of a setback variance to allow Tesla EV charging stations in the Kroger shopping center parking lot. A variance is requested to Unified Development Code (UDC) Subsection 2.2.15(D) to reduce the front setback along Windward Parkway to allow for Tesla EV charging stations and associated equipment. The property is located at 12870 Highway 9 and is legally described as being located in Land Lots 1049 & 1112, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, Dewberry Engineers, Inc., is requesting consideration of an exception to allow sixteen (16) Tesla EV Chargers and associated equipment in a commercial parking lot. An exception is requested to allow the EV Chargers and associated equipment in the 50' front building setback along Windward Parkway. The subject

property is located at 12870 Highway 9 at the northeast corner of Windward Parkway and Highway 9 in the Windward Commons (Kroger) shopping center.

- Staff recommends approval of V-25-19 Tesla EV Chargers at Kroger Setback Exception, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Dewberry Engineers, Inc., revised 7/9/25, and with a reduced building setback for the EV Chargers and associated equipment along Windward Parkway.
 2. EV charging equipment shall be substantially similar to the construction drawings prepared by Dewberry Engineers, Inc., revised 7/9/25, with final approval by Staff.
 3. Developer shall plant a row of Peach Drift Rose and a row of evergreen shrubs, such as Otto Luyken, Loropetalum, or similar, planted behind the row of roses. Evergreen shrubs shall be maintained at a height between 4' to 6' and shall be located in the 10' landscape strip adjacent to the EV Chargers and associated equipment, as approved by Staff. If needed, roses may be placed in the right-of-way to allow for proper spacing, as approved by Staff.
- The 10.95-acre property is zoned C-2 (General Commercial) and is developed with a one (1) story, 125,181 square foot retail shopping center. Surrounding properties are zoned C-1 (Neighborhood Commercial) to the west, C-2 to the south, and City of Milton to the north, east and south. Kensley subdivision is located to the north, Windward Way shopping center is located to the east, Wells Fargo and Navy Federal Credit Union are located to the south, and QuikTrip, The First Bank and a retail building are located to the west.
- Unified Development Code (UDC) Subsection 2.2.15(D), C-2 General Commercial, District Regulations requires a front setback that is conditional (based on prevailing development patterns). The approved land disturbance permit (LDP) for the shopping center established a 50' setback along Windward Parkway. In addition, UDC Subsection 2.3.1 (D)(1) states that, "No building or structure or projection thereof, including porch, deck, terrace or chimney, shall be erected closer to a property line than the applicable setback regulation prescribed herein allows. However, uncovered steps, patio slabs, driveways, walkways, retaining walls of no more than 4' in height, and roof overhangs of up to 18" may be located within setback areas." The proposed Tesla EV Chargers and equipment constitute structures subject to building setbacks. According to the applicant, the location of the EV Charging stalls were mutually agreed upon between Tesla and the property owner as they are out of the way of normal traffic patterns and occupied spaces in the shopping center.
- The Tesla Supercharger EV charging stations are the fast-charging facilities which are owned and operated by Tesla. According to the applicant, the typical charging session lasts between ten (10) to 30 minutes. The Tesla NACS Superchargers work for all Tesla vehicles, as well as other electric vehicle manufacturers, including Acura, Ford, General

Motors, Genesis, Honda, Hyundai, JLR, Kia, Lucid, Mercedes, Nissan, Polestar, Rivian, and Volvo. Additional vehicle manufacturers, such as BMW, Toyota, Subaru, Volkswagen, Audi and Porsche, will soon have access to the Tesla NACS Superchargers.

- The City's UDC requires electric vehicle charging stations (EVCS) with all new non-residential developments requiring 100 or more vehicle parking spaces. One (1) Level 2 EVCS for every 25 required spaces or one (1) Level 3 EVCS (fast chargers) for every 100 required spaces. If the Windward Commons shopping center was constructed today, it would require approximately five (5) Level 3 EVCS. The applicant's proposal for sixteen (16) Tesla Supercharging stations exceeds the City's minimum requirements for EVCS.
- The site plan depicts sixteen (16) Tesla EV charging posts, four (4) Tesla Supercharger cabinets, a switchboard, and a utility transformer within the shopping center parking lot along Windward Parkway. The area is currently improved with 23 parking spaces and one (1) parking lot tree island. The EV chargers and equipment are located outside of the ten-foot (10') landscape strip along Windward Parkway, but within the 50' building setback. A 72 square foot concrete utility pad is depicted in the middle of the sixteen (16) EV charging spaces which is the location of the utility transformer, switchboard, and supercharger cabinets. The EV charging posts and switchboard are approximately 6.5' tall and the supercharger cabinet is approximately 7.5' tall. The utility transformer will be sized by the utility provider.
- A landscape plan and photo simulations were provided by the applicant depicting a Wax Myrtle hedge in the landscape strip along Windward Parkway, as well as three (3) Willow Oaks in newly created parking lot tree islands between the EV charging spaces. Based on feedback from the City Arborist, the applicant updated the landscape plan to change the Wax Myrtle hedge to a mix of Dwarf Yaupon Holly, 'Nick's Compact' Juniper, and Peach Drift Rose.
- The applicant notified all properties within 500' of the subject property regarding the request for exception and intent for the property. The applicant's Citizen Participation Plan report states that questions were received regarding the type of vehicles that can use the chargers, how long a charge takes, if vehicles can be left while charging, safety concerns and traffic.
- The Community Zoning Information Meeting was held on August 13, 2025. There were no public comments on the sign-in sheet.
- Staff has reviewed the applicant's proposal and finds that the exception does not conflict with the established review criteria. The proposal represents retrofitting an existing commercial parking lot with EV charging equipment. If approved, landscape screening material is recommended in the landscape strip along Windward Parkway.
- Olivier Kioko (Tesla Deployment Manager) came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve V-25-19 Tesla EV Chargers at Kroger Setback Exception, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Dewberry Engineers, Inc., revised 7/9/25, and with a reduced building setback for the EV Chargers and associated equipment along Windward Parkway.
 2. EV charging equipment shall be substantially similar to the construction drawings prepared by Dewberry Engineers, Inc., revised 7/9/25, with final approval by Staff. Light fixtures shall compliment existing lighting and require staff approval.
 3. Developer shall plant a row of Peach Drift Rose and a row of evergreen shrubs, such as Otto Luyken, Loropetalum, or similar, planted behind the row of roses. Evergreen shrubs shall be maintained at a height between 4' to 6' and shall be located in the 10' landscape strip adjacent to the EV Chargers and associated equipment, as approved by Staff. If needed, roses may be placed in the right-of-way to allow for proper spacing, as approved by Staff.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (5-0).

E. Z-25-04/V-25-07 Madewell/Milton Avenue Tract

This request has been withdrawn by the applicant. The request will not be considered at the September 22, 2025 City Council meeting.

Consideration of a rezoning and variance to allow for a 1.34-acre property to be subdivided into 2 single-family detached lots. A rezoning is requested from SU (Special Use) to R-12 (Dwelling, 'For-Sale', Residential) and variances are requested to Unified Development Code (UDC) Subsection 2.2.6(D) to reduce the front and side building setbacks and UDC Subsection 3.3.2 to reduce the stream buffer and impervious setback required for a perennial stream. The property is located at 0 Milton Avenue and is legally described as being located in Land Lots 1251 & 1270, 2nd District, 2nd Section, Fulton County, Georgia.

F. THE FOLLOWING ITEMS HAVE BEEN DEFERRED:

1. Z-25-07/CU-25-15/V-25-20 Alpharetta District Places

DEFERRED: This item has been deferred by staff to the October 27, 2025 City Council Meeting. This item will not be heard or considered.

Consideration of a rezoning, conditional use, and variances to allow for 195 'Dwelling, 'For-Rent' units, 20,000 square feet of retail, and 10,000 square feet of restaurant on 3.02 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a conditional use is requested to allow 'Dwelling, 'For-

Rent'. Variances are requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3(E) to modify the Collector Street Commercial/Mixed-Use streetscape requirements and Subsection 3.5.5 to increase the maximum building footprint. The property is located at 0 South Main Street and 131 South Main Street and is legally described as being located in Land Lot 695, 1st District, 2nd Section, Fulton County, Georgia.

2. MP-25-05/CU-25-07 Northwinds Summit Vertiport

DEFERRED: This item has been deferred by staff to the October 27, 2025 City Council Meeting. This item will not be heard or considered.

Consideration of a master plan amendment and conditional use to allow a 'Vertiport' in the Northwinds Summit mixed-use development. A master plan amendment is requested to the Northwinds Summit Master Plan to add 'Vertiport' as conditional use and a conditional use is requested to allow 'Vertiport' for the applicant's proposed Vertiport. The property is located at 1000 Summit Place and is legally described as being located in Land Lots 753 & 798, 1st District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. Resolution: City of Alpharetta Arts & Culture Master Plan

Consideration of adoption of a resolution to approve the Arts & Culture Master Plan.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- In January 2024, the Cultural Services Division of the Recreation, Parks & Cultural Services Department initiated the development of an informal Request for Proposals (iRFP) to select a qualified consultant for the creation of a new Arts & Culture Master Plan. Following a competitive review process and multiple submissions, the Division selected Tunnell-Spangler & Associates, Inc. (TSW) to lead the project. TSW had previously developed the City of Alpharetta's Recreation, Parks & Cultural Services Master Plan in 2018, and the Department was highly satisfied with the quality and results of that work. Given their strong performance and familiarity with the community, TSW was considered an ideal partner for this initiative.
- In May 2024, a contract was finalized, and work officially began on the Arts & Culture Master Plan.
- Extensive community outreach and research efforts followed, including surveys, stakeholder meetings, and data collection to assess Alpharetta's current needs and future aspirations in arts and culture. TSW gathered valuable input from City leadership, staff, the Cultural Arts Commission, and community members to ensure the Master Plan was comprehensive and community-driven.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to adopt a Resolution adopting the Arts & Culture Master Plan and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (5-0).

B. Intergovernmental Agreement: Fulton County Schools for Participation in Community Agricultural Programming

Consideration of approval of an Intergovernmental Agreement between the City of Alpharetta and Fulton County Schools on behalf of Cambridge High School, Alpharetta High School, Milton High School, and Innovation Academy for Community Agricultural Programming and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- This City's community agriculture program has partnered with multiple schools in North Fulton since 2018, and in 2023 the partnership was formalized in an IGA. The partnering schools include Cambridge High School, Alpharetta High School, Milton High School, and Innovation Academy. The IGA, attached herein, outlines the program parameters for each school.
 - **Cambridge High School**
 - In concurrence with the academic school year 2025/26, the City will be the host site for a senior-level educational course at Old Rucker Farm entitled "Agricultural Business" for students enrolled in the Agricultural Track at Cambridge High School. This course will be taught in collaboration with a Fulton County School teacher and can be taught at Old Rucker Farm Monday through Friday.
 - The Agricultural Business course will be conducted five (5) days per week for a minimum of seven (7) hours each week. Specific days and times will be worked out between City staff and designated FCS teacher(s) at Cambridge High School based on scheduling availability.
 - The City will create and provide a curriculum for the course to include a workbook and textbook for on-farm lessons which will correlate with in-classroom topics.
 - The course will also feature a sales program known as the "AGaretta Box," which includes the sale of produce and preserved items generated from the harvest cultivated at Old Rucker Farm.

- The city will provide the following supplies needed for on-farm lessons and the sale of AGaretta Boxes:
 1. Egg Cartons and labels
 2. Seed starting equipment (soil, trays, water, lights, greenhouse, etc.)
 3. Dehydrator for food preservation (herb drying, etc.)
 4. Packaging of "AGaretta Box" (paper/plastic bags, jars, etc.)
 5. General office supplies
 6. Other supplies, as needed and available with the budget set for the program.
- The City will implement rotational plantings to ensure a seasonal harvest for AGaretta Box sales.
- The City will host a website for the AGaretta Box sales and financially manage the program's sales.
- The City will donate fifty percent (50%) of the gross sales generated from the AGaretta Box program to Cambridge High School Agricultural Business students at the end of the academic school year to be utilized as a college or university scholarship.
- City Staff at Old Rucker Farm will collaborate with a designated FCS teacher(s) at Cambridge High School to identify additional engagement, volunteer, work-based learning, and other learning opportunities during the school year including field trips, presentations during City Council meetings, program promotion via an informational booth during the City's Taste of Alpharetta and the Alpharetta Farmer's Market events.
- **Alpharetta High School**
 - The City will partner with Alpharetta High School's CTAE culinary program for the preservation of harvested items from Old Rucker Farm into added-value items such as jam, salsa, and pickled goods, as well as the use of the culinary classroom at Alpharetta High School for classes organized and promoted by City, and taught by the education staff at Alpharetta High School.
 - The preserved items will become the products sold through the AGaretta Box program.
 - The City will provide recipes, ingredients for provided recipes, four-ounce (4 oz) and six-ounce (6 oz) jars, and frozen produce harvested from Old Rucker Farm to Alpharetta High School to produce the jam, salsa, and pickled goods.
 - The City will provide labels to be affixed to the jars. The labels shall include the jars' content and state the added-value food product was created by students through the Alpharetta High School culinary program.

- Upon completion of the finished products, the City will pick up the preserved items for labeling.
- **Milton High School**
 - The City will partner with Milton High School's Community Based Instruction (CBI) program with activities connected to the City's Community Agriculture Program, planned and executed by the City program staff and the Milton High School CBI teachers.
 - The City's Community Agriculture Program staff will provide Milton High School CBI students with plants and seeds for growing year-round in support of the CBI program's class garden.
 - City Staff at Old Rucker Farm will collaborate with a designated teacher(s) at Milton High School to identify additional engagement, volunteer, and learning opportunities during the school year including presentations during City Council meetings, program promotion via an informational booth during the City's Taste of Alpharetta and Alpharetta Farmer's Market events.
- **Innovation Academy**
 - The City will partner with Innovation Academy for the tracking and study of honeybee travel patterns through the RFID system implemented at the honeybee hives at Old Rucker Farm.
 - Innovation Academy students will regularly collect data from the Old Rucker Farm RFID system to analyze and compare the data collected with the information provided via the RFID system implemented at the honeybee hives on campus at Innovation Academy.
 - The City agrees to share study findings on the Old Rucker Farm social media platforms.
 - Innovation Academy students will conduct additional studies at Old Rucker Farm such as the study and analysis of compost, soil, and/or other areas of interest to the science and biology students.
- For all four (4) participating schools, City staff at Old Rucker Farm will collaborate with a designated teacher(s) at each school to identify additional engagement, volunteer, work-based learning programming, and other learning opportunities during the school year, including presentations during City Council meetings, program promotion via an informational booth during the City's Taste of Alpharetta and Farmer's Market events.
- This IGA shall be valid for one (1) year, and will automatically renew for three (3) additional one-year terms absent either party's written notification to the other.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Hipes offered a motion to approve an Intergovernmental Agreement between the City of Alpharetta and Fulton County Schools on behalf of Cambridge High School, Alpharetta High School, Milton High School, and Innovation Academy for Community Agricultural Programming and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

C. Invitation to Bid 26-003: Pine Shavings

Consideration to approve the award of Invitation to Bid 26-003 to Queen Wood Products for Pine Shavings at the Equestrian Center in an amount totaling \$123,000.00 and authorize the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Per the Georgia Department of Agriculture, GDA regulates licensed Equine Stables ensuring proper animal treatment and living conditions, which includes rules for bedding. Wills Park Equestrian Center is focused on sanitation, safety, and humane treatment of stabled horses during scheduled events. WPEC requires a minimum of two bales of shavings per stall for a stabled horse.
- Shavings are available for purchase from the facility and generate revenue. The current price per bale of shavings charged to stall renters is \$8.00 per bale (revenue) for scheduled equine events. The winning bid below was priced out at \$4.80 per bale plus delivery charges (expense).
- The City advertised ITB 26-003 on July 3, 2025 with a due date of July 31, 2025. Two vendors submitted proposals. Proposals were reviewed and graded with Queen Wood Products providing the best cost proposal. Both companies have the capabilities of providing a quality product. Queen Wood Products was the selected vendor due to the scoring summary.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to award ITB 26-003 to Queen Wood Products for Pine Shavings at the Equestrian Center in an amount totaling \$123,000.00 and to authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (5-0).

D. Resolution: Development Impact Fee Advisory Committee Appointments

Consideration of adoption of a resolution approving appointments for a Development Impact Fee Advisory Committee as part of the City's Impact Fee Program Update and authorize the Mayor to sign all necessary documents.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Transportation Planner, George Doyle, came forward to present this item.
- As part of the State's current Development Impact Fee Act, a municipality that is either adopting an impact fee program or is updating an established program shall establish a 5 to 10-member Development Impact Fee Advisory Committee prior to the adoption of a development impact fee ordinance. The Development Impact Fee Advisory Committee serves in an advisory capacity to assist and advise the governing body of the City with regard to the adoption of a development impact fee ordinance, once established or updated. Since the committee is structured in an advisory capacity, no action of the committee shall be considered a necessary prerequisite for municipal action in regard to adoption of such an ordinance.
- Staff requests the following appointments to be made for the City's Development Impact Fee Advisory Committee, such that the State's definition and requirements for committee compositions are met:
 - Morgan Smith, Development Authority Member
 - Jake Meek, Toll Brothers
 - Mike Smith, Providence Group
 - Paul Corley, Empire Homes
 - Dennis Mitchell, Planning Commission, Resident
 - Vikram Mehra, Hines
 - David Chatham, Development Authority Member

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt a resolution approving appointments for a Development Impact Fee Advisory Committee as part of the City's Impact Fee Program Update and to authorize the Mayor to sign all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (5-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- Mayor Gilvin shared that we had a wonderful Mayor's 5K this past week and wanted to thank all volunteers, the Rotary Club, and all corporate sponsors in our community. Additionally, if you are in Senate District 21 (Brandon Beach's former seat) the last day to vote is tomorrow. Please vote if you have not already.

10. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn the meeting.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (5-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:35 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: October 6, 2025

AGENDA ITEM:

Consent Order and Final Judgment: Webb Bridge Road Improvements Project - Parcel 18

Consideration and approval of a Final Order and Judgment in the total amount of \$25,255 for Tax Parcel No. 21-5590-1239-056-4 / Parcel 18 of the Webb Bridge Road Bike & Pedestrian Improvements Project (Property Owners: Windward Community Services Association, Inc.; Georgia Power Company; Hon. Arthur E. Ferdinand, Tax Commissioner; Hon. Kenya M. Johnson, Probate Judge) and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Final Order and Judgment in the total amount of \$25,255 for Tax Parcel No. 21-5590-1239-056-4 / Parcel 18 of the Webb Bridge Road Bike & Pedestrian Improvements Project (Property Owners: Windward Community Services Association, Inc.; Georgia Power Company; Hon. Arthur E. Ferdinand, Tax Commissioner; Hon. Kenya M. Johnson, Probate Judge) 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 Consent Order and Final Judgment for this parcel (which is part of the Webb Bridge Road Bike & Pedestrian Improvements Project) has been prepared for the Court and is attached to this item. A vote approving these settlements will need to be taken in order to conclude this condemnation action. Once payment has been made and the funds have been distributed, this matter will be concluded and the file will be closed.

ALTERNATIVES:

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

ATTACHMENTS:

1. Consent Order and Final Judgment - WBW 18

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

CITY OF ALPHARETTA, GEORGIA,	)	
	)	
Condemnor,	)	
	)	
v.	)	CIVIL ACTION FILE
	)	NO. <u>24CV005625</u>
0.06 ACRES OF FEE SIMPLE RIGHT OF WAY;	)	
1,778.94 SQUARE FEET OF TEMPORARY	)	IN REM
EASEMENT FOR THE CONSTRUCTION OF	)	
SLOPES; ONE (1) DRIVEWAY EASEMENT;	)	
WESTERRA WINDWARD, L.L.C.; WINDWARD	)	
COMMUNITY SERVICES ASSOCIATION, INC.;	)	
GEORGIA POWER COMPANY; 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.	)	
	)	

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnee Windward Community Services Association, Inc. (referred to as “Condemnee”) 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 May 3, 2024 for the Proposed Webb Bridge Road Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way project (“Project”); and,

WHEREAS, Condemnor previously deposited the sum of Eight Thousand Seven Hundred

and 00/100 Dollars (\$8,700.00) 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, Condemnee 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, 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 by Condemnee Windward Community Services Association, Inc.; and,

WHEREAS, Condemnor shall replace any and all fencing disturbed on the property as part of construction for the Project; and

WHEREAS, Condemnor and Condemnee shall collaborate on the landscaping material replanted on the property so long as the landscaping stays within the dollars allocated on the islands and landscape area within the scope of the Project; and

WHEREAS, Condemnor and Condemnee have stipulated and agreed that the sum of Twenty-Five Thousand Two Hundred Fifty-Five and 00/100 Dollars (\$25,255.00) (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, Condemnee Windward Community Services Association, Inc. wishes to accept the total amount of Twenty-Five Thousand Two Hundred Fifty-Five and 00/100 Dollars

(\$25,255.00) 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.

Condemnor shall replace any and all fencing on the property as part of construction for the Project.

2.

Condemnor and Condemnee shall collaborate on the landscaping material replanted on the property so long as the landscaping stays within the dollars allocated on the islands and landscape area within the scope of the Project.

3.

That just and adequate compensation due to Condemnee Windward Community Services Association, Inc. for the acquisition of the property rights including the land acquired by virtue of this action, Twenty-Five Thousand Two Hundred Fifty-Five and 00/100 Dollars (\$25,255.00) and Judgment is hereby entered in that amount.

2.

That within thirty (30) days from the entry of this Order, the Condemnor shall pay and the Court Clerk shall accept an additional amount of Sixteen Thousand Five Hundred Fifty-Five and 00/100 Dollars (\$16,555.00).

3.

The Clerk of Fulton County Superior Court shall disburse *instantly* the funds on deposit in the Court registry as follows: a check in the amount of Twenty-Five Thousand Two Hundred Fifty-

Five and 00/100 Dollars (\$25,255.00), plus any accrued interest, issued to Parker Poe Adams & Bernstein LLP Trust Account and 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, as counsel for Condemnee. The undersigned counsel for Condemnee will provide the Clerk with a pre-paid FedEx label and envelope for delivery of the check.

4.

Upon the distribution of funds, this case shall be transferred to the closed docket.

SO ORDERED, this _____ day of _____, 2025.

THE HONORABLE SCOTT McAFEE
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

(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
Cumming, Georgia 30040
(678) 455-7150 – telephone
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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)

1075 Peachtree Street NE, Suite 1500
Atlanta, Georgia 30309
(678) 690-5750 – telephone
(404) 869-6972 – facsimile
elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com

*Attorneys for Windward Community Services
Association, Inc.*

DISTRIBUTION LIST (via USPS Mail):

Westerra Windward, L.L.C.
1100 Northmeadow Parkway, Suite 114
Roswell, Georgia 30076

Georgia Power Company
c/o Kristi Dow
241 Ralph McGill Blvd., BIN 10180
Atlanta, Georgia 30308

Hon. Arthur E. Ferdinand, Tax Commissioner
c/o Office of the Fulton County Attorney
Attn: Eugene P. Smith, Jr. and Victoria Kealy
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

Hon. Kenya M. Johnson, Probate Court Judge
c/o Office of the Fulton County Attorney
Attn: Eugene P. Smith, Jr. and Victoria Kealy
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: October 6, 2025

AGENDA ITEM:

Invitation To Bid 26-004: Traffic Signal Upgrade at Kimball Bridge Road and Northwinds Parkway

Consideration and approval of the award of a contract for ITB 26-004 to GTG Traffic Signals LLC for the complete construction of the traffic signal upgrade at the intersection of Kimball Bridge Road and Northwinds Parkway in an amount not to exceed \$237,965.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for ITB 26-004 to GTG Traffic Signals for the complete upgrade of the existing traffic signal to mast-arms at the intersection of Kimball Bridge Road and Northwinds Parkway in an amount not to exceed \$237,965.00 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: \$237,965.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
MAST ARMS (KIMBALL-NWINDS) / 33641100-541410-C2610	\$237,965

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This is to award the complete construction of the traffic signal upgrade at the intersection of Kimball Bridge Road and Northwinds Pkwy.

BACKGROUND:

The current traffic signal heads at the intersection of Kimball Bridge Road and Northwinds Pkwy are mounted on wooden poles and span-wires. Span-wires are highly vulnerable to wind and signal heads rotate and sway substantially. This would cause vertical and lateral changes in signal heads position. Rigid mast-arms keep indications fixed and aligned with travel lanes. Additionally, span-wires typically require more maintenance than mast-arms.

CURRENT PROJECT OVERVIEW:

The current project is to remove the existing wooden poles and span-wires and install mast-arms at the intersection of Kimball Bridge Road and Northwinds Pkwy. All pedestrian lights and traffic signs will be upgraded through this project. During the construction, the contractor will be responsible for traffic control.

PROCUREMENT PROCESS:

Procurement for this project was initiated through Invitation to Bid (ITB 26-004), which was issued on August 6, 2025, with a response deadline of Sep 4, 2025. Number of vendors invited and number of document takers: Bonfire: invited 234 and number of document takers 29. Georgia Procurement Registry: invited 291. A total of 4 complete

submissions were received in response to this invitation.

Company/Bidder	Proposed Price
GTG Traffic Signals	\$237,965.00
NGT Group LLC	\$279,265.14
Lumin8 Transportation Technologies	\$315,957.10
American Lighting and Signalization	\$319,682.00

RECOMMENDED VENDOR:

After evaluating and verifying the submitted bids, staff from the Public Works Department met with representatives of GTG Traffic Signals as the low bidder. The project scope, schedule, and bid package as submitted by GTG were discussed with the contractor during the meeting. GTG is an experienced contractor that has successfully completed similar projects.

PROJECT TIMELINE:

Mast arms lengths and specifications for this project are unique and require custom fabrication, with a current lead time of approximately 27 weeks for delivery. When field work begins, overall construction is anticipated to take only about two months.

ALTERNATIVES:

Do not award ITB 26-004 for the mast-arms installation at the intersection of Kimball Bridge Road and Northwinds Pkwy and direct staff to rebid the project.

ATTACHMENTS:

1. GTG Traffic-Contract ITB 26-004

**CONTRACT AGREEMENT
TRAFFIC SIGNAL UPGRADE
(INVITATION TO BID NO. 26-004)**

THIS CONTRACT AGREEMENT (the "Contract"), made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **GTG TRAFFIC SIGNALS, LLC**, a Domestic Limited Liability Company with its principal office located at 4195 JVL Industrial Park Drive, Marietta, GA 30066 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

TRAFFIC SIGNAL UPGRADE (the "Project"). including, but not limited to, removing the existing traffic light poles as well as signal heads and signs, ordering and purchasing new mast-arms, installation of new mast-arms, signal heads, signs, pull boxes, directional bores, pedestrian lights, and running necessary wires and cables, at the Intersection of Kimball Bridge Road and Northwinds Parkway, within the City of Alpharetta.

For CONTRACTOR'S performance and completion of the Project (as defined in Appendix A: General Conditions in ITB No. 26-004 (the "General Conditions")), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **Two Hundred Thirty-Seven Thousand, Nine Hundred Sixty-Five and 00/100 DOLLARS (\$237,965.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 26-004, CONTRACTOR'S Bid, the plans and specifications, including all explanatory matter thereof, and the other contract documents, all of which (the "Contract Documents") are made a part hereof and collectively constitute the agreements and obligations of the parties under this Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions and to make payments on account thereof as provided in Section 109 of the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this

Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91, Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph 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.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly place the order for the new mast arms within ten (10)

Contract: **TRAFFIC SIGNAL UPGRADE**
Contract No.: 26-004

calendar days from Notice to Proceed date, or as otherwise specified in the Notice to Proceed. Contractor shall commence the Work with adequate force and equipment, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) within sixty (60) calendar days from the date that the fieldwork (installation) begins. Liquidated damages will be assessed from the date that the fieldwork begins.

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

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator
Approved as to form:

JARRARD & DAVIS, LLP

Jennifer K. McCall, City Attorney

GTG TRAFFIC SIGNALS, LLC

By: _____
Maria Carrero, Comptroller

EXHIBIT "A"

CITY OF ALPHARETTA SCHEDULE OF ITEMS (LIST OF MATERIALS)	
ITB # 26-004, Traffic Signal Upgrade at the Intersection of Kimball Bridge Road and Northwinds Pkwy	
ADDENDUM #2	
Bidder's Name:	GTG Traffic Signals, LLC.
Instructions for Bid Form Completion:	
1. This form MUST be used to submit cost proposal	
2. Do not include a copy of this Bid Form in your technical bid information.	
3. Complete all the fields. See end of this page as well for bid authorization and contact info.	
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.	
5. During bid opening, only bid grand total will be called.	
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.	
BID TOTAL	
Traffic Signal Upgrade at the Intersection of Kimball Bridge Road and Northwinds Pkwy	\$ 237,965.00
By completing and submitting this bid price form in response to the City of Alpharetta's ITB 26-004, Traffic Signal Upgrade at the Intersection of Kimball Bridge Road and Northwinds Pkwy, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible conditions, such as dimensions, materials, and attachments to remain, on existing facility;	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.	
Bidder Name:	GTG Traffic Signals, LLC.
Address:	4195 JVL Industrail Park Drive, Marietta GA 30066
Name(s) and Title(s) of Authorized Signer(s):	Kristopher Geib Estimator
Contact Info - Phone Number:	404-446-2784
Contact Info - Email Address:	kristopher@gtgtraffic.com

Traffic Signal Upgrade at the Intersection of Kimball Bridge Road and Northwinds Pkwy					
ITB 26-004 Schedule of Items- REVISED ON AUGUSTS 26, 2025					
ADDENDUM #2					
Bidder's Name:			GTG Traffic Signals, LLC.		
Item #	Item Description	Unit	Qty	Unit Price	Item Price
1	3 SECTION, 12" SIGNAL HEAD LED - YELLOW HOUSING W/ BLACK FRONT, PLASTIC	EA	10	\$ 725.00	\$ 7,250.00
2	BACK PLATE FOR ONE-WAY, 3-SECTION, 12" SIGNAL HEAD ABS PLASTIC, BLACK W/ RETROREFLECTIVE STRIP	EA	10	\$ 35.00	\$ 350.00
3	4 SECTION, 12" SIGNAL HEAD LED - YELLOW HOUSING W/ BLACK FRONT, PLASTIC	EA	2	\$ 875.00	\$ 1,750.00
4	BACK PLATE FOR ONE-WAY, 4-SECTION, 12" SIGNAL HEAD, ABS PLASTIC, BLACK W/ RETROREFLECTIVE STRIP	EA	2	\$ 40.00	\$ 80.00
5	HARDWARE FOR MAST ARM ERECTION	EA	12	\$ 100.00	\$ 1,200.00
6	R10-12a, LEFT TURN YIELD ON FLASHING YELLOW ARROW	EA	2	\$ 150.00	\$ 300.00
7	SIGN BRACKETS FOR OVERHEAD SIGNS	EA	2	\$ 100.00	\$ 200.00
8	SIGNAL MAST ARM, 65' (Northeast corner)	EA	1	\$32,300.00	\$ 32,300.00
9	SIGNAL MAST ARM, 45' (Southeast corner)	EA	1	\$25,865.00	\$ 25,865.00
10	DUAL SIGNAL MAST ARM, 65' and 65' (Southwest corner)	EA	1	\$51,500.00	\$ 51,500.00
11	CCTV CAMERA SYSTEM (Axis Q6075 60hz PTZ)	EA	1	\$ 5,000.00	\$ 5,000.00
12	CCTV MOUNTING ARM, TYPE 2	EA	1	\$ 500.00	\$ 500.00
13	CAT 6 CABLE, OUTDOOR RATED, SHIELDED	LUMP	LUMP	\$ 200.00	\$ 200.00
14	PULL BOX, PB-2	EA	7	\$ 750.00	\$ 5,250.00
15	PULL BOX, PB-3	EA	4	\$ 850.00	\$ 3,400.00
16	HIGHWAY SIGNS, TP 1 MATL-REFL SHEETING, TP 9	SF	14	\$ 25.00	\$ 350.00
17	HIGHWAY SIGNS, TP 2 MATL-REFL SHEETING, TP 9	SF	59	\$ 25.00	\$ 1,475.00
18	TRAFFIC SIGNAL INSTALLATION NO. 1	LUMP	LUMP	\$62,165.00	\$ 62,165.00
19	CONDUIT, RIGID, 1 IN	LF	340	\$ 5.00	\$ 1,700.00
20	CONDUIT, NONMETAL, TP 3, 2 IN	LF	930	\$ 5.00	\$ 4,650.00
21	DIRECTIONAL BORE - 6 INCH	LF	340	\$ 22.00	\$ 7,480.00
22	MISCELLANEOUS CONSTRUCTION	LS	1	\$25,000.00	\$ 25,000.00
TOTAL					\$ 237,965.00



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: October 6, 2025

AGENDA ITEM:

Contract Amendment and Purchase Approval: Stormwater Repair Contract 24-122 and Fiscal Year 2026 Task Order #1

Consideration and approval of an amendment to contract # 24-122, Stormwater Repair Unit Price Contract for CSTE, Inc. and allocate \$500,000.00 to complete multiple stormwater infrastructure maintenance repairs for Fiscal Year 2026 Task Order 1 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an amendment to contract # 24-122, Stormwater Repair Unit Price Contract for CSTE, Inc. and allocate \$500,000.00 to complete multiple stormwater infrastructure maintenance repairs for Fiscal Year 2026 Task Order 1 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: \$500,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$500,000.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

This request is for the approval of a contract amendment to contract number 24-122 Stormwater Repair and approval of funding for FY 26 task order one related to stormwater infrastructure improvements. The City of Alpharetta Public Works Department issued an RFP on May 2nd, 2024 for the maintenance of stormwater infrastructure. A contract for that RFP was awarded to CSTE, Inc. on July 29th, 2024 and funding in the amount of \$500,000.00 was approved for FY 25 task order 1. The intent was to award this contract to the selected vendor for one year with the option of four one-year extensions. This verbiage was outlined in the RFP and the original council agenda item approved on July 29th, 2024. However, this verbiage did not make it into the contract and an amendment to the contract has been added to include the following:

"Agreement "Term" Defined. The second paragraph of Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The initial Term of the Contract is for one (1) year starting August 12, 2024, and ending August 11, 2025, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13, together with four (4) one-year extensions possible, for a total Term of five (5) years."

CSTE, Inc. has agreed to this amendment and, with council approval, Public Works staff would like to move forward with issuing FY 26 task order 1. Below is a list of projects that will be completed under task order 1. Allocating

\$500,000 to CSTE, Inc will allow the following work orders to be completed:

- Curb and Gutter replacement throughout the City
- Stormwater structure and pipe improvements for buried headwall located in Tuxford Subdivision
- Stormwater structure improvements along Seven Seas and Clipper Court
- Catch basin tops, sidewalk, and curb and gutter replacements along Rainwater Drive.
- Catch basin throat and top replacements throughout the City
- City owned stormwater pond maintenance.

The work above will be assigned on a task order basis, meaning not all the work will be authorized at once. In addition, all task order proposals will be reviewed by staff to ensure unit prices and quantities are correct. The contractor will be paid based on the unit price in the contract. Public Works' goal is to be as proactive as possible in identifying issues before they cause major problems. Stormwater projects tend to identify themselves after a complete or partial failure of the system. These failures do not always provide any type of warning and require fast action to minimize damage to property and loss of life. The requested funds will allow CSTE, Inc. to resolve these issues along with the projects listed above that have already been identified.

The City of Alpharetta received pricing from all submitting vendors when we issued the original RFP. We have included the pricing breakdown from all submitting vendors according to their pricing provided in the submitted schedule of items. CSTE, Inc. would be the cheapest submitting vendor to perform the referenced work above according to the pricing provided in the original schedule of items included in the RFP submittal. The pricing breakdown is attached to this agenda for reference.

ALTERNATIVES:

Do not approve contract amendments and funding and re-advertise for proposals.

ATTACHMENTS:

1. Contract Amendment (No. 24-122) (CSTE)
2. Task Order Comparable Cost and Location Maps

Contract: Stormwater Repair Unit Price Contract
Contract No.: 24-122

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

(First Amendment)

This Amendment to the Standard Contract for Services (hereinafter referred to as the “Amendment”) is by and between **CSTE, INC.**, a Virginia corporation (“Consultant”), and the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia (“City”), regarding that certain Agreement more particularly described below. Consultant and City are at times collectively referred to hereinafter as the “parties” or individually as a “party.”

W I T N E S S E T H:

WHEREAS, on or about May 2, 2024, the City issued a request for proposals for a stormwater repair unit price contract (RFP No.: 24-122; hereinafter the “RFP”) which included information regarding the proposed contract term being for one year with options available for four one-year extensions thereafter (the “Term”); and

WHEREAS, the Consultant submitted a timely response to the RFP (the “Proposal”) for the City’s consideration and was ultimately selected as the awardee for the corresponding contract; and

WHEREAS, the parties entered into that certain Standard Contract for Services (**Contract No.: 24-122 – Stormwater Repair Unit Price Contract**) effective upon execution by the City’s Mayor on August 12, 2024 (the “Agreement”); and

WHEREAS, the Agreement, at Section 1, states that the RFP and the Proposal are collectively incorporated into the Agreement by reference and collectively referred to as the “Contract Documents”; and

WHEREAS, the Agreement, at Section 1, states that if there is any conflict in the Contract Documents, the provisions and requirements of the Agreement will govern; and

WHEREAS, the proposed contract Term language from the RFP was not clearly incorporated into the Agreement; and

WHEREAS, the parties desire to amend the Agreement to clarify the contract Term consistent with the RFP; and

WHEREAS, the Agreement, at Section 16(h), states that no term or provision of this Contract may be amended except by an instrument, in writing, signed by the parties.

FOR AND IN CONSIDERATION OF the above premises, and the exchange of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the above recitals and as follows:

1. Terms. All capitalized terms not defined in this Amendment shall bear their definitions in the Agreement.
2. Agreement “Term” Defined. The second paragraph of Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The initial Term of the Contract is for one (1) year starting August 12, 2024, and ending August 11, 2025, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13, together with four (4) one-year extensions possible, for a total Term of five (5) years.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than five (5) years, starting August 12, 2024, and ending at 11:59 p.m. (Eastern Time) on August 11, 2029 (the “End Date”). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from August 12, 2024, through 11:59 p.m. (Eastern Time) on August 11, 2025, and will automatically renew for additional one (1) year terms, each beginning on August 12 following the existing term year and ending at 11:59 (Eastern Time) on August 11 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

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

The Contract hourly rates for the above-stated contract term will remain as offered by the Consultant, incorporated into the Agreement as Exhibit A, attached thereto. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

Because of the unpredictable changes in material cost, the City agrees to review and update the unit price rates on an annual basis based on changes in the Municipal Cost Index (MCI). The MCI, developed exclusively by American City and County, is designed to show the effects of inflation on the cost of providing municipal services.”

3. Unit Price Rates for 2025-2026 Contract Year. The parties agree that the Unit Price Rates, as attached to the Agreement marked Exhibit A, will remain unchanged for this second year of the Contract Term for services performed from August 12, 2025, through August 11, 2026.
4. Survival of Agreement Terms and Conditions. Except as otherwise modified by this Amendment, all other surviving terms and conditions of the Agreement shall remain in full force and effect.
5. Authority to Contract. The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind the Consultant to the terms of this Amendment, if applicable.
6. Entire Agreement. The Agreement, as amended, constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter thereof. No other agreement, statement or promise relating to the subject matter thereof and not contained in the Agreement, as amended, shall be valid or binding.
7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
8. Amendment Effective Date. The effective date of this Amendment shall be August 12, 2025.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CSTE, INC.

By: _____
Joe D. Clark, Jr., President

Attest:

Joe D. Clark, Jr., Corporate Secretary

Date: _____

[affix corporate seal]

(signatures continue on following page)

(signatures continued from previous page)

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:

JARRARD & DAVIS, LLP

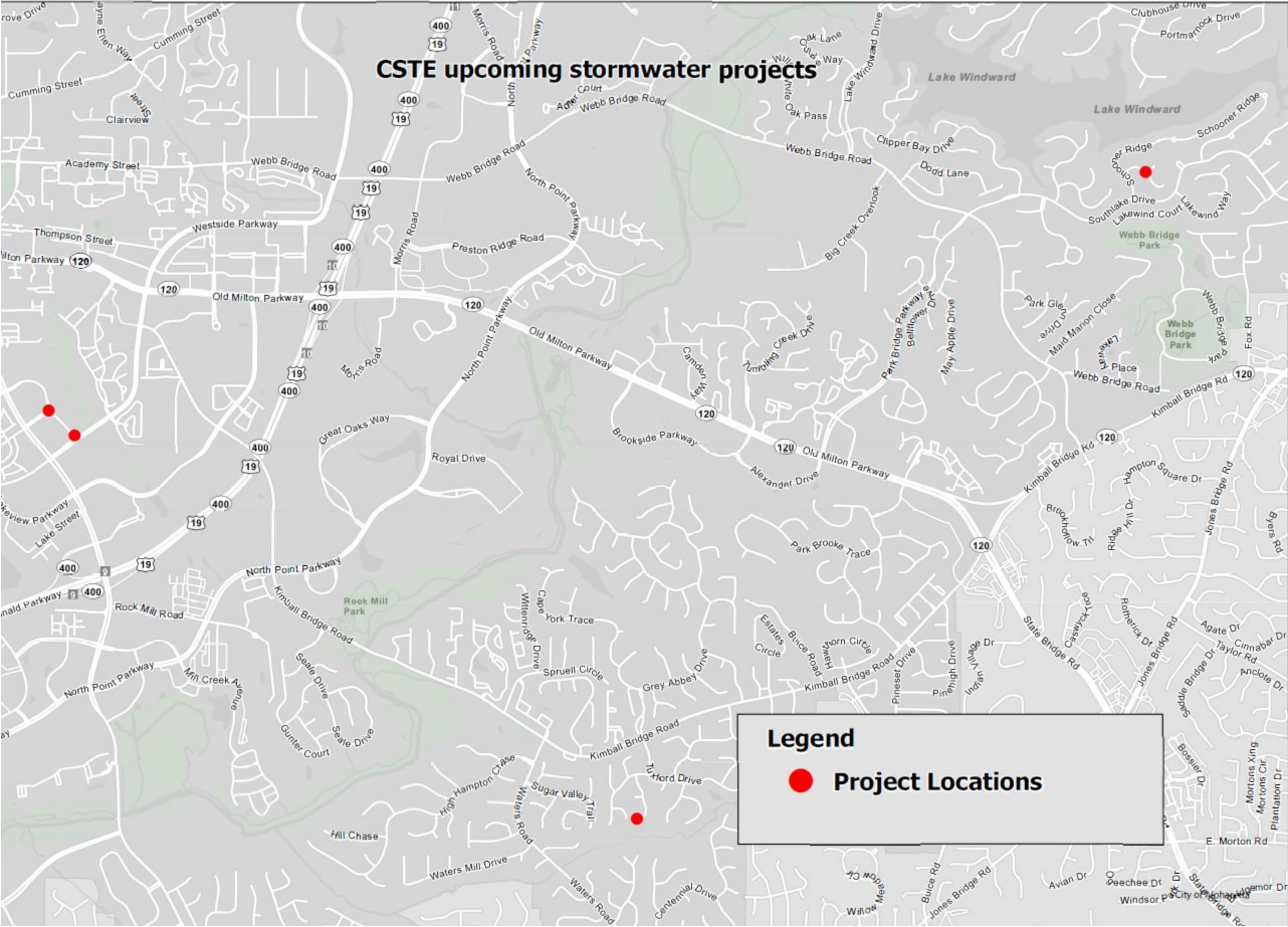
By: _____
Jeff M. Strickland, City Attorney

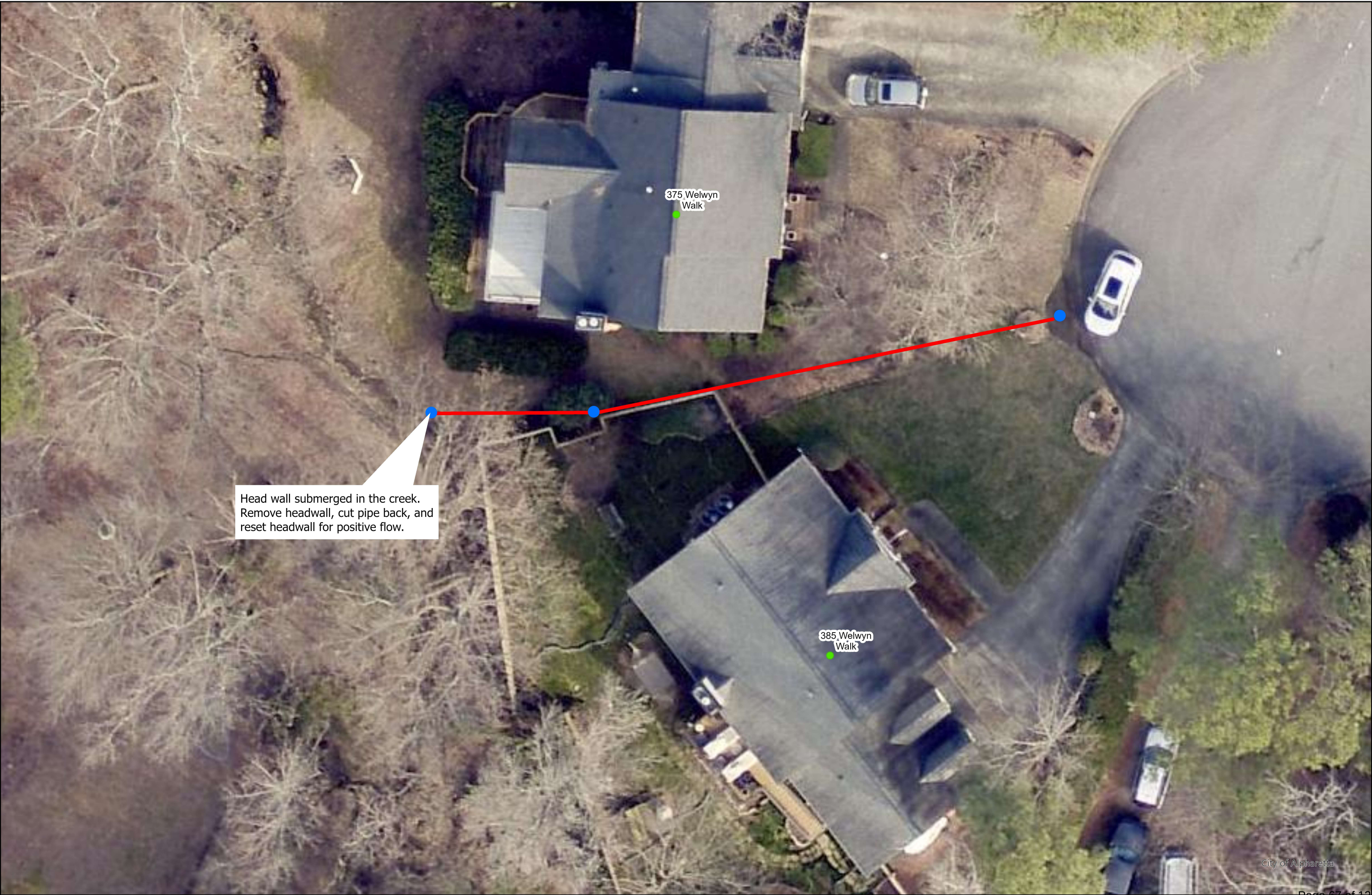
On-Demand Stormwater Repair Projects

- Curb and gutter replacement Task order throughout the city.
 - Relocate buried headwall at 385 Welwyn Walk
- Raise buried junction box for pipelining at seven seas court and clipper court.
- Catch basin replacements, Sidewalk and curb and gutter along rainwater Drive.
 - Throat and top replacement Task order throughout the city.

On-Demand Stormwater Repair Bid Tabulation													
The unit prices provided below were submitted during the RFP 24-122 process by the vendors shown below													
The amounts provided in this section a actual quantities for the task order.				CSTE INC		Azimuth Contractor LLC		Civil Construction & Utilities		GS Construction, INC		Site Engineering INC	
				Cost per unit pricing	\$ 448,126.75	Cost per unit pricing	\$ 730,943.00	Cost per unit pricing	\$ 792,164.00	Cost per unit pricing	\$ 1,113,280.00	Cost per unit pricing	\$ 810,720.00
				10% for Bonds, Insurance, Unforseen Repairs.	\$ 44,812.68	10% for Bonds, Insurance, Unforseen Repairs.	\$ 73,094.30	10% for Bonds, Insurance, Unforseen Repairs.	\$ 79,216.40	10% for Bonds, Insurance, Unforseen Repairs.	\$ 111,328.00	10% for Bonds, Insurance, Unforseen Repairs.	\$ 81,072.00
				Total Cost	\$ 492,939.43	Total Cost	\$ 804,037.30	Total Cost	\$871,380.40	Total Cost	\$ 1,224,608.00	Total Cost	\$ 891,792.00
ITEM #		Unit	Amount	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
	Traffic Control												
1	Traffic Control Major (Warning signs, lane closures, Flaggers, etc.)	DA	20	\$ 2,214.50	\$ 44290.00	\$ 1,150.00	\$ 23000.00	\$ 4,500.00	\$ 90000.00	\$ 7,500.00	\$ 150000.00	\$ 3,000.00	\$ 60000.00
2	Traffic Control Minor (Warning signs, Work Zone Safety, etc..)	DA	7	\$ 650.00	\$ 4550.00	\$ 700.00	\$ 4900.00	\$ 3,000.00	\$ 21000.00	\$ 1,500.00	\$ 10500.00	\$ 1,800.00	\$ 12600.00
	Existing/Precast Headwalls (per Alpharetta STD. 232)												
4	Precast Headwall for 24" Pipe	EA	1	\$ 2,549.25	\$ 2549.25	\$2,300.00	\$ 2300.00	\$2,100.00	\$ 2100.00	\$7,500.00	\$ 7500.00	\$3,500.00	\$ 3500.00
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205												
17	Demo and replace single wing catch basin top	EA	8	\$ 3500.00	\$ 28000.00	\$ 1600.00	\$ 12800.00	\$ 3500.00	\$ 28000.00	\$ 3000.00	\$ 24000.00	\$ 3000.00	\$ 24000.00
18	Demo and replace double wing catch basin top	EA	7	\$ 3500.00	\$ 24500.00	\$ 1800.00	\$ 12600.00	\$ 3700.00	\$ 25900.00	\$ 3500.00	\$ 24500.00	\$ 3500.00	\$ 24500.00
19	Demo and replance single wing throat inlet	EA	3	\$ 4500.00	\$ 13500.00	\$ 2400.00	\$ 7200.00	\$ 2750.00	\$ 8250.00	\$ 3000.00	\$ 9000.00	\$ 3000.00	\$ 9000.00
20	Demo and replace double wing throat inlet	EA	3	\$ 4500.00	\$ 13500.00	\$ 2400.00	\$ 7200.00	\$ 2750.00	\$ 8250.00	\$ 3500.00	\$ 10500.00	\$ 3500.00	\$ 10500.00
	Misc & Special Structures/Components												
81	Uncover Buried JB (4'-8')	EA	1	\$ 2800.00	\$ 2800.00	\$ 3500.00	\$ 3500.00	\$ 5000.00	\$ 5000.00	\$ 7500.00	\$ 7500.00	\$ 4000.00	\$ 4000.00
84	4' Riser installed	VF	4	\$ 226.00	\$ 904.00	\$ 250.00	\$ 1000.00	\$ 300.00	\$ 1200.00	\$ 1000.00	\$ 4000.00	\$ 800.00	\$ 3200.00
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)												
169	Demo and replace 5' sidewalk	LF	1300	\$ 35.00	\$ 45500.00	\$ 95.00	\$ 123500.00	\$ 150.00	\$ 195000.00	\$ 125.00	\$ 162500.00	\$ 110.00	\$ 143000.00
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)												
190	Curb & Gutter 6"x24"x12" High Back	LF	2462	\$ 38.00	\$ 93556.00	\$ 35.00	\$ 86170.00	\$ 75.00	\$ 184650.00	\$ 50.00	\$ 123100.00	\$ 120.00	\$ 295440.00
	Concrete street repair												
202	Demo, compact base, and repour street using high early DOT mix	CY	46	\$ 750.00	\$ 34500.00	\$ 1850.00	\$ 85100.00	\$ 950.00	\$ 43700.00	\$ 1100.00	\$ 50600.00	\$ 550.00	\$ 25300.00
	Stucture adjustment within concrete area												
205	Manhole adjusted to grade	VF	10	\$ 1250.00	\$ 12500.00	\$ 1200.00	\$ 12000.00	\$ 3500.00	\$ 35000.00	\$ 1000.00	\$ 10000.00	\$ 1500.00	\$ 15000.00
	Earthwork & Grading												
207	Clear and grubbing	SY	80	\$ 6.50	\$ 520.00	\$ 400.00	\$ 32000.00	\$ 15.75	\$ 1260.00	\$ 10.00	\$ 0.00	\$ 8.00	\$ 640.00
209	Haul-Off Soil Material	CY	36	\$ 48.00	\$ 1728.00	\$ 55.00	\$ 1980.00	\$ 80.00	\$ 2880.00	\$ 400.00	\$ 14400.00	\$ 80.00	\$ 2880.00
210	Finish Grading	SY	1400	\$ 9.75	\$ 13650.00	\$ 120.00	\$ 168000.00	\$ 17.50	\$ 24500.00	\$ 65.00	\$ 91000.00	\$ 10.00	\$ 14000.00
	Erosion Control/Landscaping												
212	Fill Dirt (Acquire and Place)	CY	110	\$ 78.00	\$ 8580.00	\$ 60.00	\$ 6600.00	\$ 100.75	\$ 11082.50	\$ 50.00	\$ 5500.00	\$ 80.00	\$ 8800.00
213	Screened Top Soil (Acquire and Place)	CY	50	\$ 76.00	\$ 3800.00	\$ 75.00	\$ 3750.00	\$ 110.50	\$ 5525.00	\$ 75.00	\$ 3750.00	\$ 150.00	\$ 7500.00
216	Stone Rip Rap Type III in Place	Ton	20	\$ 75.00	\$ 1500.00	\$ 60.00	\$ 1200.00	\$ 89.00	\$ 1780.00	\$ 150.00	\$ 3000.00	\$ 200.00	\$ 4000.00
218	Seed & Straw (Temp Grassing)	SF	2500	\$ 0.29	\$ 725.00	\$ 0.35	\$ 875.00	\$ 1.00	\$ 2500.00	\$ 3.00	\$ 7500.00	\$ 1.00	\$ 2500.00
220	Sodding Complete - Bermuda	SF	8600	\$ 2.10	\$ 18060.00	\$ 1.50	\$ 12900.00	\$ 1.75	\$ 15050.00	\$ 11.00	\$ 94600.00	\$ 4.00	\$ 34400.00
223	Pine Straw	SF	1000	\$ 0.29	\$ 290.00	\$ 1.00	\$ 1000.00	\$ 1.50	\$ 1500.00	\$ 2.00	\$ 2000.00	\$ 2.00	\$ 2000.00
225	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manaul	LF	150	\$ 7.00	\$ 1050.00	\$ 5.50	\$ 825.00	\$ 6.25	\$ 937.50	\$ 5.00	\$ 750.00	\$ 6.00	\$ 900.00

226	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA	2	\$ 260.00	\$ 520.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00	\$ 15.00	\$ 30.00	\$ 100.00	\$ 200.00
227	Geotextile Fabric (installed)	SF	100	\$ 2.85	\$ 285.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00
230	Hardwood Mulch (Dyed)	SF	1500	\$ 0.95	\$ 1425.00	\$ 1.00	\$ 1500.00	\$ 1.25	\$ 1875.00	\$ 20.00	\$ 30000.00	\$ 5.00	\$ 7500.00
	Miscellaneous Items												
231	Debris Removal, Tandem Dump Truck	CY	200	\$ 125.00	\$ 25000.00	\$ 60.00	\$ 12000.00	\$ 80.00	\$ 16000.00	\$ 350.00	\$ 70000.00	\$ 100.00	\$ 20000.00
232	Removal of Existing Drainage Structure	CY	42	\$ 80.00	\$ 3360.00	\$ 1400.00	\$ 58800.00	\$ 285.00	\$ 11970.00	\$ 500.00	\$ 21000.00	\$ 100.00	\$ 4200.00
233	Horizontal installation of Biobarrier under sidewalk	LF	250	\$ 0.31	\$ 77.50	\$ 19.00	\$ 4750.00	\$ 22.00	\$ 5500.00	\$ 500.00	\$ 125000.00	\$ 100.00	\$ 25000.00
234	Stone #57 in place	Ton	36	\$ 72.00	\$ 2592.00	\$ 65.00	\$ 2340.00	\$ 82.00	\$ 2952.00	\$ 75.00	\$ 2700.00	\$ 80.00	\$ 2880.00
237	Crusher Run in place	Ton	36	\$ 40.00	\$ 1440.00	\$ 48.00	\$ 1728.00	\$ 82.00	\$ 2952.00	\$ 75.00	\$ 2700.00	\$ 80.00	\$ 2880.00
240	Non Excavatable Flowable Fill	CY	100	\$ 425.00	\$ 42500.00	\$ 380.00	\$ 38000.00	\$ 350.00	\$ 35000.00	\$ 450.00	\$ 45000.00	\$ 400.00	\$ 40000.00
244	Obtain and install Tree Save per STD.L-6	LF	50	\$ 7.50	\$ 375.00	\$ 16.50	\$ 825.00	\$ 3.00	\$ 150.00	\$ 3.00	\$ 150.00	\$ 4.00	\$ 200.00

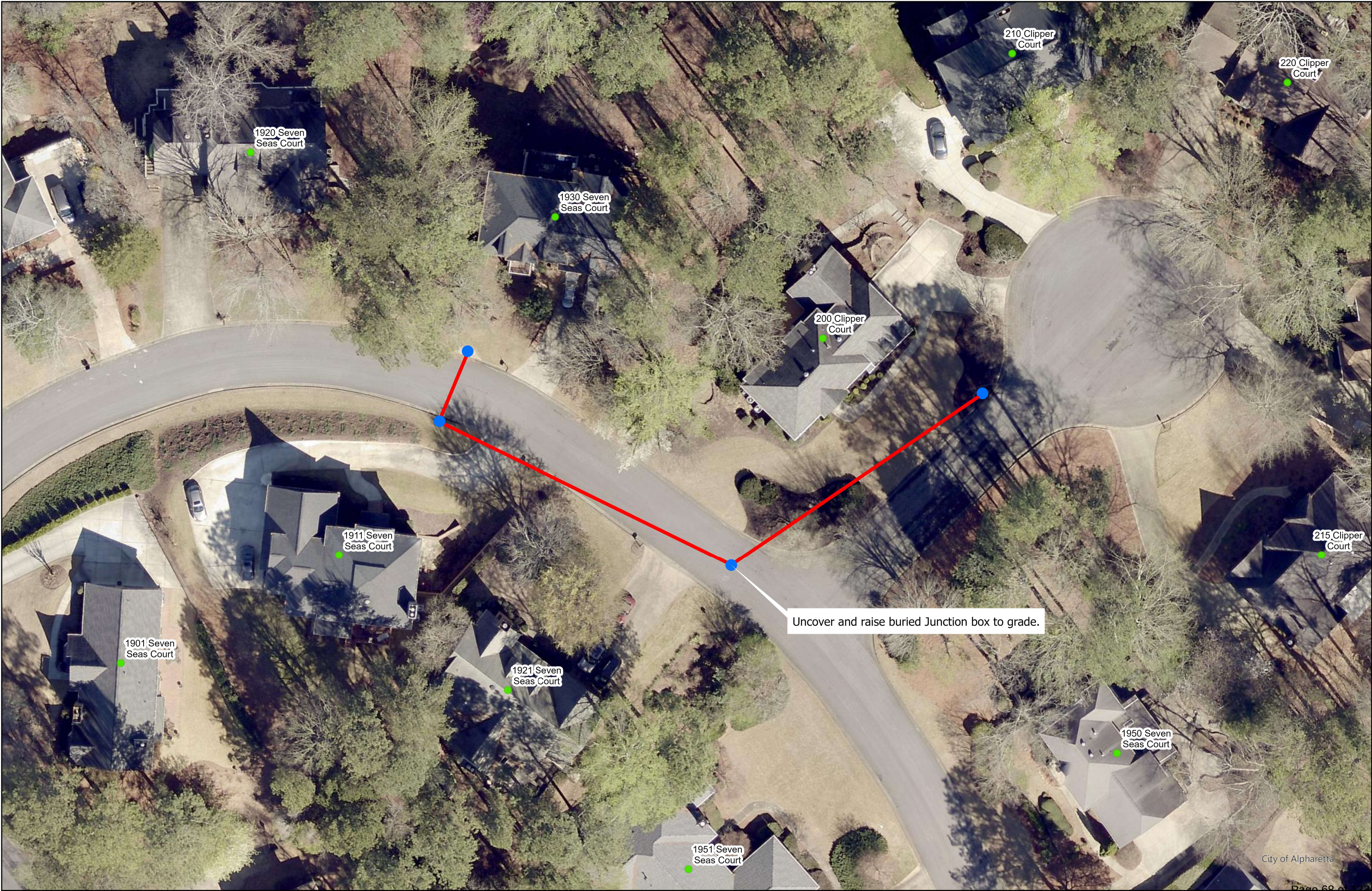




Head wall submerged in the creek.
Remove headwall, cut pipe back, and
reset headwall for positive flow.

375 Welwyn
Walk

385 Welwyn
Walk



Uncover and raise buried Junction box to grade.





STAFF REPORT

Department: Police
Submitted By: Stephanie Cochran
Meeting Date: October 6, 2025

AGENDA ITEM:

Purchase Approval: Police Taser Replacements

Consideration and approval of the purchase of and the award of a contract to Axon Enterprise, Inc. for replacement tasers, associated equipment, advanced training, and extended warranty through the Axon Taser 10 Certification Program, at a total cost of \$810,912 over a five-year term (FY 2026–FY 2030), and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the acquisition of replacement Tasers, associated equipment, advanced training, and extended warranty through the Axon Taser 10 Certification Program, at a total cost of \$810,912 over a five-year term (FY 2026–FY 2030), and authorize the Mayor to execute all necessary agreements and documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: TOTAL PROJECT COST:
\$810,912 OVER THE FIVE YEAR PERIOD ENDING IN
FY 2030. SPECIFICALLY, \$162,182.40 ANNUALLY
BETWEEN FY'S 2026-2030.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
10031100-523860 (Maintenance Contracts)	\$100,800.00
10031100-523860 (Maintenance Contracts – reallocation from Contingency)	\$61,383.00
10090000-579000 (Contingency – reallocation to Maintenance Contracts)	-\$61,383.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The Police Department's deployment of Tasers has significantly reduced higher use-of-force incidents, resulting in fewer injuries to both officers and suspects, as well as a decrease in related complaints. In light of national calls for police reform, emphasis has been placed on training, de-escalation, and the use of less-lethal options.

The Taser 10 represents the latest advancement in conducted electrical weapons. It offers a maximum range of 45 feet—double that of the current Taser 7—providing officers additional time and distance to safely de-escalate conflicts. The Taser 10 also incorporates upgraded software and components, increasing durability and reliability. With 10 individually deployable probes and up to 9 opportunities for effective connection, it significantly enhances operational effectiveness. Maintaining current and up-to-date equipment is essential to ensuring the department's ability to safely and effectively manage encounters.

The City's last large-scale Taser replacement occurred in 2020, funded through a capital lease with payments appropriated in the annual operating budget. At the conclusion of the current contract, the Taser 7 units will be over five years old and designated as "legacy" weapons. As such, they will no longer be covered under Axon's \$10 million insurance program or maintenance program, which only applies to current-generation equipment and software.

The Taser 10 Certification Package includes replacement of 142 units for the Police Department, along with associated equipment, advanced training, and extended warranties, plus an additional 18 units for Alpharetta Jail Corrections staff. The package provides:

- Batteries, holsters, and charging ports with built-in software update capability
- Unlimited replacement and training cartridges
- Virtual reality de-escalation training equipment and software (required by Axon for the annual Taser 10 recertification)
- Evidence.com licensing for training and deployment data storage
- Master and instructor-level training slots for personnel

The VR training enhances officer performance by building confidence, refining decision-making, and preparing officers for real-world encounters in a safe, controlled environment. By consolidating these training resources, the package also reduces costs typically borne by the Training Unit.

Financial Overview:

- 5-Year Term Total: \$810,912
 - Annual Cost: \$162,182.40 (FY 2026–FY 2030)
 - No financing/interest charges included
 - Package reflects \$29,799 in trade-in credits for 140 Taser 7 units
 - Estimated standalone cost outside the package exceeds \$1,713,000

The FY 2026 budget currently appropriates \$100,800 for Taser-related equipment and ammunition under the existing contract. The updated contract requires \$162,182.40 annually. To meet this cost, a reallocation of \$61,383 from General Fund Contingency to the Police Department Maintenance Contract account is requested, leaving an estimated Contingency balance of \$882,617. Beginning in FY 2027, the full annual cost will be incorporated into the department's budget request.

Axon Enterprise, Inc. remains the City's approved single-source provider of conducted electronic weapons and associated equipment. The Single-Source Designation form is attached to this agenda packet.

ALTERNATIVES:

Council could not approve the Taser 10 acquisition.

ATTACHMENTS:

1. Master Services and Purchasing Agreement
2. Contract Addendum for Axon Enterprises Inc.
3. Single Source Designation
4. Quote
5. TASER 10 Product Card

6. Axon VR Product Card Simulator Training

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will renew for an additional 5-year term ("**Renewal Term**") upon mutual agreement of the Parties. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon delivery to the Customer. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any

kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not

to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal

of Axon Devices.

17. Termination.

17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. General.

19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:****CITY OF ALPHARETTA, GEORGIA**

Signature: _____

Name: _____

Title: _____

Date: _____

By: _____

Jim Gilvin, Mayor**Approved as to substance:**

By: _____

Chris Lagerbloom, City Administrator**Approved as to form:**_____
City Attorney **Date**

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services

(collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 - 14.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 - 14.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**
 - 14.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 15.1. , The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")
 - 15.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
 - 15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - 16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

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- 16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 16.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 16.8. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
 - 16.9. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
 17. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

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6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
 7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
 11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

**MASTER SERVICES AND PURCHASING AGREEMENT BETWEEN CITY OF
ALPHARETTA, GEORGIA AND AXON ENTERPRISE, INC.**

ADDENDUM NO. 1

This Addendum supplements that certain Master Services and Purchasing Agreement (collectively referred to as the “Agreement”) between **AXON ENTERPRISE, INC.**, an Arizona corporation, (the “Axon”) and the **CITY OF ALPHARETTA**, a municipal corporation of the State of Georgia, (the “City”), of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement.

2. Term of Agreement.

If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 31 each calendar (contract) year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar (contract) year absent City’s provision of written notice of non-renewal to Axon at least thirty (30) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Axon until fully paid for by City.

3. Termination.

City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) days in advance of termination date.

4. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City’s sovereign immunity or any individual’s qualified, good faith or official immunities. Any provision of the Agreement requiring the City to indemnify Axon is only valid to the extent allowed by Georgia law.

5. Confidentiality.

Axon acknowledges that City’s disclosure of documentation is governed by Georgia’s Open Records Act, and Axon further acknowledges that if Axon submits records containing trade secret information, and if Axon wishes to keep such records confidential, Axon must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. Notwithstanding any provision to

the contrary, the City shall provide advance notice of any disclosure of Axon's Confidential Information unless prohibited by law, and shall only disclose as much Confidential Information as is required to be disclosed by any applicable judicial or administrative process, law or regulation.

6. Material Condition.

Compliance with each Section of this Addendum is material, and if Axon knowingly breaches any Section of this Addendum, it may be considered a material breach of the entire Agreement and may be grounds for termination or exercise of any other remedies available to City at law or in equity.

7. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other applicable provisions of Federal law, Axon agrees that, during performance of this Agreement, Axon, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Axon agrees to comply with all applicable implementing regulations and shall include the provisions of this Section, or substantially similar provisions, in every subcontract for services contemplated under this Agreement.

8. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.

Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless Axon shall provide evidence on the forms attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Axon hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A," and submitted such affidavit to City. Further, Axon hereby agrees to comply with the applicable requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event Axon employs or contracts with any subcontractor(s) to perform services for City, Axon agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with the Federal Immigration Reform Act and E-Verify. Axon agrees that the employee-number category designated below is applicable to it:

☒ 500 or more employees ☐ 100 or more employees ☐ Fewer than 100 employees

If Axon does not employ or contract with any subcontractor(s) to perform services for City, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

IN WITNESS WHEREOF, City and Axon have executed the Agreement, including this Addendum, effective as of _____.

AXON ENTERPRISE, INC.

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

City Attorney Date

EXHIBIT A

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025
in _____ (city), _____ (state).

Date of Authorization

AXON ENTERPRISES, INC

Name of Contractor

Signature of Authorized Officer or Agent

Name of Project

Printed Name and Title of Authorized Officer or
Agent

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT B

STATE OF GEORGIA
COUNTY OF FULTON

SUBCONTRACTOR AFFIDAVIT – EXAMPLE

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **AXON ENTERPRISES, INC.** on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025
in _____ (city), _____ (state).

Date of Authorization

AXON ENTERPRISES, INC

Name of Contractor

Signature of Authorized Officer or Agent

Name of Project

Printed Name and Title of Authorized Officer or Agent

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Form Name:	Sole Source/Single Source Justification Form
Browser:	Chrome 140.0.0.0 / Windows
IP Address:	50.228.237.102
Unique ID:	1385905103
Request ID:	#134
Submission Completed:	October 3, 2025 11:03 am
Process Time:	1 day(s), 18 hour(s), 30 minute(s), 5 second(s)
Participant(s):	Stephanie Cochran, Abigail Shipp, Shawn Mitchell, Tom Harris, Molly Esswein
Location:	34.111, -84.3025

Sole Source/Single Source Designation

Designation	Single Source Designation
Sole Source/Single Source Justification	The Police Department issues Axon TASER Conducted Energy Weapons (CEWs) to all certified Officers. These devices are a critical less-lethal option used to safely resolve confrontations and reduce risk of injury to both officers and subjects. Axon Enterprise, Inc. is the sole manufacturer, distributor, and authorized retailer of TASER-brand CEWs. Axon is also the only authorized service and repair provider for TASER energy weapons and accessories. No other vendor is authorized to manufacture, sell, or distribute TASER energy weapons. Because the TASER is proprietary to Axon and only available directly through Axon Enterprise, Inc., this procurement qualifies as a single source purchase. Please see the attached Sole Source Letter from Axon Enterprise, Inc., which confirms their exclusive rights as the sole authorized distributor and repair facility for TASER energy weapons. Accordingly, the purchase of TASER devices must be made directly from Axon Enterprise, Inc.

Is this Good/Service Available from Multiple Sources?	No
Is this a Technology Purchase?	No
Additional Documentation	https://www.formstack.com/admin/download/file/18577616303

General Information

Date	10/01/2025
Originator's Name	Stephanie Cochran
Originator's Email	scochran@alpharetta.ga.us



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-714160-45908JV

Issued: 09/08/2025

Quote Expiration: 10/15/2025

Estimated Contract Start Date: 12/15/2025

Account Number: 316775

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Alpharetta Dept. Of Public Safety - GA 2565 Old Milton Pkwy Alpharetta, GA 30009-2100 USA	Alpharetta Dept. Of Public Safety - GA 2565 Old Milton Pkwy Alpharetta GA 30009-2100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lauren Lewis Phone: Email: llewis@axon.com Fax:	David Freeman Phone: 770-876-2138 Email: dfreeman@alpharetta.ga.us Fax: (770) 241-1407

Quote Summary

Program Length	60 Months
TOTAL COST	\$810,912.00
ESTIMATED TOTAL W/ TAX	\$810,912.00

Discount Summary

Average Savings Per Year	\$43,751.24
TOTAL SAVINGS	\$218,756.18

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$162,182.40	\$0.00	\$162,182.40
Nov 2026	\$162,182.40	\$0.00	\$162,182.40
Nov 2027	\$162,182.40	\$0.00	\$162,182.40
Nov 2028	\$162,182.40	\$0.00	\$162,182.40
Nov 2029	\$162,182.40	\$0.00	\$162,182.40
Total	\$810,912.00	\$0.00	\$810,912.00

Quote Unbundled Price:	\$1,029,665.00
Quote List Price:	\$842,657.00
Quote Subtotal:	\$810,912.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	60	\$106.14	\$86.66	\$84.47	\$810,912.00	\$0.00	\$810,912.00
A la Carte Hardware									
100396	AXON TASER 10 - MAGAZINE - INERT RED	11			\$165.00	\$0.00	\$0.00	\$0.00	\$0.00
100401	AXON TASER 10 - CARTRIDGE - INERT	120			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$810,912.00	\$0.00	\$810,912.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	4	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	2	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	160	2	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	12	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	6	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	2400	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	1120	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	160	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	4	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	5	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	160	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	9	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	160	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	11/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	32	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	11/15/2025
A la Carte	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	1	11/15/2025
A la Carte	100401	AXON TASER 10 - CARTRIDGE - INERT	120	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	05/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	05/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	800	1	11/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	160	12/15/2025	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	160	12/15/2025	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	160	12/15/2025	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	12/15/2025	12/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	160
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	160
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	4	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	160	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	160	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	32	11/15/2026	12/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	11/15/2026	12/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2565 Old Milton Pkwy	Alpharetta	GA	30009-2100	USA
2	2565 Old Milton Pkwy	Alpharetta	GA	30009-2100	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	\$0.00	\$0.00	\$0.00
Year 1	100401	AXON TASER 10 - CARTRIDGE - INERT	120	\$0.00	\$0.00	\$0.00
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	\$162,182.40	\$0.00	\$162,182.40
Total				\$162,182.40	\$0.00	\$162,182.40

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	\$0.00	\$0.00	\$0.00
Year 2	100401	AXON TASER 10 - CARTRIDGE - INERT	120	\$0.00	\$0.00	\$0.00
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	\$162,182.40	\$0.00	\$162,182.40
Total				\$162,182.40	\$0.00	\$162,182.40

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	\$0.00	\$0.00	\$0.00
Year 3	100401	AXON TASER 10 - CARTRIDGE - INERT	120	\$0.00	\$0.00	\$0.00
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	\$162,182.40	\$0.00	\$162,182.40
Total				\$162,182.40	\$0.00	\$162,182.40

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	\$0.00	\$0.00	\$0.00
Year 4	100401	AXON TASER 10 - CARTRIDGE - INERT	120	\$0.00	\$0.00	\$0.00
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	\$162,182.40	\$0.00	\$162,182.40
Total				\$162,182.40	\$0.00	\$162,182.40

Nov 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	11	\$0.00	\$0.00	\$0.00
Year 5	100401	AXON TASER 10 - CARTRIDGE - INERT	120	\$0.00	\$0.00	\$0.00
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	160	\$162,182.40	\$0.00	\$162,182.40
Total				\$162,182.40	\$0.00	\$162,182.40

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/8/2025





/TASER 10

A NEW ERA IN LESS-LETHAL TECHNOLOGY

Through extensive research and customer feedback, Axon has developed our most capable and sophisticated TASER energy weapon to date. TASER 10 has a maximum range of 45 feet and 10 probes, featuring individually targeted probes and any-probe connect. These new capabilities significantly increase accuracy and effectiveness, decreasing the likelihood of escalation to lethal force.

FEATURES AND BENEFITS

/ 45-FOOT MAXIMUM RANGE

At nearly double the range of previous TASER energy weapons, TASER 10 creates more time and space to de-escalate and resolve conflicts.

/ 10 SINGLE-PROBE CARTRIDGES

10 single-probe cartridges provide users with up to 9 opportunities to achieve an effective connection and induce neuromuscular incapacitation (NMI).

/ INDIVIDUALLY TARGETED PROBES

Intuitive single probe deployment allows users to place each probe with precision and accuracy regardless of distance to the subject. Users can also create their own spread up close and at a long range, choosing their preferred target area.

/ ANY-PROBE CONNECT

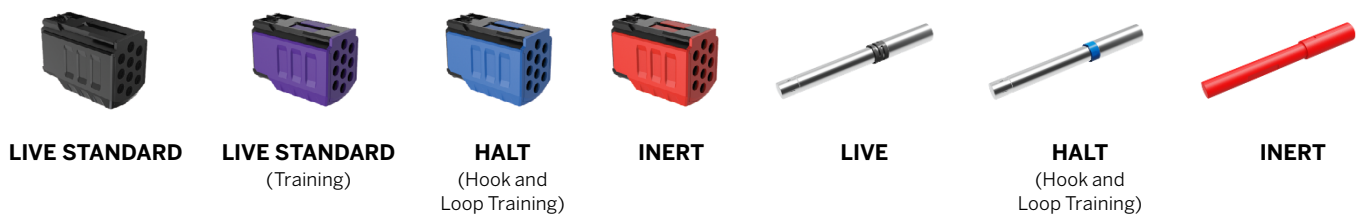
Users no longer need to concern themselves with probe polarity. Any two deployed probes can create a successful connection. If there are multiple (more than two) probe connections, TASER 10 automatically selects and energizes only the top four connections, safely optimizing neuromuscular incapacitation, regardless of the total number of probes deployed.

/ VR INTEGRATION

Integration with Axon VR allows officers to enhance TASER proficiency, use-of-force decision-making, confidence and accuracy under stress.

/ AUDIBLE AND VISUAL WARNING ALERT

A bright pulsing light and loud alert sound emit whenever the weapon's Warning Alert is initiated, allowing the user the opportunity to de-escalate without deploying cartridges.



/ MULTIPLE MAGAZINES

Multiple magazine and cartridge types allow officers to train more efficiently and differentiate between training and duty weapon use in Axon Evidence.

/ INVENTORY MANAGEMENT

Axon Device Manager mobile application allows agencies to quickly assign weapons and accessories and efficiently manage devices in the field.

/ DOCK AND WALK FUNCTIONALITY

Automatic firmware updates and weapon log downloads save agencies time and ensure weapons are always up to date.

/ RECHARGEABLE BATTERY

One battery for the life of the weapon; TASER 7 battery and dock compatibility.

/ DAYLIGHT GREEN LASER

A more visible green LASER improves user aim in daylight scenarios.

/ ENHANCED DATA MANAGEMENT

Full integration with Axon Evidence allows agencies to manage newly designed pulse graphs, weapons activity, event logs and firing logs as evidence.

/ ENHANCED DATA TRACKING

Automatically tracks when TASER 10 is inserted or removed from a holster, estimates deployment distance, and tracks which probes make a connection.

SPECIFICATIONS

WEATHER RESISTANCE

Dust and Water Ingress
Protection to International
Ingress Protection IP67

HOUSING

High Impact Polymer

OPERATING TEMPERATURE

-4 to 122 degrees F
[-20 to 50 degrees C]

DROP TEST

4.9-foot [1.5 M] drop

HUMIDITY

95% non-condensing

LASER

Class 3R Green LASER or
Class 2 Green Available

ILLUMINATION

210 Lumen LED in normal
flashlight operation, 1000 Lumen
Strobing LED in warning mode

WARRANTY

1 Year Manufacturer with
additional warranties available

USEFUL LIFE

5 Years (Recommended)



AXON VR SIMULATOR TRAINING



It takes constant training for public safety officers to perform at their best. But not all training is equal. Traditional police training can be time-consuming, unrealistic and expensive. **Axon VR represents the future of public safety training: immersive fundamental skills and de-escalation training that will ultimately make both civilians and public safety safer.**

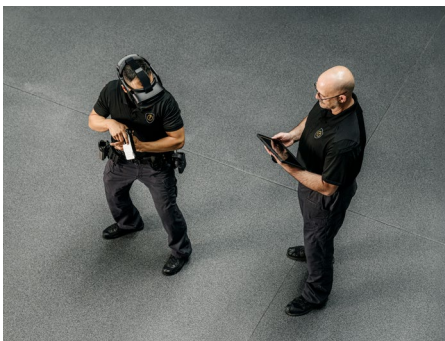
Axon VR adheres to the same rigorous principles that have underpinned Axon training programs for law enforcement over the past 30 years. Through Axon VR, public safety officers can be confident that they possess the tools to de-escalate dangerous situations and protect life.

WHY VR

VR allows trainees to “live” scenarios before they are encountered in the field, triggering similar stress responses and enabling trainees to build stronger muscle memory during training.

“VR learners train 4x faster and are 275% more confident.”

Price Waterhouse Coopers (PWC)*



TRAIN FOR THE REALITY OF TODAY —AND TOMORROW

Axon VR Training prepares officers for complex real-world scenarios using immersive content that enhances performance, critical thinking and de-escalation skills. State-of-the-art VR training technology can be deployed anytime, anywhere.

Axon VR is the most efficient and cost-effective way to train on TASER energy weapons.

/ SIMULATOR TRAINING

Immerses trainees in an open-range environment to enhance proficiency with TASER energy weapons and a handgun. Through repeated practice of fundamentals and skill-based training, trainees refine techniques such as weapon transitions, target assessment, verbal commands, drawing, targeting at varying distances, and accounting for various clothing types, body positions, and movements. These exercises enhance speed, accuracy, and confidence under stress.

FEATURES AND BENEFITS

/ TRAIN TRUE-TO-LIFE

Compatibility with TASER energy weapons and handguns enables officers to build muscle memory and train to proficiency without the need for extensive training time or live cartridge consumption.

/ END-TO-END TRAINING PLATFORM

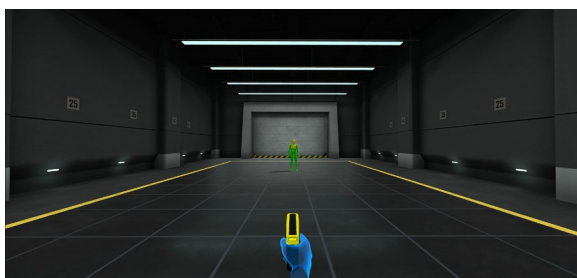
Decentralize training with an all-in-one wireless system that can be easily deployed anytime, anywhere — no PC, complex tracking equipment, or dedicated training space required.

“Axon’s new training platform allows our officers to train more efficiently, benefiting the responding officers and our community.”

Chief Jeri Williams

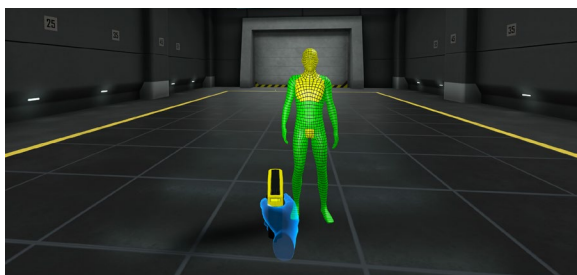
Phoenix Police Department

TRAINING EXERCISES



/ DISTANCE

Enhance proficiency by deploying TASER 10 at various distances. Refine accuracy in precise probe placement and spread for effective NMI.



/ DRAW REPS

Refine draw efficiency and proficiency in recovering and re-holstering through repetitive practice of the Ready, Arm, Aim, Threat, Make Safe, and Recover drill.



/ CLOTHING

Elevate proficiency by deploying TASER 10 at targets wearing obstructive clothing. Enhance target assessment and accuracy in precise probe placement and spread for effective NMI.



/ ALTERNATE POSITIONS

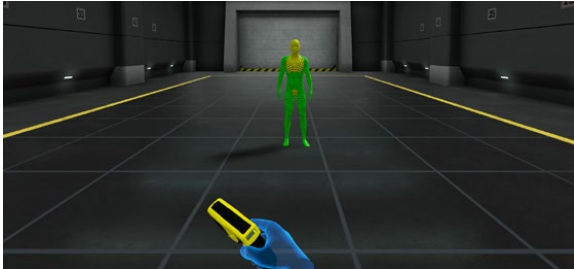
Hone proficiency by deploying TASER 10 at targets simulating unique body positions, improving probe placement accuracy and spread to achieve NMI.





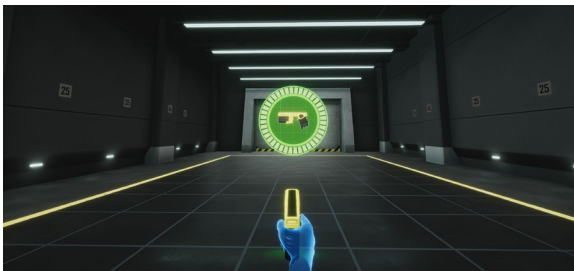
/ MOVING TARGETS

Elevate proficiency by deploying TASER 10 at moving targets simulating different speeds, body positions and directions. Improve target assessment, probe placement accuracy and spread to achieve NMI.



/ TIMED DEPLOYMENT

Refine proficiency by deploying TASER 10 while operating under time constraints. Refine deployment efficiency, probe placement accuracy and spread to achieve NMI.



/ WEAPON TRANSITIONS

Refine transitions between TASER energy weapons and handguns by responding to randomized verbal commands. Improve response times and safety protocols, reducing risk.



/ HANDGUN TARGETS

Positively identify and engage targets using a handgun. Enhance fundamentals of marksmanship, situational awareness and mental processing under cognitive load.



/ AFTER-ACTION REPORT

Trainees can assess their skills and progression by reviewing a detailed after-action report (AAR) provided at the end of each exercise.





STAFF REPORT

Department: Police
Submitted By: Stephanie Cochran
Meeting Date: October 6, 2025

AGENDA ITEM:

Purchase Approval: Operational Readiness for Police Officers Training

Consideration and approval to purchase the Operational Readiness for Police Officers - Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions training program through the University of North Georgia (in partnership with ZSchool) in the amount of \$59,400.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the purchase of the Operational Readiness for Police Officers - Practical Strategies for Addressing Opioid Use Disorder and Co-occurring Conditions training program through the University of North Georgia (in partnership with ZSchool) in the amount of \$59,400.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST FOR THE POLICE OPIOID TRAINING FOR 132 OFFICERS WOULD BE \$59,400 (\$450 PER OFFICER), USING FUNDS FROM THE OPIOID SETTLEMENT 213 FUND.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Training (Opioid Settlement Fund; 21331510-523700; transfer from Non-Allocated)	\$59,400.00
Non-Allocated (Opioid Settlement Fund; 21331510-579000; transfer to Training)	-\$59,400.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
.	\$0.00
.	\$0.00

ITEM DESCRIPTION:

Summary

The Alpharetta Police Department seeks approval to purchase the **Operational Readiness for Police Officers (ORPO)** training program, a university-accredited course developed through the University of North Georgia in partnership with ZSchool. This training will provide officers with critical skills to respond effectively to opioid-related crises and is expressly allowable under the Opioid Settlement Agreements.

Background

In January 2022, Georgia joined opioid litigation brought by states and local subdivisions against the three largest pharmaceutical distributors (McKesson, Cardinal Health, and AmerisourceBergen) and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson. These cases resulted in a combined settlement

of **\$636 million** for Georgia. To date the City of Alpharetta has received approximately \$80k which has been appropriated in a separate special revenue fund.

- **National Distributor Settlement:** Disbursed over 18 years
- **Janssen/J&J Settlement:** Disbursed over 9 years

On May 18, 2023, Governor Kemp established the **Georgia Opioid Settlement Advisory Committee (GOSAC)** to provide recommendations on the allocation of these funds. Investments have been directed toward expanding naloxone training and education for service providers, with a focus on addiction education, naloxone administration, and fostering recovery-oriented approaches.

Training Details

The ORPO program is an **evidence-based, self-paced online training** designed specifically for law enforcement. It equips officers to:

- Administer naloxone for overdose reversal
- Safely de-escalate high-stress encounters
- Apply harm-reduction strategies to reduce overdose deaths
- Connect individuals to treatment and diversion programs instead of incarceration

The training:

1. Aligns with **SAMHSA guidelines** for first responder and MAT (Medication-Assisted Treatment) education
2. Incorporates best practices from **PAARI** (Police Assisted Addiction and Recovery Initiative) and **LEAD** (Law Enforcement Assisted Diversion)
3. Meets the requirements of **Exhibit E, Section K** of the Opioid Settlement Agreements, which authorizes funding for “evidence-based training for law enforcement and first responders on effective strategies for addressing opioid use disorder.”

Program Highlights

- 4-hour, online, asynchronous course
- Four modules covering OUD, co-occurring conditions, de-escalation, naloxone use, harm reduction, and diversion strategies
- Scenario-based learning with role-play and decision-making exercises

Funding Request

The department requests \$59,400 from the \$80k of proceeds from Opioid settlements for the purpose of training 132 officers at a cost of \$450 per officer. This investment will ensure the Alpharetta Police Department is fully prepared to respond to the ongoing opioid crisis in Georgia.

ALTERNATIVES:

Do not approve the purchase of the Operational Readiness Training

ATTACHMENTS:

1. Quote
2. ORPO-Course-Alignment-with-Exhibit-E
3. operational-readiness-for-police-officers-oud-program-syllabus

Bill To

Alpharetta Police Department

,

Quote Date :

17 Sep 2025

#	Item & Description	Qty	Rate	Amount
1	Certificate Program - Operational Readiness for Police Officers: Practical Strategies for Addressing Opioid Use Disorder and Co- occurring Conditions	132	450.00	59,400.00
			Sub Total	59,400.00
			Total	\$59,400.00

Notes

Looking forward for your business.

The Operational Readiness for Police Officers: OUD course directly aligns with several key strategies and approved uses outlined in Exhibit E of the Opioid Settlement Fund Agreement. This ensures the course qualifies as a fundable initiative under the settlement guidelines, making it a valuable and compliant investment for law enforcement agencies.

Schedule A Core Strategies

Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses

The course trains officers in recognizing signs of opioid overdose and supports the safe use of naloxone in the field, addressing the expanded training needs for first responders.

Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment

Officers gain education and awareness about MAT, its benefits, and its role in recovery. This aligns with the provision to "provide MAT education and awareness training to... law enforcement and other first responders."

Expansion of Warm Hand-Off Programs and Recovery Services

The course emphasizes collaboration with community resources, including Crisis Intervention Teams (CIT), treatment providers, and recovery navigators, ensuring smooth transitions to care.

Treatment for Incarcerated Populations

By equipping officers with de-escalation techniques and knowledge of OUD treatment pathways, the program reduces risks during encounters with individuals transitioning into or out of the criminal justice system.

Prevention Programs

Training includes strategies to build trust and connect at-risk individuals to behavioral health services, aligning with pre-arrest diversion programs and post-overdose response efforts.

Schedule B Approved Uses

Treat Opioid Use Disorder (OUD)

The course promotes evidence-based approaches, including crisis intervention and harm reduction strategies, enabling officers to support treatment and recovery services for individuals with OUD and co-occurring conditions.

Support People in Treatment and Recovery

Officers learn how to connect individuals to resources such as recovery housing, peer support services, and job placement programs, fostering long-term recovery and community reintegration.

Connections to Care

By teaching officers to recognize readiness for treatment and utilize local referral networks, the course ensures individuals are connected to appropriate care pathways.

Address Needs of Criminal Justice-Involved Persons

The program prepares officers for pre-arrest diversion strategies and equips them with tools to reduce harm and engage individuals in evidence-based treatment options.

Prevent Overdose Deaths and Other Harms (Harm Reduction)

The course trains officers in harm reduction practices, including the use of naloxone, overdose response, and reducing stigma around OUD treatment.

First Responders

The course provides wellness training for officers, addressing secondary trauma associated with opioid-related emergencies and offering practical strategies for safe and effective crisis intervention.

Relevant Sections Supporting Training Costs (Including Overtime)

Schedule A Core Strategies - Naloxone or Other FDA-Approved Drug to Reverse Opioid Overdoses

“Expand training for first responders...”

This provision prioritizes training for first responders and implies that funding can cover related costs, which may include overtime to ensure officers can complete training without disrupting duty schedules.

Schedule B Approved Uses - Training

“Provide funding for staff training or networking programs...”

This explicitly mentions funding for training programs, which would include associated expenses like overtime for participants to complete required sessions.

Schedule A Core Strategies - Medication-Assisted Treatment (MAT) Distribution and Other Opioid-Related Treatment

“Provide MAT education and awareness training to... law enforcement and other first responders.”

The focus on law enforcement training indirectly supports the idea that funds can be allocated to cover associated costs, such as overtime, especially when training occurs outside normal shifts.

Schedule B Approved Uses - First Responders

“Provision of wellness and support services for first responders...”

This includes broader support for first responders, which could justify covering costs like overtime for training aimed at improving wellness and operational readiness.

Operational Readiness for Police Officers: OUD

Effective Strategies & Practical Techniques for Addressing Opioid Use Disorder & Co-occurring Conditions

This course is designed to prepare law enforcement officers to effectively handle crises involving Opioid Use Disorder (OUD) and related mental health conditions. With the opioid epidemic posing significant challenges for public safety, officers need the tools to respond with empathy, safety, and precision. Through four comprehensive modules, this course covers the complexities of OUD, including the legal considerations, the impact of co-occurring mental health disorders, and best practices for de-escalation. The goal is to equip officers with practical strategies to manage these crises safely, while building trust with individuals in need.

Each module introduces key concepts such as the CARE approach—Calm the situation, Assess for danger, Respond with empathy, and Engage resources—which serves as a practical framework officers can apply in the field. Officers will learn how to assess and manage high-risk situations, utilize verbal and non-verbal communication techniques, and connect individuals to appropriate care services. In addition, the course provides real-world case studies and scenario-based exercises that reinforce these skills and strategies in action.

Supplementary materials such as eBooks, discussion templates, posters, and referral network guides will be provided to further enhance learning. These resources ensure officers have easy access to important information and can build on their skills beyond the course itself. They also serve as quick reference guides during real-world situations where immediate action is necessary.

Ultimately, this course is aimed at improving officer-community relations by fostering trust and reducing the stigma around addiction. By focusing on harm reduction and non-punitive approaches, officers will be better positioned to support individuals with OUD, reduce the risk of escalation, and strengthen community ties through compassionate, effective interventions.



Program Summary

The program consists of four modules, as listed below:

- 1: Understanding OUD & Co-occurring Conditions
- 2: Recognizing & Responding to OUD
- 3: Best Practices for Field Collaboration
- 4: Real-World Application & Resource Utilization

Each module contains video presentations, lively discussions, hands-on assignments, knowledge challenges, helpful reference posters, eBooks, and is wrapped up with an optional resource page, allowing you to take a deeper dive into subjects that interest you, from various viewpoints.

The main topics of each module are summarized below:

Module 1: Understanding OUD & Co-occurring Conditions

This module provides an in-depth exploration of Opioid Use Disorder (OUD) and its common co-occurring mental health conditions, such as anxiety, depression, and PTSD. You'll learn to recognize the behavioral and physical signs of OUD, understand the challenges posed by co-occurring conditions, and explore the best practices for identifying individuals at risk. By the end of the module, you'll have a foundational understanding of how to respond effectively to these crises, focusing on compassionate care and safe intervention

<i>Main topics</i>	<i>Description</i>
Recognizing & Responding to an Opioid Overdose Emergency	Learn to recognize the signs and symptoms of a suspected opioid overdose and how to respond effectively. This includes checking for responsiveness, calling 911, administering Naloxone, providing rescue breathing or CPR, and offering aftercare.
Opioid Use Disorder (OUD) & the Opioid Crisis	Gain an understanding of OUD and the current state of the opioid crisis. We'll explore the causes and consequences of opioid misuse, identify common signs and symptoms of OUD, and examine the impact of this crisis on individuals and communities. This foundational knowledge is crucial for recognizing and responding to opioid-related crises effectively.
Signs of an Overdose & Co-occurring Mental Health Disorders	Learn how to identify the critical signs of an opioid overdose and understand the importance of quick intervention. You'll also explore the connection between Opioid Use Disorder (OUD) and co-occurring mental health disorders, such as anxiety, depression, and PTSD. By recognizing both the physical signs of overdose and the underlying mental health struggles, you'll be better equipped to respond effectively in crisis situations.

Discussion: Working to Reduce the Stigma

People who struggle with issues like Opioid Use Disorder (OUD) or mental health conditions are often stigmatized, which can prevent them from seeking help or being treated with compassion. Recognizing and addressing stigma is crucial to fostering more supportive, respectful environments for individuals in crisis. Read this article to learn more and join the discussion.

Assignment: Your Self-Assessment

Using the SHAPE framework - Strength, Helpfulness, Awareness, Proactivity, and Empathy - this self-assessment is designed to help you reflect on your current skills and identify areas for improvement as you progress through the course.

Module 2: Recognizing & Responding to OUD

This module equips you with the tools and techniques necessary to recognize and respond to individuals experiencing a crisis due to OUD. You'll explore the key behavioral and physical signs of opioid use and learn how to apply verbal and non-verbal de-escalation techniques to safely manage high-risk situations. The module emphasizes crisis intervention strategies that prioritize both officer and public safety while helping individuals with OUD receive the care they need.

Main topics	Description
Crisis Intervention for OUD	In this presentation, you'll be introduced to the unique challenges of responding to crises involving individuals with Opioid Use Disorder (OUD). You'll learn how to approach these situations safely and effectively using proven crisis intervention techniques, prioritizing both safety and empathy. This video provides a foundation for understanding the importance of de-escalation and trust-building when handling high-risk OUD situations.
Verbal De-escalation Techniques for Crisis Intervention	Explore essential verbal de-escalation techniques for effectively managing crises involving individuals with Opioid Use Disorder (OUD). You'll learn how to use calm, non-confrontational language and active listening to build trust and reduce tension during high-stress situations. These techniques will help you communicate more effectively and safely when engaging with individuals in crisis.
Discussion: The Power of Words in De-escalating Crisis Situations	Read the article on the importance of language in de-escalation, offering practical examples of how specific words, tone, and phrasing can either defuse or escalate a crisis. It highlights techniques such as active listening, reflective statements, and the use of neutral, calming language to create trust and rapport in tense situations. Then, grab a reference poster and join the discussion.

Non-Verbal Communication & Body Language in Crisis Intervention

This presentation focuses on the critical role that non-verbal communication and body language play during crisis interventions with individuals affected by Opioid Use Disorder (OUD). You'll learn how your posture, gestures, and facial expressions can either help calm a situation or unintentionally escalate it. Understanding these non-verbal cues will allow you to engage more effectively with individuals in crisis, ensuring a safer and more controlled response. Plus, download the "De-Escalation Field Guide" for your continued reference.

Assignment: Applying Crisis Intervention Strategies

Apply the verbal and non-verbal de-escalation techniques learned by responding to real-world crisis scenarios involving individuals with OUD. For each situation, you'll explain how you would use both verbal and non-verbal strategies to de-escalate the crisis safely and effectively.

Module 3: Best Practices for Field Collaboration

Next, focus on the collaborative approaches essential for managing crises involving individuals with Opioid Use Disorder (OUD). You'll learn how to engage with healthcare providers, treatment centers, and community resources to ensure individuals receive the appropriate care. Emphasizing harm reduction principles, this module covers best practices for field collaboration and the importance of building strong partnerships with local and state resources. By integrating these strategies, you'll improve outcomes and foster safer interactions in the field. You'll also receive the comprehensive guide to National & Local Resources.

<i>Main topics</i>	<i>Description</i>
Introduction to Harm Reduction & Treatment Options	Learn about harm reduction strategies and the different treatment options available for individuals with Opioid Use Disorder (OUD). We'll discuss how harm reduction focuses on safety and minimizing risks, even when individuals aren't ready to stop using. You'll also get an overview of Medication-Assisted Treatment (MAT) and how combining medical and behavioral therapies can support long-term recovery.
Identifying Readiness for Treatment & Making Referrals	You'll learn how to recognize when someone with OUD is ready for treatment and how to make effective referrals. We'll explore the signs that indicate a person is open to change, as well as strategies to motivate them toward recovery. You'll also see how partnering with community resources, like Crisis Intervention Teams (CIT), can help ensure individuals get the support they need.
Discussion: Motivational Interviewing - Helping People Change	By using motivational interviewing, you can encourage positive decisions, build trust, and promote cooperation without confrontation. For police officers, this method is particularly valuable in crisis situations where individuals may be struggling with issues like OUD or mental health challenges. Read the article, download the "Practical Guide to Motivational Interviewing" eBook, and join the discussion.

Building & Navigating Local Referral Networks

Learn how to effectively map and navigate local referral networks to support individuals with Opioid Use Disorder (OUD) and co-occurring conditions. You'll discover how building partnerships with community resources, treatment centers, and Crisis Intervention Teams (CIT) can lead to better outcomes. We'll also cover the importance of formalizing these relationships through Memoranda of Understanding (MOUs) to create lasting, effective collaborations. After the lesson, download the "Building Trust in Communities" eBook for your continued reference.

Assignment: Best Practices For Field Collaboration

Apply the collaboration strategies you've learned by responding to real-world scenarios involving individuals with Opioid Use Disorder (OUD). You'll demonstrate how to use harm reduction strategies, assess readiness for treatment, make referrals, and build local referral networks.

Module 4: Real-World Application & Resource Utilization

This module brings together everything you've learned through scenario-based exercises designed to apply the skills and strategies needed to handle crises involving Opioid Use Disorder (OUD). You'll participate in realistic scenarios, using the CARE approach — Calm the Situation, Assess for Danger, Respond with Empathy, and Engage Resources — as well as de-escalation techniques, collaboration skills, and referral processes to connect individuals with the appropriate resources.

Main topics	Description
The CARE Approach	You'll discover the CARE approach, a step-by-step method designed to help you de-escalate crises, connect individuals to resources, and minimize risks. The CARE approach—Calm, Assess, Respond, Engage—guides you through each phase of handling real-world scenarios involving individuals with OUD. By applying these strategies, you'll be better equipped to ensure safety while supporting individuals in need. Then, download the CARE Approach poster for your reference.
Real-World Scenario: Handling a Crisis in a Public Setting	Next, you'll walk through a real-world scenario where an individual with OUD experiences a crisis in a public setting. We'll guide you step-by-step through the process of applying the CARE approach to de-escalate the situation, manage bystanders, and connect the individual to the right resources. You'll learn how to stay calm, maintain safety, and effectively navigate the challenges of a high-visibility crisis.
Discussion: Applying the CARE Approach	Grab the "De-Escalating with CARE" poster describing using the CARE approach for a structured way to overcome resistance and handle crises effectively, overcoming barriers while keeping safety and compassion at the forefront. Then, join the discussion.

Real-World Scenario: Handling a Crisis in a Residential Setting

In this final presentation of the course, you'll work through a real-world scenario where an individual with Opioid Use Disorder (OUD) experiences a crisis in a residential setting. We'll show you how to apply the CARE approach to safely de-escalate the situation, navigate challenges unique to residential environments, and connect the individual with the resources they need. You'll learn how to prioritize safety while managing a more private, less controlled crisis environment.

Assignment: Developing a Crisis Intervention Action Plan

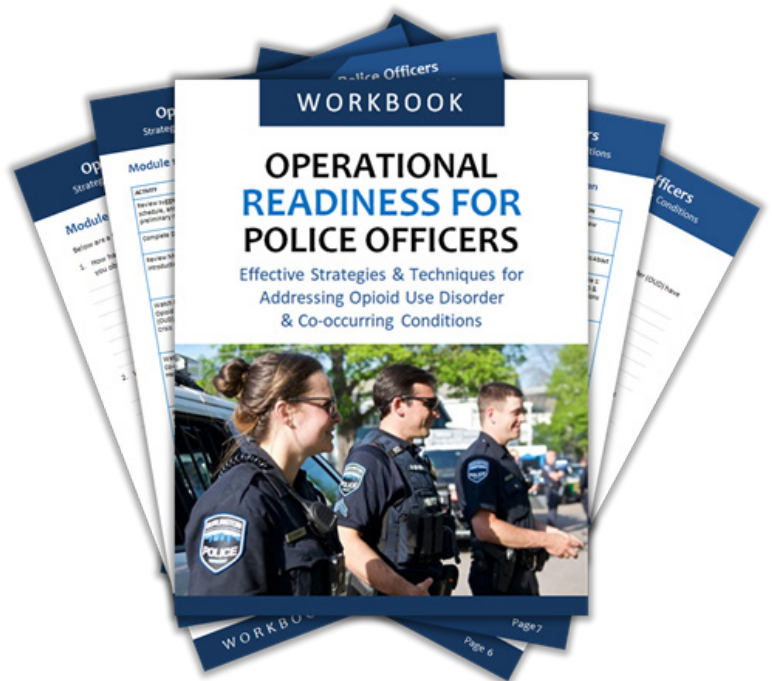
Develop a detailed action plan for managing a crisis involving an individual with OUD in a residential setting. Using the CARE approach and other strategies you've learned, you'll outline how to de-escalate the situation, ensure safety, and connect the individual and their family to local resources.

The Course Workbook

This "Operational Readiness for Police Offices Opioid Use Disorder (OUD) Workbook" is designed to guide you through this short course on understanding and responding to individuals affected by OUD and co-occurring mental health conditions. As law enforcement officers, you play a crucial role in addressing the challenges posed by the opioid crisis. This workbook contains course descriptions, lesson plans, discussion topics, and plenty of space for your notes. Use it as your personal guide to reinforce your skills and apply what you've learned with confidence.

This workbook is not only a resource for you to collect your notes, but also to use as a discussion guide. If you're experiencing the course together as a team, reflect on the discussion points provided for each module to reinforce key concepts.

Print and use this workbook to stay organized and get the most out of your learning experience! It's designed to guide you through the course with course descriptions, lesson plans, discussion topics, and plenty of space for notes. Keep everything in one place as you build your skills and apply what you've learned with confidence.



Program Outline

This outline lists each course page included for each section.

Course Overview

1. Schedule & Program Details
2. Your Faculty
3. Your Course Workbook
4. Discussion: Tell us about yourself!

1: Understanding OUD & Co-occurring Conditions

1. Presentation: Opioid Use Disorder (OUD) & the Opioid Crisis
2. Video: Recognizing & Responding to an Opioid Overdose Emergency
3. Presentation: Co-occurring Mental Health Disorders
4. Discussion: Working to Reduce the Stigma
5. Presentation: Legal Considerations & Crisis Intervention
6. Assignment: Your Self-Assessment
7. Knowledge Challenge
8. Helpful Resources

2: Recognizing & Responding to OUD

1. Presentation: Crisis Intervention for OUD
2. Presentation: Verbal De-escalation Techniques for Crisis Intervention
3. Discussion: The Power of Words in De-escalating Crisis Situations
4. Presentation: Presentation: Non-Verbal Communication & Body Language in Crisis Intervention
5. Assignment: Applying Crisis Intervention Strategies
6. Knowledge Challenge
7. Helpful Resources

3: Best Practices for Field Collaboration

1. Presentation: Introduction to Harm Reduction & Treatment Options
2. Presentation: Identifying Readiness for Treatment & Making Referrals
3. Discussion: Motivational Interviewing - Helping People Change
4. Presentation: Building & Navigating Local Referral Networks
5. Assignment: Best Practices for Field Collaboration
6. Knowledge Challenge
7. Helpful Resources

4: Real-World Application & Resource Utilization

1. Presentation: The CARE Approach
2. Presentation: Real-World Scenario: Handling a Crisis in a Public Setting
3. Discussion: Applying the CARE Approach
4. Presentation: Real-World Scenario: Handling a Crisis in a Residential Setting
5. Assignment: Developing a Crisis Intervention Action Plan
6. Knowledge Challenge
7. Helpful Resources

Program Wrap-Up

1. Overall Course Feedback
2. Collect the Entire Power Pack
3. Getting Your Certificate and Badge



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: October 6, 2025

AGENDA ITEM:

Resolution: True North 400 Community Improvement District Expansion

Consideration and adoption of a resolution consenting to the expansion of the True North 400 Community Improvement District.

STAFF RECOMMENDATION:

Adopt a resolution consenting to the expansion of the True North 400 Community Improvement District or defer to a later meeting.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

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

True North 400 would like to expand its Community Improvement District ("CID"). True North 400's expansion package (attached) was recently certified by the Fulton County Tax Commissioner, and their Board of Directors is seeking the City's consent to expand the True North 400/North Fulton CID boundary.

The expansion of the boundaries will result in the addition of twenty-nine (29) parcels into the True North 400 Community Improvement District (CID).

ALTERNATIVES:

Do not adopt the resolution and do not consent to the expansion of the CID.

ATTACHMENTS:

1. Resolution True North 400 Expansion
2. 2025 NFCID EXPANSION REQUEST
3. GA 400 2025 Expansion Map



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA CONSENTING TO THE EXPANSION OF
THE TRUE NORTH 400 COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, by Act of the Legislature, 1987 Ga. L. 5460, as amended, the Georgia Legislature enacted the Fulton County Community Improvement Districts Act; and

WHEREAS, pursuant to said Act, the True North 400 Community Improvement District (hereinafter "CID") was created by Resolution of the Fulton County Commission, the City of Alpharetta, and the City of Roswell in 2003, and consented to by the City of Milton in 2007; and

WHEREAS, a majority of the owners of real property within a proposed expansion area, as attached hereto, which will be subject to taxes, fees, and assessments levied by the District Board, have consented in writing their inclusion into the CID; and

WHEREAS, the owners of real property within the proposed expansion area of the CID, which constitutes at least 75% by value of all real property within said expansion area which will be subject to taxes, fees, and assessments levied by the District Board, according to the most recently approved Fulton County ad valorem tax digest, have consented in writing to their inclusion into the CID; and

WHEREAS, the Alpharetta City Council has determined that the expansion of the CID would promote the provision of governmental services and facilities within said District; and

WHEREAS, the Alpharetta City Council has also determined that the expansion of the CID would be in the best interests of the citizens of the City of Alpharetta.

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

- The City of Alpharetta consents to the expansion of the boundaries of the True North 400 Community Improvement District, as attached hereto.

SO RESOLVED this 6th day of October 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 Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.



STATE OF GEORGIA
COUNTY OF FULTON

CERTIFICATE OF COMPLIANCE

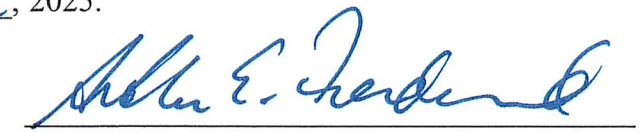
I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the North Fulton Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act (Ga. L. 1987, p. 5460), as amended, the following:

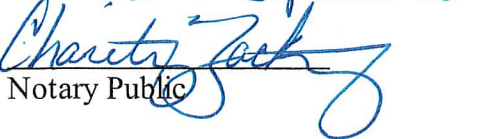
That written consents to the expansion of the Community Improvement District have been obtained from:

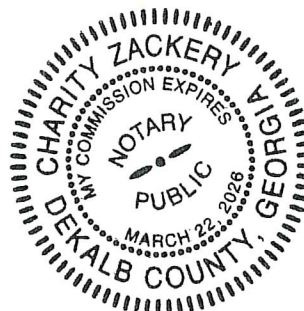
1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent approved County ad Valorem tax digest.

This the 25th day of September, 2025.


Witness


ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 25th day of September 2025

Notary Public



North Fulton CID Expansion 9/2025

Parcel ID	Tax District	Owner	Own	Consent Owners	LUC	Assessed Value	Consent Value
21 552010400428	10	CARSON DEVELOPMENTS INC & MC DONALD INDUSTRIAL XL VII LLC	1	1	3C3	\$ 1,080,000	\$ 1,080,000
22 529011850445	10	NEW CINGULAR WIRELESS PCS LLC	1	1	3B3	\$ 5,494,560	\$ 5,494,560
22 529011850544	10	NEW CINGULAR WIRELESS PCS LLC			320	\$ 475,240	\$ 475,240
22 546012600728	10	PARKVIEW OFFICE LLC	1	1	3A3	\$ 3,400,000	\$ 3,400,000
12 258306930826	10	RENASANT BANK	1	1	351	\$ 640,840	\$ 640,840
12 234006000509	45	NORTHSIDE HOSPITAL INC	1	1	349	\$ 4,480,000	\$ 4,480,000
12 216005190373	45	ROSWELL AUTO INVESTMENTS LLC	1	1	331	\$ 1,797,840	\$ 1,797,840
12 216005190381	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 742,800	\$ 742,800
12 225105460164	45	ROSWELL AUTO INVESTMENTS LLC			331	\$ 761,080	\$ 761,080
12 216005181182	45	ROSWELL AUTO INVESTMENTS II LLC			332	\$ 2,008,400	\$ 2,008,400
12 225105460073	45	GUARINO PROPERTIES LLC	1		332	\$ 455,600	\$ 455,600
12 230005660392	45Z	A&S HOSPITALITY ROSWELL LLC	1		254	\$ 2,672,400	\$ 2,672,400
12 241005830638	45Z	BRIXMOR HOLCOMB BRIDGE OUTPARCEL LLC	1		351	\$ 540,000	\$ 540,000
12 241005840736	45Z	BRIXMOR KINGS MARKET LLC	1		300	\$ 221,440	\$ 221,440
12 229005380589	45Z	FNWRL LLC	1		321	\$ 1,566,240	\$ 1,566,240
		NON QUALIFYING PARCELS W/I CID					
12 246206480349	10	VILLA MAGNOLIA LLC			100	\$ 150,560	\$ -
12 258306930842	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258306930859	10	AMANA ACADEMY INC			612	\$ -	\$ -
12 258106930026	10	BAPTIST CHURCH			620	\$ -	\$ -
12 229005380605	45	CITY OF ROSWELL GEORGIA			3C3	\$ 1,811,200	\$ -
12 229005380654	45	CITY OF ROSWELL GEORGIA			3C3	\$ 3,380,000	\$ -
12 225005470628	45	CITY OF ROSWELL			699	\$ -	\$ -
12 218205220281	10	CND LOWE LANE LLC			100	\$ 355,840	\$ -
12 218005040046	45	SREIT GRANDE OAKS LLC			2X1	\$ 20,464,600	\$ -
12 219705031707	45	PARK AT OLD ROSWELL COMMUNITY ASSOCIATION INC			111	\$ 8,280	\$ -
12 218005050490	45	555 EAGLES L P			2A1	\$ 13,560,000	\$ -

11	6		\$ 26,336,440	\$ 20,880,760
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79%

50%+1 = 55%

75% = \$ 19,752,330

CURRENT EXPANSION 2025

- Existing CID Footprint
- 2025 Expansion Areas

