CITY COUNCIL MEETING & PUBLIC HEARING
DECEMBER 1, 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: Wreaths Across America

B. Award Presentation: Georgia Recreation and Parks Association's Recreation Programming Network Distinguished Support Staff to Stacey Shirley

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 11/17/2025)
Consideration and approval of the City Council meeting minutes from the meeting of November 17, 2025.

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

B. E-25-09 Activate Games Sign Exception
Consideration of a sign exception to allow an additional wall sign for Activate Games. An exception is requested to Unified Development Code (UDC) Subsection 2.6.12(E) to allow a third wall sign. The property is located at 3020 Windward Plaza and is legally described as being located in Land Lots 1048, 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia.

C. Ordinance: Professional Bondsman Text Amendments
FIRST READING
Consideration and adoption of an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

D. Ordinance: Insurer License Fees Text Amendments
FIRST READING
Consideration of an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

E. Ordinance: Mobile Food Vendors and Pawnshops Text Amendments
FIRST READING
Consideration of an ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

F. The following items have been deferred and will not be considered during this meeting.

1. MP-25-08/CU-25-13/V-25-17 Hanover Windward Park/Windward MP Pod 66
This request has been deferred by the applicant and will not be considered at the December 1, 2025 Council meeting.
Consideration of a master plan amendment, conditional use, and variances to allow 315 'Dwelling,

'For-Rent' units on 47.65 acres in the Windward Park mixed-use development. A master plan amendment is requested to the Windward Master Plan Pod 66 to add 'Dwelling, 'For-Rent', as well as other modifications to the Windward Park mixed-use development. A conditional use is requested to allow 'Dwelling, 'For-Rent'. Variances are requested to Unified Development Code (UDC) Subsection 2.7.0(b)(1) to increase the distance to/from the off-street parking to the residential unit; UDC Subsection 2.7.0(b)(4) to reduce the minimum floor area of required balconies; UDC Subsection 2.7.0(b)(6) to reduce the first floor minimum ceiling height; and UDC Subsection 2.5.1(A) to reduce the 'For-Rent' residential parking requirement. The property is located at 0 North Point Parkway and 0 Dryden Road and is legally described as being located in Land Lots 1112, 1177 & 1188, 2nd District, 2nd Section, Fulton County, Georgia.

2. **PH-25-18 Hudson Park – Change of Condition**
   This request has been deferred by Staff and will not be considered at the December 1, 2025 City Council meeting.
   Consideration of a request to change previous conditions of zoning related to the Weatherford House. The proposed change would allow for the disassembling and reassembling of the Weatherford House instead of restoration of the existing structure. The property is located at 193 Canton Street and is legally described as being located in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

3. **Z-25-10/V-25-22 Levitan/75 & 91 Roswell Street**
   This request has been deferred by Staff and will not be considered at the December 1, 2025 City Council meeting.
   Consideration of a rezoning and variance to allow for the construction of 9 'For-Sale' single-family dwelling units, including 5 detached homes and 4 semi-detached homes, on 1.12 acres in the Downtown. A rezoning is requested from C-2 (General Commercial) to DT-C (Downtown Core) and a variance is requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.3.3 to modify streetscape requirements along Roswell Street, Marietta Street and Cotton Alley. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

7. NEW BUSINESS

A. Fiscal Year 2026 HVAC Replacements
Consideration of approval to award a HVAC Replacment to AComfort for an amount of $65,595.14 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Crabapple gym and with authorization for the Mayor to execute all necessary documents.

B. Request For Proposals (RFP) 26-101 – Design/Build: Farm House Heritage Park
Consideration of approval of the award of a contract for RFP 26-101 to Hasbun Construction, LLC for the design/build of the Farm House Heritage Park in an amount totaling $1,898,860.00, and with authorization for the Mayor to execute all necessary documents.

C. Request For Proposals (RFP) 26-102 - Design/Build: Wills Park Baseball Field 5 Artificial Turf Conversion
DEFERRED: This item has been deferred by Staff and will not be considered during this meeting.
Consideration of approval of the award of a contract for RFP 26-102 to Sprinturf, LLC for the design/build conversion of Wills Park Baseball Field 5 to an artificial turf field in an amount totaling $712,765.00, accepting the funding and associated payment terms from the Alpharetta Youth Baseball Association in an amount totaling $356,382.50 (50% of project cost), and with authorization for the Mayor to execute all necessary documents.

D. Yellow Playground Structure at Wills Park
Consideration of approval of the design and build services through Sourcewelll contract #010521 with Playground Creations a division of Architectural Design Specialties, Inc., as authorized representative of Landscape Structures, in an amount totaling $73,356.18. The contract is for the design and construction of improvements to a portion of the Wills Park "Yellow" Playground, located adjacent to the Wills Park Recreation Center at 11925 Wills Road, Alpharetta, GA 30009.

E. Memorandum of Understanding: City of Alpharetta and Northside Hospital, Inc.
Consideration of approval of the Memorandum of Understanding between the City of Alpharetta and Northside Hospital, Inc. to renew the partnered sponsorship program focusing on the Health and Wellness aspects of the City's Parks and Programs and to authorize the Mayor to execute all related documents.

F. Resolution: Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant Application
Consideration of adoption of a Resolution authorizing the submission of the 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant Application to the Bureau of Justice Assistance, U.S. Department of Justice.

G. Approval Directing the City Administrator to Negotiate with Other North Fulton Cities Regarding the Future Use of the Alpharetta Jail
Consideration of approval of a motion to direct the city administrator to discuss and negotiate future Intergovernmental Agreements with the cities of Johns Creek, Milton and Roswell for future use of the newly opened Alpharetta Jail and to bring agreements back to the CIty Council for consideration.

H. Resolution: Declaring Results of the 2025 General Municipal Election
Consideration of adoption of a Resolution declaring the results of the Non-Partisan General Municipal Election Held on November 4, 2025.

8. WORK SESSION ITEMS

A. Discussion of Smart Streetlight Fixtures Installed on Highway 9

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

"WREATHS ACROSS AMERICA 2025"

WHEREAS: The Wreaths Across America program first began in 1992 when Worcester Wreath Company placed surplus wreaths in Arlington Cemetery to honor our country's veterans. In 2008, the United States Congress unanimously voted to declare December 13th as Wreaths Across America Day. This annual tradition, turned 501(c)(3), now places over three million wreaths on headstones of our nation's service members on nearly 5,000 cemetery locations here and abroad; and

WHEREAS: Wreaths Across America is dedicated to three foundational values: Remember, Honor, and Teach – to remember our fallen heroes, honor those who serve, and teach the next generation the value of freedom; and

WHEREAS: Each December, the Daughters of the American Revolution (DAR) Patriots of Liberty Chapter coordinates the Wreaths Across America ceremonies throughout six cemeteries in the City of Alpharetta: Rest Haven, Pineview, Maxwell Family, Rucker Family, Old Big Creek, and Big Creek Primitive Baptist Church cemeteries. This event unites our community by remembering and honoring the brave men and women who have served and sacrificed for our freedom; and

WHEREAS: This year's ceremonies hold particular significance as our nation approaches its 250th Anniversary of Independence, reminding all citizens of the enduring sacrifices that secured and sustain our liberty; and

WHEREAS: The City recognizes that supporting Wreaths Across America reflects our values of service and community. Additionally, the City appreciates the work of the DAR Patriots of Liberty Chapter, Alpharetta Historical Society, and our resident volunteers who help recognize our service men and women and preserve the dignity and history of our local, sacred resting places; and

NOW THEREFORE: We, the Mayor and Council of the City of Alpharetta, Georgia, do hereby declare November 13th, 2025 as Wreaths Across America Day. We encourage all members of the community to join in honoring our veterans and to reflect upon the freedoms that are safeguarded by their courage and devotion to our country.

SO PROCLAIMED: This 1st day of December 2025, by the Mayor and City Council of the City of Alpharetta, Georgia.

_____

Jim Gilvin
Mayor

_____

Lauren Shapiro
City Clerk

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 1, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 11/17/2025)
Consideration and approval of the City Council meeting minutes from the meeting of November 17, 2025.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of November 17, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on November 17, 2025.

ALTERNATIVES:

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

ATTACHMENTS:

1. CC Minutes 11.17.2025

City Council Meeting & Public Hearing
NOVEMBER 17, 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
  - Mayor Jim Gilvin
  - Donald F. Mitchell
  - John Hipes
  - Fergal M. Brady
  - Douglas J. DeRito
- Council Members Absent
  - Mayor Pro Tem Dan Merkel
- Staff
  - Chris Lagerbloom, City Administrator
  - John Robison, Assistant City Administrator
  - Molly Esswein, City Attorney
  - Lauren Shapiro, City Clerk
  - Adam Montgomery, Director of Information Technology
  - Brad Denkinger, Fire Chief

- 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
- Grace Orehosky, Municipal Records Officer
- Joel Carnow, GIS Planner

3. PLEDGE TO THE FLAG

4. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 11/3/2025)

Consideration of approval of the City Council meeting minutes from the meeting of November 3, 2025.

PUBLIC COMMENTS:

- There were no public comments.

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

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

5. NEW BUSINESS

A. PH-25-17 North Point Development Plan and Tax Allocation District

The first public hearing for this item occurred during the November 3, 2025 City Council meeting.

Consideration of adoption of a resolution to approve and adopt a Redevelopment Plan to create Tax Allocation District #3 - Alpharetta North Point Activity Center.

- City Attorney, Molly Esswein, read the Resolution title aloud.
- Gary Mongeon, with KB Advisory Group, came forward to present this item.

- Staff retained Bleakly Advisory Group to assist the City in evaluating opportunities that could result from creating a Tax Allocation District (TAD) for the North Point area. The creation of a Tax Allocation District dedicates future taxes over and above the current tax base for a set period to cover the costs of a variety of development activities within the district. Cities and counties across the country are using several different tools, including TAD's, to assist with redevelopment projects for commercial corridors.
- The district will help achieve the goals for the North Point Activity Center, as detailed in the 2018 LC Plan, which includes transportation improvements, multi-use trail connections, public greenspace and assistance with redevelopment, subject to council plan approval. Tax Allocation Districts are a mechanism for revitalizing underutilized areas. The redevelopment plan will conform with the Georgia Redevelopment Powers Law (O.C.G.A. Title 36 Chapter 44). The TAD creation will allow the City the opportunity to make significant infrastructure investments to create the environment and attract private investment for the area.

CITY COUNCIL DISCUSSION:

- Council Member DeRito asked about the lifespan of the TAD and when it would begin if it were approved.
- Council Member Brady asked if this TAD would be considered an Economic Development tool.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to adopt a Resolution to approve a Redevelopment Plan to create Tax Allocation District #3 - Alpharetta North Point Activity Center.

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

B. Purchase Approval: Wireless Access Point Replacement with MGT Impact Solutions, LLC

Consideration of approval of an agreement with MGT Impact Solutions, LLC under state contract as the reseller to provide wireless access points, and associated implementation

services, in the amount of $118,353.50, and with authorization for the Mayor to execute all necessary documents.

- Information Technology Director, Adam Montgomery, came forward to present this item.
- This purchase approval was funded in a capital fund for Fiscal Years 2024 and 2025 budgets.
- Using the Georgia state contract, MGT Impact Solutions, LLC., is recommended for purchase approval to replace our current, end-of-life wireless access point infrastructure. MGT is our preferred vendor and has previously collaborated with the City on network-related projects. This continuity allows for faster and more straightforward implementation, as they are already familiar with our environment.
- As part of this project, MGT will conduct a more in-depth analysis of our buildings, install and configure the devices, and remove the old devices. The project's infrastructure is anticipated to last for five years before scheduled replacement in Fiscal Year 2031.
- The anticipated Fiscal Year 2027 operating cost is $13,000. Today, we budget $20,000 for support of our current wireless access point system.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion approve an agreement with MGT Impact Solutions, LLC under state contract as the reseller to provide wireless access points, and associated implementation services, in the amount of $118,353.50, and to authorize the Mayor to execute all necessary documents.

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

C. Purchase Approval: Renewal of Novacoast Inc.

Consideration of approval of an agreement with Novacoast Inc. under U.S. General Services Administration contract GS-35F-246BA for asset management and vulnerability mitigation software in the amount of $113,000.00, and with authorization for the Mayor to execute all necessary documents.

- Information Technology Director, Adam Montgomery, came forward to present this item.
- This renewal is funded in the Fiscal Year 2026 budget. Using the GSA contract, Novacoast, Inc. is recommended for purchase approval. As a result of additional licenses and a price increase, this renewal is $9,183.00 higher than the renewal for Fiscal Year 2025.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Mitchell offered a motion approve an agreement with Novacoast Inc. under U.S. General Services Administration contract GS-35F-246BA for asset management and vulnerability mitigation software in the amount of $113,000.00, and to authorize the Mayor to execute all necessary documents.

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

D. Professional Services Agreement and Purchase Approval: Carahsoft Technology Corporation

Consideration and approval of a Professional Services Agreement between the City of Alpharetta and Carahsoft Technology Corporation for grant management software in the amount of $45,120.00, and with authorization for the Mayor to execute all necessary documents.

- City Clerk, Lauren Shapiro, came forward to present this item.
- Staff is seeking approval of a Professional Services Agreement and purchase of eCivis Grants Network Software, through the technology corporation, Carahsoft. If approved, this is the third year that the City would be utilizing software for seeking and managing grants. In 2023, City Council approved the first Carahsoft Cooperative Agreement for purchase of eCivis Grants Network Software and for grants management firm, Witt O'Brien's to research, author, and consult the City regarding its grant applications.
- In 2023, there was a start-up cost of $26,114.77 for one-time implementation of the software and the annual cost of the software was $40,920.00. In 2024, the annual

cost of the software was $42,966.00. For this year (2025), the total annual cost for this contract renewal is $45,120.00.

- eCivis is a cloud-based software company that will provide their "Grants Network" grant management software that will help simplify finding future grant opportunities and track funding that has been awarded. Instead of spending hours researching grants online through federal and agency websites, the Grants Network software has a search engine that can be customized to fit the city's projects and send notifications to staff once a new grant (that could help fund the city's identified initiatives) has been published.
- Additionally, once a grant has been awarded to the City of Alpharetta, the Grants Network software will also communicate with and import data from the city's finance software. This will help staff quickly monitor funding received and spent and will create reports that are usually required for annual reporting to the issuing agency.
- The eCivis Grants Network software is utilized by both city staff and consultants from the City's grant management firm, Witt O'Briens.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion approve a Professional Services Agreement between the City of Alpharetta and Carahsoft Technology Corporation for grant management software in the amount of $45,120.00, and to authorize the Mayor to execute all necessary documents.

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

E. Ordinance: Massage and Spa Establishment Text Amendments

SECOND READING

The first public hearing occurred during the November 3, 2025 City Council meeting.

Consideration of an ordinance proposing modifications to Chapter 10, Article IX of The Code of the City of Alpharetta regarding requirements and procedures governing background checks; to clarify requirements for applications for licensing and permitting; to provide for relevant definitions; to repeal conflicting ordinances; and for other purposes.

- City Attorney, Molly Esswein, read the Ordinance title aloud and came forward to present this item.
- Earlier this year, the City Council adopted changes to the ordinance to provide for fingerprinting of applicants for massage and spa establishment licenses. The language presented was based on recommendations from the GBI, who coordinates with the FBI for approval to conduct fingerprinting background checks on ordinance applicants. However, the GBI has since provided updated guidance and standards in order to receive approval for fingerprinting. The proposed ordinance amendment incorporates those updated recommendations.
- There have been no changes since the first reading and initial public hearing.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to adopt an Ordinance proposing modifications to Chapter 10, Article IX of The Code of the City of Alpharetta regarding requirements and procedures governing background checks; to clarify requirements for applications for licensing and permitting; to provide for relevant definitions; to repeal conflicting ordinances; and for other purposes.

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

6. PUBLIC HEARING

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

A. Z-25-14/V-25-31 10235 Waters Road

Consideration of a rezoning and variance to allow for the subdivision of a 0.841-acre property into 2 'For-Sale' single-family detached lots. A rezoning is requested from CUP (Community Unit Plan) to R-15 (Dwelling, 'For-Sale', Residential) and variances are requested to Unified Development Code (UDC) Subsection 2.2.5(D) to reduce the front and rear setbacks. The property is located at 10235 Waters Road and is legally described as being located in Land Lot 58, 1st District, 1st Section, Fulton County, Georgia.

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

- The applicant, Barry Dunlop, is requesting a rezoning and variance in order to subdivide a 0.84-acre property into two (2) 'For-Sale' single-family detached lots. A rezoning is requested from CUP (Community Unit Plan) to R-15 (Dwelling, 'For-Sale' Residential) and a variance is requested to reduce front setbacks. The subject property is located at 10235 Waters Road near the northeast corner of Waters Road and Jones Bridge Road.
- This item was considered at the November 6, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).
- Staff recommends that Mayor and Council approve Z-25-14/V-25-31 BRKT PROPERTIES/10235 Waters Road, subject to the following conditions:

  1. The site, consisting of approximately 0.84 acres, shall be rezoned to R-15 and developed substantially similar to the alternate site plan prepared by Paradigm, dated 9/23/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
  2. Home elevation style, exterior materials and details shall be similar to the submitted renderings, labeled Exhibit A – Rendering, with final approval by Staff. Primary exterior materials shall be brick and/or stone. Homes shall have 3-sided (front and sides) architecture, materials and details, as approved by Staff.
  3. Homes shall be side loaded, and each lot shall be permitted a curb cut on Waters Road.
  4. Building setbacks shall be: Front (Waters Road) - 50' for Lot 2 and 65' for Lot 1, Side - 10' (both Lots), and Rear - 35' for Lot 2 and 25' for Lot 1.
  5. Developer shall improve Waters Road streetscape with a minimum 6' planter planted with street trees and minimum 6' sidewalk, as approved by Staff.
  6. Minimum 10' decorative landscape strip shall be provided along Waters Road, consisting of a mix of trees and shrubs, as approved by Staff.
  7. Developer shall plant a mix of evergreen and deciduous trees in the perimeter 5' landscape strips.

8. Trees shall be saved as depicted on the alternate site plan prepared by Paradigm, dated 9/23/25. Tree saves shall be consistent with the submitted Tree Save Inventory, if trees are in good/fair condition, as approved by Staff.
9. Unfinished wood fences and decks shall not be visible from Waters Road.

- The undeveloped property appears to have been previously developed with a single-family detached home that has since been removed. In conjunction with the adjacent subdivision Waters Cove, the subject property was rezoned in Fulton County and later annexed into the City of Alpharetta. The developer of Waters Cove used the allocated density within that subdivision, limiting the subject property to one (1) single-family lot. Surrounding properties are zoned CUP. Akunna Court is under construction and located to the northwest, Waters Cove is located to the north and east, Wrights Mill Common is located to the west, and City of Johns Creek is located to the south. The comprehensive land use plan designation of the property is 'Medium Density Residential', which supports the applicant's proposal.
- Unified Development Code (UDC) Subsection 2.2.5 (D) requires a 65' front setback along Waters Road in the R-15 zoning district. The applicant requests a variance to reduce the front setback along Waters Road to 50'. The applicant states that the triangular shape and topography of the property creates a hardship and the requested front setback variance would allow for tree saves in the rear yards. The applicant proposes to offset the front setback variance by increasing the rear setback from 25' to 35', which supports additional tree saves. As shown in the table below, nearby subdivisions have setbacks along Waters Road that are similar or less than the applicant's requested 50' front setback.
- The submitted site plan depicts the 0.84-acre property being subdivided into two (2) single-family detached lots. Lot 1 is 18,775 square feet with 100' of frontage and Lot 2 is 17,902 square feet with 138' of frontage. Homes are oriented to Waters Road and each lot will have access from a new driveway off Waters Road. Garages are depicted to be side loaded. Lots are depicted with a 50' front setback along Waters Road, ten-foot (10') side setbacks and 35' rear setback. A ten-foot (10') landscape strip is required along Waters Road and five-foot (5') landscape strips are required around the perimeter of the 0.84-acre property.

- The applicant submitted a tree survey and assessment which identifies four (4) specimen trees on the property, of which none are proposed to be saved on the applicant's proposed site plan. There are several trees depicted to be saved in the front, side and rear yards, with the largest number of tree saves located in the rear yards. The applicant provided an inventory of tree saves for each lot, with Lot 1 having fourteen (14) tree saves totaling 144 caliper inches and Lot 2 having nine (9) tree saves totaling 116 caliper inches. The applicant provided an alternate site plan depicting Lot 1 with a 65' front setback and tree saves in the front yard.
- The applicant provided an example rendering of the type of home to be constructed on the two (2) lots. The rendering depicts a two (2) story home in the modern farmhouse style with a Tudor Eclectic influence. The primary exterior material is brick.
- The proposed project, consisting of two (2) single-family detached homes, would generate approximately two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the only comment received was at the CZIM.
- The Community Zoning Information Meeting was held on October 8, 2025. There was one (1) public comment indicating that trees are breaking a fence and interested in purchasing Lot 2.
- The Applicant, Barry Dunlop (Paradigm Engineering), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve Z-25-14/V-25-31 BRKT Properties 10235 Waters Road, subject to the following conditions:

1. The site, consisting of approximately 0.84 acres, shall be rezoned to R-15 and developed substantially similar to the alternate site plan prepared by Paradigm, dated 9/23/25, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

2. Home elevation style, exterior materials and details shall be similar to the submitted renderings, labeled Exhibit A – Rendering, with final approval by Staff. Primary exterior materials shall be brick and/or stone. Homes shall have 3-sided (front and sides) architecture, materials and details, as approved by Staff.
3. Homes shall be side loaded, and each lot shall be permitted a curb cut on Waters Road.
4. Building setbacks shall be: Front (Waters Road) - 50′ for Lot 2 and 65′ for Lot 1, Side - 10′ (both Lots), and Rear - 35′ for Lot 2 and 25′ for Lot 1.
5. Developer shall improve Waters Road streetscape with a minimum 6′ planter planted with street trees and minimum 6′ sidewalk, as approved by Staff.
6. Minimum 10′ decorative landscape strip shall be provided along Waters Road, consisting of a mix of trees and shrubs, as approved by Staff.
7. Developer shall plant a mix of evergreen and deciduous trees in the perimeter 5′ landscape strips.
8. Trees shall be saved as depicted on the alternate site plan prepared by Paradigm, dated 9/23/25. Tree saves shall be consistent with the submitted Tree Save Inventory, if trees are in good/fair condition, as approved by Staff.
9. Unfinished wood fences and decks shall not be visible from Waters Road.

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (5-0).
- After the motion there was discussion about clarification about the setbacks that were approved in the motion.

❖ Council Member Mitchell offered a motion to reconsider this item.

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

❖ Council Member Hipes offered a motion to defer to the January 26, 2025 City Council meeting to allow the applicant to bring forward architecture, footprints, and elevations.

- Council Member Mitchell seconded the motion.

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

B. Z-25-12 Herdee/302 North Main Street

Consideration of a rezoning to allow an existing 2-story building to be used for an office, certain commercial uses subject to a conditional use, and a single-family dwelling unit on 0.357 acres in the Downtown. A rezoning is requested from O-I (Office-Institutional) to DT-LW (Downtown Live-Work). The property is located at 302 North Main Street and is legally described as being located in Land Lot 1197, 2nd District, 2nd Section, Fulton County, Georgia.

- Community Development Director, Kathi Cook, came forward to present this item.
- The applicant, Gloria Herdee, is requesting a rezoning to allow an existing two (2) story building to be used for a residential dwelling unit over office or certain commercial uses on 0.357 acres in the Downtown. A rezoning is requested from O-I (Office-Institutional) to DT-LW (Downtown Live-Work). The subject property is located at 302 North Main Street on the west side of North Main Street and north of Mayfield Road.
- This item was considered at the November 6, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 7-0).
- Staff recommends that Mayor and Council approve Z-25-12 HERDEE/302 North Main Street, subject to the following conditions:

  1. Approximately 0.357 acres shall be rezoned to DT-LW, as depicted on the submitted survey by Engineering 303. Property shall be limited to 1 residential dwelling unit, an office, and commercial uses permitted in the DT-LW zoning district subject to the approval of a conditional use. There shall be no outdoor storage, including the overnight parking of commercial vehicles.
  2. Commercial uses subject to conditional use approval shall be limited to 'Art Gallery', 'Bakery', 'Banking/Mortgage Company', 'Barber/Beauty Shop', 'Book Store', 'Dance Studio', 'Fitness Studio', 'Florist', 'Print Shop', 'Restaurant', 'Retail Establishment (no mixed-sales)', and 'Shop or Studio, Craftsman/Artist'.

3. To comply with the Downtown architectural standards, the applicant shall add panels to the ground floor storefront glass, replace modern railings, and add mullions to windows, as approved by Staff.
4. Parking lot and driveway shall be resurfaced and parking lot re-striped for the minimum parking spaces required based on the use of the building, as approved by Staff.
5. Minimum 10' landscape strip shall be installed along North Main Street. Landscape strip shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by DRB.
6. If the parking lot is expanded, minimum 5' landscape strips along the north and south property lines shall be planted with a mix of evergreen and hardwood trees and shrubs, as approved by DRB. In addition, parking lot shall be screened along North Main Street with a double row of shrubs, as approved by DRB.
7. Developer shall plant Creeping Phlox (pink or white) at the top of the GDOT wall along the property frontage, with final approval by DRB.
8. If a dumpster is utilized, dumpster shall be contained within a masonry enclosure that is compatible with the primary building and with opaque decorative metal gate, with final approval by DRB.

- The property is zoned O-I and was developed in 1955 with a two (2) story, 2,960 square foot duplex. The existing building was developed at the rear of the property and is setback approximately 175' from North Main Street. Surrounding properties are zoned DT-LW to the north, O-I to the east and south, and R-15 (Dwelling, 'For-Sale', Residential) to the west. An unoccupied structure is located to the north, Realty on Main Alpharetta is located to the east, TMRK Investors is located to the south, and unplatted single-family lots are located to the west. The comprehensive land use designation of the property is 'Mixed Use Live Work', which supports the applicant's proposal.
- The submitted site plan depicts re-use of an existing two (2) story, 2,960 square foot building. The site plan does not depict any modifications to the site. Access to the

property will continue through the existing curb cut off North Main Street. A minimum ten-foot (10') landscape strip is required along North Main Street.

- The applicant proposes utilizing the existing 2,000 square feet parking lot which has a capacity of up to nine (9) parking spaces. The proposed use of the building would require between eight (8) to ten (10) parking spaces depending on the use of the first floor as an office or certain commercial uses. The existing parking lot provides sufficient area to accommodate the parking needs of the applicant's proposed uses with a small expansion of one (1) parking space, if the 1st floor is used for commercial use.
- The Downtown Code requires a minimum ten percent (10%) amenity space, or 1,555 square feet, for the proposed site. The front yard will be landscaped to comply with the minimum open space requirement. Currently, the applicant does not propose any tree removal or changes to the impervious area of the site.
- The applicant plans to remodel the existing structure as shown on the submitted rendering. The changes were approved by the Design Review Board (DRB) on June 16, 2023. However, if approved Staff recommends that panels be added to ground floor storefront glass to frame the entrances.
- As shown in the table below, Staff estimates that the applicant's proposed uses would generate approximately 3 – 4 AM Peak Hour trips and 3 – 4 PM Peak Hour trips.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the only comments received were at the CZIM.
- The Community Zoning Information Meeting was held on October 8, 2025. There were a few public comments with no objections.
- Staff has reviewed the applicant's proposal against the review criteria for a rezoning. The zoning proposal is consistent with the future land use designation of the property and surrounding area, which is 'Mixed Use Live Work'. In addition, the zoning proposal is compatible with surrounding and nearby properties, which are similarly developed with a mix of office, residential, and commercial uses. If approved, commercial uses should be limited and will require approval of a conditional use.

- The applicant, Alexis Severit (285 Pebble Trail, Alpharetta, GA 30009), came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- IN FAVOR
  - Denise Oliveres, 4090 Breckinridge Court, Alpharetta, GA 30005

❖ Council Member Mitchell offered a motion to approve Z-25-12 HERDEE/302 North Main Street, subject to the following conditions:

1. Approximately 0.357 acres shall be rezoned to DT-LW, as depicted on the submitted survey by Engineering 303. Property shall be limited to 1 residential dwelling unit, an office, and commercial uses permitted in the DT-LW zoning district subject to the approval of a conditional use. There shall be no outdoor storage, including the overnight parking of commercial vehicles.
2. Commercial uses subject to conditional use approval shall be limited to 'Art Gallery', 'Bakery', 'Banking/Mortgage Company', 'Barber/Beauty Shop', 'Book Store', 'Dance Studio', 'Fitness Studio', 'Florist', 'Print Shop', 'Restaurant', 'Retail Establishment (no mixed-sales)', and 'Shop or Studio, Craftsman/Artist'.
3. To comply with the Downtown architectural standards, the applicant shall add panels to the ground floor storefront glass, replace modern railings, and add mullions to windows, as approved by Staff and that the downtown design consultant/architect will look at property and follow example A that Kathi Cook showed to the public.
4. Parking lot and driveway shall be resurfaced and parking lot re-striped for the minimum parking spaces required based on the use of the building, as approved by Staff.
5. Minimum 10' landscape strip shall be installed along North Main Street. Landscape strip shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by DRB.
6. If the parking lot is expanded, minimum 5' landscape strips along the north and south property lines shall be planted with a mix of evergreen and hardwood trees

and shrubs, as approved by DRB. In addition, parking lot shall be screened along North Main Street with a double row of shrubs, as approved by DRB.

7. Developer shall plant Creeping Phlox (pink or white) at the top of the GDOT wall along the property frontage, with final approval by DRB.

8. If a dumpster is utilized, dumpster shall be contained within a masonry enclosure that is compatible with the primary building and with opaque decorative metal gate, with final approval by DRB.

9. The property will remain owner occupied, and if not, the property owner would have to return to council for approval.

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

C. CU-25-16 Golf Envy/Windward MP Pod 4

Consideration of a conditional use to allow 'Recreation Facilities, Indoor' for Golf Envy in the Terraces at Windward shopping center. The property is located at 3070 Windward Plaza, Suite Q & R and is legally described as being located in Land Lots 1048, 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia.

- Community Development Director, Kathi Cook, came forward to present this item.
  - The applicant, Kyle Romeo, is requesting a conditional use to allow 'Recreation Facilities, Indoor' in a 3,278 square foot suite in an existing shopping center for Golf Envy. According to the application, Golf Envy is a 24/7 indoor golf simulator facility. The subject property is located at 3070 Windward Plaza, Suites Q & R near the northeast corner of Windward Plaza and Windward Parkway.
  - This item was considered at the November 6, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions. Vote 7-0.
  - Staff recommends that Mayor and Council approve CU-25-16 Golf Envy/Windward MP Pod 4, subject to the following conditions:

    1. 'Recreation Facilities, Indoor' shall be added as a conditional use at 3070 Windward Plaza, Suites Q & R and limited to no more than 3,278 square feet.

2. Conditional use approval shall be limited to Golf Envy; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
3. 'Recreation Facilities, Indoor' shall be limited to an indoor golf simulator facility.
4. Hours of operation shall be 24 hours/day, 7 days/week, 365 days/year. The business shall utilize an access control system allowing for real-time monitoring, automated booking, emergency contact, and video surveillance. Regular staffed hours shall be Monday – Friday 8:00 AM – 6:00 PM and weekends hours are variable based on demand.
5. No alcohol or any other recreational substances shall be permitted on the premises.

- The property is zoned CUP (Community Unit Plan) subject to the Windward Master Plan Pod 4, which is designated Commercial. The property is developed with a strip shopping center (The Terraces at Windward) and two (2) out buildings, including the former CVS building. Surrounding properties are zoned CUP and subject to the Windward Master Plan. Windward Fairways office complex is located to the south and west, a two (2) story office building is located to the north, the former Wells Fargo site is located to the east, and a one (1) story retail building is located to the south. The comprehensive land use plan designation of the property is 'Commercial', which supports the applicant's proposal.
- According to the application, Golf Envy is a 24/7 indoor golf club business that offers its members the use of state-of-the-art golf simulator technology that fits within their schedule. The 24/7 model allows members to practice golf before early morning meetings, after late work hours, or during off-peak times when traditional facilities are closed. The applicant estimates that overnight users would represent five percent (5%) to ten percent (10%) of total users. Regular staffed hours of operation will be Monday – Friday 8:00 AM – 6:00 PM and weekends will be variable based on demand. The businesses will utilize an access control system by way of a smartphone application, which will allow real-time monitoring, automated booking, emergency contact, and video surveillance. Four (4) private golf simulator bays are proposed within the space,

which can accommodate up to five (5) persons each. There will be no food or beverage service with the business.

- Golf Envy is proposed in suites Q & R which is 3,278 square feet and located on the 2nd floor of the Terraces at Windward shopping center. The applicant does not propose any changes to the site or building. There are approximately 546 parking spaces on the property. Unified Development Code (UDC) parking requirements for the shopping center and the applicant's proposed use are calculated in the table below. The applicant's proposal is supported by a sufficient amount of parking.
- Staff estimates that the proposed use will generate approximately two (2) AM Peak Hour trips and five (5) PM Peak Hour trips.
- 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 no public comments were received.
- The Community Zoning Information Meeting was held on October 8, 2025. There were no public comments.
- Staff has reviewed the applicant's proposal against the review criteria for a conditional use. The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with a variety of commercial and office uses. Allowing a recreational or entertainment use at The Terraces at Windward shopping center would draw additional customers to the center benefiting the existing businesses.
- The Applicant, Kyle Romeo, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve CU-25-16 Golf Envy/Windward MP Pod 4, subject to the following conditions:

1. 'Recreation Facilities, Indoor' shall be added as a conditional use at 3070 Windward Plaza, Suites Q & R and limited to no more than 3,278 square feet.

2. Conditional use approval shall be limited to Golf Envy; no additional 'Recreation Facilities, Indoor' use or subleasing shall be permitted within the approved space.
3. 'Recreation Facilities, Indoor' shall be limited to an indoor golf simulator facility.
4. Hours of operation shall be 24 hours/day, 7 days/week, 365 days/year. The business shall utilize an access control system allowing for real-time monitoring, automated booking, emergency contact, and video surveillance. Regular staffed hours shall be Monday – Friday 8:00 AM – 6:00 PM and weekends hours are variable based on demand.
5. No alcohol or any other recreational substances shall be permitted on the premises.

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

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

1. E-25-09 Activate Games Sign Exception

DEFERRED: This item has been deferred to the December 1, 2025 City Council Meeting and will not be considered during this meeting.

Consideration of a sign exception to allow an additional wall sign for Activate Games. An exception is requested to Unified Development Code (UDC) Subsection 2.6.12(E) to allow a third wall sign. The property is located at 3020 Windward Plaza and is legally described as being located in Land Lots 1048, 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia.

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

DEFERRED: This item has been deferred by the applicant to the December 8, 2025 City Council Meeting and will not be considered during this meeting.

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.

3. PH-25-18 Hudson Park – Change of Condition

DEFERRED: This request has been deferred and will not be considered at the November 17, 2025 City Council meeting.

Consideration of a request to change previous conditions of zoning related to the Weatherford House. The proposed change would allow for the construction of a replica of the Weatherford House instead of restoration of the existing structure. The property is located at 193 Canton Street and is legally described as being located in Land Lots 1197 & 1252, 2nd District, 2nd Section, Fulton County, Georgia.

4. Z-25-11 O'Neal/322 North Main Street

WITHDRAWN: This request has been withdrawn by the applicant and will not be considered at this City Council Meeting.

Consideration of a rezoning to allow an existing structure to be used for a dentist office and a single-family dwelling unit on 0.353 acres in the Downtown. A rezoning is requested from O-I (Office-Institutional) to DT-LW (Downtown Live-Work). The property is located at 322 North Main Street and is legally described as being located in Land Lot 1197, 2nd District, 2nd Section, Fulton County, Georgia.

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- Council Member Hipes shared that this Saturday, is one of Alpharetta's favorite events – the Alpharetta tree lighting. Events will begin at 5:00 pm and there will be lots of activities and an appearance from Santa.
- Council Member DeRito shared his sincere appreciation for the residents of the City of Alpharetta for their participation in the most recent election. He shared that most individuals

he spoke with had very positive feedback about the city and its employees. Additionally, he congratulated Katie Reeves and welcomed her to serving on the City Council in the future.sd

- Mayor Gilvin shared that he and City Administrator, Chris Lagerbloom, recently attended a Diwali event and it was incredible and heartwarming to see a part of our community give back. He also invited everyone to attend the interdenominational thanksgiving event, which will be at the Alpharetta Methodist Church tomorrow night.

9. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

10. ADJOURNMENT

- Council Member DeRito offered a motion to adjourn the meeting.
  - Council Member Mitchell 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 8:33 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: December 1, 2025

AGENDA ITEM:

Announcement of Public Hearing Procedures

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

CITY COUNCIL STAFF REPORT

Department: Community Development
Submitted By: Kathi Cook
Prepared By: Michael Woodman
Meeting Date: November 17, 2025

AGENDA ITEM: E-25-09 ACTIVATE GAMES SIGN EXCEPTION

The applicant, Tom Tyson with Signal Signs, is requesting consideration of a sign exception to allow for an additional wall sign on a commercial building for Activate Games. The subject property is located at 3020 Windward Plaza at the southeast corner of Windward Parkway and Windward Plaza.

STAFF RECOMMENDATION:

Approve E-25-09 Activate Games Sign Exception, subject to the following conditions:

1. Wall sign location, number, sign copy area, and illumination shall be limited to the submitted sign plans prepared by Signal Signs, dated 7/9/25, as approved by Staff.
2. Maximum wall sign area for the building shall be limited to no more than 190 square feet.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for an additional wall sign on a commercial building for Activate Games. The subject property is located at 3020 Windward Plaza at the southeast corner of Windward Parkway and Windward Plaza.

The property is zoned CUP (Community Unit Plan) subject to the Windward Master Plan Pod 4. The property is developed with a strip shopping center (The Terraces at Windward) and two (2) out buildings, including the former CVS building. Surrounding properties are zoned CUP and subject to the Windward Master Plan. Windward Fairways office complex is located to the south and west, a two (2) story office building is located to the north, The Terraces at Windward is located to the east, and a one (1) story retail building is located to the south. The comprehensive land use plan designation of the property is 'Commercial'.

For free-standing commercial establishments not located within a shopping center, Unified Development Code (UDC) Subsection 2.6.12(E) allows one (1) wall sign per road frontage no greater than one square foot (1 SF) of area per one linear foot (1 LF) of frontage. The building has 137' of frontage on Windward Parkway and 95' of frontage on Windward Plaza. Therefore, the building is permitted two (2) wall signs no greater than 137 square feet on Windward Parkway and 95 square feet on Windward Plaza. The existing wall signs on the Windward Parkway and Windward Plaza elevations have a sign area of 77.71 square feet for each sign. Based on the Sign Code maximum sign area allowance, there is a balance of 76.58 square feet of unused sign area. A total of 232 square feet of wall sign area is permitted; however, the applicant proposes a maximum of 190 square feet.

The applicant requests a sign exception to allow a 3rd wall sign on the northeast elevation of a building, which is the side of the building facing the Terraces at Windward shopping center. The proposed 3rd wall sign has a sign area of 34.58, which is less than half of the unused sign area. The 3rd wall sign is proposed to be halo illuminated channel letters.

EXCEPTION REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.4. outlines the criteria set forth for granting an exception to the sign regulations. The ordinance specifically states…"an exception may be granted upon a finding that":

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of size, shape or topography; or

Response: The property has exceptional conditions pertaining to its topography. The Windward Plaza side of the property is situated approximately eight feet (8') higher than the existing grade along Windward Plaza.

2. The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: Application of the ordinance would create an unnecessary hardship. The wall signs along Windward Parkway and Windward Plaza are difficult to see due to the topography of the property. The additional wall sign on the northeast elevation of the building faces the existing shopping center and represents less than half of the unused wall sign area.

3. There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: The property has peculiar conditions pertaining to its topography. The additional wall sign on the northeast elevation of the building faces the existing shopping center and represents less than half of the unused wall sign area.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: Granting the applicant's request would not cause a substantial detriment to the public good or impair the purpose and intent of the Ordinance. The additional wall sign on the northeast elevation of the building faces the existing shopping center and represents less than half of the unused wall sign area.

CONCURRENCES

Staff has reviewed the applicant's request against the review criteria for a sign exception. The proposal should not have significant impacts on surrounding properties, which are primarily developed with commercial uses. The property has exceptional and peculiar conditions due to its topography. The proposed additional wall sign on the northeast elevation of the building faces the existing shopping center and represents less than half of the unused wall sign area.

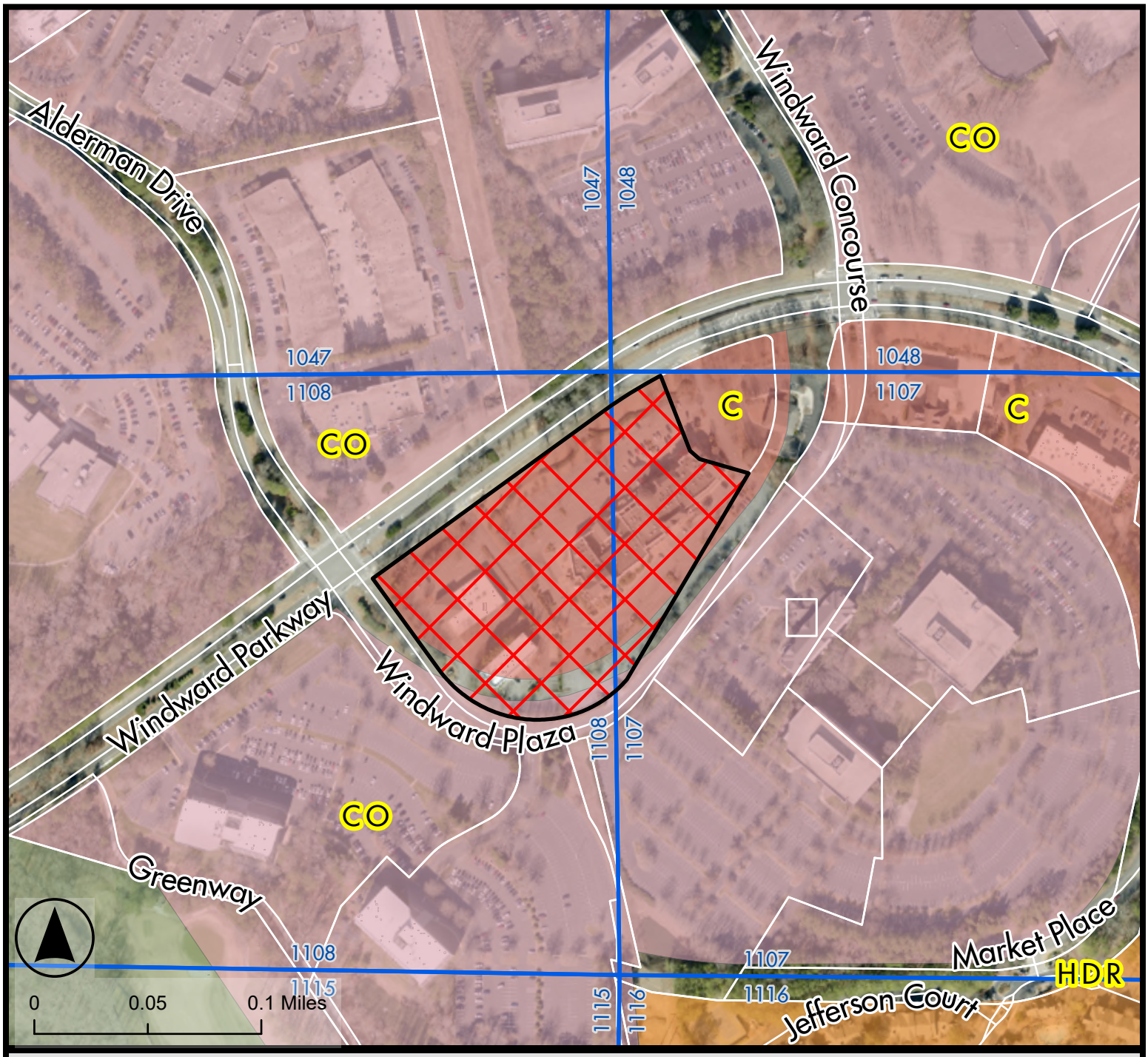
CITIZEN PARTICIPATION PLAN

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

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on October 8, 2025. There were no public comments.

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



Legend

- E-25-09
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Future Land Use 2040

- Commercial
- Corporate Office
- High Density Residential
- Parks, Recreation, Open Space

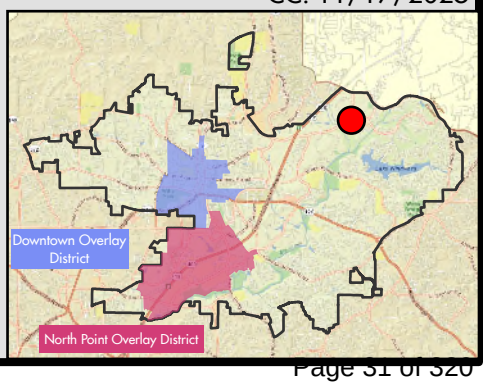
Future Land Use Map

Activate Games Sign Variance
3020 Windward Plaza

E-25-09

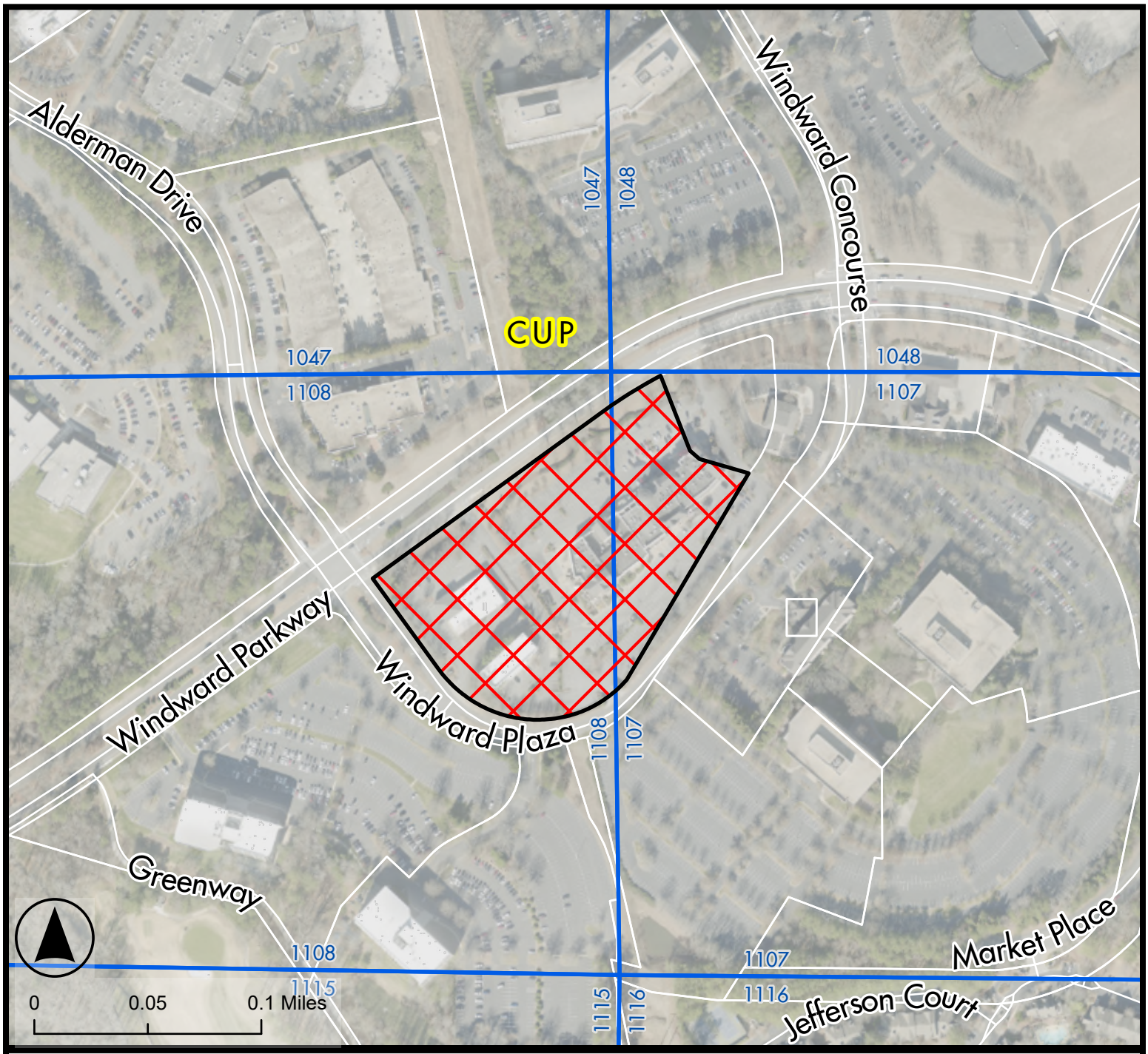
D/LL: 2/1/1108

CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS



Legend

- E-25-09
- Land Lots
- Tax Parcels
- Alpharetta City Limits

Zoning District

- CUP Community Unit Plan

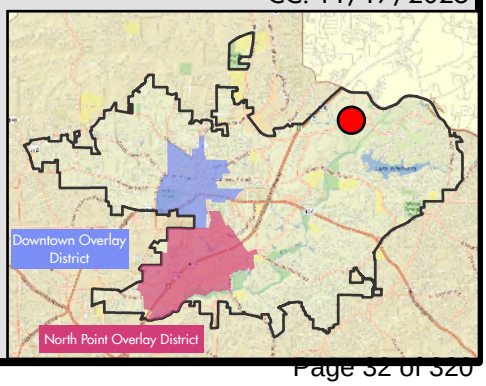
Zoning Map

Activate Games Sign Variance
3020 Windward Plaza

E-25-09

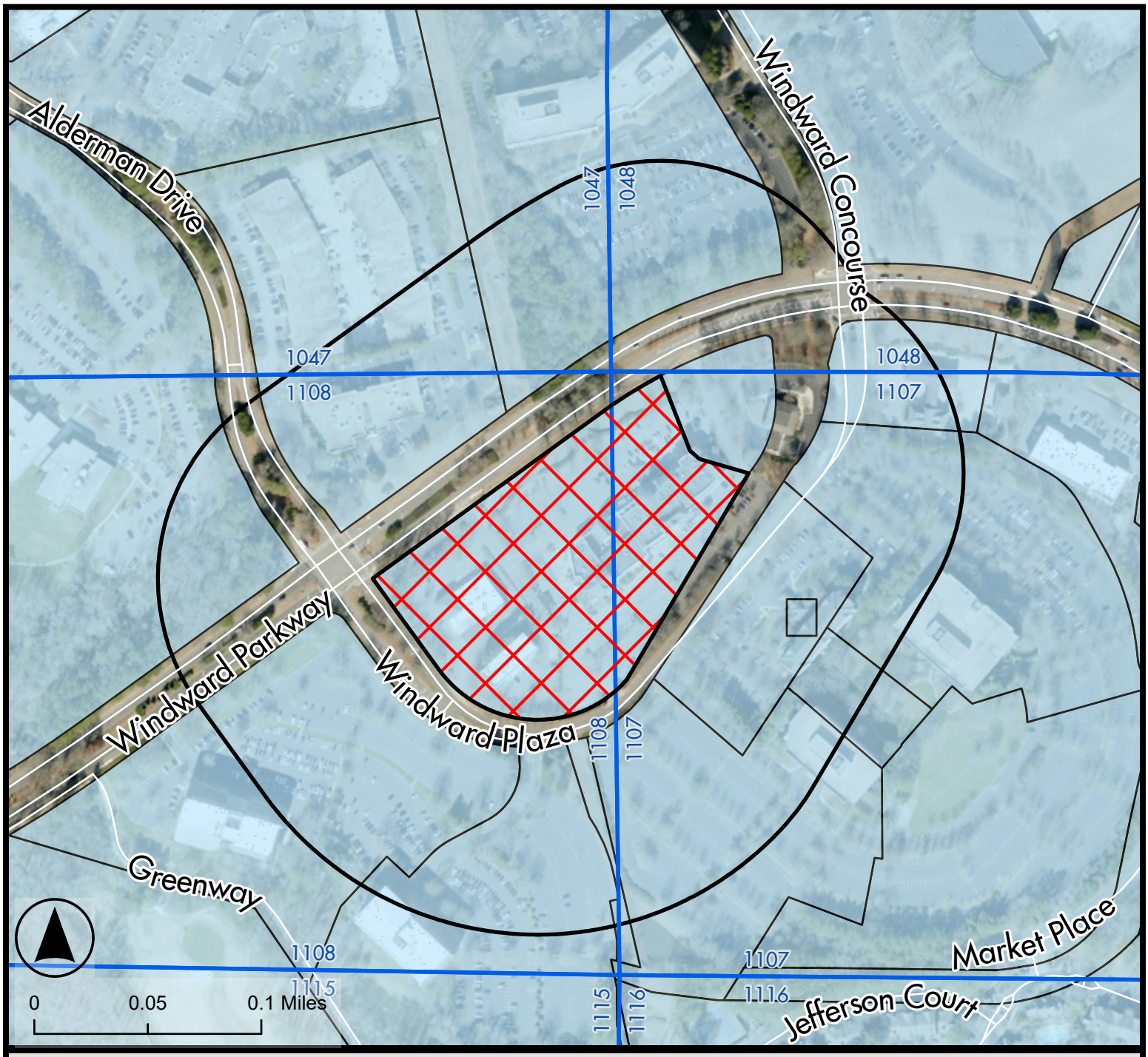
D/LL: 2/1/1108

CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS



Legend

- E-25-09
- Land Lots
- Tax Parcels
- 500 ft Buffer
- Alpharetta City Limits

Location Map

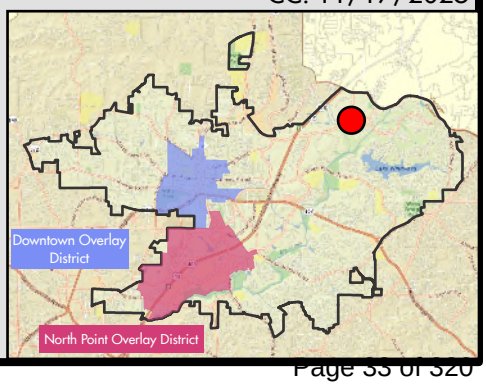
Activate Games Sign Variance

3020 Windward Plaza

E-25-09

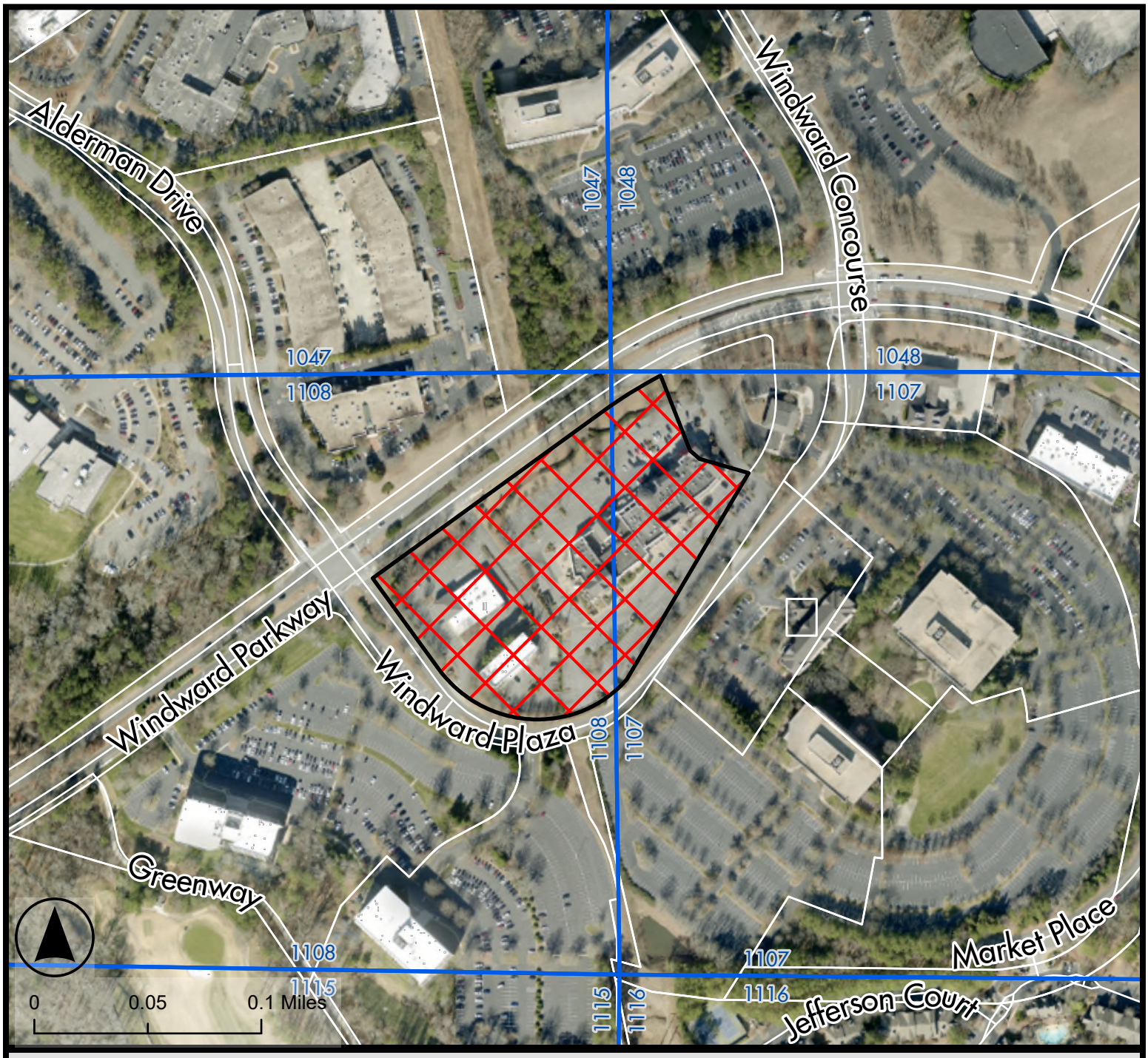
D/LL: 2/1/1108

CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS



Legend

- E-25-09
- Land Lots
- Tax Parcels
- Alpharetta City Limits

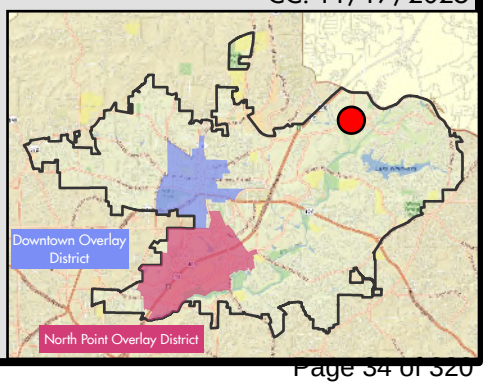
Aerial Map

Activate Games Sign Variance
3020 Windward Plaza

E-25-09

D/LL: 2/1/1108

CC: 11/17/2025



THE CITY OF ALPHARETTA GEORGIA

Credit: City of Alpharetta. Location Map Provided by: Community Development - GIS

Community Zoning Information Meeting (CZIM) October 8, 2025

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

E-25-09 / Activate Games Sign Exception

NAME	ADDRESS	COMMENTS
Marcin Jones Signal Signs	Mableton Ga 770-941-9900	Sign company
TOM TYSON SIGNAL SIGN	440 SIX FLAGS PKWY. MABLETON, GA 30126	SIGN COMPANY
Toni Boyd	15105 Windrush LN Alpharetta, GA 30009	No comment
[illegible]	[illegible]	
YALEXIS SEVERIT	285 PEBBLE TRL	NO OBJECTION.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Activate Games Sign Exemption

Contact Name: Marcia Jones Telephone: 770-941-9900

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

Did not receive any correspondence back.

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)* _____

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

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

Signature of Authorized Agent: Marcia Jones Date: 10/30/2025

Print Form

Signal Signs of GA
440 Six Flags Pkwy
Mableton, GA 30126
P: (770) 941-9900
F: (770) 941-2307

9/22/2025

RE: E-25- 09 Activate Games Sign Exemption

Dear Property Owner:

Please allow this letter to serve as public notice for consideration of a sign exception to allow an additional wall sign for Activate Games. An exception is requested to Unified Development Code (UDC) Subsection 2.6.12(E) to allow a third wall sign. The property is located at 3020 Windward Plaza and is legally described as being located in Land Lots 1048, 1107 & amp; 1108, 2 nd District, 1 st Section, Fulton County, Georgia.
A Community Zoning Information Meeting (CZIM) will be held on **Wednesday, October 8, 2025, at 6:00 PM**. This meeting will take place in the Community Room at Alpharetta City Hall, which is located at 2 Park Plaza, Alpharetta, Georgia 30009. The CZIM is an informal meeting with the community where the public has an opportunity to not only learn more about your request, but to also ask questions or provide their comments. Applicants are asked to respond to public questions and comments. City Staff will prepare visuals related to your application.

This item will be considered by the City Council on **Monday, November 17, 2025 at 6:30 PM.** The meeting will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at **tom.tyson@signalsignscorp.com** and/or 770-941-9900.
Sincerely,

Tom Tyson
National Sales Manager

WINDWARD PARKWAY LLC
1100 SPRING ST # 550
ATLANTA GA 30309

WINDWARD OWNERSHIP LLC
2060 MOUNT PARAN RD NW STE 111
ATLANTA GA 30327

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

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

WINDWARD ASSCOIATES LLC
6400 POWERS FERRY RD NW # #100
ATLANTA GA 30339

WACHOVIA BANK
P.O. BOX 2609
CARLSBAD CA 92018-2609

TERRA HOSPITALITY GIANT LLC
P.O. BOX 56607
ATLANTA GA 30343

CUMBERLAND DC ASSETS LLC
13155 NOEL RD STE 100
DALLAS TX 75240

GH WINDWARD PLAZA INC
225 PEACHTREE ST NE STE 200
ATLANTA GA 30303

GEORGIA POWER COMPANY
TAX DEPT BIN 10120
241 RALPH MCGILL BLVD NE
ATLANTA GA 30308-3374

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

6120 WINDWARD PW LLC
95 FROEHLICH FARMS BLVD
WOODBURY NY 11797

4025 WINDWARD PLAZA ALPHARETTA LLC
P.O. BOX 56607
ATLANTA GA 30343

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY
Case #: _____
PH #: _____
☐ Property Taxes & Code Violations Verified
☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT • 2 PARK PLAZA • ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Signal Signs / Tom Tyson Telephone: 770-941-9900

Address: 440 Six Flags Pkwy. Suite:

City Mableton State: GA Zip: 30126 Fax: 770-941-2307

Mobile Tel: 404-788-8873 Email: tom.tyson@signalsignscorp.com

Subject Property Information:

Address: 3020 Windward Plaza Current Zoning: CUP

District: 2nd Section: 1st Land Lot: 1107 & 1108 Parcel ID: 5886298

Proposed Zoning: _____ Current Use: _____

This Application For *(Check All That Apply)*:

☐ Conditional Use
☐ Rezoning
☒ Variance
☐ Exception
☐ Master Plan Amendment
☐ Master Plan Review
☐ Public Hearing
☐ Other *(Specify)*: _____
☐ Comprehensive Plan Amendment

Applicant Request And Intent

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

Activate Games is an active gaming facility composed of dynamic game rooms utilizing interactive technology that reacts in real time. Games offer individuals and groups both intellectual and physical challenges.

Applicant's Request (Please itemize the proposal):

Activate Games requests an additional building identification sign to be mounted on the northwest elevation. This is the only elevation clearly visible for the Terraces at Windward shopping center patrons due to the heavy tree line along the Windward Parkway and Windward Plaza drives. There are two recently installed building identification signs on the Windward Parkway and Windward Plaza elevations that were designed below the allowable signage square footage to allow for this third wall sign.

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

Activate Games intends to produce and install one wall sign consisting of a 1'-8" high set of halo illuminated channel letters reading ACTIVATE. The square footage would be 34.5 SF for this building identification sign.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Greg Catoe-Selig Enterprises, Inc Telephone: 404-202-2132

Address: 1100 Spring ST Suite: 550

City Atlanta State: GA Zip: 30309 -

Authorization:

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

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

- ☐ Annexation
- ☐ Special Use
- ☐ Rezoning
- ☐ Conditional Use
- ☒ Variance
- ☐ Master Plan
- ☐ Land Use Application
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Signal Signs Telephone: 404-788-8873

Address: 440 Six Flags Parkway Suite:

City Mableton State: GA Zip: 30126 -

So Sworn and Attested:

Owner Signature: Date: 9/4/25

Notary:

Notary Signature: Date: 9-4-2025

JENNIFER MARGLOUS NOTARY PUBLIC EXPIRES GEORGIA 01-26-2026 FULTON COUNTY

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Greg Catoe- Selig Enterprises, Inc Telephone: 4042022132

Address: 1100 Spring St Suite: 550

City Atlanta State: GA Zip: 30309 -

Authorization:

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

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

- ☐ Annexation
- ☐ Rezoning
- ☒ Variance
- ☐ Land Use Application
- ☐ Special Use
- ☐ Conditional Use
- ☐ Master Plan
- ☐ Other

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Signal Signs Telephone: 404-788-8873

Address: 440 Six Flags Parkway Suite:

City Mableton State: GA Zip: 30126 -

So Sworn and Attested:

Owner Signature: Date: 8/22/25

Notary:

Notary Signature: Elizabeth A Wolfe Date: 8/22/25

ELIZABETH A WOLFE
My Commission Expires
NOTARY PUBLIC
January 23, 2026
COBB COUNTY, GEORGIA

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

☑ Yes
☐ No

DUE TO THE TOPOGRAPHY OF THE PROPERTY, TREES AND SHRUBS LOCATED ON THE WINDWARD PARKWAY ELEVATION AND THE WINDWARD PLAZA ELEVATION THE BUILDING IS NOT EASILY VISIBLE

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

☑ Yes
☐ No

BY NOT HAVING A BUILDING IDENTIFICATION SIGN ON THE NORTHWEST ELEVATION THEN ACTIVATE GAMES WOULD NOT HAVE THE SAME VISIBILITY FOR NEW CUSTOMERS TO LOCATE THE STORE

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

☐ Yes

☑ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

☐ Yes

☑ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

☑ Yes

☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

☐ Yes

☑ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

☐ Yes ☑ No

LEGEND

- c.m.f. - Conc. Monument Found
- L.L.L. - Land Lot Line
- R/W - Right-of-way
- B - Building Line
- P.O.B. - Point of Beginning
- f.h. - Fire Hydrant
- w.m. - Water Meter
- u.p. - Utility Pole
- c.t.f. - Crimp Top Found
- Pole / Guy Wire
- d.i.p. - Ductile Iron Pipe
- m.h. - Manhole
- D.E. - Drainage Easement
- S.S.E. - Sanitary Sewer Easement
- d.i. - Drop Inlet
- j.b. - Junction Box
- h.w. - Headwall
- g.v. - Gas Valve
- l.p. - Light Pole
- F.E.S. - Flared End Section
- CL - Centerline
- p.v.c. - Polyvinylchloride Pipe
- c.b. - Catch Basin
- T.B.M. - Temp. Bench Mark
- c.i. - Curb Inlet
- U.E. - Utility Easement
- C.E. - Construction Easement
- w.v. - Water Valve
- I.R.F. - Inter. Regional Flood
- c.m.p. - Corrugated Metal Pipe
- r.c.p. - Reinforced Conc. Pipe
- v.c.p. - Vitrified Clay Pipe
- c.o. - Clean Out
- P — Power Line (UP=Underground)
- S — Sewer Line
- W — Water Line
- G — Gas Line
- Creek / Ditch
- T — Telephone Line (UT=Underground)
- Fence
- Storm Drain
- FM — Sewer Force Main
- c.t.v. — Cable T.V.

---PLEASE NOTE---

INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN SHOWN BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UNDERGROUND PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON PER GEORGIA LAW. THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

All that tract or parcel of land lying and being in Land Lots 1107 and 1108, 2nd District, 1st Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the land lot corner common to Land Lots 1047, 1048, 1107 and 1108; thence South 43 degrees 50 minutes 42 seconds West, a distance of 723.33 feet to a point located on the southeastern right-of-way line of Windward Parkway (right-of-way varies), said point being the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established, along said southeastern right-of-way line of Windward Parkway the following two (2) courses and distances: North 53 degrees 55 minutes 56 seconds East, a distance of 611.12 feet to a point; and along the arc of a 1132.50-foot radius curve to the right, an arc distance of 296.33 feet to a point (said arc being subtended by a chord bearing North 61 degrees 25 minutes 42 seconds East, a chord distance of 295.49 feet); thence leaving said right-of-way line, South 21 degrees 21 minutes 46 seconds East, a distance of 240.79 feet to a point; thence South 49 degrees 05 minutes 27 seconds East, a distance of 29.62 feet to a point; thence South 73 degrees 47 minutes 29 seconds East, a distance of 118.99 feet to a point on the northwestern right-of-way line of a proposed road, Windward Plaza Drive (right-of-way varies); thence along said northwestern right-of-way line of a proposed road, Windward Plaza Drive, the following six (6) courses and distances: along the arc of a 270.00-foot radius curve to the right, an arc distance of 3.69 feet to a point (said arc being subtended by a chord bearing South 40 degrees 31 minutes 03 seconds West, a chord distance of 3.69 feet); South 40 degrees 54 minutes 33 seconds West, a distance of 635.69 feet to a point; along the arc of a 270.00-foot radius curve to the right, an arc distance of 169.88 feet to a point (said arc being subtended by a chord bearing South 58 degrees 55 minutes 58 seconds West, a chord distance of 167.09 feet); along the arc of a 284.52-foot radius curve to the right, an arc distance of 332.81 feet to a point (said arc being subtended by a chord bearing North 69 degrees 31 minutes 56 seconds West, a chord distance of 314.16 feet); North 36 degrees 01 minutes 21 seconds West, a distance of 221.91 feet to a point; along the arc of a 40.00-foot radius curve to the right, an arc distance of 62.80 feet to a point (said arc being subtended by a chord bearing North 08 degrees 57 minutes 17 seconds East, a chord distance of 56.55 feet), said point being the TRUE POINT OF BEGINNING.

TOGETHER WITH those easement rights arising under that certain TOGETHER WITH those easement rights arising under that certain Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association by Windward Properties, Inc., a Delaware corporation, dated November 4, 1983, filed for record October 25, 1983 at 4:33 p.m., recorded in Deed Book 8700, Page 362, Records of Fulton County, Georgia; as re-recorded December 6, 1983 at 3:11 p.m., recorded in Deed Book 8750, Page 82, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association by Windward Business Center Association, Inc., dated July 22, 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 92, aforesaid Records; as supplemented by that certain Supplemental Amendment to the Declaration of Covenants, conditions, and Restrictions for Windward Business Center Association, dated July 22, 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 96, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Windward Business Center Association by Westerra Windward, L.L.C., a Delaware limited liability company, dated December 23, 1997, filed for record December 29, 1997 at 4:11 p.m., recorded in Deed Book 23652, Page 263, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Windward Business Center Association by Westerra Windward, L.L.C., a Delaware limited liability company, dated April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 289, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Drainage Easement Agreement by and between Atlanta Windward Hotel Partners, LLC, a Georgia limited liability company and Westerra Windward, L.L.C., a Delaware limited liability company, dated April 10, 1997, filed for record April 11, 1997 at 11:16 a.m., recorded in Deed Book 22440, Page 264, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Road Easement Agreement by and between Westerra Windward, L.L.C., a Delaware limited liability company and Selig Enterprises, Inc., a Georgia corporation, dated April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 309, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement Agreement (Drainage) by and between Westerra Windward, L.L.C., a Delaware limited liability company and Gateway Windward, Inc., a California corporation, dated April 14, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 318, aforesaid Records.

LIST OF SPECIAL EXCEPTIONS , PART II , SCHEDULE B , COMMITMENT NO. 2-13196(M) , ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED : 10/3/01

(c) Easement for Right-of-Way from H. N. Allison to Georgia Power Company, a corporation, dated July 23, 1965, filed for record September 1, 1965 at 8:45 a.m., recorded in Deed Book 4476, Page 155, Records of Fulton County, Georgia. *SHOWN ON SURVEY.*

(d) Right-of-Way Easement from Windward Properties Inc. to Sawnee Electric Membership Corporation, dated September 21, 1984, filed for record November 5, 1984 at 8:36 a.m., recorded in Deed Book 9239, Page 110, aforesaid Records. *SHOWN ON SURVEY.*

(e) Right-of-Way Easement from Windward Properties, Inc. to Sawnee Electric Membership Corporation, dated August, 1984, filed for record July 22, 1988 at 12:22 p.m., recorded in Deed Book 11739, Page 275, aforesaid Records.
TOO GENERAL IN DESCRIPTION TO BE SHOWN ON SURVEY.

(f) Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association by Windward Properties, Inc., a Delaware corporation, dated November 4, 1983, filed for record October 26, 1983 at 4:33 p.m., recorded in Deed Book 8700, Page 362, aforesaid Records; as re-recorded December 6, 1983 at 3:11 p.m., recorded in Deed Book 8750, Page 82, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Windward Business Center Association by Windward Business Center Association, Inc., dated July 22, 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 92, aforesaid Records; as supplemented by that certain Supplemental Amendment to the Declaration of Covenants, conditions, and Restrictions for Windward Business Center Association, dated July 22, 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 96, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Windward Business Center Association by Westerra Windward, L.L.C., a Delaware limited liability company, dated December 23, 1997, filed for record December 29, 1997 at 4:11 p.m., recorded in Deed Book 23652, Page 263, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Windward Business Center Association by Westerra Windward, L.L.C., a Delaware limited liability company, dated April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 289, aforesaid Records.

(g) Terms and conditions of that certain Drainage Easement Agreement by and between Atlanta Windward Hotel Partners, LLC, a Georgia limited liability company and Westerra Windward, L.L.C., a Delaware limited liability company, dated April 10, 1997, filed for record April 11, 1997 at 11:16 a.m., recorded in Deed Book 22440, Page 264, aforesaid Records. *SHOWN ON SURVEY.*

(h) Height Restriction Agreement from Westerra Windward, L.L.C., a Delaware limited liability company to Atlanta Windward Hotel Partners, LLC, a Delaware limited liability company, dated as of April 10, 1997, filed for record April 11, 1997 at 11:16 a.m., recorded in Deed Book 22440, Page 284, aforesaid Records. *SHOWN ON SURVEY.*

(i) Declaration of Restrictive Covenants by Westerra Windward, L.L.C., dated July 22 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 104, aforesaid Records; as supplemented by that certain Supplemental Amendment to Declaration of Restrictive Covenants by Westerra Windward, L.L.C., dated as of July 24, 1997, filed for record July 28, 1997 at 2:10 p.m., recorded in Deed Book 22881, Page 115, aforesaid Records; as further supplemented by that certain Supplemental Amendment to Declaration of Restrictive Covenants by Westerra Windward, L.L.C., dated as of December 23, 1997, filed for record December 29, 1997 at 4:11 p.m., recorded in Deed Book 23652, Page 269, aforesaid Records; as further supplemented by that certain Supplemental Amendment to Declaration of Restrictive Covenants by Westerra Windward, L.L.C., dated as of April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 292, aforesaid Records.

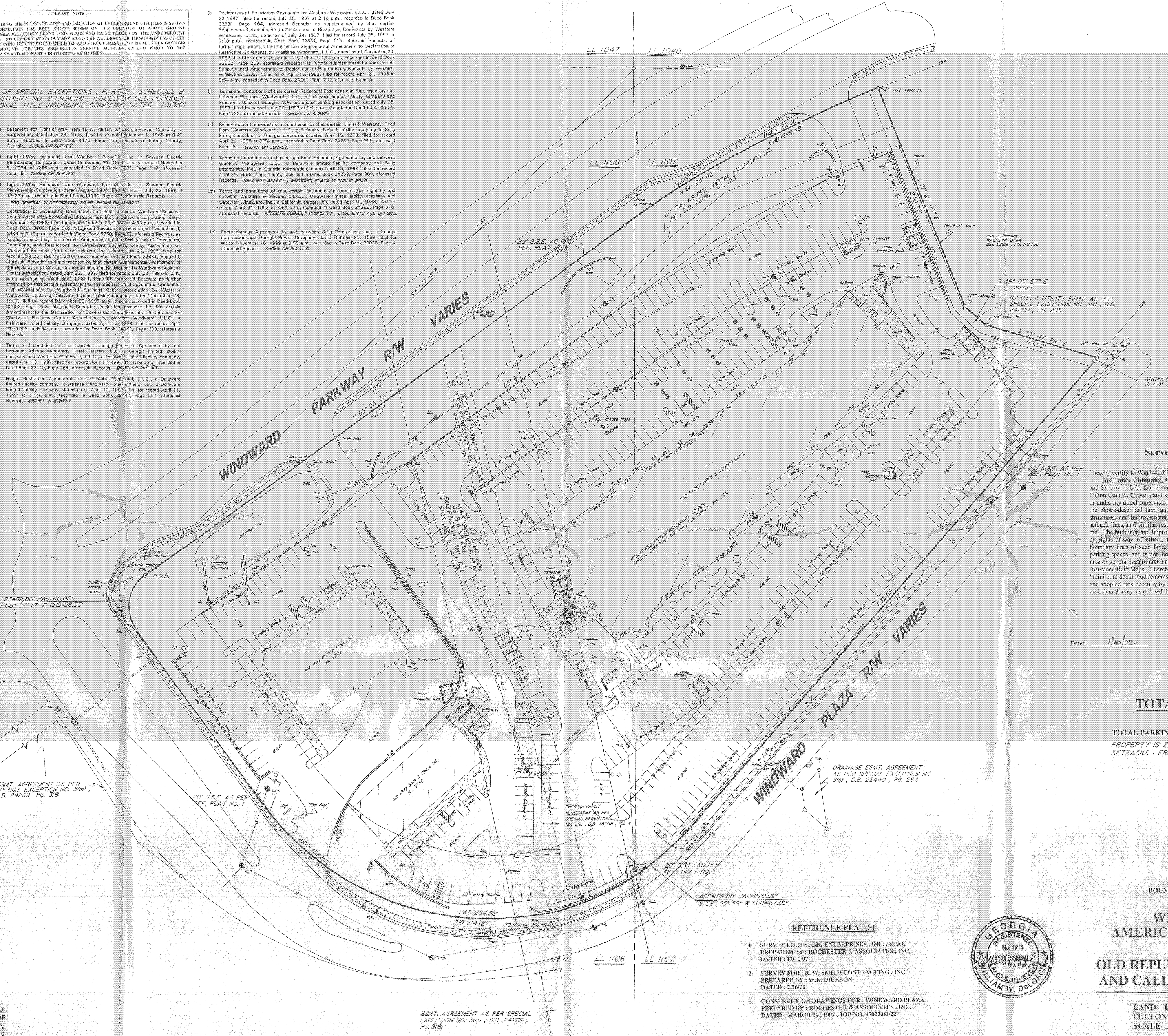
(j) Terms and conditions of that certain Reciprocal Easement and Agreement by and between Westerra Windward, L.L.C., a Delaware limited liability company and Wachovia Bank of Georgia, N.A., a national banking association, dated July 25, 1997, filed for record July 28, 1997 at 2:1 p.m., recorded in Deed Book 22881, Page 123, aforesaid Records. *SHOWN ON SURVEY.*

(k) Reservation of easements as contained in that certain Limited Warranty Deed from Westerra Windward, L.L.C., a Delaware limited liability company to Selig Enterprises, Inc., a Georgia corporation, dated April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 295, aforesaid Records. *SHOWN ON SURVEY.*

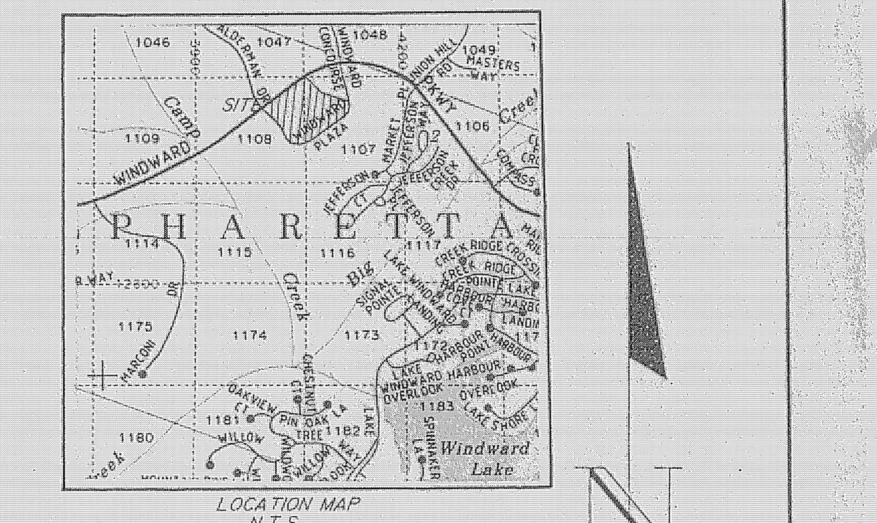
(l) Terms and conditions of that certain Road Easement Agreement by and between Westerra Windward, L.L.C., a Delaware limited liability company and Selig Enterprises, Inc., a Georgia corporation, dated April 15, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 309, aforesaid Records. *DOES NOT AFFECT ; WINDWARD PLAZA IS PUBLIC ROAD.*

(m) Terms and conditions of that certain Easement Agreement (Drainage) by and between Westerra Windward, L.L.C., a Delaware limited liability company and Gateway Windward, Inc., a California corporation, dated April 14, 1998, filed for record April 21, 1998 at 8:54 a.m., recorded in Deed Book 24269, Page 318, aforesaid Records. *AFFECTS SUBJECT PROPERTY , EASEMENTS ARE OFFSITE.*

(o) Encroachment Agreement by and between Selig Enterprises, Inc., a Georgia corporation and Georgia Power Company, dated October 25, 1999, filed for record November 16, 1999 at 9:59 a.m., recorded in Deed Book 28038, Page 4, aforesaid Records. *SHOWN ON SURVEY.*



Pearson & Associates, Inc.
LAND SURVEYING-ENGINEERING-SITE PLANNING
DEVELOPMENT-CONSTRUCTION LAYOUT
530A FOREST PARKWAY
FOREST PARK, GA 30297
(404)366-7715 (404)366-0813 (FAX)
E-Mail pearsonsurvey@mindspring.com



LOCATION MAP
N.T.S.

PROPERTY KNOWN AS :
THE TERRACES AT WINDWARD

Surveyor's Certification

I hereby certify to Windward Parkway, LLC, **American General Life and Accident Insurance Company**, Old Republic Title Insurance Company and Calloway Title and Escrow, L.L.C. that a survey of Land Lots 1107 & 1108, 2nd District, 1st Section, Fulton County, Georgia and known as The Terraces at Windward, was conducted by me or under my direct supervision on January 10, 2002. This is a true and correct survey of the above-described land and shows the true and correct location of the buildings, structures, and improvements situated on such land and all easements, rights-of-way, setback lines, and similar restrictions that are of record, visible, or otherwise known to me. The buildings and improvements do not overhang or encroach upon any easements or rights-of-way of others, and there are no encroachments either way across the boundary lines of such land. The property surveyed contains 10.0280 acres and 546 parking spaces, and is not located within a flood plain area or any special flood hazard area or general hazard area based on the Federal Emergency Management Agency Flood Insurance Rate Maps. I hereby certify that this Survey was prepared in accordance with "minimum detail requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted most recently by ALTA and ACSM; and meets the accuracy requirements of an Urban Survey, as defined therein.

Dated: 1/10/02

William W. DeLoach
William W. DeLoach
Ga. R.L.S. No. 1711

TOTAL ACREAGE = 10.0280
436,817.59 SQ. FT.

TOTAL PARKING SPACES = 546 (THIS INCLUDES 16 H.C. SPACES)

PROPERTY IS ZONED : CUP (COMMUNITY UNIT PLAN)
SETBACKS : FRONT - 65' , SIDE - 15' & REAR - 15'.

REFERENCE PLAT(S)

1. SURVEY FOR : SELIG ENTERPRISES , INC. , ETAL
PREPARED BY : ROCHESTER & ASSOCIATES , INC.
DATED : 12/10/97
2. SURVEY FOR : R. W. SMITH CONTRACTING , INC.
PREPARED BY : W.K. DICKSON
DATED : 7/26/00
3. CONSTRUCTION DRAWINGS FOR : WINDWARD PLAZA
PREPARED BY : ROCHESTER & ASSOCIATES , INC.
DATED : MARCH 21 , 1997 , JOB NO. 95022.04-22

GEORGIA REGISTERED No. 1711 PROFESSIONAL LAND SURVEYOR WILLIAM W. DeLOACH

BOUNDARY AND ABOVE GROUND "AS-BUILT" SURVEY FOR :

WINDWARD PARKWAY, LLC, AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY OLD REPUBLIC TITLE INSURANCE COMPANY AND CALLOWAY TITLE AND ESCROW, L.L.C.

LAND LOT(S) 1107 & 1108 1st SECTION 2nd DISTRICT
FULTON COUNTY, GEORGIA
SCALE 1" = 50' JAN. 10 , 2002

GRAPHIC SCALE
50 0 50 100 150 200

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL INSURANCE ADMINISTRATION. IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS *OUTSIDE* OF THE FLOOD HAZARD AREA.

THE DATA SHOWN ON THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS A PRECISION RATIO OF ONE FOOT IN *983,029* FEET. TRAVERSE DATA OBTAINED USING A TOPCON GTS-3 SERIES TOTAL STATION.

THIS PLAT IS BASED UPON FIELD DATA WHICH HAS A PRECISION RATIO OF ONE FOOT IN *19,987* FEET. AN AVERAGE ANGULAR ERROR OF *03* SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

REVISED : 1/31/02 TO ADD SETBACKS & ZONING.
REVISED : 2/7/02 TO CHANGE LENDER

PLAT NO. 01-1277677 C

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: ACTIVATE GAMES

Contact Name: TOM TYSON Telephone: 770-941-9900

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

MERITEX INDUSTRIAL II LLC

CUMBERLAND DC ASSETS LLC

WINDWARD ACQUISITION DELEWARE

WINDWARD PARKWAY LLC

GH WINDWARD PLAZA INC

WACHOVIA BANK

GA POWER COMPANY TAX DEPT BIN

WINDWARD ASSOCIATES LLC

WINDWARD OWNERSHIP LLC

GH WINDWARD PLAZA INC

4025 WINDWARD PLAZA ALPHARETTA

TERRA HOSPITALITY GIANT LLC

LEXISNEXIS RISK SOLUTIONS INC

6120 WINDWARD PW LLC

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

- [x] Letter
- [ ] Personal Visits
- [ ] Telephone
- [ ] Group Meeting
- [ ] Email
- [ ] Other *(Please Specify)*

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

VIA A LETTER OR AN E-MAIL TO THE APPLICANT

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

CUMBERLAND DC ASSETS LLC
13155 NOEL RD STE 100
DALLAS TX 75240

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

WINDWARD PARKWAY LLC
1100 SPRING ST # 550
ATLANTA GA 30309

GH WINDWARD PLAZA INC
225 PEACHTREE ST NE STE 200
ATLANTA GA 30303

WACHOVIA BANK
P.O. BOX 2609
CARLSBAD CA 92018-2609

GEORGIA POWER COMPANY TAX DEPT BIN
10120
241 RALPH MCGILL BLVD NE
ATLANTA GA 30308-3374

WINDWARD ASSCOIATES LLC
6400 POWERS FERRY RD NW # #100
ATLANTA GA 30339

WINDWARD OWNERSHIP LLC
2060 MOUNT PARAN RD NW STE 111
ATLANTA GA 30327

WINDWARD OWNERSHIP LLC
2060 MOUNT PARAN RD NW STE 111
ATLANTA GA 30327

GH WINDWARD PLAZA INC
225 PEACHTREE ST NE STE 200
ATLANTA GA 30303

GH WINDWARD PLAZA INC
225 PEACHTREE ST NE STE 200
ATLANTA GA 30303

4025 WINDWARD PLAZA ALPHARETTA LLC
P.O. BOX 56607
ATLANTA GA 30343

TERRA HOSPITALITY GIANT LLC
P.O. BOX 56607
ATLANTA GA 30343

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

6120 WINDWARD PW LLC
95 FROEHLICH FARMS BLVD
WOODBURY NY 11797

Alpharetta
GEORGIA • USA

Personal Property

View Bill

As of	8/22/2025
Bill Year	2024
Bill	240551
Owner	GEORGIA CVS PHARMACY LLC
Property ID	5886298

View payments/adjustments

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	12/1/2024	$1,975.47	$1,975.47	$0.00	$0.00	$0.00
TOTAL		$1,975.47	$1,975.47	$0.00	$0.00	$0.00

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NON ILLUMINATED LETTERS

Pantone 648 c

Pantone 298 c

34.58 SF SIGN

95 LF

SIDE ELEVATION

SIGNAL SIGNS

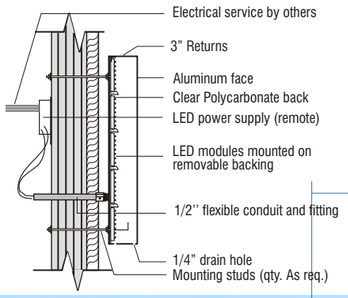
440 Six Flags Parkway
Mableton, GA 30126

Ph: 770.941.9900
Fax: 770.941.2307
signalsignscorp.com

DESIGNED FOR:	SALES AGENT:	DRAWN BY:	DATE:	SCALE:
ACTIVATE GAMES	TOM TYSON	KH	7.9.25	1/4" = 1'
LOCATION: SAME	FILE PATH: :\DESIGN\ACTIVATE GAMES\ELEVATION			VERSION: v14

MISC:

Standard construction halo lit channel letters w/ LED lighting.



Pantone 648 c | Black Trim | Pantone 298 c

77.71 SF SIGN
137 LF

WINDWARD PKWY ELEVATION

SIGNAL SIGNS
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Mableton, GA 30126
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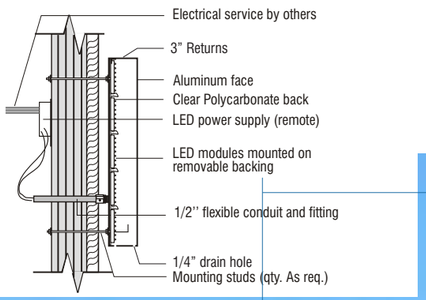

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95 LF

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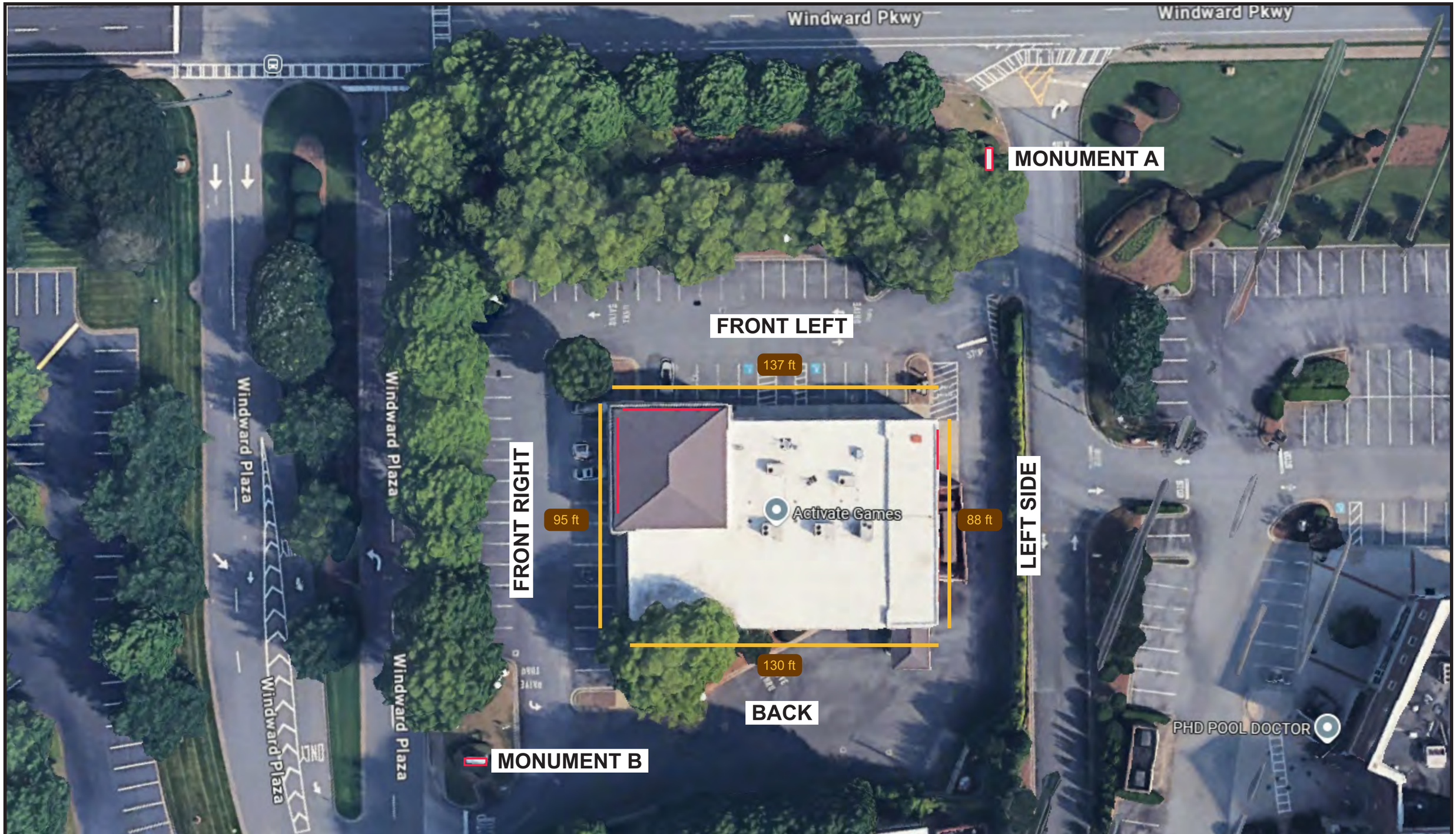

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ACTIVATE GAMES	TOM TYSON	KH	7.9.25	1/4" = 1'
LOCATION: SAME	FILE PATH: :\DESIGN\ACTIVATE GAMES\ELEVATION			VERSION: v14

MISC:

STAFF REPORT

Department: Police
Submitted By: Molly Esswein
Meeting Date: December 1, 2025

AGENDA ITEM:

Ordinance: Professional Bondsman Text Amendments
FIRST READING
Consideration and adoption of an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to amend requirements for applications for permitting, to provide for renewal applications, to amend regulations regarding the denial or revocation of a permit, to provide for requirements and procedures governing bondsmen, to provide for bond posting and forfeiture, to repeal conflicting ordinances, and for other purposes.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

If approved, this Ordinance would repeal the current Chapter 10 Article XII and replace the Article entirely with the attached proposed language. This amendment would be effective immediately after adoption.

The proposed Ordinance creates a definition section, which defines "professional bondsman". It also requires a professional bondsman to be issued an annual license from the City and describes the process for obtaining a license and creates procedures for denying, suspending, and revoking a license and hearing and appeal rights of a professional bondsman.

It prescribes requirements for how a professional bondsman shall operate and interact with the City, including submitting various agreements, forms, schedules, and monthly reporting documentation. And, it explains the process for bond forfeitures and cancellations. These amendments are proposed and support our efforts of re-opening the Alpharetta Jail.

ALTERNATIVES:

Do not adopt this ordinance and proposed alternative language for the Code amendment.

ATTACHMENTS:

1. Ordinance Bondsmen
2. Current Code Article XII Professional Bonds Persons

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE XII OF CHAPTER 10 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA, KNOWN AS THE CITY'S PROFESSIONAL BONDS PERSONS ORDINANCE; TO AMEND REQUIREMENTS FOR APPLICATIONS FOR PERMITTING; TO PROVIDE FOR RENEWAL APPLICATIONS; TO AMEND REGULATIONS REGARDING THE DENIAL OR REVOCATION OF A PERMIT; TO PROVIDE FOR REQUIREMENTS AND PROCEDURES GOVERNING BONDSMEN; TO PROVIDE FOR BOND POSTING AND FORFEITURE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

WHEREAS, the City Council for the City of Alpharetta ("City Council") previously adopted regulations governing professional bondsmen and bonding companies operating within the City of Alpharetta ("City"); and

WHEREAS, the City Council desires to amend Article XII of Chapter 10 of the Code of the City of Alpharetta to ensure proper management of bonding companies and related procedures; and

WHEREAS, the City Council finds that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City.

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

Section 1. Chapter 10, Article XII of the Code of the City of Alpharetta is hereby repealed in its entirety and replaced with the text included on Exhibit A.

Section 2. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council

that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 4. Repealer

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

SO ORDAINED, this ___ day of _____, 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

VACANT

_____
Council Member Post 2

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

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

EXHIBIT A

ARTICLE XII. PROFESSIONAL BONDSMAN

Sec. 10-366. Definitions

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

Professional bondsman means all persons or bondsmen who hold themselves out as signers or sureties of bail bonds for compensation.

Sec. 10-367. Permit required.

(a) It shall be unlawful for any person to be engaged in the business of a professional bondsman in the City without having a license therefore from the City as provided in this article.

(b) To qualify for a license under this article, the applicant shall submit an application to the chief of police on a form proscribed by the City, accompanied by the application fee as established by the chief of police from time to time, which includes the following certified information:

(1) The name and address of the applicant;

(2) Documentation that the applicant is 18 years of age or over;

(3) Documentation that the applicant has been a resident of the state for at least one year before making application to write bonds;

(4) A complete record of all arrests and convictions against the applicant and every individual identified in 10-367(c) below for violations of any and all laws of the city, state, or federal government.

(5) Verification that the applicant is approved by the Fulton County Sheriff and remains in good standing with respect to all applicable federal, state, and local laws and all rules and regulations established by the Fulton County Sheriff;

(6) Documentation describing the composition of the company for which the applicant is applying, whether as an individual(s), trust(s), partnership, corporation or other legal entity and setting forth the names and addresses of each individual, partner, officer, director, shareholder, trust, member or other entity composing the company;

(7) The applicant must submit an affidavit listing all real property in which the applicant has an interest, stating the ownership of said property, all liens or encumbrances thereon and describing said property in detail, including but not limited to the true market value of said property. Such affidavit shall be submitted according to the standards promulgated by the chief of police.

(c) Upon receipt of an application, the chief of police shall require an investigation of each applicant for a license under this article. Such investigation shall be made to determine the moral character and financial condition of the applicant. A report of such investigation and a copy of the traffic and police record of the applicant, if, any, shall be maintained in the application file.

(d) No person shall be permitted to sign professional bonds or act as an agent or representative of a bonding company if such person:

(1) Is not at least 18 years of age;

(2) Has not been a resident of the state for at least one year before making application to write bonds;

(3) Has been convicted of a felony or a crime involving moral turpitude;

(4) Has failed to meet bonding obligations in any jurisdiction;

(5) Fails to qualify as a bondsman under applicable state statues governing who may act in such capacity; or

(6) Has not been approved by the Fulton County Sheriff.

(e) All licenses granted under this article shall be for the calendar year and expire on December 31st of each year. Each subsequent application shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had been held.

(f) No license issued pursuant to this article shall be transferable.

Sec. 10-368. Denial; suspension; revocation; upon renewal.

Each year upon application for a license under this article, the applicant shall comply with the requirements of this article, and the license shall be granted or denied in accordance with this article. The chief of police may deny, suspend, revoke or refuse to issue any license in accordance with the requirements of this article for any of the following causes:

(1) For any cause for which issuance of the license could have been refused had it existed or been known at the time of the issuance of the license.

(2) An applicant furnished fraudulent or untruthful information in the application for a license, or omitted information required in the application for a license, or failed to pay all fees, taxes, or other charges imposed under the provisions of this article.
(3) Misappropriation, conversion or unlawful withholding of money belonging to others and received in the conduct of business under the license.
(4) Conviction of a felony or a crime involving moral turpitude.
(5) Fraudulent or dishonest practices in the conduct of business under the license.
(6) Failure to comply with the provisions of this article.
(7) Failure to return collateral security to the principal when the principal is entitled thereto.
(8) When in the judgment of the chief of police, the licensee has, in the conduct of affairs under the license, demonstrated incompetence or untrustworthiness, or conduct or practices rending him unfit to carry on the bail bond business, or making his continuance in such business detrimental to the public interest, or that he is no longer in good faith carrying on the bail bond business, or that he is guilty of rebating, or offering to rebate, or offering to divide his compensation, and for any or all such reasons, is found by the chief of police to be a source of detriment, injury or loss to the public.

Sec. 10-369. General operating requirements

In order to act as a professional bondsman in the city, the following requirements shall apply:

(a) Licensees must sign an agreement with the city providing for an escrow account in any one or more financial institutions designated as city depositories. The agreement will state the required sum that must be deposited in escrow and said sum shall be determined by the chief of police. If this escrow is encroached upon for any reason or if the chief of police otherwise determines that additional escrow is required to ensure the solvency or reliability of the professional bondsman, the City's chief of police may require amendment to the escrow through written notice to the professional bondsman.
(b) Licensees city shall provide the chief of police with the names of all partners, officer, stockholders, and any other person(s) or corporation(s) having an interest in or involved with the business of the corporation. The licensee shall immediately notify the chief of police of any changes of ownership or direction. Failure of the licensee to comply with these provisions shall result in the immediate suspension of the license under this article.
(c) Any professional bondsman licensed under this article shall pay the required occupation tax and shall comply with all applicable provisions of article II of chapter

22 of this Code for business licenses and regulations;

(d) Each individual authorized to execute bonds on behalf of the company must file a properly executed power of attorney from the bonding company with the chief of police.

(e) A professional bondsman must receive the approval of the chief of police prior to posting a bond or any combination of bonds which total $25,000.00 or more for any one individual.

(f) All professional bondsmen shall file with the chief of police a monthly report. These reports shall include the following information and shall be filed in the form of an affidavit:

(1) List by name, in alphabetical order, amount, and date of bonds signed during each month.

(2) List by name, in alphabetical order, case or indictment number and date of all bonds officially settled during each month.

(3) List by name, in alphabetical order, amount, and date of bonds, all judgments rendered by the City, State and/or Superior Court of Fulton County and/or any other counties, subject to collection in the City.

(4) List by name, in alphabetical order, amount, and date of bonds, all forfeitures pending in the City of Alpharetta and/or other cities or counties, subject to collection in the city.

(5) List all personnel in the employment of the submitting professional bondsman or bonding company.

Sec. 10-370. Return of license upon termination of business.

Any professional bondsman who discontinues writing bail bonds during the period for which he is licensed shall notify the Chief of Police and immediately return the license.

Sec. 10-371. State statues governing professional bondsmen.

Professional bondsmen shall comply with all applicable state statutes which control bonding procedures with the State of Georgia.

Sec. 10-372. Forfeiture caused by nonappearance of principal.

In the event of the nonappearance of the principal in court on the appointed date and time, the judge shall at the end of the court day, forfeit the bond and order an execution hearing. Procedures for forfeiture of bonds and judgment absolute set forth in state law shall be followed. In addition to the penalties set forth in state law, if the judgment absolute is entered, and payment is not made promptly to the city, the license of the professional

bondsman shall be suspended until such time as the judgment absolute is satisfied, or the defendant is returned to custody.

Sec. 10-373. Cancellation of bond.

When the condition of the bond is satisfied or the forfeiture of the bond has been discharged or remitted, the judge shall make an order canceling the bond. Conviction or acquittal of the defendant shall satisfy the terms of the bond written by a professional bondsman.

Sec. 10-374. Exemptions.

Nothing contained in this article shall be construed as affecting the right of a citizen to sign a bond not for compensation, or the right of surety companies who have complied with the laws of the state regulating such companies to carry on their regular business.

Sec. 10-375. Submitting schedules.

The chief of police shall have the right and authority at all times to require a professional bondsman to submit schedules of property and of bonds upon which they appear as surety. In the event such schedules disclose the insolvency or inability of a professional bondsman to sign bonds because of an excess of liability over assets, then the chief of police shall have the power to bar such professional bondsman from signing further bonds in the city for so long as such insolvency or inability exists. Any professional bondsman who shall fail to furnish such schedules on demand, or who shall furnish a false schedule, shall thereafter be barred from signing bonds in the city.

Sec. 10-376. Violations.

Any professional bondsman violating this article shall, on conviction, be punished as provided by law, and be subject to suspension or revocation of any license under this article.

Sec. 10-377. Hearing; license denial, suspension, revocation; appeal.

(a) The person, or agent thereof, whose license application is denied or whose permit is suspended or revoked shall be notified by the chief of police of the reason for such denial, suspension, or revocation.
(b) When the chief of police issues a written notice of intent to deny, suspend, or revoke a license, the chief of police shall immediately send such notice, which shall include the specific grounds under this article for such action, to the applicant or licensee (respondent) by personal delivery or certified mail. The notice shall be directed to

the most current business address or other mailing address on file with the Police Department for the respondent. The notice shall also set forth the following: The respondent shall have ten days after the delivery of the written notice to submit, at the office of the chief of police, a written request for a hearing. If the respondent does not request a hearing within said ten days, the chief of police's written notice shall become a final denial or decision regarding suspension or revocation.

(c) If the respondent does make a written request for a hearing within said ten days, then the chief of police shall, within ten days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted not less than 10 days nor more than 20 days after the date that the hearing notice is issued.

(d) The city administrator or his/her designee shall serve as the hearing officer for any such appeal.

(e) The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.

(f) At the hearing, after presentation of the case against the respondent, the respondent will have an opportunity to present his case, to rebut the allegations made against him, and present whatever defenses he has. The respondent shall have the right to be represented by an attorney, at the expense of the respondent, and to present evidence and cross-examine opposing witnesses.

(g) At the conclusion of the hearing, the findings and conclusions of the city administrator shall be forwarded to the chief of police, and it shall be the duty of the chief of police to provide written notification via certified mail to the respondent of the decision of the city administrator.

(h) The decision of the city administrator shall be final unless appealed to the Superior Court of Fulton County within 30 days of receipt of the written notification to the respondent of the decision.

(i) For purposes of this section, notice shall be deemed delivered when personally served or when served by certified mail postage prepaid within three days after the date of deposit in the United States Mail.

Secs. 10-378—10-404. Reserved.

ARTICLE XII. PROFESSIONAL BONDS PERSONS[1]

Sec. 10-366. Definition of professional bonds person.

(a) Bondsmen or persons who hold themselves out as signers or sureties of bonds for compensation are declared to be professional bonds persons.

(b) A professional bondsperson is one who holds himself out as a signer or surety of bonds for compensation who must meet the following qualifications:

(1) Is 18 years of age or over;

(2) Is a resident of the state for at least one year before making application to write bonds;

(3) Is a person of good moral character and has not been convicted of a felony or any crime involving moral turpitude; and

(4) Is approved by the sheriff and remains in good standing with respect to all applicable federal, state, and local laws and all rules and regulations established by the sheriff in the county where the bonding business is conducted.

(c) The sheriff of the county in which the bonding business is conducting business or is seeking approval to conduct business shall initiate a criminal background investigation to ensure that a professional bonds person has not been convicted of a felony or a crime involving moral turpitude in this state or any other jurisdiction. The sheriff shall require the professional bonds person to furnish two full sets of fingerprints which the sheriff shall submit to the Georgia Crime Information Center. The center shall submit a full set of fingerprints to the Federal Bureau of Investigation for a national criminal history record check.

(d) It shall be the duty of each professional bonds person approved by the sheriff in accordance with this section to provide the clerk of each court before which one or more of such professional bonds person's principals are required to appear with the business name, complete address, telephone number, and e-mail address of the chief operating officer or his designee of such professional bonds person for the purpose of receiving any notices that may be sent pursuant to O.C.G.A. § 17-6-71. Each professional bonds person shall have the duty to keep such information current and accurate. It shall be the duty of each clerk of court to keep, maintain, and update such information as provided by a professional bonds person.

(Code 1989, § 12-30; Ord. No. 139, § 2, 10-28-1974)

Sec. 10-367. Permit—Required.

It shall be unlawful for any person to be engaged in the business of professional bonds person until authorized so to do by a permit granted by the city council upon recommendation of the police chief and/or police committee. No business license shall be issued to a professional bonds person until such permit has been granted.

(Code 1989, § 12-31; Ord. No. 139, § 1, 10-28-1974)

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[1]State law reference(s)—Professional bonds persons generally, O.C.G.A. § 17-6-50 et seq.

Sec. 10-368. Same—Suspension or revocation authorized.

The chief of police and/or police committee shall have the right at any time to suspend the permit of any person, or agent thereof, engaged in the business of acting as a professional bonds person for noncompliance with this article. The police committee and/or chief of police shall have the right to suspend, for a definite period of time, or to permanently revoke, any such permit.

(Code 1989, § 12-32; Ord. No. 139, § 6, 10-28-1974)

Sec. 10-369. Same—Hearing on suspension.

The person, or agent thereof, whose permit is suspended shall be notified by the chief of police and/or police committee of the reason for such suspension and shall be given the right, within 30 days from the effective date of such suspension, to appear before the police committee and to show cause why the suspension should not be made permanent. Failure to appear within the specified time or any extension thereof shall, of course, automatically forfeit the permit.

(Code 1989, § 12-33; Ord. No. 139, § 7, 10-28-1974)

Sec. 10-370. Exemptions.

Nothing contained in this article shall be construed as affecting the right of a citizen to sign a bond not for compensation, or the right of surety companies who have complied with the laws of the state regulating such companies to carry on their regular business.

(Code 1989, § 12-34; Ord. No. 139, § 3, 10-28-1974)

Sec. 10-371. Contents of bond.

(a) Each bond signed by any professional bonds person shall, on a separate affidavit, contain:

  (1) A description of all real property in the county owned in fee simple by such person, and the clear market value of each item of real property so scheduled shall be set forth;

  (2) A description of each mortgage, lien or other encumbrance affecting such real property, showing the maturity date and amount thereof;

  (3) A statement of the total amount of all bonds upon which the petitioner may, at that time, appear as surety; and

  (4) A sub-schedule of all bonds upon which the petitioner may, at that time, appear as surety which have been forfeited and not paid.

(b) All schedules and sub-schedules required by this article shall be made under oath by the petitioner, provided that, if the petitioner is a firm, each member of the firm shall sign the same, and if a corporation, two principal officers thereof authorized by the corporation's bylaws shall sign the same, and the corporate seal shall be affixed.

(Code 1989, § 12-35; Ord. No. 139, § 4, 10-28-1974)

Sec. 10-372. Submitting schedules.

The chief of police and/or police committee shall have the right and authority at all times to require professional bonds persons to submit schedules of property and of bonds upon which they appear as surety. In the event such schedules disclose the insolvency or inability of a bonds person to sign bonds because of an excess of liability over assets, then the committee shall have the power to bar such bonds person from signing further bonds in the municipal court for so long as such insolvency or inability exists. Any professional bonds person who shall fail to furnish such schedules on demand, or who shall furnish a false schedule, shall thereafter be barred from signing bonds in connection with cases in the municipal court.

(Code 1989, § 12-36; Ord. No. 139, § 5, 10-28-1974)

Sec. 10-373. Violations.

Any professional bonds person violating this article shall, on conviction in the municipal court, be punished as provided by law. In addition thereto, any bonds person convicted of any violation of this article shall automatically be barred from signing bonds in the city.

(Code 1989, § 12-37; Ord. No. 139, § 8, 10-28-1974)

Secs. 10-374—10-404. Reserved.

STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: December 1, 2025

AGENDA ITEM:

Ordinance: Insurer License Fees Text Amendments
FIRST READING
Consideration of an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

STAFF RECOMMENDATION:

Adopt an Ordinance to amend Article II of Chapter 42 (Insurer License Fees) of the Code of the City of Alpharetta, Georgia; To Provide for Effective Dates; To Repeal All Ordinances in Conflict Herewith; and for Other Purposes.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

In 2025, the City Council amended Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee for insurers doing business within the City. However, the required certified copy of ordinance changes was not filed with the Insurance Commissioner within the statutory deadline, and the increased Insurer License Fees as adopted on June 2, 2025 is not currently in effect, and it is necessary to adopt a new ordinance in order to file with the Insurance Commissioner.

The proposed ordinance raises the license fee for additional business locations from $35.00 to $52.50, and states that the license fees imposed are due and payable beginning on January 1, 2026.

ALTERNATIVES:

Do not adopt the Ordinance and forego the opportunity to amend the insurer license fee amount.

ATTACHMENTS:

1. Ordinance Amending Insurer License Fees

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE II OF CHAPTER 42 (INSURER LICENSE FEES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

WHEREAS, the Mayor and City Council amended Article II of Chapter 42 (Insurer License Fees) to increase the annual license fee levied upon each insurer doing business within the City on June 2, 2025; and

WHEREAS, the Official Code of Georgia Annotated ("O.C.G.A.") Sec. 38-8-8(c) requires the City file with the Commissioner of the Department of Insurance of the State of Georgia ("Insurance Commissioner") a certified copy of changes to Insurer License fees within 45 days of enactment as a condition to the validity and enforceability of such amendments; and

WHEREAS, the required certified copy of ordinance changes was not filed with the Insurance Commissioner within the statutory deadline and thus the increase in Insurer License Fees as adopted on June 2, 2025 is not currently in effect; and

WHEREAS, the Mayor and City Council desire to adopt a new ordinance amendment to Article II of Chapter II (Insurance License Fees) and to direct the City Clerk to provide a certified copy of the amended ordinance to the Insurance Commissioner within 45 days of its adoption;

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

Section 1. Chapter 42, Article III of the Code of the City of Alpharetta is hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference, by removing the strikethrough language and adding the bold, underlined language.

Section 2. The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its adoption.

Section 3. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause,

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

Section 5. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 6. Repealer

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

SO ORDAINED, this 8th day of December, 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

VACANT

_____
Council Member – Post 2

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____

EXHIBIT "A"

ARTICLE II. INSURER LICENSE FEES

Sec. 42-29. Insurer license fees.

There is hereby levied for the year ~~2002~~ 2026 and for each year thereafter an annual license fee upon each insurer doing business within the city in the amount of $150.00. For each separate business location in excess of one, not covered by section 42-30, which is operating on behalf of such insurers within the city, there is hereby levied a license fee in the amount of $150.00. For the purposes of this article, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 42-30. License fees for insurers insuring certain risks at additional business locations.

For each separate business location not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing, and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee of ~~$35.00~~ 52.50 per location for the year 2026 and for each year thereafter.

Sec. 42-31. Gross premiums tax imposed on life insurers.

There is hereby levied for the year 2026 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. The term "gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 42-29.

Sec. 42-32. Gross premiums tax, all other insurers.

There is hereby levied for the year 2026 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the state, in an amount equal to 2½ percent of the gross direct premiums received during the preceding calendar year, in accordance with O.C.G.A. § 33-8-8.2. The term "gross direct premiums," as used in this section, shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by section 42-29.

Sec. 42-33. Due date for license fees.

License fees imposed in sections 42-29 and 42-30 shall be due and payable on the first day of 2026 and on the first date of each subsequent year.

Secs. 42-34—42-54. Reserved.

STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: December 1, 2025

AGENDA ITEM:

Ordinance: Mobile Food Vendors and Pawnshops Text Amendments
FIRST READING
Consideration of an ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

STAFF RECOMMENDATION:

Adopt an ordinance to amend Article X of Chapter 10, titled "Mobile Food Vendors" and Article XI of Chapter 10, titled "Pawnshops" of The Code of the City of Alpharetta, Georgia.

BUDGET & PROCUREMENT:

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

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The City Council previously adopted ordinances establishing regulations for the operation of pawnshops and mobile food vendors within the City.

The proposed ordinance, if approved, would amend the annual license fees for mobile food vendors and pawnshops from $150.00 to $175.00.

ALTERNATIVES:

Do not adopt an ordinance and forego the opportunity to increase the license fees for mobile food vendors and pawnshops by $25.00.

ATTACHMENTS:

1. Ordinance Amending License Fees (Mobile Food Vendors and Pawnshops)
2. Current Code Sec. 10_316 Fees
3. Current Code Sec. 10_337 Licensing requirements

ORDINANCE NUMBER:

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND ARTICLE X OF CHAPTER 10 (MOBILE FOOD VENDORS) AND ARTICLE XI OF CHAPTER 10 ("PAWNSHOPS") OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND PROVISIONS REGARDING LICENSING REQUIREMTNS AND FEES; TO PROVIDE FOR EFFECTIVE DATES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

WHEREAS, the City Council for the City of Alpharetta ("City Council") previously adopted ordinances establishing regulations for the operation of pawnshops and mobile food vendors within the City of Alpharetta ("City"); and

WHEREAS, the City Council desires to amend Article X of Chapter 10 of the Code of the City of Alpharetta to increase the annual license fee for mobile food vendors within the City;

WHEREAS, the City Council desires to amend Article XI of Chapter 10 of the Code of the City of Alpharetta to increase the annual license fee for pawnshops within the City;

WHEREAS, the City Council finds that the following amendment to the Code of Ordinances promotes the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the City;

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

Section 1. Chapter 10, Article X, Sec. 10-316 of the Code of the City of Alpharetta is hereby repealed in its entirety and replaced with the following:

"The fee for each license under this article shall be $175.00 annually."

Section 2. Chapter 10, Article IX, Sec. 10-337(a) of the Code of the City of Alpharetta is hereby amended by deleting any reference to a license fee in the amount of $150 and replacing with a license fee in the amount of $175.00.

Section 3. Severability

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

Section 5. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 6. Repealer

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

SO ORDAINED, this ___ day of _____, 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

VACANT

_____
Council Member Post 2

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

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

Sec. 10-316. Fees.

The fee for every application for license under this section shall be established by the city council, from time to time, and made available for public examination in the office of the city clerk.

(Code 1989, § 12-215; Ord. No. 674, § 1, 4-8-2013; Ord. No. 697, § 1, 10-6-2014)

Sec. 10-337. Licensing requirements.

(a) It shall be unlawful for any person to conduct or transact a pawnbroker business or pawnshop without first obtaining a city license. The fee for such license shall be $150.00 annually. Licenses are not transferable.

(b) No license shall be issued to any person who has been convicted of a felony or a crime involving moral turpitude as defined by the laws of the state unless a full and complete pardon has been granted.

(c) No license shall be issued to any person under the terms of this chapter if any false information is furnished upon the application by the applicant to the appropriate authorities of the city.

(d) No license shall be issued to any person who has been convicted of usury under the laws of this state or of any other state.

(e) No license shall be issued until the applicant has been investigated by the city police department, and a favorable report is received from the police department as to his general reputation in the business community.

(f) No license shall be issued to any person who is not a resident of this county, or who does not maintain a registered agent in the county.

(g) No license shall be issued to any person who does not maintain a blanket bond in an amount not less than $10,000.00. Such bond must be made payable to the city.

(h) No license shall be issued unless the names and addresses of all persons holding any interest in the business are listed and those persons have signed the application.

(i) No license shall be issued to any person who is engaged in any finance or lending business.

(Code 1989, § 12-72; Ord. No. 273, § 2, 3-26-1990)

STAFF REPORT

Department: City Clerk
Submitted By:
Meeting Date: December 1, 2025

AGENDA ITEM:

The following items have been deferred and will not be considered during this meeting.

STAFF RECOMMENDATION:

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

ALTERNATIVES:

ATTACHMENTS:

STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: December 1, 2025

AGENDA ITEM:

Fiscal Year 2026 HVAC Replacements
Consideration of approval to award a HVAC Replacment to AComfort for an amount of $65,595.14 for the removal of existing HVAC equipment, purchase of new HVAC equipment, and installation of the new HVAC Equipment at the Crabapple gym and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Please approve funding in an amount not to exceed $65,595.14 to AComfort for FY 26 HVAC unit replacements 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: $65,595.14
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
HVAC Replacemnts/30141100 541300 C2003	$65,595.14

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

ITEM DESCRIPTION:

This request is for the replacement of a 20-ton Carrier Roof Top Unit (RTU) located at the Crabapple gym. This system is 29 years in age and will require extensive repairs/service in order to maintain the unit in a safe working condition. The typical lifespan of these units is 15 to 20 years and this one has already exceeded the expected life expectancy. Replacement of this unit will provide better energy efficiency and bring the unit up to date with the current federal environmental regulations regarding freons. This request is part of a recurring capital initiative to replace aging units at City facilities.

The following Single HVAC System will be replaced as part of this request.

Crabapple Gym:
20 Ton Roof Top Unit (RTU)

The City will be utilizing on-call contractor AComfort for HVAC maintenance for the new installation of equipment. AComfort was awarded a 5-year contract on 6-16-2023 for the service and installation of existing and new equipment. In order for labor and manufacturers' warranties to remain valid, the new HVAC equipment installer should also be the one servicing the new equipment. This eliminates any questions or issues with the equipment, making any warranty claims an easier process. In order to make sure the City was receiving fair pricing for the units listed above, staff reached out to a separate HVAC vendor for pricing of installation and other add-ons needed to complete the work as quoted by Acomfort. Below was the pricing received from both vendors.

AComfort	$65,595.14
Air South	$79,401.60

The total cost includes but is not limited to the following:

1. Refrigerant recovery for system
2. Installation of all materials and new equipment
3. Labor and fuel.
4. Lift rental for new equipment
5. Fabrication and installation of new RTU platform
6. Fabrication of new duct work transitions to tie into existing ductwork for new equipment.

The removal and installation of new equipment will take approximately a week.

Comfort by Design, Inc., dba AComfort was acquired by Kimbrough Industrial Group LLC. dba AComfort shortly after the contract award. The assignment agreement and new insurance certificate are attached.

ALTERNATIVES:

Do not approve funding or replacement for 20 ton HVAC RTU located at the Crabapple Gym.

ATTACHMENTS:

1. 23-114 HVAC Contract-
2. Combined Qoutes
3. 2023-09-18 ASSIGNMENT AGREEMENT Executed
4. Kimbrough 23-114 COI 8-4-26

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective 6/16/2023, by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia 30009 (the "City") and **COMFORT BY DESIGN, INC.,** DBA AComfort, a Georgia corporation with its principal office located at 410 O'Dell Road, Griffin, Georgia 30224 (the "Contractor").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal No. 23-114 dated March 9, 2023, including any addenda thereto (the "RFP"), and the City of Alpharetta RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities Cost Proposal dated April 6, 2023, as revised April 21, 2023 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal (the "Work") and, in general, include the following:

   HVAC SERVICES AND PREVENTATIVE MAINTENANCE FOR CITY FACILITIES, consisting of the provision of HVAC preventative maintenance, repair, and installation services for heating and cooling systems within City facilities. The Work shall be performed in accordance with the project specific requirements and specifications (including all explanatory matter thereof) set forth in the RFP and, to the extent accepted by the City, the Proposal, and such other standards, guidelines and specifications as may be applicable to the subject portion of Work, as reasonably determined by the City. Contractor shall furnish all labor, materials, equipment, superintendence, and other incidentals to fully perform the Work. The award and execution of this Contract by the City does not guarantee the subsequent assignment of any portion of the Work for which a task order is required.

3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal, which is attached hereto and incorporated herein as **Exhibit "A,"** and as finally awarded by the City, the City shall pay Contractor an annual fixed fee in the amount of **FORTY-SEVEN THOUSAND, SEVENTY and 00/100 DOLLARS ($47,070.00)** for Contractor's full performance of the portion of the Work comprising regular service and preventative maintenance. For service calls and any portions of the Work requested by task order, such as the supply and installation of replacement equipment, the City shall pay Contractor in accordance with the unit prices/rates set forth in **Exhibit "A"**; provided, however, a separate fixed fee shall be established, on a project by project basis, for the supply and installation of replacement equipment or the performance of any other portion of the Work requested by task order. For any such project, Contractor will submit a proposal for its performance of the task order, including its proposed fee, which must be approved in

writing by the City prior to Contractor's commencement of the subject portion of the Work.

The City will process approved payment requests under this Contract to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Joey Shirley

Upon receipt of Contractor's invoice for an order placed by City's Designated Representatives and following inspection of the delivered goods and confirmation of Contractor's completion of the subject portion of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment under this Contract shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance.

(a) Commencement of Work. The City shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until on or after July 1, 2023. Notwithstanding anything herein to the contrary, the City shall not be obligated to pay for, and the Contractor shall not proceed to perform, any portion of the Work requested by task order until the City has approved Contractor's proposal for performance of the subject task order.

(b) Time for Performance. Contractor's time for performance of each portion of the Work shall conform to the time requirements or project schedule set forth in the RFP or Proposal or as otherwise mutually agreed to by the parties prior to the commencement of the Work. For any portions of the Work that are requested by task order, Contractor's time for performance of each portion of the Work shall conform to the time requirements set forth in the subject task order.

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

5. Duration of Contract.

(a) Contract Term. The term of this Contract shall be for a five (5) year period commencing July 1, 2023, and terminating June 30, 2028, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.

(b) Contract Extension. Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting July 1, 2023, and ending at 11:59 p.m. (Eastern Time) June 30, 2028 (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 July 1, 2023, through 11:59 p.m. (Eastern Time) on June 30, 2024, and will automatically renew for additional one (1) year terms, each beginning on July 1 following the existing term year and ending at 11:59 (Eastern Time) June 30 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.

(c) 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.

(d) Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

(e) The Contract unit price of goods for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit "A," and accepted/awarded by the City. 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. Title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.

(f) For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the

then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress.

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

   (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity;

   (b) All goods/products delivered hereunder shall be new and delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;

   (c) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

   (d) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;

   (e) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and

   (f) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.

8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the

City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.

9. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law, or the law of the state where Contractor is located, whichever is applicable. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia (or applicable state) Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall provide comprehensive coverage, including coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products/completed operations. Completed operations coverage shall be maintained for a minimum period of two (2) years following completion of the Work. Further, coverage shall be written on an "all risk" (open perils) form. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate in excess of the underlying primary Commercial General Liability insurance policy

described above. Such policy shall be no more restrictive and provide the same or greater coverage as said underlying policy (written on no less than a follow form basis). Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

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

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

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

10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of

any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

11. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility. All subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

12. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2018)(Circular E).

13. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

14. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

15. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by electronic mail (email) or statutory overnight mail with return receipt requested, or hand delivered:

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

Comfort by Design, Inc, DBA AComfort
PO Box 2011
Griffin, GA 30224
Attn: April Brackett, CEO
abrackett@acomfortbydesign.com

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

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, Georgia 30009
Attn: Pete Sewczwicz, Department Director
psewczwicz@alpharetta.ga.us

With a copy to:

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

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

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

17. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of

the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

(c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Counterparts; Electronic Signature. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument. This Contract may be executed by electronic signature, and such signature shall have the same validity and effect as a signature affixed by hand and shall constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.

(k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on July 1, 2023, and terminating at midnight on June 30, 2024, (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days

prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term commencing after the first two (2) years of this Contract, prices may be increased by the lesser of five percent (5%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

(p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular,

Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

(q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

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

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:
By: 2DC5226B6FD44FB...
Jim Gilvin, Mayor

Date: 6/16/2023

Approved as to Substance:

DocuSigned by:
Chris Lagerbloom
B06F51B7110640F...
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

DocuSigned by:
Jeff M Strickland
7B53C9DD1E2B419...
Jeff Strickland, City Attorney

COMFORT BY DESIGN, INC., DBA AComfort

DocuSigned by:
April Brackett
FACB9F161B6C4E0...
April Brackett, CEO

Attest:

DocuSigned by:
By: April Brackett
FACB9F161B6C4E0...
April Brackett, Corporate Secretary

Date: 6/16/2023

Exhibit "A"

City of Alpharetta
RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities
Cost Proposal

Comfort By Design Inc. DBA AComfort

Instructions for Cost Proposal Completion:

1. **This form MUST be used to submit cost proposal**
2. **Do not include a copy of this cost proposal in your technical proposal.**
3. **Complete all the fields. See end of form as well for bid authorization and contact info.**
4. **Verify all amounts entered. This form will be used for cost evaluation and for contract allowable costs**
5. **Award will consider price, but price will not be the sole determining factor**

Intended 5-year Contract Term		July 1, 2023 thru June 30, 2028	
1.	**Cost per quarter** for regular service/ maintenance for all equipment on current list provided within the Scope of Work (additional equipment will be discussed at time of addition).	**$11,767.50**	**Per quarter**, guaranteed rate for first 24 months of contract term. (Cost years 3 -5 of contract term remains the same unless negotiated with the City.)

2.	**Service call charge** (if any) for repair, trouble shooting, installation. (guaranteed rate for the first 24 months of an awarded contract)	
(a	Regular Hours	typical 8am-5pm
	Regular Hours - labor rate per hour	**$97.00 per tech**
(b	After hours (night/weekend)	after 5pm , weekends and hoildays
	After Hours - labor rate per hour	**$140.00 per tech**
(c	Explain below when and how the charges above will be invoiced (per trip, per job regardless of number of trips, etc.	
	Labor charges are based on totals hour needed, per technician, to preform requested service call/repairs per site. All labor will be billed together, on requested site work invoice when such repairs are 100% completed, unless instructed by City of Alpharetta for different billing option.	

3.	**New equipment installation charges** (guaranteed rate for the first 24 months of an awarded contract)	
(a	Regular Hours	typical 8am-5pm
	Regular Hours - labor rate per hour	**$97.00 per tech**
(b	After hours (night/weekend)	after 5pm, weekends and holidays
	After Hours - labor rate per hour	**$140.00 per tech**
(c	Explain below when and how the charges above will be invoiced (per trip, per job regardless of number of trips, etc.	
	Charge is figured on total number of hours needed to completed installation and included in quote for installation. Charge will be invoiced when installation is 100% complete, unless arrangements have been made in advanced and approved with City of Alpharetta for project draws. If project draws are needed, AComfort will provide timeline of request draws and amounts.	
(d	Enter below your markup on **New Equipment**. Explain how this is applied, whether to MSRP or some other pricing standard. How will this show on your invoice?	
	AComfort will take "our cost of equipment" and markup by 25% to cover overhead cost. Then, we take that figure and multiply by a 8% markup to cover profit margin. This equals a total markup of 35%. AComfort does have flexibility in overhead cost when completing large projects or multi system replacements. Overhead markup can be adjusted to help with cost when completing large projects or multi system replacements at the same time.	
(e	Enter below your markup on **Freon**. Explain how this is applied, whether to MSRP or some other pricing standard. How will this show on your invoice?	

City of Alpharetta
RFP 23-114, HVAC Services and Preventative Maintenance for City Facilities
Cost Proposal

Comfort By Design Inc. DBA AComfort

	AComfort will guarantee refrigerant pricing markup based on what the current cost is per lb of the selected type of refrigerant being used at a 50% markup. Markup helps to cover our EPA license training, DOE required record keeping, pickup, scales used to measure amounts being charged into system and old tanks recycle. AComfort will list refrigerant type being used, number of lbs used for site repair and its cost per lb, per invoice. Current cost for R410 per lbs $15.84 x 1.50 (50% mark up)= $23.76 per lb. This may go up/down as price changes but the markup will be fixed. Current cost for R22 per lbs $59.40 x 1.50 (50% mark up) = $89.10 per lb . This may go up/down as price changes but the markup will be fixed. Formula will be the same for other types of refrigerant that may be required for equipment.
4.	Explain below other service call charges that may apply. (note reason for charge, when it applies, and amount) (Ex: Trip charge, fuel rate charge etc.)
(a	Option one, AComfort charges a fuel charge on each invoice. Fuel charge is calculated on many factors including but not limmited to, current cost of fuel per gallan and calculated based on total labor on invoice using the labor rate above. AComfort is charging 9.50% fuel rate on total labor charge listed on invoice. We do not charge fuel rate on parts/equipment, strickly on labor. AComfort can guarantee this rate unless fuel cost exceeds $3.50 per gallon. If fuel cost exceeds $3.50 per gallon, rate will be increased to cover cost of fuel. Fuel charge is calucated on normal operting hours labor rate, not on overtime rates for service calls. Projects are calucated similar based on the number of techanicans and number of service vans needed. If possiable, AComfort will have technicians ride togheter to lower cost of fuel charge.
(b	Option two, AComfort can provide a flat rate trip charge of $60.00 per vehicle, per invoice. For project work, flat rate trip charge will have to be calculated based on scope of project. Including but not limited to the number of vehicles needed and number of trips needed to complete project.
(c	
(d	

By completing and submitting this cost proposal in response to the City of Alpharetta's RFP 23-114, and in compliance with RFP 23-114 section **What We Want to Do** including scope of work and project requirements, you understand, offer, and agrees that if this Proposal is accepted by the City Council within one-hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that you/ your company will furnish any or all of the services and/or deliverables upon which prices are quoted, at the price set opposite each, for regular maintenance or as based on specific task orders from the City.

Company Name:	Comfort By Design Inc. DBA AComfort
Address:	410 O'Dell Road Griffin GA. 30224
Print/Type Name(s) and Title(s) Authorized Signer(s):	Robert Wagener, General Manger
Contact Info - Phone Number:	678-340-2282
Contact Info - Email Address:	rwagener@acomfortbydesign.com

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

2248160

Federal Work Authorization User Identification Number

08/11/2023

Date of Authorization

Kimbrough Industrial Group LLC

Name of Contractor

HVAC Maintenance

Name of Project

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

Executed date Sept. 15, 2023 in Atlanta (city), Georgia (state).

Signature of Authorized Officer or Agent

Tony Kimbrough Owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 15 DAY OF Sept., 20 23.

NOTARY PUBLIC

My Commission Expires: 11.20.2023

STATE OF GEORGIA
TNARYL HINES
Notary Public, Georgia
Fulton County
My Commission Expires
November 20, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
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INSURER B: FEDERATED RESERVE INSURANCE COMPANY	16024
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 430-204-8
KIMBROUGH INDUSTRIAL GROUP LLC
1836 VINTAGE DR
SNELLVILLE, GA 30078-2269

COVERAGES **CERTIFICATE NUMBER: 4** **REVISION NUMBER: 0**

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A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	1867400	08/04/2023	08/04/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	1867401	08/04/2023	08/04/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION	N	N	1867403	08/04/2023	08/04/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1867402	08/04/2023	08/04/2024	[X] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

430-204-8 40
CITY OF ALPHARETTA
2 PARK PLZ
ALPHARETTA, GA 30009-3680

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Nicholas R. Zower

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. Paragraph **C.** Who Is An Insured is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;

2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;

3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or

4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.

B. The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.

In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

D. Additional Exclusions

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;

2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or

3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

AComfort
Your Comfort Company

AComfort
PO Box 304
Snellville, GA 30078

Phone: (678) 688-7378
info@acomfortbydesign.com
acomfortbydesign.com

Bill to
City of Alpharetta
Engineering/Public Works
1790 Hembree Road
Alpharetta, GA 30004

Ship to
Crabapple Courts & Recrea
12624 Broadwell Road
Alpharetta, GA 30004

Quote #: q1366 Quote Expiration Date: 11/22/2025

Item	Description	Quantity	Price	Amount
Commercial Estimate	This estimate is for the removal of existing 20 ton RTU and replacing with new Carrier 20 ton RTU	1	$0.00	$0.00
Labor Standard (Alpharetta)	Labor Tech Alpharetta Standard Rate	48	$97.00	$4,656.00
Labor 2nd Tech (Alpharetta)	Labor second Tech Alpharetta--ST--	48	$97.00	$4,656.00
Commercial Rental & Services	Lift rental (Sunbelt Tool)	1	$2,950.00	$2,950.00
Commercial Subcontractor	Fabricator to build new platform for unit to sit on	1	$7,800.00	$7,800.00
Commercial Subcontractor	A&B metal to build duct transitions to tie in to existing ductwork for new unit	1	$5,180.00	$5,180.00
Commercial Parts & Material	Installation materials: electrical, duct sealer, silicone, tape, rags, cleaner, screws, hoist gear for lifting new and old unit	1	$2,850.00	$2,850.00
Fuel Charge (Alpharetta)	Fuel Charge rate Alpharetta 9.50% of total labor charge	1	$884.64	$884.64

Subtotal:	$28,976.64
Tax:	$0.00
Total:	$28,976.64
Payments:	$0.00

AComfort
Your Comfort Company

AComfort
PO Box 304
Snellville, GA 30078

Phone: (678) 688-7378
info@acomfortbydesign.com
acomfortbydesign.com

Bill to
City of Alpharetta
Engineering/Public Works
1790 Hembree Road
Alpharetta, GA 30004

Ship to
Crabapple Courts & Recrea
12624 Broadwell Road
Alpharetta, GA 30004

Quote #: q1365

Quote Expiration Date: 11/22/2025

Item	Description	Quantity	Price	Amount
Commercial Estimate	(Equipment only) 20 ton RTU for Crabapple Gym Four to six week lead time. New R454 Refrigerant model	1	$36,118.50	$36,118.50
Commercial Estimate	Site delivery: Incoming freight from Carrier and site delivery	1	$500.00	$500.00

Subtotal:	$36,618.50
Tax:	$0.00
Total:	$36,618.50
Payments:	$0.00

QUOTE

AIRSOUTH
PO Box 481 Meansville GA 30256
678-723-8575
chrismitchell@airsouthhvac.com

INVOICE # 206
Date: 10/30/25

Expiration Date: 11/30/25

To:
Joey Shirley
City of Alpharetta
1790 Hembree Rd
Alpharetta GA. 30004
678-297-6200
ID: COA1

Salesperson	Job	Payment terms	Due date
Chris Mitchell	Crabapple Gym	Net 30	TBD

Qty	Description	Unit price	Line total
1	20 Ton unit for gym (Equipment)	$39,981.60	$39,981.60
96 hrs	HVAC Installation (Labor Hours 2-3 Techs)	$11,520.00	$11,520.00
1	Lift rental	$3800.00	$3800.00
1	Duct transitions	$8400.00	$8400.00
1	New platform for unit	$10,000.00	$10,000.00
1	Install materials	$4000.00	$4000.00
1	Site delivery for equipment	$500.00	$500.00
1	Fuel charge	$1200.00	$1200.00

Subtotal	$79,401.60
Sales Tax	0.00
Total	$79,401.60

Quotation prepared by: Chris Mitchell

This is a quotation on the goods named, subject to the conditions noted below: All sales final, payment due upon receipt.

DocuSign Envelope ID: A4B77916-5F69-4234-80A1-C8DE0A01FC18

ASSIGNMENT AGREEMENT & AMENDMENT

Contract to be assigned to Kimbrough Industrial Group LLC, dba AComfort:

1. Standard Contract for Services between Comfort by Design, Inc., dba AComfort and the City of Alpharetta (HVAC Services and Preventative Maintenance for City Facilities; Agreement ID: 23-114).

Kimbrough Industrial Group LLC, dba AComfort hereby accepts the assignments of Comfort by Design, Inc., dba AComfort's right, title, and interest and shall be bound by all of the terms of the agreement in Comfort by Design, Inc., dba AComfort's place and stead. Kimbrough Industrial Group LLC, dba AComfort assumes and shall faithfully pay and perform in Comfort by Design, Inc., dba AComfort's stead as and when due, any and all liabilities and obligations of Comfort by Design, Inc., dba AComfort under the agreement.

Furthermore, in contemplation of this Assignment, Section 15 Notices Subsection (a) is hereby amended to account for notices to the Assignee:

(a) Kimbrough Industrial Group, LLC, DBA AComfort
1836 Vintage Drive
Snellville, GA 30078
Attn: Tony Kimbrough, Owner
tonyk@acomfortbydesign.com
813.525.5000

The undersigned hereby consents to the assignment of these contracts to Kimbrough Industrial Group LLC, dba AComfort, this day, 9/21/2023.

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:
2DC5226B6FD44FB...
Jim Gilvin, Mayor
Date: 9/21/2023

Approved as to substance:

DocuSigned by:
Chris Lagerbloom
B06F51B7110640F...
Chris Lagerbloom, City Administrator

Approved as to form:

JARRARD & DAVIS, LLP

DocuSigned by:
Ed Howden
8C1EB1DC7C83444...
Ed Howden, City Attorney

(Signatures continued on the following page)

DocuSign Envelope ID: A4B77916-5F69-4234-80A1-C8DE0A01FC18

COMFORT BY DESIGN, INC, DBA ACOMFORT

DocuSigned by:

By: April Brackett
FACB9F161B6C4E0...

April Brackett, CEO

KIMBROUGH INDUSTRIAL GROUP LLC, DBA ACOMFORT

DocuSigned by:

By: Tony Kimbrough
929F401FB23B4B0...

Tony Kimbrough, Owner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
KIMBROUGH INDUSTRIAL GROUP LLC
PO BOX 304
SNELLVILLE, GA 30078-0304

COVERAGES **CERTIFICATE NUMBER: 4** **REVISION NUMBER: 0**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] BUSINESS OWNER'S LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	1867400	08/04/2025	08/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000,000 $100,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	1867401	08/04/2025	08/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION	N	N	1867403	08/04/2025	08/04/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1900845	08/04/2025	08/04/2026	[X] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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CERTIFICATE HOLDER

CITY OF ALPHARETTA 4 0
2 PARK PLZ
ALPHARETTA, GA 30009-3680

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AUTHORIZED REPRESENTATIVE

Nicholas R. Zoever

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INSURED
KIMBROUGH INDUSTRIAL GROUP LLC
PO BOX 304
SNELLVILLE, GA 30078-0304

COVERAGES CERTIFICATE NUMBER: 4 REVISION NUMBER: 0

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A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION	N	N	1867403	08/04/2025	08/04/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
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CERTIFICATE HOLDER
CITY OF ALPHARETTA 40
2 PARK PLZ
ALPHARETTA, GA 30009-3680

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AUTHORIZED REPRESENTATIVE
Nicholas R. Lower

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STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: December 1, 2025

AGENDA ITEM:

Request For Proposals (RFP) 26-101 – Design/Build: Farm House Heritage Park
Consideration of approval of the award of a contract for RFP 26-101 to Hasbun Construction, LLC for the design/build of the Farm House Heritage Park in an amount totaling $1,898,860.00, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for RFP 26-101 to Hasbun Construction, LLC for the design/build of the Farm House Heritage Park in an amount totaling $1,898,860.00 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: $1,898,860.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Farm House Heritage Park (2022 Parks Bond; 318-61150-541500-C2219)150-541500-C2612)	$1,898,860

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP 26-101 for the design/build of the Farm House Heritage Park.

Procurement method selected is a Request for Proposals (RFP).

Recommended vendor is Hasbun Construction, LLC.

BACKGROUND

The Farm House Heritage Park was one of the projects approved by the voters as part of the 2022 Parks Bond.

The site of the proposed Farm House Heritage Park is considered to be the first settlement in Alpharetta. Historical documents point to a thriving commercial center between 1834–1858 and was located on an important trade route. At various times, there was a gristmill, sawmill, cotton gin, post office and general store. A dam was constructed that provided the needed power to operate the mills and cotton gin. The grist mill operated well into the 1920s and the backwater created by the dam provided a swimming hole for the local children well into the 1950s.

Construction of the Farm House Heritage Park will assist in preserving the historic location where Alpharetta was founded and allow visitors to experience the area's pioneer history.

PROCUREMENT METHOD

Request for Proposals (RFP): This method allows the City to seek a solution or service that is complex and/or requires customization. Unlike an Invitation to Bid (ITB), an RFP goes beyond just the cost factor and instead focuses on evaluating various other aspects (qualifications, experience, project approach, innovation, value-added services, etc.) in addition to cost when making the contract award decision. By issuing an RFP, the City outlines our needs, expectations, and desired outcomes, allowing suppliers to submit detailed proposals that comprehensively address these requirements.

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

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

The delivery method for this RFP is Design/Build which offers several key benefits, primarily single-point responsibility for both design and construction, leading to faster project completion (accelerated schedules) and reduced owner risk. This integrated approach often results in better cost control and improved communication between the designer and contractor, streamlining the overall project delivery process.

PROCUREMENT PROCESS

The Department of Recreation, Parks and Cultural Services, with guidance from the Finance Department, prepared RFP 26-101 which was issued on July 17, 2025.

The City's desire through RFP 26-101 was to leverage the creativity and experience of the private sector to maximize the development potential of the Farm House Heritage Park site for the community within existing budgetary appropriations. As detailed above, the delivery method for this RFP is Design/Build and the RFP included the appropriations available for this project ($1.96 million) and asked for proposals based on this funding level. As such, cost is not a component of the RFP evaluation.

RFP 26-101 was advertised through the City's e-procurement site (Bonfire) as well as the Georgia Procurement Registry and resulted in 2,841 vendor invites and 96 document takers.

RFP 26-101 responses were received on August 21, 2025, and included proposals from 5 firms.

PROCUREMENT EVALUATION

An Evaluation Committee from members of the Recreation, Parks and Cultural Services Department evaluated the proposals based on the following criteria (max of 75 points):

Phase 1 Evaluation Criteria

- Conceptual Design (50 points)
- Past Project Delivery Experience, References (15 points)
- Schedule (10 points)

Evaluation Committee members independently evaluated and scored each proposal for all the criteria above resulting in the following rankings:

	Phase 1 Evaluation Points (max of 75)
Firm	**Criteria**
Hasbun Construction, LLC	66.67

Tri Scapes, LLC	66.50
MAPP, LLC	52.33
Steele & Associates, Inc.	44.00
Surfaces Group, LLC	43.67

The Evaluation Committee invited the top 2 firms into Phase 2 (shortlist) which included committee interviews/presentations with the following criteria (max of 25 points):

Phase 2 Evaluation Criteria

- Interview (25 points)

The committee members independently scored each firm on the basis of the Phase 2 Evaluation Criteria. The following table provides the cumulative scoring for Phases 1 and 2.

	Phase 1 Points	**Phase 2 Points**	**Total**
Firm	**(max of 75)**	**(max of 25)**	**(max of 100)**
Hasbun Construction, LLC	66.67	25.00	91.67
Tri Scapes, LLC	66.50	15.00	81.50

HASBUN CONSTRUCTION, LLC – FARM HOUSE HERITAGE PARK PROPOSAL OVERVIEW

The Hasbun Construction, LLC team (including Kaizen Collaborative Design, LLC as the design partner) identified several challenges associated with the Farm House property. These challenges include steep terrain, flood plain, stream buffer setbacks, and limited access/staging area. Due primarily to these conditions, an overlook park is proposed. The plan has a raised concrete boardwalk with metal piers that will provide a connection to Old Milton Parkway. The boardwalk traverses the terrain to a raised access to oversee the Farm House Heritage Park. The boardwalk will be 12' in width and will meet ADA guidelines; the maximum slope of the boardwalk will be 5%. A series of historical markers will provide the history of the area.

Throughout the last couple of months, the Hasbun Construction, LLC design team and representatives from Recreation, Parks, Cultural Services and Public Works met to go over specifics regarding the proposed project to ensure the team understood the City's desired outcomes and could modify the design to meet City expectations.

Hasbun Construction, LLC believes the project can be completed (design and construction) in less than one year. The construction schedule of the project is tied to when permits for the project can be approved by the State. Since the project is encroaching into the 25' State Buffer, adjacent to the existing stream, the State needs to approve the encroachment prior to any work proceeding. Additionally, the team needs to obtain an encroachment permit from the Georgia Department of Transportation (GDOT's) for work within GDOT's right of way.

PROCUREMENT COST

Total costs for the Hasbun Construction, LLC contract is $1,898,860.00 and includes funding for the design and construction of the Farm House Heritage Park.

Funding is provided through the 2022 Parks Bond.

Current appropriations (before approval of this contract request) within the Farm House Heritage Park bond-account total $1,969,430. Remaining appropriations upon approval of the Hasbun Construction contract, will

total approximately $70,570 and is tentatively targeted towards ancillary project costs (e.g., project management services).

PROCUREMENT AWARD RECOMMENDATION

The Evaluation Committee recommends the award of RFP 26-101 to Hasbun Construction, LLC as the high scoring proposal.

The Hasbun Construction/Kaizen Collaborative team has worked on aspects of the Beltline and various trails within Metro Atlanta. Based on their previous experience and several meetings with City Staff discussing the challenges associated with the project, City Staff is confident the Hasbun Construction/Kaizen Collaborative understands the goals of this important community project and will deliver the project as proposed.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Deny the contract for construction.

ATTACHMENTS:

1. RFP 21-101 Scoring Summary
2. RFP 26-101 Hasbun Construction (Contract)
3. RFP 26-101 Hasbun Construction (Technical Proposal)
4. RFP 26-101 Hasbun Construction (Concept Design)

Design / Build: Farm House Park

Scoring Summary | Reviewer Scores

Scoring Summary

Active Submissions

View Proposal Analysis

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Supplier	Total / 100 pts	B-1 - Conceptual Design / 50 pts	B-2 - Past Project Delivery Experience, References / 15 pts	B-3 - Schedule / 10 pts	C-1 - Interview / 25 pts
Hasbun Construction	91.67 pts	45 pts	13 pts	8.67 pts	25 pts
Tri Scapes, LLC	81.50 pts	⚠ 45 pts	12.50 pts	9 pts	15 pts

* This scoring summary includes the 2 vendors that were shortlisted to Phase 2 (Interview Phase). The agenda memorandum provides the detail of the scoring for all vendors within Phase 1.

CONTRACT AGREEMENT
DESIGN / BUILD: FARM HOUSE PARK

THIS AGREEMENT, made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **HASBUN CONSTRUCTION, LLC**, a Georgia limited liability company, with its principal office located at 6110 McFarland Station Drive, Unit 806, Alpharetta, GA 30004 (hereinafter, "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract for Services for the City of Alpharetta (the "Contract"), the City's Request for Proposal No. 26-101, dated July 17, 2025 (the "RFP"), including any addenda thereto, the Contractor's Proposal, dated August 21, 2025, and the Contractor's Cost Proposal Submission dated November 7, 2025 all of which are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided, however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.

2. Scope of Services. The Contractor's duties and scope of services (the "Work"), in general, include the following: **DESIGN / BUILD: FARM HOUSE PARK** to design and construct various elements to access, activate, and educate individuals regarding the Farm House Community based on Concept Plan B in Exhibit "A", within the City of Alpharetta, GA, (hereafter called the **PROJECT)**.

3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **ONE MILLION, EIGHT HUNDRED NINETY-EIGHT THOUSAND, EIGHT HUNDRED SIXTY DOLLARS AND 00/100 ($1,898,860.00)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

   Payments may be made in the manner and on the periodic basis agreed to by the City prior to the Commencement of Work (defined in Section 4). Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment subject to retainage. Pursuant to O.C.G.A. §13-10-80, the City shall withhold retainage of 5% of the gross value from each invoice. City will not hold retainage for design services and Contractor must send separate invoices for design services. Upon receipt of Contractor's

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

4. Commencement of Services and Final Completion.

(a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract, and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.

(b) Final Completion. When all the Work is finally complete, and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.

(c) Term. Upon the Notice to Proceed the time for the completion of the design-build process is 12 months. The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

(d) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event, the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.

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

5. Substitutions and Change Orders.

(a) No substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the City Department of Budget and Procurement. For purchase orders $50,000.01 or greater, cumulative Change Orders more than 10% of the original contract will require the approval of the City Council.

(b) Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. City will review requests for any substitution and may be approved by the City at its sole discretion. City will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

6. Duration of Contract.

(a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event, the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 19 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

8. Liquidated Damages. Liquidated damages will apply based on mutually agreed timing for each segment of design and build work. Liquidated damages per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as Liquidated Damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

9. Representations and Warranties. Contractor represents and warrants that Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature.

10. Covenants. Contractor covenants that Contractor shall:
    a. Comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

    b. Perform its obligations hereunder in a good, professional and workman-like manner and in strict accordance with City's specifications and the terms of this Contract;

    c. Perform all services under this Contract in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and

    d. Owe its primary duty of loyalty to the City in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision.

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

12. Insurance.

(a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation and Employers Liability Insurance with limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

iii. Comprehensive Automobile Liability insurance (owned or hired) with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate, and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

iv. Contractors Pollution Liability Insurance with liability limits of at least $1,000,000 (one million dollars) per claim or occurrence to cover bodily injury, property damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant, and defense costs and expenses incurred.

v. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. Such

policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City and its elected officials, officers, employees and agents as additional insured parties.

vi. Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence, covering professional services rendered by the Contractor to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the Commencement of Work under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Contractor's performance of the professional services under this Contract, Contractor shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

(b) Requirements of Insurance.

i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to

continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

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

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

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

14. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract, including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after Final Completion. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the

failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.

15. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor's responsibility, and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities that the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

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

17. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

18. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

19. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested or hand delivered:

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

Hasbun Construction, LLC
McFarland Station Drive #806
Alpharetta, GA 30004
Attn: Jose Hasbun
jhasbun@hasbunconstruction.com

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

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers
678-297-6103
mrodgers@alpharetta.ga.us

(c) With a copy to:

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

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

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

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

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

i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:
The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

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

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

i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of

the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state-issued identification card.

(c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

22. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for

any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association.

(k) Annual Appropriation. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

(l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure,

technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(n) No Third Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

(p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality, regardless of its form, without the express prior written consent of the City.

(q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

(*signatures on following page*)

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

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

_____
Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

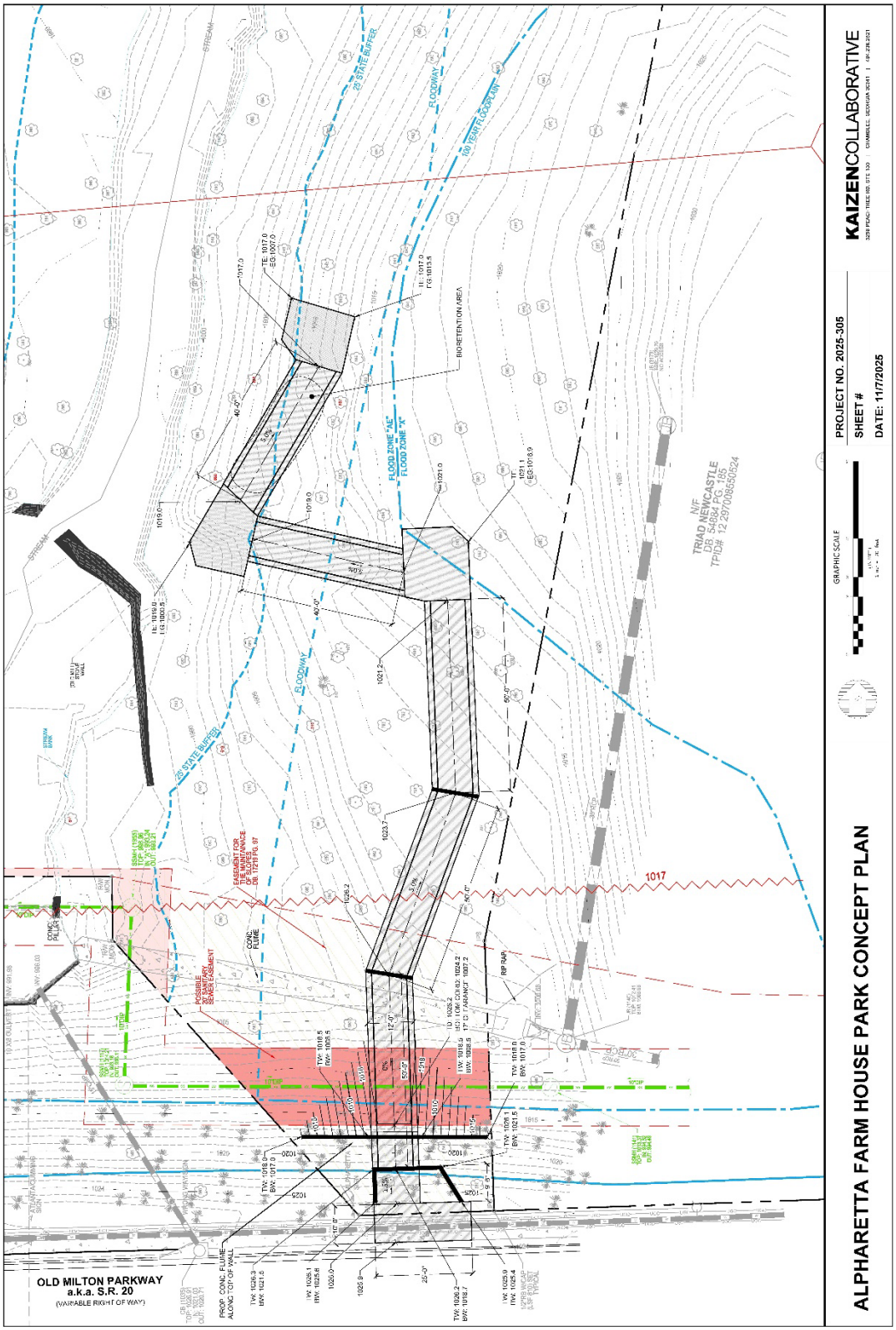
_____
Rachel Talasaz, City Attorney

HASBUN CONSTRUCTION, LLC

By: _____

Jose Hasbun, President

EXHIBIT "A"


ALPHARETTA FARM HOUSE PARK CONCEPT PLAN
KAIZENCOLLABORATIVE
PROJECT NO. 2025-305
SHEET #
DATE: 11/7/2025
GRAPHIC SCALE
OLD MILTON PARKWAY
a.k.a. S.R. 20
(VARIABLE RIGHT OF WAY)
BIORETENTION AREA
FLOODWAY
100 YEAR FLOODPLAIN
FLOOD ZONE "AE"
FLOOD ZONE "X"
25' STATE BUFFER
TRIAD NEWCASTLE
DB 54934 PG. 185
TPID# 12 297008550524
1017

RFP 26-101
Design / Build: Farm House Park

SUBMITTED TO:

THE CITY OF ALPHARETTA GEORGIA

SUBMITTED BY

HASBUN CONSTRUCTION

KAIZEN COLLABORATIVE

AUGUST 21, 2025

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I. COVER LETTER

August 21, 2025

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
purchasing@alpharetta.ga.us.

RE: RFP 26-101Design/Build: Farm House Park

Mr. Mitchell and the Selection Committee,

On behalf of **Hasbun Construction, LLC,** I am pleased to submit our proposal in response to the Request for Proposals (RFP) for Design/Build: Farm House Park. With a proven track record of delivering high-quality projects, we are eager to bring our expertise to support Alpharetta's vision and goals to activate this unique historic park for its community to enjoy.

Founded in Georgia and **headquartered in Alpharetta,** we are a certified General Contractor and Utility Contractor with over five years of experience successfully managing and executing diverse public and private sector projects. Our portfolio includes complex infrastructure work, facilities improvements, and municipal task order contracts - demonstrating our ability to deliver quality results on time and within budget.

Our design partner, **KAIZEN Collaborative Design, Inc.,** has extensive experience working with municipal partners to successfully manage and build projects within urban environments, public-owned greenspace, floodplain, and GDOT right-of-way. They contribute their deep expertise in innovative, context/environmental sensitive design solutions tailored for urban environments. Together, our team offers a seamless integration of design and construction, ensuring efficiency, and responsiveness throughout the project life cycle.

As a **certified City of Atlanta SBE/HABE Contractor partnering with an SBE design firm**, we pride ourselves on a **hands-on approach** from project inception to ribbon cutting. With firsthand experience successfully executing design and construction projects on a similar scale, we understand the nuances of working within its framework. This familiarity allows us to streamline processes, anticipate challenges, and optimize project delivery.

I am the authorized representative for all matters related to this RFP. Please direct all correspondence to me using the contact information provided below.

We look forward to the opportunity to partner with the City of Alpharetta leveraging our expertise to create an accessible, vibrant, and educational space that aligns with the project's objectives. We welcome further discussion on how our team can contribute to the success of this project.

Sincerely,

Jose Hasbun, President
Hasbun Construction, LLC
(205) 903-6460
jhasbun@hasbunconstruction.com
6110 McFarland Station Dr #806,
Alpharetta GA 30004
www.hasbunconstruction.com

BUSINESS PROFILES

About the Prime Contractor

Company's legal name	Hasbun Construction, LLC
Address	6110 McFarland Station Drive #806 Alpharetta, GA 30004
Name of primary contact	Jose Hasbun
Mobile phone number	(470) 485-3283
Email address	jhasbun@hasbunconstruction.com
Company website	hasbunconstruction.com
Legal Structure	Limited Liability Company
Number of Employees	33
Length of time in business	5 years in business
Areas of expertise	Complex infrastructure work Facilities improvement Concrete construction

Certification General

Contractor License GCCO007212

Utility Contractor License UC302743

GDOT Certificate of Qualification #17982

City of Atlanta Small Business Enterprise (SBE) 2007994

City of Atlanta Hispanic American Business Enterprise (HABE) #2007994

Secretary of State Registration #20039492

Forsyth County Business #BL04920

Founded in 2020, **Hasbun Construction, LLC** specializes in the construction of walking trails, bike paths, and streetscapes, building a strong reputation for delivering **high-quality, community-centered infrastructure.** As a certified General and Utility Contractor headquartered in Alpharetta, Georgia, we bring a dedicated team of 33 skilled professionals — including project managers, site supervisors, equipment operators, and administrative staff—who ensure seamless execution from design to final delivery.

At Hasbun Construction, **quality and cost efficiency** are at the core of our operations. We implement rigorous internal procedures governing all project phases, ensuring superior results through systematic reviews, on-site inspections, and milestone evaluations. Our proactive approach to cost control leverages detailed budget monitoring, value engineering, and real-time financial tracking, allowing us to deliver projects on schedule and within budget.

With robust in-house resources and long-established subcontractor partnerships, we have the capacity to support this project throughout its duration. Our team is well-equipped to adapt to evolving project demands, ensuring uninterrupted progress and

About the Lead Design Firm

Company's legal name	KAIZEN Collaborative Design, Inc.
Address	5256 Peachtree Rd, Suite 130 Chamblee, GA 30341
Company website	kaizencollaborative.com
Legal Structure	S Corporation
Number of Employees	11
Length of time in business	15 years in business
Areas of expertise	Landscape Architecture Civil Engineering

DBE Certification

City of Atlanta Small Business Enterprise (SBE)

DeKalb County Local Small Business Enterprise

Multi-use trail planning and municipal infrastructure design has been the cornerstone of **KAIZEN Collaborative Design, Inc.** (KAIZEN) since its inception in 2010. As a Small Business Enterprise firm, KAIZEN has assembled a highly talented and diverse team of professionals to provide landscape architecture and civil engineering design services with a focus on creating healthy, active communities. The firm has successfully master planned multi-use trails with over 35 communities and led design and engineering for over 150 miles of bicycle/pedestrian facilities, including streetscapes and urban pocket parks, making KAIZEN one of the leading trail planning and design firms in the southeast. The capabilities of professional landscape architecture and civil engineering givs KAIZEN the strength to bring our clients' visions to reality, creating the spaces where community residents can relax, play, and connect. In the preparation of this response to the RFP, we have assembled a sub-consulting design team including a structural engineering firm - **Stability Engineering, LLC** and a geotechinical engineering firm **Chattahoochee Consulting Group, Inc.** - KAIZEN has managed each firm as our sub-consultant in the past and has long-lasting relationship with each firm and the individual professionals in the team.

II. CONCEPTUAL DESIGN

Design Narrative

Hasbun Construction and our design team, KAIZEN Collaborative, have thoroughly reviewed the provided materials—including the historical fact sheet and site survey—and conducted a comprehensive field visit to assess existing conditions, opportunities, and constraints. This firsthand experience has been essential in shaping our design approach and ensuring that our concept options are grounded in reality and responsive to the site's unique context.

We are excited to present our analysis, schematic drawings, and two distinct concept plan options for the City's consideration. The following pages articulate our design intent and showcase a vision that aspires to elevate the original concept and distinguish itself from other proposals through innovation, sensitivity to place, and a commitment to long-term community value.

Farm House Park occupies a uniquely strategic location—nestled between two major multi-use trail systems: the Alpha Loop and the Big Creek Greenway. With the city's initiative to enhance pedestrian infrastructure along Old Milton Parkway, a transformative opportunity arises to create a seamless, internal connection between these two regional assets. Farm House Park, situated at the midpoint of this linkage, becomes a natural anchor and experiential gateway within the broader trail network.

We believe that introducing an ADA-accessible route with a grade of less than 5% from Old Milton Parkway to the park's lower elevation will significantly enhance accessibility, increase park usage, and contribute to the long-term vitality of the space.

- **Concept Plan Option A** proposes approximately 160 linear feet of elevated bridge structures, beginning at an entry plaza off Old Milton Parkway and gracefully descending to a lower plaza framed by stacked stone retaining walls and integrated seating. A cantilevered observation deck is incorporated into the bridge alignment, offering a unique vantage point over the park. A crushed stone loop trail meanders through the wooded landscape, guiding visitors to the historic mill ruins and inviting them to experience the serene, shaded creekside environment.

- **Concept Plan Option B** reinterprets the original concept's concrete wall and stair approach with more sculptural and organic geometry. This design softens the visual impact of the structure, allowing it to blend more harmoniously with the natural surroundings. The angular forms introduce dynamic sightlines, create moments of visual screening, and offer opportunities for interpretive signage and passive observation along the descent.

Both options reflect our team's dedication to design excellence, environmental sensitivity, and creating a park experience that is inclusive, memorable, and deeply rooted in place. **We believe the concepts are feasible for construction and can be delivered within the City's allocated budget.**

Farm House Park Site Vicinity Map

Scenic view of the Big Creek Tributary and the old mill stone wall

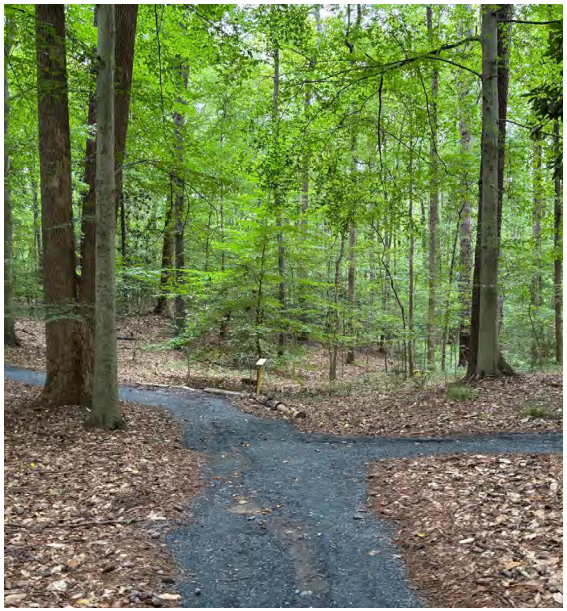
Concept Plan Option A

Concept Plan Option A - Rendering of the entrance plaza and elevated walkway

Concept Plan Option B

Inspiration Images

Interpretive signs inspiration



Crushed granite natural trail and stone steps

Elevated concrete walkway with steel structure and concrete piers through wooded area (Newnan LINC Trail)

Natural stacked stone retaining wall behind a plaza area (Peachtree Creek Greenway 1B)

III. PAST PROJECT DELIVERY EXPERIENCE, REFERENCE

Tucker Town Green

The City of Tucker acquired a large parcel on the southern side of it's commercial district along Main Street for a new city's gathering space for events, concerts, movies, and family activities. Additional parking, accessibility improvements, a connection by sidewalk to an existing trail are currently under being constructed.

Services performed by Hasbun Construction include the construction of a two-acre town center park including earthwork, utilities, below-ground detention, hardscape for flatwork and walls, roadwork with parking, a restroom building, a custom pavilion, fountains, landscape features, site furnishings, plant material, and irrigation.

Project Duration and Value:

- Construction Contract Duration: Aug 2024 - Present
- Contract Value: $5.7 millions

Involved Team Members:

- Jose Hasbun - Prime Contractor Manager
- Bob Uhlenhoff - Project Manager
- Larry Greeson - Superintendent

Client Reference:

City of Tucker
Ishri Sankar, Public Works Director
1975 Lakeside Pkwy Ste 350, Tucker GA 30084
isankar@tuckerga.gov
(678) 597-9040

Peachtree Creek Greenway Phase 1 & Phase 1B

Peachtree Creek Greenway Phase 1 is the first completed section of the 12.3-mile Peachtree Creek Greenway trail vision. This 14' wide multi-use trail runs along the North Fork Peachtree Creek in Brookhaven, Georgia, providing a linear park space for pedestrians, bicyclists, and other non-motorized commuters/trail users. The proposed regional trail, once complete in its entirety, will provide direct access to the Atlanta Beltline and Path 400 and will link neighborhoods from multiple jurisdictions including unincorporated DeKalb County, Doraville, Chamblee, Brookhaven, and City of Atlanta.

KAIZEN provided landscape/hardscape design, a flood study, stream buffer encroachment remediation, and coordinated lighting design, security design, and traffic design. KAIZEN has successfully managed team members to acquire the necessary EPD and USACE permit approval, FEMA approval, GDOT special encroachment permit, and Georgia Power Company transmission corridor encroachment permit as part of this complex project.

Phase 1B is a supplemental project with play features nestled within pocket parks along the trail with vistas of Peachtree Creek. Key features include amenity areas with swings, embankment slides, and a hammock park for passive recreation. KAIZEN provided planting design for a total of 170 native trees, 105 native shrubs and ornamental grasses, and native grass seed mix design. The project has also managed all non-native invasive species within 20 feet of both sides of the concrete path. This project has helped residents realize the City's goal to make the Peachtree Creek Greenway an even more attractive destination for all ages to enjoy and immerse people within nature.

Project Duration and Value:

- Phase 1 Design Contract Duration: 2017-2019
- Phase 1 Contract Value: $294,265.00
- Phase 2 Design Contract Duration 2019-2021
- Phase 2 Contract Value: $29,460.00
- Construction Cost: $6.3M (Ph1), $507k (Ph2)

Involved Team Members:

- Nico Shen - Lead Designer, Landscape Architect
- Chuck Abbott - Civil Engineer, Flood Study
- Allen Morris - Structural Engineer, Bridge Design
- Jose Hasbun (under Lewallen Construction)
  - General Contractor Project Manager
- Bob Uhlenhoff (under Lewallen Construction)
  - Wall/Bridge Director
- Kevin Rheinschmidt (under Lewallen Construction)
  - Superintendent

Newnan LINC Model Project & Phases A-D

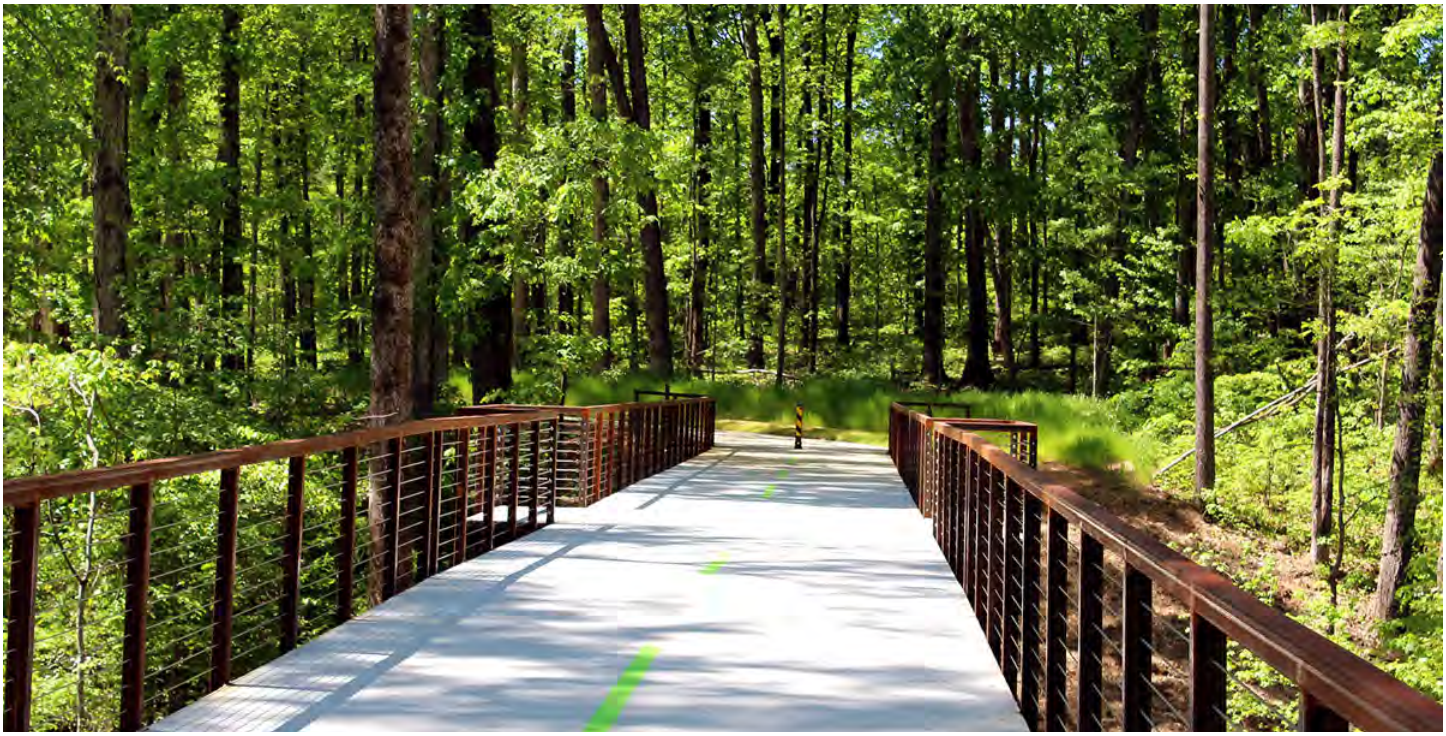
KAIZEN Collaborative developed the LINC Master Plan in conjunction with the City of Newnan to outline 26 miles of multi-use trails throughout Coweta County to achieve the community's vision of connectivity, enhanced public health, and economic development. Following the LINC Trail System's adoption in 2017, the KAIZEN team continued working with City leadership and staff on design for construction of the model project, Newnan Centre LINC, along with the implementation of four additional trail phases. Phase D includes an iconic pedestrian bridge spanning I-85 to help connect historic downtown Newnan to previously severed neighborhoods. Phases A through C contain a variety of structures of greenway trail including top-down boardwalk, bridges spans, and a culvert to provide grade separated pedestrian safety. See exhibit E for photos.

Project Duration:

- Newnan Model Project February 2029
- LINC Phase A August 2022
- LINC Phase B May 2022
- LINC Phase C December 2022
- LINC Phase D October 2020

Involved Team Members:

- Nico Shen - Lead Designer, Landscape Architect
- Chuck Abbott - Civil Engineer, Flood Study
- Allen Morris - Structural Engineer
- Jose Hasbun (under Lewallen Construction) - General Contractor Project Manager
- Bob Uhlenhoff (under Lewallen Construction) - Wall/Bridge Director
- Kevin Rheinschmidt (under Lewallen Construction) - Superintendent



Project Team Key Individuals

Construction Project Manager: Jose Hasbun, President

Bilingual civil engineer with over 15 years of experience in construction management, estimation, and supervision. Jose Hasbun holds a Master's degree in Civil Engineering from the University of Alabama at Birmingham and leads Hasbun Construction, LLC, where he oversees planning, budgeting, and execution. Over the past five years, Hasbun Construction has successfully delivered numerous significant multi-million dollar infrastructure projects for public and private sector clients.

Construction Key Personnel: Bob Uhlenhoff, Vice President

Vice President of the Wall Division at Hasbun Construction, Bob brings extensive experience in structural and retaining wall systems. His leadership and technical expertise make him a valuable asset for public infrastructure projects like the Woodruff Park Accessibility and Activation project.

Design Project Manager: Nico Shen, PLA

Nico is the Associate Principal of KAIZEN, leading the landscape architecture studio. She holds a master degree in Landscape Architecture from University of Georgia and has passion for people, places, and urban design. Nico brings 10 years of experience working on greenway trail, bike/pedestrian network planning, urban park design, placemaking, and branding. She manages production of all materials and deliverables through the conceptual development process to construction.

Principal Civil Engineer: Chuck Abbott, PE

Chuck Abbott is the Principal Owner of KAIZEN and is a professional Civil Engineer. He brings 30 years in site design, project management, hydrology analysis, flood study analysis, design document creation, specifications generation, site inspections for quality assurance and adherence to approved plans and specifications. Chuck is particularly effective in managing municipal projects from initial civil design, to permit approval, to as built and managing clients and contractors in a professional manner.

Landscape Architect: Andie Eller

Andie is an associate landscape architect at KAIZEN. Since the starting at KAIZEN team in 2021, she has had numerous experience in design and permitting project within environmental sensitive areas such as stream buffers and floodplains, GDOT right-of-way where the design requires special encroachment permits. Andie's background in graphic design also brings experience with graphic work to the team including, branding, layout, and signage design.

Principal Structural Engineer: Allen Morris, PE & SE

Allen is a Principal and Project Manager at Stability Engineering. With over 18 years of experience, Allen's previous work includes structural design for medical buildings, residential projects, office buildings, restaurants, retail buildings, adaptive re-use projects, historic preservation projects, parks projects, and multi-use trail systems.

Jose R Hasbun

HASBUN CONSTRUCTION
President

Project Role
Construction Project Manager

Education & Certifications

M.S. Civil Engineering, The University of Alabama at Birmingham, 2013

B.S. Civil Engineering, Universidad Tecnológica Centroamericana (UNITEC), 2009

Key Skills

- Construction Management & Site Coordination
- Cost Estimation & Bidding for Infrastructure Projects
- Project Scheduling, Controls, and Critical Path Method (CPM)
- Multi-Use Trail and Streetscape Construction
- Value Engineering and Cost Optimization
- Client and Stakeholder Relationship Management
- Regulatory Compliance and Safety Management
- Microsoft Project, AutoCAD, Kubla Cubed, StackCT
- Bilingual: English/Spanish

Professional Background

Jose is Experienced Civil Engineer with over 15 years in construction management, cost estimation, and infrastructure development. Proven track record in multi-use trail, streetscape, and transportation projects, including direct collaboration with the Atlanta Beltline. Fluent in English and Spanish, with expertise in managing large-scale projects from preconstruction through execution, delivering high-quality results on time and within budget.

Relevant Experience

Hasbun Construction, LLC – Alpharetta, GA
Owner | Jun 2020 – Present

- Lead all phases of construction, including planning, estimating, budgeting, and execution for high-profile infrastructure projects.
- Provide preconstruction cost estimates for major clients, including the Path Foundation and Atlanta Beltline Inc., supporting the development of pedestrian pathways and greenway trails.
- Build and maintain strong client and subcontractor relationships, ensuring seamless project delivery and long-term collaboration.
- Oversee project financials, cost controls, and resource allocation to optimize project efficiency and profitability.

Astra Group, LLC – Atlanta, GA
Project Manager | Jul 2019 – Jun 2020

- Managed early phases of the Atlanta BeltLine Southside Trail West ($15M), including scheduling, subcontractor buyouts, and cost control.
- Implemented value engineering strategies to optimize project budgets and maintain high-quality standards.
- Developed detailed project schedules, risk assessments, and budget forecasts, ensuring project alignment with client goals.

Lewallen Construction Co., Inc. – Marietta, GA
Estimator / Project Manager | Oct 2014 – Jul 2019

- Led estimating and project management for multi-use trails, roads, bridges, and streetscapes, directly aligning with BeltLine project goals.
- Managed project budgets exceeding $40M across 20+ projects, ensuring accuracy and cost efficiency.
- Developed detailed cost estimates and managed subcontractor buyouts, reducing project costs without compromising quality.
- Fostered strong relationships to secure repeat business and long-term contracts.

Key Project

- Tucker Town Green Project (Ongoing): Leading site development, grading, and utility installations to create a vibrant public space for the local community, coordinating closely with stakeholders to ensure successful project execution.
- Westside Beltline Connector Spur: Oversaw pathway construction and connectivity enhancements, integrating critical trail segments to expand urban mobility.
- 5th Street Complete Street Project: Coordinated multi-modal infrastructure improvements, enhancing pedestrian, cyclist, and vehicular access in a key Atlanta corridor.
- Tucker Path Trail 1A: Led trail construction and site grading for improved community connectivity and recreational access.

Bob Uhlenhoff

HASBUN CONSTRUCTION
Vice President

Project Role
Construction Manager

Licenses & Certifications

- General Contractor License – Georgia (Active)
- Utility Manager License – GA
- OSHA 10 Certification
- Blue Card – Erosion Control GA

Education & Certifications

Bachelor of Science in Building Science

Auburn University, Auburn, AL | 1986 – 1990

Major: Architecture

Minor: Business

Key Skills

- Microsoft Excel, Microsoft Word
- AutoCAD (basic usage)
- Construction Estimating & Project Management
- Civil & Structural Blueprint Reading
- GDOT and DOT Compliance
- Contract Negotiation and Administration

Professional Background

Bob is a seasoned construction executive with over 30 years of experience in estimating and managing large-scale poured concrete wall projects across residential, commercial, civil, and government sectors. Proven track record in delivering high-impact infrastructure projects, including extensive retaining wall systems, pedestrian pathways, and bridge structures for municipal clients like GDOT. Currently contributing to Hasbun Construction's growth with a focus on major infrastructure projects, bringing deep expertise in project management, client collaboration, and regulatory compliance to support the transformation of urban landscapes like the Atlanta Beltline.

Relevant Experience

Hasbun Construction, LLC – Alpharetta, GA
Vice President - Wall Division | October 2024 – Present

- Lead the Wall Division, focusing on the design, estimation, and construction of retaining wall systems for large-scale infrastructure projects.
- Collaborate closely with public and private clients, including GDOT, on projects involving pedestrian pathways, trails, and retaining wall systems critical to projects like the Atlanta Beltline.
- Leverage a highly experienced team of former Lewallen Construction professionals, ensuring seamless project execution and continuity of expertise.
- Partner with company principal Jose Hasbun to drive growth and innovation in wall construction, building on decades of industry experience.
- Oversee the full lifecycle of retaining wall projects, including estimating,
- contracting, and field operations, ensuring compliance with regulatory and safety standards.
- Maintain strategic relationships with top contractors and public agencies across Georgia, providing high-quality, durable infrastructure solutions.

Lewallen Construction Co., Inc. – Marietta, GA
Vice President | August 1992 - October 2024

- Advanced from Estimator/Project Manager to Vice President, leading the company's expansion into commercial and civil poured wall markets.
- Managed multi-million dollar GDOT and municipal retaining wall projects, including trail and pedestrian bridge work relevant to the Beltline's scope.
- Oversaw all field operations, including retaining wall crews, welding, and maintenance teams, ensuring high-quality outcomes on large-scale projects.

Key Project

- Peachtree Creek Greenway: 2 miles of trail, 8 retaining walls, 600' pedestrian bridge – directly aligned with the Beltline's trail and bridge work.
- Barrett Parkway (Cobb County DOT): $3.5M retaining wall contract supporting critical infrastructure.
- Peachtree Industrial Parkway: $1.5M in poured retaining walls for hightraffic corridor improvements.
- Silver Comet Trail: Multi-county trail project with extensive pedestrian infrastructure, similar to Beltline goals.
- Built relationships with top Georgia contractors like CW Matthews, ER Snell, CMES, and Baldwin Paving, enhancing project collaboration and execution.

LEAD DESIGN TEAM
KAIZEN COLLABORATIVE

Chuck Abbott, PE
Principal, Civil Engineering Lead

Education & Certifications

Bachelor of Civil Engineering, *Kennesaw State University*

Registered Professional Engineer, Georgia #31674

Chuck Abbott is the Principal Owner of KAIZEN and is a Civil Engineer. He brings 30 years in site design, project management, hydrology analysis, flood study analysis, design document creation, specifications generation, site inspections for quality assurance and adherence to approved plans and specifications.

Chuck is particularly effective in managing municipal projects from initial civil design, to permit approval, to as built and managing clients and contractors in a professional manner. Chuck brings experience in hydraulic modeling, master planning, grading and drainage improvements, stormwater management, water and sewer system design and preparing construction documents to the team. With many opportunities for park projects within urban areas being within floodplains, Chuck will provide feasibility review of floodways and floodplains associated with proposed bridge crossings and road crossings via box culvert or tunnel.

Park and Greenway Trail Design and Construction Experience:

- Atlanta Beltline NW Trail Segment 1, 3, & 5, Atlanta, Georgia (under construction)
- Atlanta Riverlands Trail Phase 1, Atlanta, Georgia (under construction)
- Silver Comet Connector, Segment 2,3, Atlanta, Georgia (on-going)
- Columbus Riverwalk -11th Street, Columbus, Georgia 2020-2021
- Sandy Springs Springway Edgewater/GPC, Sandy Springs, Georgia 2020-2024

Commercial/Residential Design & Municipal Approval:

- Palmetto Towns, Palmetto Georgia
- 181 Flat Shoals, Atlanta, Georgia
- Harts Mill Road, City of Chamblee/Brookhaven

Nico Shen, PLA
Associate Principal,
Design Lead

Education & Certifications

Master of Landscape Architecture, *University of Georgia, Athens, GA*

Bachelor of Engineering, Landscape Architecture, *Zhejiang Agriculture & Forestry University, China*

Registered Landscape Architect in Georgia, #LA001884

LEED Green Associate #10914410

Nico is the Associate Principal of KAIZEN, leading the landscape architecture studio. She grew up in China with a passion for people, places, and urban design which drives her desire to plan and design better ways to reconnect people with their community and their environment. Nico has a unique skill to combine her interest in sustainable design, local culture, and placemaking into the design of various projects.

Nico brings ten years of experience working on greenway trail, bike/pedestrian network planning, urban park design, placemaking, and branding. She manages production of all materials and deliverables through the conceptual development process to design for construction. She has experience with the GDOT Plan Development Process and have worked on numerous projects that interact with GDOT Special Encroachment as well as riparian buffer encroachment and remediations.

Lead Designer on Design for Construction Projects

- Northwest Beltline segments 1, 3, 5, Atlanta, GA (under construction)
- Woodall Rail Trail phase 1, Ellsworth Ind. Bio-swale, Atlanta, GA (2021-2024)
- Westside Beltline Connector phase 1, 2, and Beltline Westside Trail Phase3, Atlanta, GA (2019-2022)
- Peachtree Creek Greenway Phase 1&1B Landscape & Amenity Supplement, Brookhaven, GA (2017-2020)
- Tucker PATH Model Project, Tucker, GA (2019-2021)

Project Management on Master Planning & Feasibility Study Projects:

- Trails ATL - Atlanta's Citywide Trails Plan, Atlanta, GA
- North Fork Peachtree Creek Greenway Trail Study, DeKalb County, GA
- LauderTrail Master Plan, Fort Lauderdale, FL
- Sandy Springs Trail Master Plan, Sandy Springs, GA

References

Tucker Town Green
City of Tucker
Ishri Sankar, Public Works Director
1975 Lakeside Pkwy Ste 350, Tucker GA 30084
isankar@tuckerga.gov
(678) 597-9040

Contract Term: August 2024 - Present
Contract Value: $5,685,241.99
Role: Prime Contractor

Westside Beltline Connector Spur
Upper Westside CID
Adeline Collot, Capital Projects Director
976 Brady Avenue Ste 100, Atlanta GA 30318
adeline@upperwestsideatl.org
(404) 804-1365

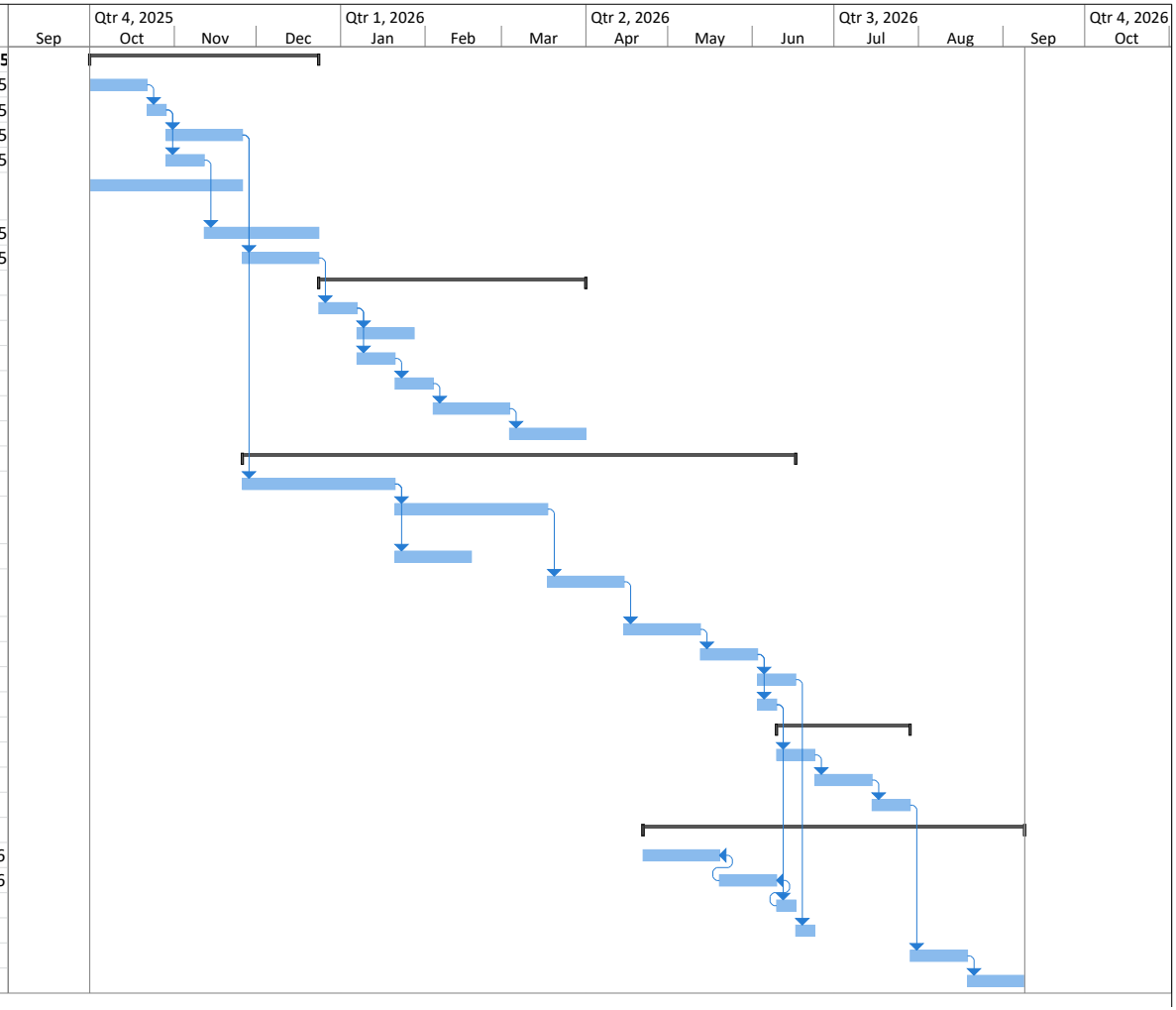
Contract Term: Feb 2024 - Feb 2025
Contract Value: $3,535,949.71
Role: Prime Contractor

5th Street Complete Street
Midtown Alliance
Cladie Washburn, Director of Capital Projects
999 Peachtree St NE Ste 730, Atlanta GA 30309
cladie@midtownatl.com
(404) 441-8956

Contract Term: Nov 2023 - April 2025
Contract Value: $3,757,799.79
Role: Prime Contractor

IV. SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Phase 1: Pre-Construction**	**60 days**	**Wed 10/1/25**	**Tue 12/23/25**
2	30% Schematic Design	3 wks	Wed 10/1/25	Tue 10/21/25
3	30% Design Review by City	1 wk	Wed 10/22/25	Tue 10/28/25
4	Finalize Tree Removal & Grading Permitting Package	4 wks	Wed 10/29/25	Tue 11/25/25
5	Finalize GDOT Encroachment Permit Package	2 wks	Wed 10/29/25	Tue 11/11/25
6	Property Stakeholder Coordination, Construction Access Agreement (as needed)	8 wks	Wed 10/1/25	Tue 11/25/25
7	GDOT Special Encroachment Permit	6 wks	Wed 11/12/25	Tue 12/23/25
8	Mobilization and Permits	4 wks	Wed 11/26/25	Tue 12/23/25
9	**Phase 2: Site Preparation**	**70 days**	**Wed 12/24/25**	**Tue 3/31/26**
10	Access Path Preparation	10 days	Wed 12/24/25	Tue 1/6/26
11	Geotechnical Investigation	15 days	Wed 1/7/26	Tue 1/27/26
12	Erosion Control	10 days	Wed 1/7/26	Tue 1/20/26
13	Tree Removal	10 days	Wed 1/21/26	Tue 2/3/26
14	Site Preparation and Clearing	20 days	Wed 2/4/26	Tue 3/3/26
15	Grading & Earthworks	20 days	Wed 3/4/26	Tue 3/31/26
16	**Phase 3: Elevated Walkway & Deck**	**145 days**	**Wed 11/26/25**	**Tue 6/16/26**
17	60% Design Development , structural, civil review	8 wks	Wed 11/26/25	Tue 1/20/26
18	City LDP Permit on Structural, Civil, Tree Replacement Plans	8 wks	Wed 1/21/26	Tue 3/17/26
19	Fulton County Sewer Easement Encrochment Permit	4 wks	Wed 1/21/26	Tue 2/17/26
20	Install abutments & piers for elevated trail and observation deck	20 days	Wed 3/18/26	Tue 4/14/26
21	Steel Fabrication	20 days	Wed 4/15/26	Tue 5/12/26
22	Install Elevated Trail and Concrete Deck	15 days	Wed 5/13/26	Tue 6/2/26
23	Install Concrete Plaza & Stacked Stone Wall	10 days	Wed 6/3/26	Tue 6/16/26
24	Install Railings	5 days	Wed 6/3/26	Tue 6/9/26
25	**Phase 4: Soft Surface Walking Path**	**35 days**	**Wed 6/10/26**	**Tue 7/28/26**
26	Fine Grading and Compaction	10 days	Wed 6/10/26	Tue 6/23/26
27	Install Soft Surface Trail (crushed stone, steps)	15 days	Wed 6/24/26	Tue 7/14/26
28	Landscape Restoration, Seeding, Tree Planting	10 days	Wed 7/15/26	Tue 7/28/26
29	**Phase 5: Signage, Site Furnishing, Final Touches**	**100 days**	**Wed 4/22/26**	**Tue 9/8/26**
30	Develop interpretive signage for City's review	4 wks	Wed 4/22/26	Wed 5/20/26
31	Develop signage shop drawings	3 wks	Wed 5/20/26	Wed 6/10/26
32	Install interpretive signage	5 days	Wed 6/10/26	Tue 6/16/26
33	Install Site Furnitures	5 days	Wed 6/17/26	Tue 6/23/26
34	Final Cleanup/Punch List/Demobilization	15 days	Wed 7/29/26	Tue 8/18/26
35	Final Inspections and Closeout	15 days	Wed 8/19/26	Tue 9/8/26



- The proposed schedule is based on receiving a formal Notice to Proceed on **October 1, 2025**, with an estimated total duration of **11 months** for the complete design-build process.
- This schedule has been developed specifically for Concept Plan Option A (Elevated Walkway). Should Concept Plan Option B be selected as the preferred alternative, we anticipate the overall timeline could be shortened by approximately one month, as the omission of steel fabrication would streamline the construction phase.
- A key factor in maintaining an efficient schedule is securing temporary construction access through the adjacent property located east of the project site. This access is critical to facilitating staging, material delivery, and overall site logistics. Our design-build team has extensive experience in stakeholder coordination and property access negotiations, and we are prepared to assist the City in obtaining the necessary permissions to support an expedited construction timeline.

LEGEND

1 Entrance plaza
2 Entrance sign
3 Elevated trail structure with conc. deck and metal railing
4 Conc. bent support
5 Overlook platform
6 Bioretention Area

ALPHARETTA FARM HOUSE PARK CONCEPT PLAN

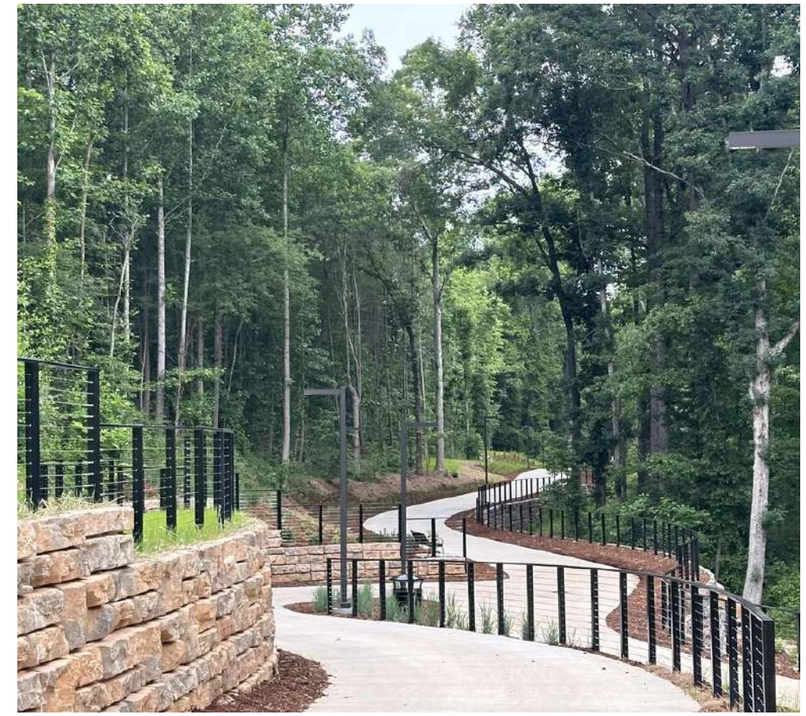
GRAPHIC SCALE
(IN FEET)
1 inch = 20 feet

PROJECT NO. 2025-305
SHEET #
DATE: 11/17/2025

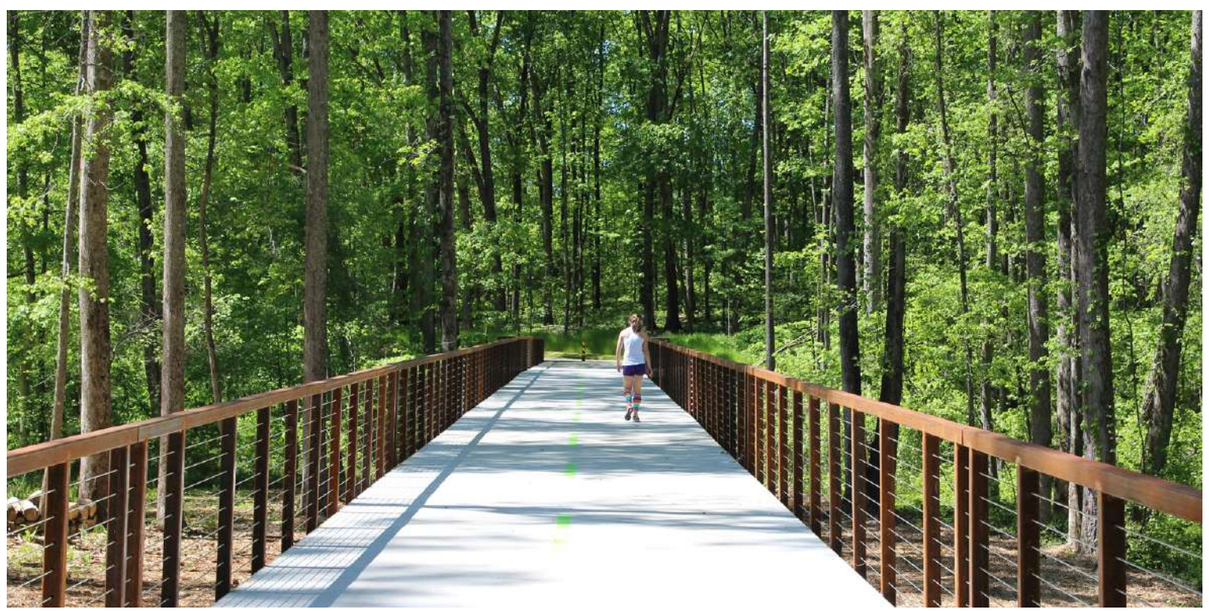
KAIZENCOLLABORATIVE
5256 PEACHTREE RD. STE 130 | CHAMBLEE, GEORGIA 30341 | 404.239.2521

Inspiration Images

Interpretive signs inspiration



Existing Alpharetta design standards



Elevated concrete walkway with steel structure and concrete piers through wooded area
(Newnan LINC Trail)

example of entrance plaza with exposed aggregate conc. finish.
(Peachtree Creek Greenway)

STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: December 1, 2025

AGENDA ITEM:

Yellow Playground Structure at Wills Park
Consideration of approval of the design and build services through Sourcewelll contract #010521 with Playground Creations a division of Architectural Design Specialties, Inc., as authorized representative of Landscape Structures, in an amount totaling $73,356.18. The contract is for the design and construction of improvements to a portion of the Wills Park "Yellow" Playground, located adjacent to the Wills Park Recreation Center at 11925 Wills Road, Alpharetta, GA 30009.

STAFF RECOMMENDATION:

Approve the design-build services and corresponding contract, under Sourcewelll contract #010521, with Playground Creations for Design Option #2 – The Smart Play Venti by Landscape Structures for the replacement of the play structure at the Wills Park "Yellow" Playground, located adjacent to the Wills Park Recreation Center in an amount totaling $73,356.18 and authorizing 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: $73,356.18.
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Parks Playground Equipment (30161150-541500-C1806)	$70,000
Park Enhancements (30161150-541500-C2010)	$3,356.18

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0
-	$0

ITEM DESCRIPTION:

Background:

Playgrounds are among the most utilized amenities within the City's Park system. To ensure safety and compliance with industry standards, the Recreation, Parks & Cultural Services Department follows a recommended replacement cycle of 25-30 years for playground structures. This schedule reflects the limited availability of replacement parts for older equipment, the expiration of manufacturer warranties, and the need for periodic infrastructure upgrades – such as drainage improvements and fall-impact surface replacement, typically required every five to ten years.

The multi-play structure at the Wills Park Playground, officially designated as the Yellow Playground, was installed in 1993 and has exceeded its recommended service life. A critical component of the structure recently failed, and replacement parts are no longer manufactured. While Parks Services staff have implemented temporary safety repairs, these measures are only short-term solutions. The structures must be replaced to

maintain safe and reliable play opportunities for children. Staff determined that the new structure should fit within the existing layout to preserve site flow and maintain cohesion with surrounding paly elements.

As part of the Fiscal Year 2026 Annual Action Plan Playground Equipment Replacement Initiative, funding was requested to replace this component of the Wills Park Playground. In consultation with the City's Finance Department, staff determined that the scope and scale of this project made it appropriate for procurement through an approved purchasing cooperative, which would expedite delivery and installation while ensuring competitive pricing.

On September 16, 2025, the Finance Department reviewed the proposed Request for Playground Design Concepts for the Wills Park Yellow Playground Replacement prior to distribution to vendors.

On September 18, 2025, the City issued an email titled "City of Alpharetta Recreation, Parks & Cultural Services - Request for Playground Design Concepts - Wills Park Yellow Playground Replacement" to seven qualified playground companies. The communication stated that the City sought design concepts for the replacement of a portion of the Yellow Playground located near the Wills Park Recreation Center. Vendors were instructed that proposals must include equipment procurement, delivery, installation, and the removal and disposal of the existing play structure. The City also disclosed its intent to utilize a purchasing cooperative for the procurement.

Vendors were directed to provide two distinct design concepts that support inclusive play, age-appropriate for children ages 6-12, offer a strong visual or experiential "WOW" factor, and fit within the existing playground use zone. The established project budget of $70,000 was provided to all vendors and includes equipment costs, demolition/removal, delivery and installation. The recommended option is slightly higher ($73,356.18) due to the fact that the order will not ship out until 2026 thereby incurring a contractual price adjustment.

As this procurement would be handled as a sole source purchase through a cooperative, evaluation criteria focused on adherence to the stated budget, alignment with the City's goals for inclusive and engaging play, compatibility with existing playground elements, project timeline, and completeness of the submission package.

All seven companies were informed of a submission deadline of Friday, October 10, 2025, at 5:00 PM. The City received six complete submissions. An Evaluation Committee composed of Recreation Parks and Cultural Services staff reviewed each proposal to assess age-appropriate play value, opportunities for exploration and skill development, compatibility with current equipment, and overall quality of design.

Recommendation Explanation:

The Evaluation Committee determined that the design proposal submitted by Playground Creations, featuring the Venti play structure from Landscape Structures Smart Play Collection, best met the intent of the project criteria for the Wills Park "Yellow" Playground Replacement. The Venti is a modern, compact structure that incorporates 20 distinct play activities within its footprint. Its design includes a variety of climbing nets, slides, belts and other climbers that support physical, social, and exploratory play. Integrated seating areas beneath the deck provide shaded space for children to rest and interact. The committee found that this proposal offered the strongest combination of inclusive play opportunities, age-appropriate challenge, and compatibility with the existing playground layout.

On October 29, 2025, the design selection was presented to the Recreation Board during its Work Session. The board expressed support for the concept and noted the unique play value that Venti structure would provide to children in Alpharetta.

Based on the evaluation results and the Boards support, staff recommends entering into contract negotiations with Playground Creations for the design/build services for the Wills Park Yellow Playground Replacement.

The total cost of the project is $73,356.18.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Deny the design submission and seek alternative designs

ATTACHMENTS:

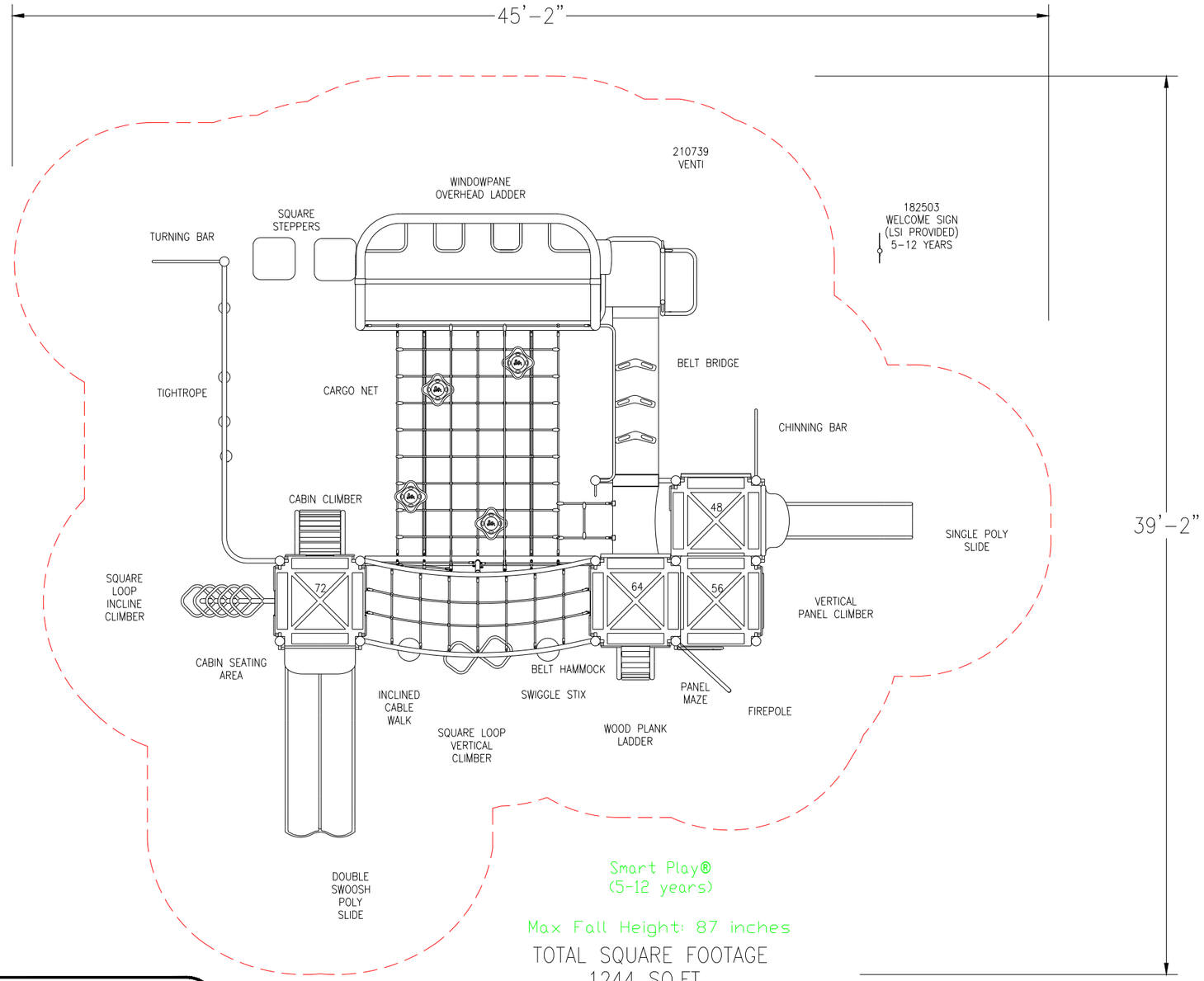
1. Venti - Developmental Benefits
2. Venti®- 2D PDF
3. Color Choices Sell Sheet
4. Landscape Structures Contract 010521
5. RFP-Yellow-Playground-Pricing-Proposals
6. 2025 Play Equipment Warranty (3)

Smart Play® Venti®

Sensory Systems Engaged	Motor Skills
Auditory Proprioception Tactile Vestibular Visual	Agility, Balance, Coordination, Endurance, Fine Motor, Eye-hand Coordination, Motor Planning, Core, Upper & Lower Body Strength
Cognitive Skills	**Social Skills**
Problem Solving Strategic Thinking	Cooperation Imaginative Play Social Skill Development

The Smart Play® Venti® includes 20 activities addressing developmentally appropriate skills: Cargo Net, Inclined Cable Walk, Belt Bridge, Vertical Panel Climber, Panel Maze, Windowpane Overhead Ladder, TightRope™ Bridge, Chinning Bar, Wood Plank Ladder, Cabin Climber, Double Swoosh Slide®, Single Poly Slide, Fire Pole, Square Loop Incline Climber, Square Loop Vertical Climber, Swiggle Stix® Bridge, Cabin Seating Area, Turning Bar, Square Steppers and a Belt Hammock. With multiple entry points and plenty of activities, Venti will keep 5-12-year-olds challenged for hours as they explore and hang out with their friends. While they play, they are actively building their body, mind and social skills.

©2025 Kanics Inclusive Design Services, LLC



TOTAL ELEVATED PLAY COMPONENTS	13		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	8	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	6	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

landscape structures

IPEMA CERTIFIED ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

DESIGNED BY:

COPYRIGHT: 5/15/2020
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH – P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

SCALE: IN FEET
0' 1' 5' 10'

Design
3986

Landscape
Structures

SYSTEM TYPE:
Smart Play

DRAWING #:
3986

ISO 14001:2015 PER TIFIE

ISO 9001:2015 Certified

landscape structures®

Color Choices

Vivid colors for lively play

ProShield® Colors

For posts/arches, components and clamps, ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

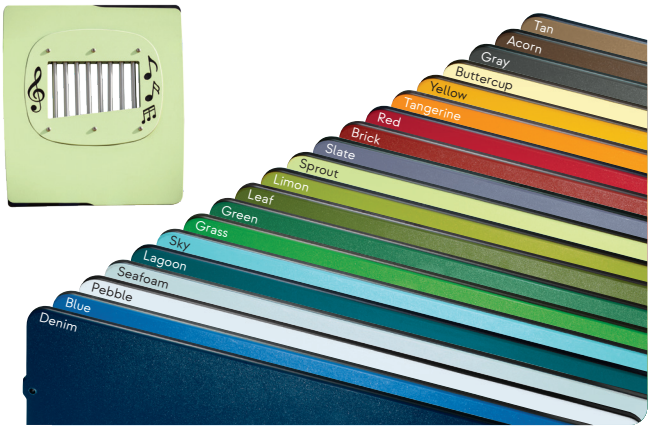
Learn more about our Color Inspirations at playlsi.com/color-inspirations

Denim	Leaf	Paprika*	Black
Blue	Limon	Orange	Brown
Pebble*	Sprout*	Tangerine	Acorn
Seafoam*	Slate*	Yellow	Copper*
Lagoon*	Purple	Honey*	Tan
Sky	Plum	Buttercup	Dune*
Peacock	Maroon	Metallic Silver	Vanilla
Grass	Berry*	Cool Silver Matte*	White
Green	Cranberry Red	Matte Gray*	
Pine Green	Red	Carbon*	

** Indicates matte color*

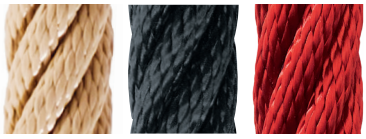
Permalene® Color Panels

Permalene® panels with a recycled core are a smart choice for your playground and the environment. Available in the 20 colors shown, the distinctive black core results from combining and recycling colored plastic—waste that would otherwise end up in landfills.



Steel-Reinforced Cables

Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

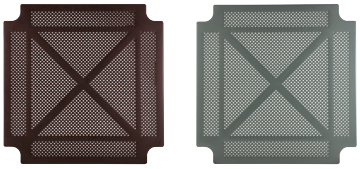


Tan Black Red

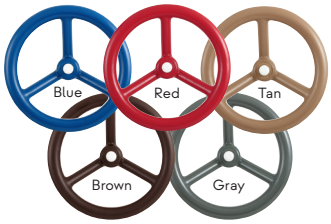
LSI Flexx™ Steel-Reinforced Net

Game-changing material that offers kids with a range of abilities a variety of play experiences. Steel-reinforced cable is extremely durable and vandal resistant. Low-profile connections are comfortable and easy to grip.

Tan Black Red

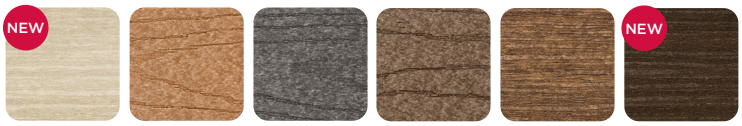


Steel Decks The heaviest, thickest decks for long-lasting safety: Flange-formed from 12-gauge steel with safe, rounded corners. Reinforced with .105" x 2" ribs welded on cross for superior strength and a consistently flat surface.



TenderTuff™ Coating For swing chains, handholds, pipe barriers, wheels, rings, etc. Insulates against temperature extremes and provides a safer grip surface compared to painted metal.

Polycarbonate Panels Hedra® product line option. Translucent panel provides visibility into structure as well as light and color play.

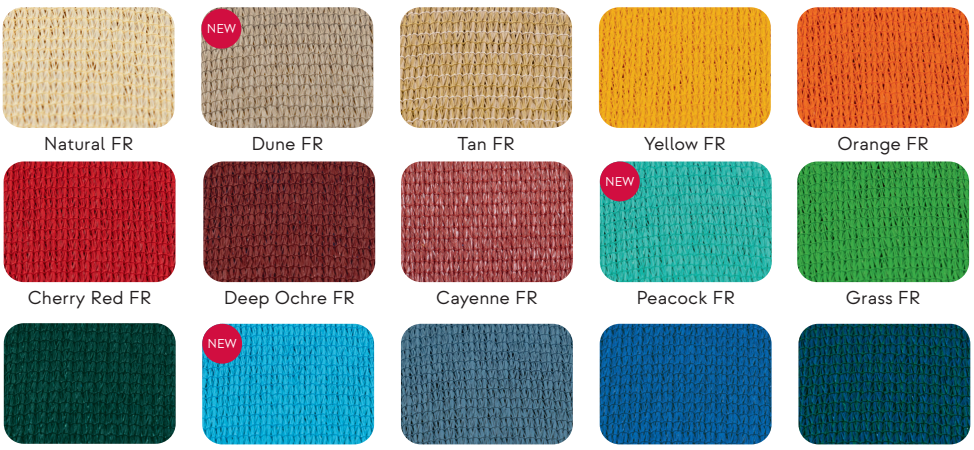


Recycled Plastic Lumber
Looks like wood, but lasts longer and is easier to clean. 100% recycled high-density UV-stabilized polyethylene material to prevent warping in direct sun. Color option for Volo Aire™ only.

Polyethylene For slides, tunnels, roofs, etc. The heavy-duty rotationally molded polyethylene material ensures strength and durability while resisting cracking, fading and peeling. **Denim, Seafoam, Leaf, Limon, Slate, Brick, Tangerine, Buttercup, Granite and Acorn are color blends.*

SkyWays® and CoolToppers® Shade Fabrics

Designed to block up to 97% of UV rays and keep playground temperatures up to 30 degrees cooler.



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DocuSign Envelope ID: 1C77120A-DC26-4596-8963-00FB7603F76E

Solicitation Number: RFP #010521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th St. S., Delano, MN 55328 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

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hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 2/15/2021 | 10:32 PM CST

Landscape Structures Inc.

DocuSigned by:
Fred Caslavka
1A3A8D886566403...

By: _____

Fred Caslavka

Title: Chief Financial Officer

Date: 2/15/2021 | 11:44 AM PST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/15/2021 | 10:43 PM CST

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name:	Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	601 7th Street S. Delano, MN 55328
Contact:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Phone:	763-972-5243
Fax:	763-972-3185
HST#:	41-0971842

Submission Details

Created On:	Friday November 20, 2020 15:44:26
Submitted On:	Tuesday January 05, 2021 14:56:03
Submitted By:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Transaction #:	9a53de68-bd30-44d7-924d-6248bbd8d68b
Submitter's IP Address:	96.39.128.58

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Landscape Structures Inc.	*
2	Proposer Address:	601 7th ST S Delano, MN 55328	*
3	Proposer website address:	https://www.playlsi.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Fred Caslavka Chief Financial Officer 601 7th ST S Delano, MN 55328 fredcaslavka@playlsi.com 763-972-5362	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elaine Harkess Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Smith Vice President of Sales 601 7th ST S Delano, MN 55328 DavidSmith@playlsi.com 763-972-5205	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Landscape Structures celebrates its 50th Anniversary in 2021. Our vision is to be the industry leader in innovation and operational excellence, have the best sales consultants and be the most highly recognized manufacturer of commercial playground equipment. We strive to offer world class service and products with our continuous improvement processes, and values-based employee culture. Landscape Structures was founded in 1971 by Steve King and Barb King (1947-2008). Steve is a landscape architect with a keen eye for beautiful aesthetics and functionality. Steve is also the creator of the concept of continuous play and was the first to interconnect play events including slides, climbers, horizontal ladders and more. The continuous play concept allowed him to create more play value in a smaller space and encourage more social interaction and skill development among children. Barb was educated as a home economist with a talent for organization development and the ability to plan, coordinate and execute. Their complementary styles and backgrounds proved to be the right combination as they turned a great idea into a successful business. Now, almost 50 years later, the company is a global leader in the commercial playground industry with nearly 500 employees, approximately 500,000+ square feet of manufacturing space in Minnesota and over 300 playground consultants spread across the world. Landscape Structures is one of the few remaining independently owned manufacturers of playground equipment. We are 100 percent employee owned (ESOP), and each and every employee is committed to creating playgrounds and play spaces that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits to help kids realize there is no limit to what they can do today and in the future. Our core values--relationships, integrity, commitment, innovation, team and passion—enable us to fulfill our mission of enhancing the lives of children through play while honoring the environment. For a better tomorrow, we play today. Cofounder and Chairman Steve King is the only leader of a playground company who is also a landscape architect. With Steve's passion for creating playground products and designs that go beyond ADA requirements, we create truly inclusive play environments for children of all abilities. We also push the design envelope by creating some of the most creatively themed play events in the world, along with nature-inspired playground equipment that blends into the surrounding environments. Landscape Structures' overall reputation in the marketplace is based on offering leading edge innovation and best value. Independent research conducted with the recreation industry over several years indicated superiority in areas of product quality, product innovation, custom capabilities, environmental stewardship, and customer service. Our products are of the highest quality and best long-term value to the customer. Our attention to detail in manufacturing and design along with the durability and product performance in the field, has earned us this reputation. See attached Landscape Structures History for more detailed information.	*
8	What are your company's expectations in the event of an award?	Landscape Structures currently holds a Sourcewell contract (April 2017 thru April 2022 (extended in response to customer request)). We have seen sales under this contract nearly double from 2018 to 2020. If we are awarded a new Sourcewell contract, we expect the strong growth to continue. The Landscape Structures team is finishing one of the most challenging year's in our country's history with no lapse in service, no manufacturing delays and an increase in sales under our current Sourcewell contract. Our team continued to deliver at 99.1% on time with 94.3% clean shipments which was similar to the past 5 years. We have an established history and customer base to continue growing these sales. As customers look for more streamlined methods to make their purchases and purchasing vehicles to help make the most of their project dollars, we anticipate sales under cooperative contracts will continue to grow. With our strong dealer network and our ability to provide personalized service through that partnership, we believe our existing customers will continue to purchase Landscape Structures' products while at the same time referring new customers who will see the benefits of utilizing the Sourcewell contract.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Landscape Structures Inc. (LSI) was a privately owned manufacturer until 2012 when it became 100% employee owned. Historically, we have only provided limited financial information to parties other than our financial institutions and insurance company. For competitive reasons we are very protective of this information. However, we understand our financial stability is a critical aspect in the decision-making process. Landscape Structures employs nearly 500 people who, once eligibility requirements are met, all participate as owners of the company through a qualified Employee Stock Ownership Plan and Trust. On December 31, 2020 our total assets were over $90 million, our current ratio was 2.9 and our fixed charge coverage ratio was over 15.2 (U.S. Bank requires it to be no less than 1.15). We also have a $20.0 million line of credit with U.S. Bank that is rarely drawn upon and had an outstanding balance of zero on the date of this response as well as on December 31, 2020, 2019 and 2018. PriceWaterhouseCoopers LLP has issued clean opinions for the each of the past 29 years they audited Landscape Structures Inc. The clean opinion for 2019 and 2018 is attached. We anticipate another clean opinion to be issued for 2020 when the audit is completed in August of 2021. Our current bonding capacity of $10,000,000 is also testimony by an independent third party of their belief in our ability to meet our obligations. We have the ability to increase the limit but have not found a business need to do so. As you are probably already aware, sureties like International Fidelity Insurance Company (AM Best rating of A-, Financial Size Category VII) insure to a zero-loss ratio and base their limits on the financial substance and stability of the company they are bonding. We have supplemented this information with our bank and trade references. LSI has been working with U.S. Bank for over 29 years and many of our key suppliers over a similar time period. In totality this information should provide you with the assurance that we have the financial means to fulfill our short and long-term obligations. If you determine that the information is inadequate, I would welcome and appreciate the opportunity to discuss this so that I may address any of your concerns. Fred Caslavka, MBA, CMA, CPA (inactive) Chief Financial Officer and Risk Manager Direct: 763-972-5362 Cell: 763-221-0067 Report of Independent Auditors and Bank & Supplier References are attached.	*
10	What is your US market share for the solutions that you are proposing?	Market share data is confidential and typically not disclosed. However, we are highly confident we hold significant market share. Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its U.S. market share at 22%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on the most recent information from IPEMA (International Play Equipment Manufacturer's Association) LSI estimates its Canadian market share at 25%. IPEMA members voluntarily report their sales to IPEMA which in turn supplies summary information to its members.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Landscape Structures has never filed a petition for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Landscape Structures is a manufacturer. We market our products through a global network of 50 independent sales organizations comprised of more than 700 sales and service people. The sales organizations have exclusive territories and are not allowed to carry competing product lines. In the U.S. these independent sales organizations provide full sales and service coverage for all 50 states. As a 100% employee owned company with Landscape Structures being the sole legal entity under which our products are sold, our sales organizations do not compete against other entities owned by us. In short, Landscape Structures is not owned by another company, nor do we own any other companies that are selling and marketing similar products that effectively compete against each other. Landscape Structures products account for more than 50% of the total revenue for 32 of the 36 North American sales organizations. The percentage increases significantly when complimentary lines and services such as surfacing and installation are included. All of which would not be sold if it were not for the sale of our products. The distribution structure at Landscape Structures is led by our Vice President of Sales, two North American Regional Sales Managers, Custom Sales Manager and International Sales Manager. The independent sales organizations each maintain a team of sales representatives and support staff who serve the clients in their respective territories. Our sales organizations have been with Landscape Structures for an average of 25 years with several of our largest currently being led by the 2nd generation. Our shared values and commitment to serving our customers are the foundation of our relationship. The long tenure has resulted in strong synergies and shared quality, service and delivery values. We consider our sales channel true partners, and an integral part of the Landscape Structures family.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The playground industry does not require any special licenses to be held by manufacturers. Landscape Structures is proud to be at the forefront of an industry that cares about children. We promote healthy kids and a sustainable world. We are one of the founders of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception. In the interest of playground safety, IPEMA provides a Third Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. The use of the corresponding logo in the Landscape Structures catalog signifies that Landscape Structures Inc. has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standards. CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce. The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA. ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality. ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious. Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998 Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a 3rd party are required to maintain these certifications which LSI has done successfully for each year since 2015 through the date of this response. What does this mean to a customer? This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment manufacturer, with confidence because we have the	*

		processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment. Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of the knowledge of and compliance with government standards. This occurs at all levels from the development of the equipment, design of the play structures, through installation and maintenance services. In addition, many key staff members are actively involved in the development of the standards for our industry. Steve King, co-founder and chairman, is an American Society of Landscape Architects (ASLA) Fellow, a Certified Playground Safety Inspector, and a founding member and past President of IPEMA (International Play Equipment Manufacturers Association). Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground events specifically meeting ADA requirements. Randy Watermiller, Vice President of Product Development, has been with Landscapes Structures Inc. for 27 years. Randy serves as a committee member for ASTM, has served as President of IPEMA, and is currently the Treasurer of IPEMA. He is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Tom Fitzpatrick, P.E. Product Development Engineer, has been with Landscape Structures for 15 years. Tom serves as a committee member for ASTM, is a member of the IPEMA Equipment Certification Committee and is certified by NRPA as a Certified Playground Safety Inspector (CPSI). Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them) allowing us to provide turn-key solutions to our customers in all of the states. Third Party Certifications Landscape Structures requires all playground equipment installers, with which we subcontract, to be manufacturer trained. Once trained, these installers are issued a Certified Installers Certificate. Many of our installers are also NPSI trained and Certified Playground Safety Inspectors. Installers are expected to maintain required permits and licenses applicable in their state to perform their work in a legal and professional manner. If required by local regulations, installers may also be required to be OSHA certified. Most members of our independent sales team are NPSI certified. This ensures that when they are meeting with a customer, the customer has the assurance of working with an experienced and knowledgeable playground expert. Our sales organizations hold necessary contractor licenses as required.	
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NONE – Landscape Structures has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2020 Nineteen-year participant in the annual EPCOT International Flower & Garden Festival (since 2001) • 2019 Landscape Structures was honored with the Best in Show award at the NRPA Annual Conference in Baltimore, MD • 2018 Landscape Structures recognized for its Total Retirement Offering at the 2018 Plan Sponsor of the Year Awards. The company was honored for its innovation in helping employees reach a secure retirement. • 2017 Landscape Structures receives a LAMMY Advertising Award for Best Message by Landscape Architecture Magazine • 2016 Winner of the Episerver™ North American Website Awards for Best B2B Website • 2016 Winner of Minnesota PRSA Classics Award for community relations campaign on inclusive play • 2015 Pat Faust inducted as an Honorary Member of the American Society of Landscape Architects (ASLA) • 2015 Landscape Structures receives Landscape Architecture Magazine Advertising Award (LAMMY) for Most Persuasive ad • 2015 Winner of Landscape Architect Magazine's Advertising Award (Lammy) for Best Graphic Presentation	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to the government sector accounts for 52% of our sales over the last 3 years. The government sector comprises the majority of our sales. This segment is critical to our business and growth prospects, as well as our overall success.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to the education sector accounts for 32% of our sales over the last 3 years. The education sector also makes up a significant portion of our sales and is key to our business and growth prospects, as well as our overall success.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcewell HGAC NASPO ValuePoint NCPA National IPA/Omnia Partners TIPS New York State Contract Ohio State Contract Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) Please see attached document "Cooperative Purchasing Contracts" for annual sales volume for 2018-2020.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles Department of Recreation & Parks	Michael Shull, General Manager michael.a.shull@lacity.org	818-524-9053	*
Maryland National Capital Park & Planning Commission	Bridget Stesney, Division Chief Bridget.Stesney@pgparks.com	301-699-2533	*
Arlington Heights School District #25	Ryan Schulz, Buildings & Grounds Director ryanschulz@sd25.org	(847) 506-6900	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
See attached	Government	New York - NY	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	ON - Ontario	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Government	California - CA	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	New Mexico - NM	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*
See attached	Education	Illinois - IL	Varies by project to include supply equipment, installation, site work, protective surfacing	Varies by project - see attached.	See attached	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Landscape Structures does not have a direct sales force. We partner with a network of exclusive independent sales representatives, led by our Vice President of Sales, two North America Regional Sales Managers, a Custom Sales Manager and International Sales Manager. We have an internal customer experience team who works with our distributor network supporting service on a daily basis.	*
24	Dealer network or other distribution methods.	Landscape Structures' sales team is comprised of 50 independent organizations, 36 in North America and 14 internationally. A total of 300+ salespeople focus 100 percent of their attention on the sales and service of the products considered in this RFP. Landscape Structures playground equipment, fabric shade, water play equipment, site amenities, fitness equipment and surfacing are our sales reps' primary business. They also carry complementary product lines and services so their total offering of products and services provide member agencies with a turn-key solution for their park and playground needs.	*
25	Service force.	Landscape Structures' goal is to provide the highest quality of service possible. We understand it is a journey that will never end which meshes perfectly with our continuous improvement culture. Our customer experience team is a long tenured group whose job is 100 percent customer service focused. The team's slogan is "we support play". These team members support specific geographical territories and focus on everything service related including presale designs through post installation field support. They have ISO-audited standard work processes that have proven to be very successful. Responses are same day. Our corrective action process includes meeting weekly to review any issues and discuss proactive opportunities for greater service. In addition, Landscape Structures' technical services team has two full-time staff members devoted to installation concerns and questions from both professional installers and customers. Our technical services team is available 24 hours a day, 7 days a week via a toll-free hotline.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Hours of operation vary between local offices but are typically 8 a.m. to 5 p.m., Monday through Friday. Many offices have personnel available for early morning, evening or weekend appointments to accommodate their customers. Landscape Structures' customer experience team members, referenced earlier, are available from 7 a.m. to 6 p.m. CT, Monday through Friday. Furthermore, our contact center representatives are available from 8 a.m. to 5 p.m. CT, Monday through Friday. We also offer a toll-free hotline for installation questions 24 hours a day, 7 days a week. Landscape Structures has a standard work, ISO audited customer service program. Our primary process is called CCN (customer contact note). CCNs come in from the field and address concerns about shipping shortages, freight damage, warranty issues, etc. We respond to CCNs within 24 hours, document and review weekly with operations. This process results in corrective action and continuous improvement efforts. Replacement parts are another unique aspect of Landscape Structures customer service and manufacturing expertise. We are the only play equipment company in the world that supplies replacement parts irrespective of the age of the equipment. The replacement parts will be identical to the original equipment except in situations where the original product has been redesigned for safety or conformance reasons. In these situations, Landscape Structures will provide replacements that are similar in form, fit and function. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more. Standard lead time on replacement parts is nine business days, same lead time as provided on all of our standard play equipment. Upon request most standard hardware can be supplied next day while common painted welded parts can be shipped within 24 to 72 hours. Part of our post-sale customer service is a customer satisfaction survey that is sent out eight weeks after every order is shipped. Feedback and results of those surveys are recorded, shared and followed up with our local representative organizations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Landscape Structures has nearly 50 years of experience successfully providing the products and services represented by this RFP to the same customer base Sourcewell represents in their participating entities. We have a network of independent sales representatives which covers all areas of the United States including Alaska and Hawaii. In cooperation with our sales channel, we are dedicated to continuing our legacy of providing premier products and services to the same customers Sourcewell serves.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures has the ability and willingness to offer Sourcewell in Canada. We have a long-established and successful sales network covering all Canadian provinces and territories and have a growing market share (currently estimated at 25%) in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Landscape Structures has the ability and fully intends to serve the entire United States. In fact, we must serve the entire United States as that is what our current customer base currently requires and has required for decades. We have the ability to fully serve Canada but due to administrative challenges of direct selling in Canada we are not planning to include Canada immediately if awarded. We are continually evaluating the potential of contract sales in Canada and are open to including Canada if the interest from Canadian customers changes.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are currently and have been for over 30 years, our core customer base. We have built our business around serving these entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A – Landscape Structures does not have any specific contract requirements or restrictions for participating entities in Hawaii, Alaska or any U.S. Territory.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon contract award and notification to our sales channel, our immediate plan would be to send out co-branded press releases and social media announcements. As is currently, Sourcewell's presence on our website would continue to provide links and all other pertinent contract details and information. In addition, we would continue to advertise our Sourcewell contract with our current trade audience and promote at applicable trade shows. We would continue to partner with our sales channel on direct mail and/or email campaigns to send to their local territories, markets and customers. Landscape Structures has a strong marketing team with specialists in communications, public relations, advertising, graphic design, multimedia design and production, web and social media. Our marketing materials are innovative, professional, and reflect our brand image of quality and customer focus. We have the ability to create and collaborate on the most effective marketing approaches to promote the contract whether the format is digital or printed. We have robust capabilities and produce most of our marketing materials internally. Four examples of internal marketing materials are included in an electronic format. Examples included with this RFP are Play Catalog, SkyWays Catalog, Aquatix Catalog, and Hedra Brochure. In addition, Landscape Structures' entire product line can be viewed and/or downloaded directly from our Virtual Catalogs page on our website. Visit https://www.playlsi.com/en/view-playground-catalogs/ to view the most current version of our catalogs and product brochures.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Landscape Structures uses the latest technology as it relates to our digital footprint. Our public website, playlsi.com, will continue to promote the Sourcewell contract. Our representative organizations rely on PlayCentral, our extranet, as a source of information where all of the contract details and marketing tools are available 24 by 7. We are active participants in social media outlets such as Facebook, Twitter and Instagram, as well as sending regular email communications to our client base. Additionally, we invest in ongoing organic and paid search efforts to improve our visibility to the marketplace. We would use a variety of digital vehicles to promote the Sourcewell contract and are open to, and constantly search for, new outlets to communicate awareness of the contract. In addition, our sales channel uses their websites, social media, email and other local and regional marketing to further the reach of Landscape Structures messages.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting an awarded contract is a collaborative one. As we have done in the past, we would request that Sourcewell staff participate in webinars and live meetings with our rep network. We would also continue to ask for assistance with specific agencies when needed. We want to be included in Sourcewell's marketing efforts among other contract holders to bring depth and strength to the program. We also appreciate Sourcewell's participation in conferences specific to our industry such as NRPA. We will continue to collaborate with Sourcewell on new marketing opportunities. Sourcewell is already integrated into our sales process with many of our sales reps leading with Sourcewell as their primary contract vehicle. Our sales leaders would continue to educate and promote the Sourcewell contract to new and existing sales reps. We will update the current Sourcewell specific marketing to further encourage use of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the unique nature of designing play structures and playground environments to meet individual customer needs and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, it is not feasible to provide online ordering. To date, governmental and educational customers have not expressed any interest in purchasing our products and/or services in this manner.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures offers many education and training sessions free of charge. “Playground Safety and Maintenance – Keeping Your Playground Safe and Compliant” is one of the topics provided in our Learning Academy program. Other topics offered are: Designing Natural Play Environments; Inclusive Play; Designing Fitness-Focused Playgrounds. The Landscape Structures Learning Academy provides opportunities to customers to earn CEUs (Continuing Education Units - Park and Recreation) or PDHs (Professional Development Hours - Landscape Architects) and gain valuable information they can use in their everyday work. Landscape Structures is an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this approval, Landscape Structures has demonstrated that it complies with the ANSI/IACET Standards, which are widely recognized as standards of good practice internationally. As a result of our Authorized Provider status, Landscape Structures is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standards. IACET is the organization NRPA uses for accreditation. All trainings provided are optional. The trainings are a regular practice at Landscape Structures and available to all Sourcewell members, either in person or online. See attached Learning Academy brochure for more information on courses offered or visit our website at https://www.playlsi.com/en/playground-planning-tools/education/continuing-education-seminars/	*
37	Describe any technological advances that your proposed products or services offer.	Landscape Structures invests heavily in the latest equipment and training to ensure the highest quality play equipment is provided to our customers. Our product development team of 25 professionals is the largest among U.S. based playground manufacturers. Our annual spend on technology exceeds $4.5M. We implement the latest technology in our manufacturing processes in order for us to improve our service levels and expand our product offering. One example is DigiFuse® technology, which provides vivid, full-color, photo-realistic graphics to create one-of-a-kind playground designs. Images are fused onto metal panels using a proprietary process to create engaging graphical elements for the optimal combination of beauty, durability and play value. We continue to invest in new capabilities that enhance our innovation and allow us to lead the market. To see more of our capabilities, see attached brochures: DigiFuse Inspirations, Concrete Solutions and Custom Playgrounds.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Landscape Structures has a long-standing history of environmental awareness. Through our more than 75,000 playgrounds worldwide, we’ve helped create healthy kids and a sustainable world. Long before it was fashionable, Landscape Structures built a culture of sustainability, designing products that keep kids active, while going far beyond what was required to protect the environment during manufacturing processes. In fact, we began putting formal environmental processes in place more than 20 years ago, and Landscape Structures received its certification to the ISO 14001 environmental standard more than a decade ago. We are the first playground manufacturer in North America to receive that certification of environmental responsibility. Landscape Structures has been recognized as a Minnesota Waste Wise Leader for its outstanding waste reduction and recycling efforts. We partner with American Forests to plant trees to offset the carbon produced during the manufacturing of every play structure we sell, supporting the planting of more than 350,000 trees since 2010. In 2008, we received the Tekne Green Award for our commitment to sustainability. Landscape Structures believes in and practices building environmentally preferable playground products through one-playground flow manufacturing. “The foremost environmental protection is to design and produce products that last and perform for a very long time.” -Steve King, Cofounder and Chairman, Landscape Structures Design • Each person involved in the design and production of our play structures is an owner of the company, and quality and environmental stewardship are integral parts of our culture • Evos® playsystem: No PVC and provides a 30 percent smaller carbon footprint than traditional play structures • Weevos® playsystem: Offers a 17 percent smaller carbon footprint and is 100 percent recyclable at the end of its life. • Recycled Permalene® panels offer post-consumer recycled content of 73 percent. Manufacturing • Green Boards track the environmental aspects and impacts of each stage of production and document improvements made to reduce these impacts • Steel and aluminum arrive cut to length to eliminate waste • High-efficiency light fixtures reduce energy use • Recapture and use heat energy from curing oven • Industry-leading recycling rates for all manufacturing waste Packaging • Individualized, custom installation documents – no wasted pages • Automated wrapping to reduce waste • Most packaging materials are recyclable and are provided with recycling instructions Transportation • Whenever possible, playground equipment shipments are pooled to conserve the use of fossil fuels and limit the production of greenhouse gases	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - Landscape Structures does not currently have any third-party eco-labels or certifications in this category.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Landscape Structures is neither a woman-owned business nor a certified small business entity. We do utilize several woman-owned, minority-owned and/or small businesses through our supplier network, sales distribution channel and subcontractors. Our 100% ESOP owned company by definition cannot qualify for certification as a W/MBE.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are particularly proud of our continuous improvement culture at Landscape Structures. This way of doing business measures the quality of our equipment and our total customer experience. “Cool Journey”, our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Even though our standard lead time is two (2) weeks on standard products, our “lean” manufacturing practices and one order flow enables us to consistently manufacture an entire order within two days. The two-week lead time is set so that demand on production can be spread out or smoothed. Through our Kaizen events and daily improvement efforts, we have tackled thousands of issues throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all opportunities, the cross-functional thought and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Here is a sample of the improvements we have made that result in providing our customers with a premier experience: • Manufacturing lead-time has been reduced from 40 days to 2 days. • Most replacement parts are shipped out within two business days. We have provided replacement parts on product that was installed in the late 1970s. Promptly responding to replacement part requests reduces the amount of time children can’t play on the equipment and significantly reduces the chances of a child getting injured. We have maintained on-time, clean deliveries to our customers over 99.4% of the time for nine years running. No other play equipment manufacturer in the world does this. • If a customer contacts us with a challenge, we document it, trend it and drill down to the source to make sure it does not happen again. • Safety – Kaizen activity has focused on safety and ergonomics since the start of 2009. During one event alone we implemented over 50 improvements! There are many things that distinguish Landscape Structures from our competitors: manufacturing excellence, the highest quality product, and product innovation are a few. Our biggest value to our customers is the total cost of ownership: our product is built to last. We have an unparalleled commitment to Inclusive Play and lead the industry with the movement to create the best play spaces for children of all abilities. We partner with experts and organizations that help us respond to societal issues. Topics such as fighting childhood obesity, bringing nature inspired play opportunities to children, creating multigenerational recreation areas, promoting intense engagement on the playground, exercising the mind and body through innovative play are just a few of the areas we take very seriously. We have capabilities like no other manufacturer to provide custom solutions to playground projects, an emerging trend in our industry. As an ESOP organization, the biggest differentiation Landscape Structures has is our people – a culture of ownership, pride, and continuous improvement.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Product warranties do not cover labor. If purchased through Landscape Structures, installation will be warrantied for one year. See attached manufacturer warranties.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, Landscape Structures warranties do not impose usage restrictions.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Due to the variables impacting travel time and mileage there is no feasible way to calculate these factors to cover all potential situations. Landscape Structures has playground equipment in both highly populated areas as well as very remote locations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Although a certified technician/installer is not required to replace/install warranty parts on Landscape Structures playground equipment, it is highly recommended. We have a network of certified installers available in all areas of the continental U.S., Alaska and Hawaii. Sourcewell members should contact their local sales representative for assistance with service for warranty repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for items made by other manufacturers would be passed on to the applicable equipment manufacturer. However, the bottom line is if the other manufacturer(s) does not support their warranty, Landscape Structures will work with the customer to make it right.	*
47	What are your proposed exchange and return programs and policies?	As an indication of our commitment to customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20 percent restock fee plus all return freight charges will apply to all product returns.	*
48	Describe any service contract options for the items included in your proposal.	Maintenance contracts are offered through some of our sales organizations.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30 days from invoice date.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Landscape Structures partners with NCL Government Capital (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#011620-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from $5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between Landscape Structures and NCL or any other leasing company. In addition, Landscape Structures is not incented financially to use NCL or any other leasing company.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	As we have been doing since April 2017, if awarded, all Sourcewell contract orders will be made directly between the customer and Landscape Structures with service provided through our sales network. Orders will be submitted to the corporate office. Once entered and processed, the customer will receive an order acknowledgement listing all the equipment and/or services they are purchasing along with the scheduled ship date of the order. This allows for internal auditing of each purchase order against the requirements of the contract and insures accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted up to $3,000 at time of order with no additional cost to the customer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Landscape Structures strives to provide a fair and easily understood pricing model. Therefore, we are proposing a single discount percentage off list price (with a volume discount) on our park and playground equipment and a single discount percentage off list price for our Aquatix product line. Aquatix Mechanicals and Design Services and all ancillary products and services are priced on a guaranteed not to exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered. Since its inception, Landscape Structures goal has been to provide the highest quality and innovative products and services at a fair price while providing exceptional value. Even though value is defined differently by each customer, Landscape Structures strives to attract and retain customers that define it with characteristics such as durability, great service, working with a manufacturer that “does the right thing” irrespective of the wording of the warranty, values relationships and gives back to the community. Throughout its history, Landscape Structures has NEVER had a “sale”. Unlike many other manufacturers, we don’t inventory finished product so “excess inventory” does not drive our spring or fall pricing. We do not offer “Grant” programs that are merely disguised discounts. We do not utilize a retail pricing model whereby the product is priced above market and offered at a significant “discount” to entice potential buyers to act so they can take advantage of the limited time “discount”. Our contract discounts are not intended to be recovered through higher markups on freight, installation or other products and services. When we became frustrated with competitors offering a “lifetime” warranty that included small print restrictions essentially reducing the warranty period to a few years, Landscape Structures began offering a warranty defined in years. The 100-year warranty on certain items seen today originated from this clarification.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is proposing a six (6) percent discount off list price on Landscape Structures play and shade equipment. We are proposing a five (5) percent discount off list price on Aquatix® by Landscape Structures products. Mechanical and Design Services provided by Aquatix are priced on a line item basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	An additional two (2) percent discount off list price on Landscape Structures play and shade equipment is offered for orders exceeding $80,000 in equipment (total discount of eight (8) percent). No additional discounts are offered for Aquatix. Volume rebate programs will be considered on a case-by-case basis with the Sourcewell member. Landscape Structures would extend that same volume discount program to all Sourcewell members, provided the same or similar volume commitment is given.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Landscape Structures local sales representatives work closely with individual customers to determine their unique playground project needs. Once the needs are identified, the sales representative works with local suppliers to propose applicable sourced products/equipment and services to provide a turn-key project. Installation services offered through our certified installer network is provided on a “not to exceed” percentage of list price of Landscape Structures equipment on a state-by-state basis. Sourced product/equipment and related services will be quoted on a cost-plus basis not to exceed a 25% margin. Landscape Structures custom products are quoted on a per project basis and receive the same discount applied to our standard equipment. Landscape Structures PebbleFlex® and AquaFlex® surfacing systems are quoted on a per project basis.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures. Also excluded are installation services, site preparation, unloading of equipment upon delivery, safety audits and inspections. All of these services can be contracted through Landscape Structures and they will be provided by qualified independent, third party vendors/contractors.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide them the best price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders which contain over-sized components that have been identified by our shipping department Once Landscape Structures receives an order, the product is entered in the computerized scheduling system. Based on the product ordered, a ship date is scheduled. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. The Scheduled Ship Date is included on this acknowledgement, which is mailed and/or emailed directly to the customer. If there are any conflicts with the shipping schedule, the customer works with their local sales representative to coordinate any adjustments. Landscape Structures has a 99.8 percent on-time shipping rate. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution for the customer. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order at a later date agreed upon by the customer and possibly expediting the shipment to meet the customer's requirements.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States with the exception of ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint cannot be shipped with the product, so it is shipped via air freight.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. We go to great lengths to ensure the product is delivered to the site undamaged. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Individually marked hardware packets create efficiency for installation and accuracy of contents.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All Sourcewell customer orders will be directly invoiced by Landscape Structures. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments. All discounts on orders require a discount code which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing. All order keyers and accounting personnel are trained to review orders for contract compliance. Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and must cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information. As an approved supplier on the Sourcewell contract for the past 3-½ years, we are unaware of any instances of non-compliance with the contract. We have incorporated the necessary controls to ensure compliance.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Landscape Structures is respectfully proposing consideration of a 1.5% administrative fee on the net sales price of all products and services (excluding freight, bonding fees and taxes). Even though we believe the current 2% fee is not a major deterrent, internally marketing the lower fee to our sales channel will make the Sourcewell contract that much more attractive for them to promote over other contracts in our portfolio.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Landscape Structures is offering a turn-key solution to the marketplace need for playground and recreation-related equipment, accessories and supplies. Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and splashpads. Turnkey services are offered to include design and site consultation, installation and site construction services. To complement and enhance park and playground projects, we can provide turn-key solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, waterplay, and independent safety audits. These are sourced products and services.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Playgrounds Recreation Shade Playground surfacing Outdoor exercise equipment Site amenities or furnishings such as picnic tables, benches and trash receptacles Aquatic solutions and splash pads	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	◉ Yes ○ No	Landscape Structures' products include playground equipment for all ages and abilities. Children ages 6 to 23 months are gaining strength, stability and motor skills, along with a host of other physical and cognitive skills. At ages 2 to 5, children are developing physical play and are thinking more creatively. We have many playground designs that offer age-appropriate play to test their motor skills, strength, agility and more. Equipment includes Weevos®, arches with no prescribed entry points; PlayShaper®, playgrounds scaled for preschoolers and PlaySense® and Smart Play®, preconfigured toddler playgrounds Our PlayShaper®, Smart Play®, Weevos®, PlaySense® and Smart Play® playsystems support physical and cognitive development by following standard learning curricula for infants, toddlers and preschoolers. They're also designed to meet the unique safety needs of these age groups Kids ages 5 to 12 need physical and mental challenges while they play. Our commercial playground equipment for 5- to 12-year-olds help them develop balance, coordination, muscle endurance, problem-solving skills, social skills and much more. Equipment includes Evos®, gyroscopic-shaped playground equipment; PlayBooster®, our gold standard in playground design, and PlaySense® and Smart Play®, preconfigured playgrounds Kids 13+ love to stay active through play. We offer a wide variety of playground activities that meet the needs of this group to keep them engaged and challenged. From challenging net climbers to outdoor fitness products, you'll find choices that this hard-to-please age group will love. Site Amenities and Furnishings include shade structures, picnic tables, benches, trash receptacles and more—all designed to coordinate with your playground. Choose from our, Nature-Inspired Collection, Vivid Collection and more. The right pieces will create a clean, safe and welcoming spot for the whole community.	*

67	Water play and aquatic recreational structures and equipment.	(•) Yes ( ) No	With nearly 35 years of water experience, Aquatix (formerly Aquatic Recreation Company) is a leader in water feature, splash park, and spray park design, fabrication and construction. Pioneering integrated recirculation systems, the company provides a sustainable solution that empowers hours of innovative activity without water consumption limits, and the only manufacturer to offer a completely UL Listed system. By joining forces with leading playground equipment manufacturer Landscape Structures, Aquatix applies the ground-breaking design and innovation they are known for to the creation of imaginative new water experiences. Both Aquatix and Landscape Structures lead the way in forward thinking design, leadership in the industry, and all-around play knowledge. Designed and engineered in-house, Aquatix focuses on creating interactive water park and splash pad products that encourage kids to experience water in novel ways. From aim-and-sprays to dumping buckets, ground sprays and much more, our water products provide an inclusive, sensory-rich play experience in water for children of all ages and abilities. Aquatix products meet or exceed ADA standards of accessibility for inclusive water play. Recycled materials and earth conscious manufacturing practices make Aquatix a leader in sustainability in aqua play products. Even more, Aquatix offers versatility by being a water play design and engineering company that uses stainless steel, fiberglass, and GFRC materials.	*

68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	◉ Yes ○ No	Landscape Structures surfacing options include PebbleFlex® 2.0, a Landscape Structures product provided by Surface America, which combines the benefits of design, technology and safety into one revolutionary, high-performance breakthrough surfacing solution and AquaFlex® Porous Water Play and Pool Surfacing - Surfacing Solutions for Outdoor Water Play Areas. AquaFlex® Porous, a Landscape Structures product provided by Surface America, is the most common application for outdoor water play environments, such as municipal water play areas, splash pads and pool decks, as it allows water to penetrate through the surface. Even more, it helps evacuate water off the surface to allow for better traction. Landscape Structures combines the benefits of design, technology and safety into a revolutionary, high-performance breakthrough surfacing solution. AquaFlex® is the best surfacing option for your water play and pool deck needs.	*
69	Services related to the solutions above.	◉ Yes ○ No	Landscape Structures, and our local sales channel, partners with manufacturer-certified playground installers and local contractors to provide installation services and other site work related to your playground project to provide turn-key solutions. These relationships mean the customer receives the benefit of best pricing available.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Landscape Structures' sales leadership team uses Power BI to obtain current information on contract usage. The finance team also provides quarterly and annual contract usage reports to the executive and sales leadership teams. All contract sales are coded for easy data retrieval. Reporting shows how the contract is doing against company sales by month, quarter and against previous years. It provides sales data segmented geographically and by sales organization. In addition, it provides a comprehensive list of sales by order size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country that our sales leadership team can focus on to increase usage of the Sourcewell contract.	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	We believe good design matters. Whether realized or not, design affects our perceptions and experiences. Our environment influences how we engage, learn and develop. A playground is a social space, and every child is different. We design with these differences in mind, in ways that respect and honor each pathway, while offering fun and exciting new challenges. There's nothing better than seeing a child's curiosity rewarded with the joy of discovery. Safety is Our Top Priority. Kids are always finding new and inventive—but not necessarily safe—ways to play on or around playground equipment. And while they may scrape an elbow or bruise a shin, it's important to take steps to eliminate the risk of more serious mishaps. We make playground safety a top priority at Landscape Structures, and we'll help keep kids safe with our age-appropriate products, safety surfacing and shade systems. We certify our products comply with standards to help keep your kids safe while they play.	

Landscape Structures has been actively involved with ASTM International (formerly American Society for Testing and Materials) in the development and on-going updates to ASTM F1487 (Standard Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All standard products covered under the scope of the Standard in our 2020 (and upcoming 2021) Playground Catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487-17 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify product certification, visit www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010, with the exception of Rhapsody Outdoor Musical Instruments. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

Landscape Structures received our ISO 9001 certification in 1996 and were the first U.S. commercial playground equipment manufacturer to achieve this standard. In 1998, we were certified to ISO 14001 as the first U.S. playground equipment manufacturer and seventh company in the state of Minnesota to achieve the highest standard for conservation and recycling process. We comply with the latest versions of both the 9001 and 14001 standards for both our play and shade divisions.

What this means is that you can purchase park and playground equipment from us with confidence because we have processes in place to manufacture a quality product while being conscious of how we are impacting the environment. *

We offer a playground safety program to help teach elementary school students the importance of safe play. The program, featuring the Super Safety Team, Guardians of the Playground, contains practical tools for schools.

In addition, Landscape Structures has developed and made available Continuing Education Sessions approved by both the International Association for Continuous Education and Training (IACET) and the Landscape Architecture Continuing Education System™ (LA CES). Sessions related to safety include the following:

- Maintaining Safe Play Environments
- Play it Cool: Have Fun in the Sun with Shade
- Designing a Safe Spray Park

Inclusive Play Allows Children of All Abilities to Grow Together. We believe all kids are created equal. That's why we create play environments using inclusive playground equipment that welcome kids and families of all abilities to learn, play and grow together.
Inclusive Play Design Philosophy: Our inclusive playground designs promote A Higher Level of Inclusive Play® by addressing accessibility, age and developmental appropriateness and sensory-stimulating activity.

Our team of designers follows the Seven Principles of Universal Design to create a playground that best fits the needs of those in your community:
1. Equitable Use. The design is useful to people with diverse abilities.
2. Flexibility in Use. The design accommodates a wide range of individual preferences and abilities.
3. Simple and Intuitive Use. Use of the design is easy to understand regardless of the user's experience, knowledge, language skills or current concentration level.
4. Perceptible Information. The design communicates necessary information effectively to the user regardless of ambient conditions or the user's sensory abilities.
5. Tolerance for Error. The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. Low Physical Effort. The design can be used efficiently and comfortably.
7. Size and Space for Approach and Use. Appropriate size and space are provided for approach, reach, manipulation and use regardless of user's body size, posture or mobility.
Universal Design is a framework for the design of environments, products, buildings, ideas and more with the express goal that they be usable by the widest range of abilities. This framework influences our Inclusive Play Design Philosophy to ultimately increase access, safety, comfort and social participation within our play environments.

		To help achieve our goals, Landscape Structures works with the following partners because we believe in what they are doing to create equity through play. Giving all children the opportunity to play together teaches them about their differences and their commonalities, thus eliminating bias. • Sensory Processing Disorder (SPD) Foundation and STAR Center • Inclusion Matters® by Shane's Inspiration • The Miracle League® To learn more about our Inclusive Play Partners, visit our website at https://www.playlsi.com/en/playground-design-ideas/inclusive-play/partnerships/	
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	Landscape Structures' Design Philosophy: Creating Space for Future Leaders We believe Design Matters. Play Matters More.® For us, design refers to what a play structure looks like as much as it does to the play value built into it. We simply cannot design one without the other. And for one good reason: Play value is what creates return visitors. That's why Landscape Structures designs play environments to be newly fresh and exciting upon every visit. Children enjoy a hive of activity that sparks the imagination, facilitates discovery and lends itself to new adventure. Integrated play opportunities ensure that there are always multiple options for a child's next move. Inclusive play spaces encourage children of all abilities to play alongside one another. And so we ask ourselves: Is it extremely fun? Once a playground has captured a child's attention, does it hold their attention better than a video game? Does it cause them to return on a regular basis? Do they bypass other playgrounds to get to it? Does it imprint itself upon their memory and become part of their childhood story? When those answers are yes, a destination playground has become a legend. By design. A Customized Experience – No company has more design talent, material options, advanced manufacturing capabilities or can provide more guidance to bring a unique destination to life. We learn about goals and vision, and work collaboratively to make it real. Whether a distinctive landscape, historical homage, custom fantasy or abstract wonderland, our design inspiration can jumpstart imagination. We strive to build something iconic together that will engage communities for decades. Landscape Structures has a long history of innovation and custom offerings. With our concrete operations, shade/heavy play capabilities as well as our basic manufacturing operations we have the ability to design and build almost anything our customers can imagine. We have a dedicated team of Custom Engineers and Custom Designers whose dedicated purpose is to design what the customer has envisioned. Whether the request is something as simple as adding a school logo or school colors to the play structure, creating a unique signage or as comprehensive as creating a completely unique themed playground we have the staff in place to make dreams come true.	*

73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	ISO: Landscape Structures is certified to the latest versions of both the 9001 and 14001 standards for both our play and shade divisions: • ISO 9001:2015 standard has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality • ISO 14001:2015 standard drives us toward operating in a manner that is environmentally conscious AISC - Certified Fabricator: Our SkyWays® shade products are certified to the American Institute of Steel Construction (AISC), which demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our shade products. The Consumer Product Safety Commission (CPSC) is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds. It is our opinion we conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010 with noted exceptions. Additionally, we meet or exceed the CPSC's Consumer Products Safety Improvement Act (CPSIA) of 2008. The CPSIA specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare products. CSA Group: Nearly all of our playground and park equipment is certified to meet CAN/CSA-Z614-07, the Children's Playspaces and Equipment Standard, through IPEMA. IACET: We are approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET). IPEMA: We're proud to be a founding member of the International Play Equipment Manufacturers Association (IPEMA™), a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services, administered by TÜV SÜD America, validate our certification of conformance to the standards referenced below. • ASTM F1487-11, excluding sections 7.1.1, 10 and 12.6.1 - Standard Consumer Safety Performance Specification for Playground Equipment for Public use • CAN/CSA-Z614-07 excluding clauses 9.8, 10, and 11 - Children's Playspaces and Equipment Most of our playstructures are also designed to comply with the 2010 ADA Standard for Accessible Design.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	
		NO EXCEPTIONS REQUESTED	

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☑	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☑	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☑	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☑	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☑	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☑	2

ALL PURCHASE ORDERS, CONTRACTS,

PLAYGROUND CREATIONS
704 Berkeley Ave, Suite C
Atlanta, GA 30318
678-904-4080 FAX 404-367-9441

PROPOSAL

CONTACT: Phone:	**Dustin Graham, CPSI** **678-822-1890**	**DATE:**	11/24/2025
CUSTOMER: Phone:	**City of Alpharetta**	**DESTINATION:**	
SHIP TO: Address: City/ST/Zip eMail: Phone:	**Will Park Rec Center** **11925 Wills Road** **Alpharetta, GA 30009** lpritchard@alpharetta.ga.us	**FREIGHT/F.O.B.:** ☐ Prepaid ☐ Collect **Estimated Shipping Time: 6-8 Weeks**	
BILL TO: Address: City/ST/Zip Phone:	**City of Alpharetta** **2 Park Plz** **Alpharetta, GA 30009**	**Additional Notes: DOES NOT INCLUDE EWF SURFACING.**	

We are pleased to submit this proposal to supply the following items:

Project Name: **Wills Park Rec Center - Playground Replacement - OPTION 2**

QTY	ITEM NO.	DESCRIPTION	UNIT WEIGHT	UNIT PRICE	WEIGHT	EXTENDED AMOUNT
Equipment						
1	210739	Venti w/ Steel Posts	4435	$ 57,303.60	4,435	$ 57,303.60
				Total Weight	4,435	$ 57,303.60
						$ -
					Net Amount	$ 57,303.60
					6% Sourcewell Discount	$ (3,438.22)
					Installation	$ 16,618.04
					Freight	$ 2,872.75
					Sales Tax	$ -
					TOTAL	$ 73,356.18

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

ACCEPTED BY CUSTOMER

PRINT NAME

PROPOSED BY PLAYGROUND CREATIONS REPRESENTATIVE

Dustin Graham

"It is a happy talent to know how to play" - Ralph Waldo Emerson

FOR LSI USE ONLY	
24 Hour Call Prior To:	
Influencer:	
Rep #	

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

landscape structures

2025 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

ANY SURETY BONDS ISSUED PURSUANT TO ANY CONTRACT OR SELLER'S INVOICE SHALL NOT INCLUDE COVERAGE FOR THIS GUARANTEE OR WARRANTY BEYOND ONE YEAR.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: _____ President Date: 01/01/2025

Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:
Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 *(inside the U.S.A.)*
763.972.5200 *(outside the U.S.A.)*
playlsi.com

landscape structures®

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STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Meeting Date: December 1, 2025

AGENDA ITEM:

Memorandum of Understanding: City of Alpharetta and Northside Hospital, Inc.
Consideration of approval of the Memorandum of Understanding between the City of Alpharetta and Northside Hospital, Inc. to renew the partnered sponsorship program focusing on the Health and Wellness aspects of the City's Parks and Programs and to authorize the Mayor to execute all related documents.

STAFF RECOMMENDATION:

Approve, as presented, the Memorandum of Understanding between the City of Alpharetta and Northside Hospital, Inc. to renew the partnered sponsorship program focusing on the health and wellness aspects of the city's parks and programs and authorize the Mayor to execute all related documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $25,000.00 PER YEAR FOR THREE CONSECUTIVE YEARS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Northside Hospital MOU (Equipment & Facilities; 30161150-541500-C1926)	$15,000.00
Northside Hospital MOU (Programs - Seasonal Salaries; 10061650-511200-C1926)	$9,250.00
Northside Hospital MOU (Programs - FICA; 10061650-512200-C1926)	$750.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Northside Hospital MOU Grant (Equipment & Facilites; 30161150-371000-C1926)	$15,000.00
Northside Hospital MOU Grant (Programs; 10061650-371000-C1926)	$9,250.00
Northside Hospital MOU Grant (Programs; 10061650-371000-C1926)	$750.00

ITEM DESCRIPTION:

Background:
The City of Alpharetta has always strived to provide exceptional recreational programs that improve the quality of life for citizens. The Recreation, Parks & Cultural Services Department recognizes that offering classes and activities that promote health and wellness aids in meeting this initiative.

The leadership at Northside Hospital realizes that those with active régimes are more likely to live longer and healthier. As the hospital mainly serves North Fulton and South Forsyth residents, the organization's leadership believed it wise to foster community health and wellness programs to encourage people to live healthier lifestyles and to diminish sickness and disease.

With a shared desire to improve the overall health and wellness of residents in the North Fulton community, Northside Hospital and the City of Alpharetta have worked together to establish a partnership that would be mutually beneficial in achieving this goal.

In 2018, the city entered into an agreement in the form of a Memorandum of Understanding (MOU). Under the

MOU, Northside Hospital would offer a monetary sponsorship to the City of Alpharetta to be explicitly used for bolstering community health and wellness programs, facilities, equipment, and amenities. To date, the sponsorship has helped provide citizens with new and renovated equipment at Wills Park and the Greenway and made free health and wellness programs available to residents, which include yoga, aerobics, water-based exercise programs, walking programs, and the like. In exchange for the sponsorship, as was outlined in the MOU, the City erected signs throughout parks and trails to acknowledge Northside Hospital's sponsorship and exhibited gratitude through various media outlets.

Agreement for 2025-2028:

The Department of Recreation, Parks & Cultural Services staff have witnessed the benefit of the MOU (as stated above) and encourage renewal of the agreement for another term. Under the MOU attached hereto, Northside Hospital will continue to commit to a sponsorship of $25,000 per year for three consecutive years (for a total of $75,000) to strengthen community health and wellness programs, facilities, equipment, and amenities. In exchange, the City will continue to establish signage (where needed) acknowledging Northside Hospital's gracious donations and recognize the hospital via the Alpharetta Guidebook, Recreation, Parks & Cultural Services program guides, and social media posts related to any project in which Northside Hospital funds are used.

ALTERNATIVES:

There are two alternatives to this recommendation:

1. To discontinue the MOU between the City of Alpharetta and Northside Hospital for the partnered sponsorship program focusing on the health and wellness aspects of the city's parks and programs.
2. To deny or defer renewal of the MOU between the City of Alpharetta and Northside Hospital and direct staff to establish new terms for the MOU prior to approval.

ATTACHMENTS:

1. Northside Projects Presentation Updated (1)-1
2. City of Alpharetta - Northside Hospital MOU (2025-2028)

Alpharetta Recreation Parks & Cultural Services

- **Northside Hospital Sponsorship Overview**

Northside Hospital Funded Projects

Wills Park

Fitness Area

Project Funding: 2019
$39,140.00

Northside Hospital Funded Projects

Alpharetta Elementary School Playground

Project Funding: 2021
$40,000.00

Northside Hospital Funded Projects

Webb Bridge Park Fitness Equipment

Project Funding: 2021
$4,865.00

Northside Hospital Funded Projects

North Park

Bocce Ball Courts

Project Funding: 2021 - 2022

$9,779.00

Northside Hospital Funded Projects

Day Camp / Programming Electric Golf Cart

Project Funding: 2023

$12,647.00

Northside Hospital Funded Projects

Wills Park
Alpharastic Park
Natural Play Area

Project Funding: 2024
$5,979.00

Northside Hospital Funded Projects

Mayfield Road Park

Wood Repurposing

For Art Projects

Project Funding: 2024

$2,000.00

Northside Hospital Funded Projects

Alpha Loop
“Big Sky”
Art Project

Project Funding: 2024
$7,126.00

Northside Hospital Funded Projects

Programming / Community Events Electric Golf Cart

Project Funding: 2025
$15,000.00

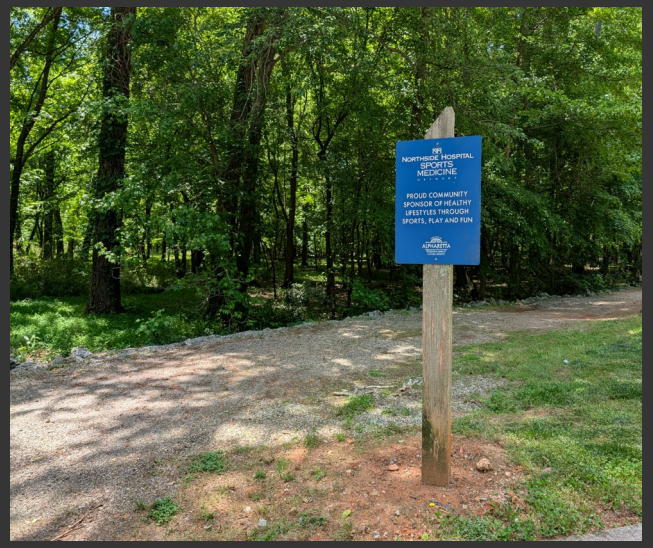
Northside Hospital Funded Projects

Northside Hospital Sponsorship Signage

Alpha Loop, Big Creek Greenway, Wills Park, North Park, Webb Bridge Park, Golf Carts, and Wills Park Pool

Project Funding: 2019 - 2025
$1,452.00

Northside Hospital Sponsorship Signs



Northside Hospital Funded Projects

Northside Hospital Sponsored Fun and Fitness Programs

NORTHSIDE HOSPITAL

Project Funding: 2019 – 2025
$73,206.00

ACTIVITIES

ENRICHMENT PROGRAMS

- COMMUNITY FRIST AID
- YOUTH CPR CLASSES
- YOUTH CPR CAMPS
- KILOMETER KIDS RUNNING CLASSES
- TREE CLIMBING
- TINKERGARTEN
- YOUTH BIKE RIDING CLASSES
- SUP WATER FITNESS
- TREE CLIMBING

COMMUNITY FREE FITNESS

- SILVER SPOKES (SENIOR BIKE RIDE)
- POWER HOUR ON TOWN GREEN EVENT
- ZUMBA WITH ERIKA
- LIFT YOGA
- YOGA WITH POA
- TOTAL FITNESS (STEP CLASS)
- CARDIO DANCE PAO
- ALPHARETTA BARRE
- YOGA WITH LILY

POWER HOUR

Uplift community fitness with Power Hour! A FREE fitness event with Alpharetta fitness companies.

- Burn Boot Camp
- Core57
- HorsePower Fitness
- JETSET
- PureBarre
- Zumba with Erika

With a total of 20-80 in attendance per event that is 6 month out of the year.

POWER HOUR

BIKE RALLY

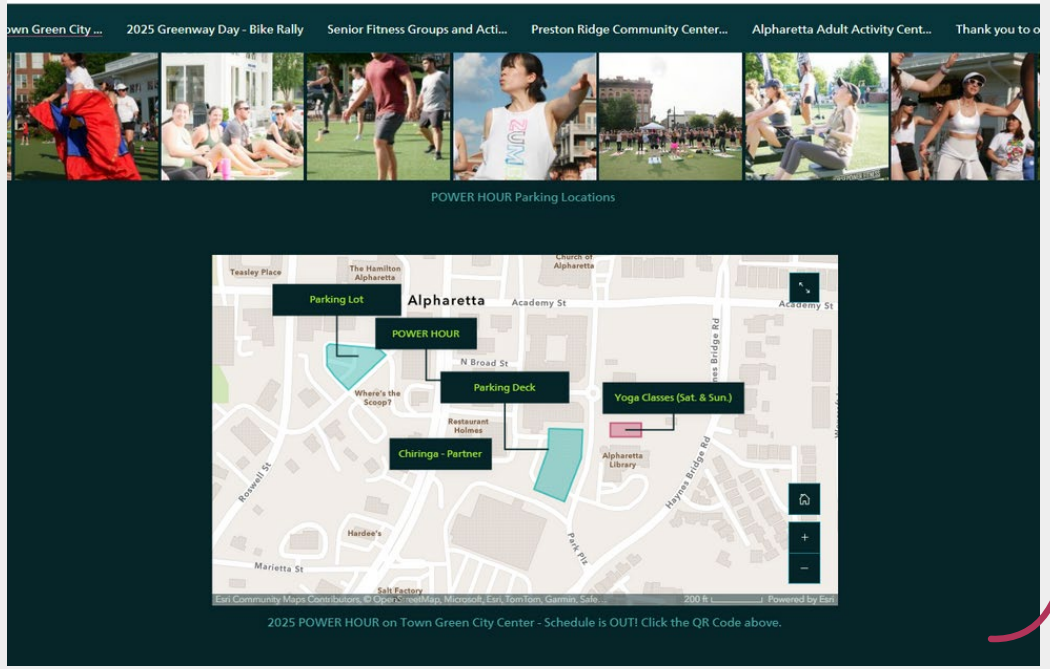
2025 Greenway Day Bike Rally

- helmet checks - if helmet did not fit or was broken...a complementary helmet was handed out.
- bike checks - were bike safe for riders? Proper height, reflectors, brakes, peddles....
- bike safety - understood park rules and road rules.
- youth obstacle course
- Greenway group ride

HEALTH AND WELLNESS

Communication to the public is through social media channels (Instagram, Facebook, X), signage (aframe, flyers, ptrifolds), newsletters, and ARC GIS story maps.

MARKETING



NEWSLETTER

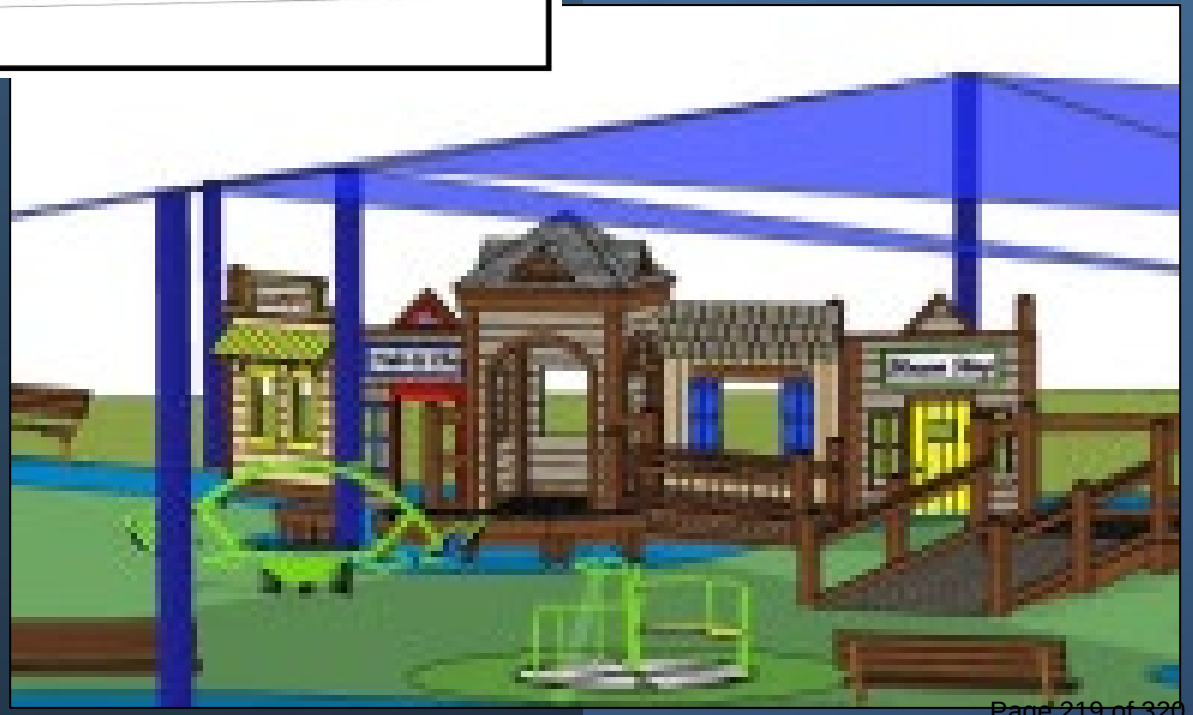
ARC GIS STORY MAPS

ZUMBA
ZUMBA

STRIDER

Field 5 Wills Park

Wacky World – Coming May 2026



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and effective this _____, day of _____, 2025 (the "Effective Date"), by and between **Northside Hospital, Inc.,** a Georgia nonprofit corporation, located at 1000 Johnson Ferry Rd, Atlanta, GA, 30342, USA ("Northside"), and the **City of Alpharetta**, a Georgia municipal corporation, located at 2 Park Plaza, Alpharetta, Georgia 30009 ("CoA"). Northside and CoA are sometimes referred to in this MOU individually as a "Party" or collectively as the "Parties."

WHEREAS, the CoA and Northside are concerned with the health and wellness of the Citizens of Alpharetta, and;

WHEREAS, Northside has the desire to be a part of the Alpharetta Community and improve the overall health of the Community, and;

WHEREAS, CoA has the desire to improve certain facilities that relate directly to the health and wellness of its citizens, and to expand free health related programs.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree as follows:

1. TERMS OF AGREEMENT.

1.1. Northside will donate $25,000.00 per year, beginning December, 2025, to CoA for three consecutive calendar years in the form of a check payable to the CoA each year (the "Annual Donation").

1.2. CoA will expend $15,000.00 each year of the Annual Donation to improve and/or enhance park facilities to include new equipment, renovated equipment, landscaping and signage.

1.3. CoA will expend $10,000.00 each year of the Annual Donation to offer free health and wellness programs throughout the CoA such as:

a. Yoga Instruction
b. Aerobic Instruction
c. Water-Related Exercise Instruction (during summer season)
d. Walking Programs
e. General Fitness Programs

1.4. CoA will install signage mutually agreed upon for verbiage and location by CoA and Northside which recognizes Northside at parks and facilities.

1.5. CoA will include Northside's official logo on all sponsored program materials and will include appreciation announcements in the Alpharetta Guidebook, in the Recreation, Parks & Cultural Services Department's program guides, and in social media posts related to facility improvements and established classes and programs as outlined in this MOU.

2. ADMINISTRATION.

2.1. The Parties place high value on regular, timely, and full communications between themselves, and commit themselves to ensuring strong communication links through their actions.

2.2. Each Party will designate a single point of contact to coordinate all activities between the Parties involved.

2.3. Unless otherwise provided for herein, this MOU does not impose specific program, resources, or budgetary obligations on either Party.

3. OTHER PROVISIONS.

3.1. **No Third-Party Beneficiaries.** There are no Third-Party beneficiaries to this MOU. No person or entity other than a Party to this MOU shall have any rights hereunder or any authority to enforce its provisions. Nothing in this MOU shall be deemed to waive either Party's sovereign or other immunity.

3.2. **Duration**. The term of the MOU shall be for a period of three years and shall take effect and be in full force on December 15, 2025.

3.3. **Severability.** In the event any part or provision of this MOU is held to be invalid, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect.

3.4. **Relationship Between the Parties.** In consideration of the mutual promises or services provided herein, both Parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the Parties hereto or as constituting an agency relationship in any manner whatsoever. The individual Parties are and shall remain independent entities with respect to all services performed under this MOU. Each Party represents that is has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing services under this MOU shall be the acts of the employees of that entity alone. Each Party agrees that in the performance of this MOU, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other Party to his MOU, including but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation, or Unemployment Compensation.

3.5. **Applicable Law.** This MOU shall be governed in all respects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

THE CITY OF ALPHARETTA
RECREATION, PARKS & CULTURAL SERVICES

MEMORANDUM OF

IN WITNESS WHEROF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first above written.

NORTHSIDE HOSPITAL, INC.

By: _____

Print Name: Ed Shaddix
Title: Director of Sports Medicine Outreach, Northside Hospital

CITY OF ALPHARETTA, GEORGIA

By: _____

Print Name: Jim Gilvin

Title: Mayor, City of Alpharetta

APPROVED AS TO CONTENT:

By:

_____

Print Name: Morgan Rodgers
Title: Director, Recreation, Parks, and Cultural Services Department

APPROVED AS TO FORM:

By:

_____
Attorney, Northside Hospital

APPROVED AS TO FORM:

By:

_____
Jennifer McCall, City Attorney

STAFF REPORT

Department: Police
Submitted By: Stephanie Cochran
Meeting Date: December 1, 2025

AGENDA ITEM:

Resolution: Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant Application

Consideration of adoption of a Resolution authorizing the submission of the 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant Application to the Bureau of Justice Assistance, U.S. Department of Justice.

STAFF RECOMMENDATION:

Staff recommends approval of the grant application and authorization for the Mayor, City Administrator, or designee to execute all required documents on behalf of the City.

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 OF THE PROJECT IS $89,724. IF AWARDED, THE GRANT WILL PROVIDE $44,862, AND THE CITY OF ALPHARETTA WILL BE REQUIRED TO PROVIDE A 50% MATCH IN THE AMOUNT OF $44,862.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
FY2025 (BWCPIP) Grant (Operating Grant Fund; 22031150-542100-TBD)	$44,862
FY2025 (BWCPIP) Grant Match (Capital Project Fund; 30131150-542100-TBD)	$44,862
Grant Match funding from Non-Allocated (Capital Project Fund; 30190200-579000)	-$44,862

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
FY2025 (BWCPIP) Grant (Operating Grant Fund; 22031150-331110-TBD)	$44,862.00
-	$0
-	$0

ITEM DESCRIPTION:

The Police Department requests approval to submit a grant application for the FY2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant. This program supports publicly funded law enforcement and correctional agencies in establishing or expanding body-worn camera (BWC) programs. Properly implemented BWC programs strengthen the evidentiary foundation for criminal prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers.

The Police Department collaborated with Witt O'Brien's to develop and submit the grant application under Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies, which provides support for the implementation or expansion of BWC programs in publicly funded state, local, tribal, and territorial law enforcement agencies. The grant application deadline was November 10, 2025.

This grant program requires cost sharing/matching funds. Federal funding will cover up to 50% of the total project

cost, not to exceed $2,000 per camera. The total project cost is $89,724, which includes 28 body-worn cameras at $3,204 per unit. If awarded, the grant will provide $44,862, and the City of Alpharetta will provide a 50% local match of $44,862.

The Police Department seeks to expand its Body-Worn Camera Program to enhance transparency, accountability, and public trust in law enforcement operations. The 28 additional cameras are needed to equip officers in the Criminal Investigations Division (CID), Administrative Division, and Community Services Division, who currently do not have assigned cameras. Expanding BWC deployment will ensure consistent documentation of police interactions, improve evidence collection, and further strengthen community confidence in policing practices.

Key project activities include the procurement of BWCs, integration with existing digital evidence management systems, officer training on proper use and policy compliance, and the implementation of operational protocols. The Police Department will lead the project and coordinate with technology partners to ensure seamless deployment.

Expected deliverables include the full deployment of 28 BWCs, comprehensive officer training, and operational readiness to expand video-based documentation. Anticipated outcomes include stronger evidentiary support for investigations, enhanced officer and community safety, and increased transparency and accountability in police interactions.

ALTERNATIVES:

Council could choose to deny the grant submission and the matching funds, in which case the grant application would be withdrawn.

ATTACHMENTS:

1. Resolution Body Worn Camera
2. Notice of Funding Opportunity - USDOJ
3. BWC Grant Submission 11062025

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA AUTHORIZING THE SUBMISSION OF THE FISCAL YEAR 2025 BODY WORN CAMERA POLICY AND IMPLEMENTATION PROGRAM GRANT APPLICATION

WHEREAS, the Bureau of Justice Assistance, U.S. Department of Justice made available funding under the Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) Grant; and

WHEREAS, such funds may be used to help purchase approved body-worn cameras for eligible law enforcement officers; and

WHEREAS, this application round is to fund body-worn cameras purchased on or after the award date of the grant; and

WHEREAS, the City of Alpharetta has applied for funding through this program; and

WHEREAS, the funding, if awarded, shall be utilized to help purchase new body-worn cameras for Alpharetta police officers; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

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

- The submission of the Fiscal Year 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) grant application is hereby authorized; and
- If the grant is awarded, the Mayor is hereby authorized to execute the award package.

SO RESOLVED this ____ day of December _____.

CITY OF ALPHARETTA

By: _____

Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

COUNCIL MEMBERS*

_____
Council Member Dan Merkel

_____
Council Member Donald F. Mitchell

VACANT

_____
Council Member Post 2

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein City Attorney

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

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Anticipated Total Amount To Be Awarded Under This Funding Opportunity: $22,820,940

Anticipated Award Ceiling: $2,000,000

Anticipated Period of Performance Duration: 36 months

Funding Opportunity Number: O-BJA-2025-172461

Deadline to submit SF-424 in Grants.gov: **October 27, 2025, by 11:59 p.m. Eastern Time**

Deadline to submit application in JustGrants: **November 3, 2025, by 8:59 p.m. Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172461
Assistance Listing Number	16.835

Executive Summary

The fiscal year (FY) 2025 Body-Worn Camera Policy and Implementation Program (BWCPIP) supports publicly funded law enforcement and correctional agencies in establishing or expanding body-worn camera (BWC) programs. Properly implemented BWC programs can strengthen the evidentiary foundation for criminal prosecutions, provide reliable documentation of officer-citizen encounters, and deter assaults on officers. Please see the Eligible Applicants section for the eligibility criteria.

- **Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies (Anticipated Award Amount: $2,000,000)**
  Category 1 supports the implementation or expansion of BWC programs in publicly funded state, local, tribal, and territorial law enforcement agencies, including projects led by multi-agency partnerships.

- **Category 2: Site-Based Awards to Publicly Funded Correctional Agencies (Anticipated Award Amount: $2,000,000)**
  Category 2 supports the implementation or expansion of BWC programs in publicly funded state, local, tribal, and territorial correctional agencies, including deployments within correctional agencies or among officers engaged in community supervision.

- **Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects (Anticipated Award Amount: $1,000,000)**
  Category 3 supports agencies with established BWC programs that are enhancing their capacity to manage, analyze, and share digital evidence from BWCs and other sources to improve prosecutorial efficiency and case outcomes.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect

American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	September 17, 2025
Pre-Application Webinar	Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.
SAM.gov Registration/Renewal	Recommend beginning process by September 26, 2025, and no later than October 13, 2025
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on October 27, 2025
Step 2: JustGrants Application Deadline	8:59 p.m. Eastern Time on November 3, 2025

Funding Details

- **C-BJA-2025-00065-PROD, Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies (including self-initiated partnership applications)**
  - Anticipated Number of Awards: 30
  - Anticipated Award Ceiling: $2,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months
- **C-BJA-2025-00066-PROD, Category 2: Site-Based Awards to Publicly Funded Correctional Agencies**
  - Anticipated Number of Awards: 6
  - Anticipated Award Ceiling: $2,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months
- **C-BJA-2025-00067-PROD, Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects**
  - Anticipated Number of Awards: 4
  - Anticipated Award Ceiling: $1,000,000
  - Anticipated Period of Performance Start Date: October 1, 2025
  - Anticipated Period of Performance: 36 months

Note: Applicants may propose a budget that is less than the anticipated award ceiling amount. The budget should be reasonable to conduct the proposed project and be within the applicant's capacity to manage.

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Full-Year Continuing Appropriations Act, 2025 (Pub. L. No. 119-4, Div. A, Secs. 1101(a)(2) and 1301(4), 139 Stat. 9, 10-11, 17; *see* Pub. L. No. 118-42, 138 Stat. 25, 149, para. 22)

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Phone: 866-606-8220
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

Pre-Application Webinar: Details about a webinar for this NOFO will be provided at a later date. Please be sure to check BJA's Upcoming Events for further information.

OJP Grant Application Resource Guide: Referred to as the "Application Resource Guide" throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.

ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - State governments
  - County governments
  - City or township governments
  - Special district governments
  - Native American Tribal governments (federally recognized)

- **Educational Organizations**
  - Independent school districts
  - Public and state-controlled institutions of higher education
- **Other**
  - Other units of local government
  - Publicly Funded Law Enforcement Agencies
  - Publicly Funded Correctional Agencies

State Government Entities: For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definitions:

- For this NOFO, "Other Entities" refers to an authorized agency or consortium that acts in an instrumental capacity to assist eligible law enforcement agencies perform law enforcement functions. Included are regional or state level authorities, such as State Administrating Agencies (SAAs).
- **Other Units of Local Government:** For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.
- **Publicly Funded Law Enforcement Agencies:** For the purposes of this NOFO, publicly-funded law enforcement agencies are law enforcement agencies funded by states, federally-recognized Tribes, or units of local government.
- **Publicly Funded Correctional Agencies:** For the purposes of this NOFO, publicly-funded correctional agencies are correctional agencies funded by states, federally-recognized Tribes, or units of local government.

Additional Applicant Eligibility Factors

In order to request a federal grant award under this program, an applicant that is a State or local government entity must submit a certification (using only the template provided in Appendix 1, entitled "Certification by the Chief Executive Officer (or senior official) of the Applicant Government." Tribal government entities and educational organizations (*e.g.*, public or state-controlled institutions of higher education) are not required to submit this certification. This certification is a basic minimum requirement of this funding opportunity, such that applications from applicants that are required to submit it and fail to do so, will be denied.

Also, such applicants should anticipate that awards to state or local government entities under this NOFO will include an award condition addressing compliance with 8 U.S.C. 1373.

Limit on Number of Applications

An applicant may submit more than one application provided that each application is under a different funding category and proposes a different project in response to the NOFO. An entity may be proposed as a subrecipient in more than one application.

Applications under which two or more entities (project partners) would carry out the federal award will be considered. However, only one entity may be the applicant for the NOFO; any others must be proposed as subrecipients. See the Application Resource Guide for additional information on subawards.

Cost Sharing/Match Requirement

Categories 1 and 2

Requires cost sharing/match. **Federal funding for awards cannot exceed $2,000 per BWC.**

Category 3

Does **not** require cost sharing/match.

Please see Program Description: Cost Sharing/Match Requirement for details on the match calculation and what types of contributions are acceptable.

PROGRAM DESCRIPTION

General Purpose of the Funding

The BWCPIP provides federal support to publicly funded law enforcement and correctional agencies for the purchase or lease of BWCs and the development of comprehensive BWC programs. Since its inception, BWCPIP has responded to growing demand for reliable, real-time video evidence in criminal investigations and prosecutions.

Law enforcement agencies across the country increasingly rely on BWC footage to enhance evidentiary documentation, improve prosecutorial outcomes, and document public encounters. BWCs also serve as a deterrent to assaults against officers and can help exonerate officers falsely accused of misconduct.

The FY25 BWCPIP NOFO offers three funding categories:

- **Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies**
  For state, local, tribal, and territorial law enforcement agencies seeking to establish or expand BWC programs. Applicants must demonstrate a clear plan for phased deployment, policy development, training, and integration of BWCs into agency operations. Applications from multi-jurisdictional partnerships or through an authorized instrumentality (e.g., SAA) are permitted under this category.

- **Category 2: Site-Based Awards to Publicly Funded Correctional Agencies**
  For state, local, tribal, and territorial correctional agencies seeking to implement or expand BWC deployment across correctional institutions, including deployments within correctional agencies or among officers engaged in community supervision. Applicants must outline how BWC use will support evidence collection, enhance officer safety, and align with agency policies and practices.

- **Category 3: Digital Evidence Management, Sharing, and Integration Demonstration Projects**
  For agencies with established BWC programs that are enhancing their capacity to manage, analyze, and share digital evidence across units or with external partners (e.g., prosecutors). Applicants must demonstrate an existing foundation in BWC use and clearly describe how the project will improve digital evidence workflows, increase prosecutorial readiness, or streamline cross-agency data sharing. This category is not intended for start-up efforts. Awards under this category may only be used for limited purchase or lease of BWC equipment if directly tied to the project's broader integration goals and the lease/purchase cost does not exceed 25% of the total federal award.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Detail Form for information on allowable and unallowable costs that may inform the development of their project design.

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP will provide priority consideration to applicants that propose (as applicable within the scope of this funding opportunity) projects designed to advance the goals listed below. Applicants seeking priority consideration should specify in the proposal narrative (and in the budget detail form, if applicable) which of the following goal(s) the project is intended to advance and how it will do so:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);

(b) Combatting violent crime;

(c) Supporting services to American citizens;

(d) Protecting American children;

(e) Supporting American victims of trafficking and sexual assault; and

(f) State/local law enforcement efforts that are coordinated with federal law enforcement efforts (including immigration law enforcement efforts)—at minimum as shown by—

> (1) compliance with 8 U.S.C. § 1373, which provides that state and local government entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity; and
>
> (2) having in place a statute, ordinance, rule, regulation, policy, or practice that is designed to ensure both— (A) that agents of the United States acting under color of federal law in fact are given access to any pertinent correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States; and (B) that, when any such facility receives from the U.S. Department of Homeland Security a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility in fact will honor such request and (as early as practicable) provide the requested notice to such Department.

Note: Addressing these priority areas is one of many factors that OJP considers in making funding decisions. Receiving priority consideration for one or more priority areas does not guarantee a funding award.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—

including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Program Goals and Objectives

Goal 1: Strengthen the evidentiary value of BWC footage in criminal investigations and prosecutions.

Objective 1.1: Promote agency policies that govern the secure capture, storage, and retention of BWC footage consistent with evidentiary standards.

Objective 1.2: Expand the integration of BWC footage into case management systems to improve prosecutorial review and courtroom presentation.

Objective 1.3: Support practices that streamline the transfer of digital evidence from law enforcement to prosecuting agencies.

Goal 2: Improve the operational effectiveness and safety of law enforcement and correctional personnel.

Objective 2.1: Encourage the strategic deployment of BWCs in high-risk operational settings to improve officer safety.

Objective 2.2: Support the use of BWC footage to exonerate officers following unfounded complaints or allegations of misconduct.

Goal 3: Advance agency-level capacity to manage and share digital evidence.

Objective 3.1: Promote scalable digital evidence management systems that allow for efficient storage, tagging, and retrieval of BWC footage.

Objective 3.2: Facilitate cross-agency collaboration in evidence sharing, including law enforcement-to-prosecutor and law enforcement-to-court workflows.

How Awards Will Contribute to Program Goals/Objectives

Award recipients will implement and/or enhance body worn camera programs that strengthen evidentiary documentation, improve prosecutorial outcomes, and enhance officer and citizen safety.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a grant recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives previously identified. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Award recipients will be expected to develop and submit the deliverables listed below in the course of implementing their proposed project.

For **Categories 1 and 2**, deliverables include:

- A copy of a final BWC policy, developed or finalized in collaboration with the selected TTA provider.

For **Category 3**, deliverables include:

- Documentation and copies of internal documents (e.g., policies, procedural manuals, operational assessment) that were produced with grant funds.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found in the Body-Worn Camera Policy and Implementation Program Questionnaire.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.

Cost Sharing/Match Requirements

Categories 1 and 2

Federal funds awarded under these categories of the funding opportunity require cost sharing or match from the award recipient. **Federal funding for awards cannot exceed $2,000 per BWC.** "Match" means the portion of project costs not paid by federal funds or contributions (*e.g.*, staff time not charged to the federal share of the budget, supplies provided by the recipient). Items provided as part of the match must support the fulfillment of proposed activities, be allowable costs under this funding opportunity, and have documentation of their value. The match may not be used for, and may not consist of, costs that are unallowable for this funding opportunity. See Application Contents, Submission Requirements, and Deadlines: Budget Detail Form for more details on this funding opportunity's unallowable costs.

Recipients must satisfy this match requirement with cash and/or in-kind contributions. "In-kind" contributions may be in the form of services, supplies, real property (*e.g.*, office space), and/or equipment.

Explanation of the Calculation

Categories 1 and 2 under this funding opportunity require a **match based on the total federal award amount**. Federal funds awarded under these categories require a 50 percent match from non-federal sources. For each federal dollar awarded, the recipient must provide one dollar toward the project costs. If an award recipient's proposed match is more than the required match amount and OJP approves the proposed budget, then that total match amount becomes part of the project budget, which is subject to audit.

How To Calculate Match

Formula					
Step 1	Award Amount	÷	% of Federal Share	=	Total (Adjusted) Project Cost
Step 2	Total (Adjusted) Project Cost	x	% of Recipient Share	=	Required Match
Example					
Match Requirement: 50/50 (Federal Share/Recipient Share) Federal Award Amount: $100,000					
Step 1	$100,000	÷	50% Federal Share	=	$200,000
Step 2	$200,000	x	50% Recipient Share	=	$100,000

See the Application Resource Guide for additional information on this match requirement and step-by-step instructions for entering match amounts in the budget.

Category 3

Federal funds awarded under this category of the funding opportunity do not require cost sharing/match.

APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifier (UEI) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is not subject to Executive Order (E.O.) 12372 (Intergovernmental Review). Applicants should answer section 19 by selecting, "Program is not covered by E.O. 12372."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.
3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A proposal abstract (no more than 2,000 characters) summarizing the proposed project must be completed in the JustGrants web-based form. The text from abstracts will be made publicly available on the OJP.gov and USASpending.gov websites if the project is awarded, so this section of the application should not contain any personally identifiable information (*e.g.,* the name of the project director).

The abstract should be in paragraph form without bullets or tables and written in the third person (*e.g.*, they, the community, their, themselves, rather than I or we). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (*i.e.*, what the project will do and why it is necessary).
- Where the project will take place (*i.e.*, the service area, if applicable).
- Who will be served by the project (*i.e.*, who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (*i.e.*, what the project will achieve).

See the Application Resource Guide for an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the inventory questions in their entirety in the web-based form in JustGrants.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 15 pages. Tables, charts, and graphic that are single-spaced or smaller than 12-point size font are permissible. Applicant should make certain they are legible. If the Proposal Narrative does not comply with these restrictions, OJP may consider such noncompliance in peer review and in final award decisions.

Sections of the Proposal Narrative: The Proposal Narrative must include the six sections listed below. If the applicant seeks priority consideration, the Proposal Narrative must state which priority goal(s) the applicant's project will advance and describe how (see section Agency Funding Priorities under Program Description).

1. Description of the Need: What critical issue or problem is the applicant proposing to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.

For **Categories 1 and 2 only**, applicants also must:

- Specify the number of BWCs to be purchased or leased with grant funds.
- Indicate whether the proposed program is a pilot, a new agency-wide deployment, an expansion to additional personnel, a replacement of aging equipment, or a combination thereof.

2. Project Goals and Objectives: How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what the applicant hopes to accomplish).
- Project objectives (objectives are specific outcomes the applicant plans to achieve through project activities).
- How the applicant's goals and objectives relate to the goals and objectives of the NOFO.

3. Project Design and Implementation: How will the applicant implement project activities that meet the goals and objectives? Please include:

- What activities the applicant will conduct to achieve the proposed goals and objectives.
- How the applicant will deliver or complete those activities.
- When the activities will take place.
- Who in the applicant's organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If the applicant plans to use subrecipients to help conduct the project, please name them (if they are known) or describe how the applicant will identify them. Please describe their role in conducting project activities.

4. Capabilities and Competencies: What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- A short description of the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
- A description of projects or activities the applicant organization has conducted, or is currently conducting, that demonstrate the applicant's ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

5. Plan for Collecting Performance Measure Data: Describe how the applicant will track, manage, and report performance data, including:

- The individual(s) responsible for data collection and reporting.
- Methods for measuring performance and evaluating project outcomes.
- How performance data will inform project management and continuous improvement.

6. Sustainability: Describe how the project or technology will continue to operate and be maintained once the award funding has ended.

This plan should not assume that additional funding under this program is available after the award period, and it should identify state, local, or possibly private funding to ensure the program or technology continues.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget and Associated Documentation: Budget Detail Form

The applicant will complete the JustGrants budget detail form. The form collects the individual costs under each cost category needed to implement the proposed project. Applicants should ensure that the name/description of each cost is clear and provide the detailed calculation (*e.g.*, cost per unit and number of units) for the total cost. Applicants should enter additional narrative, as needed, to fully describe the cost calculations and connection to the project goals and objectives (including, if applicable, describing connections to OJP priority goals).

Budget proposals should include the funding needed to implement the proposed activities. In preparing their budget proposals, applicants should consider what types of costs are allowable, if awarded funding. Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the project funded under the federal award and when they comply with the funding statute and agency requirements, including the conditions of the award and the cost principles set out in 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide.

For Category 1 and 2 applicants, all budgets must include the total number of BWCs to be acquired with grant funds (federal and matching).
Quotes from BWC vendors may be used for budget planning purposes and may be attached to JustGrants application. If such documentation is provided, it is understood that these serve as cost estimates. *Should an applicant be awarded, no assumption should be made that OJP or BJA approved of or endorsed the vendor quotes submitted with the application*.

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical

steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): If an applicant proposes to hire employees with federal award funds, for any award of more than $250,000, the recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. Applicants may request a waiver from this requirement by submitting the appropriate form. See the Application Resource Guide for information on the "Limitation on Use of Award Funds for Employee Compensation for Awards over $250,000; Waiver."

Disclosure of Process Related to Executive Compensation (if applicable):

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Memorandum of Understanding (MOU) (if applicable)

For each named partner involved in the project (whether as a subrecipient that will receive federal funds to carry out part of the federal award, or otherwise), applicants should include a signed Memorandum of Understanding (MOU) or a letter of intent that confirms the partner's agreement to support the project through commitments of staff time, space, services, or other project needs. MOUs or letters of intent demonstrate the commitment of partner organizations to participate in the project. An MOU is a formalized commitment of staff and/or resources that is

signed by authorized representatives of both partner organizations. A letter of intent indicates the organizations' intention to partner, but the details of the commitment have not been fully worked out and officially agreed to.

Each MOU should include the following:

- Names of the organizations involved in the agreement.
- What service(s) and other work will be performed under the agreement by what organization.
- Duration of the agreement.

MOUs should be submitted as one separate attachment to the application.

Unsigned draft MOUs may be submitted with the application, but the applicant should describe in a cover page to the attachment why it is unsigned.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Curriculum Vitae or Resumes:** Provide resumes of key personnel who will work on the proposed project or a description of the experience and skills of key personnel necessary to implement the project.

- **Letters of Support:** A letter of support is from an entity or individual that knows the applicant's work. The letter tends to speak to the applicant's capacity to implement their proposed project. It differs from an MOU in that the entity is not committing staff, services, or supplies to help the applicant implement the project. Applicants should include, for each named supporting entity, a signed letter of support that outlines the supporting entity's reasons for supporting the project.

  Each letter of support may include descriptions of the following:

  - Relationship between the applicant entity and the supporting entity.
  - Need for and benefits that would be gained from the project.
  - Applicant's capacity to complete the proposed project.

  Letters of support should be signed and submitted as one separate attachment to the application in JustGrants.

- **Timeline:** Provide a timeline listing key activities and milestones, and the quarters during which they will take place.

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees: If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the Certify and Submit feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**
    - A description of the technical difficulties experienced (provide screenshots if applicable).
    - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).
    - An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
    - The applicant's unique entity identifier (UEI).
    - Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.
3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact INSERT the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.

APPLICATION REVIEW

Responsiveness (Basic Minimum Requirements) Review

OJP screens applications to ensure they meet the basic minimum requirements (BMR) prior to conducting the merit review. Following are the basic minimum requirements for this funding opportunity. If OJP determines that an application does not include these elements, it will not proceed to merit review and will not receive any further consideration.

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.
- The application is eligible based on the details in the Limit on Number of Applications section of this NOFO.
- The following application elements are included:
  - SF-424 (Grants.gov)
  - Proposal Narrative (JustGrants)
  - Budget detail form, which includes the budget items, their calculations, and explanation (JustGrants)
  - *Applicant State or local government entities only:* Certification by the Chief Executive Officer (or senior official) of the Applicant Government (using Appendix 1 template)

Applicants whose application fails to meet the BMR are provided notice (including an appropriate point of contact for questions) within a few weeks after the submission due date.

Merit Review Criteria

Peer Review Criteria

Applications that meet the basic minimum requirements will be evaluated for technical merit by peer reviewers based on how the proposed project/program addresses the following criteria:

- **Statement of the Problem/Description of the Issue (5%):** What critical issue or problem the applicant is proposing to address with this project.
- **Project Goals and Objectives (35%):** How the proposed project will address the identified need and the purpose of the funding opportunity.
- **Project Design and Implementation (25%):** The strength of how the applicant will implement activities, including the soundness of the project design and how the activities align to the stated goals and objectives.
- **Capabilities and Competencies (25%):** The applicant's administrative and technical capacity to successfully complete this project.
- **Budget (10%):** Completeness and cost effectiveness.

Programmatic and Financial Review Criteria

After the peer review, applications undergo additional programmatic and financial reviews. OJP staff may reach out to applicants during the programmatic or financial review if a submitted form is incomplete or needs to be updated. Note that OJP staff are not authorized to provide information on peer review scores or comment on programmatic, risk, or budget/financial reviews while the merit review is in progress.

In addition to BMR and peer review criteria, other important considerations for OJP include geographic coverage, strategic priorities (including, but not limited to, the priority areas already mentioned, if applicable), available funding, past performance, and the extent to which the budget detail form accurately explains project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles. If cost sharing/match is not required for this opportunity, applicants will not receive higher consideration by proposing a voluntary match contribution in their budget.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in the removal of an applicant from consideration or selection for award, or it may result in additional post-award conditions and oversight for an awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only peer review ratings and program office recommendations, but also other factors as indicated in the “Application Review” section to make final award decisions. For additional information on the application review process, see the Application Resource Guide.

AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. The Authorized Representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

Applicants not selected for an award will receive notification after all award recipients have been notified. OJP also provides unsuccessful applicants with a summary of peer reviewer comments.

Future Funding Opportunities

OJP may, in certain cases, provide additional funding in future years to awards made under this funding opportunity through continuation awards. When making continuation award decisions, OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and the progress of the work funded under the award.

Applications submitted under this FY 2025 funding opportunity may be funded in future fiscal years, dependent on, among other considerations, the merit of the applications and the availability of appropriations.

POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent, and in appropriate cases, OJP may require additional reports.

Performance Measure Reporting

Award recipients are required to submit performance measure data and performance reports in JustGrants on a semi-annual basis. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP’s Legal Overview—FY 2025 Awards webpage under the

"Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

This application checklist has been created as an aid in developing an application. For more information, reference the "OJP Application Submission Steps" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period. Submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under "OJP Application Submission Steps" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Detail Form), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirements).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
    - A submission receipt
    - A validation receipt
    - A grantor agency retrieval receipt
    - An agency tracking number assignment
- If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the OJP Response Center at 800-851-3420, 202-353-5556, or OJP.ResponseCenter@usdoj.gov or the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
    - Entity and User Verification (first-time applicants)
    - Standard Applicant Information
    - Proposal Abstract
    - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
    - Agency Funding Priorities Inventory
- Upload the Proposal Narrative.*
- Complete the budget detail form.*
- Upload other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
    - Applicant State or local government entities only: Upload properly-executed Certification by the Chief Executive Officer (or senior official) of the Applicant Government, using only the certification template provided in the specified Appendix to this NOFO.*
- Complete the required disclosures and assurances:
    - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
    - Disclosure of Duplication in Cost Items
    - DOJ Certified Standard Assurances
    - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

Note: Items designated with an asterisk must be submitted for an application to meet the basic minimum requirements review. If OJP determines that an application does not include the designated items, it will neither proceed to peer review nor receive further consideration.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.
- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.

(3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 *(see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa *(cf.* 42 U.S.C. § 901(a)(2)).

(4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government	Date of Certification
Printed Name of Chief Executive Officer (or senior official)	Title of Chief Executive Officer (or senior official)

Name of Applicant Government Entity

Standard Applicant Information

Project Information

Project Title
FY25 Body-Worn Camera Expansion

Proposed Project Start Date
10/1/25

Proposed Project End Date
10/31/28

Federal Estimated Funding (Federal Share)
44862.0

Applicant Estimated Funding (Non-Federal Share)
44862.0

Program Income Estimated Funding
0.0

Total Estimated Funding
89724.0

Areas Affected by Project (Cities, Counties, States, etc.)

No items

Type Of Applicant

Type of Applicant 1: Select Applicant Type:
C: City or Township Government

Type of Applicant 2: Select Applicant Type:
—

Type of Applicant 3: Select Applicant Type:
—

Other (specify):
—

Application Submitter Contact Information

Application POC Prefix Name
—

Application POC First Name
Stephanie

Application POC Middle Name
—

Application POC Last Name
Cochran

Application POC Suffix Name
—

Organizational Affiliation
City of Alpharetta Police Department

Title
Budget / Finance Coordinator

Email ID
scochran@alpharetta.ga.us

Phone Number

Fax Number

678-297-6346 ——

ORINumber

——

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (3)

Name	Date Added
manifest.txt	10/22/25
Form SF424_4_0-V4.0.pdf	10/22/25
GrantApplication.xml	10/22/25

Authorized Representative

Authorized Representative Information

Prefix Name

——

First Name	Middle Name	Last Name	Suffix Name
STEPHANIE	——	COCHRAN	——

Title

Budget / Finance Coordinator

Verify Legal Name, Doing Business As, and Legal Address

Legal Name

CITY OF ALPHARETTA

Doing Business As

UEI

GKW5HJAHNJJ2

Legal Address
Street 1

2 PARK PLAZA

Street 2

City	State	Zip/Postal Code
ALPHARETTA	GA	30009

CongressionalDistrict	Country
07	USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

STEPHANIE COCHRAN

Certification Date / Time

11/06/2025 07:17 AM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
   a. Contact your Entity Administrator.
   b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract *

The City of Alpharetta Police Department would like to expand its Body Worn Camera (BWC) Program to enhance transparency, accountability, and public trust in law enforcement operations. This grant project will fund twenty-eight (28) additional body-worn cameras (BWCs) for officers in the Criminal Investigative Division (CID), administrative division, and Community Services division. Expanding BWC deployment is necessary to ensure consistent documentation of police interactions, improve evidence collection, and strengthen community confidence in policing practices.

The City of Alpharetta Police Department is committed to advancing officer safety while strengthening public trust and service delivery across the community. This program will directly support officers involved in investigative, administrative, and community policing roles, equipping them with tools that enhance situational awareness and accountability. The broader community, including residents, visitors, and businesses, will benefit from improved public safety and increased transparency, both of which will be reinforced and documented through video technology.

Key activities include procurement of twenty-eight BWCs, integration with existing digital evidence management systems, officer training on proper use and policy compliance, and implementation of operational protocols. The City of Alpharetta Police Department will lead the project, leveraging internal resources and technology partners to ensure seamless deployment.

Key deliverables of this initiative include the full deployment of twenty-eight BWCs, comprehensive officer training, and operational readiness to expand video-based documentation of law enforcement activities. Anticipated outcomes include stronger evidentiary support for criminal investigations, enhanced safety for both officers and community members and strengthened public trust through greater transparency and accountability in law enforcement

interactions.

Data Requested with Application *

- **Financial Management and System of Internal Controls**
- **Funding Priority Inventory 2**

Proposal Narrative *

Name	Category	Created by	Date Added
Alpharetta BWC Narrative.pdf	Proposal Narrative	STEPHANIE COCHRAN	11/5/2025 2:18 PM

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Disclosure of Process Related to Executive Compensation

No documents have been uploaded for Disclosure of Process Related to Executive Compensation

Additional Attachments

Name	Category	Created by	Date Added
Q135710 Alpharetta 28 BWC expansion from a grant 10.24.25.pdf	Budget Other	STEPHANIE COCHRAN	11/5/2025 3:26 PM

Budget and Associated Documentation

Budget Category	Year 1	Total
Personnel	$0	$0
Fringe Benefits	$0	$0
Travel	$0	$0
Equipment	$89,724	$89,724
Supplies	$0	$0
Construction	$0	$0
SubAwards	$0	$0

Procurement Contracts	$0	$0
Other Costs	$0	$0
Total Direct Costs	$89,724	$89,724
Indirect Costs	$0	$0
Total Project Costs	$89,724	$89,724
Federal	$44,862	$44,862
Non-Federal	$44,862	$44,862

Budget Totals

	Total	Percentage
Total Project Cost	$89,724	
Federal Funds	$44,862	50.00%
Non-Federal Amount	$44,862	50.00%
Match Amount	$44,862	50.00%
Program Income	$0	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? No

Personnel

Instructions

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the narrative section, please provide a specific description of the responsibilities and duties for each position, and explain how the responsibilities and duties support the project goals and objectives outlined in your application.

Year 1

Year 1

Personnel Detail

Name	Position	Salary	Rate	Time Worked	Percentage of Time (%)	Total Cost
No items						

Personnel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Fringe Benefits

Instructions

Fringe benefits should be based on the actual known costs or an approved negotiated rate by a Federal Agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in Personnel budget category listed and only for the percentage of time devoted to the project. In the narrative section, please provide a specific description for each item

Year 1

Fringe Benefit Detail

Name	Base	Rate (%)	Total Cost
No items			

Fringe Benefits Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Travel

Instructions

Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at $X airfare, $X lodging, $X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. Note: Travel expenses for consultants should be included in the “Consultant Travel” data fields under the “Subawards (Subgrants)/Procurement Contracts” category. For each Purpose Area applied for, the budget should include the estimated cost for travel and accommodations for two staff to attend two three-day long meetings, with one in Washington D.C. and one in their region, with the exception of Purpose Area 1, which should budget for one meeting in Washington D.C, and Purpose Areas 6 and 7, which should budget for 3 meetings within a 3 year period, with 2 in Washington D.C, and 1 within their region. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Travel Detail

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost	Non-Federal Contribution	Federal Request
No items										

Travel Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Equipment

Instructions

List non-expendable items that are to be purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category Applications should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Sub awards" (Sub grants)/Procurement Contracts" category. In the budget narrative, explain how the equipment is necessary for the success In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Equipment Detail

Equipment Item	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
Shipping	1.00	$25.00	$25.00	$25.00	$0.00
Magnet Mount	28.00	$75.00	$2,100.00	$2,100.00	$0.00
90 degree lenses	28.00	$885.00	$24,780.00	$885.00	$23,895.00
EOS Cameras	28.00	$2,243.50	$62,818.00	$41,851.50	$20,966.50

Equipment Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$89,724	$44,862	$44,862

Additional Narrative

The discount on the original quote (attached to this application) was removed from the total cost.

Supply Items

Instructions

List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than $10,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Supply Item Detail

Purpose of Supply Items	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
No items					

Supplies Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Construction

Instructions

As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with the DOJ grant-making component before budgeting funds in this category. In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Construction Detail

Purpose of Construction	Description of Work	# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
No items						

Construction Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Subawards

Instructions

Subawards (see "Subaward" definition at 2 CFR 200.92) : Provide a description of the Federal Award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to the application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category Subawards (Subgrants) Contracts by including the label "(subaward)" with each subaward category.

Year 1

Subaward (Subgrant) Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request

No items

Subawards Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Add Consultant Travel

Procurement contracts (see "Contract" definition at 2 CFR 200.22): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000) for prior approval. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of $650 per day require additional written justification, and must be pre-approved in writing by the COPS Office if the consultant is hired via a noncompetitive bidding process. Please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application. Please visit https://cops.usdoj.gov/grants for a list of allowable and unallowable costs for this program.

Instructions

Procurement contracts (see "Contract" definition at 2 CFR 200.1): Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant's formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for noncompetitive procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at $250,000).

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Written prior approval and additional justification is required for consultant fees in excess of the DOJ grant-making component's threshold for an 8-hour day.

In the narrative section, please provide a specific description for each item, and explain how the item supports the project goals and objectives outlined in your application.

Year 1

Procurement Contract Detail

Description	Purpose	Consultant	Country	State/U.S. Territory	City	Total Cost	Non-Federal Contribution	Federal Request
No items								

Do you need Consultant Travel?

No

Procurement Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Other Direct Costs

Instructions

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.

Year 1

Other Cost Detail

Description	Quantity	Basis	Costs	Length of Time	Total Costs	Non-Federal Contribution	Federal Request
No items							

Other Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Indirect Costs

Instructions

Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the "de minimis" rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement). If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) All requested information must be included in the budget detail worksheet and budget narrative. In order to use the "de minimis" indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.

Year 1

Indirect Cost Detail

Description	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
No items					

Indirect Costs Total Cost	Total Non-Federal Amt (Match or Prog Inc)	Total Federal Amount
$0	$0	$0

Additional Narrative

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

Name	Category	Created by	Date Added
2022.10 DEA FIT Mou Signed $28Valid til 2026.10$29.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	STEPHANIE COCHRAN	11/5/2025 3:29 PM
2020 JTTF MOU.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	STEPHANIE COCHRAN	11/5/2025 3:29 PM
2023 HIDTA Equitable Sharing MOU valid through 2026.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	STEPHANIE COCHRAN	11/5/2025 3:29 PM
2022 ICAC Mou.pdf	Memoranda of Understanding (MOUs) and Other Supportive Documents	STEPHANIE COCHRAN	11/5/2025 3:29 PM

Additional Application Components

Curriculum Vitae or Resumes

Name	Category	Created by	Date Added
Chief Lindgren Resume.pdf	Curriculum Vitae or Resumes	STEPHANIE COCHRAN	11/5/2025 3:30 PM
Jonathan Hickel Resume.pdf	Curriculum Vitae or Resumes	STEPHANIE COCHRAN	11/5/2025 3:30 PM

Letters of Support

Name	Category	Created by	Date Added
Chief Lindgren LOS	Letters of Support	STEPHANIE COCHRAN	11/5/2025 3:30 PM

BWC.pdf			
Name	**Category**	**Created by**	**Date Added**
CID BWC Support Letter.pdf	Letters of Support	STEPHANIE COCHRAN	11/5/2025 3:30 PM
Name	**Category**	**Created by**	**Date Added**
Alpharetta Jail LOS - signed.pdf	Letters of Support	STEPHANIE COCHRAN	11/5/2025 3:30 PM

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances *

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34

U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge *

Signed

SignerID

scochran@alpharetta.ga.us

Signing Date / Time

11/5/25 3:33 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing *

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation,

renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an

explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;
(2) The Applicant's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department,

including by its Office of the Inspector General.

Please Acknowledge *

Certified

SignerID

scochran@alpharetta.ga.us

Signing Date / Time

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Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.

2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.

3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and

representation, and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18

U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge *

Signed

SignerID

scochran@alpharetta.ga.us

Signing Date / Time

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Other

No documents have been uploaded for Other

Certified

STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: December 1, 2025

AGENDA ITEM:

Approval Directing the City Administrator to Negotiate with Other North Fulton Cities Regarding the Future Use of the Alpharetta Jail

Consideration of approval of a motion to direct the city administrator to discuss and negotiate future Intergovernmental Agreements with the cities of Johns Creek, Milton and Roswell for future use of the newly opened Alpharetta Jail and to bring agreements back to the CIty Council for consideration.

STAFF RECOMMENDATION:

Approve a motion to direct the city administrator to discuss and negotiate future Intergovernmental Agreements with the cities of Johns Creek, Milton and Roswell for future use of the newly opened Alpharetta Jail and to bring agreements back to the CIty Council for consideration.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Fulton County Sheriff terminated the Intergovernmental Agreement for jail services and no longer operates the Alpharetta Jail. When it was being operated, it was available to Alpharetta, Johns Creek, Milton and Roswell for use. Today, it is the only local jail facility in north Fulton. We will be opening it with city jail staff in December 2025. When it opens, it will be usable by the Alpharetta Police Department only.

The other north Fulton cities have expressed interest in discussing the regionalization of the facility and have indicated their desire to approve Intergovernmental Agreements between Alpharetta and the other cities to begin using it again. The adoption of this motion would be to approve further negotiations with the other north Fulton cities and signal our intent in a more formal way of our intent. Because our facility is the only one currently constructed in north Fulton, the other cities (like us) are without the use of a jail presently, and if it isn't our intent to consider regionalization, many of them will be forced to evaluate other options.

Approval of this motion would not be approval of any Intergovernmental Agreement, but would allow our sister cities that have relied on the jail for decades to understand our intent going forward.

ALTERNATIVES:

The alternative is to open the Alpharetta Jail for use only by the city police department.

ATTACHMENTS:

STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 1, 2025

AGENDA ITEM:

Resolution: Declaring Results of the 2025 General Municipal Election
Consideration of adoption of a Resolution declaring the results of the Non-Partisan General Municipal Election Held on November 4, 2025.

STAFF RECOMMENDATION:

Adopt a Resolution declaring the results of the Non-Partisan General Municipal Election Held on November 4, 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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

The Fuiton County Board of Registration and Election provided the City with certified elections results of the November 4, 2025 General Municipal Election, which were as follows:

City Council – Post 1
Kirk Driskell – 8,520

City Council – Post 2
Bart Dean – 1,519
Donna Shaw Murphy – 3,647
Katie Reeves – 5,189

City Council – Post 3
Douglas J. DeRito – 5,901
Tate Holcombe – 4,131

Attached is a resolution declaring the results of this year's election for City Council Posts 1, 2, and 3.

ALTERNATIVES:

Do not adopt the resolution as proposed, and provide alternative language.

ATTACHMENTS:

1. Resolution Declaring November 4 2025 Election Results

RESOLUTION NUMBER:

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA DECLARING THE RESULTS OF THE NON-PARTISAN GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2025

WHEREAS, pursuant to O.C.G.A § 21-2-9, General Municipal Elections shall be held on the Tuesday next following the first Monday in November in each odd-numbered year. As such, a General Municipal Election was called to be held in the City of Alpharetta on Tuesday, November 4, 2025 to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each; and

WHEREAS, due and proper legal notice of the election was provided as required by law; and

WHEREAS, the City contracted with Fulton County for the County to conduct the election on behalf of the City; and

WHEREAS, the City conducted candidate qualifying during August 18 through August 20, 2025, by which individuals qualified to run for City Council Posts 1, 2, and 3; and

WHEREAS, the election was held on November 4, 2025 at regular polling places within the City; and

WHEREAS, the Fulton County Board of Registration and Elections certified on November 10, 2025 that the results of the City's General Municipal Election were as follows:

City Council – Post 1
Kirk Driskell – 8,520

City Council – Post 2
Bart Dean – 1,519
Donna Shaw Murphy – 3,647
Katie Reeves – 5,189

City Council – Post 3
Douglas J. DeRito – 5,901
Tate Holcombe – 4,131

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

- The results of the election, as set forth above and attached hereto as "Exhibit A", are hereby declared as the results of the City's November 4, 2025 General Municipal Election.

SO RESOLVED this 1st day of December 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

VACANT

_____
Council Member Brian Will

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Fergal M. Brady

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____
Molly Esswein, City Attorney

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

EXHIBIT A

City of Alpharetta

CERTIFICATION OF RETURNS
Special General Election
November 4, 2025

COUNTY OF Fulton
STATE OF GEORGIA

Upon certification:

We, the undersigned Board of Elections/Registrars, Superintendent/Supervisor of Elections and designees, do jointly and severally certify that the attached Election Results Summary is a true and correct count of the votes cast in this County for the candidates in the General Election.

In TESTIMONY WHEREOF, we have hereunto set our hand, in ink, and official seal this 10 day of November, 2025.

Attest:

Superintendent/Supervisor of Elections

ATTACH EMS ELECTION SUMMARY/STATEMENT OF VOTES CAST

Attach copies to this consolidated certification and summary report and provide as follows:
1. Original: Secretary of State
2. Copy: Posted at the Elections Office
3. Copy: File in the permanent record in the Superintendent's Office
4. Copy: Clerk of Superior Court (Sealed) Pursuant to O.C.G.A § 21-2-500

Pursuant to O.C.G.A § 21-2-497

The formatting of this document may not be altered in any way

This form Pursuant to O.C.G.A § 21-2-493.

Election Summary Report

General Election

Fulton

November 04, 2025

Summary for: Alpharetta City Council Post 1, Alpharetta City Council Post 2, Alpharetta City Council Post 3, All Precincts, All Tabulators, All Counting Groups

Official and Complete

Registered Voters: 226,060 of 719,797 (31.41%)

Ballots Cast: 226,060

Alpharetta City Council Post 1 (Vote for 1)

	Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast	5,521	5,776	91	3	11,391 / 43,623	26.11%
Undervotes	1,333	1,510	26	2	2,871	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Kirk Driskell		4,188	4,266	65	1	8,520	100.00%
Total Votes		4,188	4,266	65	1	8,520	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	187	176	2	0	365	

Alpharetta City Council Post 2 (Vote for 1)

	Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast	5,521	5,776	91	3	11,391 / 43,623	26.11%
Undervotes	541	481	12	2	1,036	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Bart Dean		830	679	10	0	1,519	14.67%
Donna Shaw Murphy		1,676	1,942	28	1	3,647	35.22%
Katie Reeves		2,474	2,674	41	0	5,189	50.11%
Total Votes		4,980	5,295	79	1	10,355	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	53	38	1	0	92	

Alpharetta City Council Post 3 (Vote for 1)

	Election Day	Advance Voti	Absentee by	Provisional	Total	
Times Cast	5,521	5,776	91	3	11,391 / 43,623	26.11%
Undervotes	662	681	14	2	1,359	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Douglas J. DeRito (I)		2,788	3,063	49	1	5,901	58.82%
Tate Holcombe		2,071	2,032	28	0	4,131	41.18%
Total Votes		4,859	5,095	77	1	10,032	

	Election Day	Advance Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	53	48	1	0	102	

Statement of Votes Cast

General Election

Fulton

November 04, 2025

SOVC for: Alpharetta City Council Post 1, Alpharetta City Council Post 2, Alpharetta City Council Post 3, 013 - Alpharetta LRG, All Counting Groups

Official and Complete

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	4,881	609	609	12.48%
Advance Voting	4,881	512	512	10.49%
Absentee by Mail	4,881	3	3	0.06%
Provisional	4,881	1	1	0.02%
Total	4,881	1,125	1,125	23.05%
AP01B				
Election Day	1,405	130	130	9.25%
Advance Voting	1,405	154	154	10.96%
Absentee by Mail	1,405	0	0	0.00%
Provisional	1,405	0	0	0.00%
Total	1,405	284	284	20.21%
AP01C				
Election Day	2,241	302	302	13.48%
Advance Voting	2,241	310	310	13.83%
Absentee by Mail	2,241	5	5	0.22%
Provisional	2,241	0	0	0.00%
Total	2,241	617	617	27.53%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
AP01D				
Election Day	1,000	127	127	12.70%
Advance Voting	1,000	82	82	8.20%
Absentee by Mail	1,000	0	0	0.00%
Provisional	1,000	0	0	0.00%
Total	1,000	209	209	20.90%
AP021				
Election Day	3,057	452	452	14.79%
Advance Voting	3,057	510	510	16.68%
Absentee by Mail	3,057	6	6	0.20%
Provisional	3,057	0	0	0.00%
Total	3,057	968	968	31.67%
AP022				
Election Day	1,960	228	228	11.63%
Advance Voting	1,960	242	242	12.35%
Absentee by Mail	1,960	8	8	0.41%
Provisional	1,960	0	0	0.00%
Total	1,960	478	478	24.39%
AP023				
Election Day	901	93	93	10.32%
Advance Voting	901	93	93	10.32%
Absentee by Mail	901	1	1	0.11%
Provisional	901	0	0	0.00%
Total	901	187	187	20.75%
AP02B				
Election Day	714	75	75	10.50%
Advance Voting	714	60	60	8.40%
Absentee by Mail	714	6	6	0.84%
Provisional	714	0	0	0.00%
Total	714	141	141	19.75%
AP03				
Election Day	739	62	62	8.39%
Advance Voting	739	41	41	5.55%
Absentee by Mail	739	1	1	0.14%
Provisional	739	0	0	0.00%
Total	739	104	104	14.07%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
AP04A				
Election Day	1,671	244	244	14.60%
Advance Voting	1,671	303	303	18.13%
Absentee by Mail	1,671	3	3	0.18%
Provisional	1,671	0	0	0.00%
Total	1,671	550	550	32.91%
AP04B				
Election Day	482	86	86	17.84%
Advance Voting	482	45	45	9.34%
Absentee by Mail	482	0	0	0.00%
Provisional	482	0	0	0.00%
Total	482	131	131	27.18%
AP05				
Election Day	4,387	631	631	14.38%
Advance Voting	4,387	694	694	15.82%
Absentee by Mail	4,387	18	18	0.41%
Provisional	4,387	0	0	0.00%
Total	4,387	1,343	1,343	30.61%
AP06				
Election Day	1,813	232	232	12.80%
Advance Voting	1,813	272	272	15.00%
Absentee by Mail	1,813	2	2	0.11%
Provisional	1,813	0	0	0.00%
Total	1,813	506	506	27.91%
AP07A				
Election Day	4,667	591	591	12.66%
Advance Voting	4,667	629	629	13.48%
Absentee by Mail	4,667	15	15	0.32%
Provisional	4,667	0	0	0.00%
Total	4,667	1,235	1,235	26.46%
AP07C				
Election Day	933	105	105	11.25%
Advance Voting	933	125	125	13.40%
Absentee by Mail	933	1	1	0.11%
Provisional	933	1	1	0.11%
Total	933	232	232	24.87%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
AP09A				
Election Day	3,948	546	546	13.83%
Advance Voting	3,948	538	538	13.63%
Absentee by Mail	3,948	8	8	0.20%
Provisional	3,948	0	0	0.00%
Total	3,948	1,092	1,092	27.66%
AP09B				
Election Day	881	95	95	10.78%
Advance Voting	881	104	104	11.80%
Absentee by Mail	881	1	1	0.11%
Provisional	881	0	0	0.00%
Total	881	200	200	22.70%
AP10				
Election Day	928	98	98	10.56%
Advance Voting	928	188	188	20.26%
Absentee by Mail	928	3	3	0.32%
Provisional	928	0	0	0.00%
Total	928	289	289	31.14%
AP12A				
Election Day	660	80	80	12.12%
Advance Voting	660	59	59	8.94%
Absentee by Mail	660	1	1	0.15%
Provisional	660	0	0	0.00%
Total	660	140	140	21.21%
AP12B				
Election Day	973	80	80	8.22%
Advance Voting	973	57	57	5.86%
Absentee by Mail	973	2	2	0.21%
Provisional	973	0	0	0.00%
Total	973	139	139	14.29%
AP12C				
Election Day	2,361	187	187	7.92%
Advance Voting	2,361	407	407	17.24%
Absentee by Mail	2,361	3	3	0.13%
Provisional	2,361	0	0	0.00%
Total	2,361	597	597	25.29%

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
AP14				
Election Day	148	14	14	9.46%
Advance Voting	148	10	10	6.76%
Absentee by Mail	148	0	0	0.00%
Provisional	148	1	1	0.68%
Total	148	25	25	16.89%
AP14A				
Election Day	2,873	454	454	15.80%
Advance Voting	2,873	341	341	11.87%
Absentee by Mail	2,873	4	4	0.14%
Provisional	2,873	0	0	0.00%
Total	2,873	799	799	27.81%
013 - Alpharetta LRG - Total	43,623	11,391	11,391	26.11%
Municipal - Total	43,623	11,391	11,391	26.11%
Election Day	43,623	5,521	5,521	12.66%
Advance Voting	43,623	5,776	5,776	13.24%
Absentee by Mail	43,623	91	91	0.21%
Provisional	43,623	3	3	0.01%

Alpharetta City Council Post 1 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	609	4,881	134	0
Advance Voting	512	4,881	126	0
Absentee by Mail	3	4,881	2	0
Provisional	1	4,881	1	0
Total	1,125	4,881	263	0
AP01B				
Election Day	130	1,405	30	0
Advance Voting	154	1,405	38	0
Absentee by Mail	0	1,405	0	0
Provisional	0	1,405	0	0
Total	284	1,405	68	0
AP01C				
Election Day	302	2,241	67	0
Advance Voting	310	2,241	71	0
Absentee by Mail	5	2,241	1	0
Provisional	0	2,241	0	0
Total	617	2,241	139	0
AP01D				
Election Day	127	1,000	37	0
Advance Voting	82	1,000	25	0
Absentee by Mail	0	1,000	0	0
Provisional	0	1,000	0	0
Total	209	1,000	62	0

Precinct	Kirk Driskell		Total Votes	Unresolved Write-In
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	475	100.00%	475	17
Advance Voting	386	100.00%	386	14
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	862	100.00%	862	31
AP01B				
Election Day	100	100.00%	100	6
Advance Voting	116	100.00%	116	3
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	216	100.00%	216	9
AP01C				
Election Day	235	100.00%	235	5
Advance Voting	239	100.00%	239	6
Absentee by Mail	4	100.00%	4	0
Provisional	0		0	0
Total	478	100.00%	478	11
AP01D				
Election Day	90	100.00%	90	6
Advance Voting	57	100.00%	57	1
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	147	100.00%	147	7

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP021				
Election Day	452	3,057	116	0
Advance Voting	510	3,057	142	0
Absentee by Mail	6	3,057	0	0
Provisional	0	3,057	0	0
Total	968	3,057	258	0
AP022				
Election Day	228	1,960	58	0
Advance Voting	242	1,960	59	0
Absentee by Mail	8	1,960	3	0
Provisional	0	1,960	0	0
Total	478	1,960	120	0
AP023				
Election Day	93	901	17	0
Advance Voting	93	901	27	0
Absentee by Mail	1	901	1	0
Provisional	0	901	0	0
Total	187	901	45	0
AP02B				
Election Day	75	714	17	0
Advance Voting	60	714	31	0
Absentee by Mail	6	714	2	0
Provisional	0	714	0	0
Total	141	714	50	0
AP03				
Election Day	62	739	10	0
Advance Voting	41	739	8	0
Absentee by Mail	1	739	0	0
Provisional	0	739	0	0
Total	104	739	18	0

Precinct	Kirk Driskell		Total Votes	Unresolved Write-In
AP021				
Election Day	336	100.00%	336	20
Advance Voting	368	100.00%	368	12
Absentee by Mail	6	100.00%	6	0
Provisional	0		0	0
Total	710	100.00%	710	32
AP022				
Election Day	170	100.00%	170	9
Advance Voting	183	100.00%	183	4
Absentee by Mail	5	100.00%	5	0
Provisional	0		0	0
Total	358	100.00%	358	13
AP023				
Election Day	76	100.00%	76	3
Advance Voting	66	100.00%	66	4
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	142	100.00%	142	7
AP02B				
Election Day	58	100.00%	58	2
Advance Voting	29	100.00%	29	3
Absentee by Mail	4	100.00%	4	0
Provisional	0		0	0
Total	91	100.00%	91	5
AP03				
Election Day	52	100.00%	52	1
Advance Voting	33	100.00%	33	2
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	86	100.00%	86	3

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP04A				
Election Day	244	1,671	61	0
Advance Voting	303	1,671	88	0
Absentee by Mail	3	1,671	2	0
Provisional	0	1,671	0	0
Total	550	1,671	151	0
AP04B				
Election Day	86	482	19	0
Advance Voting	45	482	11	0
Absentee by Mail	0	482	0	0
Provisional	0	482	0	0
Total	131	482	30	0
AP05				
Election Day	631	4,387	156	0
Advance Voting	694	4,387	163	0
Absentee by Mail	18	4,387	3	0
Provisional	0	4,387	0	0
Total	1,343	4,387	322	0
AP06				
Election Day	232	1,813	63	0
Advance Voting	272	1,813	83	0
Absentee by Mail	2	1,813	0	0
Provisional	0	1,813	0	0
Total	506	1,813	146	0
AP07A				
Election Day	591	4,667	150	0
Advance Voting	629	4,667	189	0
Absentee by Mail	15	4,667	4	0
Provisional	0	4,667	0	0
Total	1,235	4,667	343	0

Precinct	Kirk Driskell		Total Votes	Unresolved Write-In
AP04A				
Election Day	183	100.00%	183	7
Advance Voting	215	100.00%	215	8
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	399	100.00%	399	15
AP04B				
Election Day	67	100.00%	67	3
Advance Voting	34	100.00%	34	1
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	101	100.00%	101	4
AP05				
Election Day	475	100.00%	475	18
Advance Voting	531	100.00%	531	14
Absentee by Mail	15	100.00%	15	1
Provisional	0		0	0
Total	1,021	100.00%	1,021	33
AP06				
Election Day	169	100.00%	169	14
Advance Voting	189	100.00%	189	15
Absentee by Mail	2	100.00%	2	0
Provisional	0		0	0
Total	360	100.00%	360	29
AP07A				
Election Day	441	100.00%	441	21
Advance Voting	440	100.00%	440	23
Absentee by Mail	11	100.00%	11	0
Provisional	0		0	0
Total	892	100.00%	892	44

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP07C				
Election Day	105	933	17	0
Advance Voting	125	933	33	0
Absentee by Mail	1	933	0	0
Provisional	1	933	1	0
Total	232	933	51	0
AP09A				
Election Day	546	3,948	138	0
Advance Voting	538	3,948	141	0
Absentee by Mail	8	3,948	1	0
Provisional	0	3,948	0	0
Total	1,092	3,948	280	0
AP09B				
Election Day	95	881	14	0
Advance Voting	104	881	28	0
Absentee by Mail	1	881	0	0
Provisional	0	881	0	0
Total	200	881	42	0
AP10				
Election Day	98	928	24	0
Advance Voting	188	928	50	0
Absentee by Mail	3	928	3	0
Provisional	0	928	0	0
Total	289	928	77	0
AP12A				
Election Day	80	660	20	0
Advance Voting	59	660	14	0
Absentee by Mail	1	660	0	0
Provisional	0	660	0	0
Total	140	660	34	0

Precinct	Kirk Driskell		Total Votes	Unresolved Write-In
AP07C				
Election Day	88	100.00%	88	3
Advance Voting	92	100.00%	92	11
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	181	100.00%	181	14
AP09A				
Election Day	408	100.00%	408	25
Advance Voting	397	100.00%	397	20
Absentee by Mail	7	100.00%	7	0
Provisional	0		0	0
Total	812	100.00%	812	45
AP09B				
Election Day	81	100.00%	81	3
Advance Voting	76	100.00%	76	3
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	158	100.00%	158	6
AP10				
Election Day	74	100.00%	74	1
Advance Voting	138	100.00%	138	6
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	212	100.00%	212	7
AP12A				
Election Day	60	100.00%	60	3
Advance Voting	45	100.00%	45	2
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	106	100.00%	106	5

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP12B				
Election Day	80	973	31	0
Advance Voting	57	973	18	0
Absentee by Mail	2	973	0	0
Provisional	0	973	0	0
Total	139	973	49	0
AP12C				
Election Day	187	2,361	47	0
Advance Voting	407	2,361	90	0
Absentee by Mail	3	2,361	2	0
Provisional	0	2,361	0	0
Total	597	2,361	139	0
AP14				
Election Day	14	148	2	0
Advance Voting	10	148	2	0
Absentee by Mail	0	148	0	0
Provisional	1	148	0	0
Total	25	148	4	0
AP14A				
Election Day	454	2,873	105	0
Advance Voting	341	2,873	73	0
Absentee by Mail	4	2,873	2	0
Provisional	0	2,873	0	0
Total	799	2,873	180	0
013 - Alpharetta LRG - Total	11,391	43,623	2,871	0
Municipal - Total	11,391	43,623	2,871	0

Precinct	Kirk Driskell		Total Votes	Unresolved Write-In
AP12B				
Election Day	49	100.00%	49	2
Advance Voting	39	100.00%	39	1
Absentee by Mail	2	100.00%	2	0
Provisional	0		0	0
Total	90	100.00%	90	3
AP12C				
Election Day	140	100.00%	140	5
Advance Voting	317	100.00%	317	13
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	458	100.00%	458	18
AP14				
Election Day	12	100.00%	12	0
Advance Voting	8	100.00%	8	2
Absentee by Mail	0		0	0
Provisional	1	100.00%	1	0
Total	21	100.00%	21	2
AP14A				
Election Day	349	100.00%	349	13
Advance Voting	268	100.00%	268	8
Absentee by Mail	2	100.00%	2	1
Provisional	0		0	0
Total	619	100.00%	619	22
013 - Alpharetta LRG - Total	8,520	100.00%	8,520	365
Municipal - Total	8,520	100.00%	8,520	365

Alpharetta City Council Post 2 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	609	4,881	64	0
Advance Voting	512	4,881	41	0
Absentee by Mail	3	4,881	0	0
Provisional	1	4,881	1	0
Total	1,125	4,881	106	0
AP01B				
Election Day	130	1,405	14	0
Advance Voting	154	1,405	20	0
Absentee by Mail	0	1,405	0	0
Provisional	0	1,405	0	0
Total	284	1,405	34	0
AP01C				
Election Day	302	2,241	28	0
Advance Voting	310	2,241	21	0
Absentee by Mail	5	2,241	0	0
Provisional	0	2,241	0	0
Total	617	2,241	49	0
AP01D				
Election Day	127	1,000	16	0
Advance Voting	82	1,000	14	0
Absentee by Mail	0	1,000	0	0
Provisional	0	1,000	0	0
Total	209	1,000	30	0

Precinct	Bart Dean		Donna Shaw Murphy	
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	72	13.21%	183	33.58%
Advance Voting	44	9.34%	155	32.91%
Absentee by Mail	0	0.00%	0	0.00%
Provisional	0		0	
Total	116	11.38%	338	33.17%
AP01B				
Election Day	26	22.41%	42	36.21%
Advance Voting	22	16.42%	52	38.81%
Absentee by Mail	0		0	
Provisional	0		0	
Total	48	19.20%	94	37.60%
AP01C				
Election Day	36	13.14%	78	28.47%
Advance Voting	51	17.65%	103	35.64%
Absentee by Mail	3	60.00%	1	20.00%
Provisional	0		0	
Total	90	15.85%	182	32.04%
AP01D				
Election Day	26	23.42%	41	36.94%
Advance Voting	11	16.18%	24	35.29%
Absentee by Mail	0		0	
Provisional	0		0	
Total	37	20.67%	65	36.31%

Precinct	Katie Reeves		Total Votes	Unresolved Write-In
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	290	53.21%	545	5
Advance Voting	272	57.75%	471	4
Absentee by Mail	3	100.00%	3	0
Provisional	0		0	0
Total	565	55.45%	1,019	9
AP01B				
Election Day	48	41.38%	116	0
Advance Voting	60	44.78%	134	1
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	108	43.20%	250	1
AP01C				
Election Day	160	58.39%	274	1
Advance Voting	135	46.71%	289	1
Absentee by Mail	1	20.00%	5	0
Provisional	0		0	0
Total	296	52.11%	568	2
AP01D				
Election Day	44	39.64%	111	3
Advance Voting	33	48.53%	68	0
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	77	43.02%	179	3

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP021				
Election Day	452	3,057	35	0
Advance Voting	510	3,057	33	0
Absentee by Mail	6	3,057	0	0
Provisional	0	3,057	0	0
Total	968	3,057	68	0
AP022				
Election Day	228	1,960	31	0
Advance Voting	242	1,960	31	0
Absentee by Mail	8	1,960	3	0
Provisional	0	1,960	0	0
Total	478	1,960	65	0
AP023				
Election Day	93	901	10	0
Advance Voting	93	901	18	0
Absentee by Mail	1	901	1	0
Provisional	0	901	0	0
Total	187	901	29	0
AP02B				
Election Day	75	714	10	0
Advance Voting	60	714	17	0
Absentee by Mail	6	714	0	0
Provisional	0	714	0	0
Total	141	714	27	0
AP03				
Election Day	62	739	4	0
Advance Voting	41	739	8	0
Absentee by Mail	1	739	0	0
Provisional	0	739	0	0
Total	104	739	12	0

Precinct	Bart Dean		Donna Shaw Murphy	
AP021				
Election Day	56	13.43%	180	43.17%
Advance Voting	48	10.06%	205	42.98%
Absentee by Mail	0	0.00%	2	33.33%
Provisional	0		0	
Total	104	11.56%	387	43.00%
AP022				
Election Day	40	20.30%	80	40.61%
Advance Voting	35	16.59%	85	40.28%
Absentee by Mail	1	20.00%	4	80.00%
Provisional	0		0	
Total	76	18.40%	169	40.92%
AP023				
Election Day	22	26.51%	27	32.53%
Advance Voting	9	12.00%	33	44.00%
Absentee by Mail	0		0	
Provisional	0		0	
Total	31	19.62%	60	37.97%
AP02B				
Election Day	21	32.31%	20	30.77%
Advance Voting	17	39.53%	14	32.56%
Absentee by Mail	2	33.33%	2	33.33%
Provisional	0		0	
Total	40	35.09%	36	31.58%
AP03				
Election Day	8	13.79%	22	37.93%
Advance Voting	4	12.12%	12	36.36%
Absentee by Mail	0	0.00%	0	0.00%
Provisional	0		0	
Total	12	13.04%	34	36.96%

Precinct	Katie Reeves		Total Votes	Unresolved Write-In
AP021				
Election Day	181	43.41%	417	5
Advance Voting	224	46.96%	477	2
Absentee by Mail	4	66.67%	6	0
Provisional	0		0	0
Total	409	45.44%	900	7
AP022				
Election Day	77	39.09%	197	5
Advance Voting	91	43.13%	211	1
Absentee by Mail	0	0.00%	5	0
Provisional	0		0	0
Total	168	40.68%	413	6
AP023				
Election Day	34	40.96%	83	1
Advance Voting	33	44.00%	75	1
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	67	42.41%	158	2
AP02B				
Election Day	24	36.92%	65	0
Advance Voting	12	27.91%	43	3
Absentee by Mail	2	33.33%	6	0
Provisional	0		0	0
Total	38	33.33%	114	3
AP03				
Election Day	28	48.28%	58	1
Advance Voting	17	51.52%	33	0
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	46	50.00%	92	1

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP04A				
Election Day	244	1,671	29	0
Advance Voting	303	1,671	22	0
Absentee by Mail	3	1,671	0	0
Provisional	0	1,671	0	0
Total	550	1,671	51	0
AP04B				
Election Day	86	482	8	0
Advance Voting	45	482	5	0
Absentee by Mail	0	482	0	0
Provisional	0	482	0	0
Total	131	482	13	0
AP05				
Election Day	631	4,387	45	0
Advance Voting	694	4,387	35	0
Absentee by Mail	18	4,387	2	0
Provisional	0	4,387	0	0
Total	1,343	4,387	82	0
AP06				
Election Day	232	1,813	17	0
Advance Voting	272	1,813	23	0
Absentee by Mail	2	1,813	0	0
Provisional	0	1,813	0	0
Total	506	1,813	40	0
AP07A				
Election Day	591	4,667	58	0
Advance Voting	629	4,667	45	0
Absentee by Mail	15	4,667	3	0
Provisional	0	4,667	0	0
Total	1,235	4,667	106	0

Precinct	Bart Dean		Donna Shaw Murphy	
AP04A				
Election Day	43	20.00%	75	34.88%
Advance Voting	38	13.52%	130	46.26%
Absentee by Mail	0	0.00%	3	100.00%
Provisional	0		0	
Total	81	16.23%	208	41.68%
AP04B				
Election Day	19	24.36%	23	29.49%
Advance Voting	6	15.00%	13	32.50%
Absentee by Mail	0		0	
Provisional	0		0	
Total	25	21.19%	36	30.51%
AP05				
Election Day	87	14.85%	140	23.89%
Advance Voting	77	11.68%	171	25.95%
Absentee by Mail	0	0.00%	4	25.00%
Provisional	0		0	
Total	164	13.01%	315	24.98%
AP06				
Election Day	35	16.28%	70	32.56%
Advance Voting	36	14.46%	83	33.33%
Absentee by Mail	0	0.00%	1	50.00%
Provisional	0		0	
Total	71	15.24%	154	33.05%
AP07A				
Election Day	96	18.01%	198	37.15%
Advance Voting	73	12.50%	236	40.41%
Absentee by Mail	1	8.33%	5	41.67%
Provisional	0		0	
Total	170	15.06%	439	38.88%

Precinct	Katie Reeves		Total Votes	Unresolved Write-In
AP04A				
Election Day	97	45.12%	215	2
Advance Voting	113	40.21%	281	1
Absentee by Mail	0	0.00%	3	0
Provisional	0		0	0
Total	210	42.08%	499	3
AP04B				
Election Day	36	46.15%	78	1
Advance Voting	21	52.50%	40	0
Absentee by Mail	0		0	0
Provisional	0		0	0
Total	57	48.31%	118	1
AP05				
Election Day	359	61.26%	586	3
Advance Voting	411	62.37%	659	1
Absentee by Mail	12	75.00%	16	1
Provisional	0		0	0
Total	782	62.01%	1,261	5
AP06				
Election Day	110	51.16%	215	3
Advance Voting	130	52.21%	249	3
Absentee by Mail	1	50.00%	2	0
Provisional	0		0	0
Total	241	51.72%	466	6
AP07A				
Election Day	239	44.84%	533	5
Advance Voting	275	47.09%	584	9
Absentee by Mail	6	50.00%	12	0
Provisional	0		0	0
Total	520	46.06%	1,129	14

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP07C				
Election Day	105	933	7	0
Advance Voting	125	933	8	0
Absentee by Mail	1	933	0	0
Provisional	1	933	1	0
Total	232	933	16	0
AP09A				
Election Day	546	3,948	40	0
Advance Voting	538	3,948	45	0
Absentee by Mail	8	3,948	1	0
Provisional	0	3,948	0	0
Total	1,092	3,948	86	0
AP09B				
Election Day	95	881	6	0
Advance Voting	104	881	11	0
Absentee by Mail	1	881	0	0
Provisional	0	881	0	0
Total	200	881	17	0
AP10				
Election Day	98	928	4	0
Advance Voting	188	928	12	0
Absentee by Mail	3	928	0	0
Provisional	0	928	0	0
Total	289	928	16	0
AP12A				
Election Day	80	660	11	0
Advance Voting	59	660	5	0
Absentee by Mail	1	660	0	0
Provisional	0	660	0	0
Total	140	660	16	0

Precinct	Bart Dean		Donna Shaw Murphy	
AP07C				
Election Day	17	17.35%	40	40.82%
Advance Voting	22	18.80%	62	52.99%
Absentee by Mail	0	0.00%	1	100.00%
Provisional	0		0	
Total	39	18.06%	103	47.69%
AP09A				
Election Day	67	13.24%	165	32.61%
Advance Voting	42	8.52%	147	29.82%
Absentee by Mail	2	28.57%	2	28.57%
Provisional	0		0	
Total	111	11.03%	314	31.21%
AP09B				
Election Day	16	17.98%	28	31.46%
Advance Voting	7	7.53%	50	53.76%
Absentee by Mail	0	0.00%	0	0.00%
Provisional	0		0	
Total	23	12.57%	78	42.62%
AP10				
Election Day	15	15.96%	31	32.98%
Advance Voting	22	12.50%	73	41.48%
Absentee by Mail	1	33.33%	0	0.00%
Provisional	0		0	
Total	38	13.92%	104	38.10%
AP12A				
Election Day	7	10.14%	29	42.03%
Advance Voting	7	12.96%	24	44.44%
Absentee by Mail	0	0.00%	1	100.00%
Provisional	0		0	
Total	14	11.29%	54	43.55%

Precinct	Katie Reeves		Total Votes	Unresolved Write-In
AP07C				
Election Day	41	41.84%	98	0
Advance Voting	33	28.21%	117	3
Absentee by Mail	0	0.00%	1	0
Provisional	0		0	0
Total	74	34.26%	216	3
AP09A				
Election Day	274	54.15%	506	8
Advance Voting	304	61.66%	493	3
Absentee by Mail	3	42.86%	7	0
Provisional	0		0	0
Total	581	57.75%	1,006	11
AP09B				
Election Day	45	50.56%	89	0
Advance Voting	36	38.71%	93	1
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	82	44.81%	183	1
AP10				
Election Day	48	51.06%	94	0
Advance Voting	81	46.02%	176	2
Absentee by Mail	2	66.67%	3	0
Provisional	0		0	0
Total	131	47.99%	273	2
AP12A				
Election Day	33	47.83%	69	2
Advance Voting	23	42.59%	54	0
Absentee by Mail	0	0.00%	1	0
Provisional	0		0	0
Total	56	45.16%	124	2

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP12B				
Election Day	80	973	17	0
Advance Voting	57	973	9	0
Absentee by Mail	2	973	0	0
Provisional	0	973	0	0
Total	139	973	26	0
AP12C				
Election Day	187	2,361	26	0
Advance Voting	407	2,361	25	0
Absentee by Mail	3	2,361	2	0
Provisional	0	2,361	0	0
Total	597	2,361	53	0
AP14				
Election Day	14	148	2	0
Advance Voting	10	148	0	0
Absentee by Mail	0	148	0	0
Provisional	1	148	0	0
Total	25	148	2	0
AP14A				
Election Day	454	2,873	59	0
Advance Voting	341	2,873	33	0
Absentee by Mail	4	2,873	0	0
Provisional	0	2,873	0	0
Total	799	2,873	92	0
013 - Alpharetta LRG - Total	11,391	43,623	1,036	0
Municipal - Total	11,391	43,623	1,036	0

Precinct	Bart Dean		Donna Shaw Murphy	
AP12B				
Election Day	9	14.29%	21	33.33%
Advance Voting	7	14.58%	15	31.25%
Absentee by Mail	0	0.00%	0	0.00%
Provisional	0		0	
Total	16	14.16%	36	31.86%
AP12C				
Election Day	27	16.77%	65	40.37%
Advance Voting	59	15.45%	139	36.39%
Absentee by Mail	0	0.00%	0	0.00%
Provisional	0		0	
Total	86	15.81%	204	37.50%
AP14				
Election Day	2	16.67%	6	50.00%
Advance Voting	1	10.00%	4	40.00%
Absentee by Mail	0		0	
Provisional	0	0.00%	1	100.00%
Total	3	13.04%	11	47.83%
AP14A				
Election Day	83	21.01%	112	28.35%
Advance Voting	41	13.31%	112	36.36%
Absentee by Mail	0	0.00%	2	50.00%
Provisional	0		0	
Total	124	17.54%	226	31.97%
013 - Alpharetta LRG - Total	1,519	14.67%	3,647	35.22%
Municipal - Total	1,519	14.67%	3,647	35.22%

Precinct	Katie Reeves		Total Votes	Unresolved Write-In
AP12B				
Election Day	33	52.38%	63	1
Advance Voting	26	54.17%	48	0
Absentee by Mail	2	100.00%	2	0
Provisional	0		0	0
Total	61	53.98%	113	1
AP12C				
Election Day	69	42.86%	161	1
Advance Voting	184	48.17%	382	1
Absentee by Mail	1	100.00%	1	0
Provisional	0		0	0
Total	254	46.69%	544	2
AP14				
Election Day	4	33.33%	12	0
Advance Voting	5	50.00%	10	0
Absentee by Mail	0		0	0
Provisional	0	0.00%	1	0
Total	9	39.13%	23	0
AP14A				
Election Day	200	50.63%	395	6
Advance Voting	155	50.32%	308	1
Absentee by Mail	2	50.00%	4	0
Provisional	0		0	0
Total	357	50.50%	707	7
013 - Alpharetta LRG - Total	5,189	50.11%	10,355	92
Municipal - Total	5,189	50.11%	10,355	92

Alpharetta City Council Post 3 (Vote for 1)

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
Municipal				
013 - Alpharetta LRG				
AP01A				
Election Day	609	4,881	61	0
Advance Voting	512	4,881	47	0
Absentee by Mail	3	4,881	0	0
Provisional	1	4,881	1	0
Total	1,125	4,881	109	0
AP01B				
Election Day	130	1,405	10	0
Advance Voting	154	1,405	20	0
Absentee by Mail	0	1,405	0	0
Provisional	0	1,405	0	0
Total	284	1,405	30	0
AP01C				
Election Day	302	2,241	26	0
Advance Voting	310	2,241	28	0
Absentee by Mail	5	2,241	0	0
Provisional	0	2,241	0	0
Total	617	2,241	54	0
AP01D				
Election Day	127	1,000	14	0
Advance Voting	82	1,000	14	0
Absentee by Mail	0	1,000	0	0
Provisional	0	1,000	0	0
Total	209	1,000	28	0

Precinct	Douglas J. DeRito (I)		Tate Holcombe		Total Votes
Municipal					
013 - Alpharetta LRG					
AP01A					
Election Day	326	59.49%	222	40.51%	548
Advance Voting	319	68.60%	146	31.40%	465
Absentee by Mail	3	100.00%	0	0.00%	3
Provisional	0		0		0
Total	648	63.78%	368	36.22%	1,016
AP01B					
Election Day	70	58.33%	50	41.67%	120
Advance Voting	87	64.93%	47	35.07%	134
Absentee by Mail	0		0		0
Provisional	0		0		0
Total	157	61.81%	97	38.19%	254
AP01C					
Election Day	152	55.07%	124	44.93%	276
Advance Voting	172	60.99%	110	39.01%	282
Absentee by Mail	4	80.00%	1	20.00%	5
Provisional	0		0		0
Total	328	58.26%	235	41.74%	563
AP01D					
Election Day	63	55.75%	50	44.25%	113
Advance Voting	36	52.94%	32	47.06%	68
Absentee by Mail	0		0		0
Provisional	0		0		0
Total	99	54.70%	82	45.30%	181

Precinct	Unresolved Write-In
Municipal	
013 - Alpharetta LRG	
AP01A	
Election Day	5
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	6
AP01B	
Election Day	1
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	3
AP01C	
Election Day	2
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	3
AP01D	
Election Day	3
Advance Voting	0
Absentee by Mail	0
Provisional	0
Total	3

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP021				
Election Day	452	3,057	48	0
Advance Voting	510	3,057	43	0
Absentee by Mail	6	3,057	0	0
Provisional	0	3,057	0	0
Total	968	3,057	91	0
AP022				
Election Day	228	1,960	38	0
Advance Voting	242	1,960	33	0
Absentee by Mail	8	1,960	2	0
Provisional	0	1,960	0	0
Total	478	1,960	73	0
AP023				
Election Day	93	901	10	0
Advance Voting	93	901	25	0
Absentee by Mail	1	901	1	0
Provisional	0	901	0	0
Total	187	901	36	0
AP02B				
Election Day	75	714	12	0
Advance Voting	60	714	22	0
Absentee by Mail	6	714	0	0
Provisional	0	714	0	0
Total	141	714	34	0
AP03				
Election Day	62	739	4	0
Advance Voting	41	739	7	0
Absentee by Mail	1	739	0	0
Provisional	0	739	0	0
Total	104	739	11	0

Precinct	Douglas J. DeRito (I)		Tate Holcombe		Total Votes
AP021					
Election Day	202	50.00%	202	50.00%	404
Advance Voting	243	52.03%	224	47.97%	467
Absentee by Mail	4	66.67%	2	33.33%	6
Provisional	0		0		0
Total	449	51.20%	428	48.80%	877
AP022					
Election Day	104	54.74%	86	45.26%	190
Advance Voting	102	48.80%	107	51.20%	209
Absentee by Mail	2	33.33%	4	66.67%	6
Provisional	0		0		0
Total	208	51.36%	197	48.64%	405
AP023					
Election Day	38	45.78%	45	54.22%	83
Advance Voting	27	39.71%	41	60.29%	68
Absentee by Mail	0		0		0
Provisional	0		0		0
Total	65	43.05%	86	56.95%	151
AP02B					
Election Day	34	53.97%	29	46.03%	63
Advance Voting	22	57.89%	16	42.11%	38
Absentee by Mail	3	50.00%	3	50.00%	6
Provisional	0		0		0
Total	59	55.14%	48	44.86%	107
AP03					
Election Day	24	41.38%	34	58.62%	58
Advance Voting	23	67.65%	11	32.35%	34
Absentee by Mail	1	100.00%	0	0.00%	1
Provisional	0		0		0
Total	48	51.61%	45	48.39%	93

Precinct	Unresolved Write-In
AP021	
Election Day	6
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	8
AP022	
Election Day	4
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	5
AP023	
Election Day	0
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	2
AP02B	
Election Day	0
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	2
AP03	
Election Day	0
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	1

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP04A				
Election Day	244	1,671	33	0
Advance Voting	303	1,671	43	0
Absentee by Mail	3	1,671	0	0
Provisional	0	1,671	0	0
Total	550	1,671	76	0
AP04B				
Election Day	86	482	8	0
Advance Voting	45	482	6	0
Absentee by Mail	0	482	0	0
Provisional	0	482	0	0
Total	131	482	14	0
AP05				
Election Day	631	4,387	78	0
Advance Voting	694	4,387	76	0
Absentee by Mail	18	4,387	2	0
Provisional	0	4,387	0	0
Total	1,343	4,387	156	0
AP06				
Election Day	232	1,813	27	0
Advance Voting	272	1,813	36	0
Absentee by Mail	2	1,813	0	0
Provisional	0	1,813	0	0
Total	506	1,813	63	0
AP07A				
Election Day	591	4,667	73	0
Advance Voting	629	4,667	73	0
Absentee by Mail	15	4,667	3	0
Provisional	0	4,667	0	0
Total	1,235	4,667	149	0

Precinct	Douglas J. DeRito (I)		Tate Holcombe		Total Votes
AP04A					
Election Day	128	60.66%	83	39.34%	211
Advance Voting	147	56.54%	113	43.46%	260
Absentee by Mail	2	66.67%	1	33.33%	3
Provisional	0		0		0
Total	277	58.44%	197	41.56%	474
AP04B					
Election Day	45	57.69%	33	42.31%	78
Advance Voting	21	53.85%	18	46.15%	39
Absentee by Mail	0		0		0
Provisional	0		0		0
Total	66	56.41%	51	43.59%	117
AP05					
Election Day	359	64.92%	194	35.08%	553
Advance Voting	435	70.39%	183	29.61%	618
Absentee by Mail	9	56.25%	7	43.75%	16
Provisional	0		0		0
Total	803	67.65%	384	32.35%	1,187
AP06					
Election Day	110	53.66%	95	46.34%	205
Advance Voting	141	59.75%	95	40.25%	236
Absentee by Mail	1	50.00%	1	50.00%	2
Provisional	0		0		0
Total	252	56.88%	191	43.12%	443
AP07A					
Election Day	288	55.60%	230	44.40%	518
Advance Voting	296	53.24%	260	46.76%	556
Absentee by Mail	7	58.33%	5	41.67%	12
Provisional	0		0		0
Total	591	54.42%	495	45.58%	1,086

Precinct	Unresolved Write-In
AP04A	
Election Day	0
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	2
AP04B	
Election Day	1
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	2
AP05	
Election Day	5
Advance Voting	4
Absentee by Mail	0
Provisional	0
Total	9
AP06	
Election Day	4
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	5
AP07A	
Election Day	8
Advance Voting	7
Absentee by Mail	0
Provisional	0
Total	15

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP07C				
Election Day	105	933	7	0
Advance Voting	125	933	14	0
Absentee by Mail	1	933	0	0
Provisional	1	933	1	0
Total	232	933	22	0
AP09A				
Election Day	546	3,948	66	0
Advance Voting	538	3,948	64	0
Absentee by Mail	8	3,948	1	0
Provisional	0	3,948	0	0
Total	1,092	3,948	131	0
AP09B				
Election Day	95	881	9	0
Advance Voting	104	881	12	0
Absentee by Mail	1	881	0	0
Provisional	0	881	0	0
Total	200	881	21	0
AP10				
Election Day	98	928	12	0
Advance Voting	188	928	18	0
Absentee by Mail	3	928	1	0
Provisional	0	928	0	0
Total	289	928	31	0
AP12A				
Election Day	80	660	11	0
Advance Voting	59	660	6	0
Absentee by Mail	1	660	0	0
Provisional	0	660	0	0
Total	140	660	17	0

Precinct	Douglas J. DeRito (I)		Tate Holcombe		Total Votes
AP07C					
Election Day	56	57.14%	42	42.86%	98
Advance Voting	71	63.96%	40	36.04%	111
Absentee by Mail	1	100.00%	0	0.00%	1
Provisional	0		0		0
Total	128	60.95%	82	39.05%	210
AP09A					
Election Day	291	60.63%	189	39.38%	480
Advance Voting	307	64.77%	167	35.23%	474
Absentee by Mail	6	85.71%	1	14.29%	7
Provisional	0		0		0
Total	604	62.85%	357	37.15%	961
AP09B					
Election Day	48	55.81%	38	44.19%	86
Advance Voting	45	48.91%	47	51.09%	92
Absentee by Mail	1	100.00%	0	0.00%	1
Provisional	0		0		0
Total	94	52.51%	85	47.49%	179
AP10					
Election Day	58	67.44%	28	32.56%	86
Advance Voting	101	59.41%	69	40.59%	170
Absentee by Mail	0	0.00%	2	100.00%	2
Provisional	0		0		0
Total	159	61.63%	99	38.37%	258
AP12A					
Election Day	35	50.72%	34	49.28%	69
Advance Voting	27	50.94%	26	49.06%	53
Absentee by Mail	1	100.00%	0	0.00%	1
Provisional	0		0		0
Total	63	51.22%	60	48.78%	123

Precinct	Unresolved Write-In
AP07C	
Election Day	1
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	3
AP09A	
Election Day	8
Advance Voting	10
Absentee by Mail	0
Provisional	0
Total	18
AP09B	
Election Day	0
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	1
AP10	
Election Day	0
Advance Voting	2
Absentee by Mail	0
Provisional	0
Total	2
AP12A	
Election Day	1
Advance Voting	1
Absentee by Mail	0
Provisional	0
Total	2

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
AP12B				
Election Day	80	973	21	0
Advance Voting	57	973	9	0
Absentee by Mail	2	973	0	0
Provisional	0	973	0	0
Total	139	973	30	0
AP12C				
Election Day	187	2,361	30	0
Advance Voting	407	2,361	42	0
Absentee by Mail	3	2,361	2	0
Provisional	0	2,361	0	0
Total	597	2,361	74	0
AP14				
Election Day	14	148	2	0
Advance Voting	10	148	0	0
Absentee by Mail	0	148	0	0
Provisional	1	148	0	0
Total	25	148	2	0
AP14A				
Election Day	454	2,873	62	0
Advance Voting	341	2,873	43	0
Absentee by Mail	4	2,873	2	0
Provisional	0	2,873	0	0
Total	799	2,873	107	0
013 - Alpharetta LRG - Total	11,391	43,623	1,359	0
Municipal - Total	11,391	43,623	1,359	0

Precinct	Douglas J. DeRito (I)		Tate Holcombe		Total Votes
AP12B					
Election Day	27	45.76%	32	54.24%	59
Advance Voting	17	35.42%	31	64.58%	48
Absentee by Mail	2	100.00%	0	0.00%	2
Provisional	0		0		0
Total	46	42.20%	63	57.80%	109
AP12C					
Election Day	84	53.50%	73	46.50%	157
Advance Voting	235	64.38%	130	35.62%	365
Absentee by Mail	0	0.00%	1	100.00%	1
Provisional	0		0		0
Total	319	60.99%	204	39.01%	523
AP14					
Election Day	6	50.00%	6	50.00%	12
Advance Voting	6	60.00%	4	40.00%	10
Absentee by Mail	0		0		0
Provisional	1	100.00%	0	0.00%	1
Total	13	56.52%	10	43.48%	23
AP14A					
Election Day	240	61.22%	152	38.78%	392
Advance Voting	183	61.41%	115	38.59%	298
Absentee by Mail	2	100.00%	0	0.00%	2
Provisional	0		0		0
Total	425	61.42%	267	38.58%	692
013 - Alpharetta LRG - Total	5,901	58.82%	4,131	41.18%	10,032
Municipal - Total	5,901	58.82%	4,131	41.18%	10,032

Precinct	Unresolved Write-In
AP12B	
Election Day	0
Advance Voting	0
Absentee by Mail	0
Provisional	0
Total	0
AP12C	
Election Day	2
Advance Voting	3
Absentee by Mail	0
Provisional	0
Total	5
AP14	
Election Day	0
Advance Voting	0
Absentee by Mail	0
Provisional	0
Total	0
AP14A	
Election Day	2
Advance Voting	2
Absentee by Mail	1
Provisional	0
Total	5
013 - Alpharetta LRG - Total	102
Municipal - Total	102

STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: December 1, 2025

AGENDA ITEM:

Discussion of Smart Streetlight Fixtures Installed on Highway 9

STAFF RECOMMENDATION:

Discuss the streetlight fixtures installed on Highway 9.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

ITEM DESCRIPTION:

This item is the follow-up discussion after two smart streetlights were installed on Highway 9. At a previous City Council meeting, the pilot project was approved, but it was approved with the direction to bring it back for discussion in work session before installing the entirety of the corridor. This is that discussion.

ALTERNATIVES:

If approved, we will complete the project. If not approved, we will maintain the status quo.

ATTACHMENTS: