



City Council Meeting AUGUST 19, 2019

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

A. Citizen Life Saving Award

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8/5/2019)

VI. PUBLIC HEARING

A. PH-19-05 Changes to the City Code of Alpharetta Alcohol Ordinance (1st Reading)
Council Sponsor: Dan Merkel

AN ORDINANCE TO AMEND CHAPTER 4 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO CHANGE THE REGULATING AUTHORITY FROM PUBLIC SAFETY TO COMMUNITY DEVELOPMENT; TO AMEND THE DEFINITION OF MIXED USE DEVELOPMENT DISTRICT; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

VII. OLD BUSINESS

A. Ordinance to Amend Chapter 46 of the Code of the City of Alpharetta (2nd Reading)

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF ALPHARETTA RELATING TO TRAFFIC BY ADDING A NEW ARTICLE ENTITLED "AUTOMATED TRAFFIC ENFORCEMENT SAFETY SYSTEM" FOR THE PURPOSE OF AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE IN SCHOOL ZONES WITHIN THE CITY; TO PROVIDE FOR RULES OF OPERATION, ADMINISTRATION AND ENFORCEMENT; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES

VIII. NEW BUSINESS

A. Tech Alpharetta's Funding Request

B. North Fulton CID Bus Shelter Initiative

C. Speed Detection Camera System for School Zones (RFP 20-103)

D. Police Patrol Rifle System

E. Ordinance Amendment - Chapter 20 of the Code of the City of Alpharetta (1st Reading)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADD PROVISIONS PERTAINING TO THE MAINTENANCE AND REPORTING OF RECORDS FOR FIRE AND LIFE SAFETY SYSTEMS IN CHAPTER 20 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

F. ITB #:20-003 Fire Station Renovations

G. On-Call Storm Structure and Drainage Repairs

H. On-Call Storm Pipe Cleaning

I. On-Call Stormwater Pipe Lining Services - IPR

J. On-Call Stormwater Pipe Lining Services - UAM

K. Design Services - Hopewell Road at Vaughan Drive Roundabout

IX. WORKSHOP

A. Mid-Block Left Turn Treatment on Highway 9

B. Georgia 400 Express Lanes

C. Greenway Funding

X. PUBLIC COMMENT

XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: John Robison

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: CITIZEN LIFE SAVING AWARD

II. RECOMMENDATION:

III. REPORT IN BRIEF:

On May 09, 2019 a man was found unconscious and unresponsive in the locker room of the Ed Isakson / Alpharetta Family YMCA. Thanks to the aid and efforts of the following citizens, the man is alive and well today.

- Jasmine Amos
- Carl Childers
- Debbie Cousineau
- Dr. Moon Lee
- Gabrielle Williams

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 8/5/2019)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting draft minutes 8-5-2019



City Council Meeting
August 5, 2019
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. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

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

II. ROLL CALL

- Council Members
 - o Mayor Jim Gilvin
 - o Mayor Pro Tem Donald F. Mitchell (absent)
 - o Jason Binder
 - o Ben Burnett
 - o John Hipes
 - o Dan Merkel
 - o Karen Richard
- Staff
 - o Bob Regus, City Administrator
 - o Sam Thomas, City Attorney
 - o James Drinkard, Asst. City Administrator
 - o Peter Sewczwicz, Director of Public Works
 - o Morgan Rodgers, Director of Recreation, Parks & Cultural Services
 - o Kathi Cook, Director of Community Development
 - o Tom Harris, Director of Finance

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

- *Mayor Gilvin made an announcement that Council Member Binder was running late to the meeting.*

A. Council Meeting Minutes (Meeting of 7/22/2019)

B. Financial Management Report: Month Ending June 30, 2019

C. Alcoholic Beverage License Applications

**PH-19-AB-20 FRC Balance LLC
d/b/a True Food Kitchen
2140 Avalon Boulevard
Alpharetta, GA 30005**

**Restaurant
Consumption on Premises
Beer, Wine, Liquor, Sunday Sales
Owner: FRC Balance LLC
Registered Agent: Edward Bowlby II**

❖ Council Member Richard offered a motion to approve the consent agenda

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (4-0); Mayor Gilvin abstained; Mayor Pro Tem Mitchell and Council Member Binder absent

V. PUBLIC HEARING

- *Council Member Binder arrived late to the meeting.*

A. PH-19-AB-19 Minimum Distance Requirement Waiver Request & PH-19-AB-18 Alcohol License Approval for Botiwalla

- City Clerk, Erin Cobb, came forward to present this item.
- Staff recommends Mayor and Council approve PH-19-AB-19 for the Minimum Distance Requirement Waiver request for Botiwalla and to include PH-19-AB-18, the approval of a City of Alpharetta Alcohol License for on-premise consumption of beer, wine, and liquor and Sunday sales.
- The applicant, Botiwalla, has applied for a City of Alpharetta Alcohol License for on-premise consumption. The restaurant is located at 24 South Main Street, within the City Center, in one of the "jewel boxes" adjacent to the Town Green. After reviewing the application, it was determined that the applicant did not satisfy the distance requirement for public parks due to their proximity to the City's Town Green. Licensees

within the Downtown District are required to be 50 feet from public parks.

- The City's Alcohol Code has special provisions and exceptions for establishments located within the Downtown District. One such provision, outlined in the attached Code Section 4-399, provides an allowance to submit a distance waiver request for Council consideration.
- The applicant has satisfied all other necessary requirements for a City of Alpharetta On-Premise Consumption Alcohol License.
- The applicant and his attorney, Kyle M. Baker, came forward to address any questions from Mayor and Council.

Public Comment:

- No Public Comment

❖ Council Member Merkel offered a motion to approve PH-19-AB-19 for the Minimum Distance Requirement Waiver request for Botiwalla

- The motion received a second from Council Member Hipes
- The motion was approved (5-1); Council Member Burnett voting in opposition; Mayor Pro Tem Mitchell absent

❖ Council Member Merkel offered a motion to approve PH-19-AB-18, a City of Alpharetta Alcohol License for on-premises consumption of beer, wine, and liquor and Sunday sales for Botiwalla

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (6-0); Mayor Pro Tem Mitchell absent

VI. NEW BUSINESS

A. Downtown Pedestrian Improvements

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council approve the removal of various parking spaces in the downtown area that are a safety issue to pedestrians and other vehicles. Also, approve the proposed concept plan for installing a mid-block crosswalk adjacent to 92 Milton Avenue Parking Deck crossing Milton Avenue.
- On May 6, 2019, City Council adopted AECOM's report for pedestrian safety study in the Downtown area. Since that time, staff has taken a more detailed look into some of the more readily implemented recommendations made in the report. The Department of Public Works is seeking comments and guidance from City Council on the proposed items presented below.

- First, staff has evaluated a number of the crosswalks in the Downtown Core with a focus on improving visibility for pedestrians at those locations and enhancing the visibility of the crossings for motorists. Based on this evaluation, staff recommends the removal of multiple on-street parking spaces, installation of some additional signage, and the installation of a new mid-block crosswalk.
- The following improvements are proposed:
 1. Milton Avenue at Teasley Street - Removal of one parking space in the northeast quadrant.
 2. Milton Avenue at Teasley Street - Removal of an additional parking space (total of 2) in the northeast quadrant to permit installation of a new mid-block crosswalk.
 3. Canton Street at Church Street - Removal of one parking space along the west side of Canton Street.
 4. Canton Street south of Old Canton Street - Removal of one parking space along the east side of Canton Street.
 5. State Route 9 at Academy Street / Milton Avenue - Removal of one parking space in the southeast quadrant.
 6. Roswell Street at Old Roswell Street - Removal of one parking space in the northeast quadrant.
 7. Mid-block crosswalk on Old Roswell Street - Install additional signage.
 8. Thompson Street at Banbury Crossing - Removal of one parking space in the northwest quadrant.
 9. Thompson Street at Banbury Crossing - Removal of one parking space in the northeast quadrant.
- Staff proposes to remove the parking spaces at Locations 3, 5, 6, 8, and 9 through the installation of striping and domes. This approach has already been implemented in the downtown area and can be seen in the image associated with Location 4 in the attachments.
- At Locations 1 and 2, staff proposes fully removing the parking spaces and re-configuring the space to accommodate a new mid-block crossing from the Milton Avenue Parking Deck. Staff estimates construction of the new mid-block crossing would cost approximately \$35,000. If the mid-block crossing is not desired, the parking space identified as Location 1 would have the striping and dome treatment applied.
- At Location 4, staff proposes to extend the bulb-out shown on the AECOM proposal for Canton Street at Old Canton Street pedestrian improvements to incorporate the removal of the indicated parking space. (The Canton Street at Old Canton Street pedestrian improvements were funded as part of the FY 2020 capital budget.) If that is not desired, the identified parking space would have the striping and dome treatment applied.
- Installation of the striping and domes would be performed by Public Works crews and could be accomplished within three weeks. Design of the Milton Avenue mid-block crossing could be completed in time to put the project out to bid in October along with the Canton Street at Old Canton Street improvements. Construction of both projects is anticipated to take a total of six weeks.
- The second recommendation from staff is to move forward with the implementation of a Leading Pedestrian Interval (LPI) at the Downtown intersections. A Leading Pedestrian Interval typically gives pedestrians a three to seven second head start when entering an intersection before the corresponding

green left-turn activates. In doing so, the LPI enhances the visibility of pedestrians at signalized intersections and reinforce their right-of-way over turning vehicles. LPI signal modification has been proven to improve intersection safety more compared to implementing scenarios such as No-Turn-on-Red signs.

- In order to implement LPIs, the existing 5-section signal heads would need to be replaced with flashing yellow arrow signal heads. Completion of this work and adjustment of the signal phasing could be accomplished within three months excepting the intersection of State Route 9 at Academy Street / Milton Avenue. Implementation of an LPI at said intersection would require a permit from the Georgia Department of Transportation prior to any work occurring.

Public Comment:

- Daniel McAlonan, 1995 Willshire Glen, Alpharetta, came forward in support of the item.

❖ Council Member Richard offered a motion to approve the Downtown Pedestrian Improvements as outlined in numbers 1-7 (not including number 8 or 9) that were presented by Staff and that are a safety issue to pedestrians and other vehicles; including the proposed concept plan for installing a mid-block crosswalk adjacent to 92 Milton Avenue Parking Deck crossing Milton Avenue and the implementation of a Leading Pedestrian Interval (LPI) at the Downtown intersections.

- The motion received a second from Council Member Binder
- The motion was approved unanimously (6-0); Mayor Pro Tem Mitchell absent

B. Roof Replacement at Multiple Public Safety Facilities (Fire Station 82; Evidence Building)

- Director of Finance, Tom Harris, came forward to present this item.
- Staff recommends Mayor and Council award a contract for the replacement of the roof at the Evidence Building (Public Safety Headquarters) and Fire Station 82 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured US Communities contract #14-5903) in the amount of \$337,725 and authorize the Mayor to execute all necessary documents.

Public Safety Headquarters:

- Due to the age of the previous ballasted EPDM (Ethylene Propylene Diene Monomer) roof system and consistent roof leak service calls at Public Safety Headquarters since 2013, a four-phased re-roofing plan was developed. Please reference the included Public Safety Headquarters map for a visual guide.
- Phase 1 entailed the replacement of the roof at the Jail facility and was completed in 2016.
- Phase 2 entailed replacement of the roof at the main Public Safety Headquarters building and was completed in conjunction with the Headquarters Expansion project in 2018.

- Phase 3 entailed replacement of the remaining portions of the Public Safety Headquarters main building (e.g. E911, Garage) and was completed in 2018.
- The final phase is the source of this request and entails replacement of the EPDM roof at the detached Evidence Building and is included in the FY 2020 Budget.
- The Evidence Building is the final roof segment at Public Safety Headquarters to be replaced. This roof is approximately 6,000 sq. ft. and is actively experiencing leaks. The roofing to be installed is a mod-bitumen solution similar to the other roofs at Public Safety Headquarters. While more expensive than the current solution (EPDM), the mod-bitumen roof is significantly more durable and carries a 30-year warranty. The mod-bitumen solution also requires less maintenance (e.g. does not need walking pads and is much less susceptible to puncturing from debris or stretching from pooling water). A detailed scope-of-work has been attached hereto.

Fire Station 82:

- This request is for replacement of the metal roof segment at Fire Station 82 which was originally installed in 1990 and totals approximately 5,000 sq. ft. Although the field of the roof is in good shape, the transition at the ridge and eave are showing significant signs of age and are no longer providing adequate water-tight protection. This facility is actively experiencing leaks. A detailed scope-of-work has been attached hereto.

Procurement Results:

- This project is being awarded to Garland/DBS Inc. under the U.S. Communities program (cooperative purchasing alliance). US Communities is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively solicited contracts for quality products/services through lead public agencies (e.g. city, county, or state agencies that issue the underlying formal solicitations). Cobb County GA, as lead public agency, competitively solicited the Garland contract and made it available under the terms of the U.S. Communities program.
- Benefits of the Garland contract under U.S. Communities include: (a) pricing competitiveness; (b) turnkey single source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).
- Garland has solicited quotes from the following pre-qualified subcontractors.
 - o \$337,725: Safe Shield Roofing (Evidence Building: \$109,977; FS 82: \$227,748)
 - o \$378,265: Ben Hill Roofing (Evidence Building: \$131,724; FS 82: \$246,541)
 - o \$480,978: Innovative Roofing Group (Evidence Building: \$175,704; FS 82: \$305,274)
- The FY 2020 Budget includes funding totaling \$365,000 for the scopes set forth above. Residual funding upon completion of the project will be transferred to the Non-Allocated Capital Account for future appropriation by City Council.

- The City has used Garland for multiple roof repair/replacement projects including: replacement of the roof segments identified above at Public Safety Headquarters: roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.): flat roof replacements for Fire Stations 1, 3, and 4: etc. and has found their work, products and responsiveness to be exceptional. Safe Shield Roofing has been the lead subcontractor on multiple roof repair projects for the City with excellent results.
- Once a contract with Garland has been finalized and executed, completion will take no longer than 50-days (Evidence Building) and 90-days (Fire Station 82) from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials.

Public Comment:

- No Public Comment
- ❖ Council Member Merkel offered a motion to award the contract for the replacement of the roof at the Evidence Building (Public Safety Headquarters) and Fire Station 82 (metal roof segment) to Garland/DBS, Inc. (under the competitively procured US Communities contract #14-5903) in the amount not to exceed \$337,725 and authorize the Mayor to execute all necessary documents.
 - Mayor Gilvin offered a friendly amendment to rephrase the motion to “up to the amount” in case the cost comes in under the proposed amount
 - The friendly amendment was accepted by Council Member Merkel
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (6-0); Mayor Pro Tem Mitchell absent

C. Tech Alpharetta Agreement Renewal

- Manager of Economic Development, Matthew Thomas, came forward to present this item.
- Staff recommends Mayor and Council approve the 2019 Tech Alpharetta Agreement Renewal in the amount of \$100,000.00 for the current fiscal year and to authorize the Mayor to execute all necessary documents.
- The proposed renewed agreement between the City and Tech Alpharetta provides \$100,000.00 for the current fiscal year to Tech Alpharetta paid through the Alpharetta Development Authority.
- The prior multi-year agreement was enacted in February 2017 in the amount of \$125,000.00 annually for 2 years.

- In anticipation of this former agreement's sunset, in December 2018, City Council approved \$20,834.00 in additional funding to cover services for the CEO through the end of FY19.
- This proposed renewed agreement aligns with the City's fiscal calendar, reduces annual funding to Tech Alpharetta by \$25,000.00, and carries one fiscal year commitment set to expire on June 30, 2020.

Public Comment:

- Don Nahser, 305 Karen Drive, Alpharetta, came forward in support of this item, additionally asking if Tech Alpharetta has the ability to raise any additional money for the City.
- ❖ Council Member Burnett offered a motion to approve the 2019 Tech Alpharetta Agreement Renewal that aligns with the City's fiscal calendar, reduces annual funding to Tech Alpharetta by \$25,000.00, and carries a 3 year agreement set to expire on June 30, 2020, in an amount not to exceed \$100,000.00 per year.
 - The motion did not receive a second; the motion failed
- ❖ Council Member Merkel offered a motion to approve the 2019 Tech Alpharetta Agreement Renewal, as presented by Staff, in the amount of \$100,000.00 for the current fiscal year and to authorize the Mayor to execute all necessary documents.
 - The motion received a second by Council Member Binder
 - The motion was approved unanimously (6-0); Mayor Pro Tem Mitchell absent

VII. WORKSHOP

A. Unified Development Code Text Amendments – Smoke Shop Definition
Council Sponsor: Ben Burnett

- Director of Community Development, Kathi Cook, came forward to present this item.
- Presented for discussion purposes will be proposed text amendments to the Unified Development Code related to 'Smoke Shop, Vape and Tobacco Store' regulations.

VIII. PUBLIC COMMENT

- Don Nahser, 305 Karen Drive, Alpharetta, came forward to announce the 30th anniversary of the Alpharetta City Band on Wednesday, August 7th, additionally thanking Mayor and Council for their support over the years.

IX. REPORTS

- Council Member Binder announced the next Music at Twilight is on Friday, August 9th at 8:30 PM. Additionally, the next Brook Street Park Concert Series is scheduled for Saturday, August 10th at 7:30 PM. The City is also having a dedication for the Alpharetta High School Trail Improvement on Saturday, August 10th. The new turf dedication at North Park is scheduled for Saturday, August 17th at 8:45 AM. Council Member Binder also thanked all City departments, including the event staff, who helped with the Old Soldiers Day Parade.
- Council Member Richard also thanked the City staff for their efforts to have another successful Old Soldiers Day Parade. Additionally, the next Community Zoning Information Meeting is scheduled for Wednesday, August 14th at 6:00 PM.

X. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Merkel offered a motion to adjourn to Executive Session
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (6-0); Mayor Pro Tem Mitchell absent
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting at 7:24 PM

Respectfully submitted,



Erin Cobb, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Sponsored By: Council Member Merkel

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: PH-19-05 CHANGES TO THE CITY CODE OF ALPHARETTA ALCOHOL ORDINANCE (1ST READING)

COUNCIL SPONSOR: DAN MERKEL

AN ORDINANCE TO AMEND CHAPTER 4 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO CHANGE THE REGULATING AUTHORITY FROM PUBLIC SAFETY TO COMMUNITY DEVELOPMENT; TO AMEND THE DEFINITION OF MIXED USE DEVELOPMENT DISTRICT; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Staff is recommending the approval of an ordinance to amend Chapter 4 Alcoholic Beverages of the Code of Ordinances of the City of Alpharetta, Georgia; to change the regulating authority from Public Safety to Community Development; to amend the definition of mixed use development district; to repeal conflicting ordinances; and for other purposes.

III. REPORT IN BRIEF:

Presented for approval by City Council are proposed changes to Chapter 4 Alcoholic Beverages pertaining to City department enforcement and the definition of mixed use development district.

IV. ALTERNATIVES:

V. ATTACHMENTS:

ARTICLE_I.____IN_GENERAL (2) highlighted, Ordinance, Mixed Use Properties in Alpharetta

ARTICLE I. - IN GENERAL

Sec. 4-1. - Definitions.

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

Alcoholic beverage means all alcohol, distilled spirits, beer, malt beverages, wine and fortified wine as defined in this section.

Alcoholic beverage caterer means any retail dealer licensed to sell alcohol and who provides alcohol at special events or special events facilities.

Art gallery means a retail establishment primarily engaged in, and which derives at least 70 percent of its total annual gross sales from, the sale or display of art books, paintings, sculptures, or other works of art; but specifically excluding libraries, book stores, theaters, and establishments where the display of works of art is incidental to its primary use.

Art studio means a retail establishment primarily engaged in providing instruction in painting, sculpture, drawing, photography, craft work, fiber art, or other visual or graphic art techniques, and which derives at least 70 percent of its total annual gross sales from the sale of such services and art products related to such services; but specifically excluding body art studios and tattoo parlors.

Beer and malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume, and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term "malt beverage" does not include sake, also known as Japanese rice wine.

Brew pub means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in section 4-188. In calculating the total annual gross food and beverage sales for any such establishment for the purpose of determining whether the establishment constitutes an eating establishment as defined herein, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to section 4-188(2)d, or to the public for consumption off the premises in accordance with section 4-188(2)a and (2)d, (3) and (4), shall not be used.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wine.

Eating establishment means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

Fixed salary means the amount of compensation paid to any member, officer, agent or employee of a bona fide private club as may be fixed for such person by its members at a prior annual meeting or by the governing body of the club out of the general revenue of the club, and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Fortified wine means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Licensee means the individual to whom a license is issued or, in the case of partnership or corporation, all partners, officers and directors of the partnership or corporation.

Liter means a metric measurement currently used by the United States.

Manufacturer means any maker, producer or bottler of an alcoholic beverage. The term "manufacturer" also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying or blending any distilled spirits; provided, however, that a vintner who blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits; and
- (2) In the case of malt beverages, any brewer; and in the case of wine, any vintner.

Package means a bottle, can, keg, barrel or other original consumer container.

Premises means the definite closed or partitioned-in locality, whether a room, shop, building, restaurant or club, wherein activities permitted by this chapter are conducted.

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
- (2) Has at least 75 regular dues-paying members; and
- (3) Owns, hires or leases a building space within a building for the reasonable use of its members with:
 - a. A suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
 - c. No member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Retailer or *retail dealer* , except as to distilled spirits, means any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With respect to distilled spirits, the term "retailer" or "retail dealer" means any person who sells distilled spirits in unbroken packages at retail only to consumers and not for resale.

Supermarket means a retail market which:

- (1) Does not sell or offer for sale any of the following: distilled spirits, tobacco products, lottery tickets or related games of chance;
- (2) Maintains at all times that it is open an inventory of saleable food products including meats, dairy, vegetables, fruits, dry goods and beverages;
- (3) Has an interior floor space and storage areas of at least 15,000 square feet, of which more than 50 percent of such interior floor area is devoted to the display for sale of food products;
- (4) Sells prepared food;
- (5) Has a full service kitchen consisting of at least a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator; and
- (6) Employs not less than 15 employees who work at least 35 hours per week on the premises.

Wholesaler or *wholesale dealer* means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries or grapes, either by fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of the term "wine" contained in this section.

Wine bar means a type of eating establishment with a floor area not exceeding 2,000 gross square feet, which serves food and only beer, wine and non-alcoholic beverages, and where the sale of food consumed on the premises constitutes at least 40 percent of gross sales of the establishment.

(Code 1989, § 3-1; Ord. No. 218-A, §§ 1.002, 1.031, 9-22-1986; Ord. No. 679, § 2, 7-15-2013; Ord. No. 722, § 1, 3-21-2016; Ord. No. 740, § 1, 5-16-2017)

State Law reference— Definitions, O.C.G.A. §§ 3-1-2, 3-4-1.

Sec. 4-2. - Sale subject to conditions; license constitutes privilege.

- (a) Alcoholic beverages may be sold in the city under a license granted by the city council upon the terms and conditions hereafter provided.
- (b) All licenses shall be a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law.
- (c) All licenses hereunder shall have printed on the front these words: "LICENSE NON-TRANSFERABLE, SUBJECT TO BE REVOKED IF ABUSED."

(Code 1989, § 3-2; Ord. No. 218-A, § 1.001, 9-22-1986; Ord. No. 573, 9-6-2005)

State Law reference— Dealing in alcoholic beverages declared a privilege, O.C.G.A. § 3-3-1; discretion and due process; authority of city as to licensing, O.C.G.A. § 3-3-2.

Sec. 4-3. - Sale or possession for purpose of sale without license or beyond boundaries of premises covered by license.

No person shall sell or possess for the purpose of sale any alcoholic beverage unless such person has a license from the city to sell or possess for sale alcoholic beverages, or sell or make deliveries beyond the boundaries of the premises covered by the license.

(Code 1989, § 3-3; Ord. No. 218-A, § 1.003, 9-22-1986)

Sec. 4-4. - Display of license at place of business.

The city license shall at all times be kept plainly exposed to view at the place of business of the licensee.

(Code 1989, § 3-4; Ord. No. 218-A, § 1.004, 9-22-1986)

State Law reference— Display of license, O.C.G.A. § 3-3-3.

Sec. 4-5. - Separate application and separate license for each location of sale.

A separate application shall be made for each location and a separate license shall be obtained.

(Code 1989, § 3-5; Ord. No. 218-A, § 1.005, 9-22-1986)

Sec. 4-6. - License applications.

- (a) All persons, as owners, desiring to engage in activities permitted by this chapter, shall make written application to the council for the appropriate license on forms prescribed by the director of ~~public safety~~ Community Development, and filed with the director of ~~public safety~~ Community Development. All applications shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in the amount of \$350.00 to defray investigative and administrative costs. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the \$350.00 investigative fee shall be retained.
- (b) The application shall include, but shall not be limited to: the name and address of the applicant; the proposed business to be carried on; if a partnership, the names and residence addresses of the partners; if a corporation, the names and addresses of the officers, the name and address of the agent for service of process, the name and address of the manager, and the names and addresses of all shareholders holding more than ten percent of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment. If the manager changes, the applicant must furnish the city clerk with the name and address of the new manager and other information as requested within ten days of such change. The applicant shall also disclose whether the applicant (its partners, if a partnership; its officers, manager, and shareholders having more than ten percent of any class of corporate stock, if a corporation) has been convicted of any felony, misdemeanor, or a violation of any municipal ordinance.
- (c) All applications shall be sworn to by the applicants before a notary public or other officer authorized to administer oaths.
- (d) The department of ~~public safety~~ Community Development or its designee shall review the application to determine compliance with city regulations and laws and to investigate the character and reputation of the applicant. If the director of ~~public safety~~ Community Development or his designee determines that the application appears to meet the requirements of applicable law, the director of ~~public safety~~ Community Development shall forward the application to the city clerk, who shall schedule and conduct a public hearing as provided in subsection (f) of this section.
- (e) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints to be forwarded to the state bureau of investigation and to the Federal Bureau of Investigation, as specified in O.C.G.A. § 3-3-2(c).
- (f) The city clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the city clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this chapter, and the name of the applicant, and if a partnership, the name of the partners, and if a corporation, the names of the president, secretary and treasurer of such corporation. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the city clerk. Each applicant for a license for consumption on the premises of alcoholic beverages shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten days prior to consideration of the application by the city clerk, a notice of the pending application, meeting the following minimum specifications: this notice shall be painted or printed in black letters three inches or more in height, against a white background, on a wooden or metal sign, and having a surface of not less than 12 square feet, and shall be placed with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the city clerk hearing, and the name of the person making the application. If, after conducting the public hearing, the city clerk determines that the application meets the requirements of this chapter, the city clerk shall place the application on the consent agenda of the next available city council meeting. The license shall be issued following approval of the consent agenda.
- (g) The city shall have the authority to prescribe forms for new or renewal applications. All applicants shall furnish data, information and records as required by the city and shall ensure compliance with

the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.

- (h) Any untrue or misleading information contained in, or material statement omitted from, an original, renewal or transfer application for a license shall be cause for the denial or revocation thereof.
- (i) In all instances in which an application is denied under the provisions of this chapter, the applicant may not re-apply for a license for at least one year from the final date of such denial.
- (j) Each applicant shall certify that the applicant has read this chapter, and if a license is granted, each licensee shall maintain a copy of this chapter on the premises and shall require each of the licensee's employees to be familiar with this chapter.

(Code 1989, § 3-6; Ord. No. 218-A, § 1.006, 9-22-1986; Ord. No. 513, § 1, 12-2-2002; Ord. No. 566, 4-18-2005; Ord. No. 573, 9-6-2005; Ord. No. 679, §§ 1, 3, 7-15-2013)

Sec. 4-7. - Inspection of licensed establishments by the department of ~~public safety~~ Community Development.

Sworn officers of the city department of ~~public safety~~ Community Development shall have the authority to inspect establishments licensed under the alcoholic beverage ordinances of the city during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of any other city officer to conduct inspections authorized by other provisions of law.

(Code 1989, § 3-7; Ord. No. 218-A, § 1.007, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Editor's note— Ord. No. 679, § 1, adopted July 15, 2013, changed the title of section 3-7 from "Inspection of licensed establishments by the police department" to "Inspection of licensed establishments by the department of ~~public safety~~ Community Development." The historical notation has been preserved for reference purposes.

Sec. 4-8. - Audits.

The city shall have the authority to conduct an audit of the books and records of any licensee to ensure the licensee's compliance with the provisions of this chapter. In such event, the city shall notify the licensee of the date, time and place of the audit.

(Code 1989, § 3-8; Ord. No. 218-A, § 1.008, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-9. - Licensing qualifications.

- (a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence.
- (b) No retailer or consumption on premises license will be granted to any person who is not a resident of a county or municipality within the state where the sale of distilled spirits is authorized.
- (c) (1) If the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers, managers and majority stockholders. Notwithstanding the foregoing, the provisions of subsections (a) and (b) of this section shall be waived for a corporation, if the following shall be established:
 - a. All majority stockholders of the corporation shall meet all the provisions of this section other than those provided in subsections (a) and (b) of this section; and

- b. The corporation:
 - 1. Is qualified and registered to do business within the state;
 - 2. Has and continuously maintains in the county a registered agent who is a resident of the county, and upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served;
 - 3. Consents to being subject to the jurisdiction and venue of the courts in this county. The licensee shall file written proof of compliance with the foregoing, as well as its agent's written consent to serve as agent and its consent to be subject to the jurisdiction and venue of the courts in this county with the director of **public safety** **Community Development** in such form as the director of **public safety** **Community Development** may prescribe; and
- c. The corporation must meet one of the following criteria:
 - 1. The corporation must have a net worth of not less than \$5,000,000.00 as determined on the basis of the corporation's most recent audited financial statement, prepared within 12 months of the date upon which the applicant applies for a license hereunder;
 - 2. The corporation owns real property within the city in which it holds an equity value of not less than \$1,000,000.00 and the city shall be the sole determinant of such equity value; or
 - 3. The corporation must have obtained a surety bond issued by a surety company authorized to do business in this state or have established a joint trust account with a licensed and insured bank or savings institution located in this state for the purpose of indemnifying the city from damages it may suffer as a result of a violation of this chapter or any obligation arising therefrom. The amount of the bond or trust account shall be an amount not less than \$75,000.00. Should the corporation obtain a surety bond, it shall be in favor of the city and the city may bring an action under the bond to recover damages suffered. Should the corporation choose to set up a trust account, it shall be set up jointly in the name of the corporation and the city, and shall require the authorization of both the corporation and the city before any funds may be withdrawn therefrom.
- (2) If the licensee shall be a corporation, the license shall be issued jointly to the corporation and to the majority stockholders, if such stockholders are individuals; provided, however, that if stock in the corporation is traded on any of the national stock exchanges, the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. Where the majority stockholder is not an individual, then the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. In the case of a partnership, the license will be issued to one of the partners.
- (d) No license for the sale of alcoholic beverages shall be granted to any person who, within five years prior to the filing of the application for such license, has been convicted under any federal, state or local law, of any misdemeanor involving moral turpitude, or of any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.
- (e) No license for the sale of alcoholic beverages shall be granted to any person who is a city employee or an elected or appointed city official, or who is a spouse or minor child of a city employee or an elected or appointed city official. It shall be unlawful for such person to have a financial interest in any such city license, or in any establishment licensed under the provisions of this chapter.
- (f) No license for the sale of alcoholic beverages shall be granted to any person who has had any city license revoked within two years prior to the filing of the application.
- (g) The director of **public safety** **Community Development** may decline to issue a license when any person having any interest in the operation or control of such establishment does not meet the same character requirements as herein set forth for the licensee.

- (h) All licensed establishments must have and continuously maintain in the county a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served. This person must be a resident of the county. The licensee shall file the name of such agent, along with the written consent of such agent, with the director of ~~public safety~~ Community Development in such form as the director may prescribe.
- (i) In determining whether or not any license shall be granted, in addition to the other provisions of this chapter, the following shall be considered in the public interest and welfare:
 - (1) If the applicant holds or has previously held a license to sell alcoholic beverages, whether or not such applicant has violated any law, regulation or ordinance relating to such license or the business conducted pursuant to such license; and
 - (2) Whether the applicant has previously had a license to sell alcoholic beverages suspended or revoked.

(Code 1989, § 3-9; Ord. No. 218-A, § 1.009, 9-22-1986; Ord. No. 515, § 1, 1-21-2003; Ord. No. 679, § 4, 7-15-2013)

Sec. 4-10. - Compliance and fee payment prior to license issuance; term of license; proration of fees; no refund.

- (a) Before a license shall be granted, the applicant shall comply with all city rules and regulations pertaining to the sale of alcoholic beverages, and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the city council and kept on file in the office of the city clerk.
- (b) All licenses shall be granted for the full calendar year or for the number of months remaining in the calendar year. Any applicant granted a license before July 1 shall pay the full license fee without proration. License fees for licenses granted on or after July 1 shall be prorated based on the number of months remaining in the calendar year. A partial month shall be counted as a full month.
- (c) License fees are not refundable.

(Code 1989, § 3-10; Ord. No. 218-A, § 1.010, 9-22-1986)

Sec. 4-11. - Nonprofit civic organization's temporary permit.

Any bona fide nonprofit civic organization may be issued a temporary permit authorizing the organization to sell alcoholic beverages for consumption on the premises or to sell wine at retail for off-premises consumption, or both, for a period not to exceed three days, subject to all laws and ordinances regulating the time for selling such beverages. The temporary permit shall be valid for only the place specified in the permit and no more than two permits may be issued to the applicant organization in any one calendar year. The organization must make application to the director of ~~public safety~~ Community Development and pay the fee that may be established from time to time by the city council. As used in this section, the term "bona fide nonprofit civic organization" means an entity which is exempt from federal income tax pursuant to the provisions of 26 USC § 501(c), 501(d) or 501(e).

(Code 1989, § 3-11; Ord. No. 218-A, § 1.036, 9-22-1986; Ord. No. 679, § 5, 7-15-2013)

Sec. 4-12. - Excise tax—Malt beverages.

- (a) There is hereby levied and imposed upon the sale of malt beverages within the city, a specific excise tax as follows:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container sold containing not more than 15½ gallons, and a proportionate tax at the same rate on all fractional parts of 15½ gallons.
 - (2) Where malt beverages are sold in bottles, cans, or other containers except barrel or bulk containers, a tax of \$0.05 per 12 ounces, and a proportionate tax at the same rate on all fractional parts of 12 ounces.
- (b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer in malt beverages. Each wholesale dealer selling malt beverages within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of malt beverages, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made, the amount of excise tax due in accordance with this section.
- (c) Wholesale dealers failing to remit excises taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-12; Ord. No. 141, § 1, 4-28-1975; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on malt beverages required, O.C.G.A. § 3-5-80.

Sec. 4-13. - Same—Wine.

- (a) There is hereby levied and imposed upon the sale of wine within the city a specific excise tax in the amount of \$0.22 per liter, and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) The taxes imposed by this section shall not be levied with respect to:
- (1) Wine sold to and used by established and recognized churches and synagogues for use in sacramental services only;
 - (2) Any sale of wine which is exempt from taxation by the state under the Constitution of the United States;
 - (3) Wine sold to persons outside the state for resale or consumption outside the state; or
 - (4) Wine which contains less than one-half of one percent alcohol.
- (c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of wine. Each wholesale dealer selling wine within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of wine, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (c) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-13; Ord. No. 104, § 35, 2-14-1967; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on wine, O.C.G.A. § 3-6-60.

Sec. 4-14. - Same—Distilled spirits sold by the package.

- (a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits by the package within the city in the amount of \$0.22 per liter of distilled spirits, excluding fortified wine, and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of distilled spirits. Each wholesale dealer selling distilled spirits within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (c) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-14; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on the sale of distilled spirits by the package, O.C.G.A. § 3-4-80.

Sec. 4-15. - Same—Distilled spirits sold by the drink.

- (a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits in the amount of three percent of the charge to the public for the beverages.
- (b) The excise tax imposed in subsection (a) of this section shall not apply to the sale of fermented beverages made in whole or in part from malt or any similar fermented beverage.
- (c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the retailer or retail dealer of distilled spirits sold by the drink. Each retailer or retail dealer selling distilled spirits by the drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits sold, by the drink, during the month. Each such retail dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Retailers or retail dealers collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.
- (e) Retail dealers failing to remit excise taxes due and payable to the city as outlined in subsections (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-15; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on distilled spirits sold in private clubs, O.C.G.A. § 3-4-130.

Sec. 4-16. - Same—Distilled spirits in private clubs.

- (a) The excise taxes imposed in sections 4-12, 4-13 and 4-14 are applicable to sales of malt beverages, wine, and distilled spirits to private clubs located within the corporate limits of the city.

Those taxes are imposed upon and shall be paid by the licensed wholesale dealers in malt beverages, wine and distilled spirits, respectively.

- (b) The three percent excise tax imposed in section 4-15 on the sale of distilled spirits by the drink is applicable to private clubs located within the corporate limits of the city. Those taxes shall be paid by the licensed private club selling mixed drinks.
- (c) Each private club selling distilled spirits by the drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits, sold by the drink, during the month. Each such private club shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Private clubs collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.
- (e) Private clubs failing to remit excise taxes due and payable to the city as outlined in subsections (b), (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-16; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on private club distilled spirits sales required, O.C.G.A. § 3-7-60.

Sec. 4-17. - Distance requirements.

- (a) No person may sell or offer to sell alcoholic beverages:
 - (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
 - (2) Within 300 feet of any public library or branch thereof;
 - (3) Within 300 feet of the property line of any church, shrine, chapel of a mortuary or other place used exclusively for religious services, and any school grounds or college campus;
 - (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes; or
 - (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children.

The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges of this state. A school bus stop is defined as a designated place where five or more children board the bus.

- (b) For premises that are located or proposed to be located in the central business district (as defined in section 1.4.2 of the Unified Development Code), distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the nearest public sidewalk, street or highway, then along such sidewalk, street or highway by the nearest route to the front door of the premises from which alcoholic beverages are to be sold. For premises that are located or proposed to be located in all other areas of the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop. Every license application shall include a scale drawing of the location of the proposed premises, showing the

distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.

- (c) The distance requirements of this section pertaining to colleges are intended to apply to the main or primary campus or grounds of a college. For various reasons, a college may occasionally lease subordinate space away from its main campus or grounds to conduct its activities (a subordinate facility). For the purposes of determining compliance with the distance requirements of this section, a subordinate facility shall not be considered a college if all of the following conditions are met:
- (1) The college is occupying the subordinate facility as a tenant under a lease agreement;
 - (2) The amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility;
 - (3) The subordinate facility is located in a commercially-zoned district; and
 - (4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.

Notwithstanding the foregoing, no license for the sale of alcoholic beverages shall be granted with respect to an establishment that is located in the same building as a subordinate facility or within 50 feet of a subordinate facility.

- (d) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption license if there exists one or more of the conditions set forth in subsection (d)(1) of this section, and all of the conditions set forth in subsection (d)(2) of this section:
- (1)
 - a. The establishment is designed to be an integral part of planned mixed use development;
 - b. The establishment is located within a shopping center with an aggregate leasable area of 50,000 square feet or more;
 - c. The primary entrance of the establishment is not directly visible along the line of measurement and is physically separated from the residence;
 - d. There are other licensed establishments of a similar nature in the immediate vicinity;
 - e. The residence is not a single-family detached residence.
 - (2)
 - a. There are practical or economic difficulties in carrying out the strict letter of the distance requirements;
 - b. The request is not based primarily on the desire to reduce the cost of developing the site;
 - c. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
 - d. The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law.
- (e) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a school grounds or college campus and an eating establishment (as the term "eating establishment" is used in section 4-47) seeking an on-premises consumption license, provided that all of the conditions set forth below exist:
- (1) The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;
 - (2) The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;

- (3) There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption would be sold already contains a commercial kitchen;
- (4) The request is not based primarily on the desire to reduce the cost of developing the site;
- (5) The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
- (6) The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;
- (7) The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.

(Code 1989, § 3-17; Ord. No. 218-A, § 1.011, 9-22-1986; Ord. No. 512, § 1, 12-2-2002; Ord. No. 524, § 1, 3-3-2003; Ord. No. 532, § 1, 12-15-2003; Ord. No. 643, § 1, 7-19-2010)

State Law reference— Sales near churches, etc., O.C.G.A. § 3-3-21.

Sec. 4-18. - Condition of premises.

- (a) All licensed premises shall be kept clean and shall be in full compliance with all ordinances and regulations of the city, county and state.
- (b) The county health department shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all city, county and state health rules and regulations, and report any violation to the city clerk.
- (c) The city department of ~~public safety~~ **Community Development** shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all city, county and state fire regulations, and report any violations to the city clerk.
- (d) The director of ~~public safety~~ **Community Development** or his designee shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all technical codes of the city.
- (e) The city department of ~~public safety~~ **Community Development** shall have the authority to inspect periodically the licensed premises to determine if the licensed premises is in compliance with all provisions of this chapter, and report any violation to the city clerk.

(Code 1989, § 3-18; Ord. No. 218-A, § 1.012, 9-22-1986; Ord. No. 679, §§ 1, 6, 7-15-2013)

Sec. 4-19. - Renewal of license.

All licenses granted hereunder shall expire on December 31 of each year. A licensee who desires to renew his license shall file a renewal application accompanied by the requisite license fee with the city upon forms prescribed by the city on or before November 15 of each year without penalty, and not later than December 15. Applications for renewal filed after November 15 and on or before December 15 shall be subject to a penalty of ten percent of the license fee. No renewal license shall be granted on applications filed after December 15, but such applications 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 issued. Failure of a licensee to comply with any section of this Code shall subject the licensee to non-renewal of the license.

(Code 1989, § 3-20; Ord. No. 218-A, § 1.014, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-20. - Transfer of license.

- (a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided herein.
- (b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death, or until expiration of the license, or until approval of a new licensee, whichever shall first occur, provided that no sale of alcoholic beverages shall be allowed until such time as a personal representative of the estate, appointed by a probate court of competent jurisdiction, shall make application for authorization with the city clerk.
- (c) In the event that a license is surrendered, or a licensee severs such person's association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of 45 days from the date of surrender, or from the date determined to be the date of severance, provided that no such sale shall be authorized until such time as a new application for a license is made, such application indicating that no change of ownership has occurred, except as excepted herein. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.
- (d) Nothing in this section, however, shall prohibit one or more of the partners in a partnership holding a license to withdraw from the partnership in favor of one or more of the partners who were partners at the time of the issuance of the license. This section shall not prohibit transfer of stock between persons who held stock in the corporate owner at the time of issuance of the license, nor shall it prohibit transfers of stock which do not result in any person increasing such person's stock holdings to a total of ten percent or more of any class of stock.
- (e) Should a transfer of location be approved, with no change of ownership of the business, the license fee paid for the old location shall be applied to the new location.
- (f) Except as provided above, any change in the ownership of any entity owning a licensed establishment shall cancel and revoke any license issued hereunder automatically, without the necessity of any hearing.
- (g) Violation of this section shall result in revocation of the license being used and a fine as provided in section 1-8. No license will be issued to the old or the new owner in the city for one year from the date of the violation.

(Code 1989, § 3-21; Ord. No. 218-A, § 1.015, 9-22-1986)

Sec. 4-21. - Prohibited sales.

- (a) Except as otherwise authorized by law, no licensee shall sell or permit to be sold alcoholic beverages to any person under 21 years of age.
- (b) No licensee shall permit on the licensed premises the sale, barter, exchange, giving, providing or furnishing of alcoholic beverages to any person who is in a state of noticeable intoxication.
- (c) No licensee shall permit the sale of alcoholic beverages on Sunday, except as otherwise provided in this chapter.
- (d) No licensee authorized to sell alcoholic beverages by the package shall sell or permit to be sold any single beer, wine cooler or similar alcoholic beverage that is customarily packaged for sale as part of a four-pack, six-pack, 12-pack, or similar package, unless such single beer, wine cooler or similar alcoholic beverage is displayed for sale in an enclosed case, cabinet or other structure located not closer than 20 feet from the front door of the premises and not closer than 20 feet from any cash register in the premises. The intent of this subsection is to prohibit sales of single beers, wine coolers or similar alcoholic beverages from open, cooled containers such as ice-filled buckets, tubs, or

barrels and to prohibit such sales from other containers located within 20 feet of the front door and cash registers of the premises.

(Code 1989, § 3-22; Ord. No. 218-A, § 1.016, 9-22-1986)

State Law reference— Local authorization as to Sunday sales, O.C.G.A. § 3-3-7.

Sec. 4-22. - Under-age persons on licensed premises.

- (a) No licensee shall permit any person under 21 years of age to be in, frequent or loiter about the licensed premises unless such person is accompanied by a parent, legal guardian or custodian; provided, however, that such person shall be permitted in eating establishments or private clubs as defined herein without being accompanied by a parent, legal guardian or custodian, and provided further, that this section shall not apply to persons who are employees under the terms of this chapter.
- (b) No licensee shall allow or require a person in such person's employment under 18 years of age to dispense, serve, sell or take orders for any alcoholic beverages.
- (c) No licensee shall employ any person under the age of 21 years to work as an entertainer in any licensed establishment, unless such person has obtained written, notarized permission from such person's parents or legal guardian, nor shall any licensee allow any such person to work without such proof of permission.
- (d) In the event a supermarket, convenience store, brewery or drugstore employs persons under 21 years of age who will or may sell or handle alcoholic beverages which are sold for consumption off the premises, the following regulation is hereby imposed: All employees under 21 years of age shall request proper age identification from any person attempting to purchase alcoholic beverages and appearing to be 25 years of age or less.
- (e) In addition to the above, the following regulations shall be imposed and shall apply to all persons becoming employed by such a supermarket, convenience store, brewery or drugstore:
 - (1) For the first six months of employment, an employee under 21 years of age shall be on probationary status. During probationary status, the employee shall be trained and supervised periodically with respect to the procedure for requesting proper age identification and declining to sell alcoholic beverages to those under 21 years of age failing to produce proper identification.
 - (2) During an employee's probationary status period, the employee's supervisor shall periodically monitor and review the employee's request of proper age identification and decision to sell or not to sell alcoholic beverages to various customers. Should an employee, during his probationary status period, be found to sell or attempt to sell alcoholic beverages to any person under 21 years of age, the supermarket, convenience store, brewery or drugstore employing such employee shall be required to terminate the employee.
- (f) In addition to the above requirements, all supermarkets, convenience stores, breweries and drugstores selling alcoholic beverages of any kind shall post a notice no smaller in size than eight inches by ten inches in a conspicuous place on the premises, which provides as follows: "Pursuant to local ordinance, employees are required to request proper age identification before selling alcoholic beverages."

(Code 1989, § 3-23; Ord. No. 218-A, § 1.017, 9-22-1986; Ord. No. 260, § 1, 7-10-1989; Ord. No. 359, § 1, 4-10-1995)

State Law reference— Furnishing, etc., to minors, O.C.G.A. § 3-3-23; persons under 18 years of age not allowed or required to serve, sell, or take orders for alcoholic beverages, O.C.G.A. § 3-3-24.

Sec. 4-23. - Advertising.

- (a) Except as otherwise authorized in this section, no outdoor advertising or signs promoting the sale of alcoholic beverages, or the prices of such beverages, shall be permitted on the exterior of any licensed premises, or on the windows or elsewhere in the premises that may be viewed from the outside. The posting of signage identifying the name of the licensed premises, which may include "beer," "wine," or similar terms, shall not constitute a violation of this section.
- (b) Lighted signs advertising beer and wine may be placed on the furthest back wall of a licensed premises.

(Code 1989, § 3-24; Ord. No. 218-A, § 1.018, 9-22-1986; Ord. No. 679, § 7, 7-15-2013)

State Law reference— Advertisement of prices, O.C.G.A. § 3-4-26.

Sec. 4-24. - Required signs; posted information.

- (a) In addition to other postings required herein or by law, all licensees shall post in a prominent location on licensed premises, in a manner whereby it may be easily viewed by patrons, an approved sign setting forth or summarizing the laws of the city and the state in regard to the sale of alcoholic beverages to underage, intoxicated or pregnant persons. Each such sign shall be of a size and configuration approved by the director of ~~public safety~~ Community Development, and shall include either the language of the applicable Code sections or summaries approved by the director of ~~public safety~~ Community Development. The department of ~~public safety~~ Community Development is authorized to design and have printed approved signs, which shall be made available to licensees at a price to be established by the director of ~~public safety~~ Community Development.
- (b) All licensees shall display in prominent places or on their menus, their current prices of alcoholic beverages, by the drink. Any price change must remain valid for seven consecutive calendar days. The licensee shall furnish to any customer who so desires an itemized bill of charges, which shall not exceed the established price list.
- (c) All licensees shall indicate plainly the price of all alcoholic beverages exposed for sale by tags or labels on the bottles or containers or on the shelf immediately below the space in which the containers are placed.

(Code 1989, § 3-25; Ord. No. 218-A, § 1.019, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Sec. 4-25. - Contents of bottles.

Except during the initial bottling by the manufacturer, it shall be unlawful for any licensee to add to the contents of a bottle or to refill empty bottles or in any other manner to misrepresent the quantity, quality or brand name of any alcoholic beverage.

(Code 1989, § 3-26; Ord. No. 218-A, § 1.020, 9-22-1986)

Sec. 4-26. - Furnishing to, purchase of, or possession by person under 21 years of age of alcoholic beverages.

The provisions of O.C.G.A. § 3-30-23, as amended from time to time, shall govern with respect to underage sales and possession of alcoholic beverages.

(Code 1989, § 3-27; Ord. No. 679, § 8, 7-15-2013)

Sec. 4-27. - Retailer to purchase from licensed wholesaler only.

No retailer shall purchase alcoholic beverages from any person not a wholesaler licensed by both the state and city under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed by both the state and city under this chapter. Retail and wholesale dealers licensed under the provisions of this chapter shall be required to demonstrate compliance with this section to the city upon written receipt of a request for information.

(Code 1989, § 3-28; Ord. No. 218-A, § 1.022, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-28. - Revocation, suspension or other penalty.

- (a) The city clerk shall be authorized to suspend or revoke an alcoholic beverage license or impose other penalties upon the licensee under the conditions set forth in this section. However, no revocation, suspension or other penalty shall be imposed without first providing a licensee the notice, hearing and appeal rights as more specifically provided in section 4-29.
- (b) Sufficient grounds for the suspension or revocation of a license or the imposition of other penalties include, but are not limited to, the following:
 - (1) A licensee has failed to open for business within six months after approval of the license; provided, however, prior to the expiration of such period, the city clerk may extend the time in which a licensee is required to open for business by up to six months, upon the timely receipt of a written request from a licensee for such an extension.
 - (2) After opening for business, a licensee has ceased to operate the business for a period of three consecutive months.
 - (3) A licensee's state license or permit for the sale of alcoholic beverages has been revoked.
 - (4) A licensee, or such licensee's employee or agent, has sold alcoholic beverages during a period of suspension.
 - (5) A licensee gave false or misleading information in the original application or renewal process.
 - (6) A licensee has failed to pay any fee, license fee, fine or other amount of money due to the city under this chapter or any other licensing ordinance of the city.
 - (7) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be under the age of 21 years.
 - (8) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication.
 - (9) A licensee has failed to maintain any and all of the general qualifications applicable to the initial issuance of a license as set forth in section 4-9.
 - (10) A licensee has violated any other law, ordinance or regulation governing the operation of establishment license to sell alcoholic beverages or which is reasonably related to the operation of such establishments.
 - (11) A licensee, or such licensee's employee or agent, has violated any other provision of this alcoholic beverage chapter.

- (c) Subject to the notice, hearing and appeal rights of a licensee as provided in section 4-29, the city clerk is authorized, but not required, to revoke the license of any licensee found to be in violation of this chapter. In lieu of revocation, the clerk is also authorized to suspend the license of a licensee violating any provision of this chapter. In the event that the clerk elects to suspend a license, such license shall be suspended for three days for the first violation and 30 days for a second violation occurring within any consecutive 12-month period. For a third violation occurring within any consecutive 12-month period, the license shall be revoked. In lieu of revocation or suspension, the city clerk is also authorized, but not required, to accept a voluntary offer of a civil monetary penalty from the licensee, not to exceed \$1,000.00 per violation. No licensee or any other applicant may apply for a license for the same premises during any period of suspension or revocation. In determining the severity of any sanction imposed under this section, the city clerk may take into consideration any documented evidence that the licensee has, on prior occasions, undertaken proactive efforts to promote compliance with the provisions of this chapter, including the provisions of this chapter prohibiting the sale or serving of alcohol to minors. Documented evidence of such activities shall include, but shall not be limited to, written evidence that the licensee has promptly reported violations or attempted violations of this chapter.

(Code 1989, § 3-29; Ord. No. 218-A, § 1.023, 9-22-1986; Ord. No. 359, § 2, 4-10-1995; Ord. No. 373, 3-25-1996; Ord. No. 722, § 2, 3-21-2016)

Sec. 4-29. - Hearing procedures; appeal.

- (a) Prior to imposing any sanction authorized by section 4-28, the city clerk shall provide written notice to the licensee specifying the licensee's alleged violations of this chapter and the date, time and place of the hearing to be held before the city clerk to determine if the violations have occurred. The date of the hearing shall be not less than five nor more than 30 days after the date of the written notice. At the request of the city clerk, the city council may appoint a hearing examiner to perform the duties of the city clerk under section 4-28 and this section. Hearings shall be conducted under rules issued by the city clerk, which shall be consistent with rules applied in administrative proceedings, and shall ensure that each party may present evidence, cross-examine witnesses and be represented by legal counsel. All testimony shall be sworn. The city shall have the responsibility to present evidence sufficient to carry the burden of proof by a preponderance of the evidence. Following the hearing, the city clerk shall prepare a written order to include findings, conclusions and sanctions (if any). A copy of the order shall be forwarded by certified mail to the licensee the same date it is filed in the office of the city clerk, with additional copies furnished to the city administrator and the director of ~~public safety~~ [Community Development](#).
- (b) The order issued by the clerk in accordance with the procedures outlined above shall be stayed for a period of ten days after the issuance of the order. During this ten-day period, the licensee shall have the right to file an appeal to the city council. If the licensee files a timely appeal, the city clerk's order shall be stayed until the appeal is heard or withdrawn. If the licensee does not file a timely appeal, the city clerk's order shall be final.
- (c) The notice of appeal to the city council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the city clerk shall submit the entire record of the case to the city council and may also submit a memorandum in response to the memorandum filed by the licensee. The clerk shall place the appeal on the agenda of the next regular city council meeting occurring not less than ten nor more than 30 days after receipt of the appeal, unless the appellant stipulates to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the city council will receive oral arguments on the written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments (if any) and other evidence in the record. Following the appeal hearing, the council may sustain, overrule or modify the order of the city clerk. In lieu of suspension or revocation, the city council may impose a

fine upon any licensee, not to exceed \$1,000.00 for each violation occurring on the licensed premises. The city council shall also have the option to refer the matter to the clerk for a de novo hearing, or for the taking of additional evidence on specific points, and in either of such cases, the city clerk shall proceed as provided in this chapter. If the city council does not refer the matter back to the clerk, the decision of the mayor and council shall be final, and the appellant shall have the right to seek a writ of certiorari to the superior court of the county within 30 days of the final action of the mayor and city council. The final action of the city council shall be reduced to a written order signed by the mayor. The original of the mayor's order shall be filed in the record of the case, and a copy of the order shall be included in the minutes of the city council meeting. It shall be the responsibility of the clerk to provide a copy of the order to the appellant.

(Code 1989, § 3-30; Ord. No. 218-A, § 1.024, 9-22-1986; Ord. No. 373, 3-25-1996; Ord. No. 679, § 1, 7-15-2013)

Secs. 4-30—4-46. - Reserved.

ARTICLE II. - ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES

Sec. 4-47. - Locations where prohibited.

(a) No alcoholic beverages may be sold by the drink for consumption on the premises where sold except in:

- (1) Eating establishments regularly serving prepared food, with a full-service kitchen consisting of a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the county health department and the city fire marshal, prepared to serve food every hour they are open;
- (2) Supermarkets or wine bars, where these establishments are permitted to seat 45 or more persons pursuant to applicable building, fire and safety codes in effect for the city;
- (3) Cigar shops;
- (4) Art galleries or art studios; or
- (5) Hotels, motels or high-rise office and apartment buildings.

When located in hotels, motels and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall or other publicly-used interior portion of the primary use structure. Unless otherwise expressly exempted in this chapter from this requirement, establishments not located in hotels or motels shall derive a minimum of 50 percent of their total annual gross food and beverage sales from the sale of prepared meals or food (except that wine bars shall derive a minimum of 40 percent). Hotels or motels containing such establishments shall derive a minimum of 50 percent of their total annual gross income from the sales of prepared meals or food and from the rental of rooms for overnight lodging. For the purposes of this chapter, the term "hotel" or the term "motel" means an establishment that contains not less than 35 separate rooms for overnight lodging.

(b) On or before the 20th day of each calendar month, each such establishment shall file a report of the previous calendar month's operation with the office of the director of finance verifying compliance with the above provisions. Such reports shall be filed on forms designated by the city. These forms are also used to report excise taxes on the sale of distilled spirits by the drink, which are also due by the tenth day of each calendar month. Any licensed establishment that fails to meet the appropriate percentage requirements for two consecutive months shall be subject to immediate revocation. An audit may be required at any time to ensure compliance with these provisions. Nothing in this section shall be deemed to prohibit hotel room service of alcoholic beverages.

(Code 1989, § 3-40; Ord. No. 218-A, § 1.025, 9-22-1986; Ord. No. 573, 9-6-2005; Ord. No. 659, § 1, 12-19-2011; Ord. No. 679, §§ 1, 9, 7-15-2013; Ord. No. 740, § 2, 5-16-2017)

Sec. 4-48. - Hours of sale.

Alcoholic beverages shall not be sold for consumption on the premises except:

- (1) Monday through Saturday, between the hours of 9:00 a.m. and 2:00 a.m. of the following day; and
- (2) On Sunday from 12:30 p.m. until 2:00 a.m. on Monday in any licensed establishment which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, or which derives a minimum of 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(Code 1989, § 3-41; Ord. No. 218-A, § 1.026, 9-22-1986; Ord. No. 740, § 3, 5-16-2017)

Sec. 4-49. - Consumption sales only.

- (a) Except as may be otherwise expressly provided in this chapter, establishments holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package.
- (b) The foregoing prohibition, however, shall not apply with respect to the following:
 - (1) Supermarkets and brew pubs, as defined in section 4-1; provided, however, no such license shall include or authorize the sale of distilled spirits by the package; and
 - (2) Eating establishments, as defined in section 4-1, may sell wine by the package for off-premises consumption, provided that no more than ten percent of the interior floor area of the establishment is devoted to the display of package wine and no more than ten percent of the establishment's revenues derived from the sale of alcoholic beverages is derived from package wine sales. Notwithstanding the foregoing, the sales of wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1.
- (c) For the purposes of this chapter, where a person holds a license to sell alcoholic beverages by the package, including distilled spirits, at one establishment, and a license to sell alcoholic beverages for consumption on the premises at a contiguous establishment, and the licensed premises of each establishment are physically separate from the other, with the only interconnectivity between the establishments (if any) being an inside connecting service door or passageway, such establishments shall be considered separate and distinct establishments, provided that:
 - (1) Each establishment operates under a trade name different from the other;
 - (2) All business transactions are kept separate;
 - (3) Each establishment must operate in compliance with all other provisions of this chapter and all other laws and regulations applicable to such business;
 - (4) Each establishment has a separate entrance for the public and the establishments share no common entrance;
 - (5) The inside connecting service door or passageway (if any) must be located behind the bar or service counter of each establishment or otherwise so situated or maintained as to be reasonably accessible only to the licensee or employees of the establishments, and only the licensee and employees of the establishments may use such door or passageway; and

- (6) All other conditions required by state regulations applicable to such contiguous operations are met.

(Code 1989, § 3-42; Ord. No. 218-A, § 1.027, 9-22-1986; Ord. No. 679, § 10, 7-15-2013; Ord. No. 694, § 1, 9-15-2014; Ord. No. 701, § 1, 2-23-2015; Ord. No. 722, § 3, 3-21-2016; Ord. No. 740, § 4, 5-16-2017)

Sec. 4-50. - Regulations as to employees; permit.

The following regulations regarding employees shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

- (1) An employee shall meet the same character requirements as set forth in the general requirements for the licensee, except for the residency requirements.
- (2) No person shall be employed by an establishment holding a license hereunder until such person has been fingerprinted or cleared by the department of ~~public safety~~ Community Development and a permit issued indicating that such person is eligible for this employment. The permit issued to a person under this section shall be either of the following:
 - a. Alcoholic beverage permit, which shall be issued only to a person who must be 21 years of age or older, and who sells, serves or dispenses alcoholic beverages;
 - b. Non-alcoholic beverage permit, which shall be issued to a person whose employment includes, but is not limited to, host, hostess, doorman and bouncer.
- (3) No permit shall be issued until such time as a signed application has been filed with the director of ~~public safety~~ Community Development and a search of the criminal record of the applicant completed. Such application shall include, but shall not be limited to, the name, date of birth and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.
- (4) The director of ~~public safety~~ Community Development shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this article, the director of ~~public safety~~ Community Development shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the director of ~~public safety~~ Community Development shall notify the employer that this person is not eligible for employment.
- (5) It shall be the duty of all persons holding any license to sell alcoholic beverages to file with the director of ~~public safety~~ Community Development the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers.
- (6) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the director of ~~public safety~~ Community Development or the city clerk.
- (7) This section shall not be construed to include employees whose duties are limited solely to those of busboy, cook or dishwasher.
- (8) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (9) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the city department of ~~public safety~~ Community Development.

- (10) All permits issued hereunder remain the property of the city and shall be produced for inspection upon the demand of any officer of the city department ~~of public safety~~ Community Development.
- (11) Unless waived or modified by the director of ~~public safety~~ Community Development, the provisions of this section relative to employees shall also apply to any of the licensee's volunteers or contractors engaged in the service of alcohol.

(Code 1989, § 3-43; Ord. No. 218-A, § 1.028, 9-22-1986; Ord. No. 622, § 1, 5-19-2008; Ord. No. 679, § 1, 7-15-2013)

State Law reference— Age of employees, O.C.G.A. § 3-3-23; persons under 18 years of age not allowed or required to serve, sell, or take orders for alcoholic beverages, O.C.G.A. § 3-3-24.

Sec. 4-51. - Open area, sidewalk, deck and patio sales.

The consumption and/or sale of alcoholic beverages may be allowed in open areas, sidewalks, decks, patios or similar unenclosed spaces on or about the premises of an establishment licensed to sell alcohol for consumption on the premises if written application is made to and approved by the director of ~~public safety~~ Community Development, or his designee, under such conditions as the director may deem appropriate for the protection of public health, safety and welfare, including, but not limited to, maximum capacity, ingress and egress.

(Code 1989, § 3-44; Ord. No. 218-A, § 1.029, 9-22-1986; Ord. No. 679, § 11, 7-15-2013)

Sec. 4-52. - Happy hour promotions prohibited.

- (a) No licensee, or employee or agent of a licensee, shall engage in any of the following practices in connection with the sale or other disposition of alcoholic beverages for consumption on the premises:
 - (1) The giving away of any alcoholic beverage in conjunction with the sale of any other alcoholic beverage;
 - (2) The sale of two or more alcoholic beverages for a single price, including the sale of all such beverages a customer can or desires to drink at a single price;
 - (3) Selling, offering to sell or delivering to any person any alcoholic beverage at a price less than one-half the price customarily charged for such alcoholic beverage, provided, nothing contained herein shall be construed to prohibit reducing the price of a drink by up to one-half the price customarily charged;
 - (4) Requiring or allowing the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been consumed, by any one person;
 - (5) Increasing the volume of alcoholic beverage contained in a drink without proportionately increasing the price customarily charged for such beverage.

It is the intent of this section to prohibit activities typically associated with promotions referred to as "happy hour."

- (b) As used in this section, the phrase "customarily charged" means the price regularly charged for such alcoholic beverage during the same calendar week.

(Code 1989, § 3-45; Ord. No. 218-A, § 1.030, 9-22-1986)

Sec. 4-53. - Brown-bagging or BYOB prohibited; exceptions.

- (a) It is prohibited for any person to bring his own alcoholic beverage (brown-bagging) into any retail establishment, without regard to whether such establishment is licensed to sell alcoholic beverages, for consumption on such premises.
- (b) Exceptions. The foregoing prohibition in subsection (a) of this section is subject to the following specific exceptions:
 - (1) *Furnishing of wine by a patron of a restaurant.* Any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to bring into the restaurant one unopened bottle of wine for consumption on the premises. In order for this provision to apply, the restaurant must establish a policy for permitting same and must charge a minimum corkage fee of \$10.00 per bottle. Nothing in this section shall be deemed to require a restaurant to establish such a policy. Any wine not consumed at a restaurant shall be disposed of at the premises and not carried out in an open container, unless the restaurant is able to reseal and repackage the opened bottle of wine in accordance with section 4-54.
 - (2) *Patrons participating in cooking classes.* This section shall not prohibit any person who is participating in a cooking class offered by a retail establishment from bringing one unopened bottle of wine into the retail establishment to consume with the meal prepared as part of such class, provided:
 - a. The retail establishment has a policy permitting a patron participating in a cooking class to bring an unopened bottle of wine into the retail establishment for consumption on the premises by the patron;
 - b. The retail establishment does not charge a corking or other fee for same;
 - c. The price of a cooking class offered by the retail establishment does not vary based on whether class participants will be permitted to bring wine into the retail establishment for consumption on the premises;
 - d. No employee of the retail establishment under the age of 18 years shall be working in the establishment during the times such classes are offered; and
 - e. The retail establishment has an established closing time of no later than 10:00 p.m. Any opened bottle of wine not consumed at the retail establishment during the cooking class shall be disposed of at the premises and not carried out in an open container. All other applicable state and city laws, regulations and ordinances which address the use and serving of alcoholic beverages shall apply to this subsection.
- (c) For the purposes of this section, the term "retail establishment" shall not include a private hotel room or similar guest room or a private club.

(Code 1989, § 3-46; Ord. No. 649, § 1, 5-16-2011; Ord. No. 679, § 12, 7-15-2013; Ord. No. 740, § 5, 5-16-2017)

Sec. 4-54. - Removal of wine from restaurant by patron.

Notwithstanding any other contrary provision of the ordinance from which this section derives, any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off the premises, if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the restaurant's premises. A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises. The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine or corkage fee and meal shall be provided by the licensee and attached to the container. If transported in a

motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(Code 1989, § 3-47; Ord. No. 649, § 1, 5-16-2011; Ord. No. 679, § 13, 7-15-2013)

State Law reference— Removal of wine from restaurant by patron, O.C.G.A. § 3-6-4.

Secs. 4-55—4-81. - Reserved.

ARTICLE III. - PRIVATE CLUBS^[2]

Footnotes:

--- (2) ---

State Law reference— Sale of distilled spirits by private clubs, O.C.G.A. § 3-7-1 et seq.

Sec. 4-82. - Exception for art galleries and art studios.

An art gallery or art studio may obtain a license for the sale of alcoholic beverages for consumption on the premises without meeting the requirement that the establishment provides a full-service kitchen serving prepared foods or derives a minimum of 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, provided that no more than ten percent of the establishment's total annual gross sales are derived from the sale of alcoholic beverages.

(Ord. No. 740, § 6, 5-16-2017)

Sec. 4-83. - Conditions to selling.

- (a) Private clubs may sell and dispense alcoholic beverages upon compliance with all applicable ordinances and regulations of the city governing the sale of such beverages (except as expressly exempted therein) and upon payment of such license fees and taxes as may be required by the existing ordinances, rules and regulations of the city.
- (b) Community service organizations which are chartered by Congress as patriotic, mutual-help, or war-time veterans' organizations shall be specifically exempted from section 4-16. Compliance with all other regulations of this chapter is required for such organizations.

(Code 1989, § 3-50; Ord. No. 218-A, § 1.032, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-84. - Private clubs exempt from percentage sales of food requirements.

Private clubs shall not be required to derive a certain percentage of annual gross receipts from the sale of prepared food.

(Code 1989, § 3-51; Ord. No. 218-A, § 1.033, 9-22-1986)

Sec. 4-85. - Hours of sale.

Alcoholic beverages shall not be sold for consumption on the premises except between the hours of 9:00 a.m. and 2:00 a.m., Monday through Saturday, and on Sunday from 12:30 p.m. to 2:00 a.m.

(Code 1989, § 3-52; Ord. No. 218-A, § 1.034, 9-22-1986)

Sec. 4-86. - Regulations as to employees.

The employee regulations set forth in section 4-50 pertaining to establishments holding a license for consumption on the premises shall also apply to private clubs licensed for consumption on the premises.

(Code 1989, § 3-53; Ord. No. 218-A, § 1.035, 9-22-1986)

Secs. 4-87—4-115. - Reserved.

ARTICLE IV. - PACKAGE LIQUOR^[3]

Footnotes:

--- (3) ---

State Law reference— Distilled spirits, O.C.G.A. § 3-4-40 et seq.

Sec. 4-116. - Types of establishments where retail sale permitted.

(a) No distilled spirits by the package shall be sold at retail except in:

- (1) Retail establishments devoted exclusively to the retail sale of alcoholic beverages by the package;
- (2) Retail establishments in which space has been set aside devoted exclusively to the retail sale of distilled spirits by the package, with ingress and egress provided directly to and only to the exterior of the building in which the facility is located and not to any other enclosed part of the building in which the facility is located, except as provided in subsection (a)(3) of this section; or
- (3) In hotels, motels and high-rise office buildings where every public entrance to this use shall be from a lobby, hallway or other interior portion of the primary use structure.

(b) Nothing in this section shall prohibit the retail sale within these establishments of liquid commodities and mixes normally used in the preparation and serving of distilled spirits.

(Code 1989, § 3-60; Ord. No. 218-A, § 1.037, 9-22-1986; Ord. No. 740, § 7, 5-16-2017)

Sec. 4-117. - Coin-operated or amusement machines prohibited; exception.

No retail dealer in liquors shall permit on such person's premises any slot machines of any kind or character or any coin-operated machines or any machine operated for amusement purposes. However, cigarette vending machines may be permitted.

(Code 1989, § 3-61; Ord. No. 218-A, § 1.038, 9-22-1986)

Sec. 4-118. - Hours of sale.

Retail package licensees licensed to sell packaged distilled spirits may engage in the package sale of distilled spirits only between the hours of 9:00 a.m. and 11:45 p.m., Monday through Saturday, and only between the hours of 12:30 p.m. and 11:30 p.m. on Sunday. These hours are to be determined by the standard of time in effect at the time of the sale.

(Code 1989, § 3-62; Ord. No. 218-A, § 1.039, 9-22-1986; Ord. No. 650, § 1, 6-13-2011)

Sec. 4-119. - Regulations as to employees.

The following regulations as to employees shall apply to all establishments holding a license for package liquor:

- (1) An employee shall meet the same character requirements as set forth in the general requirements for the licensee, except for the residency requirements.
- (2) No person shall be employed by an establishment holding a license hereunder until this person has been fingerprinted or cleared by the department of ~~public safety~~ Community Development and has been issued a permit by the department of ~~public safety~~ Community Development indicating that the person is eligible for this employment.
- (3) No permit shall be issued until such time as a signed application has been filed with the director of ~~public safety~~ Community Development, and a search of the criminal record of the applicant completed. Such application shall include, but shall not be limited to, the name, date of birth and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.
- (4) The director of ~~public safety~~ Community Development shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this chapter or other applicable law, the director of ~~public safety~~ Community Development shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the director of ~~public safety~~ Community Development shall notify the employer that this person is not eligible for employment.
- (5) It shall be the duty of all persons holding any license to sell alcoholic beverages to file with the director of ~~public safety~~ Community Development the name of the establishment and the license number and a list of all employees, with their home addresses and home telephone numbers.
- (6) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the director of ~~public safety~~ Community Development or the city clerk.
- (7) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (8) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the director of ~~public safety~~ Community Development.
- (9) All permits issued hereunder remain the property of the city, and shall be produced for inspection upon the demand of any officer of the department ~~of public safety~~ Community Development.

(Code 1989, § 3-63; Ord. No. 218-A, § 1.040, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Secs. 4-120—4-136. - Reserved.

ARTICLE V. - PACKAGE BEER, MALT BEVERAGES AND WINE

Sec. 4-137. - Type of retail establishment.

No package beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

- (1) Establishments which meet the same requirements applicable to establishments where distilled spirits may be sold (section 4-116);
- (2) Establishments maintaining 80 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exist as a nonconforming use;
- (3) Supermarkets, as defined in section 4-1;
- (4) Establishments which are duly licensed by the city to operate as a brew pub; or
- (5) Eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine by the package in accordance with the provisions set forth in section 4-49(b); provided, however, package sales shall be limited to wine only.

(Code 1989, § 3-70; Ord. No. 664, § 1, 4-16-2012; Ord. No. 722, § 4, 3-21-2016)

Sec. 4-138. - Hours of sale.

Retail package licensees licensed to sell packaged malt beverages, beer and wine may engage in the packaged sale of malt beverages, beer and wine only between the hours of 9:00 a.m. and 11:45 p.m., Monday through Saturday, and only between the hours of 12:30 p.m. and 11:30 p.m. on Sunday. These hours are to be determined by the standard of time in effect at the time of the sale.

(Code 1989, § 3-71; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-139. - Use of tags or labels to indicate prices.

Retailers shall indicate plainly, by tags or labels on the bottle or containers or on the shelf immediately below where the containers are placed, the prices of all beer, malt beverages and wine exposed or offered for sale.

(Code 1989, § 3-72; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-140. - Regulations as to coin-operated or amusement machines, and regulations as to employees.

The provisions applicable to coin-operated or amusement machines applicable to retail establishments devoted to the retail sale of distilled spirits (section 4-117) and regulations as to employees applicable to retail package licenses licensed to sell packaged distilled spirits (section 4-119) are also applicable to retail establishments licensed to sell beer, malt beverages and wine.

(Code 1989, § 3-73; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-141. - Growlers.

- (a) The sale of growlers in compliance with this article is authorized for those certain types of establishments designated in section 4-137(1), (3) and (4), which are licensed to sell malt beverages, but not distilled spirits, by the package. The filling of growlers with malt beverage drawn from a tap on a barrel, cask, tank, or keg on the premises shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter. The term "growler" means a container made of a material customary to the industry provided that the container is capable of being sealed with a tamper-proof cap, top or other seal for the purpose of complying with open container laws, and further provided that the container does not exceed 68 ounces and is filled by a licensee or employee of the licensed establishment with malt beverage drawn from a barrel, cask, tank, or keg. Growlers may only be filled from barrels, casks, tanks, or kegs procured by the licensee from a person who is licensed or authorized to do business as a wholesaler under this chapter. Notwithstanding any other provision of this chapter to the contrary, in the case of a brew pub holding a license to sell malt beverages by the package, growlers may be filled from barrels, casks, tanks, or kegs of malt beverages manufactured on the licensed premises, subject to the barrel production limitation prescribed in section 4-188. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Except as authorized in accordance with an ancillary tasting permit as hereinafter provided, consumption on the premises is strictly prohibited; however, this prohibition shall not apply with respect to sales pursuant to a license for consumption on the premises, provided that no filled growlers may be consumed on the premises.
- (b) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirits license, shall be eligible for an ancillary growler malt beverage tasting license to provide samples of growler malt beverages offered for sale to customers under the conditions set forth in this section. Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of a growler malt beverage offered for sale within the premises, or in conjunction with growler malt beverage education classes and sampling designed to promote growler and malt beverage appreciation and education. Growler malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten percent of the entire floor area of the premises. Growler malt beverage sampling for customers shall be limited to no more than one time per day per customer for a period not to exceed two consecutive hours. Samples shall not exceed four ounces, and no customer shall consume more than 16 ounces in any two-hour period. Only the licensee or an employee shall open and handle unpackaged malt beverages, and samples shall only be poured by the licensee and/or an employee. No open growler container shall be removed from the licensed premises. Not more than two times per week for a period not to exceed two consecutive hours, the holder of an ancillary growler malt beverage tasting license may conduct educational classes and sampling for class participants. All conditions of sampling set forth in this section shall apply to such classes, except for the limitation on floor areas where the classes can be conducted. Growler malt beverage sampling and tasting is only permitted within the designated interior portion of the premises. The annual fee for an annual growler malt beverage tasting license shall be \$50.00, and may be revised, by resolution of the mayor and council, from time to time.
- (c) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirit license, who is authorized to sell growlers and whose premises are located in the downtown district shall, in conjunction with city-sponsored special events within the downtown district, be authorized to sell malt beverages in 16-ounce plastic containers in the same manner as consumption on the premises licensees in the downtown district, except that such sales shall only take place outside the premises in a tent directly adjacent to the premises. The exact location and set-up of the tent shall be subject to the review of the director of **public safety** **Community Development**, or his designee, for **public safety** **Community Development** compliance.

(Code 1989, § 3-74; Ord. No. 664, § 1, 4-16-2012; Ord. No. 679, § 14, 7-15-2013; Ord. No. 722, § 5, 3-21-2016)

Secs. 4-142—4-165. - Reserved.

ARTICLE VI. - WHOLESALER

Sec. 4-166. - Special provisions applicable to wholesale license.

- (a) No person who has any direct financial interest in a license for the retail sale of distilled spirits shall be allowed to have any interest or ownership in any wholesale distilled spirit license.
- (b) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any distilled spirits to any person other than a retailer licensed under this chapter.
- (c) No alcoholic beverage shall be delivered to any retail sales outlet in the city except by a duly licensed wholesaler. The name of the wholesaler distributor shall be clearly marked on the delivery vehicle.

(Code 1989, § 3-80; Ord. No. 218-A, § 1.044, 9-22-1986)

Sec. 4-167. - Hours of sale.

Wholesalers shall not engage in the sale of alcoholic beverages except between 8:00 a.m. and 11:45 p.m., Monday through Saturday.

(Code 1989, § 3-81; Ord. No. 218-A, § 1.045, 9-22-1986)

Secs. 4-168—4-187. - Reserved.

ARTICLE VII. - BREW PUBS

Sec. 4-188. - Exception for brew pubs.

A limited exception to the provisions of this chapter which implement and enforce the three-tier system for the manufacture, distribution and sale of malt beverages established under state law shall exist for owners and operators of brew pubs, subject to the following terms and conditions:

- (1) No individual or person shall be permitted to own or operate a brew pub without first obtaining a proper brew pub license from the city council pursuant to the procedures set forth in article I of this chapter, and each brew pub licensee shall comply with all other applicable state and local license requirements;
- (2) A brew pub license authorizes the holder of such license to:
 - a. Manufacture on the licensed premises not more than 10,000 barrels of malt beverage in a calendar year solely for retail sale;
 - b. Operate an eating establishment that shall be the sole retail outlet for such malt beverages;
 - c. Operate an eating establishment that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler; and, provided further, that in addition to draft beer manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers; and
 - d. Notwithstanding any other provision of this section, sell up to a maximum of 5,000 barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances

shall such malt beverages be sold by a brew pub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale;

- (3) Possession of a brew pub license shall not prevent the holder of such license from obtaining a license for the sale of alcoholic beverages by the package, excluding distilled spirits, for the same premises;
- (4) A brew pub license does not authorize the holder of such license to sell alcoholic beverages by the package for consumption off the premises; and
- (5) A brew pub licensee shall:
 - a. Pay all state and local license fees and excise taxes applicable to individuals or persons licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - b. Measure malt beverages manufactured on the premises and otherwise comply with applicable rules and regulations respecting excise and enforcement tax determination of such malt beverages as required by state and local law.

(Code 1989, § 3-90; Ord. No. 373, 3-25-1996; Ord. No. 722, § 6, 3-21-2016)

Secs. 4-189—4-214. - Reserved.

ARTICLE VIII. - SPECIALTY GIFT SHOPS

Sec. 4-215. - Exception for specialty gift shops.

- (a) For all purposes of this section, the term "specialty gift shop" shall be defined as any retail gift shop that derives not more than 15 percent of its gross sales from the sale of packaged gift baskets or similar items containing unbroken containers of wine or beer.
- (b) Notwithstanding any other provision of this chapter to the contrary, a limited exception to the provisions of sections 4-6 and 4-137 shall exist for the owners of specialty gift shops, provided that the owner shall first obtain a specialty gift shop alcohol permit as hereinafter provided, and the only sale of alcohol by the owner is through the sale of gift items as specified in subsection (a) of this section and not for consumption on the premises.
- (c) All persons desiring to engage in activities permitted by this section shall make written application to the director of ~~public safety~~ Community Development for a specialty gift shop alcohol permit on forms prescribed by the director of ~~public safety~~ Community Development, and filed with the director of ~~public safety~~ Community Development. All applications shall be accompanied by a certified check for \$150.00. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded. The application shall include the name and address of the applicant, the address of the business location, and the name and address of the manager. If the manager changes, the applicant must furnish the director of ~~public safety~~ Community Development with the name and address of the new manager and the information as requested within ten days of such change. The applicant must meet the character requirements of this chapter. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.
- (d) The director of ~~public safety~~ Community Development shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this section and the name of the applicant. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the clerk.

- (e) If the clerk grants the applicant a specialty gift shop alcohol permit, it shall be valid for one year from the date of issuance. The director of ~~public safety~~ Community Development shall have authority to prescribe forms for new or renewal applications. All applicants shall furnish data, information or records as required by the director of ~~public safety~~ Community Development to ensure compliance with the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.
- (f) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a specialty gift shop alcohol permit shall be cause for the denial or revocation thereof.
- (g) In all instances in which an application is denied under the provisions of this section, the applicant may not re-apply for a new license for at least one year from any final date of such denial.
- (h) Each applicant shall certify that the applicant has read this section, and if a specialty gift shop alcohol permit is granted, each licensee shall maintain a copy of this section on the premises and shall require each of the licensee's employees to be familiar with this section. Notwithstanding any other provision of this chapter, all of the applicant's employees must be at least 18 years of age to sell any gift item containing alcohol.
- (i) Except as set forth in this section, a holder of a specialty gift shop alcohol permit must comply with all other provisions set forth in this chapter.

(Code 1989, § 3-100; Ord. No. 373, 3-25-1996; Ord. No. 679, § 15, 7-15-2013)

Secs. 4-216—4-238. - Reserved.

ARTICLE IX. - LICENSED ALCOHOLIC BEVERAGE CATERERS^[4]

Footnotes:

--- (4) ---

State Law reference— Sales off premises for catered functions, O.C.G.A. § 3-11-1 et seq.

Sec. 4-239. - Licensed alcoholic beverage caterers.

- (a) License requirements; resident caterers.
 - (1) Any caterer who possesses a valid city license to sell or otherwise dispense malt beverages, wine or distilled spirits by the drink for consumption on the premises within the city may apply for an off-premises license that permits sales of the same off premises at authorized catered events or functions.
 - (2) Any caterer who possesses a valid city license to sell malt beverages, wine or distilled spirits by the package for consumption off the premises within the city may apply for an off-premises license that permits sales of the same class of alcoholic beverages by the drink off premises at authorized catered events or functions.
 - (3) Each off-premises catering license authorized herein shall be valid through December 31 of the year for which it is issued. The fee for each license shall be set by resolution of the city council, and this fee shall remain in effect until modified or amended by subsequent resolution.
 - (4) In order to distribute or sell malt beverages, wine or distilled spirits at an authorized catered function, a licensed alcoholic beverage caterer shall file an application for an off-premises event permit with the director of ~~public safety~~ Community Development at no additional fee. The

application shall include the name of the caterer, the date, address and time of the event, the caterer's license number and any other information the city deems necessary to review a request for such permit.

- (5) It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off premises and in connection with the catered event or function without first having obtained a license and event permit as provided herein.
- (b) Permit requirements; nonresident caterers.
 - (1) A nonresident alcoholic beverage caterer shall submit an application for an off-premises event permit to the director of ~~public safety~~ **Community Development** or his designee. The fee for each such permit shall be \$50.00, as authorized by O.C.G.A. § 3-11-3 (or such fee as may be authorized by any future amendment or revision thereto).
 - (2) An application for an off-premises event permit shall include the name of the caterer, the licensed alcoholic beverage caterer's state and local license number and expiration date, the date, address, time, and name of the event and the quantity and type of alcoholic beverages to be transported from the licensee's primary location to the location of the authorized catered event or function.
 - (3) The original off-premises permit shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function.
 - (4) It shall be unlawful for a licensed alcoholic beverage caterer to distribute, sell, or otherwise dispense alcoholic beverages off premises except as authorized by the off-premises event permit.
- (c) A licensed alcoholic beverage caterer may sell or otherwise dispense only that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may sell or otherwise dispense only malt beverages at the authorized catered event or function.
- (d) Sunday sales. An alcoholic beverage caterer wishing to cater an event or function on a Sunday must possess a valid Sunday sales license and comply with the requirements of state law with respect to the service of alcoholic beverages on Sunday.
- (e) Excise taxes are imposed upon the sale of alcoholic beverages by resident caterers as provided in this chapter. Excise taxes are imposed upon the total of individual alcoholic beverages served by a nonresident caterer in the amount set forth in this chapter, and shall be paid within 30 days after the conclusion of the catered event or function.

(Code 1989, § 3-110; Ord. No. 679, § 16, 7-15-2013)

Secs. 4-240—4-256. - Reserved.

ARTICLE X. - PUBLICLY-OWNED FACILITIES⁵

Footnotes:

--- (5) ---

State Law reference— Sale of alcoholic beverages at publically-owned facilities, O.C.G.A. § 3-8-1 et seq.

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

- (a) Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 4-6 and 4-47, shall exist for that person or entity possessing a public facilities permit, as hereinafter defined.
- (b) For all purposes of this section, the term "public facilities" means:
 - (1) An historic structure owned by the city and operated as a welcome center by a local historical society or similar nonprofit organization; or
 - (2) Property and/or facilities owned by the city and operated by the city as an equestrian center.
- (c) Any person or entity desiring to engage in activities permitted by this section shall make written application to the director of ~~public safety~~ Community Development for the appropriate public facilities permit on forms prescribed by the director of ~~public safety~~ Community Development, and filed with the director of ~~public safety~~ Community Development. All applications shall be accompanied by a public facilities permit fee of \$50.00. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee, without interest, shall be refunded. The application shall include, but shall not be limited to: the name and address of the applicant, the date, address and times of the proposed event and the location of the public facility. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.
- (d) If such public facilities permit is granted by the director of ~~public safety~~ Community Development, it shall be good only for the specified event at the specified address and times set forth in the application, not to exceed five days for an equestrian center and one day for a welcome center.
- (e) A public facilities permit for an equestrian center shall only permit the permit holder to serve (not sell) alcoholic beverages in a hospitality tent or similar structure previously approved by the director of ~~public safety~~ Community Development, and the alcoholic beverages may only be consumed on the premises of such hospitality tent or similar structure.
- (f) A public facilities permit for a welcome center shall only permit the holder to serve (not sell) alcoholic beverages within the premises of the welcome center, and the alcoholic beverages may only be consumed on the premises of the welcome center.
- (g) A public facilities permit shall only be issued to a caterer licensed under the provisions of this chapter, or to an individual who meets the character requirements of this chapter; provided, however, that no more than two permits per calendar year shall be issued to an individual who is not a licensed caterer.
- (h) The director of ~~public safety~~ Community Development shall have authority to prescribe forms for applications. Failure to furnish any requested data shall automatically serve to dismiss the application with prejudice.
- (i) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a public facilities permit shall be cause for the denial or revocation thereof.
- (j) Except as set forth above in this section, a public facilities permit holder must comply with all of the provisions set forth in this chapter.

(Code 1989, § 3-120; Ord. No. 373, 3-25-1996; Ord. No. 679, § 17, 7-15-2013)

Secs. 4-258—4-277. - Reserved.

ARTICLE XI. - ANNEXED AREAS

Sec. 4-278. - Annexed areas.

Any person, establishment, partnership, corporation or other entity which holds a license from the county for the sale, manufacture, package or distribution of alcoholic beverages and which is located in

an area annexed by the city, shall have 30 days from the effective date of the annexation to apply for the appropriate licenses and permits under this chapter. The applicant shall pay all applicable fees and costs for the equivalent license to the city. The applicant, however, shall be entitled to a credit for the amount of any license fee paid to the county in the year of annexation.

(Code 1989, § 3-130; Ord. No. 373, 3-25-1996)

Secs. 4-279—4-304. - Reserved.

ARTICLE XII. - SPECIAL EVENTS^[6]

Footnotes:

--- (6) ---

State Law reference— Special events use permit, O.C.G.A. § 3-14-1 et seq.

Sec. 4-305. - Special temporary outside events.

- (a) Establishments duly licensed by the city to sell alcoholic beverages for consumption on the premises must submit an application and site plan to the director of ~~public safety~~ Community Development or his designee to engage in outside special events. A special event temporary permit shall authorize the retail consumption licensee to sell alcoholic beverages for consumption on the premises for a period not to exceed the hours otherwise specified in this chapter. The applicant must meet the following requirements:
- (1) The licensed establishment must have an existing license for the sale of alcoholic beverages for consumption on the premises. The entrances and exits to the event must be through controlled entry points which allow for easy monitoring of patrons entering and leaving the event.
 - (2) A site plan must be submitted to and approved by the director of ~~public safety~~ Community Development as well as the city fire marshal for approval. If the site plan provides for an area to accommodate more than 25 persons, a crowd control and security plan must be submitted to the director of ~~public safety~~ Community Development for approval. The community development department and city fire marshal must approve any temporary structures.
 - (3) A signed and notarized letter from the property owner must be submitted to the director of ~~public safety~~ Community Development authorizing the use of the property for the event.
 - (4) The outside event shall not exceed two days.
 - (5) All outside events for an individual licensed establishment will be restricted to two events per year.
 - (6) A non-refundable fee of \$150.00 per event must be paid at the time of filing of the application.
 - (7) The completed application must be submitted to the director of ~~public safety~~ Community Development no less than 20 days prior to the scheduled event.
- (b) Nothing in this section shall be construed to waive or appeal any other requirements ordained under this Code.
- (c) The licensee or the licensee's employee shall supervise all aspects of the special event pertaining to the handling and storage of alcoholic beverages and the distribution of alcoholic beverages to consumers. The licensee shall be responsible for compliance with all aspects of this article and state law, and liable for infractions thereof.

(Code 1989, § 3-140; Ord. No. 679, § 18, 7-15-2013)

Secs. 4-306—4-328. - Reserved.

ARTICLE XIII. - PUBLIC ENTERTAINMENT FACILITY

Sec. 4-329. - Consumption on premises license for public entertainment facilities.

A license to sell alcoholic beverages for consumption on the premises may be issued to the owner and/or operator of a public entertainment facility with a seating capacity in excess of 5,000 persons, including stadiums, arenas, coliseums, amphitheaters and auditoriums ("public entertainment facility"). Except as provided in this section, all applicants and license holders for public entertainment facilities shall meet all licensing qualifications established pursuant to this article, and must comply with all state statutes governing the sale of alcoholic beverages and all sections of this article and other city ordinances governing sales. Public entertainment facilities shall be required to comply with the percentage sales requirements applicable to consumption on the premises licensees under this article, but in determining such compliance, the revenue from the sale of tickets shall be combined with the revenue derived from the sale of prepared meals or food. In addition, food must be served during any period of time that alcoholic beverages are served. Alcoholic beverages may be sold during the hours authorized for other consumption on the premises licensees holding licenses pursuant to this article, except that Sunday sales shall be limited to the hours of 12:30 p.m. to 11:30 p.m.

(Code 1989, § 3-150; Ord. No. 575, § 1, 10-3-2005)

Secs. 4-330—4-346. - Reserved.

ARTICLE XIV. - ANCILLARY WINE TASTING LICENSE

Sec. 4-347. - Conditions of license issuance.

The holder of a package wine license, with or without a package malt beverage license, but in no event with a package distilled spirits license, with licensed premises having a minimum of 200 square feet of floor space dedicated to the display of wine offered for sale, shall be eligible for an ancillary wine tasting license to sell or provide samples or tastings of wine offered for sale by the package to customers for consumption on the premises under the following conditions:

- (1) The licensee shall maintain on the premises and offer for sale by the package at least 25 different brands of wine.
- (2) Wine sampling and tasting for customers shall only be conducted at a wine counter area constituting no more than 20 percent of the entire floor area of the premises.
- (3) Wine samples shall not exceed two ounces, and no customer shall consume more than eight ounces in any calendar day.
- (4) Wine bottles shall be opened only by the licensee or an employee, and samples shall only be poured by the licensee and/or an employee.
- (5) No open containers of wine shall be removed from the licensed premises.
- (6) Wine sampling and tasting is only permitted within the enclosed portion of the premises.
- (7) Wine sampling and tasting is only permitted during the hours the licensed premises are authorized to provide package sales of alcoholic beverages; provided, however, no wine sampling and tasting shall be permitted on Sunday.

- (8) Wine sampling and tasting shall not be permitted prior to the city's approval of a package license holder's application for an ancillary wine tasting license and the package license holder's payment of the subject license fee. The annual fee for an ancillary wine tasting license shall be \$250.00, which fee may be revised from time to time by resolution of the mayor and council.

(Code 1989, § 3-160; Ord. No. 598, § 1, 7-10-2006; Ord. No. 740, § 8, 5-16-2017)

Secs. 4-348—4-367. - Reserved.

ARTICLE XV. - MISCELLANEOUS OFFENSES

Sec. 4-368. - Alcohol consumption near package stores.

- (a) *Generally.* It shall be unlawful for any person to open or to consume all or any part of any type of alcoholic beverage within 100 feet of any retail store where alcoholic beverages are sold in package form or within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.
- (b) *Enforcement.* The police department shall be responsible for the enforcement of this section.

(Code 1989, § 3-170; Ord. No. 622, § 2, 5-19-2008)

Sec. 4-369. - Drinking in public places.

No person shall drink or consume all or any part of an alcoholic beverage in or on a street, sidewalk, alley, mall, parking lot or structure, motor vehicle, public grounds or other public place unless the place has been licensed or permitted for that purpose under this article.

(Code 1989, § 3-171; Ord. No. 622, § 2, 5-19-2008)

Secs. 4-370—4-396. - Reserved.

ARTICLE XVI. - SPECIAL PROVISIONS AND EXCEPTIONS WITHIN DOWNTOWN DISTRICT

Sec. 4-397. - General.

The provisions of this article are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within the downtown district (as hereinafter defined) holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this article, all such licensees remain subject to all other provisions of the city's alcoholic beverage chapter.

(Code 1989, § 3-180; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-398. - Minimum distance requirements within downtown district.

The minimum distance requirements for on-premises consumption establishments in the downtown district shall be 50 feet from all of the establishments and locations designated in section 4-17(a), and measured in accordance with the provisions set forth in section 4-17(b). For the purpose of distance requirements, the downtown district shall not be deemed to include establishments not physically located within the district.

(Code 1989, § 3-180.1; Ord. No. 668, § 1, 8-6-2012)

Sec. 4-399. - Waiver procedure and standards.

An establishment that desires to locate within the downtown district and cannot meet the distance requirements specified above may file an application for a waiver or reduction of the minimum distance requirements with the city council. The city council, after notice and a public hearing, may grant a waiver or reduction to the minimum distance requirements if it determines that the proposed variance will not substantially diminish the property value, nor alter the essential character of the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance. The city council may also impose any conditions which it finds to be necessary to protect the best interest of the surrounding property of the city. Conditions may include, but not be limited to, the hours of operation, parking and landscaping requirements and, with respect to residentially zoned areas, whether the establishment is physically separated or well buffered from adjacent residentially zoned areas. A location that has been granted a waiver or reduction of distance by the city council shall not be required to obtain a new waiver or reduction of distance as a result in change of tenancy, ownership or management, unless a change in use occurs for a time period of 12 months or more.

(Code 1989, § 3-180.2; Ord. No. 668, § 1, 8-6-2012)

Sec. 4-400. - Definition of downtown district.

For the purpose of this article only, the downtown district is defined as follows: the area of the city bounded on the north by the northern right-of-way of Church Street, then traveling southward along the western right-of-way of Canton/Roswell Street to the intersection with Old Milton Parkway, then traveling along the northern right-of-way of Old Milton Parkway eastward to the intersection with State Route 9/Main Street, then traveling northward along the eastern boundary of State Route 9/Main Street to the southern right-of-way of Marietta Street, then by a line drawn to the east to the intersection of Haynes Bridge Road and Thompson Street, then northward along the western right-of-way of Haynes Bridge Road to the intersection of Academy Street, then proceeding westward along the southern right-of-way of Academy Street to the intersection of State Route 9/Main Street, there to travel northward along the western right-of-way of State Route 9/Main Street to the intersection with Church Street. For the purposes of this definition, any licensed establishment, the property of which abuts the described boundaries, shall be considered to be located within the district.

(Code 1989, § 3-181; Ord. No. 658, § 1, 8-22-2011; Ord. No. 694, § 2, 9-15-2014)

Sec. 4-401. - Outside consumption of alcoholic beverages permitted.

- (a) *One drink on-street limit.* Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a can, bottle, or glass, for removal from the premises; provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.
- (b) *Size limited to a maximum of 16 ounces.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined area any open alcoholic beverage container which exceeds 16 fluid ounces in size. Nothing set forth in this subsection shall be construed to permit the possession of open alcoholic beverages in any public place within the downtown district except as otherwise expressly authorized under this section.

- (c) *Drinking from can, bottle, or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass, or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.
- (d) *Purchase from licensed premises within downtown district.* Alcoholic beverages consumed pursuant to this provision must be purchased from a licensed premises within the downtown district.
- (e) *Consumption limited to certain areas in downtown district.* No alcoholic beverage purchased pursuant to this provision may be consumed outside of the downtown district, upon any sidewalk adjacent to a church, school or park (unless specifically authorized by the city in conjunction with a city event or other event authorized by the city) or upon any private property without the express written consent of the property owners.
- (f) *Consumption limited to lawful hours of operation.* No alcoholic beverage purchased pursuant to this provision shall be consumed except within the authorized hours of sale of the establishment where purchased.
- (g) *Festivals; special events.* Unless otherwise specified by this article or the terms of a special event permit issued by the city, the provisions of this article shall also apply to special events and festivals.
- (h) *Public parks and squares in the downtown district.* Beer and wine, but not distilled spirits, may be consumed in public parks and squares located in the downtown district, including on the sidewalks adjacent thereto, but only when same is specifically authorized by the city in conjunction with a city event or under a special event permit issued by the city. Further, beer or wine consumed pursuant to the foregoing provision must be purchased from an alcoholic beverage licensee holding a permit to sell beer or wine at the subject city or special event. Except as otherwise expressly authorized pursuant to the foregoing provisions of this subsection, no person shall possess any open alcoholic beverage container in a public park or square located within the downtown district.

(Code 1989, § 3-182; Ord. No. 658, § 1, 8-22-2011; Ord. No. 742, § 1, 6-19-2017)

Sec. 4-402. - Alcohol/food sales ratio.

A licensed establishment located within the downtown district shall derive a minimum of 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

(Code 1989, § 3-183; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-403. - No abrogation of other laws.

The provisions of this article shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or similar laws.

(Code 1989, § 3-184; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-404. - Licensed establishments with food trucks/mobile food vendors.

A licensed establishment within the downtown district may utilize one or more food trucks/mobile vendor trucks to satisfy the requirement of a full-service kitchen (article II, section 4-47) and alcohol/food sales ratio (article II, section 4-47 and article XVI, section 4-402) under the terms of this section. The food trucks/mobile food vendors must be:

- (1) Licensed under chapter 10, article X;
- (2) Located on the same private property premises as the licensed establishment;

- (3) Generally incorporated into the operation of the licensed establishment; and
- (4) Available, open and prepared to serve food every hour that alcoholic beverages are offered for sale from any portion of the premises.

(Ord. No. 728, § 1, 9-19-2016)

Secs. 4-405—4-421. - Reserved.

ARTICLE XVII. - BREWERIES^[7]

Footnotes:

--- (7) ---

State Law reference— Dealing in malt beverages at wholesale and retail prohibited without a license from local governing authority, O.C.G.A. § 3-5-40.

Sec. 4-422. - 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:

Brewer means a manufacturer of malt beverages.

Brewery means a place where malt beverages are manufactured or brewed.

(Code 1989, § 3-190; Ord. No. 673, § 1, 3-25-2013)

State Law reference— Definitions, O.C.G.A. § 3-5-1.

Sec. 4-423. - Brewer license authorized.

Brewers' licenses are authorized in the city; provided, however, that no individual shall be permitted to own or operate a brewery without first obtaining a proper brewer's license from the city in the manner provided in this chapter, and each holder of a brewer's license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.

(Code 1989, § 3-191; Ord. No. 673, § 1, 3-25-2013)

Sec. 4-424. - License fee.

The license fee for a brewer shall be \$500.00 annually. The license fee may be amended from time to time by resolution adopted by the mayor and city council.

(Code 1989, § 3-192; Ord. No. 673, § 1, 3-25-2013)

Sec. 4-425. - Exceptions for breweries.

- (a) As a limited exception to the provisions of this chapter which implement and enforce the three-tier system for the manufacture, distribution and sale of malt beverages established under state law, a brewer's license authorizes the holder of such license to sell directly to the public on its licensed premises up to 3,000 barrels of malt beverage manufactured on such licensed premises per year for:
- (1) Consumption on the premises; and
 - (2) Consumption off the premises (sales by the package), provided that such sales by the package shall not exceed a maximum of 288 ounces per consumer, per day.
- (b) Such retail sales are permitted on the days and at the times that the retail sale of malt beverages for consumption on the premises or by the package, as applicable, is authorized for other retailer licensees under this chapter. Under no circumstances shall such malt beverages be sold by a licensed brewer to a licensed retailer or retail consumption dealer for the purpose of resale. Any brewer engaging in the retail sales of malt beverages pursuant to this section shall remit all state and local excise taxes to the proper tax collecting authority. For the purposes of this article, the term "barrel" means 31 gallons of malt beverage.

(Code 1989, § 3-193; Ord. No. 673, § 1, 3-25-2013; Ord. No. 740, § 9, 5-16-2017)

Editor's note— The effective date of this provision is September 1, 2017.

Secs. 4-426—4-448. - Reserved.

ARTICLE XVIII. - SPECIAL PROVISIONS AND EXCEPTIONS WITHIN CERTAIN MIXED USE DEVELOPMENTS

Sec. 4-449. - General.

The provisions of this article are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within certain large mixed use development districts, as hereinafter defined, holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this article, all such licensees remain subject to all other provisions of the city's alcoholic beverage chapter.

(Code 1989, § 3-200; Ord. No. 679, § 19, 7-15-2013)

Sec. 4-450. - Definition of mixed use development district.

For the purposes of this article only, the term "mixed use development district" is defined as follows:

- (1) ~~A The development property contains a minimum of 50 acres which is zoned MU (Mixed Use) or DT-MU (Downtown Mixed-Use) and is minimum 10 acres.~~
- (2) ~~—The development is zoned to include not less than 350,000 square feet of retail and restaurants, 500,000 square feet of office space, 200 rental or single family homes, and 300 hotel rooms.~~

(Code 1989, § 3-201; Ord. No. 679, § 19, 7-15-2013)

Sec. 4-451. - Minimum distance requirements within mixed use districts.

The minimum distance requirements for on-premises consumption establishments in a mixed use district are waived.

(Code 1989, § 3-202; Ord. No. 679, § 19, 7-15-2013)

Sec. 4-452. - Outside consumption of alcoholic beverages permitted.

- (a) The provisions of section 4-401 regarding outside consumption of alcoholic beverages in the Downtown District are authorized within mixed use development districts and the ~~provisions of section 4-401 are incorporated herein by reference~~ same privileges and conditions shall apply in each.
- (b) In the event that a mixed use development is managed by an on-site management company, such management company may conduct outside special events within common/open areas of the development, provided that the company utilizes a licensed caterer for such events and meets the requirements of section 4-305, except for the limitation on the number of events.

(Code 1989, § 3-203; Ord. No. 679, § 19, 7-15-2013)

AN ORDINANCE TO AMEND CHAPTER 4 ALCOHOLIC BEVERAGES OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO CHANGE THE REGULATING AUTHORITY FROM PUBLIC SAFETY TO COMMUNITY DEVELOPMENT; TO AMEND THE DEFINITION OF MIXED USE DEVELOPMENT DISTRICT; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Alpharetta (the "City") adopted The Code of Ordinances of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Code of Ordinances"); and

WHEREAS, the City has also adopted certain Alcoholic Beverages regulations, codified as Chapter 4 of The Code of Ordinances of the City of Alpharetta, Georgia, which has subsequently been amended from time to time; and

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

WHEREAS, The Code of Ordinances of the City of Alpharetta, Georgia were designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs; and

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

WHEREAS, the City Council desires to amend Chapter 4 of The Code of Ordinances of the City of Alpharetta, Georgia for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendments to The Code of Ordinances of the City of Alpharetta, Georgia promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

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

Section 1: Chapter 4 titled "Alcoholic Beverages," of The Code of Ordinances of the City of Alpharetta is hereby amended by revising same as set forth in Exhibit "A" attached hereto as if fully set forth herein; and

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

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

SO ORDAINED this the _____ day of _____, 2019.

Approved:

Jim Gilvin, Mayor

Attest:

COUNCILMEMBERS

Erin Cobb, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

Exhibit "A"

ARTICLE I. - IN GENERAL

Sec. 4-1. - Definitions.

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

Alcoholic beverage means all alcohol, distilled spirits, beer, malt beverages, wine and fortified wine as defined in this section.

Alcoholic beverage caterer means any retail dealer licensed to sell alcohol and who provides alcohol at special events or special events facilities.

Art gallery means a retail establishment primarily engaged in, and which derives at least 70 percent of its total annual gross sales from, the sale or display of art books, paintings, sculptures, or other works of art; but specifically excluding libraries, book stores, theaters, and establishments where the display of works of art is incidental to its primary use.

Art studio means a retail establishment primarily engaged in providing instruction in painting, sculpture, drawing, photography, craft work, fiber art, or other visual or graphic art techniques, and which derives at least 70 percent of its total annual gross sales from the sale of such services and art products related to such services; but specifically excluding body art studios and tattoo parlors.

Beer and malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than six percent alcohol by volume, and including ale, porter, brown, stout, lager beer, small beer and strong beer. The term "malt beverage" does not include sake, also known as Japanese rice wine.

Brew pub means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in section 4-188. In calculating the total annual gross food and beverage sales for any such establishment for the purpose of determining whether the establishment constitutes an eating establishment as defined herein, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to section 4-188(2)d, or to the public for consumption off the premises in accordance with section 4-188(2)a and (2)d, (3) and (4), shall not be used.

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wine.

Eating establishment means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

Fixed salary means the amount of compensation paid to any member, officer, agent or employee of a bona fide private club as may be fixed for such person by its members at a prior annual meeting or by the governing body of the club out of the general revenue of the club, and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Fortified wine means any alcoholic beverage containing more than 24 percent alcohol by volume made from fruits, berries or grapes, either by natural fermentation or by natural fermentation with brandy added. The term "fortified wine" includes, but is not limited to, brandy.

Licensee means the individual to whom a license is issued or, in the case of partnership or corporation, all partners, officers and directors of the partnership or corporation.

Liter means a metric measurement currently used by the United States.

Manufacturer means any maker, producer or bottler of an alcoholic beverage. The term "manufacturer" also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying or blending any distilled spirits; provided, however, that a vintner who blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits; and
- (2) In the case of malt beverages, any brewer; and in the case of wine, any vintner.

Package means a bottle, can, keg, barrel or other original consumer container.

Premises means the definite closed or partitioned-in locality, whether a room, shop, building, restaurant or club, wherein activities permitted by this chapter are conducted.

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
- (2) Has at least 75 regular dues-paying members; and
- (3) Owns, hires or leases a building space within a building for the reasonable use of its members with:
 - a. A suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
 - c. No member, officer, agent or employee directly or indirectly receiving, in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary.

Retailer or retail dealer, except as to distilled spirits, means any person who sells alcoholic beverages, either in unbroken packages or for consumption on the premises, at retail only to consumers and not for resale. With respect to distilled spirits, the term "retailer" or "retail dealer" means any person who sells distilled spirits in unbroken packages at retail only to consumers and not for resale.

Supermarket means a retail market which:

- (1) Does not sell or offer for sale any of the following: distilled spirits, tobacco products, lottery tickets or related games of chance;
- (2) Maintains at all times that it is open an inventory of saleable food products including meats, dairy, vegetables, fruits, dry goods and beverages;
- (3) Has an interior floor space and storage areas of at least 15,000 square feet, of which more than 50 percent of such interior floor area is devoted to the display for sale of food products;
- (4) Sells prepared food;
- (5) Has a full service kitchen consisting of at least a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator; and
- (6) Employs not less than 15 employees who work at least 35 hours per week on the premises.

Wholesaler or wholesale dealer means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries or grapes, either by fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of the term "wine" contained in this section.

Wine bar means a type of eating establishment with a floor area not exceeding 2,000 gross square feet, which serves food and only beer, wine and non-alcoholic beverages, and where the sale of food consumed on the premises constitutes at least 40 percent of gross sales of the establishment.

(Code 1989, § 3-1; Ord. No. 218-A, §§ 1.002, 1.031, 9-22-1986; Ord. No. 679, § 2, 7-15-2013; Ord. No. 722, § 1, 3-21-2016; Ord. No. 740, § 1, 5-16-2017)

State Law reference— Definitions, O.C.G.A. §§ 3-1-2, 3-4-1.

Sec. 4-2. - Sale subject to conditions; license constitutes privilege.

- (a) Alcoholic beverages may be sold in the city under a license granted by the city council upon the terms and conditions hereafter provided.
- (b) All licenses shall be a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law.
- (c) All licenses hereunder shall have printed on the front these words: "LICENSE NON-TRANSFERABLE, SUBJECT TO BE REVOKED IF ABUSED."

(Code 1989, § 3-2; Ord. No. 218-A, § 1.001, 9-22-1986; Ord. No. 573, 9-6-2005)

State Law reference— Dealing in alcoholic beverages declared a privilege, O.C.G.A. § 3-3-1; discretion and due process; authority of city as to licensing, O.C.G.A. § 3-3-2.

Sec. 4-3. - Sale or possession for purpose of sale without license or beyond boundaries of premises covered by license.

No person shall sell or possess for the purpose of sale any alcoholic beverage unless such person has a license from the city to sell or possess for sale alcoholic beverages, or sell or make deliveries beyond the boundaries of the premises covered by the license.

(Code 1989, § 3-3; Ord. No. 218-A, § 1.003, 9-22-1986)

Sec. 4-4. - Display of license at place of business.

The city license shall at all times be kept plainly exposed to view at the place of business of the licensee.

(Code 1989, § 3-4; Ord. No. 218-A, § 1.004, 9-22-1986)

State Law reference— Display of license, O.C.G.A. § 3-3-3.

Sec. 4-5. - Separate application and separate license for each location of sale.

A separate application shall be made for each location and a separate license shall be obtained.

(Code 1989, § 3-5; Ord. No. 218-A, § 1.005, 9-22-1986)

Sec. 4-6. - License applications.

- (a) All persons, as owners, desiring to engage in activities permitted by this chapter, shall make written application to the council for the appropriate license on forms prescribed by the director of ~~public safety~~ Community Development, and filed with the director of ~~public safety~~ Community Development. All applications shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in the amount of \$350.00 to defray investigative and administrative costs. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the \$350.00 investigative fee shall be retained.
- (b) The application shall include, but shall not be limited to: the name and address of the applicant; the proposed business to be carried on; if a partnership, the names and residence addresses of the partners; if a corporation, the names and addresses of the officers, the name and address of the agent for service of process, the name and address of the manager, and the names and addresses of all shareholders holding more than ten percent of any class of corporate stock, or any other entity having a financial interest in each entity which is to own or operate the establishment. If the manager changes, the applicant must furnish the city clerk with the name and address of the new manager and other information as requested within ten days of such change. The applicant shall also disclose whether the applicant (its partners, if a partnership; its officers, manager, and shareholders having more than ten percent of any class of corporate stock, if a corporation) has been convicted of any felony, misdemeanor, or a violation of any municipal ordinance.
- (c) All applications shall be sworn to by the applicants before a notary public or other officer authorized to administer oaths.
- (d) The department of ~~public safety~~ Community Development or its designee shall review the application to determine compliance with city regulations and laws and to investigate the character and reputation of the applicant. If the director of ~~public safety~~ Community Development or his designee determines that the application appears to meet the requirements of applicable law, the director of ~~public safety~~ Community Development shall forward the application to the city clerk, who shall schedule and conduct a public hearing as provided in subsection (f) of this section.
- (e) As a prerequisite to the issuance of any license, the applicant shall furnish a complete set of fingerprints to be forwarded to the state bureau of investigation and to the Federal Bureau of Investigation, as specified in O.C.G.A. § 3-3-2(c).
- (f) The city clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the city clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this chapter, and the name of the applicant, and if a partnership, the name of the partners, and if a corporation, the names of the president, secretary and treasurer of such corporation. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the city clerk. Each applicant for a license for consumption on the premises of alcoholic beverages shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten days prior to consideration of the application by the city clerk, a notice of the pending application, meeting the following minimum specifications: this notice shall be painted or printed in black letters three inches or more in height, against a white background, on a wooden or metal sign, and having a surface of not less than 12 square feet, and shall be placed with the base of the sign not more than three feet from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the city clerk hearing, and the name of the person making the application. If, after conducting the public hearing, the city clerk determines that the application meets the requirements of this chapter, the city clerk shall place the application on the consent agenda of the next available city council meeting. The license shall be issued following approval of the consent agenda.
- (g) The city shall have the authority to prescribe forms for new or renewal applications. All applicants shall furnish data, information and records as required by the city and shall ensure compliance with

the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.

- (h) Any untrue or misleading information contained in, or material statement omitted from, an original, renewal or transfer application for a license shall be cause for the denial or revocation thereof.
- (i) In all instances in which an application is denied under the provisions of this chapter, the applicant may not re-apply for a license for at least one year from the final date of such denial.
- (j) Each applicant shall certify that the applicant has read this chapter, and if a license is granted, each licensee shall maintain a copy of this chapter on the premises and shall require each of the licensee's employees to be familiar with this chapter.

(Code 1989, § 3-6; Ord. No. 218-A, § 1.006, 9-22-1986; Ord. No. 513, § 1, 12-2-2002; Ord. No. 566, 4-18-2005; Ord. No. 573, 9-6-2005; Ord. No. 679, §§ 1, 3, 7-15-2013)

Sec. 4-7. - Inspection of licensed establishments by the department of **public safety** Community Development.

Sworn officers of the city department of **public safety** Community Development shall have the authority to inspect establishments licensed under the alcoholic beverage ordinances of the city during the hours in which the premises are open for business. These inspections shall be made for the purpose of verifying compliance with the requirements of this chapter and state law. This section is not intended to limit the authority of any other city officer to conduct inspections authorized by other provisions of law.

(Code 1989, § 3-7; Ord. No. 218-A, § 1.007, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Editor's note— Ord. No. 679, § 1, adopted July 15, 2013, changed the title of section 3-7 from "Inspection of licensed establishments by the police department" to "Inspection of licensed establishments by the department of **public safety** Community Development." The historical notation has been preserved for reference purposes.

Sec. 4-8. - Audits.

The city shall have the authority to conduct an audit of the books and records of any licensee to ensure the licensee's compliance with the provisions of this chapter. In such event, the city shall notify the licensee of the date, time and place of the audit.

(Code 1989, § 3-8; Ord. No. 218-A, § 1.008, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-9. - Licensing qualifications.

- (a) No license for the sale of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence.
- (b) No retailer or consumption on premises license will be granted to any person who is not a resident of a county or municipality within the state where the sale of distilled spirits is authorized.
- (c) (1) If the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers, managers and majority stockholders. Notwithstanding the foregoing, the provisions of subsections (a) and (b) of this section shall be waived for a corporation, if the following shall be established:
 - a. All majority stockholders of the corporation shall meet all the provisions of this section other than those provided in subsections (a) and (b) of this section; and

- b. The corporation:
 1. Is qualified and registered to do business within the state;
 2. Has and continuously maintains in the county a registered agent who is a resident of the county, and upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served;
 3. Consents to being subject to the jurisdiction and venue of the courts in this county. The licensee shall file written proof of compliance with the foregoing, as well as its agent's written consent to serve as agent and its consent to be subject to the jurisdiction and venue of the courts in this county with the director of **public safety** Community Development in such form as the director of **public safety** Community Development may prescribe; and
 - c. The corporation must meet one of the following criteria:
 1. The corporation must have a net worth of not less than \$5,000,000.00 as determined on the basis of the corporation's most recent audited financial statement, prepared within 12 months of the date upon which the applicant applies for a license hereunder;
 2. The corporation owns real property within the city in which it holds an equity value of not less than \$1,000,000.00 and the city shall be the sole determinant of such equity value; or
 3. The corporation must have obtained a surety bond issued by a surety company authorized to do business in this state or have established a joint trust account with a licensed and insured bank or savings institution located in this state for the purpose of indemnifying the city from damages it may suffer as a result of a violation of this chapter or any obligation arising therefrom. The amount of the bond or trust account shall be an amount not less than \$75,000.00. Should the corporation obtain a surety bond, it shall be in favor of the city and the city may bring an action under the bond to recover damages suffered. Should the corporation choose to set up a trust account, it shall be set up jointly in the name of the corporation and the city, and shall require the authorization of both the corporation and the city before any funds may be withdrawn therefrom.
- (2) If the licensee shall be a corporation, the license shall be issued jointly to the corporation and to the majority stockholders, if such stockholders are individuals; provided, however, that if stock in the corporation is traded on any of the national stock exchanges, the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. Where the majority stockholder is not an individual, then the license shall be issued jointly to the corporation and its agent registered under the provisions of this section. In the case of a partnership, the license will be issued to one of the partners.
- (d) No license for the sale of alcoholic beverages shall be granted to any person who, within five years prior to the filing of the application for such license, has been convicted under any federal, state or local law, of any misdemeanor involving moral turpitude, or of any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.
 - (e) No license for the sale of alcoholic beverages shall be granted to any person who is a city employee or an elected or appointed city official, or who is a spouse or minor child of a city employee or an elected or appointed city official. It shall be unlawful for such person to have a financial interest in any such city license, or in any establishment licensed under the provisions of this chapter.
 - (f) No license for the sale of alcoholic beverages shall be granted to any person who has had any city license revoked within two years prior to the filing of the application.
 - (g) The director of **public safety** Community Development may decline to issue a license when any person having any interest in the operation or control of such establishment does not meet the same character requirements as herein set forth for the licensee.

- (h) All licensed establishments must have and continuously maintain in the county a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee may be served. This person must be a resident of the county. The licensee shall file the name of such agent, along with the written consent of such agent, with the director of **public safety** Community Development in such form as the director may prescribe.
- (i) In determining whether or not any license shall be granted, in addition to the other provisions of this chapter, the following shall be considered in the public interest and welfare:
 - (1) If the applicant holds or has previously held a license to sell alcoholic beverages, whether or not such applicant has violated any law, regulation or ordinance relating to such license or the business conducted pursuant to such license; and
 - (2) Whether the applicant has previously had a license to sell alcoholic beverages suspended or revoked.

(Code 1989, § 3-9; Ord. No. 218-A, § 1.009, 9-22-1986; Ord. No. 515, § 1, 1-21-2003; Ord. No. 679, § 4, 7-15-2013)

Sec. 4-10. - Compliance and fee payment prior to license issuance; term of license; proration of fees; no refund.

- (a) Before a license shall be granted, the applicant shall comply with all city rules and regulations pertaining to the sale of alcoholic beverages, and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the city council and kept on file in the office of the city clerk.
- (b) All licenses shall be granted for the full calendar year or for the number of months remaining in the calendar year. Any applicant granted a license before July 1 shall pay the full license fee without proration. License fees for licenses granted on or after July 1 shall be prorated based on the number of months remaining in the calendar year. A partial month shall be counted as a full month.
- (c) License fees are not refundable.

(Code 1989, § 3-10; Ord. No. 218-A, § 1.010, 9-22-1986)

Sec. 4-11. - Nonprofit civic organization's temporary permit.

Any bona fide nonprofit civic organization may be issued a temporary permit authorizing the organization to sell alcoholic beverages for consumption on the premises or to sell wine at retail for off-premises consumption, or both, for a period not to exceed three days, subject to all laws and ordinances regulating the time for selling such beverages. The temporary permit shall be valid for only the place specified in the permit and no more than two permits may be issued to the applicant organization in any one calendar year. The organization must make application to the director of **public safety** Community Development and pay the fee that may be established from time to time by the city council. As used in this section, the term "bona fide nonprofit civic organization" means an entity which is exempt from federal income tax pursuant to the provisions of 26 USC § 501(c), 501(d) or 501(e).

(Code 1989, § 3-11; Ord. No. 218-A, § 1.036, 9-22-1986; Ord. No. 679, § 5, 7-15-2013)

Sec. 4-12. - Excise tax—Malt beverages.

- (a) There is hereby levied and imposed upon the sale of malt beverages within the city, a specific excise tax as follows:

- (1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of \$6.00 on each container sold containing not more than 15½ gallons, and a proportionate tax at the same rate on all fractional parts of 15½ gallons.
- (2) Where malt beverages are sold in bottles, cans, or other containers except barrel or bulk containers, a tax of \$0.05 per 12 ounces, and a proportionate tax at the same rate on all fractional parts of 12 ounces.
- (b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer in malt beverages. Each wholesale dealer selling malt beverages within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of malt beverages, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made, the amount of excise tax due in accordance with this section.
- (c) Wholesale dealers failing to remit excises taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-12; Ord. No. 141, § 1, 4-28-1975; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on malt beverages required, O.C.G.A. § 3-5-80.

Sec. 4-13. - Same—Wine.

- (a) There is hereby levied and imposed upon the sale of wine within the city a specific excise tax in the amount of \$0.22 per liter, and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) The taxes imposed by this section shall not be levied with respect to:
 - (1) Wine sold to and used by established and recognized churches and synagogues for use in sacramental services only;
 - (2) Any sale of wine which is exempt from taxation by the state under the Constitution of the United States;
 - (3) Wine sold to persons outside the state for resale or consumption outside the state; or
 - (4) Wine which contains less than one-half of one percent alcohol.
- (c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of wine. Each wholesale dealer selling wine within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of wine, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (c) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-13; Ord. No. 104, § 35, 2-14-1967; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on wine, O.C.G.A. § 3-6-60.

Sec. 4-14. - Same—Distilled spirits sold by the package.

- (a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits by the package within the city in the amount of \$0.22 per liter of distilled spirits, excluding fortified wine, and a proportionate tax at the same rate on all fractional parts of a liter.
- (b) The excise taxes provided for in this section shall be imposed upon and shall be paid by the licensed wholesale dealer of distilled spirits. Each wholesale dealer selling distilled spirits within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits, by size and type of container, sold during the month within the city. Each such wholesale dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (c) Wholesale dealers failing to remit excise taxes due and payable to the city as outlined in subsection (b) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-14; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on the sale of distilled spirits by the package, O.C.G.A. § 3-4-80.

Sec. 4-15. - Same—Distilled spirits sold by the drink.

- (a) There is hereby levied and imposed a specific excise tax on the sale of distilled spirits in the amount of three percent of the charge to the public for the beverages.
- (b) The excise tax imposed in subsection (a) of this section shall not apply to the sale of fermented beverages made in whole or in part from malt or any similar fermented beverage.
- (c) The excise taxes provided for in this section shall be imposed upon and shall be paid by the retailer or retail dealer of distilled spirits sold by the drink. Each retailer or retail dealer selling distilled spirits by the drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits sold, by the drink, during the month. Each such retail dealer shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Retailers or retail dealers collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.
- (e) Retail dealers failing to remit excise taxes due and payable to the city as outlined in subsections (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-15; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on distilled spirits sold in private clubs, O.C.G.A. § 3-4-130.

Sec. 4-16. - Same—Distilled spirits in private clubs.

- (a) The excise taxes imposed in sections 4-12, 4-13 and 4-14 are applicable to sales of malt beverages, wine, and distilled spirits to private clubs located within the corporate limits of the city.

Those taxes are imposed upon and shall be paid by the licensed wholesale dealers in malt beverages, wine and distilled spirits, respectively.

- (b) The three percent excise tax imposed in section 4-15 on the sale of distilled spirits by the drink is applicable to private clubs located within the corporate limits of the city. Those taxes shall be paid by the licensed private club selling mixed drinks.
- (c) Each private club selling distilled spirits by the drink within the city shall file a report with the city by the tenth day of each month showing for the preceding calendar month the exact quantities of distilled spirits, sold by the drink, during the month. Each such private club shall remit to the city by the tenth day of the month next succeeding the calendar month in which such sales were made the amount of excise tax due in accordance with this section.
- (d) Private clubs collecting the tax authorized by this section shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent of the amount due, only if the amount due was not delinquent at the time of payment.
- (e) Private clubs failing to remit excise taxes due and payable to the city as outlined in subsections (b), (c) and (d) of this section shall be charged a ten percent penalty, and interest shall accrue at the rate of one percent per month (12 percent per annum) until all fees are collected by the city.

(Code 1989, § 3-16; Ord. No. 573, 9-6-2005)

State Law reference— Local excise tax on private club distilled spirits sales required, O.C.G.A. § 3-7-60.

Sec. 4-17. - Distance requirements.

- (a) No person may sell or offer to sell alcoholic beverages:
 - (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
 - (2) Within 300 feet of any public library or branch thereof;
 - (3) Within 300 feet of the property line of any church, shrine, chapel of a mortuary or other place used exclusively for religious services, and any school grounds or college campus;
 - (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes; or
 - (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children.

The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges of this state. A school bus stop is defined as a designated place where five or more children board the bus.

- (b) For premises that are located or proposed to be located in the central business district (as defined in section 1.4.2 of the Unified Development Code), distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the nearest public sidewalk, street or highway, then along such sidewalk, street or highway by the nearest route to the front door of the premises from which alcoholic beverages are to be sold. For premises that are located or proposed to be located in all other areas of the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop. Every license application shall include a scale drawing of the location of the proposed premises, showing the

distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.

- (c) The distance requirements of this section pertaining to colleges are intended to apply to the main or primary campus or grounds of a college. For various reasons, a college may occasionally lease subordinate space away from its main campus or grounds to conduct its activities (a subordinate facility). For the purposes of determining compliance with the distance requirements of this section, a subordinate facility shall not be considered a college if all of the following conditions are met:
 - (1) The college is occupying the subordinate facility as a tenant under a lease agreement;
 - (2) The amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility;
 - (3) The subordinate facility is located in a commercially-zoned district; and
 - (4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.

Notwithstanding the foregoing, no license for the sale of alcoholic beverages shall be granted with respect to an establishment that is located in the same building as a subordinate facility or within 50 feet of a subordinate facility.

- (d) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption license if there exists one or more of the conditions set forth in subsection (d)(1) of this section, and all of the conditions set forth in subsection (d)(2) of this section:
 - (1)
 - a. The establishment is designed to be an integral part of planned mixed use development;
 - b. The establishment is located within a shopping center with an aggregate leasable area of 50,000 square feet or more;
 - c. The primary entrance of the establishment is not directly visible along the line of measurement and is physically separated from the residence;
 - d. There are other licensed establishments of a similar nature in the immediate vicinity;
 - e. The residence is not a single-family detached residence.
 - (2)
 - a. There are practical or economic difficulties in carrying out the strict letter of the distance requirements;
 - b. The request is not based primarily on the desire to reduce the cost of developing the site;
 - c. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
 - d. The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law.
- (e) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a school grounds or college campus and an eating establishment (as the term "eating establishment" is used in section 4-47) seeking an on-premises consumption license, provided that all of the conditions set forth below exist:
 - (1) The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;
 - (2) The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;

- (3) There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption would be sold already contains a commercial kitchen;
- (4) The request is not based primarily on the desire to reduce the cost of developing the site;
- (5) The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
- (6) The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;
- (7) The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.

(Code 1989, § 3-17; Ord. No. 218-A, § 1.011, 9-22-1986; Ord. No. 512, § 1, 12-2-2002; Ord. No. 524, § 1, 3-3-2003; Ord. No. 532, § 1, 12-15-2003; Ord. No. 643, § 1, 7-19-2010)

State Law reference— Sales near churches, etc., O.C.G.A. § 3-3-21.

Sec. 4-18. - Condition of premises.

- (a) All licensed premises shall be kept clean and shall be in full compliance with all ordinances and regulations of the city, county and state.
- (b) The county health department shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all city, county and state health rules and regulations, and report any violation to the city clerk.
- (c) The city department of **public safety** **Community Development** shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all city, county and state fire regulations, and report any violations to the city clerk.
- (d) The director of **public safety** **Community Development** or his designee shall have the authority to inspect regularly the licensed premises to determine whether the licensed premises is in compliance with all technical codes of the city.
- (e) The city department of **public safety** **Community Development** shall have the authority to inspect periodically the licensed premises to determine if the licensed premises is in compliance with all provisions of this chapter, and report any violation to the city clerk.

(Code 1989, § 3-18; Ord. No. 218-A, § 1.012, 9-22-1986; Ord. No. 679, §§ 1, 6, 7-15-2013)

Sec. 4-19. - Renewal of license.

All licenses granted hereunder shall expire on December 31 of each year. A licensee who desires to renew his license shall file a renewal application accompanied by the requisite license fee with the city upon forms prescribed by the city on or before November 15 of each year without penalty, and not later than December 15. Applications for renewal filed after November 15 and on or before December 15 shall be subject to a penalty of ten percent of the license fee. No renewal license shall be granted on applications filed after December 15, but such applications 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 issued. Failure of a licensee to comply with any section of this Code shall subject the licensee to non-renewal of the license.

(Code 1989, § 3-20; Ord. No. 218-A, § 1.014, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-20. - Transfer of license.

- (a) No license for the sale of alcoholic beverages shall be transferable, except as otherwise provided herein.
- (b) In case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of 45 days from the date of death, or until expiration of the license, or until approval of a new licensee, whichever shall first occur, provided that no sale of alcoholic beverages shall be allowed until such time as a personal representative of the estate, appointed by a probate court of competent jurisdiction, shall make application for authorization with the city clerk.
- (c) In the event that a license is surrendered, or a licensee severs such person's association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of 45 days from the date of surrender, or from the date determined to be the date of severance, provided that no such sale shall be authorized until such time as a new application for a license is made, such application indicating that no change of ownership has occurred, except as excepted herein. Upon issuance of a new license, the authorization to sell under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.
- (d) Nothing in this section, however, shall prohibit one or more of the partners in a partnership holding a license to withdraw from the partnership in favor of one or more of the partners who were partners at the time of the issuance of the license. This section shall not prohibit transfer of stock between persons who held stock in the corporate owner at the time of issuance of the license, nor shall it prohibit transfers of stock which do not result in any person increasing such person's stock holdings to a total of ten percent or more of any class of stock.
- (e) Should a transfer of location be approved, with no change of ownership of the business, the license fee paid for the old location shall be applied to the new location.
- (f) Except as provided above, any change in the ownership of any entity owning a licensed establishment shall cancel and revoke any license issued hereunder automatically, without the necessity of any hearing.
- (g) Violation of this section shall result in revocation of the license being used and a fine as provided in section 1-8. No license will be issued to the old or the new owner in the city for one year from the date of the violation.

(Code 1989, § 3-21; Ord. No. 218-A, § 1.015, 9-22-1986)

Sec. 4-21. - Prohibited sales.

- (a) Except as otherwise authorized by law, no licensee shall sell or permit to be sold alcoholic beverages to any person under 21 years of age.
- (b) No licensee shall permit on the licensed premises the sale, barter, exchange, giving, providing or furnishing of alcoholic beverages to any person who is in a state of noticeable intoxication.
- (c) No licensee shall permit the sale of alcoholic beverages on Sunday, except as otherwise provided in this chapter.
- (d) No licensee authorized to sell alcoholic beverages by the package shall sell or permit to be sold any single beer, wine cooler or similar alcoholic beverage that is customarily packaged for sale as part of a four-pack, six-pack, 12-pack, or similar package, unless such single beer, wine cooler or similar alcoholic beverage is displayed for sale in an enclosed case, cabinet or other structure located not closer than 20 feet from the front door of the premises and not closer than 20 feet from any cash register in the premises. The intent of this subsection is to prohibit sales of single beers, wine coolers or similar alcoholic beverages from open, cooled containers such as ice-filled buckets, tubs, or

barrels and to prohibit such sales from other containers located within 20 feet of the front door and cash registers of the premises.

(Code 1989, § 3-22; Ord. No. 218-A, § 1.016, 9-22-1986)

State Law reference— Local authorization as to Sunday sales, O.C.G.A. § 3-3-7.

Sec. 4-22. - Under-age persons on licensed premises.

- (a) No licensee shall permit any person under 21 years of age to be in, frequent or loiter about the licensed premises unless such person is accompanied by a parent, legal guardian or custodian; provided, however, that such person shall be permitted in eating establishments or private clubs as defined herein without being accompanied by a parent, legal guardian or custodian, and provided further, that this section shall not apply to persons who are employees under the terms of this chapter.
- (b) No licensee shall allow or require a person in such person's employment under 18 years of age to dispense, serve, sell or take orders for any alcoholic beverages.
- (c) No licensee shall employ any person under the age of 21 years to work as an entertainer in any licensed establishment, unless such person has obtained written, notarized permission from such person's parents or legal guardian, nor shall any licensee allow any such person to work without such proof of permission.
- (d) In the event a supermarket, convenience store, brewery or drugstore employs persons under 21 years of age who will or may sell or handle alcoholic beverages which are sold for consumption off the premises, the following regulation is hereby imposed: All employees under 21 years of age shall request proper age identification from any person attempting to purchase alcoholic beverages and appearing to be 25 years of age or less.
- (e) In addition to the above, the following regulations shall be imposed and shall apply to all persons becoming employed by such a supermarket, convenience store, brewery or drugstore:
 - (1) For the first six months of employment, an employee under 21 years of age shall be on probationary status. During probationary status, the employee shall be trained and supervised periodically with respect to the procedure for requesting proper age identification and declining to sell alcoholic beverages to those under 21 years of age failing to produce proper identification.
 - (2) During an employee's probationary status period, the employee's supervisor shall periodically monitor and review the employee's request of proper age identification and decision to sell or not to sell alcoholic beverages to various customers. Should an employee, during his probationary status period, be found to sell or attempt to sell alcoholic beverages to any person under 21 years of age, the supermarket, convenience store, brewery or drugstore employing such employee shall be required to terminate the employee.
- (f) In addition to the above requirements, all supermarkets, convenience stores, breweries and drugstores selling alcoholic beverages of any kind shall post a notice no smaller in size than eight inches by ten inches in a conspicuous place on the premises, which provides as follows: "Pursuant to local ordinance, employees are required to request proper age identification before selling alcoholic beverages."

(Code 1989, § 3-23; Ord. No. 218-A, § 1.017, 9-22-1986; Ord. No. 260, § 1, 7-10-1989; Ord. No. 359, § 1, 4-10-1995)

State Law reference— Furnishing, etc., to minors, O.C.G.A. § 3-3-23; persons under 18 years of age not allowed or required to serve, sell, or take orders for alcoholic beverages, O.C.G.A. § 3-3-24.

Sec. 4-23. - Advertising.

- (a) Except as otherwise authorized in this section, no outdoor advertising or signs promoting the sale of alcoholic beverages, or the prices of such beverages, shall be permitted on the exterior of any licensed premises, or on the windows or elsewhere in the premises that may be viewed from the outside. The posting of signage identifying the name of the licensed premises, which may include "beer," "wine," or similar terms, shall not constitute a violation of this section.
- (b) Lighted signs advertising beer and wine may be placed on the furthest back wall of a licensed premises.

(Code 1989, § 3-24; Ord. No. 218-A, § 1.018, 9-22-1986; Ord. No. 679, § 7, 7-15-2013)

State Law reference— Advertisement of prices, O.C.G.A. § 3-4-26.

Sec. 4-24. - Required signs; posted information.

- (a) In addition to other postings required herein or by law, all licensees shall post in a prominent location on licensed premises, in a manner whereby it may be easily viewed by patrons, an approved sign setting forth or summarizing the laws of the city and the state in regard to the sale of alcoholic beverages to underage, intoxicated or pregnant persons. Each such sign shall be of a size and configuration approved by the director of ~~public safety~~ Community Development, and shall include either the language of the applicable Code sections or summaries approved by the director of ~~public safety~~ Community Development. The department of ~~public safety~~ Community Development is authorized to design and have printed approved signs, which shall be made available to licensees at a price to be established by the director of ~~public safety~~ Community Development.
- (b) All licensees shall display in prominent places or on their menus, their current prices of alcoholic beverages, by the drink. Any price change must remain valid for seven consecutive calendar days. The licensee shall furnish to any customer who so desires an itemized bill of charges, which shall not exceed the established price list.
- (c) All licensees shall indicate plainly the price of all alcoholic beverages exposed for sale by tags or labels on the bottles or containers or on the shelf immediately below the space in which the containers are placed.

(Code 1989, § 3-25; Ord. No. 218-A, § 1.019, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Sec. 4-25. - Contents of bottles.

Except during the initial bottling by the manufacturer, it shall be unlawful for any licensee to add to the contents of a bottle or to refill empty bottles or in any other manner to misrepresent the quantity, quality or brand name of any alcoholic beverage.

(Code 1989, § 3-26; Ord. No. 218-A, § 1.020, 9-22-1986)

Sec. 4-26. - Furnishing to, purchase of, or possession by person under 21 years of age of alcoholic beverages.

The provisions of O.C.G.A. § 3-30-23, as amended from time to time, shall govern with respect to underage sales and possession of alcoholic beverages.

(Code 1989, § 3-27; Ord. No. 679, § 8, 7-15-2013)

Sec. 4-27. - Retailer to purchase from licensed wholesaler only.

No retailer shall purchase alcoholic beverages from any person not a wholesaler licensed by both the state and city under this chapter. No wholesaler shall sell any alcoholic beverage to anyone other than a retailer licensed by both the state and city under this chapter. Retail and wholesale dealers licensed under the provisions of this chapter shall be required to demonstrate compliance with this section to the city upon written receipt of a request for information.

(Code 1989, § 3-28; Ord. No. 218-A, § 1.022, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-28. - Revocation, suspension or other penalty.

- (a) The city clerk shall be authorized to suspend or revoke an alcoholic beverage license or impose other penalties upon the licensee under the conditions set forth in this section. However, no revocation, suspension or other penalty shall be imposed without first providing a licensee the notice, hearing and appeal rights as more specifically provided in section 4-29.
- (b) Sufficient grounds for the suspension or revocation of a license or the imposition of other penalties include, but are not limited to, the following:
 - (1) A licensee has failed to open for business within six months after approval of the license; provided, however, prior to the expiration of such period, the city clerk may extend the time in which a licensee is required to open for business by up to six months, upon the timely receipt of a written request from a licensee for such an extension.
 - (2) After opening for business, a licensee has ceased to operate the business for a period of three consecutive months.
 - (3) A licensee's state license or permit for the sale of alcoholic beverages has been revoked.
 - (4) A licensee, or such licensee's employee or agent, has sold alcoholic beverages during a period of suspension.
 - (5) A licensee gave false or misleading information in the original application or renewal process.
 - (6) A licensee has failed to pay any fee, license fee, fine or other amount of money due to the city under this chapter or any other licensing ordinance of the city.
 - (7) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be under the age of 21 years.
 - (8) A licensee, or such licensee's employee or agent, has served or sold any alcoholic beverage to any person that the licensee or the licensee's employee or agent knew or should have known to be in a state of intoxication.
 - (9) A licensee has failed to maintain any and all of the general qualifications applicable to the initial issuance of a license as set forth in section 4-9.
 - (10) A licensee has violated any other law, ordinance or regulation governing the operation of establishment license to sell alcoholic beverages or which is reasonably related to the operation of such establishments.
 - (11) A licensee, or such licensee's employee or agent, has violated any other provision of this alcoholic beverage chapter.

- (c) Subject to the notice, hearing and appeal rights of a licensee as provided in section 4-29, the city clerk is authorized, but not required, to revoke the license of any licensee found to be in violation of this chapter. In lieu of revocation, the clerk is also authorized to suspend the license of a licensee violating any provision of this chapter. In the event that the clerk elects to suspend a license, such license shall be suspended for three days for the first violation and 30 days for a second violation occurring within any consecutive 12-month period. For a third violation occurring within any consecutive 12-month period, the license shall be revoked. In lieu of revocation or suspension, the city clerk is also authorized, but not required, to accept a voluntary offer of a civil monetary penalty from the licensee, not to exceed \$1,000.00 per violation. No licensee or any other applicant may apply for a license for the same premises during any period of suspension or revocation. In determining the severity of any sanction imposed under this section, the city clerk may take into consideration any documented evidence that the licensee has, on prior occasions, undertaken proactive efforts to promote compliance with the provisions of this chapter, including the provisions of this chapter prohibiting the sale or serving of alcohol to minors. Documented evidence of such activities shall include, but shall not be limited to, written evidence that the licensee has promptly reported violations or attempted violations of this chapter.

(Code 1989, § 3-29; Ord. No. 218-A, § 1.023, 9-22-1986; Ord. No. 359, § 2, 4-10-1995; Ord. No. 373, 3-25-1996; Ord. No. 722, § 2, 3-21-2016)

Sec. 4-29. - Hearing procedures; appeal.

- (a) Prior to imposing any sanction authorized by section 4-28, the city clerk shall provide written notice to the licensee specifying the licensee's alleged violations of this chapter and the date, time and place of the hearing to be held before the city clerk to determine if the violations have occurred. The date of the hearing shall be not less than five nor more than 30 days after the date of the written notice. At the request of the city clerk, the city council may appoint a hearing examiner to perform the duties of the city clerk under section 4-28 and this section. Hearings shall be conducted under rules issued by the city clerk, which shall be consistent with rules applied in administrative proceedings, and shall ensure that each party may present evidence, cross-examine witnesses and be represented by legal counsel. All testimony shall be sworn. The city shall have the responsibility to present evidence sufficient to carry the burden of proof by a preponderance of the evidence. Following the hearing, the city clerk shall prepare a written order to include findings, conclusions and sanctions (if any). A copy of the order shall be forwarded by certified mail to the licensee the same date it is filed in the office of the city clerk, with additional copies furnished to the city administrator and the director of [public safety](#) [Community Development](#).
- (b) The order issued by the clerk in accordance with the procedures outlined above shall be stayed for a period of ten days after the issuance of the order. During this ten-day period, the licensee shall have the right to file an appeal to the city council. If the licensee files a timely appeal, the city clerk's order shall be stayed until the appeal is heard or withdrawn. If the licensee does not file a timely appeal, the city clerk's order shall be final.
- (c) The notice of appeal to the city council shall be in writing and accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The grounds for the appeal shall be limited to issues that were addressed in the hearing. Upon receipt of a notice of appeal, the city clerk shall submit the entire record of the case to the city council and may also submit a memorandum in response to the memorandum filed by the licensee. The clerk shall place the appeal on the agenda of the next regular city council meeting occurring not less than ten nor more than 30 days after receipt of the appeal, unless the appellant stipulates to another date. The appellant shall have the right to be represented by legal counsel. At the hearing, the city council will receive oral arguments on the written memoranda and the evidence in the record. The right to offer oral argument may be waived. No additional evidence or arguments shall be permitted at the council meeting, and the council shall base its decision on the memoranda, oral arguments (if any) and other evidence in the record. Following the appeal hearing, the council may sustain, overrule or modify the order of the city clerk. In lieu of suspension or revocation, the city council may impose a

fine upon any licensee, not to exceed \$1,000.00 for each violation occurring on the licensed premises. The city council shall also have the option to refer the matter to the clerk for a de novo hearing, or for the taking of additional evidence on specific points, and in either of such cases, the city clerk shall proceed as provided in this chapter. If the city council does not refer the matter back to the clerk, the decision of the mayor and council shall be final, and the appellant shall have the right to seek a writ of certiorari to the superior court of the county within 30 days of the final action of the mayor and city council. The final action of the city council shall be reduced to a written order signed by the mayor. The original of the mayor's order shall be filed in the record of the case, and a copy of the order shall be included in the minutes of the city council meeting. It shall be the responsibility of the clerk to provide a copy of the order to the appellant.

(Code 1989, § 3-30; Ord. No. 218-A, § 1.024, 9-22-1986; Ord. No. 373, 3-25-1996; Ord. No. 679, § 1, 7-15-2013)

Secs. 4-30—4-46. - Reserved.

ARTICLE II. - ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES

Sec. 4-47. - Locations where prohibited.

(a) No alcoholic beverages may be sold by the drink for consumption on the premises where sold except in:

- (1) Eating establishments regularly serving prepared food, with a full-service kitchen consisting of a four-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the county health department and the city fire marshal, prepared to serve food every hour they are open;
- (2) Supermarkets or wine bars, where these establishments are permitted to seat 45 or more persons pursuant to applicable building, fire and safety codes in effect for the city;
- (3) Cigar shops;
- (4) Art galleries or art studios; or
- (5) Hotels, motels or high-rise office and apartment buildings.

When located in hotels, motels and high-rise office and apartment buildings, every entrance to the establishment shall be from a public lobby, hallway, mall or other publicly-used interior portion of the primary use structure. Unless otherwise expressly exempted in this chapter from this requirement, establishments not located in hotels or motels shall derive a minimum of 50 percent of their total annual gross food and beverage sales from the sale of prepared meals or food (except that wine bars shall derive a minimum of 40 percent). Hotels or motels containing such establishments shall derive a minimum of 50 percent of their total annual gross income from the sales of prepared meals or food and from the rental of rooms for overnight lodging. For the purposes of this chapter, the term "hotel" or the term "motel" means an establishment that contains not less than 35 separate rooms for overnight lodging.

(b) On or before the 20th day of each calendar month, each such establishment shall file a report of the previous calendar month's operation with the office of the director of finance verifying compliance with the above provisions. Such reports shall be filed on forms designated by the city. These forms are also used to report excise taxes on the sale of distilled spirits by the drink, which are also due by the tenth day of each calendar month. Any licensed establishment that fails to meet the appropriate percentage requirements for two consecutive months shall be subject to immediate revocation. An audit may be required at any time to ensure compliance with these provisions. Nothing in this section shall be deemed to prohibit hotel room service of alcoholic beverages.

(Code 1989, § 3-40; Ord. No. 218-A, § 1.025, 9-22-1986; Ord. No. 573, 9-6-2005; Ord. No. 659, § 1, 12-19-2011; Ord. No. 679, §§ 1, 9, 7-15-2013; Ord. No. 740, § 2, 5-16-2017)

Sec. 4-48. - Hours of sale.

Alcoholic beverages shall not be sold for consumption on the premises except:

- (1) Monday through Saturday, between the hours of 9:00 a.m. and 2:00 a.m. of the following day; and
- (2) On Sunday from 12:30 p.m. until 2:00 a.m. on Monday in any licensed establishment which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, or which derives a minimum of 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(Code 1989, § 3-41; Ord. No. 218-A, § 1.026, 9-22-1986; Ord. No. 740, § 3, 5-16-2017)

Sec. 4-49. - Consumption sales only.

- (a) Except as may be otherwise expressly provided in this chapter, establishments holding a license to sell alcoholic beverages for consumption on the premises shall not hold a license for the sale of alcoholic beverages by the package.
- (b) The foregoing prohibition, however, shall not apply with respect to the following:
 - (1) Supermarkets and brew pubs, as defined in section 4-1; provided, however, no such license shall include or authorize the sale of distilled spirits by the package; and
 - (2) Eating establishments, as defined in section 4-1, may sell wine by the package for off-premises consumption, provided that no more than ten percent of the interior floor area of the establishment is devoted to the display of package wine and no more than ten percent of the establishment's revenues derived from the sale of alcoholic beverages is derived from package wine sales. Notwithstanding the foregoing, the sales of wine by the package for off-premises consumption shall not be used in calculating the total annual gross food and beverage sales for the establishment for the purpose of determining whether the establishment constitutes an eating establishment as set forth in section 4-1.
- (c) For the purposes of this chapter, where a person holds a license to sell alcoholic beverages by the package, including distilled spirits, at one establishment, and a license to sell alcoholic beverages for consumption on the premises at a contiguous establishment, and the licensed premises of each establishment are physically separate from the other, with the only interconnectivity between the establishments (if any) being an inside connecting service door or passageway, such establishments shall be considered separate and distinct establishments, provided that:
 - (1) Each establishment operates under a trade name different from the other;
 - (2) All business transactions are kept separate;
 - (3) Each establishment must operate in compliance with all other provisions of this chapter and all other laws and regulations applicable to such business;
 - (4) Each establishment has a separate entrance for the public and the establishments share no common entrance;
 - (5) The inside connecting service door or passageway (if any) must be located behind the bar or service counter of each establishment or otherwise so situated or maintained as to be reasonably accessible only to the licensee or employees of the establishments, and only the licensee and employees of the establishments may use such door or passageway; and

- (6) All other conditions required by state regulations applicable to such contiguous operations are met.

(Code 1989, § 3-42; Ord. No. 218-A, § 1.027, 9-22-1986; Ord. No. 679, § 10, 7-15-2013; Ord. No. 694, § 1, 9-15-2014; Ord. No. 701, § 1, 2-23-2015; Ord. No. 722, § 3, 3-21-2016; Ord. No. 740, § 4, 5-16-2017)

Sec. 4-50. - Regulations as to employees; permit.

The following regulations regarding employees shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

- (1) An employee shall meet the same character requirements as set forth in the general requirements for the licensee, except for the residency requirements.
- (2) No person shall be employed by an establishment holding a license hereunder until such person has been fingerprinted or cleared by the department of ~~public-safety~~ Community Development and a permit issued indicating that such person is eligible for this employment. The permit issued to a person under this section shall be either of the following:
 - a. Alcoholic beverage permit, which shall be issued only to a person who must be 21 years of age or older, and who sells, serves or dispenses alcoholic beverages;
 - b. Non-alcoholic beverage permit, which shall be issued to a person whose employment includes, but is not limited to, host, hostess, doorman and bouncer.
- (3) No permit shall be issued until such time as a signed application has been filed with the director of ~~public-safety~~ Community Development and a search of the criminal record of the applicant completed. Such application shall include, but shall not be limited to, the name, date of birth and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.
- (4) The director of ~~public-safety~~ Community Development shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this article, the director of ~~public-safety~~ Community Development shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the director of ~~public-safety~~ Community Development shall notify the employer that this person is not eligible for employment.
- (5) It shall be the duty of all persons holding any license to sell alcoholic beverages to file with the director of ~~public-safety~~ Community Development the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers.
- (6) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the director of ~~public-safety~~ Community Development or the city clerk.
- (7) This section shall not be construed to include employees whose duties are limited solely to those of busboy, cook or dishwasher.
- (8) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (9) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the city department of ~~public-safety~~ Community Development.

- (10) All permits issued hereunder remain the property of the city and shall be produced for inspection upon the demand of any officer of the city department ~~of public safety~~ Community Development.
- (11) Unless waived or modified by the director of ~~public safety~~ Community Development, the provisions of this section relative to employees shall also apply to any of the licensee's volunteers or contractors engaged in the service of alcohol.

(Code 1989, § 3-43; Ord. No. 218-A, § 1.028, 9-22-1986; Ord. No. 622, § 1, 5-19-2008; Ord. No. 679, § 1, 7-15-2013)

State Law reference— Age of employees, O.C.G.A. § 3-3-23; persons under 18 years of age not allowed or required to serve, sell, or take orders for alcoholic beverages, O.C.G.A. § 3-3-24.

Sec. 4-51. - Open area, sidewalk, deck and patio sales.

The consumption and/or sale of alcoholic beverages may be allowed in open areas, sidewalks, decks, patios or similar unenclosed spaces on or about the premises of an establishment licensed to sell alcohol for consumption on the premises if written application is made to and approved by the director of ~~public safety~~ Community Development, or his designee, under such conditions as the director may deem appropriate for the protection of public health, safety and welfare, including, but not limited to, maximum capacity, ingress and egress.

(Code 1989, § 3-44; Ord. No. 218-A, § 1.029, 9-22-1986; Ord. No. 679, § 11, 7-15-2013)

Sec. 4-52. - Happy hour promotions prohibited.

- (a) No licensee, or employee or agent of a licensee, shall engage in any of the following practices in connection with the sale or other disposition of alcoholic beverages for consumption on the premises:
 - (1) The giving away of any alcoholic beverage in conjunction with the sale of any other alcoholic beverage;
 - (2) The sale of two or more alcoholic beverages for a single price, including the sale of all such beverages a customer can or desires to drink at a single price;
 - (3) Selling, offering to sell or delivering to any person any alcoholic beverage at a price less than one-half the price customarily charged for such alcoholic beverage, provided, nothing contained herein shall be construed to prohibit reducing the price of a drink by up to one-half the price customarily charged;
 - (4) Requiring or allowing the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been consumed, by any one person;
 - (5) Increasing the volume of alcoholic beverage contained in a drink without proportionately increasing the price customarily charged for such beverage.

It is the intent of this section to prohibit activities typically associated with promotions referred to as "happy hour."

- (b) As used in this section, the phrase "customarily charged" means the price regularly charged for such alcoholic beverage during the same calendar week.

(Code 1989, § 3-45; Ord. No. 218-A, § 1.030, 9-22-1986)

Sec. 4-53. - Brown-bagging or BYOB prohibited; exceptions.

- (a) It is prohibited for any person to bring his own alcoholic beverage (brown-bagging) into any retail establishment, without regard to whether such establishment is licensed to sell alcoholic beverages, for consumption on such premises.
- (b) Exceptions. The foregoing prohibition in subsection (a) of this section is subject to the following specific exceptions:
 - (1) *Furnishing of wine by a patron of a restaurant.* Any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to bring into the restaurant one unopened bottle of wine for consumption on the premises. In order for this provision to apply, the restaurant must establish a policy for permitting same and must charge a minimum corkage fee of \$10.00 per bottle. Nothing in this section shall be deemed to require a restaurant to establish such a policy. Any wine not consumed at a restaurant shall be disposed of at the premises and not carried out in an open container, unless the restaurant is able to reseal and repackage the opened bottle of wine in accordance with section 4-54.
 - (2) *Patrons participating in cooking classes.* This section shall not prohibit any person who is participating in a cooking class offered by a retail establishment from bringing one unopened bottle of wine into the retail establishment to consume with the meal prepared as part of such class, provided:
 - a. The retail establishment has a policy permitting a patron participating in a cooking class to bring an unopened bottle of wine into the retail establishment for consumption on the premises by the patron;
 - b. The retail establishment does not charge a corking or other fee for same;
 - c. The price of a cooking class offered by the retail establishment does not vary based on whether class participants will be permitted to bring wine into the retail establishment for consumption on the premises;
 - d. No employee of the retail establishment under the age of 18 years shall be working in the establishment during the times such classes are offered; and
 - e. The retail establishment has an established closing time of no later than 10:00 p.m. Any opened bottle of wine not consumed at the retail establishment during the cooking class shall be disposed of at the premises and not carried out in an open container. All other applicable state and city laws, regulations and ordinances which address the use and serving of alcoholic beverages shall apply to this subsection.
- (c) For the purposes of this section, the term "retail establishment" shall not include a private hotel room or similar guest room or a private club.

(Code 1989, § 3-46; Ord. No. 649, § 1, 5-16-2011; Ord. No. 679, § 12, 7-15-2013; Ord. No. 740, § 5, 5-16-2017)

Sec. 4-54. - Removal of wine from restaurant by patron.

Notwithstanding any other contrary provision of the ordinance from which this section derives, any restaurant which is licensed to sell wine for consumption on the premises may permit a patron to remove one unsealed bottle of wine per patron for consumption off the premises, if the patron has purchased a meal and consumed a portion of the bottle of wine with such meal on the restaurant's premises. A partially consumed bottle of wine that is to be removed from the premises must be securely resealed by the licensee or its employees before removal from the premises. The partially consumed bottle of wine shall be placed in a bag or other container that is secured in such a manner that it is visibly apparent if the container has been subsequently opened or tampered with, and a dated receipt for the bottle of wine or corkage fee and meal shall be provided by the licensee and attached to the container. If transported in a

motor vehicle, the container with the resealed bottle of wine shall be placed in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.

(Code 1989, § 3-47; Ord. No. 649, § 1, 5-16-2011; Ord. No. 679, § 13, 7-15-2013)

State Law reference— Removal of wine from restaurant by patron, O.C.G.A. § 3-6-4.

Secs. 4-55—4-81. - Reserved.

ARTICLE III. - PRIVATE CLUBS^[2]

Footnotes:

--- (2) ---

State Law reference— Sale of distilled spirits by private clubs, O.C.G.A. § 3-7-1 et seq.

Sec. 4-82. - Exception for art galleries and art studios.

An art gallery or art studio may obtain a license for the sale of alcoholic beverages for consumption on the premises without meeting the requirement that the establishment provides a full-service kitchen serving prepared foods or derives a minimum of 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food, provided that no more than ten percent of the establishment's total annual gross sales are derived from the sale of alcoholic beverages.

(Ord. No. 740, § 6, 5-16-2017)

Sec. 4-83. - Conditions to selling.

- (a) Private clubs may sell and dispense alcoholic beverages upon compliance with all applicable ordinances and regulations of the city governing the sale of such beverages (except as expressly exempted therein) and upon payment of such license fees and taxes as may be required by the existing ordinances, rules and regulations of the city.
- (b) Community service organizations which are chartered by Congress as patriotic, mutual-help, or war-time veterans' organizations shall be specifically exempted from section 4-16. Compliance with all other regulations of this chapter is required for such organizations.

(Code 1989, § 3-50; Ord. No. 218-A, § 1.032, 9-22-1986; Ord. No. 573, 9-6-2005)

Sec. 4-84. - Private clubs exempt from percentage sales of food requirements.

Private clubs shall not be required to derive a certain percentage of annual gross receipts from the sale of prepared food.

(Code 1989, § 3-51; Ord. No. 218-A, § 1.033, 9-22-1986)

Sec. 4-85. - Hours of sale.

Alcoholic beverages shall not be sold for consumption on the premises except between the hours of 9:00 a.m. and 2:00 a.m., Monday through Saturday, and on Sunday from 12:30 p.m. to 2:00 a.m.

(Code 1989, § 3-52; Ord. No. 218-A, § 1.034, 9-22-1986)

Sec. 4-86. - Regulations as to employees.

The employee regulations set forth in section 4-50 pertaining to establishments holding a license for consumption on the premises shall also apply to private clubs licensed for consumption on the premises.

(Code 1989, § 3-53; Ord. No. 218-A, § 1.035, 9-22-1986)

Secs. 4-87—4-115. - Reserved.

ARTICLE IV. - PACKAGE LIQUOR^[3]

Footnotes:

--- (3) ---

State Law reference— Distilled spirits, O.C.G.A. § 3-4-40 et seq.

Sec. 4-116. - Types of establishments where retail sale permitted.

(a) No distilled spirits by the package shall be sold at retail except in:

- (1) Retail establishments devoted exclusively to the retail sale of alcoholic beverages by the package;
- (2) Retail establishments in which space has been set aside devoted exclusively to the retail sale of distilled spirits by the package, with ingress and egress provided directly to and only to the exterior of the building in which the facility is located and not to any other enclosed part of the building in which the facility is located, except as provided in subsection (a)(3) of this section; or
- (3) In hotels, motels and high-rise office buildings where every public entrance to this use shall be from a lobby, hallway or other interior portion of the primary use structure.

(b) Nothing in this section shall prohibit the retail sale within these establishments of liquid commodities and mixes normally used in the preparation and serving of distilled spirits.

(Code 1989, § 3-60; Ord. No. 218-A, § 1.037, 9-22-1986; Ord. No. 740, § 7, 5-16-2017)

Sec. 4-117. - Coin-operated or amusement machines prohibited; exception.

No retail dealer in liquors shall permit on such person's premises any slot machines of any kind or character or any coin-operated machines or any machine operated for amusement purposes. However, cigarette vending machines may be permitted.

(Code 1989, § 3-61; Ord. No. 218-A, § 1.038, 9-22-1986)

Sec. 4-118. - Hours of sale.

Retail package licensees licensed to sell packaged distilled spirits may engage in the package sale of distilled spirits only between the hours of 9:00 a.m. and 11:45 p.m., Monday through Saturday, and only between the hours of 12:30 p.m. and 11:30 p.m. on Sunday. These hours are to be determined by the standard of time in effect at the time of the sale.

(Code 1989, § 3-62; Ord. No. 218-A, § 1.039, 9-22-1986; Ord. No. 650, § 1, 6-13-2011)

Sec. 4-119. - Regulations as to employees.

The following regulations as to employees shall apply to all establishments holding a license for package liquor:

- (1) An employee shall meet the same character requirements as set forth in the general requirements for the licensee, except for the residency requirements.
- (2) No person shall be employed by an establishment holding a license hereunder until this person has been fingerprinted or cleared by the department of ~~public safety~~ Community Development and has been issued a permit by the department of ~~public safety~~ Community Development indicating that the person is eligible for this employment.
- (3) No permit shall be issued until such time as a signed application has been filed with the director of ~~public safety~~ Community Development, and a search of the criminal record of the applicant completed. Such application shall include, but shall not be limited to, the name, date of birth and prior arrest record of the applicant, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.
- (4) The director of ~~public safety~~ Community Development shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. In the event there is no record of a violation of this chapter or other applicable law, the director of ~~public safety~~ Community Development shall issue a permit to the employee, stating that the person is eligible for employment. If it is found that the person fingerprinted or cleared is not eligible for employment, the director of ~~public safety~~ Community Development shall notify the employer that this person is not eligible for employment.
- (5) It shall be the duty of all persons holding any license to sell alcoholic beverages to file with the director of ~~public safety~~ Community Development the name of the establishment and the license number and a list of all employees, with their home addresses and home telephone numbers.
- (6) All permits issued through administrative error or through an error in completion of a background investigation can be terminated by the director of ~~public safety~~ Community Development or the city clerk.
- (7) No licensee shall allow any employee required to hold a permit to work on the licensed premises unless the licensee has on file, on the premises, the current, valid permit of each such employee.
- (8) In the event that any permit holder leaves the employ of a licensed establishment, the licensee shall immediately surrender the permit to the director of ~~public safety~~ Community Development.
- (9) All permits issued hereunder remain the property of the city, and shall be produced for inspection upon the demand of any officer of the department of ~~public safety~~ Community Development.

(Code 1989, § 3-63; Ord. No. 218-A, § 1.040, 9-22-1986; Ord. No. 679, § 1, 7-15-2013)

Secs. 4-120—4-136. - Reserved.

ARTICLE V. - PACKAGE BEER, MALT BEVERAGES AND WINE

Sec. 4-137. - Type of retail establishment.

No package beer, malt beverage or wine shall be sold at retail except in the following types of retail establishments, subject to such establishments holding a license to sell beer, malt beverages or wine (as applicable) by the package:

- (1) Establishments which meet the same requirements applicable to establishments where distilled spirits may be sold (section 4-116);
- (2) Establishments maintaining 80 percent of the floor space and storage area in a manner which is devoted principally to the retail sale of other products and located in zoning districts in which these establishments are permitted as a conforming use or in districts where existing establishments exist as a nonconforming use;
- (3) Supermarkets, as defined in section 4-1;
- (4) Establishments which are duly licensed by the city to operate as a brew pub; or
- (5) Eating establishments licensed to sell alcoholic beverages for consumption on the premises which sell wine by the package in accordance with the provisions set forth in section 4-49(b); provided, however, package sales shall be limited to wine only.

(Code 1989, § 3-70; Ord. No. 664, § 1, 4-16-2012; Ord. No. 722, § 4, 3-21-2016)

Sec. 4-138. - Hours of sale.

Retail package licensees licensed to sell packaged malt beverages, beer and wine may engage in the packaged sale of malt beverages, beer and wine only between the hours of 9:00 a.m. and 11:45 p.m., Monday through Saturday, and only between the hours of 12:30 p.m. and 11:30 p.m. on Sunday. These hours are to be determined by the standard of time in effect at the time of the sale.

(Code 1989, § 3-71; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-139. - Use of tags or labels to indicate prices.

Retailers shall indicate plainly, by tags or labels on the bottle or containers or on the shelf immediately below where the containers are placed, the prices of all beer, malt beverages and wine exposed or offered for sale.

(Code 1989, § 3-72; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-140. - Regulations as to coin-operated or amusement machines, and regulations as to employees.

The provisions applicable to coin-operated or amusement machines applicable to retail establishments devoted to the retail sale of distilled spirits (section 4-117) and regulations as to employees applicable to retail package licenses licensed to sell packaged distilled spirits (section 4-119) are also applicable to retail establishments licensed to sell beer, malt beverages and wine.

(Code 1989, § 3-73; Ord. No. 664, § 1, 4-16-2012)

Sec. 4-141. - Growlers.

- (a) The sale of growlers in compliance with this article is authorized for those certain types of establishments designated in section 4-137(1), (3) and (4), which are licensed to sell malt beverages, but not distilled spirits, by the package. The filling of growlers with malt beverage drawn from a tap on a barrel, cask, tank, or keg on the premises shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter. The term "growler" means a container made of a material customary to the industry provided that the container is capable of being sealed with a tamper-proof cap, top or other seal for the purpose of complying with open container laws, and further provided that the container does not exceed 68 ounces and is filled by a licensee or employee of the licensed establishment with malt beverage drawn from a barrel, cask, tank, or keg. Growlers may only be filled from barrels, casks, tanks, or kegs procured by the licensee from a person who is licensed or authorized to do business as a wholesaler under this chapter. Notwithstanding any other provision of this chapter to the contrary, in the case of a brew pub holding a license to sell malt beverages by the package, growlers may be filled from barrels, casks, tanks, or kegs of malt beverages manufactured on the licensed premises, subject to the barrel production limitation prescribed in section 4-188. Only professionally sanitized and sealed growlers may be filled and made available for retail sale. Each growler must be securely sealed and removed from the premises in its original sealed condition. Except as authorized in accordance with an ancillary tasting permit as hereinafter provided, consumption on the premises is strictly prohibited; however, this prohibition shall not apply with respect to sales pursuant to a license for consumption on the premises, provided that no filled growlers may be consumed on the premises.
- (b) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirits license, shall be eligible for an ancillary growler malt beverage tasting license to provide samples of growler malt beverages offered for sale to customers under the conditions set forth in this section. Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of a growler malt beverage offered for sale within the premises, or in conjunction with growler malt beverage education classes and sampling designed to promote growler and malt beverage appreciation and education. Growler malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten percent of the entire floor area of the premises. Growler malt beverage sampling for customers shall be limited to no more than one time per day per customer for a period not to exceed two consecutive hours. Samples shall not exceed four ounces, and no customer shall consume more than 16 ounces in any two-hour period. Only the licensee or an employee shall open and handle unpackaged malt beverages, and samples shall only be poured by the licensee and/or an employee. No open growler container shall be removed from the licensed premises. Not more than two times per week for a period not to exceed two consecutive hours, the holder of an ancillary growler malt beverage tasting license may conduct educational classes and sampling for class participants. All conditions of sampling set forth in this section shall apply to such classes, except for the limitation on floor areas where the classes can be conducted. Growler malt beverage sampling and tasting is only permitted within the designated interior portion of the premises. The annual fee for an annual growler malt beverage tasting license shall be \$50.00, and may be revised, by resolution of the mayor and council, from time to time.
- (c) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirit license, who is authorized to sell growlers and whose premises are located in the downtown district shall, in conjunction with city-sponsored special events within the downtown district, be authorized to sell malt beverages in 16-ounce plastic containers in the same manner as consumption on the premises licensees in the downtown district, except that such sales shall only take place outside the premises in a tent directly adjacent to the premises. The exact location and set-up of the tent shall be subject to the review of the director of **public safety** **Community Development**, or his designee, for **public safety** **Community Development** compliance.

(Code 1989, § 3-74; Ord. No. 664, § 1, 4-16-2012; Ord. No. 679, § 14, 7-15-2013; Ord. No. 722, § 5, 3-21-2016)

Secs. 4-142—4-165. - Reserved.

ARTICLE VI. - WHOLESALER

Sec. 4-166. - Special provisions applicable to wholesale license.

- (a) No person who has any direct financial interest in a license for the retail sale of distilled spirits shall be allowed to have any interest or ownership in any wholesale distilled spirit license.
- (b) No retailer shall purchase any alcoholic beverage from any person other than a wholesaler licensed under this article. No wholesaler shall sell any distilled spirits to any person other than a retailer licensed under this chapter.
- (c) No alcoholic beverage shall be delivered to any retail sales outlet in the city except by a duly licensed wholesaler. The name of the wholesaler distributor shall be clearly marked on the delivery vehicle.

(Code 1989, § 3-80; Ord. No. 218-A, § 1.044, 9-22-1986)

Sec. 4-167. - Hours of sale.

Wholesalers shall not engage in the sale of alcoholic beverages except between 8:00 a.m. and 11:45 p.m., Monday through Saturday.

(Code 1989, § 3-81; Ord. No. 218-A, § 1.045, 9-22-1986)

Secs. 4-168—4-187. - Reserved.

ARTICLE VII. - BREW PUBS

Sec. 4-188. - Exception for brew pubs.

A limited exception to the provisions of this chapter which implement and enforce the three-tier system for the manufacture, distribution and sale of malt beverages established under state law shall exist for owners and operators of brew pubs, subject to the following terms and conditions:

- (1) No individual or person shall be permitted to own or operate a brew pub without first obtaining a proper brew pub license from the city council pursuant to the procedures set forth in article I of this chapter, and each brew pub licensee shall comply with all other applicable state and local license requirements;
- (2) A brew pub license authorizes the holder of such license to:
 - a. Manufacture on the licensed premises not more than 10,000 barrels of malt beverage in a calendar year solely for retail sale;
 - b. Operate an eating establishment that shall be the sole retail outlet for such malt beverages;
 - c. Operate an eating establishment that may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler; and, provided further, that in addition to draft beer manufactured on the premises, each brew pub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers; and
 - d. Notwithstanding any other provision of this section, sell up to a maximum of 5,000 barrels annually of such malt beverage to licensed wholesale dealers. Under no circumstances

shall such malt beverages be sold by a brew pub licensee to any person holding a retail consumption dealer's license or a retailer's license for the purpose of resale;

- (3) Possession of a brew pub license shall not prevent the holder of such license from obtaining a license for the sale of alcoholic beverages by the package, excluding distilled spirits, for the same premises;
- (4) A brew pub license does not authorize the holder of such license to sell alcoholic beverages by the package for consumption off the premises; and
- (5) A brew pub licensee shall:
 - a. Pay all state and local license fees and excise taxes applicable to individuals or persons licensed as manufacturers, retailers, and, where applicable, wholesalers under this title; and
 - b. Measure malt beverages manufactured on the premises and otherwise comply with applicable rules and regulations respecting excise and enforcement tax determination of such malt beverages as required by state and local law.

(Code 1989, § 3-90; Ord. No. 373, 3-25-1996; Ord. No. 722, § 6, 3-21-2016)

Secs. 4-189—4-214. - Reserved.

ARTICLE VIII. - SPECIALTY GIFT SHOPS

Sec. 4-215. - Exception for specialty gift shops.

- (a) For all purposes of this section, the term "specialty gift shop" shall be defined as any retail gift shop that derives not more than 15 percent of its gross sales from the sale of packaged gift baskets or similar items containing unbroken containers of wine or beer.
- (b) Notwithstanding any other provision of this chapter to the contrary, a limited exception to the provisions of sections 4-6 and 4-137 shall exist for the owners of specialty gift shops, provided that the owner shall first obtain a specialty gift shop alcohol permit as hereinafter provided, and the only sale of alcohol by the owner is through the sale of gift items as specified in subsection (a) of this section and not for consumption on the premises.
- (c) All persons desiring to engage in activities permitted by this section shall make written application to the director of **public safety** Community Development for a specialty gift shop alcohol permit on forms prescribed by the director of **public safety** Community Development, and filed with the director of **public safety** Community Development. All applications shall be accompanied by a certified check for \$150.00. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded. The application shall include the name and address of the applicant, the address of the business location, and the name and address of the manager. If the manager changes, the applicant must furnish the director of **public safety** Community Development with the name and address of the new manager and the information as requested within ten days of such change. The applicant must meet the character requirements of this chapter. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.
- (d) The director of **public safety** Community Development shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this section and the name of the applicant. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the city, and shall appear once a week for two weeks immediately preceding consideration of the application by the clerk.

- (e) If the clerk grants the applicant a specialty gift shop alcohol permit, it shall be valid for one year from the date of issuance. The director of **public safety** Community Development shall have authority to prescribe forms for new or renewal applications. All applicants shall furnish data, information or records as required by the director of **public safety** Community Development to ensure compliance with the provisions of this chapter. Failure to furnish such data shall automatically serve to dismiss the application with prejudice.
- (f) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a specialty gift shop alcohol permit shall be cause for the denial or revocation thereof.
- (g) In all instances in which an application is denied under the provisions of this section, the applicant may not re-apply for a new license for at least one year from any final date of such denial.
- (h) Each applicant shall certify that the applicant has read this section, and if a specialty gift shop alcohol permit is granted, each licensee shall maintain a copy of this section on the premises and shall require each of the licensee's employees to be familiar with this section. Notwithstanding any other provision of this chapter, all of the applicant's employees must be at least 18 years of age to sell any gift item containing alcohol.
- (i) Except as set forth in this section, a holder of a specialty gift shop alcohol permit must comply with all other provisions set forth in this chapter.

(Code 1989, § 3-100; Ord. No. 373, 3-25-1996; Ord. No. 679, § 15, 7-15-2013)

Secs. 4-216—4-238. - Reserved.

ARTICLE IX. - LICENSED ALCOHOLIC BEVERAGE CATERERS^[4]

Footnotes:

--- (4) ---

State Law reference— Sales off premises for catered functions, O.C.G.A. § 3-11-1 et seq.

Sec. 4-239. - Licensed alcoholic beverage caterers.

- (a) License requirements; resident caterers.
 - (1) Any caterer who possesses a valid city license to sell or otherwise dispense malt beverages, wine or distilled spirits by the drink for consumption on the premises within the city may apply for an off-premises license that permits sales of the same off premises at authorized catered events or functions.
 - (2) Any caterer who possesses a valid city license to sell malt beverages, wine or distilled spirits by the package for consumption off the premises within the city may apply for an off-premises license that permits sales of the same class of alcoholic beverages by the drink off premises at authorized catered events or functions.
 - (3) Each off-premises catering license authorized herein shall be valid through December 31 of the year for which it is issued. The fee for each license shall be set by resolution of the city council, and this fee shall remain in effect until modified or amended by subsequent resolution.
 - (4) In order to distribute or sell malt beverages, wine or distilled spirits at an authorized catered function, a licensed alcoholic beverage caterer shall file an application for an off-premises event permit with the director of **public safety** Community Development at no additional fee. The

application shall include the name of the caterer, the date, address and time of the event, the caterer's license number and any other information the city deems necessary to review a request for such permit.

- (5) It shall be unlawful for any person to engage in, carry on or conduct the sale or distribution of alcoholic beverages off premises and in connection with the catered event or function without first having obtained a license and event permit as provided herein.
- (b) Permit requirements; nonresident caterers.
 - (1) A nonresident alcoholic beverage caterer shall submit an application for an off-premises event permit to the director of ~~public safety~~ **Community Development** or his designee. The fee for each such permit shall be \$50.00, as authorized by O.C.G.A. § 3-11-3 (or such fee as may be authorized by any future amendment or revision thereto).
 - (2) An application for an off-premises event permit shall include the name of the caterer, the licensed alcoholic beverage caterer's state and local license number and expiration date, the date, address, time, and name of the event and the quantity and type of alcoholic beverages to be transported from the licensee's primary location to the location of the authorized catered event or function.
 - (3) The original off-premises permit shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function.
 - (4) It shall be unlawful for a licensed alcoholic beverage caterer to distribute, sell, or otherwise dispense alcoholic beverages off premises except as authorized by the off-premises event permit.
- (c) A licensed alcoholic beverage caterer may sell or otherwise dispense only that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may sell or otherwise dispense only malt beverages at the authorized catered event or function.
- (d) Sunday sales. An alcoholic beverage caterer wishing to cater an event or function on a Sunday must possess a valid Sunday sales license and comply with the requirements of state law with respect to the service of alcoholic beverages on Sunday.
- (e) Excise taxes are imposed upon the sale of alcoholic beverages by resident caterers as provided in this chapter. Excise taxes are imposed upon the total of individual alcoholic beverages served by a nonresident caterer in the amount set forth in this chapter, and shall be paid within 30 days after the conclusion of the catered event or function.

(Code 1989, § 3-110; Ord. No. 679, § 16, 7-15-2013)

Secs. 4-240—4-256. - Reserved.

ARTICLE X. - PUBLICLY-OWNED FACILITIES^[5]

Footnotes:

--- (5) ---

State Law reference— Sale of alcoholic beverages at publically-owned facilities, O.C.G.A. § 3-8-1 et seq.

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

- (a) Notwithstanding any other provision of this chapter to the contrary, a limited exception to sections 4-6 and 4-47, shall exist for that person or entity possessing a public facilities permit, as hereinafter defined.
- (b) For all purposes of this section, the term "public facilities" means:
 - (1) An historic structure owned by the city and operated as a welcome center by a local historical society or similar nonprofit organization; or
 - (2) Property and/or facilities owned by the city and operated by the city as an equestrian center.
- (c) Any person or entity desiring to engage in activities permitted by this section shall make written application to the director of ~~public safety~~ Community Development for the appropriate public facilities permit on forms prescribed by the director of ~~public safety~~ Community Development, and filed with the director of ~~public safety~~ Community Development. All applications shall be accompanied by a public facilities permit fee of \$50.00. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee, without interest, shall be refunded. The application shall include, but shall not be limited to: the name and address of the applicant, the date, address and times of the proposed event and the location of the public facility. All applications shall be sworn to by the applicant before a notary public or other officer authorized to administer oaths.
- (d) If such public facilities permit is granted by the director of ~~public safety~~ Community Development, it shall be good only for the specified event at the specified address and times set forth in the application, not to exceed five days for an equestrian center and one day for a welcome center.
- (e) A public facilities permit for an equestrian center shall only permit the permit holder to serve (not sell) alcoholic beverages in a hospitality tent or similar structure previously approved by the director of ~~public safety~~ Community Development, and the alcoholic beverages may only be consumed on the premises of such hospitality tent or similar structure.
- (f) A public facilities permit for a welcome center shall only permit the holder to serve (not sell) alcoholic beverages within the premises of the welcome center, and the alcoholic beverages may only be consumed on the premises of the welcome center.
- (g) A public facilities permit shall only be issued to a caterer licensed under the provisions of this chapter, or to an individual who meets the character requirements of this chapter; provided, however, that no more than two permits per calendar year shall be issued to an individual who is not a licensed caterer.
- (h) The director of ~~public safety~~ Community Development shall have authority to prescribe forms for applications. Failure to furnish any requested data shall automatically serve to dismiss the application with prejudice.
- (i) Any untrue or misleading information contained in, or material statement omitted from, an original or renewal application for a public facilities permit shall be cause for the denial or revocation thereof.
- (j) Except as set forth above in this section, a public facilities permit holder must comply with all of the provisions set forth in this chapter.

(Code 1989, § 3-120; Ord. No. 373, 3-25-1996; Ord. No. 679, § 17, 7-15-2013)

Secs. 4-258—4-277. - Reserved.

ARTICLE XI. - ANNEXED AREAS

Sec. 4-278. - Annexed areas.

Any person, establishment, partnership, corporation or other entity which holds a license from the county for the sale, manufacture, package or distribution of alcoholic beverages and which is located in

an area annexed by the city, shall have 30 days from the effective date of the annexation to apply for the appropriate licenses and permits under this chapter. The applicant shall pay all applicable fees and costs for the equivalent license to the city. The applicant, however, shall be entitled to a credit for the amount of any license fee paid to the county in the year of annexation.

(Code 1989, § 3-130; Ord. No. 373, 3-25-1996)

Secs. 4-279—4-304. - Reserved.

ARTICLE XII. - SPECIAL EVENTS^[6]

Footnotes:

--- (6) ---

State Law reference— Special events use permit, O.C.G.A. § 3-14-1 et seq.

Sec. 4-305. - Special temporary outside events.

- (a) Establishments duly licensed by the city to sell alcoholic beverages for consumption on the premises must submit an application and site plan to the director of **public safety** Community Development or his designee to engage in outside special events. A special event temporary permit shall authorize the retail consumption licensee to sell alcoholic beverages for consumption on the premises for a period not to exceed the hours otherwise specified in this chapter. The applicant must meet the following requirements:
 - (1) The licensed establishment must have an existing license for the sale of alcoholic beverages for consumption on the premises. The entrances and exits to the event must be through controlled entry points which allow for easy monitoring of patrons entering and leaving the event.
 - (2) A site plan must be submitted to and approved by the director of **public safety** Community Development as well as the city fire marshal for approval. If the site plan provides for an area to accommodate more than 25 persons, a crowd control and security plan must be submitted to the director of **public safety** Community Development for approval. The community development department and city fire marshal must approve any temporary structures.
 - (3) A signed and notarized letter from the property owner must be submitted to the director of **public safety** Community Development authorizing the use of the property for the event.
 - (4) The outside event shall not exceed two days.
 - (5) All outside events for an individual licensed establishment will be restricted to two events per year.
 - (6) A non-refundable fee of \$150.00 per event must be paid at the time of filing of the application.
 - (7) The completed application must be submitted to the director of **public safety** Community Development no less than 20 days prior to the scheduled event.
- (b) Nothing in this section shall be construed to waive or appeal any other requirements ordained under this Code.
- (c) The licensee or the licensee's employee shall supervise all aspects of the special event pertaining to the handling and storage of alcoholic beverages and the distribution of alcoholic beverages to consumers. The licensee shall be responsible for compliance with all aspects of this article and state law, and liable for infractions thereof.

(Code 1989, § 3-140; Ord. No. 679, § 18, 7-15-2013)

Secs. 4-306—4-328. - Reserved.

ARTICLE XIII. - PUBLIC ENTERTAINMENT FACILITY

Sec. 4-329. - Consumption on premises license for public entertainment facilities.

A license to sell alcoholic beverages for consumption on the premises may be issued to the owner and/or operator of a public entertainment facility with a seating capacity in excess of 5,000 persons, including stadiums, arenas, coliseums, amphitheaters and auditoriums ("public entertainment facility"). Except as provided in this section, all applicants and license holders for public entertainment facilities shall meet all licensing qualifications established pursuant to this article, and must comply with all state statutes governing the sale of alcoholic beverages and all sections of this article and other city ordinances governing sales. Public entertainment facilities shall be required to comply with the percentage sales requirements applicable to consumption on the premises licensees under this article, but in determining such compliance, the revenue from the sale of tickets shall be combined with the revenue derived from the sale of prepared meals or food. In addition, food must be served during any period of time that alcoholic beverages are served. Alcoholic beverages may be sold during the hours authorized for other consumption on the premises licensees holding licenses pursuant to this article, except that Sunday sales shall be limited to the hours of 12:30 p.m. to 11:30 p.m.

(Code 1989, § 3-150; Ord. No. 575, § 1, 10-3-2005)

Secs. 4-330—4-346. - Reserved.

ARTICLE XIV. - ANCILLARY WINE TASTING LICENSE

Sec. 4-347. - Conditions of license issuance.

The holder of a package wine license, with or without a package malt beverage license, but in no event with a package distilled spirits license, with licensed premises having a minimum of 200 square feet of floor space dedicated to the display of wine offered for sale, shall be eligible for an ancillary wine tasting license to sell or provide samples or tastings of wine offered for sale by the package to customers for consumption on the premises under the following conditions:

- (1) The licensee shall maintain on the premises and offer for sale by the package at least 25 different brands of wine.
- (2) Wine sampling and tasting for customers shall only be conducted at a wine counter area constituting no more than 20 percent of the entire floor area of the premises.
- (3) Wine samples shall not exceed two ounces, and no customer shall consume more than eight ounces in any calendar day.
- (4) Wine bottles shall be opened only by the licensee or an employee, and samples shall only be poured by the licensee and/or an employee.
- (5) No open containers of wine shall be removed from the licensed premises.
- (6) Wine sampling and tasting is only permitted within the enclosed portion of the premises.
- (7) Wine sampling and tasting is only permitted during the hours the licensed premises are authorized to provide package sales of alcoholic beverages; provided, however, no wine sampling and tasting shall be permitted on Sunday.

- (8) Wine sampling and tasting shall not be permitted prior to the city's approval of a package license holder's application for an ancillary wine tasting license and the package license holder's payment of the subject license fee. The annual fee for an ancillary wine tasting license shall be \$250.00, which fee may be revised from time to time by resolution of the mayor and council.

(Code 1989, § 3-160; Ord. No. 598, § 1, 7-10-2006; Ord. No. 740, § 8, 5-16-2017)

Secs. 4-348—4-367. - Reserved.

ARTICLE XV. - MISCELLANEOUS OFFENSES

Sec. 4-368. - Alcohol consumption near package stores.

- (a) *Generally.* It shall be unlawful for any person to open or to consume all or any part of any type of alcoholic beverage within 100 feet of any retail store where alcoholic beverages are sold in package form or within the boundary lines of the property on which such retail store is located, whichever constitutes the greater distance.
- (b) *Enforcement.* The police department shall be responsible for the enforcement of this section.

(Code 1989, § 3-170; Ord. No. 622, § 2, 5-19-2008)

Sec. 4-369. - Drinking in public places.

No person shall drink or consume all or any part of an alcoholic beverage in or on a street, sidewalk, alley, mall, parking lot or structure, motor vehicle, public grounds or other public place unless the place has been licensed or permitted for that purpose under this article.

(Code 1989, § 3-171; Ord. No. 622, § 2, 5-19-2008)

Secs. 4-370—4-396. - Reserved.

ARTICLE XVI. - SPECIAL PROVISIONS AND EXCEPTIONS WITHIN DOWNTOWN DISTRICT

Sec. 4-397. - General.

The provisions of this article are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within the downtown district (as hereinafter defined) holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this article, all such licensees remain subject to all other provisions of the city's alcoholic beverage chapter.

(Code 1989, § 3-180; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-398. - Minimum distance requirements within downtown district.

The minimum distance requirements for on-premises consumption establishments in the downtown district shall be 50 feet from all of the establishments and locations designated in section 4-17(a), and measured in accordance with the provisions set forth in section 4-17(b). For the purpose of distance requirements, the downtown district shall not be deemed to include establishments not physically located within the district.

(Code 1989, § 3-180.1; Ord. No. 668, § 1, 8-6-2012)

Sec. 4-399. - Waiver procedure and standards.

An establishment that desires to locate within the downtown district and cannot meet the distance requirements specified above may file an application for a waiver or reduction of the minimum distance requirements with the city council. The city council, after notice and a public hearing, may grant a waiver or reduction to the minimum distance requirements if it determines that the proposed variance will not substantially diminish the property value, nor alter the essential character of the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance. The city council may also impose any conditions which it finds to be necessary to protect the best interest of the surrounding property of the city. Conditions may include, but not be limited to, the hours of operation, parking and landscaping requirements and, with respect to residentially zoned areas, whether the establishment is physically separated or well buffered from adjacent residentially zoned areas. A location that has been granted a waiver or reduction of distance by the city council shall not be required to obtain a new waiver or reduction of distance as a result in change of tenancy, ownership or management, unless a change in use occurs for a time period of 12 months or more.

(Code 1989, § 3-180.2; Ord. No. 668, § 1, 8-6-2012)

Sec. 4-400. - Definition of downtown district.

For the purpose of this article only, the downtown district is defined as follows: the area of the city bounded on the north by the northern right-of-way of Church Street, then traveling southward along the western right-of-way of Canton/Roswell Street to the intersection with Old Milton Parkway, then traveling along the northern right-of-way of Old Milton Parkway eastward to the intersection with State Route 9/Main Street, then traveling northward along the eastern boundary of State Route 9/Main Street to the southern right-of-way of Marietta Street, then by a line drawn to the east to the intersection of Haynes Bridge Road and Thompson Street, then northward along the western right-of-way of Haynes Bridge Road to the intersection of Academy Street, then proceeding westward along the southern right-of-way of Academy Street to the intersection of State Route 9/Main Street, there to travel northward along the western right-of-way of State Route 9/Main Street to the intersection with Church Street. For the purposes of this definition, any licensed establishment, the property of which abuts the described boundaries, shall be considered to be located within the district.

(Code 1989, § 3-181; Ord. No. 658, § 1, 8-22-2011; Ord. No. 694, § 2, 9-15-2014)

Sec. 4-401. - Outside consumption of alcoholic beverages permitted.

- (a) *One drink on-street limit.* Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a can, bottle, or glass, for removal from the premises; provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverage from the licensed premises.
- (b) *Size limited to a maximum of 16 ounces.* No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined area any open alcoholic beverage container which exceeds 16 fluid ounces in size. Nothing set forth in this subsection shall be construed to permit the possession of open alcoholic beverages in any public place within the downtown district except as otherwise expressly authorized under this section.

- (c) *Drinking from can, bottle, or glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass, or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.
- (d) *Purchase from licensed premises within downtown district.* Alcoholic beverages consumed pursuant to this provision must be purchased from a licensed premises within the downtown district.
- (e) *Consumption limited to certain areas in downtown district.* No alcoholic beverage purchased pursuant to this provision may be consumed outside of the downtown district, upon any sidewalk adjacent to a church, school or park (unless specifically authorized by the city in conjunction with a city event or other event authorized by the city) or upon any private property without the express written consent of the property owners.
- (f) *Consumption limited to lawful hours of operation.* No alcoholic beverage purchased pursuant to this provision shall be consumed except within the authorized hours of sale of the establishment where purchased.
- (g) *Festivals; special events.* Unless otherwise specified by this article or the terms of a special event permit issued by the city, the provisions of this article shall also apply to special events and festivals.
- (h) *Public parks and squares in the downtown district.* Beer and wine, but not distilled spirits, may be consumed in public parks and squares located in the downtown district, including on the sidewalks adjacent thereto, but only when same is specifically authorized by the city in conjunction with a city event or under a special event permit issued by the city. Further, beer or wine consumed pursuant to the foregoing provision must be purchased from an alcoholic beverage licensee holding a permit to sell beer or wine at the subject city or special event. Except as otherwise expressly authorized pursuant to the foregoing provisions of this subsection, no person shall possess any open alcoholic beverage container in a public park or square located within the downtown district.

(Code 1989, § 3-182; Ord. No. 658, § 1, 8-22-2011; Ord. No. 742, § 1, 6-19-2017)

Sec. 4-402. - Alcohol/food sales ratio.

A licensed establishment located within the downtown district shall derive a minimum of 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

(Code 1989, § 3-183; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-403. - No abrogation of other laws.

The provisions of this article shall not be deemed to abrogate or otherwise impact any state law or local ordinance pertaining to public drunkenness, disorderly conduct, driving with an open container or under the influence of alcohol, or similar laws.

(Code 1989, § 3-184; Ord. No. 658, § 1, 8-22-2011)

Sec. 4-404. - Licensed establishments with food trucks/mobile food vendors.

A licensed establishment within the downtown district may utilize one or more food trucks/mobile vendor trucks to satisfy the requirement of a full-service kitchen (article II, section 4-47) and alcohol/food sales ratio (article II, section 4-47 and article XVI, section 4-402) under the terms of this section. The food trucks/mobile food vendors must be:

- (1) Licensed under chapter 10, article X;
- (2) Located on the same private property premises as the licensed establishment;

- (3) Generally incorporated into the operation of the licensed establishment; and
- (4) Available, open and prepared to serve food every hour that alcoholic beverages are offered for sale from any portion of the premises.

(Ord. No. 728, § 1, 9-19-2016)

Secs. 4-405—4-421. - Reserved.

ARTICLE XVII. - BREWERIES^[7]

Footnotes:

--- (7) ---

State Law reference— Dealing in malt beverages at wholesale and retail prohibited without a license from local governing authority, O.C.G.A. § 3-5-40.

Sec. 4-422. - 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:

Brewer means a manufacturer of malt beverages.

Brewery means a place where malt beverages are manufactured or brewed.

(Code 1989, § 3-190; Ord. No. 673, § 1, 3-25-2013)

State Law reference— Definitions, O.C.G.A. § 3-5-1.

Sec. 4-423. - Brewer license authorized.

Brewers' licenses are authorized in the city; provided, however, that no individual shall be permitted to own or operate a brewery without first obtaining a proper brewer's license from the city in the manner provided in this chapter, and each holder of a brewer's license shall comply with the provisions of this chapter and all applicable state statutes, including rules and regulations promulgated by the department of revenue.

(Code 1989, § 3-191; Ord. No. 673, § 1, 3-25-2013)

Sec. 4-424. - License fee.

The license fee for a brewer shall be \$500.00 annually. The license fee may be amended from time to time by resolution adopted by the mayor and city council.

(Code 1989, § 3-192; Ord. No. 673, § 1, 3-25-2013)

Sec. 4-425. - Exceptions for breweries.

- (a) As a limited exception to the provisions of this chapter which implement and enforce the three-tier system for the manufacture, distribution and sale of malt beverages established under state law, a brewer's license authorizes the holder of such license to sell directly to the public on its licensed premises up to 3,000 barrels of malt beverage manufactured on such licensed premises per year for:
- (1) Consumption on the premises; and
 - (2) Consumption off the premises (sales by the package), provided that such sales by the package shall not exceed a maximum of 288 ounces per consumer, per day.
- (b) Such retail sales are permitted on the days and at the times that the retail sale of malt beverages for consumption on the premises or by the package, as applicable, is authorized for other retailer licensees under this chapter. Under no circumstances shall such malt beverages be sold by a licensed brewer to a licensed retailer or retail consumption dealer for the purpose of resale. Any brewer engaging in the retail sales of malt beverages pursuant to this section shall remit all state and local excise taxes to the proper tax collecting authority. For the purposes of this article, the term "barrel" means 31 gallons of malt beverage.

(Code 1989, § 3-193; Ord. No. 673, § 1, 3-25-2013; Ord. No. 740, § 9, 5-16-2017)

Editor's note— The effective date of this provision is September 1, 2017.

Secs. 4-426—4-448. - Reserved.

ARTICLE XVIII. - SPECIAL PROVISIONS AND EXCEPTIONS WITHIN CERTAIN MIXED USE DEVELOPMENTS

Sec. 4-449. - General.

The provisions of this article are intended to set forth certain exceptions and provisions applicable only to licensees whose establishments are located within certain large mixed use development districts, as hereinafter defined, holding licenses to sell alcoholic beverages for consumption on the premises. Except as specifically set forth in this article, all such licensees remain subject to all other provisions of the city's alcoholic beverage chapter.

(Code 1989, § 3-200; Ord. No. 679, § 19, 7-15-2013)

Sec. 4-450. - Definition of mixed use development district.

For the purposes of this article only, the term "mixed use development district" is defined as follows:

- (1) A ~~The development property contains a minimum of 50 acres which is~~ MU (Mixed Use) or DT-MU (Downtown Mixed-Use) and is minimum 10 acres.
- (2) ~~The development is zoned to include not less than 350,000 square feet of retail and restaurants, 500,000 square feet of office space, 200 rental or single-family homes, and 300 hotel rooms.~~

(Code 1989, § 3-201; Ord. No. 679, § 19, 7-15-2013)

Sec. 4-451. - Minimum distance requirements within mixed use districts.

The minimum distance requirements for on-premises consumption establishments in a mixed use district are waived.

(Code 1989, § 3-202; Ord. No. 679, § 19, 7-15-2013)

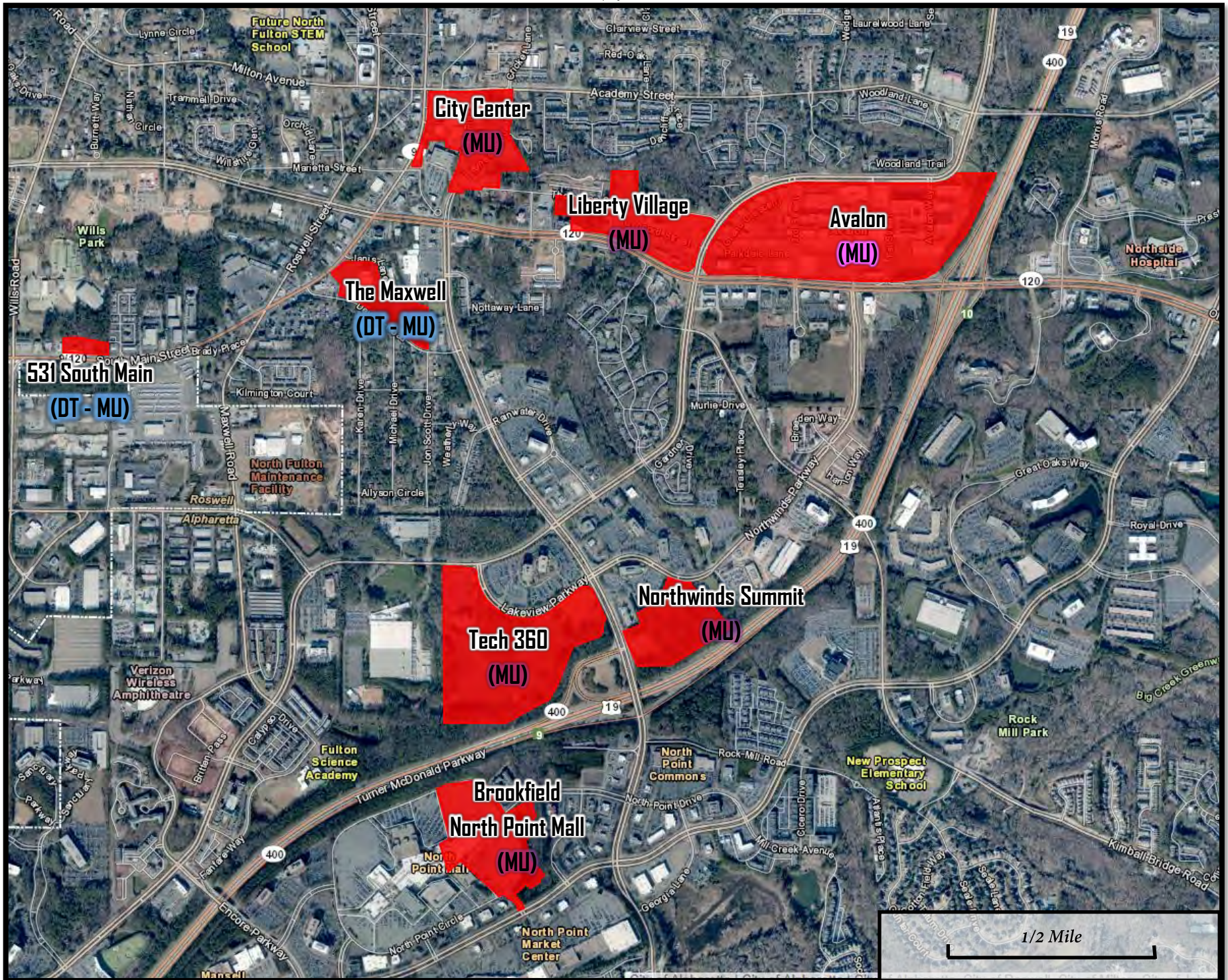
Sec. 4-452. - Outside consumption of alcoholic beverages permitted.

- (a) The provisions of section 4-401 regarding outside consumption of alcoholic beverages in the Downtown District are authorized within mixed use development districts and the ~~provisions of section 4-401 are incorporated herein by reference~~ same privileges and conditions shall apply in each.
- (b) In the event that a mixed use development is managed by an on-site management company, such management company may conduct outside special events within common/open areas of the development, provided that the company utilizes a licensed caterer for such events and meets the requirements of section 4-305, except for the limitation on the number of events.

(Code 1989, § 3-203; Ord. No. 679, § 19, 7-15-2013)

Alpharetta Properties Zoned MU (Mixed-Use) or DT-MU (Downtown Mixed-Use)

6.24.19





City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ORDINANCE TO AMEND CHAPTER 46 OF THE CODE OF THE CITY OF ALPHARETTA (2ND READING)

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF ALPHARETTA RELATING TO TRAFFIC BY ADDING A NEW ARTICLE ENTITLED "AUTOMATED TRAFFIC ENFORCEMENT SAFETY SYSTEM" FOR THE PURPOSE OF AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE IN SCHOOL ZONES WITHIN THE CITY; TO PROVIDE FOR RULES OF OPERATION, ADMINISTRATION AND ENFORCEMENT; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Adopt the ordinance to amend Chapter 46 of the Code of the City of Alpharetta by adding a new Article VI entitled "Automated Traffic Enforcement Safety Systems".

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: NO COST TO THE CITY.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Department of Public Safety requests an Ordinance to amend Chapter 46 of the Code of the City of Alpharetta by adding a new Article VI entitled "Automated Traffic Enforcement Safety Systems" for the purpose of authorizing the use of Automated Traffic Enforcement Safety Devices in school zones within the City.

During the 2017-2018 legislature, the Georgia General Assembly passed HB 978, which was passed into law, allowing the use of photo/video enforcement in school zones under the Official Code of Georgia Annotated, Title 40 and Title 20. The law also set requirements for local legislation, school board endorsement, state permitting, execution, and the implementation of camera enforcement.

In order to comply with State requirements and to begin to use automated traffic enforcement safety devices within our school zones, the City must approve an Ordinance authorizing such use. Along with meeting other requirements set forth by the State, the proposed ordinance sets the times of operation; establishes a 30 day grace period before issuing citations; requires the posting of warning signs; requires sending photographic evidence to violators and a website that can be accessed by the public; requires Police review of all violations; establishes that violations are civil cases and may be contested; sets local courts as the jurisdiction to hear contested notices; and establishes fines with the 1st offense fine to be \$75.00 and subsequent offenses are \$125.00, along with a \$25.00 electronic processing fee.

V. ALTERNATIVES:

VI. ATTACHMENTS:

AMENDING CODE - AUTOMATED TRAFFIC ENFORCEMENT SAFETY SYSTEM(3313973.1) (07-12-19)(3335728.1)

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF ALPHARETTA RELATING TO TRAFFIC BY ADDING A NEW ARTICLE ENTITLED "AUTOMATED TRAFFIC ENFORCEMENT SAFETY SYSTEM" FOR THE PURPOSE OF AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICE IN SCHOOL ZONES WITHIN THE CITY; TO PROVIDE FOR RULES OF OPERATION, ADMINISTRATION AND ENFORCEMENT; TO PROVIDE DEFINITIONS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

WHEREAS, The City of Alpharetta, Georgia ("the City") is a municipal corporation of the State of Georgia; and

WHEREAS, the City desires to promote the health, safety, and general welfare of the public by preventing motor vehicle-related fatalities, injuries, and property damage within the City limits; and

WHEREAS, Article IX, Section 2 of the Georgia Constitution, Official Code of Georgia Annotated, §36-35-3 and corresponding sections of the City Charter authorize the City to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government and to pass ordinances for the protection and promotion of the public safety, health, and welfare of its residents; and

WHEREAS, in 2018, the Georgia General Assembly enacted laws relating to the duties of a driver operating a vehicle in excess of the posted limit within a designated School Zone, including reporting of violations and enforcement, as necessary; and

WHEREAS, pursuant to the Official Code of Georgia Annotated, Article 8 of Chapter 14 of Title 40, the City is authorized to establish and enact an automated traffic enforcement safety device program in School Zones, which are defined by Article 1 of Chapter 14 of Title 40 of the Official Code of Georgia Annotated at Section 40-14-1.1(5) to mean the area within 1,000 feet of the boundary of any public or private elementary or secondary school; and Code Section 40-14-8(b) relating to when case may be made and civil penalty assessed if the violation occurs in properly marked School Zones one hour before, during, and one hour after the normal hours of school operation or programs for care and supervision of students before school, after school or during

vacation periods as provided for under Article 3 of Chapter 2 of Title 20 Code Section 20-2-65, in properly marked School Zones and when such violations are in excess of ten miles per hour over the speed limit; and

WHEREAS, this ordinance does not conflict with the Georgia Uniform Rules of the Road regarding the operation of a motor vehicle in excess of the posted limit within a designated School Zone; and

WHEREAS, studies show that Automated Traffic Enforcement Safety Devices significantly reduce the number of speeding violations and crashes, and provides for traffic calming; and

WHEREAS, traditional enforcement requires police officers to follow and stop a violator in order to cite the violator; and

WHEREAS, Automated Traffic Enforcement Safety Devices provide safe and consistent enforcement at a reasonable cost, while allowing police officers to focus on other enforcement efforts; and

WHEREAS, at their meetings on May 20, 2019 and July 8, 2019, the Council did consider and acknowledge the necessity of installing an Automated Traffic Enforcement Safety Device within the above-referenced School Zone(s) due to the volume of traffic within the School Zone(s); and

WHEREAS, the use of a local administrative hearing officer allows Citizens to have a process for contesting notices of violation issued pursuant to an existing automated traffic enforcement program in the magistrate court or other court of competent jurisdiction for traffic violations of this nature; and

WHEREAS, the City wishes to utilize its existing code enforcement system to implement and administer the local administrative hearing process; and

WHEREAS, the Council deems it to be in the best interest of the public safety, health, and welfare of the residents of the City to amend Chapter 46 of the Code of the City of Alpharetta by adding a new Article VI entitled "Automated Traffic Enforcement Safety Systems" for the purpose of authorizing the use of Automated Traffic Enforcement Safety Devices in School Zones within the City.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Mayor and City Council of the City of Alpharetta, Georgia as follows:

Section 1. Recitals Adopted: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The Code of Ordinances of the City of Alpharetta, Georgia is hereby amended by adding Article VI of Chapter 46 of the Code as follows:

"ARTICLE VI

Speed Monitoring Systems

Sec. 46-126. Definitions.

For the purposes of this article, the following terms, phrases and their derivatives shall have the meanings given herein:

"Agent" means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (i) provides services to such law enforcement agency or governing body; (ii) operates, maintains, leases, or licenses a video recording device; or (iii) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.

"Automated Traffic Enforcement Safety Device" means a speed detection device that: (A) Is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (B) Is capable of monitoring the speed of a vehicle as photographically recorded pursuant to subparagraph (A) of this paragraph; and (C) Indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked School Zone.

"Owner" means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company;

"School zone" means the area within 1,000 feet of the boundary of any public or private elementary or secondary school.

"Recorded Images" means still or video images recorded by an automated traffic enforcement safety device.

Sec. 46-127. Authorized.

Speed camera enforcement, using Automated Traffic Enforcement Safety Devices are hereby authorized within School Zones in the City between the hours of 6:50 a.m. and 4:50 p.m., Monday through Friday.

Sec. 46-128. Administration.

(a) The law enforcement agency, or Agent on behalf of the law enforcement agency, operating an Automated Traffic Enforcement Safety Device provided for under Code Section 40-14-18 shall maintain a log for the automated traffic enforcement safety device attesting to the performance of such device's self-test at least once every 30 days and the results of such self-test pertaining to the accuracy of the Automated Traffic Enforcement Safety Device. Such log shall be admissible in any civil enforcement proceeding for a violation issued pursuant to Code Section 40-14-18. The law enforcement agency, or Agent on behalf of the law enforcement agency, operating an Automated Traffic Enforcement Safety Device shall perform an independent calibration test on the automated traffic enforcement safety device at least once every 12 months. The results of such calibration test shall be admissible in any court proceeding for a violation issued pursuant to Code Section 40-14-18.

(b) Prior to the placement of a device within a School Zone, each school within whose School Zone such Automated Traffic Enforcement Safety Device is to be placed shall first apply for and secure a permit from the Department of Transportation for the use of such Automated Traffic Enforcement Safety Device. Such permit shall be awarded based upon need. The Department of Transportation shall promulgate rules and regulations for the implementation of this paragraph.

(c) If an Automated Traffic Enforcement Safety Device is moved to or placed in a location where an Automated Traffic Enforcement Safety Device had not previously been moved to or placed in, no citation shall be issued for a violation recorded by that Automated Traffic Enforcement Safety Device until:

(1) The City shall erect signs warning of the use of a stationary speed detection device within the approaching School Zone. Such signs shall be at least 24 by 30 inches in area, shall be visible plainly from every lane of traffic, shall be viewable in all traffic conditions, and shall not be placed in such a manner that the view of such sign is subject to being obstructed by any other vehicle on such highway. Such signs shall be placed within 500 feet prior to the warning sign announcing the reduction of the speed limit for the school speed zone. There shall be a rebuttable presumption that such signs are properly installed pursuant to this subsection at the time of any alleged violation under this article; and

(2) That no citation shall be issued for the first 30 days after the first Automated Traffic Enforcement Safety Device is introduced by a law enforcement agency within a School Zone, but rather, a civil warning shall be issued for disregard or disobedience of the speed limit within the School Zone.

(d) A law enforcement agency authorized to enforce the speed limit of a School Zone, or an agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to the owner of the motor vehicle within thirty (30) days after obtaining the name and address of the owner of the motor vehicle but no later than sixty (60) days after the date of the alleged violation:

(1) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed applicable within such School Zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid;

(2) An image taken from the photographically recorded images showing the vehicle involved in the infraction;

(3) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed;

(4) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the School Zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked School Zone and that such disregard or disobedience was not otherwise authorized by law;

(5) A statement of the inference provided by Georgia law and of the means specified therein by which such inference may be rebutted for such violations;

(6) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing; and

(7) A warning that the failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in subsection (d) of this Code section shall waive any right to contest liability.

(e) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked School Zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked School Zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein.

(f) Liability shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the School Zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:

(1) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the

operator of the vehicle at the time of the alleged violation;
or

(2) Presents to the court a certified copy of a police report showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation.

(g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this Ordinance shall not be considered a moving traffic violation for the purpose of points assessment under Official Code of Georgia Section 40-5-57. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this Ordinance shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.

(h) Any court having jurisdiction over violations of subsection (a) of Official Code of Georgia Annotated, Section 40-14-18 shall have jurisdiction over cases arising under this Ordinance and shall be authorized to impose the civil monetary penalty provided for by this subsection. Except as otherwise provided pursuant to Georgia Law, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations under this Ordinance shall apply to enforcement under this Ordinance; provided however, that any appeal from superior or state court shall be by application in the same manner as that provided by Official Code of Georgia Annotated, Section 5-6-35.

Sec. 46-129. Designation of Administrative Hearing Officer.

In accordance with the provisions of Official Code of Georgia Annotated, Section 40-14-18, and as of the effective date of this ordinance, the City shall utilize its Code Enforcement Officer [or designee] to conduct an administrative hearing when timely requested by recipients of notice of violations pursuant to this Section.

Sec. 46-130. Violations and penalties.

(a) Any person who shall violate any provision of this article shall be subject to the civil penalties set forth in Official Code of Georgia Annotated, Section 40-14-18(b)(1), as amended, including a fine in the amount of \$75 for a first violation and \$125.00 for a second or any subsequent violation,

in addition to fees associated with the electronic processing of such civil monetary penalty which shall not exceed \$25.00.

(b) The City is hereby authorized to notify the Georgia Department of Revenue for all outstanding notice of violations which are eligible for reporting pursuant to Official Code of Georgia Annotated, Section 40-14-18."

Section 3. Severability: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance, it being the intent of the Council that this Ordinance shall stand, notwithstanding the invalidity of any section, subsection, sentence, clause, phrase, or portion hereof.

Section 4. Conflict Provisions: All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. Effective Date and Summary: This Ordinance shall become effective upon the signature of the Mayor. The title of this Ordinance, or a condensed version thereof, shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SO ORDAINED this _____ day of _____, 2019 by
the Mayor and Council of The City of Alpharetta, Georgia.

THE CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Donald Mitchell

Karen Richard

(SEAL)

Attest:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Erin Cobb, City Clerk

C. Sam Thomas, City Attorney

First Reading: _____

Second Reading: _____

Adopted: _____

3313973



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By: Bob Regus

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: TECH ALPHARETTA'S FUNDING REQUEST

II. RECOMMENDATION:

Staff is recommending approval to extend its funding of Tech Alpharetta for two additional years, for fiscal years 2020-2021 and 2021-2022, at the current funding rate of \$100,000.00 annually.

III. REPORT IN BRIEF:

CEO of Tech Alpharetta, Karen Cashion, will come forward to present this item.

Attached are the following documents from Tech Alpharetta:

- Tech Alpharetta's Cover Letter to the Mayor and Council;
- Tech Alpharetta's Slides depicting Tech Alpharetta's performance against projections year to date; and
- Tech Alpharetta's Financial Statements for June 2019 and January - June 2019.

IV. ALTERNATIVES:

V. ATTACHMENTS:

8.12.19 Tech Alpharetta Final Cover Letter to City (final.3) (002), Tech Alpharetta First 6 months of 2019 Performance against 2019 Metrics and Deliverables (Final2 for 8.19.19), Tech Alpharetta Financial Statements 6.30.19 (002)



August 12, 2019

City of Alpharetta Mayor and City Council
Alpharetta City Hall
2 Park Plaza
Alpharetta, GA 30009

Dear Mayor Gilvin and Members of City Council,

On behalf of Tech Alpharetta, I'm writing to respectfully request that the City extend its funding of Tech Alpharetta for two additional years, for fiscal years 2020-2021 and 2021-2022, at the current funding rate of \$100,000 annually.

Tech Alpharetta's mission is to grow technology and innovation in the City of Alpharetta. Our organization was created by the City in 2012, and became a 501c(6) nonprofit in 2014, under the name "Alpharetta Technology Commission."

In August 2015, at the suggestion of our strategic Board and with the City's generous agreement and support, we opened a tech startup incubator in the City-owned building behind the Alpharetta fire station on Webb Bridge Road. In February 2017, I joined the organization as CEO, and we rebranded our organization to "Tech Alpharetta." Our incubator was then renamed the "Tech Alpharetta Innovation Center."

By June 2017, we had doubled the number of tech startup members of our incubator, to 53, and instituted educational programs for our startups, investor connections, a mentoring program, and CPA and law firm office hours. These programs were focused on helping our startups to successfully innovate and grow. We also began soliciting sponsorships of the Center. Later that same year, we merged the Greater Alpharetta Tech Network into Tech Alpharetta, and Tech Alpharetta began offering events in Alpharetta for technology executives, and event sponsorships as well.

By 2019, Tech Alpharetta had successfully graduated 9 tech startups from the Center, 6 of whom have headquartered and grown in Alpharetta. Tech Alpharetta has created 350 new jobs in Alpharetta since the 2015 launch of its incubator, and we are committed to fostering continued tech economic development for Alpharetta, by helping to grow new technology companies for the City. We are currently incubating 50 tech startups at our Center.

The City has been an exceptional partner to Tech Alpharetta, and we truly appreciate that partnership, which has included open communication and collaboration, the opportunity to operate Tech Alpharetta's incubator in the City's building, and financial support needed to run and grow the Center.

We're grateful for the City's decision to allocate \$100,000 in funding to Tech Alpharetta for the 2019-2020 fiscal year, and on behalf of Tech Alpharetta, I'm respectfully requesting that the City extend its

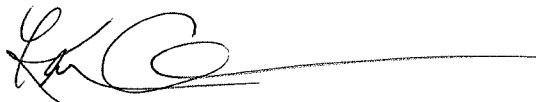
funding of Tech Alpharetta for two additional years, for fiscal years 2020-2021, and 2021-2022, at the current funding rate of \$100,000 annually.

Tech Alpharetta's Board and I have been working hard to successfully grow Tech Alpharetta's sponsorship revenues. The attached slides and financials demonstrate our strong progress to date across all of our deliverables and projections.

However, we continue to need the City's support in order to run Tech Alpharetta's incubator. By extending our funding for an additional two years, the City will enable us to renew our long-term agreements with our sponsors and tenants, and enter into new, long-term sponsor and tenant agreements, which are also a critical source of ongoing revenue for Tech Alpharetta.

We very much appreciate the City's consideration of our request.

Best,

A handwritten signature in black ink, appearing to read 'KC', followed by a long horizontal line extending to the right.

Karen Cashion
CEO, Tech Alpharetta

Cc: Bob Regus, City of Alpharetta Administrator
Matthew Thomas, City of Alpharetta Economic Development Manager



Tech Alpharetta's Funding Request

Tech Alpharetta
Chairman of the Board Ryan Hollenbeck, Verint
CEO Karen Cashion

Mission: To Grow Technology & Innovation in Alpharetta

- o Tech Alpharetta has created **350** New Jobs in Alpharetta (87 new jobs per year) since the 2015 launch of its Startup Incubator
- o Our Incubator Startups & Graduates have raised more than **\$45 million** in Investor Funding since 2015, reflecting confidence of investor community in our startups & enhancing odds of startup success.
- o Tech Alpharetta hosts nearly **1000** local tech executives annually at its Alpharettabased tech thought leadership, educational and networking events.
- o Tech Alpharetta's promotes the City as a tech hub through its **250** annual social media posts, **two dozen** blogs/videos/press releases, **20 million** page impressions, **6-10** annual speaking engagements, **21 partnerships** , and **90** weekly e-newsletters sent to more than **2500** tech executives.
- o Tech Alpharetta engages nearly **two dozen** of Alpharetta's senior and c-suite tech executives on its Board, which provides strategic advice to the City on tech infrastructure and guides Tech Alpharetta in its mission.

Funding Tech Alpharetta at \$100K per year for 2 additional years:

- Will generate approx. **\$760,000+** in additional PR and Economic Development ROI to City
- Will create approx. **175** additional new jobs in Alpharetta
- Will enable new/renewal agreements with Tech Alpharetta's sponsors and its subtenant companies
- Will enable our tech startup incubator to continue to grow new Alpharetta companies and local jobs
- Will continue to promote and grow Alpharetta's vibrant tech ecosystem

Tech Alpharetta Financial Update as of 6/30/19: **Beating Projections**

Details	2017	2018	Annual Projections for Calendar Years 2019, 2020, & 2021	2019 Actual through 6/30/19
Cash Revenue (Operations, sponsorships events, other)	\$177,733	\$229,972 * *(does not incl. 2018 AgTech Conference)	\$242,800	\$165,399
Funding:			\$125,000	\$62,500
City of Alpharetta	\$122,083	\$125,000*	\$100,000 (fiscal yr 2019-2020)	
State			\$25,000 (seeking)	
=Total Combined Revenue+ Funding	\$299,816	\$354, 972*	\$367,800	\$227,899
Expense	\$299,049	\$327,277*	\$367,800	\$107,965
In-kind sponsorships		\$222,000 in in-kind services	\$222,000 in in-kind services	\$121,000 in inkind services

Incubator Metrics, Jan. 1 - June 30, 2019:

Projected/Actual

50 Startups (12 new)/71 Mentoring Sessions/13 Lunch & Learns/6 VC visits/\$20 million more invested

- Incubator Revenue Projections are on track
- Maintain average of 48 Center startup members/**50 members as of 6/30/19. (12 new)**
- Goal to graduate 2 Center Startups per year that will headquarter in Alpharetta/**Working with multiple later stage startups currently in our incubator funnel & launched new Startup CEO Roundtable led by graduate Adwait Joshi to further support these startups in scaling**
- Work with City on new economic incentives for Center grads to hq in Alpharetta/Successfully **Worked with Ec Dev & Dev Auth to extend Jobs Creation Grant to Center grads, and Grant approved by Council July 2019.**
- Minimum of 10 Lunch & Learns for Center Startups/ **13 held through 6/30/19**
- Bring 6 VC firms to Center to meet with Center Startups/**6 VC firm visits through 6/30/19**
- \$2 mil more in investor funding of Center Startups/ Graduate co./ **\$20 million more invested first half of 2019**
- Mentoring program to serve minimum of 12 Center Startups/**Our Mentors have held 71 startup mentoring sessions for > 18 startups through 6/30/19**
- Host 30 One Million Cups meetings and 36 ATDC Startup Circle Meetings on site/ **24 One Million Cups & 24 ATDC Circles held through 6/30/19**
- Place minimum of 2 Fulton County Schools' H.S. interns with Center Startups/ **6 placed as of 6/30/19**
- Minimum of 6 incubator-related speaking engagements in the metro area/ **6 speaking/judging engagements through 6/30/19**
- Host at least 30 free office hours by CPA and law firms for Center Startups/**44 free CPA and law firm office hours through 6/30/19**
- Host average of 2 tech meetup groups on site per month/**3 tech meetups hosted monthly through 6/30/19** (Word Press, Ruby on Rails, & SE Inventors)
- Host city council and mayor for lunch with Center startups/ **Held 3/19/19**

Branding & PR Metrics (increasing reach, awareness and reputation of Alpharetta & its tech industry)

Jan. 1- June 30, 2019:

Projected/**Actual**

Actual Branding & PR metrics trending to achieve 150% of 2019 projections

- 225 social media posts (across Twitter, Linked In & FB) re Tech Alpharetta events, Board member companies, sponsors, City App, and other tech developments that affect Alpharetta/**Total of 168 posts across Twitter, Linked In & FB through 6/30/19. Total Twitter followers: 999; total LinkedIn followers: 1084; total FB followers: 110. Linked In followers have doubled year to date.**
- 20 million impressions/**15.6 million impressions through 6/30/19**
- 250 news articles quoting or mentioning Tech Alpharetta/**194 articles through 6/30/19.**
- 12 Tech Alpharetta blogs re Alpharetta tech events, tech developments, and/or tech companies, to be shared socially and posted on Tech Alpharetta's website/**10 prepared, shared and posted through 6/30/19.**
- 1 podcast about Tech Alpharetta/**Karen was featured in Appen News' Boardroom Buddha Podcast re Tech Alpharetta in Jan. 2019**
- 5 Tech CEO Spotlight video interviews of local Alpharetta tech execs, to be shared with Ec Dev, shared socially, and posted on Tech Alpharetta and Ec Dev websites/**5 released through 6/30/19.**
- 6 press releases to be issued highlighting Tech Alpharetta developments in Alpharetta/**3 issued through 6/30/19 .**
- Secure continued in-kind PR services to grow Tech Alpharetta's media presence/**Completed.**
- Host 15 tech events in Alpharetta serving minimum 700 area tech execs, to foster awareness and thriving tech ecosystem/**Have hosted 7 tech events in Alpharetta, serving 350 tech execs, through 6/30/19.**
- Continue to grow metro, international, and local strategic and promotional partnerships that foster brand recognition for City as a tech hub (30 2017-2018) /**21 Partnerships initiated/continued in 2019, including Venture Atlanta, ATDC Startup Showcase, Alpharetta Chamber of Commerce, Global Women in STEM Conference, Wireless Technology Forum, and InnoStars China.**
- 90 weekly e-newsletters to >2500 area tech execs, covering Alpharetta tech events & news/**48 e-newsletters sent to contact list of >2800 area tech execs & startups through 6/30/19**
- 6 metro speaking engagements promoting both Tech Alpharetta and the city of Alpharetta/ **6 speaking/judging engagements through 6/30/19**
- Website redesign/**Completed. New Tech Alpharetta (www.techalpharetta.com) website launched 6/4/19**
- Launch of Tech Alpharetta Women's Forum/**Women's Forum Charter Member group of local, female, senior execs in STEAM careers launched April 2019**

Board Metrics, Jan. 1 - June 30, 2019:

Projected/**Actual**

6 Board Mtgs/16 Committee Mtgs/7 New Board Members

- 10 Board meetings/**6 held through 6/30/19**
- 6 Board committees, 30 committee meetings in 2019/**16 committee mtgs through 6/30/19**
- Grow Board to 30 tech companies (compared to 18 at end 2018, 10 end of 2017), plus add 3 CIOs from enterprise, non-tech companies./**Added 5 tech co. execs to Board this year to date, and 2 CIOs from non -tech enterprise cos. 21 tech companies on the Board as of 6/30/19 (see attached Board list at slide 8) .**
- Recruit 75% of Alpharetta's largest employers to the Board/**50% of the top 25 through 6/30/19 .**
- Build Committee to vet smart city tech in partnership with City/**Partnership is underway and ongoing.**
- Add Board of Directors' page to Tech Alpharetta's website/**Completed. <https://www.techalpharetta.com/strategic-board/>**
- 100% of new Board member companies to sponsor/**Sponsorship required of every new corporate member of Board in 2019, (excluding startup member).**
- 50% of Board companies to sponsor in 2019, 75% in 2020 (25% sponsored in 2018)/**50% are monetary sponsors**
- **Board companies' level of financial participation: \$54,500 YTD through 6/30/19** (more than 3x 2018 level)

Innovation Center Lunch & Learns/Special Events Calendar, January -September 2019

- Jan. 9, 2019 Economic & Other Benefits of Headquartering Your Startup in Alpharetta: Matthew Thomas, Ec. Dev. Manager, City of Alpharetta
- Feb. 6 Providing HR, Payroll and Benefits on a Startup Budget: JustWorks
- Feb. 20 **Meet the Investor**: Noro-Moseley Partners
- March 6 **Meet the Investor**: Atlanta Tech Angels
- April 10 How the New Revenue Recognition Standard Affects Tech Companies: Brady Ware & Co.
- April 18 **Investor Office Hours**: Atlanta Tech Angels, Board Room, 11 am-1 pm, 30 min. slots, see Dale
- April 23 Breakfast Networking w/Alpharetta Chamber of Commerce, Pitch Room, 8 am-9:30 am
- April 25 Tech Alpharetta's 3rd Annual Venture Capital Forum (Investor Panel), Pitch Room, 5:30-7:30 pm
- May 1 How the Alpharetta Chamber of Commerce Can Help Grow Your Startup: Nancy HoeHN, CEO, ACOC
- May 8 Leveraging the HPCC Platform, LexisNexis & DataSeers
- June 5 **Investor Office Hours**: Atlanta Tech Angels, Board Room, 10 am-12 pm, 30 min. slots, see Dale
- June 12 Tech Alpharetta Startup Mentor Pitch Lunch, featuring our 8 startup mentors
- June 19 Successful Startup Sales & Scaling, Sean Gordon, CEO, vidReach
- August 14 Preparing Startup Financial Projections, Mike Blake, Brady Ware & Co.
- August 22 Leveraging India-based Funds and Investors, & Cross-Border M&A, STS
- Sept. 10 **Meet the Investor**: Loeb Atlanta VC Firm, 10 am-12 pm, 30 min. slots
- Sept. 19 Update on the N. Fulton Commercial Real Estate Market for Startups, Ronnie Cannon, Wm Leonard & Co.

Month	Date/Location/Time	Event
January	1/31/19 Gwinnett Tech Alpharetta 7:30 AM Sponsors: NetServ, Stellar, eCycle	Healthcare CIO Panel Robert Hendricks, CIO, IntegraConnect Edwina Payne, CIO, Avanos Medical Stewart Weaver, CIO, Ga. Dept. of Public Health Walt Eilaissi, Moderator, Emory Healthcare Innovation Hub
February	2/27/19 Tech Alpharetta Innovation Center 5:30 PM Sponsors: ACVB	Crafting the Extraordinary Pitch Presenter: Colleen Murphy, VP, Trevelino/Keller, Digital Marketing and PR Firm
March	3/27/19 Vining Bank Alpharetta 5:30 PM Sponsors: Stellar, Vining Bank, Kid4Coding, ACVBG	Cryptocurrency and the Blockchain Stephen Pair, CEO, BitPay Kell Canty, CEO/Co-Founder, Verady Eric Piscini, CEO, SUKU Mahesh Sahasranaman, Principal Architect, UPS Supply Chain Solutions
April	4/25/19 Tech Alpharetta Innovation Center 5:30 PM Sponsors: ACVB, Kids4Coding	Tech Alpharetta's 3rd Annual Venture Capital Forum Karen Houghton, Atlanta Ventures (ATV) Arul Marugan, 11-11 Ventures Sarath Degala, BIP Richard Fraim, Knoll Ventures Alyson Eman, Moderator
May	5/16/19 Gwinnett Tech Alpharetta 7:30 AM Sponsors: NetServ, Gwinnett Tech, LexisNexis, ACVB	Big Data/Data Analytics Featuring Flavio Villanustre, CISO of LexisNexis Risk Solutions, a fireside chat moderated by Grant Wainscott, Metro Atlanta Chamber
June	6/12/19 Pedego Electric Bikes Alpharetta 5:30 PM Sponsors: JHC, ACVB	Summer Tech Mixer
July		SUMMER BREAK
August	8/28/19 Microsoft Technology Center, Alpharetta 6 pm Sponsors: ACVB, TireHub, OneSpring, LeasePlan; COGECO-Peer 1; Microsoft; Stellar	*Tech Alpharetta Special Speaker Series Event* "Can Georgia become the Tech Capital of the East Coast?" Featured Speaker: Georgia's Lieut. Gov. Geoff Duncan
September	9/26/19 Tech Alpharetta Innovation Center 7:30 am Sponsors: Verizon, ACVB, BD, MACOC, JHC; COGECO-Peer 1, HPE	Tech Alpharetta's Cyber Week 2019 Event: Cyber Drill In conjunction with Cyber Week (partnership with MACOC and Baker Donelson, Verizon, Tire Hub)
October	10/10/19 Tech Alpharetta Innovation Center 5:30 pm Sponsors: OneSpring, NetServ, ACVB; TireHub; COGECO-Peer 1, HPE	Tech Alpharetta Speaker Series: 24/7 CX: How Tech Continues to Transform the Customer Experience (OneSpring, UPS, Verint, NetServ)
November	11/7/19 Microsoft Technology Center, Alpharetta 5:30 pm Sponsors: OneSpring, JHC, Tire Hub, LeasePlan; COGECO-Peer 1; Microsoft, HPE	Tech Alpharetta Speaker Series: Tech Leadership and Culture Panel Tech CEO panel moderated by Tino Mantella, CEO, Turknett Group
December	12/4/19, Village Tavern, Alpharetta 5:30 pm Sponsors: ACVB, LeasePlan; COGECO-Peer 1, NetServ, vdReach, HPE	Tech Alpharetta's Annual Holiday Tech Mixer

Board Member Companies as of 6/30/19

Emerging Tech Companies

Edge Solutions

Tier 4

Digital Scientists

One Spring

DataSeers (Alpharetta)

Intermediate Level Tech Companies

IntegraConnect

Healthcare Staffing Technologies (Alpharetta)

Non-tech

Bedford Funding

SunTrust

Aprio

TireHub (Atlanta)

LeasePlan USA (Alpharetta)

Enterprise Level Tech Companies

Verint

Jackson Healthcare

Siemens

PPS

HPE (Alpharetta)

Hi-Rez Studios

BitPay

Verizon

McKesson

Scientific Games

LexisNexis

Microsoft

UPS Supply Chain Solutions

(Alpharetta)

Cogeco Peer 1 (Atlanta)

City & CEO

Mayor of Alpharetta

Alpharetta City Council

Liaison

Alpharetta Ec. Dev.

Manager

Tech Alpharetta CEO

Community Partners

ATDC

Greater North Fulton Chamber of Commerce

Gwinnett Tech

TAG

MACOC

New Board Members Added Jan-June 2019: 7

Total Tech Co. Board members as of 6/30/19: 21

Total Board members: 35



Thank you

Tech Alpharetta
Chairman of the Board Ryan Hollenbeck, Verint
CEO Karen Cashion

Tech Alpharetta, Inc.
STATEMENT OF FINANCIAL POSITION
As of June 30, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Vinings Bank Operating	93,218.25
Vinings Bank Payroll	10,416.66
Total Bank Accounts	\$103,634.91
Accounts Receivable	
Accounts Receivable (A/R)	15,907.00
Total Accounts Receivable	\$15,907.00
Other Current Assets	
Inventory Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$119,541.91
Fixed Assets	
Accumulated Depreciation	-12,258.89
Computers	1,892.79
Furniture and Equipment	12,179.06
Total Fixed Assets	\$1,812.96
TOTAL ASSETS	\$121,354.87
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	109.50
Total Accounts Payable	\$109.50
Credit Cards	
VB Mastercard DS (0010)	6,455.91
VB Mastercard KC (0027)	1,507.74
Total Credit Cards	\$7,963.65
Other Current Liabilities	
Deferred income	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$8,073.15
Total Liabilities	\$8,073.15
Equity	
Opening Balance Equity	0.00
Unrestricted Net Assets	45,430.93
Net Income	67,850.79
Total Equity	\$113,281.72
TOTAL LIABILITIES AND EQUITY	\$121,354.87

Substantially all required disclosures omitted

No assurance provided on these financial statements

Accrual Basis Thursday, July 18, 2019 11:33 AM GMT-7

Tech Alpharetta, Inc.

STATEMENT OF ACTIVITIES

June 2019

	TOTAL	
	JUN 2019	JAN - JUN, 2019 (YTD)
Income		
Board Member Fees	1,000.00	10,500.00
Event Revenue	417.88	3,671.45
Meeting Space Rental	1,175.00	6,440.00
Memberships		
TA Membership	4,984.50	31,392.50
Total Memberships	4,984.50	31,392.50
Miscellaneous Sales	0.00	0.00
Rent	6,590.00	36,495.00
Sponsorship		
Event Sponsorships	1,250.00	36,000.00
Innovation Center and Organizational Sponsorships	5,416.66	34,999.96
Total Sponsorship	6,666.66	70,999.96
Women's Forum Income		
WF Membership	2,800.00	4,400.00
WF Sponsorship		1,500.00
Total Women's Forum Income	2,800.00	5,900.00
Total Income	\$23,634.04	\$165,398.91
GROSS PROFIT	\$23,634.04	\$165,398.91
Expenses		
Advertising & Marketing	30.00	2,294.37
Bad Debts		2,975.00
Bank Charges & Fees		25.00
Client Gift		38.13
Depreciation	46.67	280.02
Dues, Software and Subscriptions	997.83	4,736.44
Education & Conference		45.00
Food and Beverage	641.82	3,233.65
Insurance	80.10	480.60
Interest Paid		119.11
Internet	2,478.02	10,338.99
IT Support		1,521.07
Legal & Professional Services	550.00	2,750.00
Meals & Entertainment	374.68	769.88
Office Contractors	9,525.00	47,104.50
Office Expenses	1,447.64	3,033.81
Other Business Expenses	200.00	330.97
Parking		36.50
Postage and Shipping	14.35	14.35
QuickBooks Payments Fees	557.32	3,048.62
Repairs & Maintenance	722.54	1,182.45
TAI Center Programs	428.20	1,245.23

	TOTAL	
	JUN 2019	JAN - JUN, 2019 (YTD)
Taxes & Licenses		30.00
Tech Community Events		
Event Food and Beverage	371.56	4,670.71
Other event costs		627.36
Total Tech Community Events	371.56	5,298.07
Utilities	4,576.69	9,376.11
Website	59.00	118.00
WF Expenses		
WF Advertising/Marketing		38.91
Total WF Expenses		38.91
Total Expenses	\$23,101.42	\$100,464.78
NET OPERATING INCOME	\$532.62	\$64,934.13
Other Income		
City Subsidy Income	20,833.32	72,916.62
Total Other Income	\$20,833.32	\$72,916.62
Other Expenses		
Consulting	11,666.66	69,999.96
Total Other Expenses	\$11,666.66	\$69,999.96
NET OTHER INCOME	\$9,166.66	\$2,916.66
NET INCOME	\$9,699.28	\$67,850.79

Substantially all required disclosures omitted
No assurance provided on these financial statements

Tech Alpharetta, Inc.

STATEMENT OF ACTIVITIES

January - June, 2019

	TOTAL	
	JAN - JUN, 2019	JAN - JUN, 2018 (PY)
Income		
Board Member Fees	10,500.00	5,500.00
Event Revenue	3,671.45	5,508.46
Meeting Space Rental	6,440.00	5,995.00
Memberships		
TA Membership	31,392.50	30,574.88
Total Memberships	31,392.50	30,574.88
Miscellaneous Contributions		1,562.28
Miscellaneous Sales	0.00	0.00
Rent	36,495.00	33,895.00
Sponsorship		0.00
AgTech Sponsorships		84,250.00
Event Sponsorships	36,000.00	22,000.00
Innovation Center and Organizational Sponsorships	34,999.96	21,124.99
Total Sponsorship	70,999.96	127,374.99
Women's Forum Income		
WF Membership	4,400.00	
WF Sponsorship	1,500.00	
Total Women's Forum Income	5,900.00	
Total Income	\$165,398.91	\$210,410.61
GROSS PROFIT	\$165,398.91	\$210,410.61
Expenses		
Advertising & Marketing	2,294.37	621.35
AgTech Conf		21,241.37
Bad Debts	2,975.00	3,247.00
Bank Charges & Fees	25.00	-0.01
Client Gift	38.13	
Credit Card Fees		50.00
Depreciation	280.02	887.00
Dues, Software and Subscriptions	4,736.44	3,454.50
Education & Conference	45.00	
Food and Beverage	3,233.65	3,827.72
Insurance	480.60	
Interest Paid	119.11	85.65
Internet	10,338.99	9,963.84
IT Support	1,521.07	
Legal & Professional Services	2,750.00	3,764.00
Meals & Entertainment	769.88	170.27
Office Contractors	47,104.50	44,762.72
Office Expenses	3,033.81	2,777.44
Other Business Expenses	330.97	88.00
Parking	36.50	111.00

	TOTAL	
	JAN - JUN, 2019	JAN - JUN, 2018 (PY)
Postage and Shipping	14.35	66.68
QuickBooks Payments Fees	3,048.62	2,531.79
Repairs & Maintenance	1,182.45	742.27
TAI Center Programs	1,245.23	961.97
Taxes & Licenses	30.00	30.00
Tech Community Events		
Event Food and Beverage	4,670.71	6,639.51
Event Labor		370.00
Other event costs	627.36	899.99
Total Tech Community Events	5,298.07	7,909.50
Utilities	9,376.11	8,650.47
Website	118.00	1,900.00
WF Expenses		
WF Advertising/Marketing	38.91	
Total WF Expenses	38.91	
Total Expenses	\$100,464.78	\$117,844.53
NET OPERATING INCOME	\$64,934.13	\$92,566.08
Other Income		
City Subsidy Income	72,916.62	62,499.96
Total Other Income	\$72,916.62	\$62,499.96
Other Expenses		
Consulting	69,999.96	80,416.62
Total Other Expenses	\$69,999.96	\$80,416.62
NET OTHER INCOME	\$2,916.66	\$-17,916.66
NET INCOME	\$67,850.79	\$74,649.42

Substantially all required disclosures omitted
No assurance provided on these financial statements



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: NORTH FULTON CID BUS SHELTER INITIATIVE

II. RECOMMENDATION:

Agree to maintenance commitment of 3 bus shelters to be located at:

1. Windward Parkway west of the GA 400 interchange
2. North Point Parkway in front of Mansell Crossing Shopping Center (between North Point Parkway and Encore Parkway).
3. Haynes Bridge Road at Westside/Morrison Parkway

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Presentation of findings from North Fulton CID, Kimley-Horn and City of Alpharetta to develop a standard bus shelter design and program for the district.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report NFCID Bus Shelter Initiative, Boards_updated 2019 08 01



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK

I. AGENDA ITEM TITLE: NORTH FULTON CID BUS SHELTER INITIATIVE

CITY COUNCIL: AUGUST 19, 2019

II. RECOMMENDATION:

Agree to maintenance commitment of 3 bus shelters to be located at:

1. Windward Parkway west of the GA 400 interchange
2. North Point Parkway in front of Mansell Crossing Shopping Center (between North Point Parkway and Encore Parkway).
3. Haynes Bridge Road at Westside/Morrison Parkway

III. REPORT IN BRIEF:

Consideration of partnering with the North Fulton CID Bus Shelter Plan to maintain 3 new bus shelters. Over the last year Staff and a few Council have been working with the North Fulton CID to develop a standard bus shelter design. The CID also developed a program. Presently, few bus shelters exist in the area relative to the number of bus stops and many stops only consist of a sign post. Existing shelters lack consistency, either following the typical MARTA design or having been installed as a condition of zoning.

The CID hired Kimley-Horn to review MARTA bus shelters within the City of Alpharetta and hold a working session with a committee comprised of CID staff, City of Alpharetta Community Development staff, 2 City Council Members, and MARTA to identify bus shelter needs; review potential shelter designs; and identify a preferred shelter design that would fit the district character, be of a suitable quality with limited maintenance needs, and be cost effective. . Once a consensus was reached regarding the basic design, Kimley-Horn began to analyze existing bus stop usage within the district to identify stops with more than 15 average daily boardings within the CID boundary. This analysis yielded 8 stops within the district; 4 of which have shelters today, 1 of which has a shelter required as a condition of zoning, and 3 priority shelters. Including the one referenced, there are four future bus shelters required as a condition of zoning: Haynes Bridge Road just west of GA 400, North Point Mall (2 shelters), and along Old Milton Parkway at Westside Parkway. Kimley-Horn refined the shelter design by reviewing landscape and hardscape elements based on CID Board input to value engineer and reduce the overall cost of the shelter design from an estimated \$80,000 per installation to approximately \$60,000 per installation. The City of Alpharetta has a memorandum of understanding in place with MARTA prohibiting advertising on bus shelters within the City limits.

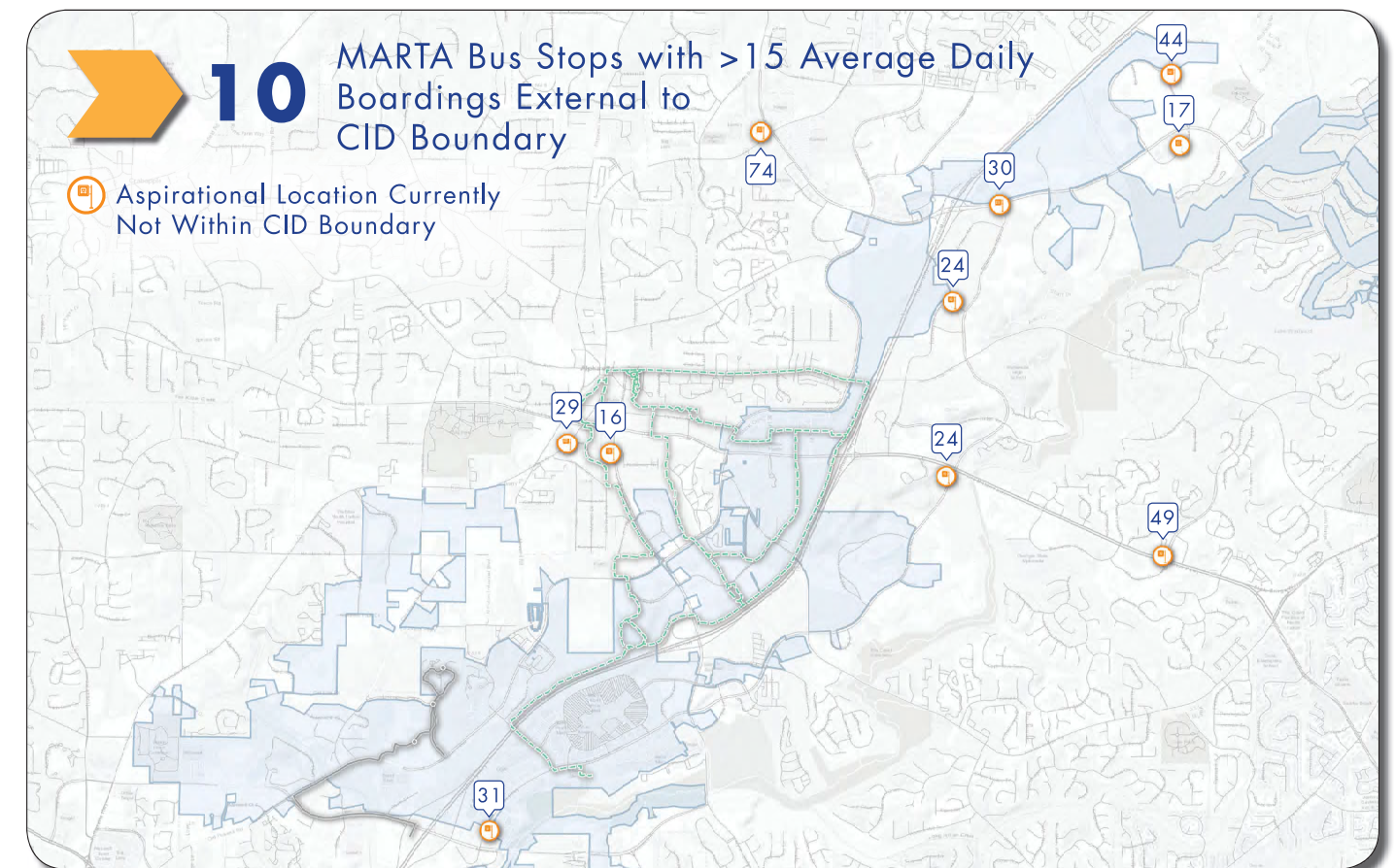
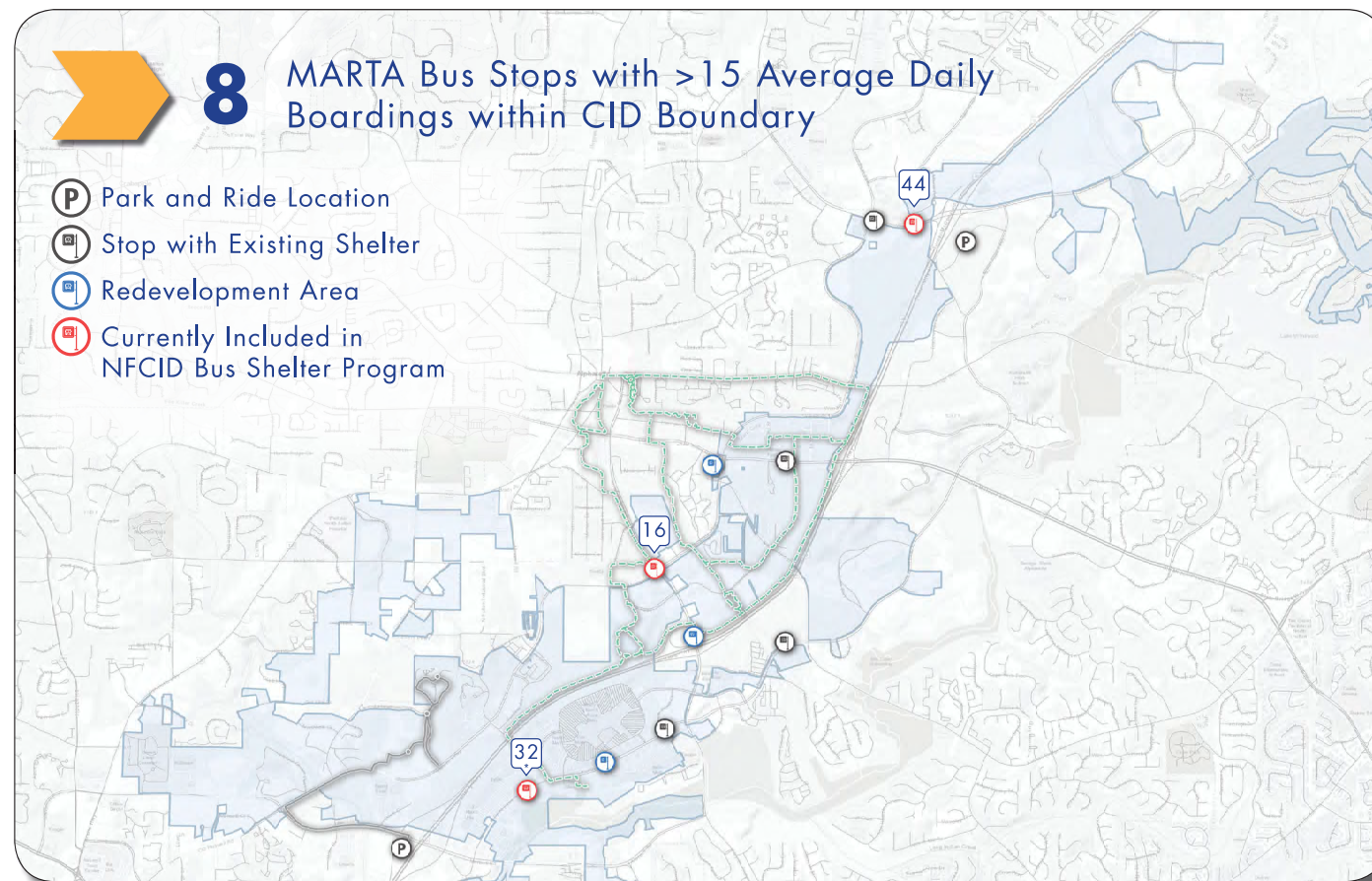
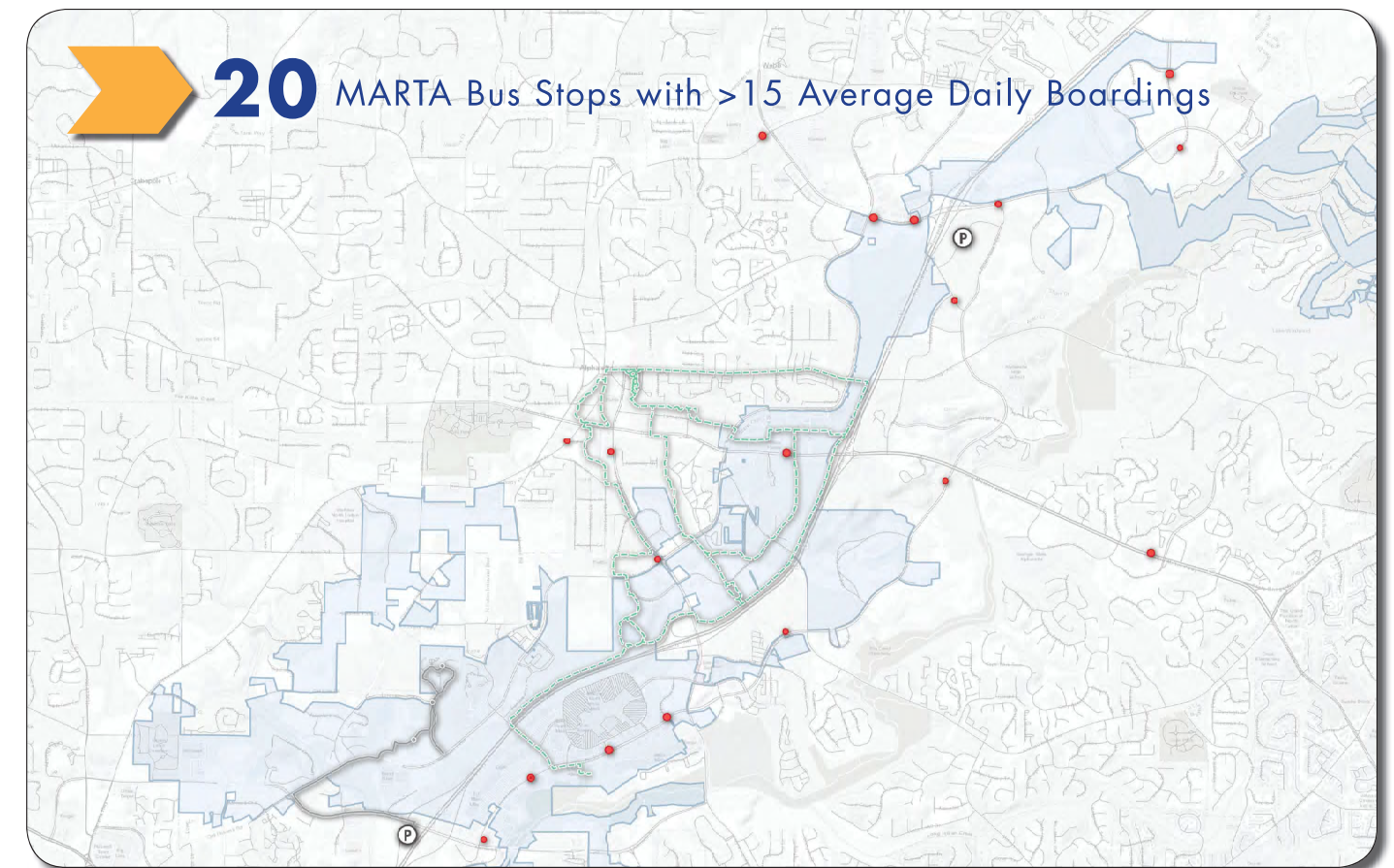
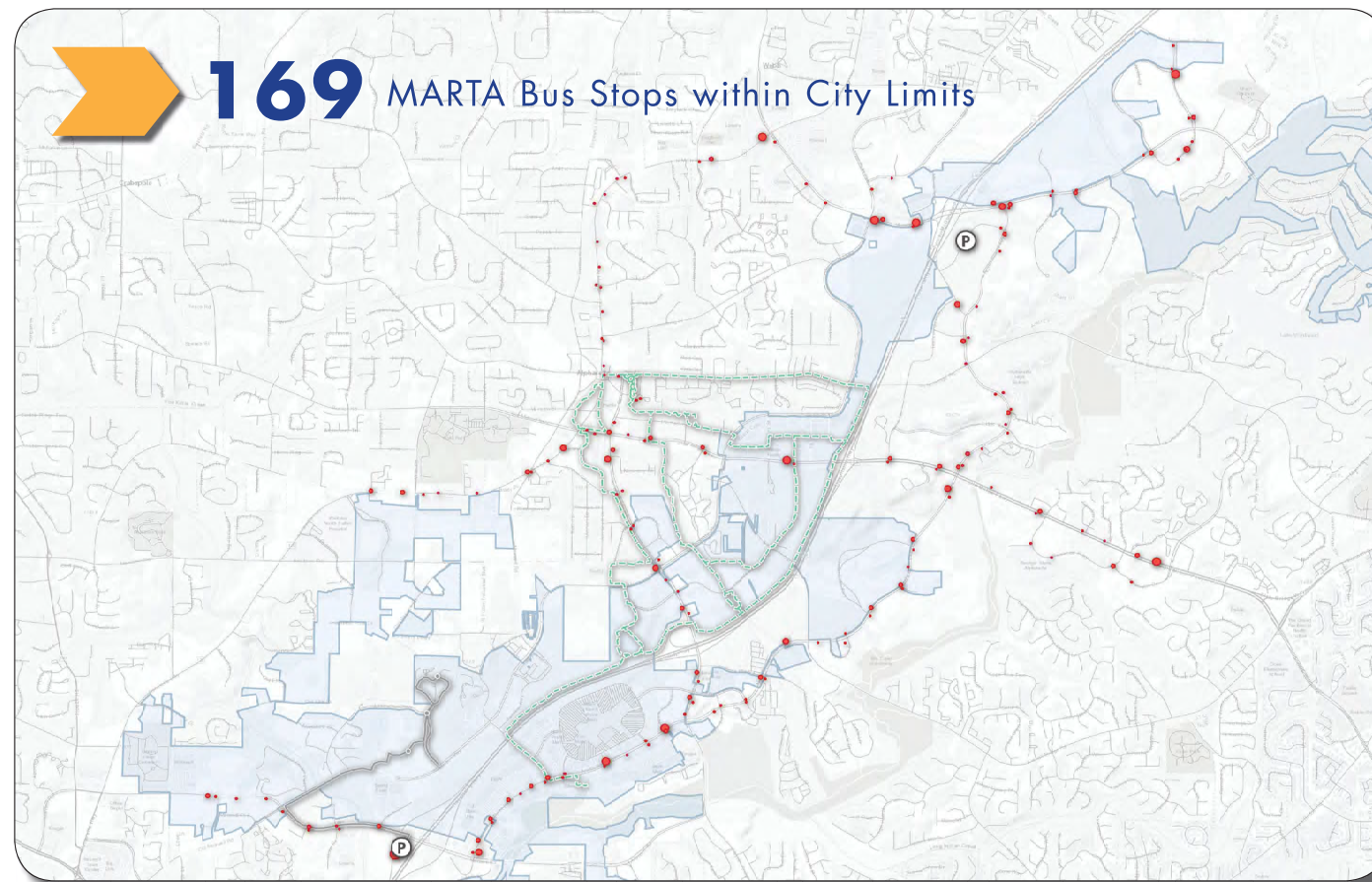
The CID also created a fund where CID members who are required to or choose to improve existing or planned bus stops on or adjacent to their property may apply for CID reimbursement for up to \$40,000 per installation to reimburse hardscape and landscape elements associated with the CID standard bus shelter design.

The CID approved \$350,000 at their August meeting which includes a budget of up to \$190,000 to install the three shelters (\$60,000 per shelter plus a \$10,000 construction contingency) and \$160,000 to establish the reimbursement fund (up to 4 shelters at \$40,000 reimbursement each).

The CID is requesting the City maintain the 3 new shelters within the City right-of-way, some of which the City already maintains the trash cans and cuts the grass.

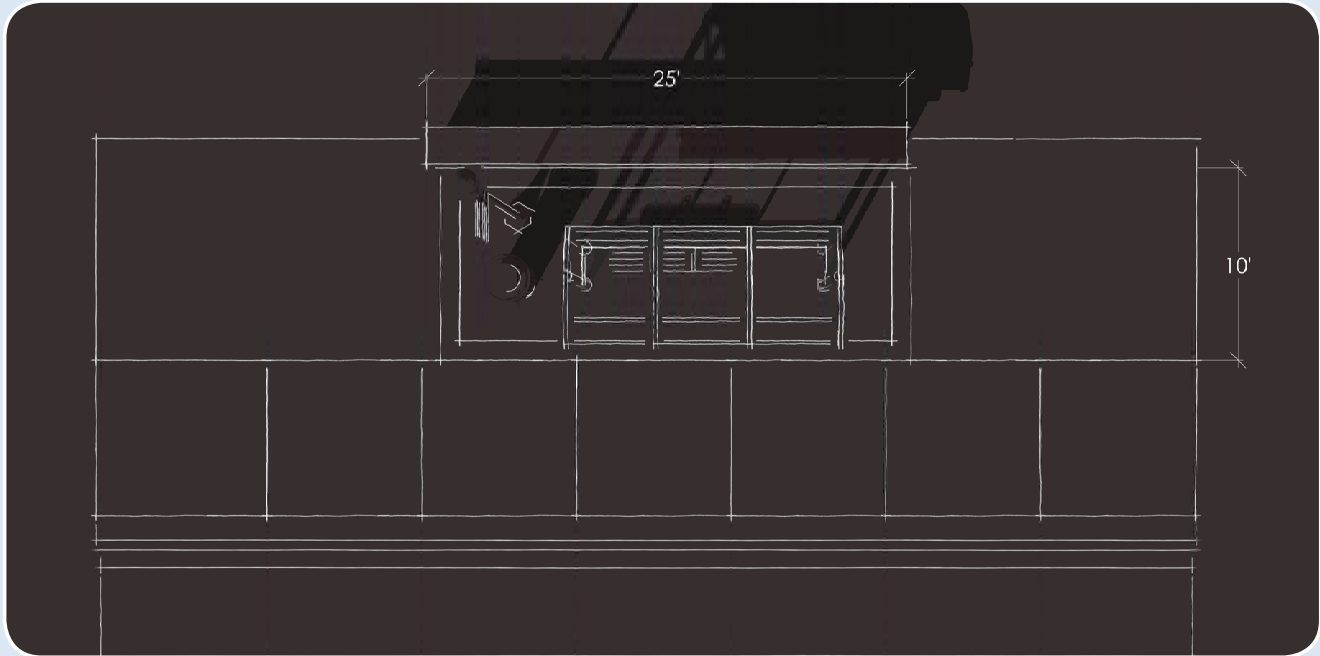
IV. ATTACHMENTS:

- Shelter Concept Design
- Bus stop locations with Alpharetta map



*within a 0.25-mile radius (8 average boardings at this stop)

SHELTER CONCEPT DESIGN



BRASCO ECLIPSE ARCHED SHELTER

- Translucent Acrylic Roof Structure
- Solar Lighting Package
- 3/4" Clear Tempered Safety Glass Wall Panels
- 6' to 8' Divided Bench with Perforated Aluminum Seat
- Optional Ceramic Frit Glass Color Design



HARDSCAPE/LANDSCAPE

- 6" Thick Concrete Slab with Paver Border
- Tennessee Fieldstone Seat Wall
- Location-specific Landscape Restoration



ACCESSORY FURNITURE

- 36-Gallon Standard Trash Receptacle
- Standard Light Pole (by others) incorporating MARTA Signage*

*If electrical power is readily available



ESTIMATED COST

Pad & Shelter	+/- \$31,000
Hardscape	+/- \$17,000
Landscape	+/- \$12,000
Total Cost per Location	+/- \$60,000

It is assumed shelters will be constructed concurrently to minimize mobilization costs.



City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Sponsored By:
Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES (RFP 20-103)

II. RECOMMENDATION:

Award RFP 20-103 to RedSpeed for the implementation and installation of School Zone Speed Detection Camera systems and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: NO COST TO THE CITY. 100%
VIOLATOR FUNDED. SEE BELOW FOR REVENUE SHARING
DETAILS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Department of Public Safety receives complaints on a daily basis regarding speeding in school zones. Providing enforcement capabilities at each of the nine (9) schools in the City is extremely manpower and resource intensive.

During the 2017-2018 legislative session, The Georgia General Assembly passed HB 978, which has been signed into law, allowing the use of photo/video enforcement in school zones under State Statutes 40-6-163 and 40-14-18. The law also set requirements for local legislation, school board endorsement, state permitting, execution, and the implementation of camera enforcement.

With this legislative change in mind, the Department of Public Safety proposed to address the constant school zone speeding complaints in nine (9) school zones by using technology vs manpower with the objectives to increase student safety, change driver behavior and reduce complaints. Some of the expected benefits of using currently available technology include: a constant enforcement presence in school zones, traffic data collection, Automated License Plate Reading (ALPR) capabilities and the enforcement system is completely violator funded. The vendor company will incur all equipment installation, calibration, and maintenance costs as well as all costs associated with collecting and distribution of fines.

This year a study was conducted by a vendor which showed that on one day there were over 3557 speeding violations in six (6) school zones during a 9-10 hour period (violations were not measured in all locations or directions of travel). These violations were at least 11 mph over the posted speed limit.

With this data and the desire to improve school zone safety, Public Safety staff, in conjunction with Finance

staff, prepared RFP 20-103 and advertised in June 2019. Proposals were received on June 20, 2019 and consisted of three (3) responses which were submitted to the Evaluation Committee for review and ranking. This Committee consisted of Public Safety personnel.

The Evaluation Committee met on June 24, 2019 to tabulate the overall scores. Each proposal was evaluated based on the following criteria: Timeline (37%); Features (30%) Experience/References (30%); and Local Vendor preference (3%). The resulting scores were as follows (ranking of "1" to "5" with "5" being the highest):

1. RedSpeed: 4.37
2. Sensys America: 3.44
3. Verra Mobility: 3.24

Reference checks were conducted on RedSpeed and substantiated what the Evaluation Committee found through their proposal review. As set forth in the RFP, this program is to be 100% violator funded. All proposals were competitive from a revenue sharing standpoint with RedSpeed providing the City with 67% (with no ALPR technology) to 65% (with ALPR Technology) of each paid citation. These funds will be used exclusively for Public Safety activities. With these factors in mind, staff recommends award of RFP 20-103 to RedSpeed.

V. ALTERNATIVES:

VI. ATTACHMENTS:

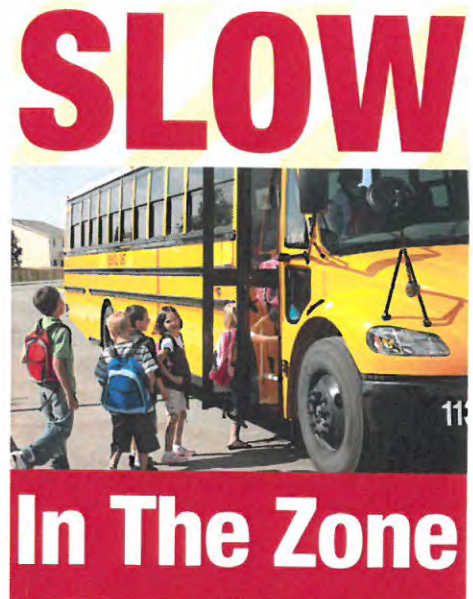
RedSpeed (Proposal), RedSpeed (Cost Proposal), Evaluation Summary, RFP 20-103 Speed Detection Camera System for School Zones, RedSpeed Contract

SEALED PROPOSAL COPY 1 OF 3

**Speed Detection Camera System
for School Zones
Submission Date:
June 20, 2019
10:00am**

Submitted To:
The City of Alpharetta, GA.
Ms. Stephanie Cochran &
The Selection Committee
Finance Department
City Hall 1st Floor Cashier's Office
2 Park Plaza
Alpharetta, GA 30009
678-297-6052

Submitted By:
RedSpeed Georgia
400 Eisenhower Lane North
Lombard, IL 60148
Headquarters Phone (630) 317-5700
FAX (630) 424-0217
Robert Liberman – Managing Director
Direct Phone (630) 317-5710
Robert.Liberman@RedSpeed-USA.com



**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P (678) 297-6052
F (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
RFP #: 20-103
RFP RESPONSE DUE DATE/TIME: JUNE 20, 2019 AT 10:00 AM
RFP ISSUE DATE: JUNE 6, 2019
NUMBER OF PAGES: 38

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM, FRI 8:30 AM-4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) ONE PAPER ORIGINAL WITH ORIGINAL SIGNATURES; THREE PAPER COPY OF ORIGINAL; AND ONE CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME: REDSPEED GEORGIA, LLC
FIRM/OFFEROR MAILING ADDRESS: 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148
FIRM/OFFEROR PHONE NUMBER(S): 630-317-5710
FIRM/OFFEROR FAX NUMBER(S): 630-424-0217
EMAIL ADDRESS FOR OFFEROR'S CONTACT: ROBERT.LIBERMAN@REDSPEED-USA.COM
AUTHORIZED OFFEROR SIGNATURE: Robert Liberman
PRINTED NAME OF SIGNER: ROBERT LIBERMAN
OFFEROR FEDERAL I.D. NUMBER: 32-0580067
OFFEROR DUNS NUMBER: 79-099-9242

ORGANIZATION OF THE PROPOSAL

	Cover Page	1
TAB 1	Organization of the Proposal	2
	Index Cross-Referencing Mandatory Response Criteria	3
	Cover Letter / Executive Summary	4
TAB 2	Scope of Work	8
TAB 3	Offeror Qualifications & Requirements	58
	Project Staffing	63
TAB 4	Appendix 1 Sample Traffic Studies	72
TAB 5	Required Forms	
	Cost Proposal and Price Certification	Separate Sealed Envelope

INDEX

<u>Required Feature</u>	<u>Page Numbers</u>
Needs Testing (Provided by Vendor)	23 Installation Timeline 72 Appendix 1 Sample Traffic Studies
Vendor Responsible for Equipment / Signage	16
Vendor Responsible for Permits / Maintenance	23-30
Police Training (Provided by Vendor)	56
Police Review of 45 days Stored Data	9-12
Police Access to Live Stream Video from Site	9-12 See Supplemental DVD for demo
Violation Management Software	32-36
Hot List Data input to ALPR system	9,13-15
Automated License Plate Readers at Each Location	13-15 See Supplemental DVD for demo
High Definition Video Camera Enforcement	9
Infrared Illumination (No Flash)	18
Automated License Plate Integration (Vigilant, etc.)	13-15
Traffic Data for Speed and Traffic Volume	47
System Programmable to school calendar, specific enforcement times and speed thresholds	16-17
Fixed Camera Enforcement System	16-17
Multi-Lane, High Volume Coverage	9, 16-17
Hearing Support	42-44
Price Proposal	Separate Sealed Envelope

RedSpeed® Georgia

1

**Cover Letter /
Executive Summary**

City of Alpharetta, GA.

**Speed Detection
Camera System
for School Zones**

**Request for Proposal
#20-103**

2

Scope of Work

3

**Offeror Qualifications
and Requirements**

4

Appendix 1

5

Required Forms

June 20, 2019

Ms. Stephanie Cochran
City of Alpharetta
Finance Department
City Hall 1st Flr. Cashier's Office
2 Park Plaza
Alpharetta, GA 30009

Selection Committee
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

RE: RedSpeed Cover Letter / Executive Summary

Dear Ms. Cochran & the City of Alpharetta Selection Committee:

RedSpeed is pleased to propose a cutting-edge School Zone Speed Safety Program in response to the above-referenced RFP. RedSpeed is a pioneer in automated traffic enforcement and we are pleased to submit a proposal that conforms with all of the specifications requested by the City.

The safety program offered by RedSpeed includes exclusive and valuable features that will make the City's program successful by reducing speeding while simultaneously providing the community with new safety tools like ALPR and 45-day video recall that will make policing more effective and efficient.

RedSpeed Exclusive Capabilities

Multiple Video Cameras: RedSpeed's Speed Camera System is a completely HD video-based camera system, innovative within the Photo Enforcement industry and not available thru any other enforcement provider. Video-based enforcement increases captured violations significantly, particularly in areas with high traffic and busses/trucks that "hide" offenders from still cameras but are easily located in video. Our cameras also provide a valuable safety tool. In addition to a scene "overview" shot, lane specific video cameras offer a "zoom capability" essential to identifying plate numbers in situations such as Amber or Silver Alerts. The City will receive Brand New Equipment, not refurbished systems removed from other installations.

Live High Definition Video Streaming & Intersection Viewing: RedSpeed's proprietary website SiteOps™ enables authorized users to view real time traffic at enforced approaches from a PC, Tablet or Smart Phone. Users are also able to "rewind" the video footage, a function that is particularly valuable to on-scene officers faced with recreating accident specifics.

High Definition Video Archive Retrieval – SiteOps™: Each video camera is equipped with 24 terabytes of on-site storage, maintaining 45 days of video data. Thru the SiteOps™ website, City authorized users can remotely access and download archived video footage directly from the intersection cameras according to selected date and time parameters. The availability of this footage, combined with the immediate access, is invaluable to Police when investigating crashes occurring within the enforced school zone locations or for other investigative purposes.

Infra-red – No White Flash: The infra-red LED illuminator utilized by RedSpeed eliminates the need for the bright and disruptive white, strobe flash used by other vendors. The light source is continuous and undetectable to the naked eye, consistently capturing clear vehicle images while eliminating driver complaints resulting from a flashing white light (false positives) and complaints from the community.

Additional benefits offered by RedSpeed Florida include:

- **RedCheck™ Total Offense Processing Software and Patented Adjudication System** enables Police Officers, Adjudicators, and authorized municipal users to review violations and evidence packages via a secure Internet connection. The RedCheck™ software is web-based, so there are no supplemental hardware or software costs; all that is required is a standard Internet connection.

RedSpeed has worked closely with Police Officers within our partner communities to develop software which is:

- User-friendly,
- Addresses the unique and specific requirements of municipalities, and is
- A single platform-based solution, eliminating the need for multiple systems and the potential for incompatibility issues.

Since enforcement processing is integrated, the violation reviewing process is faster and labor costs associated with this function are reduced. All documentation generated by the system is stored against the respective violation number, allowing for instant access and complete case history at the touch of a button.

- **3D/UHD Object Tracking Radar Vehicle Detection:** RedSpeed utilizes state of the art, non-invasive Radar technology to alert the system to a violation. The Radar technology is resistant to weather (snow, flooding) and unaffected by roadway resurfacing projects, dramatically reducing the potential for system downtime.
- **License Plate Reader:** An optional module which works simultaneously with the Speed Enforcement Cameras. Real-time license plate identification with a centralized data archive across all the municipal enforcement cameras. Real-time alerts can be set via text or email, with the capacity to input customized hot lists. **Collected data can be merged with either Genentec or Vigilant database systems.** The LPR functionality is not restricted by the enforcement hours set for the School Zone Speed Cameras.
- **Dedicated Project Implementation Team:** RedSpeed assigns a dedicated Project Manager who will oversee all aspects of the City's program. Services provided include: Coordinating intersection evaluation studies, compiling and preparing all the data and correspondence required for GDOT permit applications, preparing program evaluations and assisting the City's personnel with any and all questions which may arise.
- **National Law Enforcement Telecommunications System (NLETS) Strategic Partner:** RedSpeed was approved thru an extensive security check to partner with this state-of-the-art secure information sharing system. As a result, RedSpeed is able to obtain all the vehicle owner and registration information necessary to issue a violation. The accessible databases encompass virtually all 50 States with information inquiries being returned in less than 6 seconds, resulting in highly efficient and rapid processing.
- **www.SpeedViolation.com** This user-friendly website is maintained by RedSpeed and available 24/7. Violators may view the digital images of their violation, pay fines on-line using debit or credit card, and download fillable affidavit forms.
- **Payment Processing** For accountability and complete transparency of operation, RedSpeed recommends an outside bank lockbox operation and credit card acceptance / reconciliation system be utilized. These systems are maintained and balanced daily by RedSpeed personnel. To combat public concern s over payments being mailed out-of-state, RedSpeed will utilize an Atlanta, Georgia based lockbox processing facility.
- **Customer Service:** The cornerstone of the RedSpeed philosophy is a commitment to unparalleled customer service and support to our client communities. RedSpeed believes that the program is not just about equipment and technology, it's the partnership between the municipality and our team which ensures a successful program.

To assist citation recipients, RedSpeed operates a full-service Call Center Monday through Friday, from 9 a.m. to 4 p.m. CST. Callers are connected with live Call Center Operators fluent in English and Spanish (and other languages as necessary) through a municipality specific toll-free number established by RedSpeed. These operators have on-line access to all violation information and can assist with any customer service needs.

- **Violation Image / Video Quality:** RedSpeed's photo enforcement system provides highly enforceable images and video, with an enforcement success rate as high as 99.02%. If the City desires, the Speed Enforcement System has the capability of capturing a 10 seconds of extremely high-quality video at 30 frames per second. Images of potential violations are captured under every weather or lighting condition: Glare, heat, rain, wind, light, dark, as well as gradual and dramatic ambient lighting changes.

It should be noted that the variety of illegal products intended to obscure or distort the camera's ability to detect and read vehicle license plates are ineffective against the RedSpeed system. During the violation review process, reviewers can adjust the negative, brightness and contrast of the plate image to further facilitate the correct identification of the numbers / letters.

- **Evidence Archival:** RedSpeed provides, at no additional cost, violation evidence archival on a designated, secure servers for not less than 5 years after the disposition of a case or the termination of the contract. Evidence is not downloaded to Blue Ray disc or secondary storage devices but is maintained at a state-of-the art DuPont facility outside of Chicago.

In the event the relationship between RedSpeed and the City is severed, RedSpeed will ensure all data pertaining to captured violations up to the date of termination is made available to the City in a manner conducive to business continuity and processing. This cannot be said of all vendors, who have immediately restricted community access to reporting and violation history upon notification their existing automated enforcement contract was either being terminated or not renewed.

- **Evidence Security:** RedSpeed ensures evidence integrity using immediate data and image encryption at the time of capture and multiple firewalls. Data never leaves RedSpeed's control, since all back-office reviewing, and citation processing is completed in RedSpeed's Lombard, IL office, utilizing digital certificates, digital signatures, and audit trails.

In addition to maintaining a secure, back-up storage facility at the Lombard, Illinois headquarters, all RedSpeed's core systems and servers, including the Nlets interface, are housed at a co-location within Server Central in Elk Grove Village Illinois, one of the top managed data service facilities in the United States, further safeguarding the security of the City's violation data.

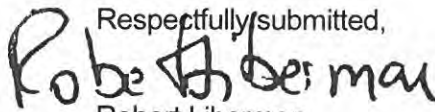
- **Maintenance:** RedSpeed provides round the clock, 365 days per year on-call engineers for prompt initial response.
- **Warranty:** RedSpeed prides itself on utilizing durable equipment which is scrupulously maintained through regularly scheduled on-site maintenance and daily system monitoring. The result is a highly reliable system which provides consistent operation to the City. RedSpeed stands behind its product with a comprehensive warranty which applies for the duration of the City's contract and is included as part of the proposed pricing. In the event of a malfunction, RedSpeed is responsible for swiftly resolving the problem at no cost to the City. The only exception to the warranty coverage would be incidents arising because of acts or omissions by the City or its agents.
- **Community Education Support:** Customized materials designed to educate the community about the objectives of the photo enforcement program and its applicability as a tool to improve traffic safety (and benefit all residents) will be provided prior to the system's activation and for the duration of the partnership.

- **Financial Stability:** RedSpeed has only experienced growth and has never been the target of potential mergers or acquisitions. Financially solvent, the company is not currently nor ever has been faced with either downsizing or bankruptcy. A solid, proactive business plan for controlled but steady growth ensures that all employees will be trained to meet the needs of our clients, our goal will always be to exceed the needs of our clients, and that quality assurance practices will be applied to every phase of our operation.

RedSpeed Georgia has verified resources available to meet all expenses associated with the installation, implementation, and maintenance of the City's School Zone Speed Enforcement Program.

- **Experience:** RedSpeed has a long and successful history of operations in several states. We are proud have been selected for the first sixteen (16) programs in Georgia (and growing) and we are leading the permitting process with G-DOT. RedSpeed has never sued or been sued by a client. RedSpeed proudly presents a number of client references in accordance with the RFP response.

Please consider this letter as evidence of RedSpeed Georgia's formal commitment to providing the City of Alpharetta with all the services specified in the Request for Proposal. We are very excited at the prospect of partnering with you and would consider it a privilege to provide a higher level of safety to your residents. On behalf of the entire RedSpeed team, we look forward to your favorable response.

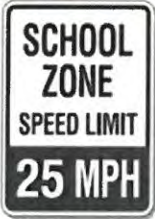
Respectfully submitted,

Robert Liberman
Managing Director
RedSpeed Georgia, LLC
(630) 317-5710

Tab 2

Speed Enforcement Camera

Scope of Services

3 IN 1 DIGITAL CAMERA ENFORCEMENT CAPABILITIES OVERVIEW

Speed Enforcement	Video Surveillance	License Plate Reader
3D Object Tracking Radar	Multiple, Lane-Specific HD Cameras Provide Live Streaming Capability	Real-Time License Plate Identification
Lane Identification	45 Day Video Archival	Centralized Archive Across All Enforcement Cameras
Works in All Weather Conditions	Remote Camera Access and Video Retrieval	Real-Time Alerts with Notification via Text Message or Email
Concurrent Tracking of up to 150 Objects	Ideal for Accident Reconstruction or Criminal Investigations	Customizable Hot Lists
Can work simultaneously with Red Light Enforcement		Plate Data exportable to Genentec or Vigilant Database Systems
		

MULTIPLE VIDEO CAMERAS

RedSpeed is the only vendor utilizing lane-specific, brilliant high definition motion picture video cameras in combination with infra-red (IR) illuminators to maximize the number of violations successfully captured and prosecuted. It is important to emphasize that these lane-specific video cameras substantially increase the number of prosecutable violations. The number increases substantially on roads with heavy queuing traffic or roads used by large scale vehicles such as tractor trailers, construction vehicles, etc., which, when enforced by still image systems (used by competitors) result in lost violations due to obstructed license plate views.

RedSpeed's all-video based camera system solution offers significant benefits:

Reduced Camera Downtime: Unlike many competitors' mechanical shutter-based cameras, RedSpeed's network-based system does not suffer from mechanical maintenance issues; i.e. it does not break down after a certain (and limited) number of photographs have been taken. This feature significantly reduces camera downtime and mandatory maintenance.

Roadway Viewing: Having an all-video based system enables Police to simultaneously record video evidence from multiple angles, showing both an overall roadway "scene" as well as each individual lane with resolution high enough to read each passing car license plate. This method is significantly more helpful during accident investigations or scene reconstructions as it can provide an unparalleled level of detail. Most competitors simply rely on a combination of video camera for roadway overview evidence and still, mechanical shutter-based cameras for before/after and zoom-in images.

SiteOps™ LIVE ROADWAY VIEWING

RedSpeed's proprietary, web based SiteOps™ software can be utilized by authorized municipal users to access "live" video and archived video data on specific roadways without suspending the enforcement function. Having an all-video based system enables Police to simultaneously view and record video evidence from multiple angles, showing both an overall roadway "scene" as well as each individual lane with resolution high enough to read each passing car license plate.

This method is significantly more helpful during accident investigations or scene reconstructions as it can provide an unparalleled level of detail. Most competitors rely on a combination of video camera for roadway overview evidence and still, mechanical shutter-based cameras for before/after and zoom-in images.

While other vendors may offer an overview option, they cannot provide the zoom capability necessary to allow Police users to identify and confirm license plate numbers.

By logging onto <https://Siteops.RedCheck.org>, authorized users may view:

Live Roadway Overview

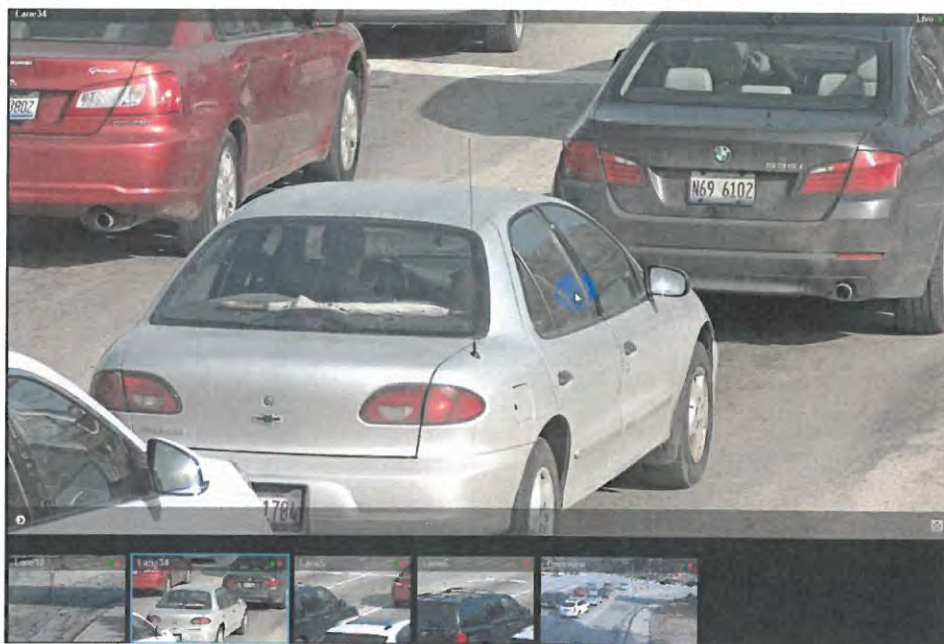
View real time overview of roadway traffic at enforced approaches in 30FPS, full HD 1080P.



Lane Specific View

Unique to RedSpeed, the high definition, lane specific video cameras record all lanes simultaneously, enabling authorized users to select a specific lane on the overview screen and zoom in to identify license plate numbers.

This is a valuable tool during instances such as Amber Alerts. **Other vendors cannot provide the zoom capability** which allows Police to identify and confirm license plate numbers.



Download Archived Video Footage

Up to 45 days of video data archival is available.

Once the requested data has been exported, selecting the download feature allows the User to save the data directly to their PC.



Live roadway viewing / streaming is accessible on all mobile devices including I Pads, Tablets and Smart Phones. This functionality is particularly valuable since it enables officers to immediately access live streaming and archived video footage for accident reconstruction while on scene.



To date SiteOps™ has been integral in solving recent homicides within the Illinois suburbs of Western Springs and Blue Island. It also assisted the Village of Elk Grove, IL in apprehending an individual responsible for multiple home burglaries as well as assisting the Village of Justice, IL in identifying and apprehending an individual responsible for extensive neighborhood vandalism and property destruction. Within Florida the Sarasota Police Department has credited RedSpeed's SiteOps functionality with helping identify and apprehend individuals involved in a car theft operation.

The enclosed DVD includes a short video demonstration of the SiteOps™ functionality.

License Plate Recognition System – Amber & Silver Alert Functionality

RedSpeed's License Plate Recognition System (LPRS) is an optional add-on module that works in parallel with the Speed enforcement system.

Speed enforcement need not be suspended to run the LPR system. The LPR System remain active and collecting data regardless of the enforcement parameters applied to the Speed Camera functionality.

The enclosed DVD includes a short video demonstration of the LPRS functionality.

Since LPRS utilizes existing camera hardware, no camera or roadway modifications are required. LPRS provides authorized police users with:

- Real-time Amber or Silver Alert functionality
- Access to a 30-day (configurable upon installation) archive of all license plates detected by the system.
- Ability to merge captured data into Genetec and/or Vigilant database systems.

Authorized users access the system via a web-based, secure portal at <https://lprs.redcheck.org>

Once authenticated, users can either create or modify new alerts or search historical data.

If LPRS is installed on multiple approaches within a Municipality, the system allows for alerts and searches to be enabled either system wide within the community or by individual sites.

When creating a new alert, the user is required to provide an exact or partial license plate number (for example, when searching for plates containing "123", the user could enter *123*. If the plate ends with 123, the search will be *123).

In addition to plate number, additional alert attributes must be added: vehicle color, state, make, case#, etc.

Each alert is set to expire in either 7 or 14 calendar days.

User can be notified in real time of any matches using either email or text message.
The LPRS provides an overview of all active alerts, number of matches and expiration dates.
Authorized users can create new alerts or edit/delete existing ones.



License Plate Recognition System

Welcome, Robert Liberman! [\[Log Out \]](#)

[Alerts](#)
[Plate Archive](#)

Add Plate

#	Date Added	License Plate Number	License Plate State	# of Matches	Expires	Created by	Action	
1	10/19/2016	*630*	Illinois	6254	Amber alert test	11/02/2016	Robert Liberman	Edit Delete

Detailed alert results show the location, date and time of the record license plate image matches, as well as a high-resolution original image. Using the date/time/location, authorized user can then access RedSpeed's SiteOps



Search Result of "*630"

Vehicle Info

Make: ***630***
 State: **Illinois**
 Color: **Blue**

Search Info

Case #: **123 34567**
 Created by: **Robert Liberman**
 Date added: **10/19/2016 at 10:38**

Report Alert Info

Reason: **Amber alert test**
 Notification:

Expires:

11/02/2016

#	Date/Time Recorded	License Plate Number	Location	Zoom Plate Image
6243	10/19/2016 06:05:05 AM	V386307	Loop (V) OGDEN & YACKLEY W	
6242	10/19/2016 05:58:50 AM	ZF10305	Loop (V) OGDEN & YACKLEY W	
6241	10/19/2016 06:53:15 PM	930445011	Loop (V) OGDEN & YACKLEY W	
6240	10/19/2016 07:21:07 PM	3300304	Loop (V) OGDEN & YACKLEY W	
6239	10/19/2016 05:12:30 PM	Q630329	Frontier Park (V) GRAND & HANBURY DR S	
6238	10/19/2016 05:15:46 PM	X347610	Frontier Park (V) GRAND & HANBURY DR S	
6237	10/19/2016 05:04:03 PM	A630201	Loop (V) OGDEN & YACKLEY W	
6236	10/19/2016 04:42:20 PM	A633322	Loop (V) OGDEN & YACKLEY W	
6235	10/19/2016 04:43:18 PM	830166300	Loop (V) OGDEN & YACKLEY W	
6234	10/19/2016 04:27:32 PM	1561300	Frontier Park (V) GRAND & HANBURY DR S	
6233	10/19/2016 04:05:02 PM	930479726	Frontier Park (V) GRAND & HANBURY DR S	



Page 1 of 126 (6254 items)

1
2
3
4
5
6
7

124 125 126

RedSpeed® LPRS 5.0.5 © 2014-2016 RedSpeed USA. All rights reserved.

Finally, the "Plate Archive" tab allows authorized users to search the historical archive of all plates captured by the system or multiple LPR systems (if the municipality has activated the LPRS functionality across all cameras within their community).

Searches of the archive can be conducted by specifying plate, date, time or location.

License Plate Recognition System

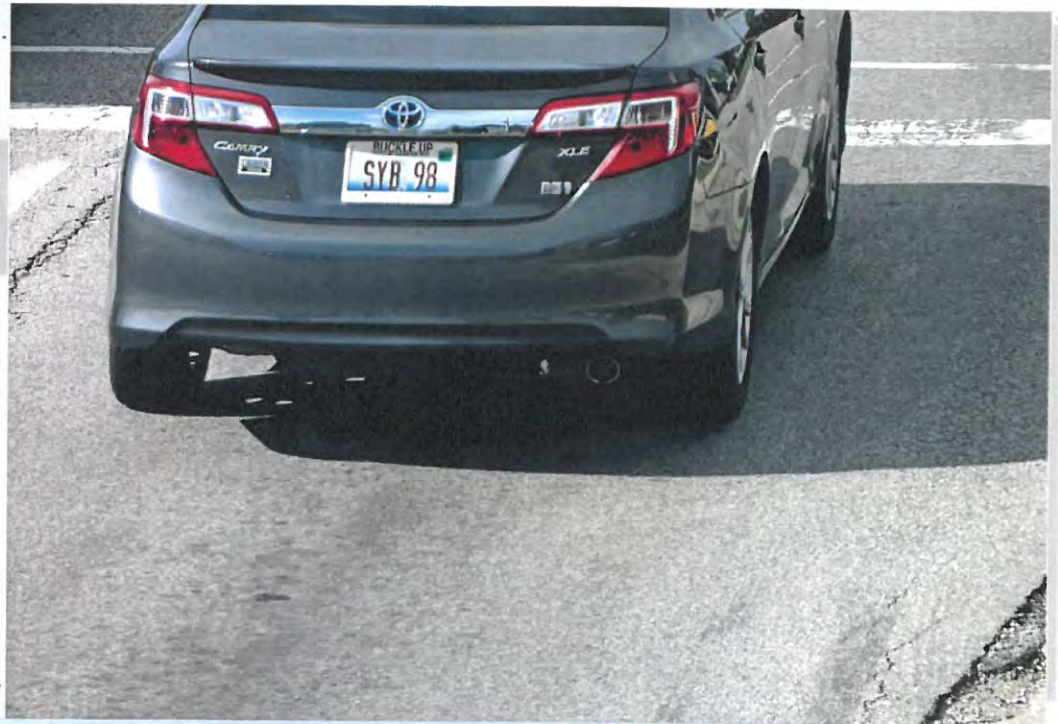
Alerts **Plate Archive**

Search by Plate Number: Filter Results by Location: Filter Results by Capture Date/Time: From: 10/19/2016 To: 10/19/2016 Time: 9:43 AM Search: Clear

#	Date/Time Recorded	License Plate Number	Location	Zoom Plate Image
1485	10/19/2016 10:43:02 AM	2047465	Franklin Park (V) GRAND & MANNHEIM S	
1486	10/19/2016 10:43:02 AM	86507	Franklin Park (V) GRAND & MANNHEIM S	
1487	10/19/2016 10:43:02 AM	4765285	Franklin Park (V) GRAND & MANNHEIM S	
1488	10/19/2016 10:43:02 AM	578908	Franklin Park (V) GRAND & MANNHEIM S	
1489	10/19/2016 10:43:02 AM	4540	Link (V) DODGE & VACKLEY W	
1490	10/19/2016 10:43:02 AM	718	Link (V) DODGE & VACKLEY W	
1491	10/19/2016 10:43:02 AM	DEKUP	Link (V) DODGE & VACKLEY W	
1492	10/19/2016 10:43:02 AM	7522305	Link (V) DODGE & VACKLEY W	
1493	10/19/2016 10:43:02 AM	1120098	Link (V) DODGE & VACKLEY W	
1494	10/19/2016 10:43:02 AM	1630451	Link (V) DODGE & VACKLEY W	
1495	10/19/2016 10:43:02 AM	8008485	Franklin Park (V) GRAND & MANNHEIM S	

Page 1 of 30 (1495) Records

RedSpeed LPRS E.O. 1 © 2014-2016 RedSpeed USA. All rights reserved.



Sample email alert of match to plate search.

Message: LPRS Alert: "5010" Message (HTML)

File Message Tell me what you want to do

Ignore Delete Archive Reply Reply Forward All Create New Rules - Move OneNote Assign Mark Categorize Translate Zoom

Delete Respond Quick Steps Move Actions Policy Unread Tags Editing Zoom

From: REDSPEED LPRS
To: Robert Liberman
Subject: LPRS Alert: "5010"

RedSpeed's LPRS found a plate matching search criteria: *5010*. See details below:

Plate: N501039
City: City of Franklin Park
Street: GRAND & MANNHEIM S
Date/Time: 10/21/2016 8:20:58 AM

Site Code: RS10107

For more information or to edit/delete this notification please log in: <https://lprs.redcheck.org>

REDSPEED SPEED ENFORCEMENT CAMERA SYSTEM

RedSpeed is proud to present the City with 2 fixed deployment options – a street level fixed Cabinet solution or a Pole mounted solution. Either solution features RADAR vehicle speed detection technology with state-of-the art digital imaging and is supported by RedSpeed's proprietary RedCheck™ Total Violation Management System. As part of the proposed turn-key solution, RedSpeed will provide and install all equipment including, but not limited to, poles, cabinets and related operational equipment associated with the Speed Camera System. The system is specifically designed to withstand the harshest of weather conditions (-30 to 110°F), with enclosures being fitted with temperature monitors to control cooling fans based upon the unit's internal temperature. The camera enclosures are water and salt resistant, dust proof, bullet proof and highly scratch resistant. The systems have been designed for installation in extremely hostile environments where safety and security are a high priority, secured with heavy duty locks and hinges. All metalwork is constructed from either aluminum or stainless steel, zinc dipped, and powder painted according to the City's standards to minimize any visual impact. The adaptable and streamlined designs result in an efficient integration into to street infrastructure with a minimal footprint. The proposed systems are fully networked and continuously time synched to a central server to ensure consistency between all systems, in addition to supporting site analytics such as speed, traffic counts and volume.

FIXED CABINET SOLUTION

The system itself is compact, intuitive, and very simple to operate. The purpose of this compact unit is to offer a solution for single lane or smaller roads where available deployment space is limited. The complete, real time embedded operating system and unique software specifications enhance the system's efficiency and stability. Dual monitoring watchdogs (software / hardware) technology guard against system downtime. Multiple HD cameras and 45-days of storage work in conjunction with the radar unit to facilitate full ALPR functionality and live video footage viewing (with up to 45 days of recorded footage) with a direct link for the Police Department.

**SPECIFICATIONS**

The narrow beam RADAR unit utilizes Doppler shift to determine vehicle speed.

The system is capable of tracking up to 4 lanes in one direction, capturing only the rear license plates as required under Georgia State Law).

The system utilizes LED Infra-Red illumination during any periods of low light level conditions – eliminating the need for the distracting white flash illumination utilized by other vendors.

RedSpeed Technicians monitor all Cameras daily to ensure operational efficiency. Cameras can be accessed remotely to make any necessary adjustments, including brightness and contrast.

4G Cellular or fixed land line communications are utilized to transmit the encrypted violation data packages to RedSpeed's back office processing facility using AES and MD5. All costs association with the communication lines are the responsibility of RedSpeed.

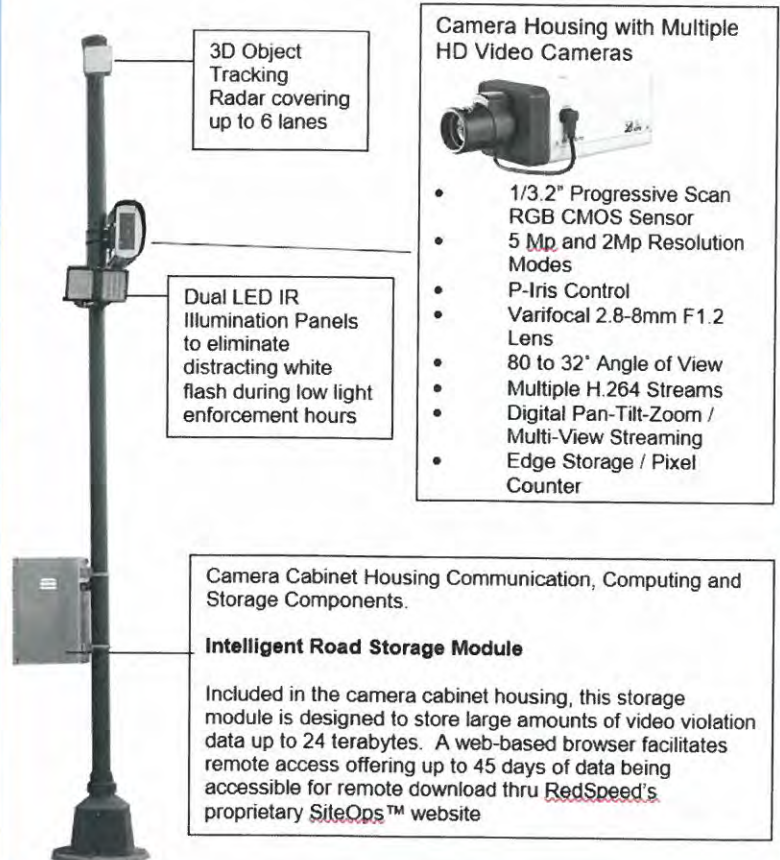
The system always ensures correct daily speed measurements thru an internal self-test function

Annual System Calibration and Certification is conducted by an independent 3rd party utilizing the latest electronic frequency generators rather than conventional tuning fork tests.



FIXED POLE MOUNTED SOLUTION

- The streamlined, 15' aluminum break-away pole was designed to be as minimally intrusive to its surroundings.
- Enclosures are climatically monitored to control the AC Units based upon the unit's internal temperature.
- All components are fashioned so that maintenance and other operations can be accomplished quickly and easily without impacting public safety.
- 3D/UHD Tracking Radar which can cover up to 6 lanes.
- Multiple 5Mp HD Network based Video cameras with up to 45 days of storage.
- Dual LED IR Illumination panels (no distracting white light)
- Main enclosure is fitted with full AC to control internal temperatures.
- System supports full remote monitoring and access by RedSpeed Technicians.



SPEED DETECTION ACCURACY

RedSpeed utilizes the most advanced 3D/UHD object tracking radar technology. It provides highly accurate and reliable speed and position data, tracking multiple vehicles in parallel lanes simultaneously. The system scans more than 20 times per second from 0.1 m/s to 88 m/s (320 km/h). RedSpeed's radar technology also incorporates a double redundancy:

- 1) By utilizing two independent receive antennas, the values measured by both must be perfectly matched to generate a reported speed,
- 2) Vehicle speeds are first measured by the Doppler shift and then by the range progress over time, the two measurements being independent and redundant. (Speed accuracy Typ.< ± 0.28 m/s or $\pm 1\%$)

CAMERA SET-UP

RedSpeed's Speed Cameras are designed so that deployment is easily configurable to specific school calendars, speed, and time thresholds via a user friendly setup screen. Once the enforcement parameters are entered, the camera will only be operational during the pre-determined times.

RedSpeed personnel will be continually verifying the deployment details to allow for special school holidays, institute days or closures because of inclement weather. Authorized Police and School District users may also access this application to verify accuracy.

[illegible]

DUAL-PANEL, INFRA-RED LED FLASH



IR Flash Unit

One of the unique features setting the RICS system apart from all competitors is that it is equipped with dual-panel infrared LED illuminator which automatically illuminate an roadway up to 150' in low light conditions and allow the camera to record high-resolution video and images.

Researchers from Florida State University's Dept. of Psychology published a study linking white flash illumination (utilized by other vendors) to distracted driving. They determined that younger and older drivers were particularly susceptible to the effects of the white flash, as it delayed the ability to process safety related events and caused confusion.

The need for bright and disruptive white flash, (which frequently results in driver complaints), is eliminated. The light source is continuous and undetectable to the naked eye.

RedSpeed is the Only Vendor offering this Infra-red, Flash-Free Solution.

BENEFITS OF INFRA-RED ILLUMINATION (IR)

- Researchers from the Department of Psychology at Florida State University recently published a scientific study
- It suggests that white flashes associated with photo enforcement cameras distract younger drivers, pulling attention away from the roadway and delaying processing of safety-related events
- Considering the perceptual and attentional declines that occur with age, older drivers may be especially susceptible to the distracting effects of white flashes, particularly in situations in which the flash is more salient (a bright flash at night compared to during the day)
- RedSpeed's speed and red light photo enforcement system is the **only system currently on the market** that utilizes infra-red (IR) illumination and eliminates the need for distracting and dangerous white flash.

COMPETITORS' WHITE FLASH

RedSpeed®USA

DOUBLE INFRA-RED (IR) ILLUMINATORS

To learn more about RedSpeed's products, follow this link:
<https://www.redcheck.org/video/system>

License Plate Sprays and Covers

As the use of automated enforcement cameras to enforce speed laws has become more common, so has the pervasiveness of license plate fogging sprays and reflective covers. The variety of products intended to obscure or distort the camera's ability to detect and read vehicle license plates are ineffective against RedSpeed's RICS system.

Another benefit of RedSpeed's utilization of Infra-Red illumination is that since no strobe or white flash is utilized during daylight hours, reflective materials are ineffective.

During Night conditions when flash is utilized, the intensity of the flash is variable and once again renders the reflective materials useless.

RedSpeed violation reviewers can also adjust the negative, brightness and contrast of the plate image to further facilitate the correct identification of the numbers / letters.

VIOLATION SAMPLES



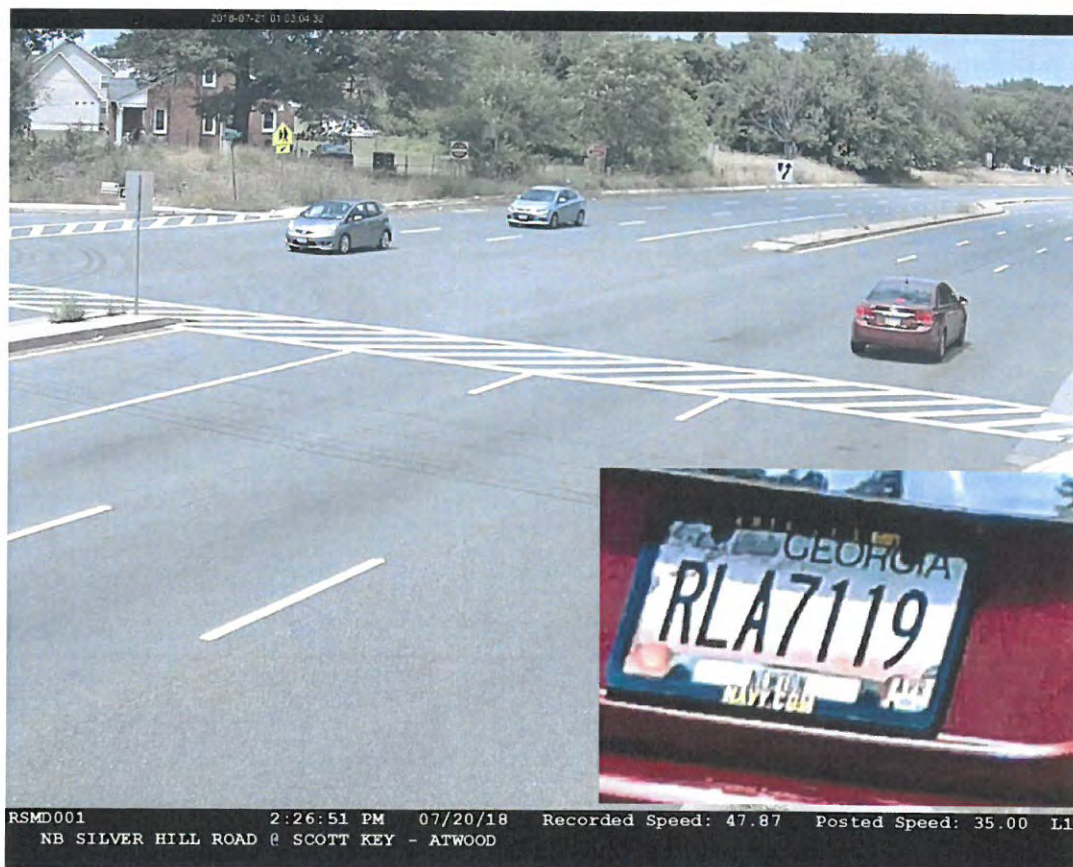




RSMD002 4:58:51 PM 07/17/18 Recorded Speed: 51.67 Posted Speed: 35.00 L1
SB Silver Hill Road @ Scott Key Drive - Atwood



RSMD002 4:58:51 PM 07/17/18 Recorded Speed: 51.67 Posted Speed: 35.00 L1
SB Silver Hill Road @ Scott Key Drive - Atwood



VIOLATION DATA BAR

A secure data bar is embedded to each of the digital images collected at the instant the violation is captured. The data bar is simultaneously encrypted with the violation images to ensure there is no possible opportunity for evidence tampering. Emphasis should be placed on the data bar being **embedded and not attached** into the image, as attaching the image could (in a court of law) potentially be misrepresented as a manipulation of the image.

Each violation is assigned a 16-digit permanent and encrypted RedCheck™ Identification Number which remains with the violation through the violation's entire lifecycle. This tracking number enables both RedSpeed and the City authorized users to monitor and audit every violation captured by the system, and functions as a digital signature confirming the authenticity of the data.

The Data Line in all RedSpeed captured images will be **customized** to include all the specific requirements of the City. The Data Line is clear and legible on the printed violation as well as on the on-line or computer screen image. As indicated on the sample violation images above, the existing bar includes, but is not limited to:

- Date of Violation
- Time of Violation
- Location of Violation
- Speed Travelled
- Posted Speed Limit-
- Lane of Travel
- Camera ID Number

INSTALLATION TIME FRAME

RedSpeed is confident that it offers not only the finest technology available in the marketplace but can assure the City of Alpharetta of the smoothest permitting and installation processes.

RedSpeed is proud to have been selected for the first sixteen (16) and counting programs in Georgia. To date, we understand that we are the only vendor to have submitted permits to G-DOT and in so doing have worked with the Agency on all aspects of permitting including modification of existing permit forms to comply with HB978. Our capabilities in installation are unmatched.

1. Contract between the City of Alpharetta and RedSpeed Georgia is fully executed.
2. Upon receipt of the City's list of requested School Safety Zone Enforcement locations, RedSpeed will conduct speed studies, prepare the results evaluations, and begin site & power surveys. (Samples of the traffic studies are provided in Appendix 1)
3. The City signs all required documents relative to the School District's permit application for Georgia Department of Transportation. These documents will become part of the GDOT/County permit application package prepared by RedSpeed.
4. RedSpeed's licensed professional engineer (Wolverton Engineering) will prepare signed and sealed plans for each School Safety Zone GDOT application.
5. RedSpeed will compile and submit individual permit application packets for all selected School Zone Safety Cameras GDOT/County & or City (if required) enforcement locations.

GDOT Permit submissions will include:

- Letter from the City indicating their desire to utilize automated Speed Enforcement at the specific location,
- Signed and sealed Engineering plans,
- Power request confirmation and account number for service (per camera)

- Comcast Communications confirmation request for service (per camera-if required)
- Additional information as required.

6. Construction and system installation phase commence immediately upon Permit receipt.

7. GDOT inspection and sign off (if required) - Sites go live August 12th, 2019

Municipality Prep (**Concurrent Activity**)

1. Contract executed
2. Business rules review
3. School Safety Zone details supplied
4. City of Alpharetta provide details and signatures for GDOT permit application letters for all cameras

1 week

GDOT Permits

1. Speed study to confirm feasibility
2. Site meeting with civil engineering contractor and Power Utility Company
3. Commission engineering plans
4. Power connection order (New locations only)
5. Order Comcast if required – cellular modems will be used typically
6. Plans approval/Construction permit issued

**4 Weeks –
6 Weeks**

Field Technology

1. Contractor installation to include ducting, foundations, power disconnect & signage
2. Power utility connection
3. System installation & calibration
4. GDOT Turn-On Inspection (if required)

**1 Weeks –
3 Weeks**

Back Office Setup (concurrently after municipal prep)

1. Create user accounts & roles
2. Set up notices and letters
3. Set up toll-free number and updated phone system
4. Update Phone System

1 Week

NOTE: Timeline assumptions are based upon the cooperation of all 3rd parties, including the Georgia Dept. of Transportation, Fulton County, Power Utility company, Comcast, and Engineering and Construction firms.

SUBCONTRACTORS

WOLVERTON ENGINEERING

Clay Smith
6745 Sugarloaf Parkway, Suite 100
Duluth, GA 30097
www.wolvertoninc.com

MOYE ELECTRIC

David Moye
100 Laurens Industrial Parkway
Dublin, GA 31021
www.moye-electric.net



WOLVERTON

System Maintenance

Maintenance Responsibilities

RedSpeed understands and accepts that all maintenance activities necessary to ensure the effective and consistent operation of the speed enforcement equipment (inclusive of cameras and ancillary equipment) shall be the sole responsibility of RedSpeed. All costs associated with electricity or other related power sources necessary to operate the systems shall also be the sole responsibility of RedSpeed.

Disaster Recovery Plan

Recognizing that emergencies do not always occur during normal business hours, RedSpeed will establish a 24/7 engineering support hotline specifically for use by City of Alpharetta authorized personnel. This communication channel is available to address any service requests from a simple service disruption to a total system knockdown.

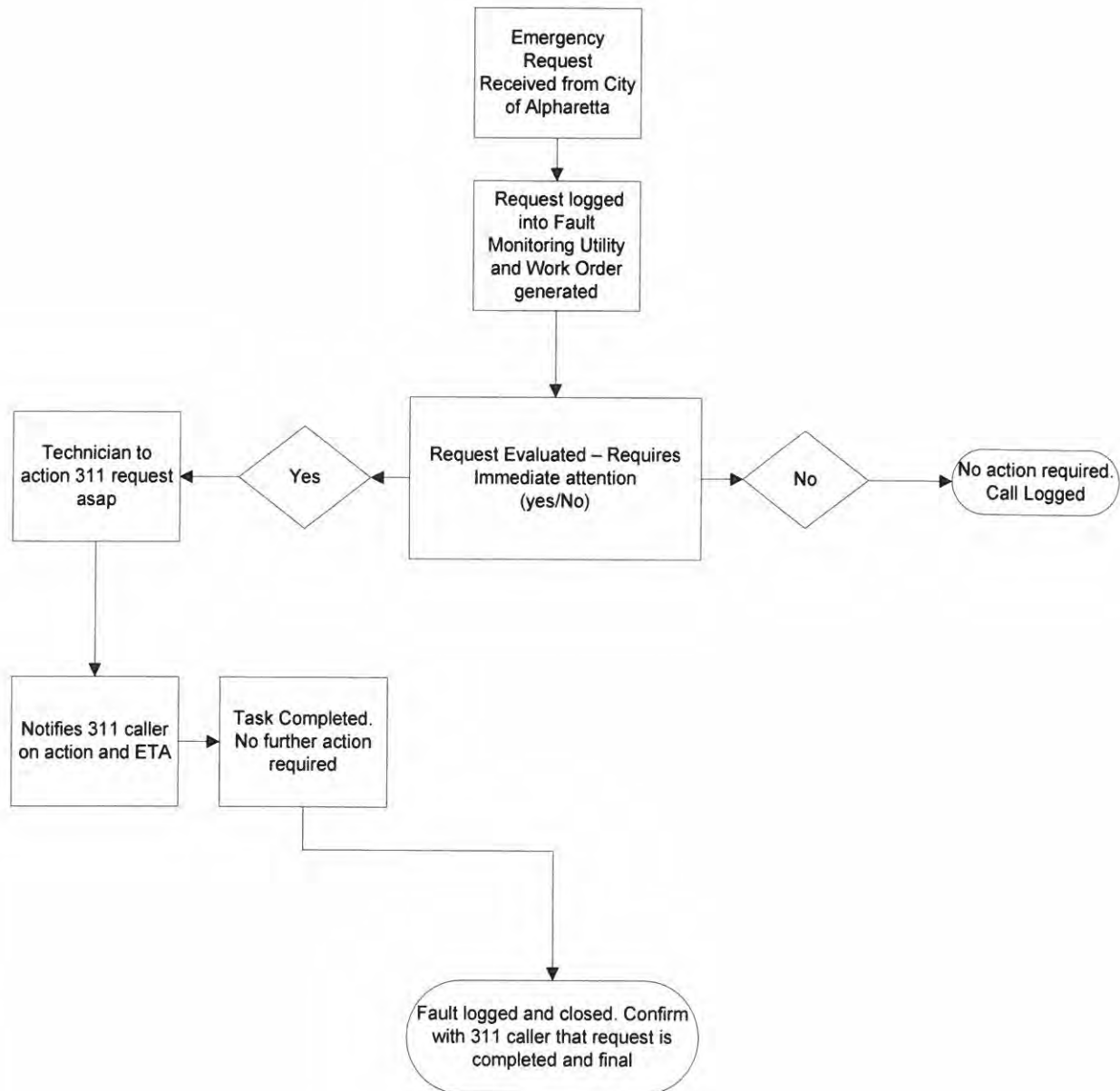
Since all systems are being continuously monitored via RedSpeed's system monitoring utility, if a malfunction at an individual site is detected the on-call Field Services Engineer will immediately advise the appropriate City personnel of the incident and will advise the steps that will be taken to correct the situation.

The table below identifies some common Client requests and RedSpeed's committed response time.

PRIORITY REQUESTS	RESPONSE TIME
Knockdown – Make safe	During Normal Business Hours – 2 hours max After Hours – Within 4 hours
Knockdown – Repair & Reinstatement to full operational status	Within 72 hours
311 Requests- Managed ASAP	According to request (Urgent)
Routine Daily Maintenance Repairs	Within 2 – 8 hours
Disruption in service of any system malfunction	Within 24 Hours
Street cable replacement	Within 48 hours
Sign Replacement	Within 48 hours
Remove Graffiti and Touch-up Equipment	Within 48 hours

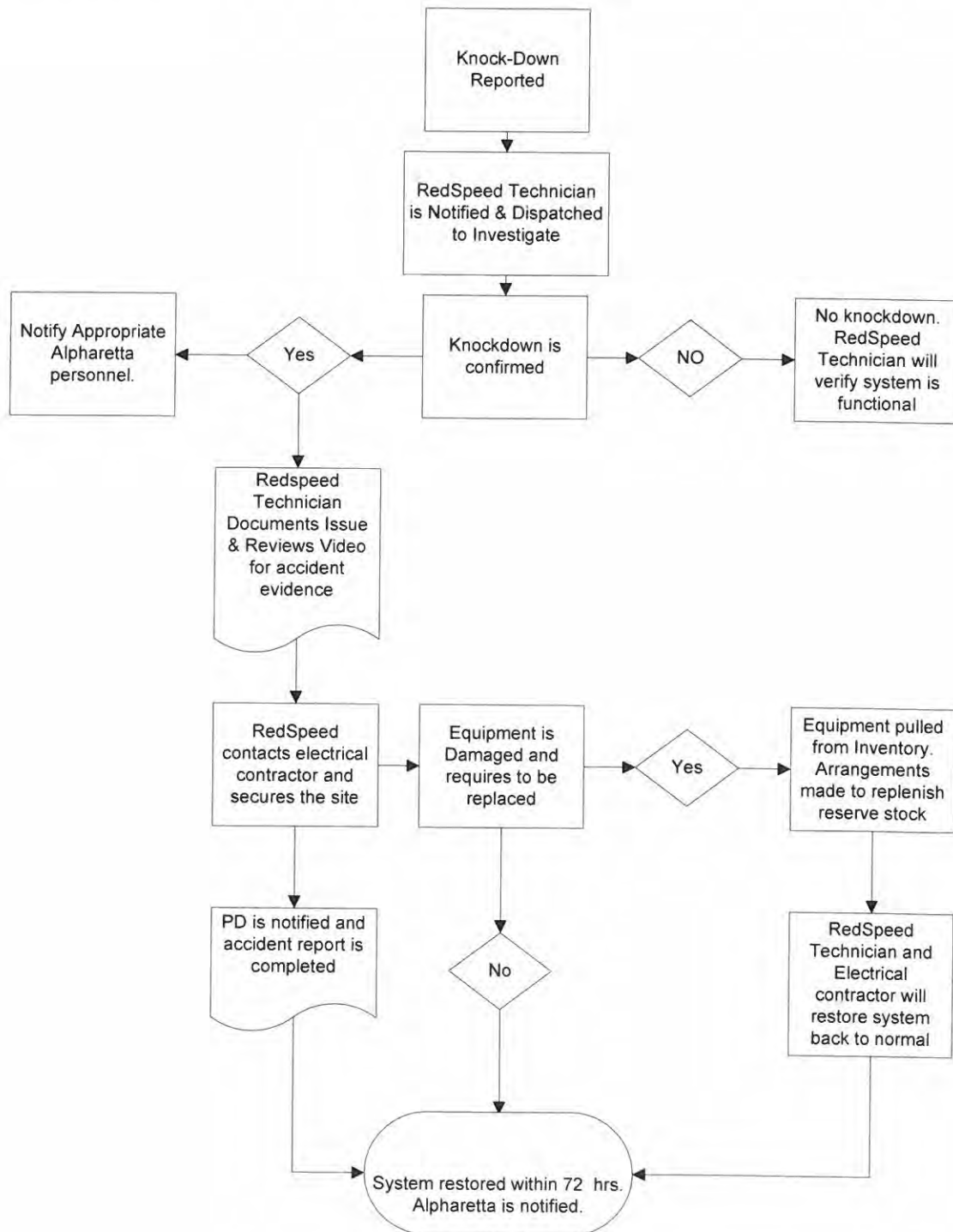
Emergency Response Flow Chart

Upon receiving the City's call or email request, the on-call field engineer will take down the pertinent details and immediately document the request within the Fault Monitoring Utility to generate a work order. If the request is relative to the operation of a site, the field engineer will work to identify the source of the problem and determine if the problem can be corrected remotely. If a remote correction is an available option, the field engineer will take the necessary steps to restore the site's functionality and advise the requesting party once the work is completed.



Knockdown Procedure Flow Chart

During a critical situation such as a knockdown, RedSpeed understands that nothing less than an immediate response is acceptable. The following flow chart demonstrates RedSpeed's action plan for these instances. Working in cooperation with the relevant Alpharetta departments and our partner subcontractors, RedSpeed will guarantee the downed systems will be replaced and restored to full operational capacity within 72 hours.



Maintenance Procedures

The maintenance and operation of RedSpeed enforcement equipment is paramount, and the staff provides all customers with prompt and professional service which results in swift problem resolutions. RedSpeed provides round the clock, 365 days per year on-call operators for prompt initial response.

We intend to safeguard the operational efficiency of the City's equipment using daily operational checks, preventative maintenance schedules and proprietary site monitoring software. Drawing upon our years of experience, RedSpeed has designed a comprehensive and proven Maintenance and Support Program which will maximize the daily performance of each of the City's enforcement systems. The result will be continued industry leading capture and efficiency rates. In addition, the data collected thru the procedures and site monitoring software will provide valuable information to support the City's public education efforts.

RedSpeed's proposed program is comprised of three tiers:

- ✓ Preventative Maintenance,
- ✓ Daily Remote Monitoring and Response Maintenance
- ✓ Emergency Response.

It is RedSpeed's belief that a solid Preventative Maintenance Plan is critical to an enforcement program's success, allowing for the identification of potential problems before a malfunction (and subsequent downtime) can occur. These maintenance activities will be coordinated by RedSpeed's Field Services Engineering Manager and performed by RedSpeed field engineers during every site visit. A detailed rotation schedule ensures that every site is visited **a minimum of one time per month** by trained RedSpeed engineers.

Visual Mechanical Inspection conducted during a site visit includes:

- Visual inspection / examination of the base, pole, collar, camera and controller housing for damage, corrosion, cracks and alignment. This inspection is to confirm the equipment is both operationally and aesthetically sound.
- Visual inspection of all controller cabinets and camera housings to safeguard against leaks, general wear, or damage.
- Visual inspection of the pole and camera housing to ensure security of all earth connections, terminations, and ground rods.
- Visual examination of the ground reinstatement for the camera pole, controller, footway chambers and ducting.
- Visual inspection of the flash alignment and function. The proper functioning of the flash unit is confirmed by the technician firing the flash –observing the flash visually in addition to taking a live view image.
- Check protective finishes on all enclosures including paint, PVC and galvanizing.
- Checking of security and alignment of all hinges, brackets and camera enclosure fixing bolts. Adjustments and retightening will be performed according to specified torque settings. Damaged or missing fixings will be replaced.
- Checking of all controller cabinet and pole housing wiring and connections.
- AC Power -The AC power will be checked using a DVM (digital voltmeter). If the incoming AC is +/- 10%, both CDOT and BOE will be immediately notified of the reading by the Field Engineering Manager.
- Verify warning or circuit identification labels are not missing, damaged or illegible. Providing new labels if required.

During the site visit field engineers will also perform the following cleaning tasks:

- Cleaning of the camera enclosure glass to maximize image clarity.
- Removing all loose dust, grime, mud, and snow if weather permits.
- Removing all labels, stickers, posters, and graffiti.
- Washing down all external finished surfaces with suitable detergent.
- Repainting of metalwork if required.
- Removing dust and dirt from the interior pole base compartment and camera housing.
- Cleaning inside the inner surface of camera and flash lens cover.
- Lubricating padlocks following the cleaning operation to help prevent locks from freezing and rusting.

Visual Inspection of Roadway and Signage includes:

- All lanes will be inspected for street deterioration such as potholes or cracking and to confirm pavement markings and striping are in good condition. Should the technician identify a concern, the engineering manager will be advised, and the appropriate City personnel notified.
- Verify all required Enforcement Notification signs are correct and present.
- Visual examination of in-ground detection devices for signs of wear or damage.

City authorized users may access copies of specific enforcement location maintenance logs via the SiteOps interface as shown below.

RedSpeed® SiteOps Welcome Mark Haylock | Log Out

Site's Locations

- Florida
 - Coral Gables
 - Sarasota
 - Bahia Vista St & S Tuttle Ave E/B
 - Bee Ridge Rd & S Tamiami Trail / US**
 - Beneva Rd & Fruitville Rd S/B
 - Fruitville Rd & N Tuttle Ave W/B
 - Fruitville Rd & N Washington Blvd E/I
 - Fruitville Rd & N Lockwood Ridge Rd I
 - Fruitville Rd & N Lockwood Ridge Rd *
 - Lockwood Ridge Rd & Fruitville Blvd I
 - Tamiami Tr / US 41 & Bahia Vista St

Bee Ridge Rd & S Tamiami Trail / US 41 W/B

Information	Live Camera View	Monthly Maintenance Log	Speed Report	Traffic Count Report	Support	Settings	
Log ID	Log Date	Signage	Sensors Detection	Camera Lens	Metalwork Inspection	Auxiliary Items	Technician Name
3	9/6/2018	Yes	Good	Yes	Yes	Pass	Engineer 1
2	8/8/2018	Yes	Good	Yes	Yes	Pass	Engineer 1
1	7/13/2018	Yes	Good	Yes	Yes	Pass	Engineer 1

Create New Report Preview

RSI SiteOps - Checklist Preview Page 1 of 2

Technician Name: Engineer 1 09/06/2018

Location: Bee Ridge Rd & S Tamiami Trail / US 41 W/B RSFL0019

- Signage:** Verify presence & mounting.

Sign 1	Yes
Sign 2	Yes
- Sensors Detection:** Verify presence, condition & operation.

Lane 1	Good
Lane 2	Good
Lane 3	Good
Lane 4	Good
- Camera Lens:** Check for cleanliness or damage.

Front 1 lens cleaned	Yes
Front 2 lens cleaned	Yes
- Metalwork Inspection:** Check for damage & cleanliness.

Camera 1 enclosure	Yes
Camera 2 enclosure	Yes
30 Illuminance sensors (confirm operation)	Yes
Pole	Yes
Base	Yes
Collar	Yes
Three camera or pole mounted enclosure	Yes
- Auxiliary Items:** Check functionality & damage.

Voltage & Grounding	Pass
Traffic signs & aspect flashing interface module	Pass
USB Sensor interface module	Pass
AC module	Pass
Communications (modem/POC switch/module)	Pass
24 VDC VNC transformers	Pass
Network cables	Pass
Time format & synchronization	Pass

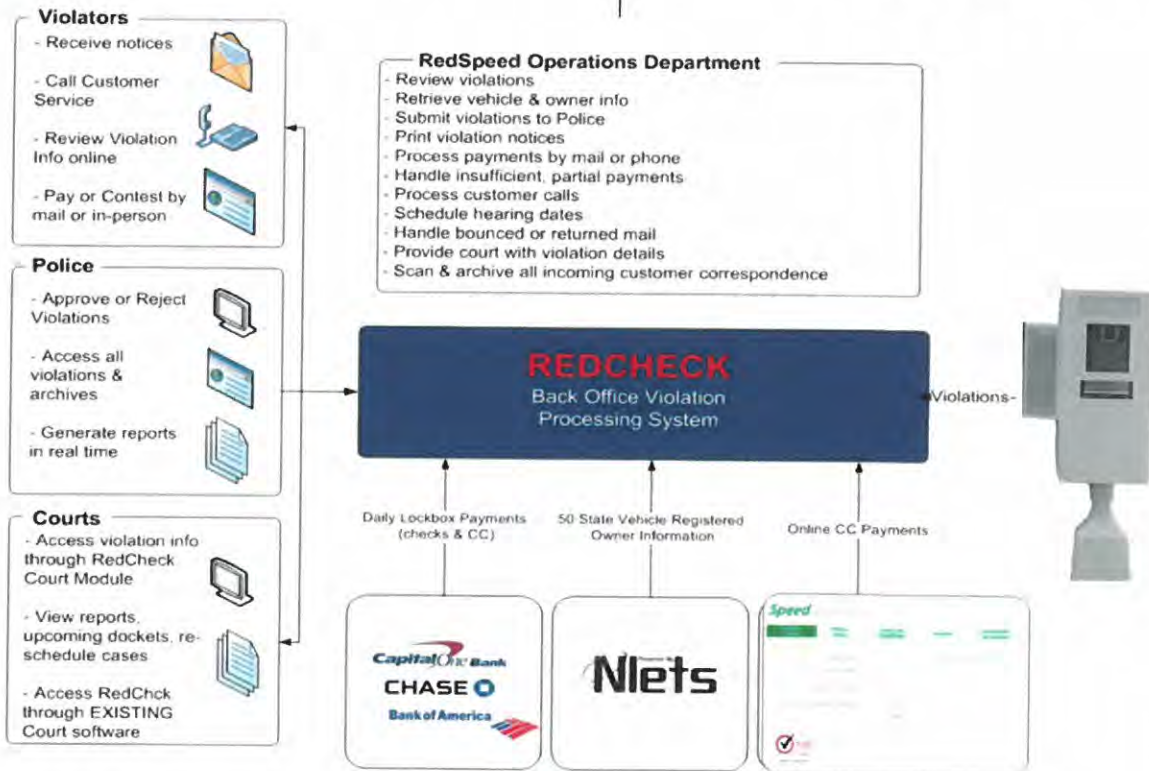
Violation Processing

WEB BASED VIOLATION PROCESSING AND DOCUMENT MANAGEMENT SYSTEM

RedCheck™ - RedSpeed's proprietary, Violation Management Software, is an entirely web-based, complete Document Management System. RedCheck™ provides authorized municipal users with the freedom and flexibility to perform 100% of the violation reviewing functions 24/7 from any location where Internet access is available. In addition, authorized municipal users may view notice documents and produce statistical reports (depending upon the roles assigned to their log-in credentials).

BENEFITS OF THE REDCHECK™ SYSTEM

- RedSpeed's Violation Processing and Document Management System is completely Internet based, so there is no need for additional software to be installed on the City's machines and no risk of compatibility issues with Alpharetta's existing data infrastructure.
- The RedCheck™ software system is easily customized to the needs of specific municipal agents, and technical support is available 24 hours a day / 365 day a year.
- RedCheck™ reviewing software is compatible with the following browsers: Internet Explorer / Edge, Google (Chrome and Safari), Fire Fox.
- PC (Minimum System Requirements): Windows 7 SP1 & Higher, Mac OS 10.10 and higher.
- Cloud based and secure, RedCheck™ allows remote, authorized users 24/7 access to a violation's lifecycle from any web-enabled computer thru a secure Internet portal. For optimum utilization, it is recommended that a Windows based browser be employed.
- Utilizing simple "point and click" navigation, authorized users can swiftly and easily review violator information, view static and video images, approve, and reject violations in less than 12 seconds.
- Accuracy logic has been programmed into the interface, indicating vacant information fields, or incorrectly input data, maintaining the validity and integrity of the RedCheck™ Database System.
- Software updates can easily be applied by RedSpeed without disrupting municipal user workflow.
- All captured violation data is immediately transmitted back to the RedSpeed data center thru a secured VPN connection and imported directly into RedCheck™. As a result, no long-term data storage devices are required at the camera site.
- All processing of violations is done by vetted RedSpeed employees at the RedSpeed corporate headquarters in Lombard, Illinois. No data is sent out of the country for processing.
- ***It is understood that all still and video images recorded by RedSpeed systems at designated sites within Alpharetta are the property of the City. In the event the relationship between Alpharetta and RedSpeed is severed, all data captured prior to that event will be processed in full and made available to the municipality***



RedCheck™ Login Screen

Authorized municipal users access RedCheck™ by entering a unique and secure login and password on the Log In screen shown below. Individual user accounts authenticate the identity of a user and are used to grant or deny users access to resources through the assignment of specific "User Roles". User viewing privileges and functionality are based on a pre-established set of entitlements which would be assigned according to the City's direction. All users are not required to have the same set of privileges, with roles being assigned according to the user's position and function.

The assignment of specific access to individuals ensures accurate auditing of the users within the RedCheck environment. Any modifications, calls taken, or notes can be audited and traced. All information, including the violation numbers, dates and times of incidents, license plate numbers, registered owners' information, and the status of violations are viewable and easily retrievable all from one screen to authorized municipal users.

Municipalities requiring an additional level of security above our username/password and digital certificate authentication strategy, can use Red Speed's optional Two Factor Authentication strategy. This mechanism uses a combination of something a user knows (username/password) and something a user has (one-time password). Users can plug in a USB key fob and generate their own one-time password, this in combination with their username, will allow access to the RedCheck™ Software application for police reviewing.

Once the Log-in process has been completed, a list of violations awaiting Operator Review will display. This list is comprised of violation data which was encrypted at site when captured and decrypted upon arrival at the RedSpeed Lombard, IL headquarters as it is uploaded into RedCheck™.

RedSpeed®USA

Log In

Please enter your username and password.

Account Information

Username:

Password:

☐ Keep me logged in

Log In

 or click [here](#) if you forgot your password.

Step 1 – RedSpeed Initial Violation Verification

1. Specially trained RedSpeed Violation Review personnel review the still images of a violation for possible discrepancies and to evaluate the clarity of the captured images.

RedSpeed's multiple video camera system is designed to capture only the rear of vehicles travelling thru the enforced school zone. **At no time will any digital images captured by the camera include facial images which could identify the driver, passenger, or contents of the vehicle.**

The RedCheck™ System allows both RedSpeed and Police reviewers to “play and view” not only a full motion 10 second video of each violation but also four unique still scenes:

- (1) An image of the vehicle at the report line,
- (2) An image of the same vehicle a specific distance further in the enforcement zone,
- (3) A full shot of the back of the vehicle including license plate image, and
- (4) A close-up image of the license plate.

The RedSpeed Reviewer crops the zoomed-in license plate image from an image specifically captured for this purpose. This optimized license plate image is used to establish the vehicle's ID and is also printed directly to the notice.



STEP 2 – Secondary RedSpeed Supervisor Review / Registered Owner Identification

Following this initial review, a supervisor reviews and verifies the images and video of the violation for a 2nd time before submitting the license plate number and type of plate (passenger, temporary, or other) for verification thru the Division of Driver Services and the Georgia Dept. of Revenue, or a third-party data provider such as Nlets or LexisNexis Collection Services. After undergoing an extensive and stringent security check, RedSpeed has been approved as a Strategic Partner with the National Law Enforcement Telecommunications System (**Nlets**). This partnership provides immediate (within 6 seconds of making the request) Department of Motor Vehicles information for each record: Make of Vehicle; Year of Vehicle; VIN; Registration Date; Registered Owner Name(s); Registered Owner(s) Address, City, State, and Zip Code; Ownership Status from a database covering **all 50 States**.



Once the registered owner information has been received, the violation is reviewed a 3rd and final time by a RedSpeed Violation Review Supervisor before it becomes available to the City's Police Reviewers through the Web Based RedCheck™ Client System.

ALPHARETTA POLICE DEPARTMENT VIOLATION REVIEW AND APPROVAL

Once the registered owner information has been received the violation is reviewed a 3rd and final time by a Violation Review Supervisor before it becomes available to the Alpharetta Police Department through RedCheck™.

RedSpeed will provide, at no cost to the City, all training and training manuals necessary to ensure all individuals responsible for the reviewing and approving of violations are knowledgeable and proficient with all the components of the RedCheck™ system.



RedSpeed®USA Reports

Welcome, Debra Beersup [Log Out]

Search criteria: Violation #, Owner, Address, Plate #, From, To, State

Violation Status: ☐ Wait for LexisNexis Response, ☐ Wait for Supervisor Confirm, ☒ Wait for Police Approval, ☐ Request for In-Person Hearing, ☐ Hearing Scheduled

Location: ☒ All Locations, ☐ 0011141156be - WSB 203267, ☐ 0011141159d2 - RMSE 9, ☐ 001114115ac3 - WSB 201465, ☐ 001114115adf - WSB 217367

Municipality: ☐ MD Chestertown (T), ☐ MD Dalmar (T), ☒ MD District Heights (C), ☐ MD Easton (T), ☐ MD Pittsville (T)

Apply Clear

Name	Location	Date/Time	Lane	T/R	Speed	Status
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 8:17 AM	3	0.0	46.09	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:56 AM	3	0.0	47.65	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:45 AM	2	0.0	55.48	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:43 AM	1	0.0	47.2	Wait for Police Approval
	NB SILVER HILL ROAD @ SCOTT KEY - ATWOOD	6/12/2019 7:26 AM	2	0.0	55.25	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:48 AM	3	0.0	50.33	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:45 AM	1	0.0	47.2	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:45 AM	3	0.0	48.77	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:43 AM	2	0.0	47.2	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:35 AM	2	0.0	50.11	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:21 AM	2	0.0	53.24	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:03 AM	3	0.0	50.55	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:02 AM	3	0.0	54.58	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:58 PM	2	0.0	48.09	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:53 PM	1	0.0	48.77	Wait for Police Approval
	SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:51 PM	3	0.0	47.2	Wait for Police Approval

Page 2 of 4 (200 items) [1] [2] [3] [4]

200 Awaiting Review | 0 Approved | 0 Rejected

Images: Download Notices Edit Info

Violation #: 1805200542755356 Type: Speed 46 MPH Owner: GARY HAWKINS
Plate number: SDG0454 Plate state: MD Address: 7143 DONNELL PL APT C6
Make: JEEP Year: C/S/Zip: DISTRICT HEIGHTS MD 20747
VIN: 1C4NJCBA5GD819737 Exp. date: 05/01/2020 Origin: MVA
Status: Wait for Police Approval Info:

The total number of violations awaiting review is displayed at the bottom of the display and will provide a running tally as violations are approved or rejected.

The City of Alpharetta will always have the final decision on whether or not a citation is issued. Approval or Rejection of violations is carried out by selecting either the Approve or Reject box after the still images and video clip have been reviewed.

When rejecting violations, users are prompted to enter a reject reason from a pre-defined, drop-down list as shown below. "Batch" approvals or rejections are not allowed by the RedCheck™ software.

After viewing the violation video clip and confirming the vehicle information corresponds with the still images, the Officer may elect to Approve or Reject the violation by clicking the appropriate Icon.



APPROVE



REJECT

The screenshot shows the RedSpeed USA Reports interface. On the left, there's a sidebar with filters for Location, Date/Time, Lane, TR, Speed, and Status. The main area displays a table of violations. A specific violation is highlighted, showing a video clip and a detailed view of the vehicle information.

Name	Location	Date/Time	Lane	TR	Speed	Status
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 8:17 AM	2	0.0	48.09	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:56 AM	2	0.0	47.65	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:45 AM	2	0.0	55.48	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 7:43 AM	1	0.0	47.2	Wait for Police Approval	
NB SILVER HILL ROAD @ SCOTT KEY DRIVE - ATWOOD	6/12/2019 7:29 AM	2	0.0	55.25	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:48 AM	1	0.0	50.33	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:43 AM	1	0.0	47.2	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:43 AM	3	0.0	48.77	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:42 AM	2	0.0	47.2	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:38 AM	2	0.0	50.11	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:21 AM	2	0.0	53.24	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:03 AM	3	0.0	50.55	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/12/2019 6:02 AM	2	0.0	54.88	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:58 PM	2	0.0	48.09	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:53 PM	1	0.0	48.71	Wait for Police Approval	
SB Silver Hill Road @ Scott Key Drive - Atwood	6/11/2019 7:53 PM	3	0.0	47.2	Wait for Police Approval	

The detailed view shows a video clip of a vehicle on a road. Below the video, there's a table with violation details:

Violation #	Type	Speed	Driver
100100942795354	Speed 48.09mph	48.09	GARY HANLEY

Below the table, there's a section for vehicle information:

Plate number	Plate state	Year	C/S Zip	Origin
EDG0454	MD	2014	2143	MD

At the bottom, there's a section for vehicle details:

VIN	Exp Date	Info
1C4NJBAND813731	05/31/2020	MD 2014

Authorized users may view and print copies of all notices sent regarding a violation by simply selecting the Notices icon as indicated above.

Notice List

Notice Type	Print Date
Delinquency Notice	01/22/2019
1st Notice	12/18/2018

Page 1 of 1 (2 items) [1]

OK

VIOLATION NOTIFICATION**Warning Notices**

For a period designated by the City, Warning letters are printed for violations captured at newly enforced school zone locations. After the initial warning period, through the violation Status feature of the system, infraction notices are printed automatically using RedChecks's date-based violation print schedule.

Notice Printing and Mailing

As part of the turnkey, back-office processing solution proposed by RedSpeed, all supplies necessary to produce and distribute violation notices on behalf of the City shall be provided by RedSpeed. Printing and mailing of full color first Notices of Violation via first class mail will be done by RedSpeed employees at the corporate headquarters in Lombard, Illinois. Notices approved by the City are printed and mailed the following business day.

The Notice of Violation generated by RedSpeed on behalf of Alpharetta will include one set of images showing the cited vehicle at the report line plus a cropped and optimized zoom shot of the license plate. In addition, notice recipients will be provided with detailed information regarding:

- Payment options with a remittance envelope is included with each Notice of Violation. The remittance envelope will reflect an Atlanta, Georgia lockbox address, eliminating public concern over payments being sent out-of-state.
- On-line Violation Viewing and Payment instructions for www.SpeedViolation.com and
- Toll free customer service hotlines for bi-lingual "live" operator assistance in both English and Spanish.

The number of printed citations prepared for mailing is verified multiple times prior to being delivered by a RedSpeed employee to the post office the same day as printed.

This verification includes:

- ✓ Confirming number of violations selected and sent to the print queue,
- ✓ Confirming the number of citation notices passed thru the envelope inserter matches number sent to the print queue,
- ✓ Final manual count of the prepared citation envelopes.

Any citations returned bearing a yellow forwarding address label affixed to them by the Postal Service are updated and reissued within 48 business hours of receipt.



City of Alpharetta School Safety
Program
PO BOX 12345
Atlanta GA 00000-000

NOTICE #: 1808300526034346

PIN: 1234

View Images and submit payment at

<https://secure.speedviolation.com>

Amount Due: \$75.00

Payment or Contest Must Be Received By: 01/01/2019

NOTICE OF SCHOOL SPEED VIOLATION

OFFENSE IN VIOLATION OF O.C.G.A. Sec. 40-14-18

A vehicle registered to you and described and pictured herein was detected and recorded by a school speed monitoring system exceeding the posted speed limit within 1,000 feet of the boundary of an elementary or secondary school by at least 10 MPH in violation of O.C.G.A. Sec. 40-14-18. As the registered owner(s), you are liable for the violation. These recorded images constitute a *prima-facie* evidence of the facts contained herein.

DATE AND TIME OF
VIOLATION 12/12/2019

VIOLATION LOCATION
East Bound on Center St, Henry County GA

REGISTERED OWNER'S NAME
Greg Parks

STREET ADDRESS
400 E. Erie St

CITY
Atlanta

STATE
GA

ZIP CODE
10001

DID UNLAWFULLY ☒ OPERATE/DRIVE

POSTED SPEED LIMIT
35 MPH

VEHICLE SPEED
46 MPH

VEHICLE INFORMATION

YEAR	MAKE	MODEL	STYLE	COLOR	LIC NUMBER	LIC STATE
2001	HUM	FIANTR	SEDA	BLK	2DR4XXX	MD

Certificate: I am a duly authorized certified peace officer employed by the City of Alpharetta to enforce the school limit. Based on the inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit within 1,000 feet of the boundary of an elementary or secondary school and that such disregard or disobedience was not authorized by law.

Sworn to or Affirmed by:

Signature: G. Parks

BADGE #1234-5



Payment of the violation penalty will not result in points assessed to your driving record nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.

WARNING: Failure to pay the violation penalty or to contest liability in a timely manner will result in the inability to renew the motor vehicle registration and/or prohibit the title transfer of such vehicle within the State of Georgia until all applicable fines are settled.



City of Alpharetta School Safety
Program
PO BOX 12345
Atlanta GA 00000-000

NAME: Greg Parks

PAYMENT OR CONTEST
MUST BE RECEIVED BY: 1/1/2019

NOTICE # 123456789

ISSUE DATE: 12/12/2019

PIN: 12345

STATE: GA PLATE: 2DR4XXX

FINE AMOUNT DUE: \$75.00

DO NOT MAIL CASH

DO NOT fold the Notice of Violation stub.

DO NOT staple the check or money order to the Notice of Violation stub.

Make your check or money order payable to:
ALPHARETTA SCHOOL SAFETY PROGRAM

Write Notice # on the front of your payment.

Pay by phone by calling 1-800-000-0000 24 hours a day.

7 days a week.

Pay Online at <https://secure.speedviolation.com>

WARNING: Failure to pay the civil monetary penalty or to contest liability by the "Payment or Contest Must Be Received By" date indicated on this Notice shall waive any right to contest liability and you shall be liable for a civil monetary penalty. Failure to respond within the time allowed will result in this jurisdiction submitting a referral to the Georgia Dept. of Revenue. Such referral shall result in the nonrenewal of the registration of such motor vehicle and shall prohibit the title transfer of such vehicle within the State of Georgia.

You are the registered owner(s) of the vehicle described and pictured herein, which was detected and recorded by a school speed monitoring system exceeding the posted speed limit by at least 10 MPH within 1,000 feet of the boundary of an elementary or secondary school in violation of the Official Code of Georgia Article 2 of Chapter 14 of Title 40. These recorded images constitute prima facie evidence of a violation of the Georgia law prohibiting exceeding the maximum posted speed limit.

This violation carries a civil penalty of \$75.00 for the first offense and \$125.00 for the second and subsequent offenses. This violation is not considered a moving traffic violation for the purpose of points assessment, will not be made part of your driving record and will not be used for any insurance purposes in the provision of motor vehicle insurance coverage.

Section I: TO PAY THE CIVIL PENALTY

NOTE: The deadline to remit payment or contest the violation is shown on the reverse side of this notice in the "Payment or Contest Must Be Received By" box on the top right corner.

ONLINE PAYMENT: Visit <https://secure.speedviolation.com>

PAYMENT BY PHONE: Call 1-888-790-4111, available 24 hours a day, 7 days a week.

PAYMENT BY MAIL: Mail your personal check, cashier's check or money order (payable to CITY OF ALPHARETTA SCHOOL SAFETY PROGRAM) in the enclosed envelope along with the remittance stub at the bottom of the reverse side of this notice. Print the Notice # on your personal check, cashier's check or money order. Payment mailing address:

Section II: CONTEST THE VIOLATION

IN-PERSON ADMINISTRATIVE HEARING: By requesting an Administrative Hearing you will be scheduled to appear in person to present your violation and supporting documentation to a representative of the County's police department. Should your documentation not fit the criteria for the violation to be dismissed, you will be asked to submit payment or request a hearing in Municipal Court. To request a hearing on the above referenced Notice of Violation, submit the signed and dated coupon below in the envelope provided. Your response must be received on or before the "Payment or Contest Must Be Received By" date indicated on the reverse of this Notice. You will be notified by mail of the assigned Administrative Hearing date, time and location.

Alternatively, in the envelope provided, you may submit: (1) a copy of a certified police report showing that at the time of the alleged violation, the vehicle had been reported to the police as stolen; or (2) evidence establishing that at the time of the alleged violation you were not the registered owner of the vehicle. You may download a form for this purpose at <https://secure.speedviolation.com>

MUNICIPAL COURT HEARING: If after appearing at the Administrative Hearing you wish to dispute your violation in Municipal Court, you will be provided with a date, time, and location in which to appear. A Municipal Hearing Notice will be mailed to you confirming your scheduled appearance. If you appear in Municipal Court, and are found liable, the court may, in addition to the fine amount, assess court costs and additional administrative fees.

VIEW YOUR IMAGES AND VIDEO: You may view the images and video of this violation online at <https://secure.speedviolation.com>. You will need your Notice # and PIN printed on the front of this Notice.

QUESTIONS: If you have questions or require assistance, please contact Customer Service at 1-888-123-4567 between 9:00 AM and 5:00 PM EST.

Detach here and return bottom portion in the enclosed envelope.

I submit this form as a request to contest this Notice of Violation and acknowledge that it must be postmarked by the "Payment or Contest Must Be Received By" date to be a valid request. I understand that I must attend this hearing in person, unless represented by counsel appearing in person on my behalf. I also understand that I will be notified of the date, time and location of the hearing.

Please sign and print name using blue or black ink.

SIGNATURE _____

NAME: _____

ON-LINE VIOLATION VIEWING & PAYMENT PORTAL – www.SpeedViolation.com

RedSpeed maintains an on-line system, available 24 hrs. per day 365 days per year, which enables citation recipients to view the high-resolution scene image plus the zoomed in plate image. All original, captured images can be viewed in a full screen enlargement mode with a single click. In addition, citation recipients may download fillable Affidavits and Hearing Request Forms. All Violation Notices generated by RedSpeed on behalf of the City will include detailed instructions on how to access the website. To ensure security, access to the individual's violation is only available after the individual inputs their citation number, license plate number and verification characters

RedSpeed employs multiple mechanisms to safeguard this online payment portal from hackers and other unauthorized users.

A Secure Socket Layer (SSL) URI scheme and Norton SSL certificate are used to encrypt and authenticate the Hypertext Transfer Protocol (HTTP) connection.

To ensure each transaction through the website is being made by a user and not an automated computer attack, a CAPTCHA test is required which requires the user to enter distorted numeric verification characters not recognizable to computers.

<https://secure.speedviolation.com>

SpeedViolation.com

Violation Details Privacy Policy Terms and Conditions Security

* Citation Number: [You can click here to see a sample \(a new window will open\)](#)

* License Plate Number:

Verification Characters: 645584

* Enter the above Verification Characters:

To Pay online, input all requested information and click **SUBMIT** button

 Norton
powered by Symantec
SECURE SSL CERTIFICATE

If you experience problems with this site please contact customer support at Support@RedSpeedViolation.com

Once the individual has securely signed into the website, they may view all digital evidence of the violation in original format / resolution.

Individuals requiring assistance may select the **Support** tab available on every screen. This tab allows users to email questions directly to a Violator Support Specialist.

Upon completing the transaction, the violator will receive an email confirmation as pictured below which should be retained for their records.

SpeedViolation.com

Violation Details Privacy Policy Terms and Conditions Security

Citation Number: 190610031766553

License Plate Number: BOS322

License Plate State: IA

License Plate Type: PASSENGER

Vehicle Make: FORD

Municipality: Fort Dodge (C)

Violation Location: 1400 Blk 20th Avenue N

Violation Date: 02/16/15

Violation Time: 11:51 AM

Ordinance Number Violated: Ordinance #2138 Code Section Chapter 10.60

Recorded Speed: 37 MPH

Posted Speed Limit: 25 MPH

Violation Status: 1st Notice

Total Amount Due: \$75.00

Respond By Date: 03/23/15

[Click on pictures to zoom-in \(new browser window will be opened\)](#)







Please read the following before making your payment:

VIOLATION PAYMENT

Payment of the fine and any applicable penalty operates as a final disposition of the violation. Payment will NOT impact your driving privileges OR insurance.

DISTRIBUTION OF INFORMATION

We do not rent, sell or trade any personal information about you to third parties.

WHAT SECURITY IS PROVIDED

We are committed to protecting the security of your personal information. Payment transactions are protected through Secure Sockets Layer (SSL) encryption, so that only appropriate personnel who have agreed to keep such information in strict confidence are able to decode your information.

Please note that most Internet browsers also offer security alerts that permit you to determine whether or not your transmission is secured.

[Pay Notice](#) [Cancel](#)

SpeedViolation.com

SpeedViolation.com

Violation Details Privacy Policy Terms and Conditions Security

Violation Notice Number: 1805200108253004

Bill Date: 09/08/11

Confirmation No	Violation No	Description	Issued Date	Registered Owner	Amount Due	ePayment Convenience Fee	Balance Due
32497839-4E69E359-465-1531EA	1805200108253004	Speed	07/09/10		\$40.00	\$3.50	\$0.00

A copy of this receipt has been emailed to:

Thank you for using SpeedViolation.com

[Click here to search for violations](#)

If you experience problems with this site please contact customer support at Support@RedSpeedViolation.com
This site must be used with Internet Explorer 6 or higher

VIOLATOR SUPPORT CALL CENTER

RedSpeed operates a full-service Call Center to address all customer service needs related to a citation. Accessible thru a City Specific Toll-Free number, callers will be connected with live Call Center Representatives fluent in English and Spanish (RedSpeed also offers operators fluent in other languages as necessary). These operators have on-line access to all violation information, including the still and video images associated with a violation. A manual of Frequently-Asked-Questions (FAQs) is used by Call Center staff to respond uniformly to all inquiries. Unique circumstances that the City may wish incorporated into the FAQs can be easily accommodated.

Customer Service calls are recorded and monitored by Supervisors for quality assurance and training purposes, with hold times not exceeding 2 minutes during the hours of operation.

The highest level of customer service is assisted by the RedCheck™ Oasys Call Retrieval and Archival System. Each incoming call is recorded and notated, then attached to the violation record.

Call Center Representatives can assist callers with a multitude of services including:

- Violation Payment Processing via credit or debit card.
- Addressing Frequently Asked Questions by referencing an FAQ Manual to ensure all inquiries are responded to uniformly per the City's specifications.

Each Representative is specially trained to:

- Work well with the public and view problems from the customer's perspective,
- Provide real solutions to any problems incurred by callers,
- Be intuitive to sense a caller's frustration and the ability to create a calming effect,
- Strong verbal communication with an emphasis on maintaining a non-confrontational voice.

The screenshot displays the OASYS Talkcenter software interface. The top window shows a list of calls with columns for Start Date/Time, Duration, Outside Name, Outside Number, Call Direction, DNIS/DID, Account Code, Subject, and Area Code. Below this, a detailed view of a specific call is shown, including a timeline of events, a list of extensions, and a section for annotations. The interface is designed for call center operators to manage and track calls efficiently.

Start Date/Time	Duration	Outside Name	Outside Number	Call Direction	DNIS/DID	Account Code	Subject	Area Code
9/21/2009 2:56:55	7:33	ANGULO GERARDO	(219) 616-5097	Inbound	8049			615
9/21/2009 2:57:4...	12:30	U.S. CELLULAR	(847) 293-7722	Inbound	5794			219
9/21/2009 2:59:0...	8:43	GARCIA LETICIA	(847) 340-3973	Inbound	5798			847
9/21/2009 3:01:0...	8:01	YORK CLAIRS	(312) 827-4384	Inbound	5793			847
9/21/2009 3:01:27 PM	9:15	CINCH, CINDY	(630) 879-5677	Inbound	5787			312
9/21/2009 3:05:3...	9:04	ILLINOIS CALL	(773) 961-1973	Inbound	5794			630
9/21/2009 3:06:4...	7:01	ILLINOIS CALL	(630) 313-0445	Inbound	5787			773
9/21/2009 3:07:2...	3:38	ILLINOIS CALL	(630) 903-3492	Inbound	5767			630
9/21/2009 3:07:3...	7:14	EDEN AUGUSTUS E	(708) 544-0630	Inbound	5786			630
9/21/2009 3:07:4...	7:04	EDEN AUGUSTUS E	(773) 764-4965	Inbound	5770			708
9/21/2009 3:09:38 PM	2:44	PURAC AMERICA	(847) 808-9446	Inbound	5799			773

RedSpeed's RedCheck Violation Processing Software provides comprehensive evidence packages with a single click. Municipal users no longer need to retrieve violations and painstakingly download each of the required items individually. Users may select individual violations, or all cases scheduled for a specific hearing date.

Download Selected

☐	Hearing Date	Violation #	Violator Name	Requested By	Requested Date	Evidence Package	Reschedule Hearing
☐	11/08/2018 03:30 PM	201020002906186	GINEAN MARIE RAPP	francisco.bueno	10/09/2018 10:04 AM	Ready	
☐	11/08/2018 03:30 PM	201020002772070	ORONDE ANTHONY VASSALL	francisco.bueno	10/09/2018 10:01 AM	Ready	
☐	11/08/2018 03:30 PM	201020002522554	IDA RAQUEL RODRIGUEZ	francisco.bueno	10/10/2018 10:49 AM	Ready	
☐	11/08/2018 03:30 PM	201020002543167	JOYCE ANN DAVANZO	francisco.bueno	10/16/2018 07:01 AM	Ready	
☐	11/08/2018 03:30 PM	201020002634167	JUAN G PEREZ	francisco.bueno	10/02/2018 01:06 PM	Ready	
☐	11/08/2018 03:30 PM	201020002677897	ALBERTO WILLIAM VAN DER MEIJ	francisco.bueno	10/02/2018 08:25 AM	Ready	
☐	11/08/2018 03:30 PM	201020002685067	ALBERTO WILLIAM VAN DER MEIJ	francisco.bueno	10/02/2018 08:24 AM	Ready	
☐	11/08/2018 03:30 PM	201020002466749	JEAN M NADELJIS	francisco.bueno	10/17/2018 01:17 PM	Ready	
☐	11/08/2018 03:30 PM	201020002476836	DORA KAY MORSE	francisco.bueno	10/17/2018 01:15 PM	Ready	
☐	12/06/2018 03:30 PM	201020002266251	MARSHA SPRAGUE ENGLAND	francisco.bueno	10/16/2018 11:55 AM	Ready	

The generated evidence package is comprised of all notices issued to the party, a complete violation history summary including date, action, operator, still and video images, and scanned copies of all correspondence and affidavits submitted by the individual. Once selected, the items are compiled into a zipped file which can be saved to either a computer or data stick.

Case History

Action	Date	User	Details
Evidence Package Ready	09/28/2018 10:36 AM	SYSTEM	
Administrative Hearing	09/28/2018 10:36 AM		
Administrative Hearing Scheduled	09/28/2018 07:42 AM		
2010100001987181_MARIANO.pdf	09/28/2018 07:42 AM		
Secondary Review Approved	08/13/2018 09:12 AM		
Notice of Violation	06/12/2018 01:02 PM		
Approve by Police	06/12/2018 10:42 AM		
Approve by Supervisor	06/11/2018 03:03 PM		
FLHSMV response received	06/11/2018 09:01 AM	system	
Wait for FLHSMV	06/08/2018 02:55 PM		
Approve by Operator	06/05/2018 08:00 PM		

Page 1 of 1 (12 items) [1]

OK Add Document

Download Violation's Files

What kind of documents should be included?

- ☒ Images
- ☒ Video
- ☒ Notices
- ☒ Other Docs

OK Cancel

CITY OF CORAL GABLES
Intersection Safety Program
PO Box 1371
Bedford Park, IL 60499-1371

CITY OF CORAL GABLES
NOTICE OF VIOLATION

Notice Number: **200010000160922**
PIN Number: **1096**

View your video and pay with your Visa or MasterCard
at <https://secure.redlightviolations.com>

Amount Due: **\$158.00**
Due Date: **01/27/2018**

CARPENTERSVILLE, IL 60110-2406

Onr (Date) 12/27/2017	AT TIME 2:47 AM	AT LOCATION US 1 Dixie Hwy & Granada Blvd SW	COUNTY MIAMI-DADE
NAME [REDACTED]			
STREET ADDRESS [REDACTED]			
CITY CARPENTERSVILLE		STATE IL	ZIP CODE 60110-2406
DID UNLAWFULLY ☒ OPERATE/DRIVE ☐ PARK ☐			
X YEAR 2002	MAKE Vehno	MODEL S60	STYLE Sedan 4 Door
X PLATE 1 C	NUMBER	STATE IL	COLOR Blue
REGISTRATION NUMBER			

Do Pen and there comes the following officer:
FAILURE TO COMPLY WITH A STEADY RED SIGNAL




**City of Alpharetta, Georgia
Speed Detection Camera System for School Zones
RFP 20-103**

The following documents illustrate an evidence packet utilized by existing clients. The package generated for Alpharetta will be customized according to the City's specific needs and Court requirements.



City of Saratoga
Department Safety Program
P.O. Box 20284
Tampa, FL 33620-2028

CITY OF SARATOGA
OFFICE OF INSULATION



BOOK NAME NUMBER

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

Amount Due: \$150.00
Due Date: 09/24/2019



FD Number	FD Type	FD Description	Comments
00000000000000000000	00000	Notice Due to Notice Due to Notice	00000000000000000000

Notice Number: 00000000000000000000
FD Number: 00000
How much notice and you with your trip in Florida?
www.cityofsaratoga.com/notice.htm

[illegible]

City of Toronto
 Communications Policy Program
 P.O. Box 30023
 Toronto, ON M5X 3S9

**ADMINISTRATIVE HEARING
 NOTIFICATION LETTER**



J

SARASOTA, FL 34235-0019

Our Office: 31-700-2018
Fax: 31-623399

RE: Notice of violation: **000-00000000000000000000**
 violation # : **4**

The hearing date for the above mentioned Notice of violation ("Notice") has been scheduled for:

November 05, 2014 at 10:30 PM
 Sarasota City Hall, Annex Building, 1st Floor 1901 N. G Street, Sarasota, FL 34236

You may waive this hearing order by submitting the completed form at the bottom of this letter to: City of Sarasota, Communications Policy Program, P.O. Box 30023, Tampa, FL 33630-0023. The form is acceptable mail as received at least two (2) calendar days before the day of the originally scheduled hearing. **If you have already rescheduled your hearing you may skip this Reschedule Hearing step.**

If you are receiving a new Administrative Hearing Notification letter, please review the **Date, Time and Location** of your hearing, as one or all of them may have been updated with new information. Please disregard the earlier Administrative Hearing Notification letter and use only the information provided on this Administrative Hearing Notification letter.

You may cancel your appearance before the Local Hearing Officer by paying the total penalty of \$158.00 (eleven hundred and fifty eight dollars and no cents) before the scheduled hearing time. To make a payment online please go to: www.floridahearing.com or make a payment by phone call 1-866-235-6300. There may be a convenience-payment fee for this service.

If you choose not to appear, you waive the right to contest this violation and must pay the total penalty of \$158.00 plus administrative costs up to \$239.35.

*Please print your name below, print or e-mail to City of Sarasota Hearing Office by e-mail: Hearing@CityofSarasota.org



NAME	FL	11/05/2014
MAIL TO	000000	00000000
MAIL TO	000000	000000

Request to Reschedule Hearing

Please use only one box, using two or more will result in your request being denied.

If you have already rescheduled your hearing you may skip this Reschedule Hearing step.

☐ I am requesting to reschedule my hearing for the date of:

Information Policy Program
 P.O. Box 30023, Tampa, FL 33630-0023

The form is acceptable mail as received at least two (2) calendar days before the day of the originally scheduled hearing.

Signature

Print Name

Phone Number

	City of Sarasota Intersection Safety Program P.O. Box 30369 Tampa, FL 33630-3369
	Violation Evidence Report
Contingency Number: _____	
Director Number: _____	
Discrepancy Number: 2018090802470226	
	

[illegible]

	City of Sarasota Information Safety Program P.O. Box 30368 Tampa, FL 33630-3368
	Violation Evidence Report
	Geograph Number
	Section Number
Investigator Number	201203000214 7/2/12
	

 City of Sarasota Intersection Safety Program P.O. Box 30385 Tampa, FL 33630-0385	
Violation Evidence Report	
Complaint Number DocId: Number Document Number 201020090010475636	
Document Information:	Violation Information:
Document Type: VIOLATION DATA REPORT Version: 1.0 Issue Date: 10/22/2014 Appearance Date: 11/05/2014	Violation Date / Time: 07/20/2014 04:20:03 PM Violation Location: Sunset Ave & Belton State St NE SARASOTA, FL Plate No. State: FL14UW FL Make / Model / Year: NISSAN / SENTRA Registered Owner: DONNA KAY MCNEEL Name / Address: 2117 CREAMPTON AVE SARASOTA Driver: DONNA J Name / Address: 2117 CR SARASOTA

City of Sarasota 2008 Adams Ln Sarasota, FL 34237		
Camera Log Report		
Document #	201008080217436	
Location	KDF10000 Tullee Ave & Bahia Vista St NW	
Event	Date / Time	Status
Onscreen/Offscreen	07/21/2010 01:02:10 AM	Onscreen/Offscreen
Onscreen	07/20/2010 04:28:03 PM	Onscreen/Offscreen
Onscreen/Offscreen	07/21/2010 02:30:23 AM	Onscreen/Offscreen

REDSPEED SYSTEM LOG REPORT

I, David Herrera, do hereby swear that

I am employed by RedSpeed

I am of sound mind, capable of making this certification, over the age of 18, and execute this certification based upon my own personal knowledge of RedSpeed's business and the method by which RedSpeed created, transmitted, and stored the information contained in the **RedSpeed System Log Report**

I am the duly authorized custodian of the **RedSpeed System Log Report**, and in such capacity I have authority to certify the **RedSpeed System Log Report** is a true and correct copy of an original record maintained by RedSpeed

The **RedSpeed System Log Report** referenced below is a copy of a business record which was made automatically by the RedCheck Violation Processing System, at or near the time of the self-test of the automatic red light enforcement system

I certify that the testing that was conducted and is contained in the **RedSpeed System Log Report** is a regular practice in the course of RedSpeed's regularly conducted business activities and is kept in ordinary course of RedSpeed's regularly conducted business activities

I DECLARE UNDER PENALTY OF PERJURY IN THE STATE OF FLORIDA THAT THE
AFOREMENTIONED INFORMATION IS TRUE AND CORRECT



RedSpeed System Log Report
07/20/2018

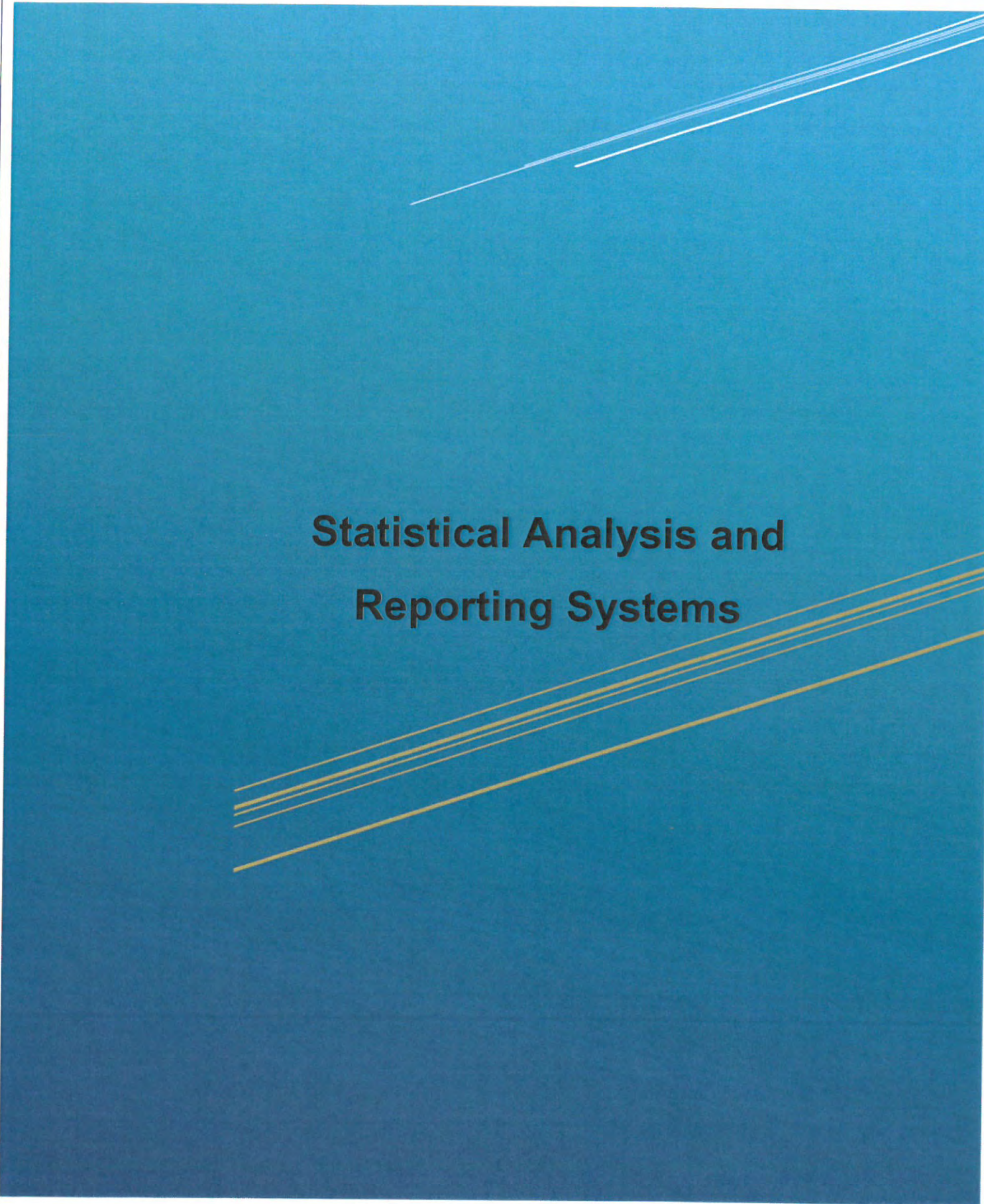
Location: RSFL0008 Tuttle Ave & Bahia Vista St NE
Date: 07/20/2018
Event Time Status

Automated Self Test 02:00 16 AM All Tests Passed

 City of Sarasota Information Safety Program P.O. Box 38363 Tampa, FL 33630-3363	
Violation Evidence Report	
Complaint Number:	
Officer Number:	
Dispatch Number:	201622000010168 05
NOTES	
Date:	Entered By:
Administrative Hearing	Francisco Acosta
Administrative Hearing Scheduled	Francisco Acosta
Add Offense Document	Francisco Acosta
Arrested	Francisco Acosta
Notice of Violation	Francisco Acosta
Appointee by Police	Francisco Acosta
Appointee by Supervisor	Francisco Acosta
FLCADA response to event	Francisco Acosta
Filed for FLCADA	Francisco Acosta
Response by Supervisor	Francisco Acosta
Report into system	Francisco Acosta

Responsible for Associated Hearing Costs

RedSpeed assumes responsibility for providing all relevant digital evidence relevant to school zone speed violations issued by the program for presentation at in-person hearings. RedSpeed also agrees to provide, upon request with advance notice, a representative capable of providing expert testimony on the theory, operation, and functional capabilities of the camera system. Upon request, RedSpeed shall also work with City-identified individuals to educate them on all facets of the system, preparing them to provide expert testimony if necessary.



Statistical Analysis and Reporting Systems

Statistical Analysis and Reporting Systems

The RedCheck™ Violation Processing and Document Management System includes numerous pre-configured reports to provide municipal clients with detailed statistics pertaining to all aspects of their photo enforcement program. These reports have been designed based upon requests from existing clients and can certainly be customized to meet any specific requirements of the City. All reports are accessible online by authorized municipal users at any time.

Payment by Camera Location

RedSpeed® Florida, LLC

2099 Adams Ln
Sarasota, FL 34237

Payment By Camera Location

Submission Criteria			Sort by: LOCATION			In Collections: ALL		
From Date: 08/01/2018		To Date: 08/31/2018		Violation Type: ALL		Payment Status: All Payments		
Transaction Date	Status	User Id	Payment Channel	Payment Type	Terminal Number	Notice Number	Applied Date	Applied Amount
08/30/2018	Applied	SYSTEM	Lockbox	Paper Check	1371000002017	2010200002039168	08/30/2018	\$158.00
08/30/2018	Applied	SYSTEM	Lockbox	Paper Check	1371000002017	2010200002707294	08/30/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200002779947	08/31/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200002208225	08/31/2018	\$158.00
08/31/2018	Applied	SYSTEM	Web	Credit Card	Q38058-35	2010200001982826	08/31/2018	\$158.00
Washington Blvd & Fruitville Rd N/B				128	\$20224.00			
Total Transactions:				966	Total Amount: \$152593.27			

Violation Status by Location

RedSpeed® Florida, LLC

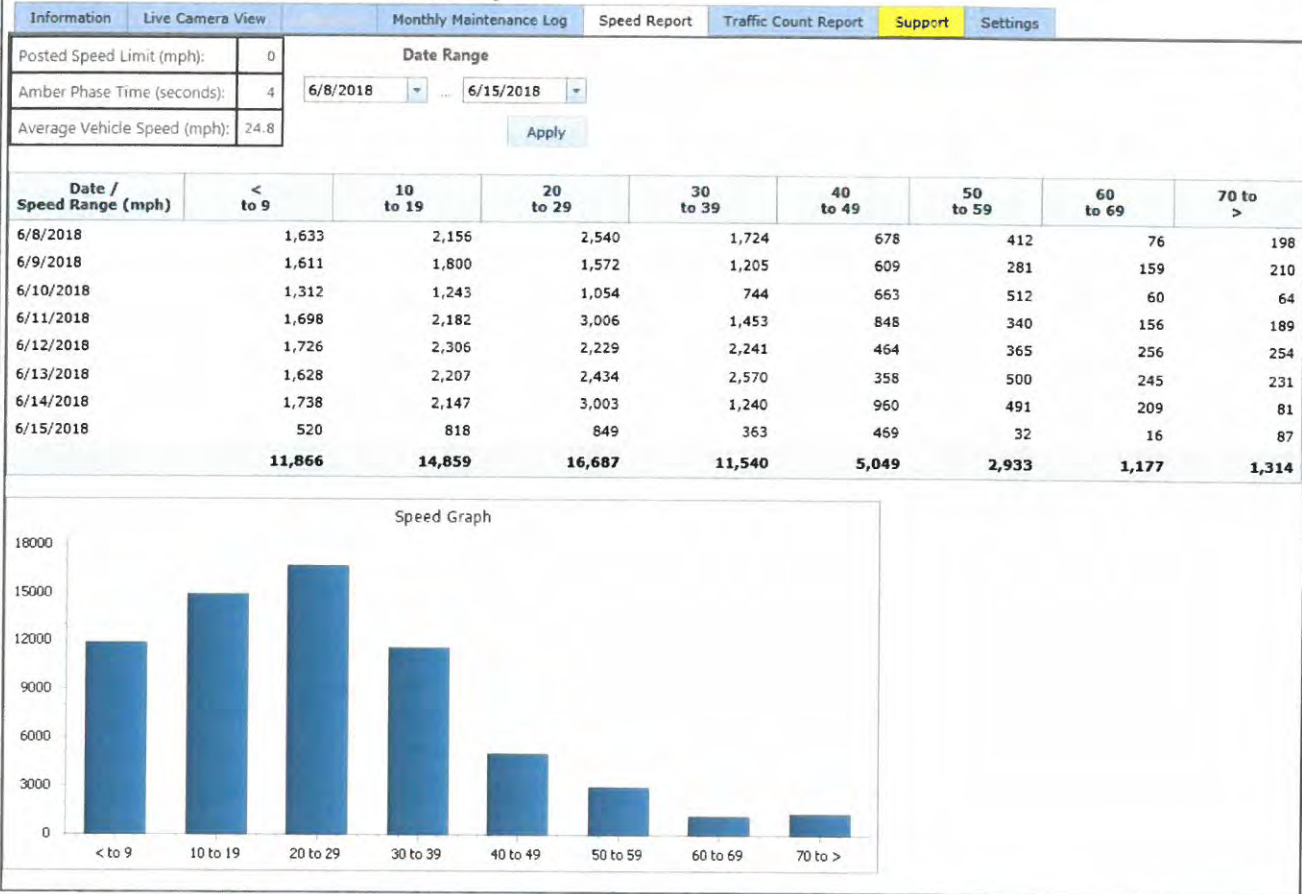
VIOLATION STATUS BY LOCATION (based on violation date)

Date: 08/01/2018 - 08/31/2018

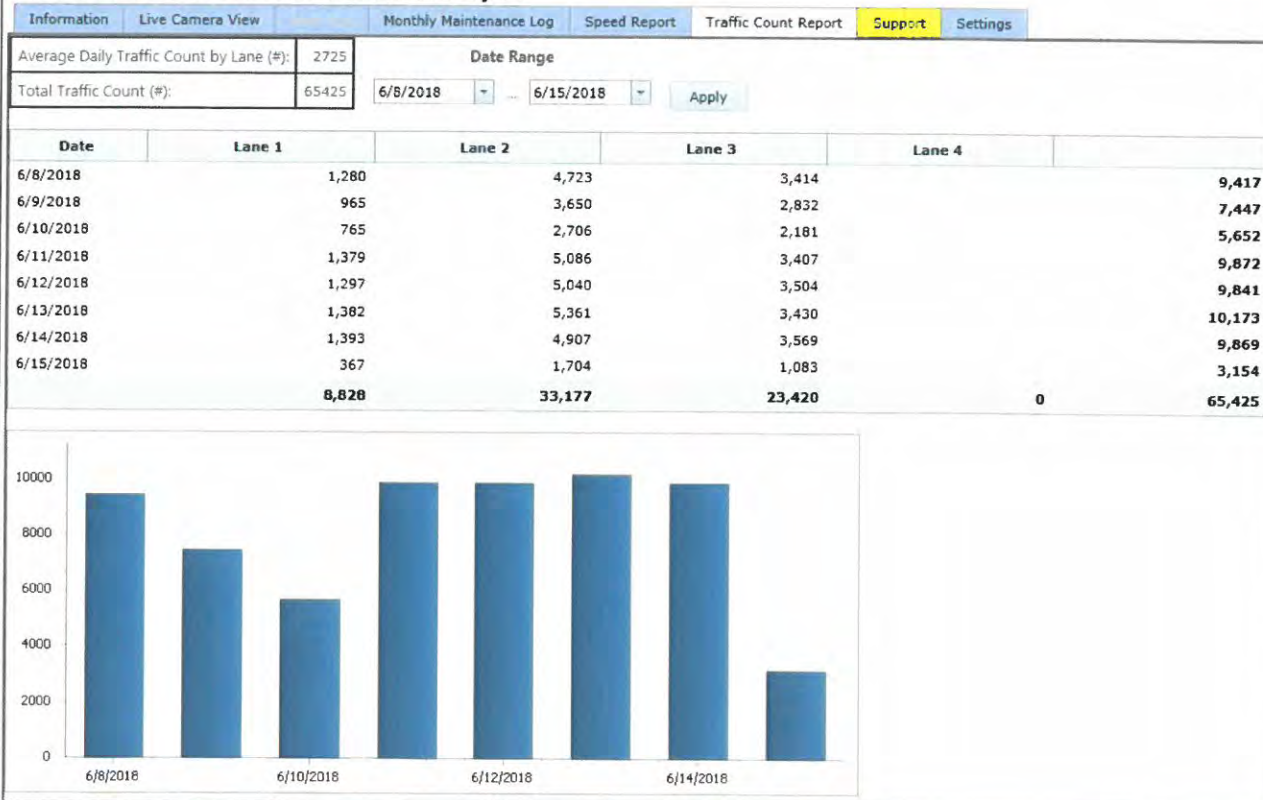
LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN HEARING	FINAL ADMIN ORDER	REGISTRATION HOLD	UTC ELIGIBLE	UTC
Tuttle Ave & Bahia Vista St S/B	82		503	65	32	1			1	
Bahia Vista St & S Tuttle Ave E/B	52		157	44	22				1	
Tuttle Ave & Bahia Vista St N/B	90		270	84	38	1				
Beneva Rd & Fruitville Rd S/B	49		178	42	18				1	
Tuttle Ave & Fruitville Rd S/B	403		421	342	188	4	2		6	
Fruitville Rd & N Tuttle Ave W/B	174		810	117	68					
Lockwood Ridge Rd & Fruitville S/B	110		1139	59	29				3	
Fruitville & N Lockwood Ridge W/B	7		73	6	1				1	
Fruitville & N Lockwood Ridge E/B	58		132	52	30				1	
Tamiami Trail & University Pkwy N/B	169		1181	34	10				1	
Tamiami Trail & University Pkwy S/B	166		321	143	57				4	
Tamiami Trail & Bee Ridge Rd N/B	70		231	62	34	1			1	
Tamiami Trail & Bee Ridge Rd S/B	361		449	300	175	2			3	
Bee Ridge Rd & Tamiami Trail W/B	29		118	28	18					
Tamiami Trail & Bahia Vista St N/B	79		262	74	32				1	
Tamiami Trail & Bahia Vista St S/B	137		262	124	64				3	
Washington Blvd & Fruitville Rd N/B	189		374	151	73				2	
Fruitville & N Washington Blvd E/B	205		588	177	93	2	1		5	
Washington Blvd & 17th St S/B	139		1281	34	14					
Tamiami Trail & Siesta Dr N/B	248		2191	48	17				1	
	2817		10941	1986	1013	11	3		35	

Traffic Count and Speed Analysis

Tuttle Ave & Bahia Vista St S/B



Tuttle Ave & Bahia Vista St S/B



Officer Approval Report

RedSpeed® Florida, LLC

CORAL GABLES
2801 Salredo St
Coral Gables, FL 33134

Officer Approval Report

Submission Criteria

From Action Date: 08/01/2018

To Action Date: 08/31/2018

Violation Type: ALL VIOLATION TYPES

Officer	Violations Reviewed # of Violations	Violations Approved # of Accepted	Violations Rejected # of Rejected	% Approved
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	984	694	290	70.528
	0	0	0	0.000
	0	0	0	0.000
	0	0	0	0.000
	1	0	1	0.000
	0	0	0	0.000
Totals:	985	694	291	70.457

Rejection Factors	Count
ADMINISTRATIVE DECISION	26
DMV - NO MATCHES OR RECORDS	6
SLOW ROLL - RIGHT TURN	258

Review Overpayments and Underpayments

RedSpeed® Florida, LLC

2099 Adams Ln
Sarasota, FL 34237

Review Overpayments and Underpayments

Submission Criteria

From Date: 04/01/2019

To Date: 04/07/2019

Violation Type: ALL

In Collections: ALL
Payment Status: All Payments

Overpayment

Payment Date	Payment Channel	Payment Type	Terminal Number	Notice Number	Applied Date	Balance Before Payment	Received Amount	Return	Payment Received on Status
04/01/2019	Lockbox	Paper Check	1371000002017	2010200002977509	04/01/2019	-\$265.00	\$158.00	\$423.00	Uniform Traffic Citation
04/01/2019	Lockbox	Paper Check	1371000002017	2010200003605099	04/01/2019	\$0.00	\$158.00	\$158.00	Uniform Traffic Citation
04/01/2019	Lockbox	Paper Check	1371000002017	2010200005075406	04/01/2019	\$158.00	\$159.00	\$1.00	Notice Of Violation

Payment Detail Report

RedSpeed® Florida, LLC

Form Date: 10/01/2018 To Date: 10/01/2018

Client	Notice Number	Name	Violation Date	Trans Date	Payment Method	Payment Type	Deposit Date	Payment Amount	Service Fee	Payment Status	General Revenue Fund	Health Administration Fund	Brain and Spinal Fund	Location Code	Location Intersection	Payment Bank ID	Payment Applied to Fine	Payment Applied to Fee	Escrow
Florida, Sarasota	2010200002962993		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0018	Tamiami Trail & Bee Ridge Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002711118		08/06/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0023	Frutville & N Washington Blvd E/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200003129782		09-12-2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0008	Tuttle Ave & Bahia Vista St S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002544807		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002589456		07/29/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0016	Tamiami Trail & University Pkwy S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002253185		07/04/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0016	Tamiami Trail & University Pkwy S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002963359		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0020	Tamiami Trail & Bahia Vista St N/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002500603		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0023	Frutville & N Washington Blvd E/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002978321		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002982420		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0021	Tamiami Trail & Bahia Vista St S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002565572		07/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0021	Tamiami Trail & Bahia Vista St S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200003134880		09/12/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002983442		07/13/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0014	Frutville & N Lockwood Ridge E/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002989280		08/23/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002979636		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0022	Washington Blvd & Frutville Rd N/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002801814		08/16/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0014	Frutville & N Lockwood Ridge E/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002548543		07/26/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0019	Bee Ridge Rd & Tamiami Trail W/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002779670		08/14/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002981099		08/30/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0018	Tamiami Trail & Bee Ridge Rd S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002572125		07/28/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0011	Frutville Rd & N Tuttle Ave W/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002524204		07/24/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0024	Washington Blvd & 17th St S/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002519075		07/28/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0025	Tamiami Trail & Seesta Dr N/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002575844		07/26/2018	10/01/2018	Telephone	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0020	Tamiami Trail & Bahia Vista St N/E	1	\$158.00	\$0.00	\$0.00
Florida, Sarasota	2010200002964019		08/27/2018	10/01/2018	Web	Credit Card	10/01/2018	\$158.00	\$7.90	Applied	\$70.00	\$10.00	\$3.00	RSFL0010	Tuttle Ave & Frutville Rd S/E	1	\$158.00	\$0.00	\$0.00

Escrow	\$0.00
Hearings	\$0.00
City	\$9000.00
State	\$9960.00
Total	\$18960.00

10/18/2018 04:01 PM

Page 1 of 5

Hearing Schedule and Decision Report Report

RedSpeed® Florida, LLC

2099 Adams Ln
Sarasota, FL 34237

Hearing Schedule

Submission Criteria

From Hearing Date: 09/01/2018 To Hearing Date: 09/30/2018

Hearing Type: HEARING

Hearing Location: Sarasota City Hall, Annex Building 1st Floor, 1565 1st Street

Hearing Date: Thursday, September 6, 2018 03:30 PM

Notice Number	Defendant	Officer Name	Disposition	Reason	Fine Amount	Court Fee	Total Due	Due Date	Notes
2010200001300206		Y OFC. JOHN LAKE	PAID	NO DEFENSE	\$158.00	\$0.00	\$158.00	12/14/2018	
2010200001773213		MICHELLE RINACA	PAID	GENERAL DENIAL	\$158.00	\$50.00	\$208.00	10/06/2018	
2010200002113112		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$50.00	\$208.00	12/06/2018	
2010200002547886		MICHELLE RINACA	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/06/2018	
2010200002257485		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/06/2018	
2010200002464741		MICHELLE RINACA	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	
2010200001731955		OFC. DAVID KENNEDY	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	
2010200002159705		CLIFFORD CESPEDES	UPHELD	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	12/07/2018	

Upheld: 3 Dismissed: 0 Paid: 5 Total: 8

Hearing Date: Thursday, September 20, 2018 03:30 PM

Notice Number	Defendant	Officer Name	Disposition	Reason	Fine Amount	Court Fee	Total Due	Due Date	Notes
2010200002448225		CLIFFORD CESPEDES	PAID	GENERAL DENIAL	\$158.00	\$0.00	\$158.00	10/27/2018	
2010200001737922		MICHELLE RINACA	UPHELD	NO DEFENSE	\$158.00	\$50.00	\$208.00	10/27/2018	

Upheld: 1 Dismissed: 0 Paid: 1 Total: 2

Upheld: 4 Dismissed: 0 Paid: 6 Grand Total: 10

Ad Hoc Reports

The ability to generate ad hoc reports is available in addition to the pre-designed reports available thru RedSpeed's proprietary RedCheck violation processing software. Authorized municipal users can establish data parameters, exporting the information into pre-selected chart, graph or table formats.

192.168.214.199

Ad Hoc Reporting

Columns
Drag the columns from the left side into the table in the middle to display them in your report. Drag them into the outer right table to use them for sorting.

Data

- Id
- Name
- USASState
- City
- Address
- Zip
- Ordinance
- StartDate
- WarningPeriod
- TicketCost
- InsufficientAmount
- PartialAmountPenalty
- IncreaseAmount
- ORINumber
- Active
- NumberOfSites

Columns

- Municipalities.City
- Municipalities.Address
- Municipalities.Zip
- Municipalities.Ordinance
- Municipalities.StartDate
- Municipalities.ORINumber
- Municipalities.NumberOfSites

Sorting

- Municipalities.City

Drag Columns from Here

Drop Data Here

Drop Data Here

Ad Hoc Reporting

Visual Database Wizard
Drag the database tables into the right-hand area to use their data for your report.

local

- dbo
 - Table
 - Table_1
 - View
 - Municipalities

Municipalities

- Id
- Name
- USASState
- City
- Address
- Zip
- Ordinance
- StartDate
- WarningPeriod
- TicketCost
- InsufficientAmount
- PartialAmountPenalty
- IncreaseAmount
- ORINumber
- Active
- NumberOfSites

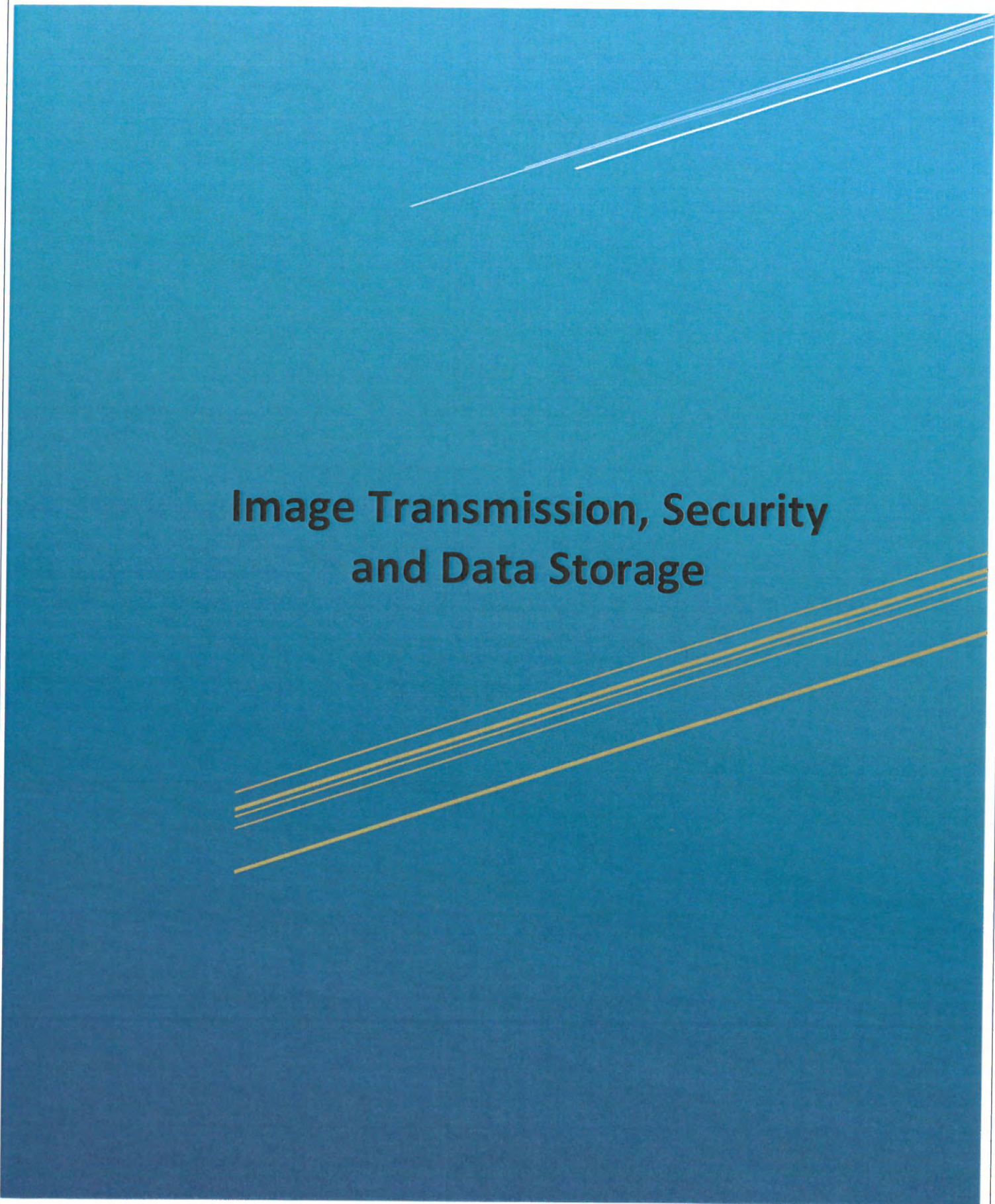


Image Transmission, Security and Data Storage

Data Security

From RedSpeed's inception, RedCheck™ back-office system was developed to maintain the highest levels of security. RedCheck™ and the systems that support the program are hosted at a state-of-the-art DuPont facility just outside Chicago which provides 24/7/ security staff, video surveillance and dual-factor authentication via biometric and proximity scanners to limit access to only authorized users.

RedSpeed recently completely overhauled its entire infrastructure to mirror the same system security software used by the US Military, DARPA, Raytheon and NASA. A wide range of technologies, including on-prem agent software, firewalls, security certificates, all report to a centralized intuitive system that automatically identifies and remediates outbreaks and threats via SaaS threat intelligence data identification. This multi-layered approach ensures the availability and integrity of the data as well as the system itself are fully protected.

Enterprise level Next-Gen Intrusion Prevention System (NGIPS) Cisco firewalls with Cisco's FirePOWER AMP modules scan all incoming network connections. All connections are filtered through a set of Access Control Lists (ACL's) and allowed protocols. RedSpeed's email system is protected by NGIPS using geofencing and Exchange 365 heuristic filters to only allow emails from the United states and anyone outside that region must be white listed. Malicious messages automatically get discarded when embedded code is detected by filters. All the NGIPS FirePOWER syslog node points (Cisco networking devices) and AMP agents report back to the latest security information and event management (**SIEM**) LogRhythm software. Outgoing user connections are monitored via Cisco Umbrella (formerly OpenDNS) SaaS DNS services for malicious activity and policy-based proxy filters which also report back to the SIEM for closer analysis.

The proprietary RedCheck™ and SiteOps™ web sites are protected with SSL security certificates to provide authorization and authentication services to users. All data transfers are also encrypted to prevent data snooping. Each authorized user has a unique login and a complex password comprised of a minimum of 7 characters. During log-in, all users are validated against a Kerberos secured Microsoft Active Directory database.

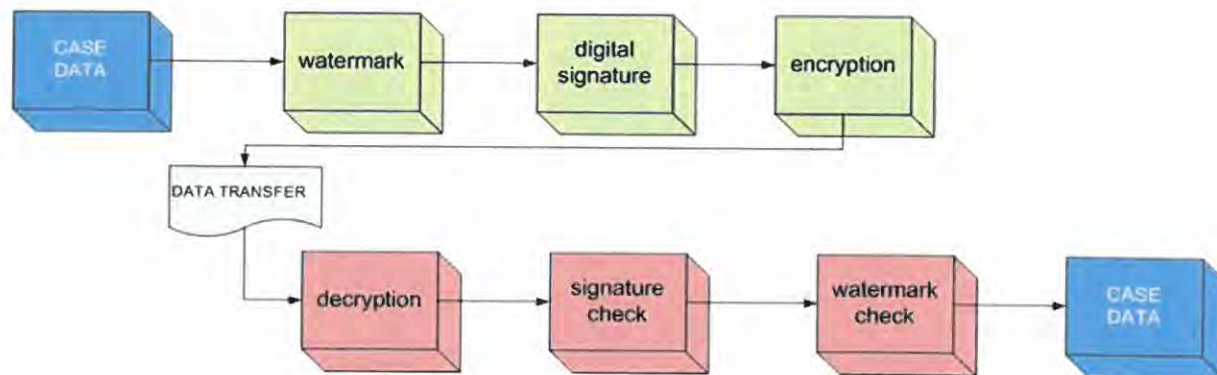
User account access is also defined thru permissions applied using role-based templates. Each user has a specific set of roles that will allow them to perform limited actions. If the user's account has not been granted access to a specific role, the user will not be able to perform that function. This prevents users from gaining access not previously authorized or applied. Additionally, all user activities are audited within a Microsoft SQL Database and the SIEM with logs retained and backed up at another site using VEEAM multi-site replication backups per CJIS policy for data retention.



The reliability and speed of the RedCheck™ system is never in question, as the data backup, disk redundancy, and network speed have been optimized for multiple connections. A fully managed fiber-optic internet connection into the facility allows for hundreds of concurrent connections to access the live database without any decrease in performance. This would also include a full copper redundancy back up line. Our server cluster provides reliability and a high percentage of available uptime. This type of network configuration will guard against loss of data entry and information integrity degradation.

Unlike many vendors who rely on antiquated magnetic tapes for storage, these purged images and video are stored digitally on a full secondary back up system, as well as being stored in the cloud. This data can be easily accessed on request of the municipality. All data can be sorted and organized into relevant reports.

The RedCheck™ system secures the integrity of violation data by using a combination of digital signature, Public Key Cryptography Infrastructure (PKI), and Virtual Private Network (VPN) technology. Each violation is assigned a unique digital signature before being encrypted. Using PKI requires a pair of keys to successfully decrypt and import the violation. One half of the key resides in our data center and the other half resides inside the camera system. Both keys must match exactly for the violation data to be decrypted and the digital signature verified. If one part of the process does not match, the violation will not be imported. While PKI protects the violation data, the VPN protects the data transfer to RedSpeed's back office. The VPN uses many high levels of encryption to ensure no tampering has occurred during transmission as demonstrated in the following flow chart:



A secure room has been established to allow access to the Nlets database. Equipped with computer terminals running on a system completely independent of main system servers, a limited number of authorized users who have passed stringent security checks and finger printing are able to access Nlets information. Requiring a unique access pass card which is restricted to only business hours Monday thru Friday, users are monitored by security cameras while using the terminals in securely controlled spaces remotely.

RedSpeed further safeguards the security of the RedCheck system and violation data by maintaining high levels of security at the Lombard headquarters and processing facility. Employees are assigned access scan cards which allow them to enter the building thru two specific entrances monitored by external card reader entry systems. As a result, Management is able to track the time and date any individual has entered or departed the facility. Within the building access to specific departments, such as the printing and mailing department, is available only to authorized users during specific times of day.

RedSpeed has also augmented its staff to include 365 24/7 NOC (also FBI background cleared) for monitoring and remediation to ensure that our systems are always running. This incorporates the latest monitoring software of all nodes by SolarWinds Orion and LogRhythm for event notifications.

Data Archival

RedSpeed will securely archive all enforceable violation data (still images, video clip, notice copies, correspondence) related to individual violations for no less than five years after the final disposition of a case.

Public Awareness and Training

Public Awareness

Recognizing community support, cultivated thru education, is paramount to the continued success of Alpharetta's program. RedSpeed will work closely with the City to ensure the existing message remains consistent. These materials designed to educate the community about the objectives of the School Zone Speed Photo Enforcement Program and its applicability to improve traffic safety (and benefit all residents) will be provided prior to deployment and for the duration of the partnership. The continuous dissemination of accurate information will ensure continued community support and eliminate the potential for speculation and misinformation.

With the City's approval the media materials will include:

- City Specific Flyers based upon the results of the speed studies for community publications,
 - City specific "Frequently Asked Questions" document for upload to the municipal website and for distribution thru City identified channels.
 - Map detailing the locations at which Photo Enforcement is being utilized. This can be disseminated with printed material or posted to the City's website,
 - Posters urging residents to "Slow in the Zone" for display throughout the community. Posters are customized with both Speed Enforcement Locations and the Municipal Website where residents may view the Frequently Asked Questions document and location maps.
- ✓ Print News Releases announcing the City's plan to continue utilizing School Zone Speed Enforcement technology,
 - ✓ Newsletter Articles for community publications,
 - ✓ City specific "Frequently Asked Questions" document for upload to the municipal website.
 - ✓ 11"x17" Glossy Posters to display throughout the community directing residents to visit the Alpharetta Public Safety Department website for additional information.

Help Them Show Up...



Slow Up!

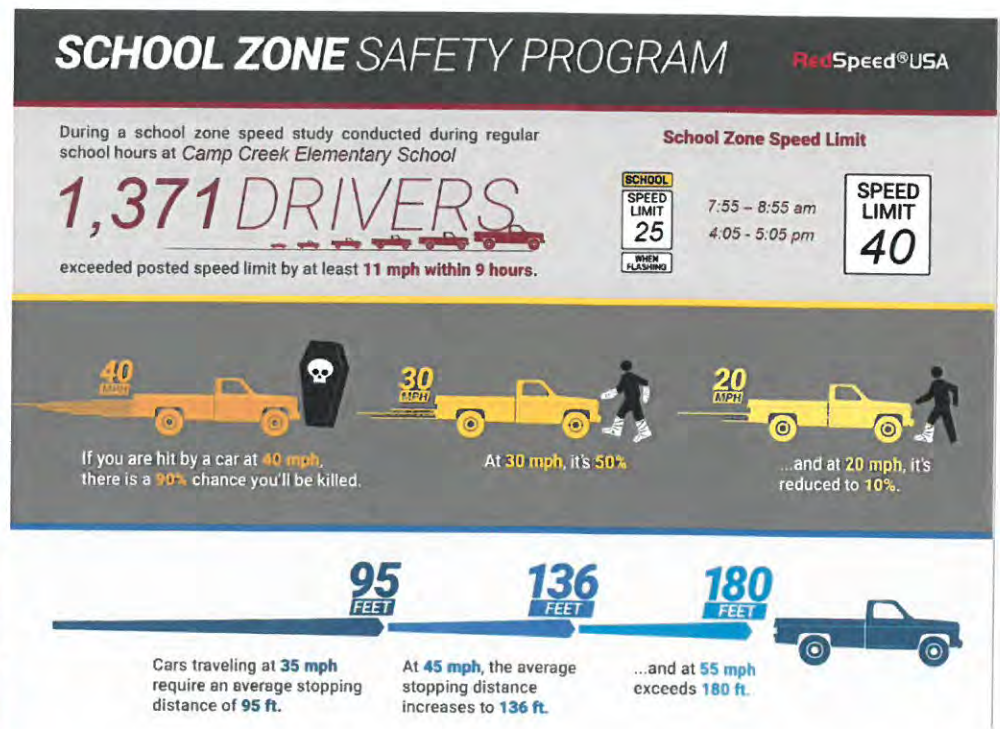
For Information on the City of Alpharetta's School Zone Speed Enforcement Program Visit www.Alpharetta.ga.us

Help Them Show Up...



Slow Up!

For Information on the City of Alpharetta's School Zone Speed Enforcement Program Visit www.Alpharetta.ga.us
Public Safety Department Page



Municipal Personnel Training & Training Materials

RedSpeed believes the success of the program is dependent upon every authorized municipal agent involved having a thorough and solid understanding of all operational elements of the School Zone Speed Enforcement program. As such, top priority will be given to ensuring authorized personnel involved with the City's program will receive customized training that addresses each core component of the RedCheck™ and SiteOps™ systems.

Beginning with an initial "Business Rules" meeting to outline RedSpeed's project approach, no aspect of the program is overlooked without full disclosure and discussion.

Business Rules Topics include:

- GDOT constraints and timelines
- Launch Schedules – locations, dates, Warning period, public awareness campaign
- Equipment – what equipment will be supplied, installation guidelines, Training
- Violation Review – Initial screening (if City prefers RedSpeed violation review personnel conduct an initial screening), Officer review and approval / rejection, Notice mailing
- Hearing Process – existing process, role of City, clerks, payment process, scheduling, and violator notification
- Revenue Collection and Reporting – Various methods of submitting payment, reconciliation of payments and funds disbursements to City.

Site Visit:

The RedSpeed Project Manager will take City personnel out to an enforced intersection to familiarize them with the system's hardware:

- Camera Enclosure
- Vehicle Detection
- Processor
- Pole
- Electric connections
- Placement of Required Signage



- On-site, classroom style training, in addition to one-on one hands-on instruction, will be conducted by a RedSpeed representative, with all necessary training materials provided by RedSpeed.
- On-site training will be provided at no cost for as many individuals as the City requests, to ensure all personnel are fully versed on the system. Scheduling will be based upon the most convenient times for City personnel.
- Major topics within RedCheck™ include navigating the violations summary and details screen to access violations, approving, and rejecting violations and generating the various customized reports available thru the system.
- This training will be supplemented by on-going support and additional "refresher courses" for existing personnel, as well as training for new personnel as needed.
- SiteOps™ training will explore the many facets of the system. Personnel will learn how to utilize the Live View module and the steps involved with accessing and downloading archived video footage.

Ongoing support for all municipal users will be provided by the same individuals providing the training. These individuals will be available at any time to address any of the City's questions or requests.

RedSpeed provides detailed, screen-by-screen function related training materials for all City personnel. As staff adjustments are made, RedSpeed will provide additional materials to ensure all active participants in the program have their own reference manual. Upon request, refresher training will be provided for both existing and new personnel at no cost to the City.

Tab 3
Proposer
Qualifications

Company Profile

RedSpeed Georgia, LLC was established in 2018 and is a subsidiary of RedSpeed USA and RedSpeed International, Ltd., which designs, develops and manufactures enforcement systems. RedSpeed International is a 30-year-old United Kingdom based company and the documented leader in the research, development, manufacture, and installation of digital camera systems which capture vehicle speed and red-light violations with the highest level of accuracy. The main corporate function is to market the RedSpeed range of traffic related equipment for traffic law enforcement. Products are manufactured mainly for police/traffic departments, highways agencies, local and state government law enforcement agencies, safety camera partnerships, civil engineers and road construction agencies.

RedSpeed International's global market presence includes:

- United Kingdom
- Northern Ireland
- India
- Kazakhstan
- South Africa
- Spain
- Brazil
- Italy
- Mexico
- Panama



RedSpeed® Corporate Headquarters

RedSpeed USA and its subsidiary RedSpeed Georgia are located in Illinois.

BUSINESS NAME AND OFFICE ADDRESS

RedSpeed Georgia
400 Eisenhower Lane North
Lombard, IL 60148

Point of Contact to whom all correspondence should be sent and Authorized Signer on behalf of RedSpeed Georgia:

Robert Liberman
Managing Director
630-317-5710 Office Direct
630-424-0217 Facsimile

Robert.Liberman@RedSpeed-USA.com

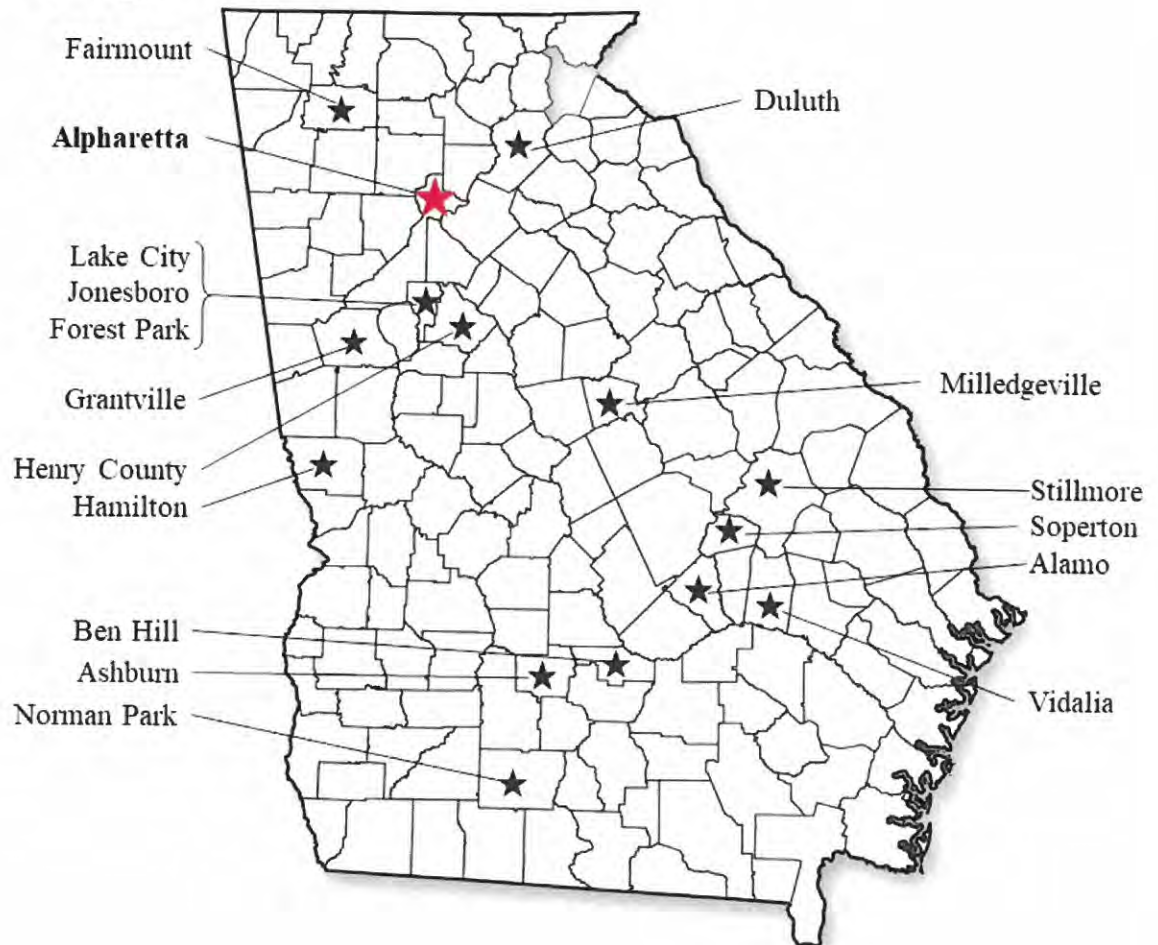
RedSpeed's capability to meet Alpharetta's requirements are exemplified in its 13 years of operating performance within Illinois, Iowa and Maryland. Our dedicated team of over 85 individuals has worked hand-in-hand with these communities, developing installation policies and procedures, identifying potential locations, developing workflows for permit acquisition and program launch. These programs were customized to strictly adhere to State Law, as well as tailored to meet the individual requests of each community. ***This is exactly the type of personalized service the City of Alpharetta can expect by partnering with RedSpeed.***

RedSpeed's adaptability and commitment to customer service have enabled us to successfully meet and exceed the expectations of 66 Maryland, Illinois, Florida and Iowa clients over 13 years. Additionally, RedSpeed is honored to have been selected for the first sixteen (16) and growing automated safety programs in Georgia.

RedSpeed Georgia is currently contracted to provide School Zone Speed Enforcement technology to the Georgia municipalities appearing below in black. No other vendor has our capability, investment or experience working with G-DOT and other stakeholders.

It would be a great privilege to be selected by Alpharetta to install a world-class cutting-edge program.

RedSpeed® Georgia



VENDOR REFERENCES

The following references are for Maryland Communities currently utilizing the School Zone Speed Enforcement technology presented in this proposal.

- (1) Client Name: **City of District Heights**
- (2) Address: 2000 Marbury Drive
- (3) City, State, Zip Code: District Heights, MD 20747
- (4) Project Contact: Troy Harrison
- (5) Telephone Number: 301-336-1400
- (6) Email: harrisont@districtheights.org
- (7) Contract Award Date: Contract awarded 1/29/2010

- (1) Client Name: **City of Annapolis**
- (2) Address: 199 Taylor Avenue
- (3) City, State, Zip Code: Annapolis, MD 21401
- (4) Project Contact: Captain Mark Seidel
- (5) Telephone Number: 410-268-3000
- (6) Email: mseidel@annapolis.gov
- (7) Contract Award Date: 8/1/2012

- (1) Client Name: **Town of Snow Hill**
- (2) Address: 216 W. Green Street
- (3) City, State, Zip Code: Snow Hill, MD 21863
- (4) Project Contact: Mark Townsend
- (5) Telephone Number: 410-632-2447
- (6) Email: townsend@snowhillmd.com
- (7) Contract Award Date: 1/6/2012

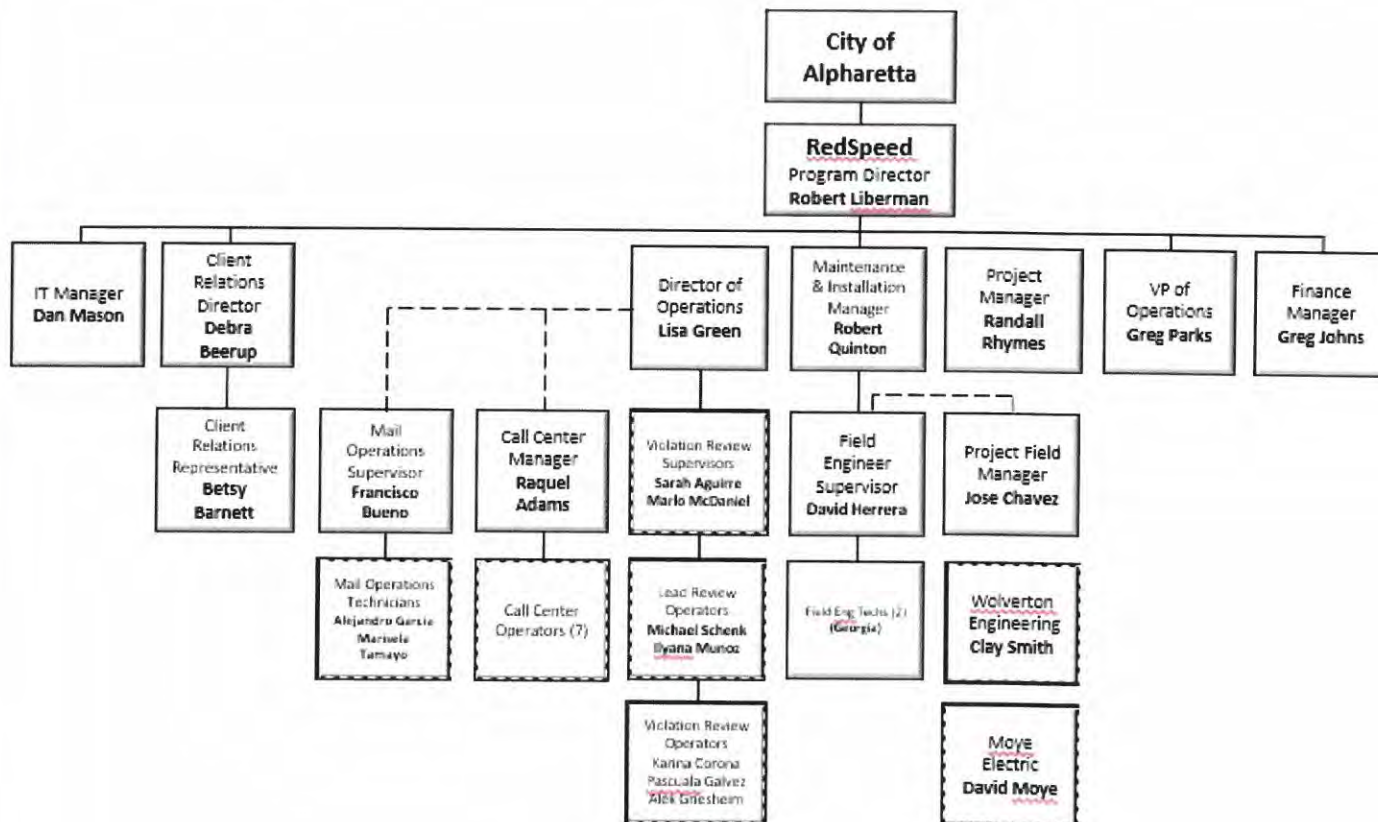


- (1) Client Name: **Town of Chestertown**
- (2) Address: 601 High Street
- (3) City, State, Zip Code: Chestertown, MD 21620
- (4) Project Contact: Chief Adrian Baker
- (5) Telephone Number: 410-778-1800 extension 14
- (6) Email: baker@chestertownpolice.com
- (7) Contract Award Date: 10/13/2011

- (1) Client Name: **Town of Pittsville**
- (2) Address: 7505 Gumboro Road
- (3) City, State, Zip Code: Pittsville, MD 21850
- (4) Project Contact: Chief Robert Harris
- (5) Telephone Number: 410-835-8872
- (6) Email: pittsvillecop@gmail.com
- (7) Contract Award Date: 4/23/2018



The organizational chart below identifies the structure and reporting lines for the City of Alpharetta project. These individuals have extensive knowledge in launching and supporting automated enforcement programs and have played integral parts in the enforcement programs operated within, Maryland, Iowa Florida, and Illinois.



REDSPEED® KEY PERSONNEL

RedSpeed understands that the success of Alpharetta's School Zone Speed Enforcement Program will require an experienced team of individuals. We have assembled a comprehensive implementation and management team comprising seasoned industry professionals who have worked hand-in-hand with existing Maryland Speed Enforcement clients representing each key service delivery culture –Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects:

Robert Liberman – Program Director

Years with RedSpeed : 13 years

Founding member of RedSpeed

Education: Bachelor of Science, Information Systems

Project Responsibilities:

Robert Liberman has been with RedSpeed since its inception in 2006 and brings over 17 years of expertise to the RedSpeed team. As a Financial Information Systems Analyst with JP Morgan, he was responsible for the design and development of Financial Applications Software. He has served as a Senior Project Manager with Morgan Stanley, Sun Microsystems and Prudential Financial. Upon joining the RedSpeed organization, he drew upon this extensive managerial background to grow the company from concept to a leader in Automated Photo Enforcement within Illinois. Under his direction, the company grew to service over 65 municipal clients by offering industry leading customer service and technology. Mr. Liberman was instrumental in establishing all of RedSpeed's business practices, including client management, back office operational procedures, finance, IT and governmental relations. Mr. Liberman personally selected and trained all RedSpeed's key senior staff members, all of whom are still employed with RedSpeed.

Greg Parks - Vice President of Operations

Years with RedSpeed: 3 years

Education: Bachelor of Arts, Economics

Instructor Certification – International Police Management Institute, Univ. of North Florida

Project responsibilities:

Possessing over 23 years of public sector service experience, Mr. Parks has been an integral contributor in the development of Automated Photo Enforcement Programs throughout the state of Florida and Georgia. In 2010 he played a significant role in the passage of the Mark Wandall Safety Act and has worked tirelessly with the Florida State Legislature and League of Cities to defend against repeal Bills presented in the legislative sessions. During his 10 years advocating the merits of red-light camera programs, no individual has amassed the wealth of expertise specific to these programs as Mr. Parks. His knowledge base encompasses all aspects of the programs from passing State and Local legislation, to ensuring compliancy laws are met and new programs are successfully launched. This expertise will prove invaluable as the State of Georgia launches new School Zone Speed Enforcement Programs.

Robert Quinton – Field Engineering Manager

Years with RedSpeed: 12 years with RedSpeed

2 years with RedSpeed International.

Education: Bachelor of Science, Electrical Engineering

Project Responsibilities:

Rob Quinton brings over 26 years' experience to the project with extensive education and training in electrical engineering. In his current role, Mr. Quinton oversees the operation and maintenance of 160+ red light and speed enforcement cameras while managing a team of field engineers in multiple states. He possesses extensive knowledge in Analogue and Digital Systems Design, Software Development, and Communication Systems.

Mr. Quinton will be responsible for directing the extensive training provided to all RedSpeed Field Services Engineers relating to equipment installation and maintenance, as well as establishing workflows and maintenance assignment schedules. He will direct all work performed by not only the Field Services Engineers, but also maintenance performed by the subcontractors. Mr. Quinton will be responsible for ensuring that any service issues are handled swiftly and correctly.

Debra Beerup – Director of Client Relations & Marketing

Years with RedSpeed: 12 years

Founding member of RedSpeed

Education: Bachelor of Arts, Organizational Communications and Marketing

Project Responsibilities:

Debra Beerup brings over 30 years of Project Management, Marketing and Sales experience to support the City's program. As a founding member of the RedSpeed team, Ms. Beerup joined the company as the Director of Marketing, responsible for the creation of all community awareness and training materials. Her role was expanded to encompass client relations and project management, based upon her proven track record of delivering on time projects and consistently exceeding client expectations. She has also worked closely with City personnel and the RedSpeed programming staff to customize the RedCheck Violation Software to meet the client's needs and implement community specific "wish list" items as new programs were launched within Maryland, Iowa and Florida. She will bring this commitment and enthusiasm to the City of Alpharetta's program.

Jose Chavez – Field Project Manager

Years with RedSpeed: 12 years

Founding member of RedSpeed

Education: Bachelor of Science, Technical Management

Project Responsibilities:

Jose Chavez brings over 17 years' experience in technical support and test engineering management. In his current position with RedSpeed, Mr. Chavez has been responsible for overseeing the planning and execution of all existing suburban installations, from initial site and traffic study evaluations thru obtaining GDOT approval. His role on the Alpharetta project will be as liaison between all sub-contractors, sub-consultants, field engineers and City personnel. Working in conjunction with Robert Quinton, Mr. Chavez will be responsible for all field engineer training, assignment, and performance evaluation.

Lisa Green – Director of Operations**Years with RedSpeed: 12 years****Founding member of RedSpeed****Education:** Associate in Business Management**Project Responsibilities:**

Lisa Green will manage all the operational functions of the Lombard based Violation Reviewers responsible for the initial violation review, as well as the Printing and Mailing Room personnel responsible for preparing the Violation Notices. Ms. Green has played a pivotal role in the development of RedSpeed's violation review program. Since joining the RedSpeed team, her department has quadrupled in size, and she has taken the lead in developing every facet of the department's work guidelines. Her accomplishments have included designing and implementing the reviewer training agenda, operating manual, and training modules. She has established daily operator productivity goals and reports, as well as a quality assurance monitoring and evaluation program. Ms. Green will bring this valuable and proven hands-on experience to the City's program, creating the same quality and results driven department she established to successfully support RedSpeed's all of RedSpeed's clients nationwide.

Dan Mason – Information Technologies Manager**Years with RedSpeed: 4 years****Education:** Bachelor of Science, Information Technologies**Project Responsibilities:**

Dan Mason has over 16 years in Network Security and Project Management, as well as being a Technical Trainer (End User and Network Professional). He is experienced in Application Development and made significant contributions to the development and enhancement of RedCheck™. Mr. Mason's technical experience includes: User Management, Microsoft Desktop, Cisco, Novell Server and VPN-Remote technologies. He will work closely with the Client Relations, Field Engineering and Violation Reviewing departments on the installation, configuration and troubleshooting of networks, hardware and software related to the City's program to maximize system performance and reliability. He will oversee the maintenance and testing of on-line violations review software RedLightViolations.com as well as create any Customized Reports required by Sarasota.

Gregory Johns– Finance Manager**Years with RedSpeed: 9 years****Education:** Bachelor of Arts & Master's Degree - Business Administration / Accounting,
United States Marine Corps Supply Chief / Staff Sergeant**Project Responsibilities:**

Greg Johns brings over 17 years of Accounting and Management experience to support the City's program. Greg will work closely with the City's Finance department to coordinate the disbursement of fine revenue and ensure all reports required by the City are designed and implemented according to their specifications.



Raquel Adams– Call Center Manager**Years with RedSpeed: 12 years****Project Responsibilities:**

Raquel Adams brings over 16 years of customer service and call center management experience. Prior to joining the RedSpeed team, Raquel was a customer service representative for the Illinois State Tollway where she excelled at dispute resolution. She has used her extensive background and knowledge of customer service and diplomacy to build a Call Center comprised of seasoned professionals, ensuring all individuals calling into the Alpharetta specific customer service number will receive clear and concise information and assistance.

Randall Rhymes– Georgia Based Project Manager**Years with RedSpeed: .5 years****Project Responsibilities:**

Randall Rhymes was brought into the RedSpeed team based upon his extensive law enforcement expertise and in particular his expertise in School Safety and Polcing. Mr. Rhymes began his career working with the City of Pearson, GA police department and the Atkinson County Sherrif's department where he ultimately was promoted to the position of Sergeant overseeing all road patrol personnel. In 2013 he joined the Atkinson County School District as Director of Security and spearheaded the creation of the Atkinson County Board of Education Police department. Mr. Rhymes is well versed in creating Police policies and working with law enforcement to develop strategies to enhance student safety. He has played an integral part in conducting speed studies for RedSpeed's Georgia clients, and will be the local point of contact for the program.

The following details RedSpeed's operational plan for ensuring all enforcement locations are fully operational by the August 12, 2019 deadline.

INSTALLATION TIME FRAME

1. Contract between the City of Alpharetta and RedSpeed Georgia is fully executed.
2. Upon receipt of the City's list of requested School Safety Zone Enforcement locations, RedSpeed will conduct speed studies, prepare the results evaluations and begin site & power surveys. (Samples of the traffic studies are provided in Appendix 1)
3. The City signs all required documents relative to the School District's permit application for Georgia Department of Transportation. These documents will become part of the GDOT/County permit application package prepared by RedSpeed.
4. RedSpeed's licensed professional engineer (Wolverton Engineering) will prepare signed and sealed plans for each School Safety Zone GDOT application.
5. RedSpeed will compile and submit individual permit application packets for all selected School Zone Safety Cameras GDOT/County & or City (if required) enforcement locations.

GDOT Permit submissions will include:

- Letter from the City indicating their desire to utilize automated Speed Enforcement at the specific location,
 - Signed and sealed Engineering plans,
 - Power request confirmation and account number for service (per camera)
 - Comcast Communications confirmation request for service (per camera-if required)
 - Additional information as required.
6. Construction, signage and system installation phase commence immediately upon Permit receipt.
 7. GDOT inspection and sign off (if required) - Sites go live August 12th, 2019 with thirty (30) day warning period.

Municipality Prep (**Concurrent Activity**)

1. Contract executed
2. Business rules review
3. School Safety Zone details supplied
4. City of Alpharetta provide details and signatures for GDOT permit application letters for all cameras

1 week

GDOT Permits

1. Speed study to confirm feasibility
2. Site meeting with civil engineering contractor and Power Utility Company
3. Commission engineering plans
4. Power connection order (New locations only)
5. Order Comcast if required – cellular modems will be used typically
6. Plans approval/Construction permit issued

**4 Weeks –
6 Weeks**

Field Technology

1. Contractor installation to include ducting, foundations, power disconnect & signage
2. Power utility connection
3. System installation & calibration
4. GDOT Turn-On Inspection (if required)

**1 Weeks –
3 Weeks**

Back Office Setup (concurrently after municipal prep)

1. Create user accounts & roles
2. Set up notices and letters
3. Set up toll-free number and updated phone system
4. Update Phone System

1 Week

NOTE: Timeline assumptions are based upon the expediency of all 3rd parties, including the Georgia Dept. of Transportation, Fulton County, Power Utility company, Comcast and Engineering and Construction firms.

AVAILABLE RESOURCES

As illustrated below, RedSpeed maintains insurance limits meeting and exceeding the City's requirements.



REDSILL-01

KAJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesiraw Insurance Services, Inc. 353 N Clark St 11th fl Chicago, IL 60654	CONTACT NAME: Katherine Johnson PHONE (A/C, No, Ext): (312) 595-6000 FAX (A/C, No): E-MAIL ADDRESS: Katherine.Johnson@alliant.com														
INSURED Redspeed Georgia, LLC 400 Eisenhower Lane North Lombard, IL 60148	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: Valley Forge Insurance Company	20508	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Insurance Company	35289														
INSURER B: Valley Forge Insurance Company	20508														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTC	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ SUBJECT ☐ LOC ☐ OTHER			6072753303	10/09/2018	10/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6072753270	10/09/2018	10/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			6072753298	10/09/2018	10/09/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6072753284	10/09/2018	10/09/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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
----------------------	---

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

The letter below certifies RedSpeed Georgia has verified resources available to meet all expenses associated with the installation, implementation, and maintenance of the City's School Zone Speed Enforcement Program.



CIBC Bank USA
120 S. LaSalle Street
Chicago, Illinois 60603
Tel: 312 564-2000

June 6, 2019

City of Alpharetta
Finance Department
City Hall 1st Floor Cashier's Office
2 Park Plaza
Alpharetta, GA 30009
Attn: Stephanie Cochran

RE: RedSpeed Georgia

To Whom It May Concern:

Please use this letter to confirm that referenced client has an open and active \$2,500,000.00 line of credit with CIBC BANK USA. This line of credit is available to support the acquisition and installation of photo enforcement cameras within the state of Georgia.

Please feel free to contact us directly should you require anything additional.

Sincerely,

A handwritten signature in black ink, appearing to read "Tashia M. Sims", written over a large, stylized "S" that loops around the text.

Tashia M. Sims
Commercial Banking Officer

Appendix 1
Sample School Zone
Speed Traffic Studies

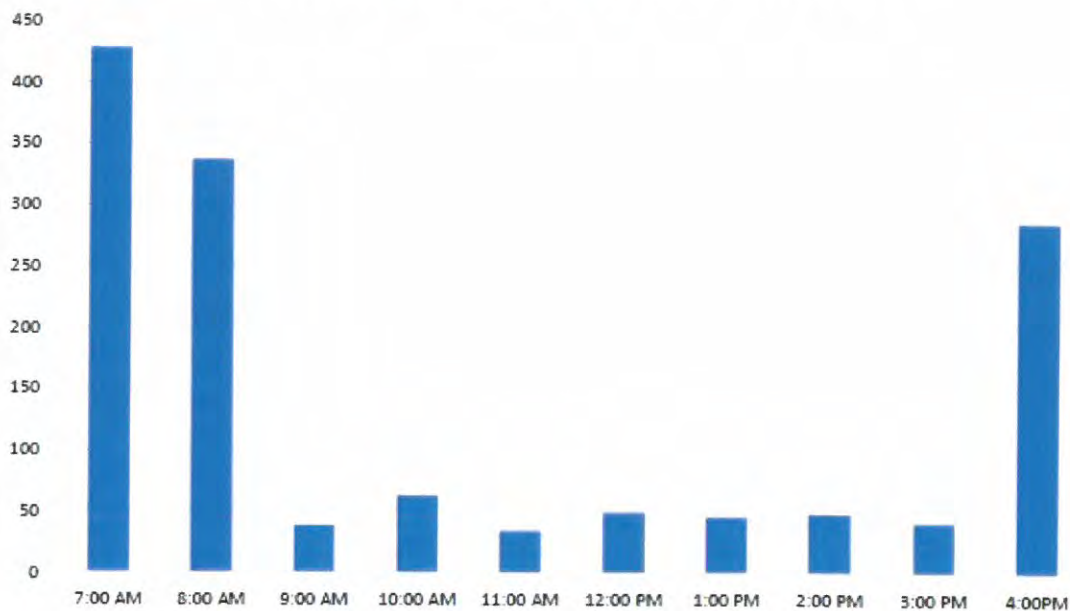
Georgia Schools Speed Study Camp Creek Elementary School, Atlanta

4345 Welcome All Terrace	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	25 MPH
SPEED LIMIT (During Normal Hrs):	40 MPH
VIOLATION TRIGGER SPEED:	35 MPH and 50 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:55AM - 8:55AM / 4:05PM - 5:05PM
STUDY DATE & TIME:	4-18-2019, 7:00 AM – 5:00 PM
AVERAGE DAILY TRAFFIC COUNT:	7,900
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTON (Both Lanes Checked)
TOTAL VIOLATIONS DETECTED:	1,371

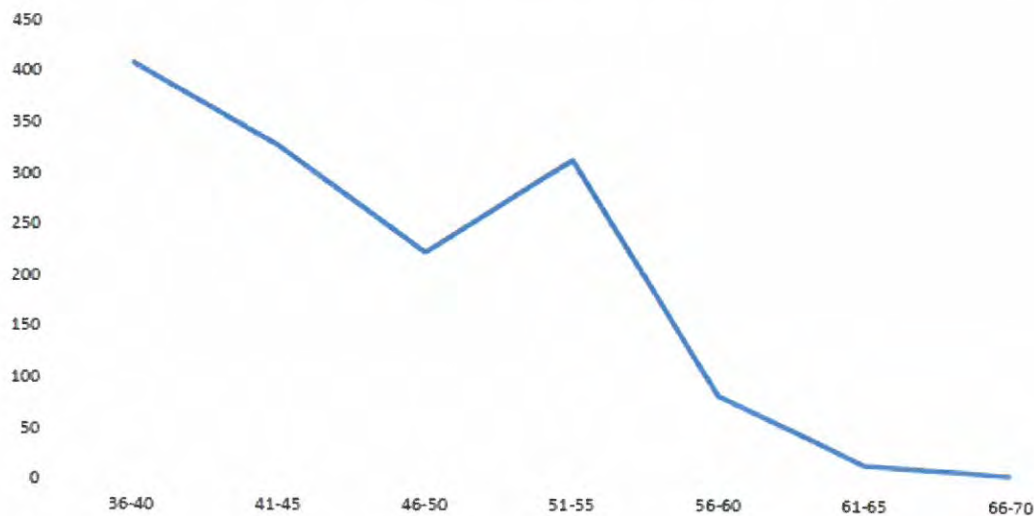


Georgia Schools Speed Study
Camp Creek Elementary School, Atlanta

OF VIOLATIONS EXCEEDING SPEED THRESHOLD



OF VIOLATIONS BY DETECTED SPEED



Georgia Schools Speed Study
Camp Creek Elementary School, Atlanta

	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	Total
36-40	103	159								146	408
41-45	132	108								86	326
46-50	127	56								39	222
51-55	53	11	31	38	25	39	35	39	30	12	313
56-60	10	3	7	22	6	9	8	4	10	3	82
61-65	3	0	1	1	3	1	3	2	1	0	15
66-70	0	0	0	2	0	0	0	3	0	0	5
Total	428	337	39	63	34	49	46	48	41	286	1,371

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response. Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ No known relationship exists. If this box checked, skip to signature and firm information at bottom of form.
- ☐ Relationship does exist. If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT) REDSPEED GEORGIA, LLC

Authorized Signature:

Printed Name and Title of Person Signing: ROBERT LIBERMAN MANAGING DIRECTOR

Date: 6-18-19

Firm's Address: 400 EISENHOWER LANE NORTH LOMBARD, IL 60148

Contact's Email Address: ROBERT.LIBERMAN@REDSPEED-USA.COM

*This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

REDSPEED GEORGIA, LLC

Authorized Signature:

Robert Liberman

Printed Name and Title of
Person Signing:

ROBERT LIBERMAN MANAGING DIRECTOR

Date:

6-18-19

Firm's Address:

400 EISENHOWER LANE NORTH LOMBARD, IL 60148

Contact's Email Address:

ROBERT.LIBERMAN@REDSPEED-USA.COM

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
REDSPEED GEORGIA, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts mentioned outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
400 EISENHOWER LANE NORTH

6 City, state, and ZIP code
LOMBARD, IL 60148

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

3	2	-	0	5	8	0	0	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ **6-18-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
20-5218257

Federal Work Authorization (E-Verify) User Identification Number

03/22/2017

Date of Authorization

REDSPEED GEORGIA, LLC

Name of Contractor

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

Name of Project

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

Executed on JUNE 18, 2019 in LOMBARD (city), IL (state).

Signature of Authorized Officer or Agent

ROBERT LIBERMAN, MANAGING DIRECTOR

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18 DAY OF JUNE, 2019

NOTARY PUBLIC

My Commission Expires:

Dec 30, 2019



Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

EVV# 110645

Federal Work Authorization (E-Verify) User Identification Number
4/1/2008

Date of Authorization

Wolverton & Associates, Inc.

Name of Subcontractor

RedSpeed Speed Camera Permits - Alpharetta

Name of Project

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

Executed on June 14, 2019 in Duluth (city), Georgia (state).

Signature of Authorized Officer or Agent

Joseph R. Macrina, P.E., Chief Operating Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THE 14th DAY OF June, 2019.

Catherine M. Sola
NOTARY PUBLIC

11-22-2020
Commission Expires



Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for Wolverton & Associates, Inc. (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and RedSpeed (contractor) on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to RedSpeed (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to RedSpeed (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

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

EVV# 110645

Federal Work Authorization (E-Verify) User Identification Number
4/1/2008

Date of Authorization
Wolverton & Associates, Inc.

Name of Sub-subcontractor
RedSpeed Speed Camera Permits - Alpharetta

Name of Project

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

Executed on June 14, 2019 in Duluth (city), Georgia (state)

Signature of Authorized Officer or Agent
Joseph R. Macrina, P.E., Chief Operating Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 14th DAY OF June, 2019
Catherine M. Sola
NOTARY PUBLIC

My Commission Expires 11-22-2020



Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

193381

Federal Work Authorization (E-Verify) User Identification Number

04/15/2010

Date of Authorization

Moye Electric Co Inc

Name of Subcontractor

RedSpeed Speed Cameras - Alpharetta

Name of Project

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

Executed on June 13, 2019 in Dublin (city), GA (state).

Signature of Authorized Officer or Agent

David Moye VP
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13th DAY OF June, 2019.

AGNES CADWELL
NOTARY PUBLIC

02-21-2021
My Commission Expires



Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

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

193381

Federal Work Authorization (E-Verify) User Identification Number

04/15/2010

Date of Authorization

Moye Electric Co., Inc.

Name of Sub-subcontractor

Red Speed Cameras, Alpharetta

Name of Project

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

Executed on June 13 2019 in Dublin (city), GA (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13th DAY OF June, 2019.

Shirley Caldwell
NOTARY PUBLIC

02/21/2021
My Commission Expires

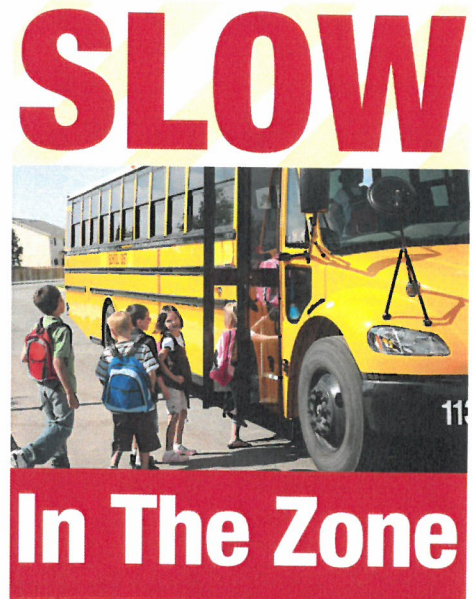
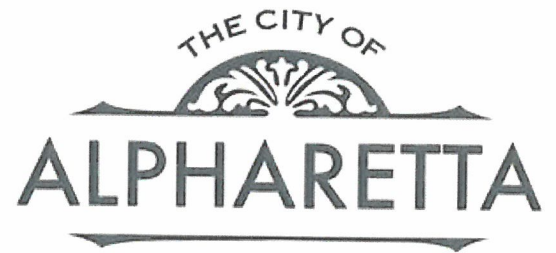


SEALED PROPOSAL COST PROPOSAL

**Speed Detection Camera System
for School Zones
Submission Date:
June 20, 2019
10:00am**

Submitted To:
The City of Alpharetta, GA.
Ms. Stephanie Cochran &
The Selection Committee
Finance Department
City Hall 1st Floor Cashier's Office
2 Park Plaza
Alpharetta, GA 30009
678-297-6052

Submitted By:
RedSpeed Georgia
400 Eisenhower Lane North
Lombard, IL 60148
Headquarters Phone (630) 317-5700
FAX (630) 424-0217
Robert Liberman – Managing Director
Direct Phone (630) 317-5710
Robert.Liberman@RedSpeed-USA.com



SECTION 4: OPERATING MODEL**4.1 Schedule of Items**

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)
- b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:
- **Operating Model**
 - Offeror's Name,
 - RFP #,
 - RFP Title, and
 - Due Date/Time.
- c. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking.
- d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).
- f. **Deliveries:** In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.
- g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.
- h. **Taxes:** No sales tax will be charged on any orders.
- Sales Tax Exempt# 301-682441
- Federal Tax Identification# 58-6011454
- Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

Operating Model:

Please describe your operating model including citation billing and remittance to the City. Also, please provide the revenue split the City will receive along with any other pertinent information.

This request is issued as no cost to the City and completely revenue funded for the contract. The City will not entertain any other pricing arrangement.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____ REDSPEED GEORGIA, LLC _____

ADDRESS _____ 400 EISENHOWER LANE NORTH LOMBARD, IL 60148

AUTHORIZED SIGNATURE(S) _____

Robert Liberman

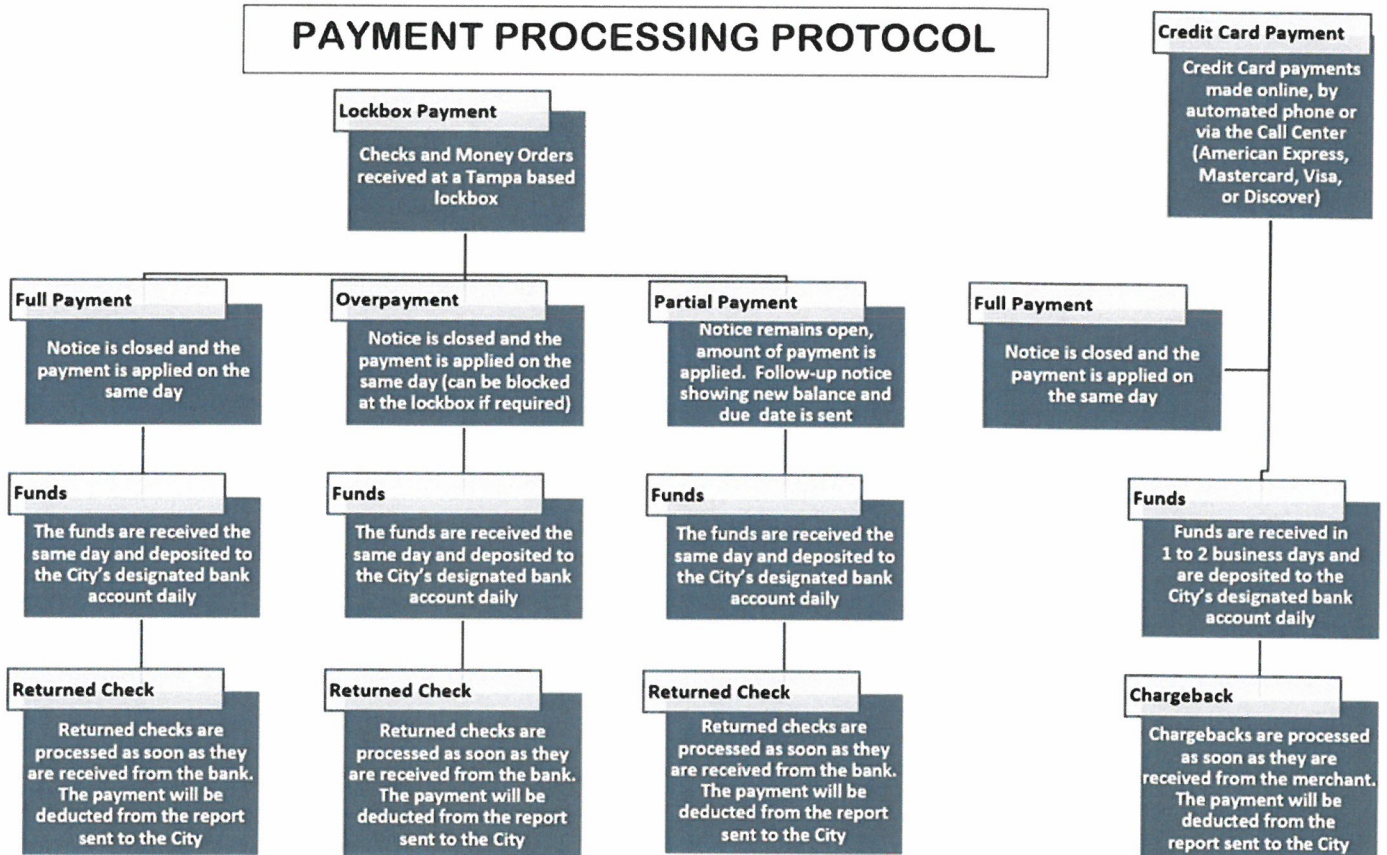
PRINT / TYPE NAME(S) AND TITLE(S) ROBERT LIBERMAN, MANAGING DIRECTOR

CONTACT INFO: PHONE NUMBER _____ 630-317-5710 _____

CONTACT INFO: E-MAIL ADDRESS _____ ROBERT.LIBERMAN@REDSPEED-USA.COM

OPERATING MODEL AND COST PROPOSAL

RedSpeed finance personnel conduct daily reconciliations of all Check, Money order and Credit Card payments received thru the Atlanta based lockbox. The flow chart below illustrates the processes utilized in Florida to address any payment anomalies, and the same would be prepared based upon the City's guidelines and preferences.





Violators pay notices via Credit/Debit Cards, Check or Money Order through:

- RedSpeed Lockbox (Check, MO, Credit or Debit Cards)
- www.SpeedViolation.Com (Credit or Debit Cards)
- RedSpeed City Specific Toll Free 800 Number (Credit or Debit Cards)



RedSpeed collects and processes all payments on Alpharetta's behalf 24/7/365 and deposits them into an account



Weekly or Monthly (depending upon the City's preference)
RedSpeed distributes funds via ACH into the City of Alpharetta's bank account after applying applicable service fees (33% to 35% of collected payments)

COST PROPOSALDescription of Pricing

This Cost Proposal shall be all-inclusive for the installation and implementation of a turnkey Automated School Zone Speed Detection System. Pricing includes all related Speed camera equipment and RedCheck™ Violation Reviewing software, camera monitoring service, maintenance, violation processing and mailing expenses, lockbox and credit card payment processing services, call center – customer service support, community awareness support and SiteOps™ Live Camera Viewing.

33% Service Fee for each Paid Citation.

Optional Services

License Plate Reader (LPR) module: An additional 2% service fee for each Paid Citation per approach shall apply.

RFP Evaluation / Scoring Sheet (Detail)
Speed Detection Camera System for School Zones
RFP # 20-103

OFFERORS	RedSpeed	Verra Mobility	Sensys America
----------	----------	-------------------	-------------------

Scoring Instructions:

1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria.
2. Scores should be noted for each criteria as this will be the basis for evaluation.
3. Weights will be applied to combined scores.
4. Cost will be evaluated separately.

CRITERIA			
Timeline - 37%	1.67	1.67	0.74
Features - 30%	1.43	0.90	1.28
Experience/References -30%	1.28	0.68	1.43
Alpharetta Local Vendor Preference - 3%	0	0	0
Total Proposal Score % (<i>Cost not Opened-Scored</i>)	4.37	3.24	3.44

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
RFP #:	20-103
RFP RESPONSE DUE DATE/TIME:	JUNE 20, 2019 AT 10:00 AM
RFP ISSUE DATE:	JUNE 6, 2019
NUMBER OF PAGES:	38

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Stephanie Cochran
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM–5:00 PM; FRI 8:30 AM–4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **THREE** PAPER COPY OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: STEPHANIE COCHRAN

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME: _____

FIRM/OFFEROR MAILING ADDRESS: _____

FIRM/OFFEROR PHONE NUMBER(S): _____

FIRM/OFFEROR FAX NUMBER(S): _____

EMAIL ADDRESS FOR OFFEROR'S CONTACT: _____

AUTHORIZED OFFEROR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

OFFEROR FEDERAL I.D. NUMBER: _____

OFFEROR DUNS NUMBER: _____

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION 1: SCHEDULE OF EVENTS.....	3
SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS.....	4
2.1 CITY'S INTENT	4
2.2 ORGANIZATION OF PROPOSAL	4
2.3 SCOPE OF WORK.....	4
2.4 PROJECT SPECIFIC REQUIREMENTS	4
2.5 ePAYABLES	5
2.6 CONTRACT TERM	5
2.7 SUBCONTRACTOR REPORTING	5
2.8 ALLOWED TRUCK ROUTES	5
SECTION 3: OFFEROR QUALIFICATIONS.....	6
3.1 CITY'S AUTHORITY AND RIGHT TO INVESTIGATE.....	6
3.2 OFFEROR INFORMATIONAL REQUIREMENTS	6
3.3 GENERAL INSURANCE REQUIREMENTS	8
SECTION 4: COST PROPOSAL.....	9
4.1 SCHEDULE OF ITEMS.....	9
4.2 INVOICING, PAYMENT PROCESSING, AND ePAYABLES	11
4.3 ALPHARETTA VENDOR PREFERENCE (A.K.A. LOCAL VENDOR).....	11
SECTION 5: EVALUATION CRITERIA	12
APPENDIX A: REQUIRED FORMS.....	13
CITY OF ALPHARETTA DISCLOSURE FORM AND CERTIFICATE OF NON-COLLUSION.....	14
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	15
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)	16
AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E- VERIFY/I-9)	17
APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS.....	18
LOCAL VENDOR CERTIFICATION FORM	19
NOTICE OF "NO BID" FORM	20
AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	21
AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-VERIFY/I-9)	22
APPENDIX C: BONDING REQUIREMENTS AND SAMPLE CONTRACT DOCUMENTS	23
SUBCONTRACTOR PARTICIPATION LIST.....	23
FINAL AFFIDAVIT.....	24
APPENDIX D: PROCUREMENT INFORMATION	25
A. VENDOR INSTRUCTIONS.....	25
B. RESPONSE RECEIPT AND EVALUATION PROCESS	28
C. ADDITIONAL TERMS AND CONDITIONS.....	32
D. DEFINITIONS OF CERTAIN TERMS	35
APPENDIX E: ALLOWED TRUCK ROUTE MAP.....	38

SECTION 1: SCHEDULE OF EVENTS

SINGLE POINT OF CONTACT:

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document.

EVENT

DATE

- RFP Issue Date June 6, 2019
- Deadline for Receipt of Written Questions June 13, 2019 at 4:00PM
 - Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta> See Appendix D, Section A.2.4
- Deadline for Posting of Written Answers June 14, 2019 at 4:00PM
 - Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. All substantial changes to scope, specs, etc. will be posted by written addendum. See Appendix D, Section A.2.5
- RFP Response (Proposal) Due Date/Time June 20, 2019 at 10:00AM
 - Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. See Appendix D, Section A.4

CITY HALL NORMAL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

Offeror is notified that no one will be available to accept packages outside posted normal business hours for City Hall. Any Proposal left prior to opening time, left after closing times, or left with someone other than 1st floor Customer Service or Finance Procurement Team will be at Offeror's risk.

It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated location by the designated RFP Response (Proposal) Due Date/Time noted on Cover Page, page 1 and in Section 1 Schedule of Events of this document.

Late responses will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested or no reply from Offeror within 72 hours of City's email response.

(All time references in this document are to be understood as local, Eastern Time for our City.)

SECTION 2: SCOPE OF PROJECT/SPECIFICATIONS

2.1 City's Intent

The City of Alpharetta is requesting proposals from qualified Offerors for a school zone speed detection system. The Offeror will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

2.2 Organization of Proposal

Each proposal must be organized in the order set forth below. Paper 'Original' and each paper 'Copy' shall have tabs separating each section. Original, all paper copies, and digital copies must contain same information. Original Proposal and all Copies must be submitted in a sealed envelope/package. Cost Proposal to be within a sealed envelope within the sealed Proposal package.

1. **Cover Page** – Offeror's authorized official to complete, sign, and return with proposal response;
2. **Section 2.3, Scope of Work and Section 2.4 Project Specific Requirements** – include all requested documents, information, etc. Explain any exceptions, clarifications, etc.;
3. **Section 3, Offeror Qualification and Requirements** – include all requested documents and information;
4. **Required Forms** – Complete each Appendix A Required Forms as directed on each form and each applicable Appendix B Optional and Informational Forms as directed on each form;
5. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
6. **Addenda Acknowledgement** (ONLY if applicable) – if any addenda are formally issued by the City.
7. **Section 4 – Cost Proposal and Proposal Price Certification** to be within a sealed envelope within the sealed Proposal package.

2.3 Scope of Work

The vendor will supply a speed camera detection system and program for nine school zones in the City of Alpharetta. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The vendor may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The program must be fully operational by August 12, 2019. The vendor is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

2.4 Project Specific Requirements

- Vendor performs all necessary needs testing.
- Vendor provides and installs all signage and equipment related to the program.
- Vendor maintains all equipment, documentation, certifications, and permissions related to the program.
- Vendor provides system training to the police department at no cost.
- Vendor provides the police department with the ability to review stored footage (minimum 45 days).
- Vendor provides the police department with the ability to live stream video from the camera feeds.
- Vendor provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Vendor provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Ability to merge automated license plate readers data with Genentec and/or Vigilant database systems.
- System must provide traffic data for speed and volume based on time of day.

- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.
- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Vendor provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Alpharetta must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Vendor is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.

2.5 ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract (if applicable.)

2.6 Contract Term

The Contract is for a term of **[5]** years commencing **[insert date]**, and terminating **[insert date]**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's proposal cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to three percent (3%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

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

2.7 Subcontractor Reporting

For all applicable projects totaling over \$50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

2.8 Allowed Truck Routes

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix E and also available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.

SECTION 3: OFFEROR QUALIFICATIONS

3.1 City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all proposals or any proposal that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City. The City may also elect to contingently accept one or more proposals so that in the case of the default of the Successful Offeror, the City will accept the Contingent Proposal.

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3.2 Offeror Informational Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be brief and relevant to the goals of this RFP.

Each proposal shall provide the following information:

3.2.1 Cover Letter and Company Profile: Provide a Cover Letter including a brief business profile and a summary describing why your firm/team is qualified for this project. At a minimum, state the following:

1. Business name and home office address, identify whether this or another office address is responsible for work of this project,
2. Offeror shall specify how long the individual/company submitting the Proposal has been in the business of providing services similar to those requested in this RFP.
3. Identify one contact person. This person shall be the single point of contact on behalf of the Offeror firm/team, responsible for correspondence to and from the organization and the City. If necessary, the City will send all Project-related communications to this contact person. (This may be the person registered in our eBid system.) Include the following contact information:
 - mailing address,
 - telephone number, and
 - e-mail address.

4. **Authorized Signer – Electronic Signature for contract execution:** the City uses DocuSign to electronically deliver contracts to the awarded contractor for digital signing. To enable routing of contracts digitally for execution, include the following information for contractor's authorized signer. This employee must have the authority to bind the firm in the contract process:

- Authorized signer's name as it should be listed for signing,
- Authorized signer's title
- Authorized signer's email address

3.2.2 Design / Construction Background, Experience, Qualifications, and Capabilities:

At a minimum, the Offeror shall identify at least three (3), but no more than six (6) comparably sized projects of a similar type to the project described in this RFP. The projects shall have been completed within the last three (3) years and shall be similar to this request.

Note for each project if involvement was for Design, Construction, or Design/Build; Prime or Sub-contractor.

For each project indicate:

1. Description of the project using photographs, project descriptive narratives, letters of recommendation, etc.
2. Project owner and reference information. At a minimum, the Offeror shall provide
 - the company name,
 - the location where the services were provided,
 - contact person(s),
 - contact person's telephone number,
 - contact person's email address.

These references may be contacted to verify Offeror's ability to perform the services requested.

The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for Proposal disqualification.

3.2.3 Resumes and Experience of Key Personnel:

Offeror shall provide resumes or summaries of qualification, work experience, education, skills, etc. for all lead personnel, project manager, etc. as applicable. For each resume, provide:

- name,
- years of experience performing similar work,
- qualifications, skills, etc.
- Length of employment with current employer

3.2.4 Method of Providing Services: Offeror shall provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.

3.2.5 Available Resources:

1. **Insurance:** Provide a copy of the firm's certificate of insurance showing the firm's current limits of liability for commercial general liability, workers compensation, business automobile liability, and professional liability insurance.
 - a. Insurance evidence may be included in an Appendix to the proposal. It does not count toward the page limit.
2. **Resources:** Demonstrate capability to provide resources, including equipment, staffing, sub-contractors, and any other resources necessary to meet project requirements.
 - a. Resource evidence may be included in an Appendix to the proposal.

3.3 General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to Contractor's, or 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 paragraph or any resulting Contract and/or purchase order 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.

SECTION 4: OPERATING MODEL

4.1 Schedule of Items

- a. Offerors **must** respond to this RFP by utilizing the Cost Proposal form provided. (This form may also be provided by City as a separate, fillable Excel worksheet.)
- b. Offeror's authorized official shall complete, sign, and return one (1) Paper Original of the Cost Proposal and Proposal Price Certification within the sealed proposal package in a separate, sealed, opaque envelope marked with following information found on Cover Page, page 1 and in Section 1 Schedule of Events of this document:
 - **Operating Model**
 - Offeror's Name,
 - RFP #,
 - RFP Title, and
 - Due Date/Time.
- c. The Cost Proposal form will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations and ranking.
- d. Additional information should be included as necessary to explain in detail the Offeror's cost/price.
- e. Additional Cost proposal sheets shall not be included in proposal original or copy (paper or digital).
- f. **Deliveries:** In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address shall in all cases be confirmed with the City's designated project manager for the project. All deliveries will be to a location within the City of Alpharetta.
- g. No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Proposal price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.
- h. **Taxes:** No sales tax will be charged on any orders.
 - Sales Tax Exempt# 301-682441
 - Federal Tax Identification# 58-6011454
 - Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are available upon request.

Operating Model:

Please describe your operating model including citation billing and remittance to the City. Also, please provide the revenue split the City will receive along with any other pertinent information.

This request is issued as no cost to the City and completely revenue funded for the contract. The City will not entertain any other pricing arrangement.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE(S) _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

4.2 Invoicing, Payment Processing, and ePayables

Replying to this RFP confirms Offeror's agreement to accept electronic payment (ePayables) of invoices if awarded a contract.

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors 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
Public Safety Department
2565 Old Milton Pkwy
Alpharetta, GA 30009

Upon receipt of invoice and inspection and acceptance 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.

Offerors, who are individuals, shall provide their social security numbers on Page 1 of this RFP. Offerors that are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this RFP. All Offerors shall provide a completed and signed W-9 located in Appendix A: Required Forms.

4.3 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFP.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible for preference by City personnel will be given preference of three percent (3.00%), or equivalent unit of measure, shall be provided as an evaluation criterion to any approved Alpharetta Vendor's proposal.

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive proposals will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining proposals and determine a ranking based on the information provided in response to this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may create a shortlist made up of a grouping of the highest-ranking Offerors. In the event of a shortlist, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the Evaluation Committee may either recommend to award to the highest-ranking Offeror or if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-ranking Offeror.

Each criteria will be scored for each proposal using a scale of 0 - 5; 5 = highest score available for any criteria.

Phase I

Each Offeror will be evaluated individually using weights for each criterion below:

Timeline	37
Features	30
Experience / References	30
Alpharetta Vendor Preference	3%
Phase I Total	100%

Phase II

At the team's discretion high scoring offerors may be invited for presentation of the system and interview. This Phase 2 scoring will be based on the presentation and interview only.

APPENDIX A: REQUIRED FORMS

Forms required to be returned with every response to this request. These forms are necessary to ensure compliance with various laws as described within the procurement.

Instructions for Submitting Required Forms

One completed original of each form listed below shall be returned within the sealed 'Original' Response package. Vendor's response may be declared non-responsive if all forms are not returned complete with all information, signatures, and notarized (if required).

1. Disclosure Form and Certificate of Non-Collusion
2. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
3. IRS Form W-9 (Request for Taxpayer Identification Number and Certification)
4. E-Verify/I-9 (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of
Person Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
	☐ Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
Exempt payee code (if any) _____		
Exemption from FATCA reporting code (if any) _____		
(Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		
Requester's name and address (optional)		
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	
or	
Employer identification number	

Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and			
3. I am a U.S. citizen or other U.S. person (defined below); and			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
Sign Here	<table style="width: 100%;"><tr><td style="width: 60%;">Signature of U.S. person ▶</td><td style="width: 40%;">Date ▶</td></tr></table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>
---	--

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

APPENDIX B: OPTIONAL AND INFORMATIONAL FORMS

- **Optional Forms:** Submit with procurement response only if relevant.
 1. **Local Vendor Certification Form**
 - Return completed form with copy of current business license.
 - To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:
 - o Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
 - o The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
 - o Has a valid business license from the City; and
 - o Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).
 2. **Notice of 'No Bid'** Only return if relevant.
- **Informational Forms:** To be held on file by Bidders/Contractors and available to City for review upon request:
 3. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 4. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- ☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

APPENDIX C: BONDING REQUIREMENTS AND SAMPLE CONTRACT DOCUMENTS

Subcontractor Participation List

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? _____ Yes _____ No

Select one of the following:

_____ No subcontractors providing a service have been utilized on this project.

_____ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

14

15

Add additional pages as needed to list all subcontractors.

Final Affidavit

[Optional: For construction projects. Remove if not appropriate for this Bid]

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by _____ or any of their Subcontractors in connection with the Work of:

[PROJECT TITLE AND DESCRIPTION]

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which **CITY** on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the firm of _____; that they have read the above statement; and that to the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

APPENDIX D: PROCUREMENT INFORMATION

A. VENDOR INSTRUCTIONS

A.1 **Single Point of Contact**

- Any vendor interested in responding to the procurement is not allowed to communicate with any City staff or elected officials regarding the procurement, except for communication with or at the direction of the City Procurement Agent in charge of the solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Conference or Site Visit.
- Any unauthorized contact may disqualify the Vendor from further consideration.
- Single point of contact information is located on cover page of this document

A.2 **Required Review**

A.2.2 Review: Vendors should carefully review the procurement in its entirety including all instructions, requirements, specifications, addenda, and terms/conditions. Vendor shall promptly notify the Procurement Agent, identified as single point of contact for this solicitation, in writing according to Appendix D, Section A.2.4 Form of Questions concerning any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of the procurement.

A.2.3 Addenda: The City may revise the procurement by issuing an addendum prior to the Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the original procurement document at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the procurement documents for the project and part of any subsequent contract.

- Any material changes to the procurement, including changes to the Scope of Project/Specifications/Statement of Work, Schedule of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Any other form of interpretation, correction, or change to the procurement will not be binding upon the City.
- Vendors replying to the request must sign and return any addendum acknowledgement page with their response.
- Failure to submit the procurement response in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give vendors sufficient time to respond to the addendum.
- It is the vendor's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for the project.

A.2.4 **Form of Questions:**

- Questions must be addressed in writing using the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- Questions must be received by the City on or before time and date noted in Section 1 Schedule of Events.
- Each question must be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

A.2.5 **City's Answers:**

- The City will provide official written answers to all written questions received on or before Question Deadline noted in procurement Section 1 Schedule of Events.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login are required to view documents, ask questions, and view the City's responses.
- All questions will be answered within the question tab or in an officially posted addendum.

A.3 Pre-Conference, Site Visit (If Offered)

(1) If Offered, the date and time of a pre-bid conference or site visit will be noted in Section 1 Schedule of Events.

- **Mandatory Pre-Bid or Pre-Proposal Conference or Site Visit:** Mandatory pre-bid or pre-proposal conference or site visit will start on time. Late attendees may not be admitted or allowed to sign-in. Bids or Proposals will only be accepted from Vendors that were in attendance and signed-in at the meeting.
- **Voluntary Pre-Bid or Pre-Proposal Conference or Site Visit:** Participation in the conference is optional. However, it is advisable that all interested parties participate.
- For either Mandatory or Voluntary Conference, Event Registration prior to the conference is requested, but not necessary to attend. Registration may be completed at the Events tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>
 - All responses to questions at the Pre- Conference or Site Visit will be oral and in no way binding on the City. (See Section A.2)

A.4 Submitting a Response to an ITB, RFP, RFQ

A.4.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any response that fails to comply with the instructions, is difficult to understand, is difficult to read, or is missing any requested information.

A.4.2 Standard Forms: Vendors **must** respond to the procurement by completing the standard forms set forth in Appendix A: Required Forms. The standard forms include legal requirements that must be met before the contract award process commences. See procurement Appendix A: Required Forms for further instructions.

A.4.3 Standard Contract: By submitting a response to the procurement, Vendor agrees to execute a contract materially incorporating those certain provisions set forth in all procurement documents and including, but not limited to Appendix D, Section C. Additional Terms and Conditions upon contract award by the City Council. However, the City notifies and the Vendor acknowledges that Additional Terms and Conditions does not define the total extent of the contract language.

A.4.4 Vendor's Signature:

- The Cover Page of the procurement and any other pages requiring signatures must be completed and signed in ink by an individual authorized to legally bind the entity submitting the response and must be submitted with the response.
- The Bid or Proposal Price Certification with Vendor's signature in response to the procurement represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to the procurement, Vendor acknowledges and agrees that the Vendor has carefully examined and fully understands the provisions and requirements of this procurement; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Vendor's bid/proposal is accepted, Vendor will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the response must be furnished upon request.

A.4.5 Organization of Response: Each response must be organized in the order set forth in Section 2.2 of the Procurement.

A.4.6 Late Submissions, Withdrawals, and Corrections:

Late Response: Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the receptionist's desk at the designated office by the designated Response Due Date/Time as noted in Section 1 Schedule of Events. Late responses will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Response Withdrawal: A Vendor requesting to withdraw their Bid/Proposal prior to the Response Due Date/Time as noted in Section 1 Schedule of Events may submit a letter to the Procurement Agent for this procurement (noted on cover page of procurement) requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Vendor requesting to withdraw after the Response Due Date/Time as noted in Section 1 Schedule of Events will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the Response Due Date/Time. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Vendor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally for Bids, withdrawal is not permitted after Bids are opened (for reasons other than obvious clerical errors).

Response Correction: If an error is discovered prior to the Response Due Date/Time as noted in Section 1 Schedule of Events, the Vendor can submit a corrected response. The corrected response should be clearly marked to indicate that it replaces the original response.

For Bids (ITB) with public openings, if an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

A.4.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Vendors. There is no obligation to submit a bid, quotation, or proposal; however, if the vendor is unable or do not wish to participate in a procurement and the "Notice of No Bid" is not executed and returned to the City, the firm may be deleted from our list of qualified Bidders/Offerors. This form is located in Appendix B: Optional and Informational Forms.

A.5 Cost of Preparing a Response

A.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering bids, responses, proposals, or submissions to the procurement and any subsequent presentations of the procurement as requested by the City are entirely the responsibility of the Vendor. The City is not liable for any expense incurred by the Vendor in the preparation and presentation of their response.

A.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Vendor as well as those from unsuccessful Vendors, in response to the procurement become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Vendor resulting from the procurement process.

A.6 Accessing Procurement Opportunities and Vendor Registration

A.6.1 Accessing Procurement Opportunities Online: Vendors interested in responding to the procurement can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site are required to view/download documents and view/ask questions.

A.6.2 Vendor Registration: Vendors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts,

purchase orders, payments, etc. A Vendor may submit a response without first entering vendor registration, but online registration is required of an awarded contractor.

A.7 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00. If applicable to this procurement, the form can be found in Information Forms.

Vendors must complete the **Local Vendor Certification** form in Appendix B: Optional and Information Forms. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this procurement.

To apply for the Alpharetta Vendor Preference, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

B. RESPONSE RECEIPT AND EVALUATION PROCESS

B.1 Authority

The procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in this section.

B.2 ITB: Receipt of Bids and Public Inspection

B.2.1 ITB Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to an ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.2.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section B.2.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.3 RFP/RFQ: Receipt of Proposals or Statements of Qualifications, Public Inspection

B.3.1 RFP/RFQ Public Information:

Upon receipt of all sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to an RFP or an RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

B.3.2 Procurement Agent's Review of Proposals and SOQs: The Procurement Agent in charge of the solicitation will open and review the Proposals or Statements of Qualifications (SOQ) and separate out any information that meets the referenced exceptions in *Section B.3.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Offeror wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Proposal or SOQ;
2. The Proposal or SOQ does not contain any such confidential material in the cost/price section; and

3. An affidavit from the Offeror specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Proposal or SOQ that Offeror wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Offerors acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Offerors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

B.4 Classification and Evaluation of Responses

B.4.1 Initial Classification of Responses as Responsive and Responsible:

All responses will initially be classified as either “responsive” or “nonresponsive”.

1. Responses may be found nonresponsive any time during the evaluation process if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Bid, Proposal, or SOQ does not comply with the plans and specifications as described and required by the procurement.
 - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
 - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

(2) Invitation to Bid (ITB):

B.4.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses, if deemed necessary for a complete evaluation of Bids. See Appendix D, Section A.4.6, Late Submissions, Withdrawals, and Corrections for allowable corrections.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors. The City shall be the judge of the factors and will make the award in the best interest of the City.

- | | |
|---|--|
| • price; | • experience; |
| • conformity to specifications; | • delivery promise; |
| • financial ability to meet the contract; | • terms of payment; |
| • previous performance; | • compatibility as required; |
| • facilities and equipment; | • other costs; |
| • availability of repair parts; | • and other objective and accountable factors, if any. |

B.4.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.4 Contract Award Based on Bid Response: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(3) Request for Proposals (RFP):

B.4.5 Evaluation of Proposals: All responsive proposals will be evaluated based on stated evaluation criteria within the RFP. The City shall be the judge of the factors and will make the award in the best interest of the City.

B.4.6 Completeness of Proposals: Selection and award will be based on the Offeror's Proposal and other items outlined in the RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

B.4.7 Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration: After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also invite Offerors to a Presentation and Interview and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

B.4.8 Best and Final Offer: The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more Offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

B.4.9 Evaluation Committee Recommendation for Award: The Evaluation Committee will provide a written recommendation for award to the Procurement Agent that contains the ranking and related supporting documentation for its decision. The Procurement Agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee's recommendation.

B.4.10 Contract Award: Contract award, if any, will be made by City Council upon recommendation from the Evaluation Committee to the highest-ranking Offeror who provides all required documents and successfully completes the negotiation process.

- **Electronic Signature:** The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

(4) Request for Qualifications (RFQ):

B.4.11 Evaluation of SOQs: The Evaluation Committee will evaluate the Statements of Qualifications (SOQ) and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP or ITB process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria within the RFQ. These rankings will be used to determine the most advantageous offering(s) to the City.

B.4.12 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in the RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

B.4.13 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent RFP or ITB process), the City may invite Offerors to

an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

B.4.14 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent RFP/ITB or interviews for the good/service detailed herein. Contract award, if any, will be made through the RFP/ITB to the highest-ranking Offeror(s)/Bidder(s) who provides all required documents and successfully completes the contract negotiation process.

RFQ's may not result directly in a Contract Award. An RFQ may be Step 1 of a two-step process followed by an RFP or ITB to be issued only to shortlisted Offerors determined through SOQ evaluation to be Qualified Offerors.

B.5 City's Rights Reserved

While the City has every intention to award a contract as a result of the procurement process, issuance of the ITB, RFP, or RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate the ITB, RFP, or RFQ at any time. A notice of cancellation will be issued on the City's website. If the ITB, RFP, or RFQ is cancelled, the City will not reimburse any vendor for the preparation of their Response. Responses may be returned, at Vendor's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to the ITB, RFP, or RFQ;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of the ITB, RFP, or RFQ which would not have significant impact on any Bid or response;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

C. ADDITIONAL TERMS AND CONDITIONS

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

C.1 Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any

resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

C.2 Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk, and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C.3 Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

C.4 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. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

C.5 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta 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 unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

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

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (5) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. 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
 - c. 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.

- (6) 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 such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, 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 provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) 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 also provided in *Appendix A* hereof, 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.
- (4) 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.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Contractor's response.

C.6 Compliance with Laws

The Contractor shall, in performance of work under the Contract, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

C.7 Compliance with Title VI of the Civil Rights Act of 1964

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

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

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

Human Resources: Title VI Compliance
City Of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

C.8 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall 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. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

C.9 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

D. DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: The response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: A document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Response: Synonymous with Bid, Proposal, or Statement of Qualifications (SOQ).

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

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

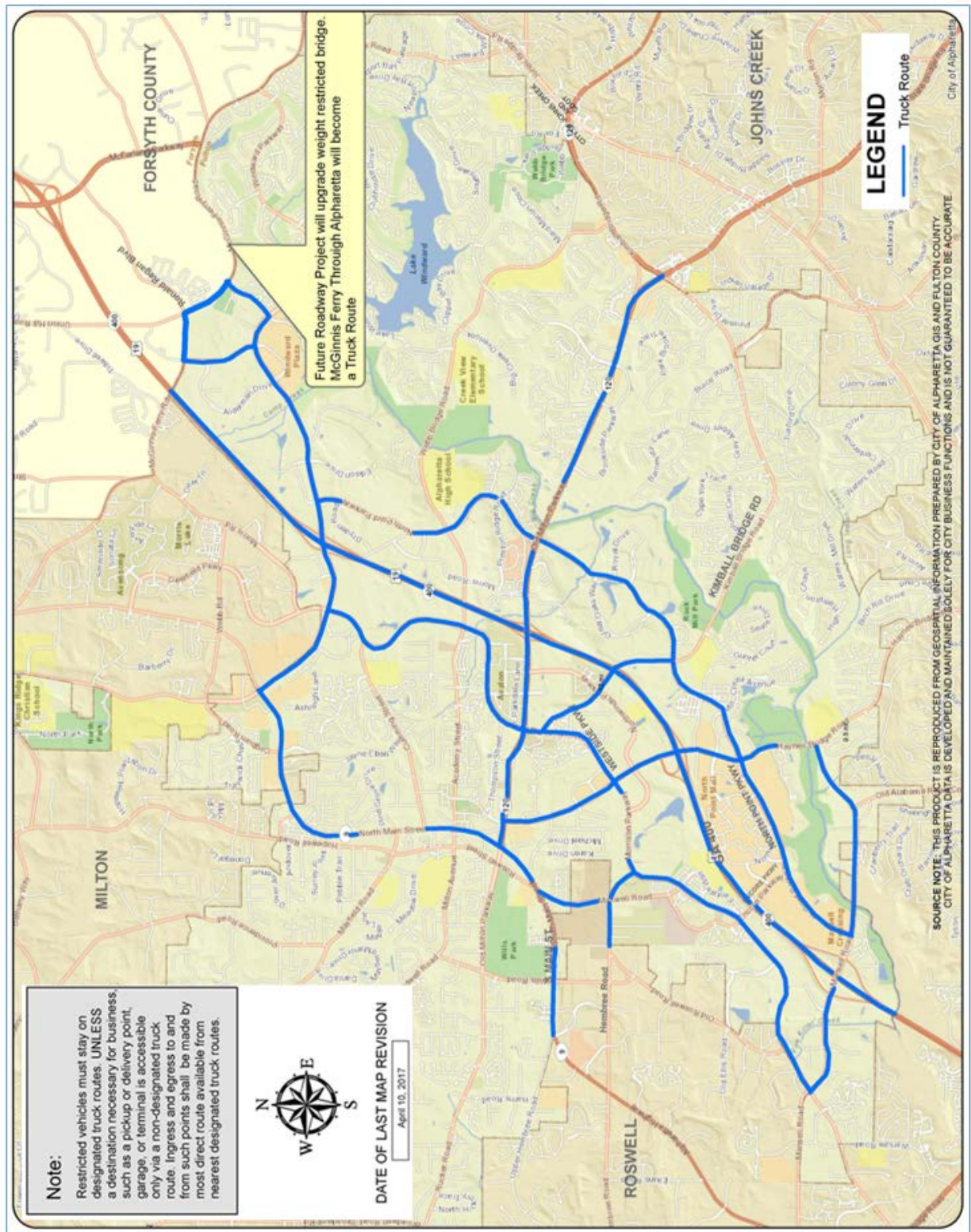
- **Complaint:** Any verbal or written communication received by the City of Alpharetta from members of the public referencing a general complaint regarding the inequitable distribution of benefits, services, amenities, programs or activities financed in whole or in part with federal funds is perceived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

Vendor: A supplier/seller of goods and/or services. Synonymous with Bidder, Offeror, or Contractor within City's formal procurement.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX E: ALLOWED TRUCK ROUTE MAP

Online: <http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>



PROFESSIONAL SERVICES AGREEMENT

July 21, 2019

This AGREEMENT (the “Agreement”) made this 21st Day of July, 2019, (herein the “Commencement Date”), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Alpharetta, a political subdivision authorized and created by the State of Georgia (herein “GOVERNING BODY”), with principal offices at 2 Park Plaza, Alpharetta, GA 30009.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY’s City Council has adopted an ordinance, which authorizes GOVERNING BODY’s Traffic Safety Camera Program (“TSCP”) and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Certified Peace Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Certified Peace Officer” means an employee of GOVERNING BODY’s police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

“Unamortized Costs” means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

“Violation” means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the “Start Date”) and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in

the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

Notwithstanding any other provision of this Agreement, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Agreement shall be effective for a term commencing upon contract execution, and terminating at midnight on one year later (the “initial term”), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Agreement 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 REDSPEED at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Agreement shall be automatically renewed for an additional one (1) year term, unless the City furnishes REDSPEED written notice of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). REDSPEED shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months.] If written notice of non-renewal is given, this Agreement will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Agreement beyond the initial term or any renewal term. Further, this Agreement 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 Agreement for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Agreement, pursuant to O.C.G.A. § 36-60-13, this Agreement 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 Agreement, which determination is at the City's sole discretion and shall be conclusive.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED’s rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including,

but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

REDSPEED shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, REDSPEED 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.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Alpharetta, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. 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 name GOVERNING BODY and GOVERNING BODY’s officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED’s operation.

- b. Workers’ Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers’ Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- d. 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.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY’s officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

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 REDSPEED.

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

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.

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

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

REDSPEED'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 REDSPEED arising from performance or non-performance of this Agreement. Failure on the part of REDSPEED to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement without advance notice.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Fulton County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

Nothing in this Agreement 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.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the

management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party’s actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED’s compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called “Amendments”) to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the

Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement 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 Agreement.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts as an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,

the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, religion, creed, age, sexual orientation, disability physical or mental, marital status, political affiliation, or national origin or ancestry in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. Conflict of Interest. REDSPEED represents that it has not, within two (2) years preceding the execution of this Agreement, 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 REDSPEED 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 REDSPEED's response to the City's RFP.

24. 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 unless REDSPEED registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by REDSPEED will become part of the Agreement Documents.

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

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

REDSPEED 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 REDSPEED 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) REDSPEED, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. REDSPEED 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 REDSPEED employs or contracts with a subcontractor in connection with the covered contract, REDSPEED 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 RFQ, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of REDSPEED/subcontractor agreement. Further, it shall be the duty of REDSPEED 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 REDSPEED 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 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 REDSPEED 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 REDSPEED.

iv. In lieu of the affidavit required by this Section, if REDSPEED, 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 Agreement (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Agreement 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) REDSPEED 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.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

The Agreement Documents consist of this Agreement, the City's Request for Proposal No. 20-103 dated June 6, 2019 (the "RFP"), and REDSPEED's Proposal dated June 20, 2019 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Agreement Documents"). In the event of any conflict in the Agreement Documents, the provisions and requirements set forth in this Agreement shall govern; provided however, to the extent any of REDSPEED's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Agreement, 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.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Alpharetta
2 Park Plaza,
Alpharetta, GA 30009
Attn: City Manager

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

And a copy to:
C. Sam Thomas, P.C.
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Ctr. N., Ste. 500
Atlanta, GA 30338-2680

25. EXCLUSIVITY:

GOVERNING BODY agrees that, upon execution of this Agreement and during its Term, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Alpharetta, Georgia

RedSpeed Georgia, LLC

By: _____, ____/____/____
Name Jim Gilvin
Title Mayor

By: _____, ____/____/____
Robert Liberman
Manager

Approved as to Content:

John Robison, Director of Public Safety Department

Approved as to form:

Sam Thomas, City Attorney

Exhibit A

SECTION 1.REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “GOVERNING BODY Scope of Work”. REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Georgia LLC as agent for City of Alpharetta” at CIBC Bank. All funds collected on behalf of GOVERNING BODY, excluding REDSPEED’s monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed \$25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

26. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
27. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
28. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
29. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
31. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
32. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
33. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
34. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
35. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

36. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
37. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
38. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
39. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

33% service fee for each paid violation

2. Optional Services

License Plate Reader (LPR) module: Additional 2% service fee for each paid violation per approach



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: POLICE PATROL RIFLE SYSTEM

II. RECOMMENDATION:

Approve the purchase of 70 Patrol Rifles for the Police Department through Gulf States Distributors under State of Georgia Contract (99999-001-SPD0000157-0004) and authorizing the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: \$59,150 (PLEASE SEE
FUNDING INFO BELOW)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Patrol Rifle Program/ 21031110 542100 C2009	\$59,150.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
None	\$0.00

IV. REPORT IN BRIEF:

As approved in the Fiscal Year 2020 Budget, the Public Safety Department is requesting approval to purchase 70 Patrol Rifles for the Police Department through Gulf States Distributors under State of Georgia Contract (99999-001-SPD0000157-0004) in an amount totaling \$59,150.00.

Specifically, the Department will purchase sixty (60) Sig Sauer, M400 Pro, 5.56 caliber rifles with 16 inch barrels and ten (10) Sig Sauer, M400 SBR, 5.56, rifle with 11inch barrels. The competitively procured State Contract price per rifle is \$845.

Funding for this initiative will come from Federal DEA Seizures. Additional component costs may be incurred to place the weapons into service, but total overall costs will be significantly less than budget estimates (\$130,000) which will free up all remaining funds for future public safety initiatives that are allowable under asset forfeiture guidelines.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Gulf States Patrol Rifle Quote

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0159813
Order Date: 5/17/2019

Salesperson: 0070
Customer Number: GAALPH

Sold To:

City of Alpharetta
Two South Main Street
Accounts Payable
Alpharetta, GA 30004
Confirm To:

Ship To:

Alpharetta Police Department
2565 Old Milton Parkway
Alpharetta, GA 30004

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
SIGWRM40016BPR	EACH	60.00	0.00	0.00	845.00	50,700.00
WMR400-16B-PRO M400 5.56 16", folding sights, M-LOK with (1) 30rd magazine						
			Whse: 000	DropShip: N		
NS-G 751-1000	EACH	10.00	0.00	0.00	845.00	8,450.00
WRM400-11B-PRO-SBR SIGM400 5.56NATO, SBR, 11", Black, Semi-Auto, Folding Sights, Telesstock, MLOK HG						
			Whse: 000	DropShip: N		

State of Georgia
Ammunition/Firearms Contract
SWC#99999-001-SPD0000157-0004

Net Order: 59,150.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 59,150.00



City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Sponsored By:
Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ORDINANCE AMENDMENT - CHAPTER 20 OF THE CODE OF THE CITY OF ALPHARETTA (1ST READING)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADD PROVISIONS PERTAINING TO THE MAINTENANCE AND REPORTING OF RECORDS FOR FIRE AND LIFE SAFETY SYSTEMS IN CHAPTER 20 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Adopt the amendment to Chapter 20 of the City Code and authorize the City to contract with Brycer to provide software for use in the City of Alpharetta to collect, organize, and store all code-required third-party inspection, testing, and maintenance records using The Compliance Engine (the "Software").

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE IS NO CHARGE TO THE CITY FOR THIS SOFTWARE SERVICE. COSTS WILL BE INCURRED BY THE COMMERCIAL USER AND IS CAPPED AT \$20 PER SYSTEM, PER ANNUM.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The Public Safety Department is requesting to amend Chapter 20 of the Code of the City of Alpharetta to add provisions pertaining to the maintenance and reporting of records for fire and life safety systems.

Currently the Fire Marshal's Office conducts fire and life safety inspections throughout the City. Part of these inspections entails ensuring all parties have documented that they have properly inspected, tested, and maintained systems. These types of inspections are currently paper-based and can cause delays if the proper paperwork is not available during the inspection. This causes additional delays and inspections at a later date to ensure compliance.

In an effort to leverage technology to improve the work flow and reduce repeat inspections, the Department is requesting Chapter 20 of the City Code be amended by adding Article IV to provide for adoption of a records reporting system through the use of a third-party inspection reporting software program; and to contract with a third-party for an inspection reporting system to provide a service to all commercial occupancies in the City of Alpharetta to collect, organize, and store all code-required third-party inspection, testing, and maintenance records.

The single-source provider is Brycer's "The Compliance Engine". It is a simple, internet based tool for the Fire Marshal's Office to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Fire Marshal's Office, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service that includes hard and soft copy notifications to help increase testing and maintenance activity. Hundreds of cities across the US have partnered with Brycer including Sandy Springs and Peachtree City with great success. There is no charge to the City for this software service. Costs will be incurred by the commercial user and is capped at \$20 per system, per annum.

Brycer is the Single Source for The Compliance Engine software and a Single Source justification has been approved by the City Attorney and the Finance Department.

V. ALTERNATIVES:

VI. ATTACHMENTS:

AMENDING CODE - MAINTENANCE_REPORTING RECORDS FOR FIRE AND LIFE SAFETY SYSTEMS(3317133.1), Brycer - The Compliance Engine Single Source 6.10.19

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADD PROVISIONS PERTAINING TO THE MAINTENANCE AND REPORTING OF RECORDS FOR FIRE AND LIFE SAFETY SYSTEMS IN CHAPTER 20 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

WHEREAS, the City desires to contract with a third-party inspection reporting system to provide a service to all commercial occupancies in the City of Alpharetta to collect, organize and store all code-required third-party inspection, testing and maintenance records (the "Software"); and

WHEREAS, the City of Alpharetta shall retain all rights and access to the data collected by the Software; and

WHEREAS, the City desires to use the Software to improve efficiencies and the volume of fire and life safety inspections through time savings of staff; and

WHEREAS, the utilization of the Software will enhance fire code compliance.

BE IT ORDAINED by the Mayor and City Council of the City of Alpharetta, Georgia that the City Code of Ordinances is amended as follows:

Section 1. Chapter 20 relating to the Fire Prevention Code and Fire Prevention and Fire Safety Standards is hereby amended by adding Article IV to provide for adoption of a records reporting system through the use of a third-party inspection reporting software program, as follows:

"Article IV Records Reporting Systems

Sec. 20-70. Maintenance and Reporting of Records for Fire and Life Safety Systems

(a) Records of all fire and life safety system inspections, tests and required maintenance conducted at the prescribed intervals in the current governing fire codes (Official Code of Georgia Annotated 120-3-3, International Fire Code and National Fire Protection

Association standards) shall be maintained on the premises of the commercial facility, complex or building premises for a minimum of three (3) years from the date of the inspection for the following fire and life safety systems:

- 1) Automatic Fire Sprinkler System(s)
- 2) Fire Alarm System(s)
- 3) Commercial Hood Cleaning
- 4) Commercial Hood Suppression System(s)
- 5) Standpipe System(s)
- 6) Smoke Control System(s)
- 7) Private Hydrant System(s)
- 8) Fire Pump(s)
- 9) Spray Paint Booth(es)
- 10) Emergency Generator(s)
- 11) Clean Agent Suppression System(s)

(b) Records, inspection reports and a code compliance certificate prepared by City approved third-party Certified Building Inspectors shall be maintained on the commercial facility, complex or building premises for a minimum of three (3) years from the date of the inspection.

(c) Copies of all records, inspection reports and code compliance certificates shall be provided to the City through a third-party inspection reporting system of the City's choosing, at a fee of not more than twenty dollars (\$20.00) per system, per annum.

(d) This requirement and the conditions of this section shall apply to all commercial facilities, complexes or buildings, including without limitation to all Multi-Family Dwellings."

Section 2. It is the intention of the City Council and IT IS HEREBY ORDAINED by the authority of the City Council that the provisions of this Ordinance shall become and made a part of the Code of the City of Alpharetta, and the codifier is authorized to make the specified addition to the section where appropriate.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to a 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. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. This Ordinance shall become effective immediately upon adoption.

SO ORDAINED this _____ day of _____, 2019 by the Mayor and Council of The City of Alpharetta, Georgia.

THE CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNCILMEMBERS

C. Sam Thomas
City Attorney

Jason Binder

Ben Burnett

John Hipes

(SEAL)

Attest:

Dan Merkel

Erin Cobb, City Clerk

Donald Mitchell

First Reading: _____

Second Reading: _____

Adopted: _____
3317133

Karen Richard



City of Alpharetta

Sole/Single Source Justification Form

City of Alpharetta
1000 Peachtree
Alpharetta, GA 30009
Phone: 770.242.1100
Fax: 770.242.1101
www.alpharetta.com

Please complete and attach this form to requisitions when competitive quotes/bids are not solicited and provide justification below (required for requisitions \$5,000.01 and greater). This form must be approved by the City Attorney and Procurement Official prior to ordering goods/services from the proposed vendor.

If a Sole Source or Single source designation is granted, a fully executed copy of this form must be attached to all related requisitions. The designation is provided for a maximum period of three (3) fiscal years, after which the good/services must be competitively procured or a new designation requested.

Department:	Public Safety	Date:	6/6/2019
Department Director/Designee (print):	John Robison		
Department Director/Designee (signature):			
Vendor Name:	Brycer - The Compliance Engine	Vendor #:	

I am requesting a waiver from obtaining competitive pricing for the following reason(s):

☐ Sole Source Designation

Only one vendor possesses the unique and singularly available capability to provide the good/service.

☒ Single Source Designation

Only one vendor demonstrates the unique knowledge, skills, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc. of the requested good/service which is an integral component of the City's existing infrastructure, equipment, and/or operations.

Provide a description of the requested good/service and a justification for the Sole/Single Source designation:

BRYCER, DBA "The Compliance Engine" (TCE) is a web based business that collects data relating to the testing and servicing of life safety systems within buildings (Fire Alarms/Fire Sprinkler Systems/Fire Hydrants/ Elevators/Etc). By adopting (TCE), local vendors that service life safety systems within the City of Alpharetta, will be required to upload their service reports to (TCE). During this upload process, the vendor will be required to declare the system functional or deficient, at which point an email will be sent to the Alpharetta Fire Marshal's Office advising them of the system status. Also, by using TCE, the Alpharetta Fire Marshal's Office will have 24-7 access to vendor field service reports, thus drastically reducing man hours tracking down the origin of these state mandated reports. This alliance with BRYCER (TCE), will not incur additional costs for the City of Alpharetta, as the upload fee is charged to the 3rd party vendor. Hundreds of cities from across the US have partnered with BRYCER, to gain better code compliance with building life safety systems, some of these being local to Alpharetta, such as: Sandy Springs and Peachtree City.

The user department shall exercise due diligence in reviewing the pricing of the requested vendor to ensure it is in-line with pricing provided to similar customers.

Approval

☒ City Attorney

Date:

6/7/19

☐ Procurement Official

Date:

6/10/19

Print Form

BRYCER

4355 Weaver Parkway
Suite 230
Warrenville, IL
60555

630-413-9511

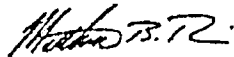
April 2, 2019

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

Dear Casey Beynon:

This letter has been written to confirm that to our knowledge, BRYCER is the only firm offering the professional services The Compliance Engine delivers.

Sincerely Yours,



Matthew B. Rice
President



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ITB #:20-003 FIRE STATION RENOVATIONS

II. RECOMMENDATION:

Please award the contract for the kitchen and bathroom renovations at Fire Stations 81, 82, 83, and 84 to Rick B. General Contractors in the amount of \$162,051.00 and authorize the Mayor to execute all necessary documents. Approval of this requisition executes an expenditure authorized as part of the FY19, and FY20 Capital Budget.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$162,051.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Station Renovations / 30141100-541300-C1902	\$162,051.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

There has been minimal upgrades to any of the Fire Stations since their construction. Public Safety and Public Works have been working collaboratively to develop a program of improvements that consist mainly of renovations to the two most used rooms, kitchens and bathrooms. The completion of these improvements is projected to take multiple years.

Award of this contract is for the renovations of Fire Stations 81, 82, 83, and 84. Fire Station 81 renovations will include upgrades to the existing kitchen. Renovations will include new flooring, cabinetry, cove base, and new appliances. Fire station 82 renovations will include upgrades to the bathrooms including but not limited to; new toilets, vanities, lighting and plumbing fixtures, CMU wall repair/painting, mirrors, and flooring. Fire Station 84 will be receiving renovations to the kitchen and bathrooms to include but not limited to; new toilets, sinks, vanities, shower insert, cabinets, light fixtures, plumbing fixtures, and refurbishing of kitchen cabinetry.

The project included various alternates to the base bid. These alternates consisted of brand new cabinetry in lieu of refurbishing the cabinets, adding soft close hardware, and installing new carpet within the Battalion Chief's office at Fire Station 83.

The project was advertised for competitive bids on June 6th, 2019. An addendum was issued on June 28th, 2019 for alternates requested by the Fire Department. Budget allows for all alternates requested and the City will move forward with the alternate requests. Bids were received on July 11th, 2019 and the City received a total of four bids from the following:

Bidder		Base Bid	Alternate Bid	Total Bid
Rick B General Contractors.		\$139,851.00	\$45,100.00	\$184,951.00
K-Team Engineering and Construction		\$178,245.00	\$32,170.00	\$210,415.00
Prime Contractors		\$181,833.50	\$43,660.04	\$225,493.54
SOCO Contracting Company		\$323,142.35	\$107,035.00	\$430,177.35

Award of the cabinet upgrade alternate to Rick B General Contractor's will result in a reduction of \$22,900. This cost is the total of the line items associated with refurbishing the cabinetry. Total cost of the Fire Station Renovations Project will be \$162,051.00

V. ALTERNATIVES:

VI. ATTACHMENTS:

Line Item Cost

Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
ITB 20-003

Addendum #2

Fill in Unit of Measure, Quantity, and Unit Cost. Total will calculate Qty x Unit Cost.

Line Item #	Description	Unit of Measure	Qty	Unit Cost	Total
A. Fire Station 81: Day Room, Kitchen, and Adjacent Hallway					
FLOORING					
81-1	Demo tile flooring and associated base	SF	1650.00	\$ 1.50	\$ 2,475.00
81-2	Prepare, patch, repair cracks, and refinish floor as polished concrete	SF	1650.00	\$ 5.00	\$ 8,250.00
81-3	Install new 4 1/2" cove base - color determined by owner	LS	1.00	\$ 600.00	\$ 600.00
KITCHEN CABINETS					
81-4	Kitchen Sink Cabinet: demo sink cabinet; retain sink for reuse	LS	1.00	\$ 175.00	\$ 175.00
81-5	Kitchen Sink Cabinet: replace with solid wood cabinet to match all others	LS	1.00	\$ 800.00	\$ 800.00
81-6	Kitchen Sink Cabinet: reset sink with any necessary plumbing modifications	LS	1.00	\$ 250.00	\$ 250.00
81-7	Refurbish all other kitchen cabinets to match existing finish	LS	1.00	\$ 10,500.00	\$ 10,500.00
81-8	Replace all cabinet hardware with new, durable hardware	LS	1.00	\$ 800.00	\$ 800.00
81-9	Remove existing stove to be delivered City's Public Works Department. Replace with new stove (to be provided by City).	LS	1.00	\$ 320.00	\$ 320.00
Sub-Total Line items #81-1 - 81-9: A. Fire Station 81: Day Room, Kitchen, & Adjacent Hallway					\$ 24,170.00

B. Fire Station 82: Bathrooms

BATHROOMS					
82-1	Demo tile flooring and associated base.	SF	464.00	\$ 1.50	\$ 696.00
82-2	Install new 2"x 2" tile flooring with a 3"x 6" tile base; seal tile after installation. Tile color determined by owner.	SF	500.00	\$ 14.00	\$ 7,000.00
82-3	Demo toilet and urinal partitions	EA	3.00	\$ 100.00	\$ 300.00
82-4	Install new toilet and urinal partitions with material to match the old. Color determined by owner	EA	3.00	\$ 550.00	\$ 1,650.00
82-5	Demo vanity and sinks.	EA	4.00	\$ 235.00	\$ 940.00
82-6	Install new laminate vanity with underpinning. Color determined by owner.	LS	1.00	\$ 3,800.00	\$ 3,800.00
82-7	Install new sinks and faucets. Make , model, style to match old	EA	4.00	\$ 450.00	\$ 1,800.00

Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
ITB 20-003

Addendum #2

Fill in Unit of Measure, Quantity, and Unit Cost. Total will calculate Qty x Unit Cost.

Line Item #	Description	Unit of Measure	Qty	Unit Cost	Total
82-8	Demo plumbing fixtures: toilets, urinals, flush valves, shower pans, shower heads, etc.	LS	1.00	\$ 1,640.00	\$ 1,640.00
82-9	Install new commercial grade, wall mounted toilets, urinals, and associated flush valves. Models similar to example in Appendix A	EA	5.00	\$ 730.00	\$ 3,650.00
82-10	Install new shower pans in tile shower areas.	EA	3.00	\$ 550.00	\$ 1,650.00
82-11	Install new shower heads. Match old .	EA	3.00	\$ 375.00	\$ 1,125.00
82-12	Remove old mirrors and replace with new mirrors that match the old.	EA	4.00	\$ 75.00	\$ 300.00
82-13	Install new double-roll toilet paper holders	EA	3.00	\$ 25.00	\$ 75.00
82-14	Demo existing light fixtures: ceiling and shower	EA	9.00	\$ 45.00	\$ 405.00
82-15	Install new L.E.D. 1' x 4' ceiling light fixtures	EA	5.00	\$ 235.00	\$ 1,175.00
82-16	Install new L.E.D. shower light fixture as similar to old as possible. Must be rated for shower environment	EA	4.00	\$ 210.00	\$ 840.00
82-17	Remove and reset call speaker	EA	1.00	\$ 220.00	\$ 220.00
82-18	Demo one existing exhaust fan and associated registers	EA	1.00	\$ 100.00	\$ 100.00
82-19	Install two (2) new commercial grade exhaust/vented fans and associated registers	EA	2.00	\$ 700.00	\$ 1,400.00
82-20	Paint all ceiling, walls, and doors. Patch CMU walls where necessary. Colors determined by owner	LS	1.00	\$ 3,000.00	\$ 3,000.00
82-21	Install new door hardware: hinges, handles, kickplates, push plates, closures, etc.	LS	1.00	\$ 500.00	\$ 500.00
82-22	Install new shower rods	EA	3.00	\$ 50.00	\$ 150.00
Subtotal Line items #82-1 - 82-22: B. Fire Station 82: Bathrooms					\$ 32,416.00

C. Fire Station 84: Kitchen & Bathrooms

KITCHEN CABINETS

84-1	Refurbish all other kitchen cabinets to match existing finish	LS	1.00	\$ 12,400.00	\$ 12,400.00
84-2	Replace all cabinet hardware with new, durable hardware	LS	1.00	\$ 800.00	\$ 800.00

BATHROOMS

Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
ITB 20-003

Addendum #2

Fill in Unit of Measure, Quantity, and Unit Cost. Total will calculate Qty x Unit Cost.

Line Item #	Description	Unit of Measure	Qty	Unit Cost	Total
84-3	Demo tile flooring, tile walls, shower area, and associated base.	SF	360.00	\$ 1.50	\$ 540.00
84-4	Install new 2"x 2" tile flooring, walls, and shower area with a 3"x 6" tile base; seal tile after installation. Tile color determined by owner.	SF	500.00	\$ 14.00	\$ 7,000.00
84-5	Demo toilet and urinal partitions	EA	4.00	\$ 100.00	\$ 400.00
84-6	Install new toilet and urinal partitions with material to match the old. Color determined by owner	EA	3.00	\$ 550.00	\$ 1,650.00
84-7	Demo vanity and sinks.	EA	4.00	\$ 250.00	\$ 1,000.00
84-8	Install new laminate vanity with underpinning. Color determined by owner.	LS	1.00	\$ 5,265.00	\$ 5,265.00
84-9	Install new sinks and faucets. Make , model, style to match old as closely as possible	EA	4.00	\$ 450.00	\$ 1,800.00
84-10	Demo shower stall in smaller bathroom	EA	1.00	\$ 350.00	\$ 350.00
84-11	Install new shower stall in smaller bathroom to match old as closely as possible	EA	1.00	\$ 550.00	\$ 550.00
84-12	Demo plumbing fixtures: toilets, urinals, flush valves, shower pans, shower heads, etc.	EA	1.00	\$ 1,650.00	\$ 1,650.00
84-13	Install new commercial grade, wall mounted toilets, urinals, and associated flush valves. Models similar to example in Appendix A	EA	5.00	\$ 745.00	\$ 3,725.00
84-14	Install new shower pans in tile shower areas.	EA	2.00	\$ 400.00	\$ 800.00
84-15	Relocate/Install new shower heads, fixtures and applicable plumbing. Match old as closely as possible. See Addendum #1	EA	3.00	\$ 400.00	\$ 1,200.00
84-16	Demo large supply cabinet	EA	1.00	\$ 350.00	\$ 350.00
84-17	Install and paint new supply cabinet, matching old as closely as possible	LS	1.00	\$ 2,490.00	\$ 2,490.00
84-18	Remove old mirrors and replace with new mirrors that match the old.	EA	4.00	\$ 75.00	\$ 300.00
84-19	Install new double-roll toilet paper holders	EA	3.00	\$ 25.00	\$ 75.00
84-20	Demo existing light fixtures: ceiling and shower	EA	9.00	\$ 45.00	\$ 405.00
84-21	Demo acoustical ceiling tile and grid	SF	360.00	\$ 0.75	\$ 270.00
84-22	Remove and reset call speaker	EA	1.00	\$ 220.00	\$ 220.00
84-23	Install new L.E.D. 2' x 4' ceiling light fixtures	EA	7.00	\$ 85.00	\$ 595.00

Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
ITB 20-003

Addendum #2

Fill in Unit of Measure, Quantity, and Unit Cost. Total will calculate Qty x Unit Cost.

Line Item #	Description	Unit of Measure	Qty	Unit Cost	Total
84-24	Install new L.E.D. shower light fixture as similar to old as possible. Must be rated for shower environment	EA	2.00	\$ 60.00	\$ 120.00
84-25	Install new acoustical ceiling tile and grid to match the old.	EA	360.00	\$ 6.00	\$ 2,160.00
84-26	Demo one exhaust fan and associated registers	EA	1.00	\$ 100.00	\$ 100.00
84-27	Install two (2) new commercial grade exhaust/vented fans and associated registers	EA	2.00	\$ 700.00	\$ 1,400.00
84-28	Paint all walls and doors. Patch CMU walls where necessary. Colors determined by owner	LS	1.00	\$ 3,000.00	\$ 3,000.00
84-29	Install new door hardware: hinges, handles, kickplates, push plates, closures, etc.	LS	1.00	\$ 500.00	\$ 500.00
84-30	Install new shower rods	EA	3.00	\$ 50.00	\$ 150.00
Subtotal Line items #84-1 - 84-30: C. Fire Station 84: Kitchen & Bathrooms					\$ 51,265.00

D. Other

E-1	Miscellaneous Construction Allocation	LS	1.00	\$ 10,000.00	\$ 10,000.00
E-2	Mobilization, Bonds, & Insurance	LS	1.00	\$ 22,000.00	\$ 22,000.00
Subtotal Line items #E-1 - E-2: E. Other					\$ 32,000.00

BASE BID GRAND TOTAL for Fire Stations #81, #82, #84, Other	\$ 139,851.00
--	----------------------

Alternates

Alternate #1 for Fire Station 81 Kitchen Cabinets: Replace all cabinets

If the City elects to move forward with this alternate, Line Item # 81-7 above will be removed.

Alt 81-7 A	Demo all existing Kitchen Cabinets	LS	1.00	\$ 600.00	\$ 600.00
Alt 81-7 B	Install new, all wood construction Kitchen Cabinetry, Construction and Hardware as noted in Addendum #1	LS	1.00	\$ 18,500.00	\$ 18,500.00
TOTAL: Alternate #1 Fire Station 81 Kitchen Cabinets: Replace all cabinets					\$ 19,100.00

Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
ITB 20-003

Addendum #2

Fill in Unit of Measure, Quantity, and Unit Cost. Total will calculate Qty x Unit Cost.

Line Item #	Description	Unit of Measure	Qty	Unit Cost	Total
Alternate #2 for Fire Station 84 Kitchen Cabinets: Replace all cabinets					
If the City elects to move forward with this alternate, Line Item # 84-1 above will be removed.					
Alt 84-1 A	Demo all existing Kitchen Cabinets	LS	1.00	\$ 600.00	\$ 600.00
Alt 84-1 B	Install new, all wood construction Kitchen Cabinetry, Construction and Hardware as noted in Addendum #1	LS	1.00	\$ 23,700.00	\$ 23,700.00
TOTAL: Alternate #2 Fire Station 84 Kitchen Cabinets: Replace all cabinets					\$ 24,300.00

Alternate #3 Fire Station 83: Battalion Chief's Office Carpet					
83-1	Demo Existing Carpet and associated base	LS	1.00	\$ 500.00	\$ 500.00
83-2	Install new commercial grade carpet squares and new base; Color, brand, pattern determined by owner	SY	60.00	\$ 20.00	\$ 1,200.00
TOTAL: Alternate #3 Fire Station 83: Battalion Chief's Office Carpet					\$ 1,700.00

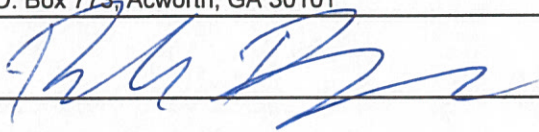
Schedule of Items
Fire Station Renovations: Kitchens and Bathrooms
Bid Price Certification for ITB #20-003

In compliance with ITB Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company
Name: Rick B General Contractors, LLC

Company
Address: P.O. Box 773, Acworth, GA 30101

Authorized
Signature:



Type Name &
Title: Rick Borowiec, President

Date Signed: 7/11/2019

Contact Info -
Phone: 404-966-7416

Contact Info -
E-mail: rick@rickbgc.com



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Jill Bazinet

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ON-CALL STORM STRUCTURE AND DRAINAGE REPAIRS

II. RECOMMENDATION:

Approve funding in an amount not to exceed \$650,000.00 to Butch Thompson Enterprises, Inc. for the On-Call Stormwater Structure and Drainage Repairs contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$650,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	\$500,000.00
SW Drainage Maintenance / 30241100541430-C1216	\$150,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00
N/A	\$0.00

IV. REPORT IN BRIEF:

The award of this funding is for on-call storm structure and drainage repairs throughout the City.

During routine inspections of the City's stormwater infrastructure, maintenance needed to any structure, ditch line, curbing, or other stormwater management infrastructure maintained by the City is noted and entered into the Public Works Asset Management System for repairs. There are currently over 700 work orders in the system pertaining to stormwater structures and drainage repairs. These repairs include but are not limited to; regular grouting of manholes, invert installations, top and throat replacements, headwall repairs, sink holes around pipes, curb and gutter replacements, and sidewalk replacement due to settled panels located behind an improperly sealed catch basin.

The Department of Public Works prepared a unit rate sheet and specifications, which included numerous line items pertaining to stormwater structure and drainage repairs and advertised for proposals on May 19, 2016. The contract was awarded to Butch Thompson Enterprises, Inc. This is year four of a five-year contract with Butch Thompson Enterprises, Inc. As funding allows, tasks will be assigned to the contractor throughout the year to help supplement Public Works Stormwater maintenance crews with the completion of work orders entered into the Asset Management System for repairs throughout the City. The initial list is as follows:

1. Lantern Ridge – Pipe and structure replacement – WO 17970 and WO 5035
2. Lynne Circle – Pipe and structure replacement – WO 18428
3. Meadow Drive – Pipe and structure replacement – WO 17259 and WO 17599 and WO 4907
4. Rillridge Court – Pipe and structure repair / replacement due to sinkhole – WO 46422

5. Crestwood Court – Pipe and structure repair / replacement due to sinkhole – WO 46421

The remaining funds will be utilized throughout the year based on emergencies that may occur and or continue working through

V. ALTERNATIVES:

VI. ATTACHMENTS:

structure work orders 08122019

WorkOrderId	Description	Address	Date Initiated
4746	Headwall Clean	Dennis Drive	10/30/2015 02:38
5020	Headwall Clean	Lantern Ridge Court	11/1/2015 04:27
5026	Headwall Clean	Lantern Ridge Court	11/1/2015 04:34
6640	Headwall Repair	Grey Abbey Drive	01/29/2016 01:54
6921	Headwall Repair	DUNOON DRIVE	02/19/2016 09:50
6978	Headwall Repair	PARK BRIDGE PARKWAY	02/19/2016 05:10
6987	Headwall Repair	TUXFORD DRIVE	02/19/2016 05:35
7023	Headwall Repair	1610 Rucker Road	02/19/2016 05:58
7739	Headwall Repair	Burford Hollow	04/14/2016 09:14
7853	Headwall Clean	Park Creek Way	04/22/2016 09:46
7880	Headwall Clean	North Point Parkway	04/24/2016 05:37
7887	Headwall Clean	Estates Terrace	04/25/2016 08:00
7888	Headwall Clean	Kia Drive	04/25/2016 08:12
7893	Headwall Clean	Bracebridge Road	04/26/2016 02:02
7894	Headwall Clean	Bracebridge Road	04/26/2016 02:26
7961	Headwall Clean	North Point Parkway	04/29/2016 06:53
8022	Headwall Clean	Park Brooke Trace	04/29/2016 07:55
8023	Headwall Clean	Brookline Trace	04/29/2016 08:07
8029	Headwall Clean	Grey Abbey Drive	04/30/2016 08:34
8030	Headwall Clean	Kimball Bridge Road	05/1/2016 11:20
17526	Headwall Repair	PROVIDENCE PLACE WAY	03/6/2017 08:52
17548	Headwall Repair	PROVIDENCE PLACE DRIVE	03/6/2017 11:50
17564	Headwall Repair	Mayfield Manor Drive	03/6/2017 09:25
17590	Headwall Repair	Mayfield Manor Drive	03/7/2017 02:40
17612	Headwall Repair	192 Mayfield Road	03/8/2017 01:39
17693	Headwall Repair	13450 Cogburn Road	03/15/2017 11:45
17900	Headwall Repair	Andover	03/29/2017 09:58
17916	Headwall Repair	Oakmere Road	03/30/2017 10:05
17919	Headwall Repair	Oakmere Road	03/30/2017 10:25
17961	Headwall Repair	Lantern Ridge Court	03/31/2017 12:53
18057	Headwall Repair	Pine Valley Drive	04/12/2017 01:41
18141	Headwall Repair	Winthrop Chase Drive	04/18/2017 11:31
18168	Headwall Repair	North Main Street	04/19/2017 10:13
18171	Headwall Repair	North Main Street	04/19/2017 11:38
18223	Headwall Repair	Winthrop Commons	04/20/2017 08:22
18255	Headwall Repair	Westside Parkway	04/23/2017 10:49
18256	Headwall Repair	Westside Parkway	04/23/2017 11:00
18276	Headwall Repair	Westside Parkway	04/24/2017 09:27
18282	Headwall Repair	Pinebrook Court	04/24/2017 10:37
18309	Headwall Repair	Pine Grove Drive	04/25/2017 09:06
18338	Headwall Repair	Providence Oaks Circle	04/26/2017 08:58
18339	Headwall Repair	Providence Road	04/26/2017 09:04
18378	Headwall Repair	Maple Lane	04/28/2017 09:28
18384	Headwall Repair	Mayfield Circle	04/28/2017 10:09
18387	Headwall Repair	Mayfield Circle	04/28/2017 12:17
18391	Headwall Repair	Mayfield Road	04/28/2017 01:28
18417	Headwall Repair	Broadwell Oaks Drive	04/29/2017 09:08
18423	Headwall Repair	Broadwell Oaks Drive	04/29/2017 09:58
18432	Headwall Repair	Milton Avenue	04/30/2017 10:14
18433	Headwall Repair	Milton Avenue	04/30/2017 10:18
18434	Headwall Repair	Milton Avenue	04/30/2017 10:37
18435	Headwall Repair	Milton Avenue	04/30/2017 10:48
25522	Headwall Repair	Wynridge Path	08/6/2017 08:58
25546	Headwall Repair	Hillcrest Heights	08/7/2017 05:04
25548	Headwall Repair	Beacon Hill Crossing	08/7/2017 09:25
25590	Headwall Repair	Beacon Hill Crossing	08/9/2017 10:08
25832	Headwall Repair	Chasewood Trail	08/29/2017 09:44
25880	Headwall Repair	Chasewood Trail	08/30/2017 09:50
26660	Headwall Repair	Meridian Crossing	10/15/2017 08:09
26947	Headwall Repair	Walnut Creek Drive	10/31/2017 02:52
26948	Headwall Repair	Walnut Creek Crossing	10/31/2017 03:54
27020	Headwall Repair	Graystone Crossing	11/4/2017 09:45
27022	Headwall Repair	Graystone Crossing	11/5/2017 09:29

27357	Headwall Repair	Gleneagle Pointe	11/16/2017 10:04
27452	Headwall Repair	Cannonero Drive	11/21/2017 09:35
27473	Headwall Repair	Douglas Road	11/22/2017 03:40
27485	Headwall Repair	Leeward Run Drive	11/26/2017 08:03
27668	Headwall Repair	Leeward Walk Circle	12/2/2017 07:11
27669	Headwall Repair	Leeward Walk Circle	12/2/2017 07:21
27774	Headwall Repair	Southlake Drive	12/7/2017 08:10
27807	Headwall Repair	Weatherly Run	12/8/2017 07:03
28020	Headwall Repair	Newport Bay Passage	12/23/2017 09:54
28023	Headwall Repair	Newport Bay Passage	12/25/2017 11:27
28041	Headwall Repair	Landings Overlook	12/26/2017 09:22
28092	Headwall Repair	Clubhouse Drive	12/28/2017 11:02
28316	Headwall Repair	Lake Shore Landing	01/6/2018 12:06
28373	Headwall Repair	Harbour Landing	01/8/2018 10:13
28375	Headwall Repair	Harbour Ridge Drive	01/8/2018 11:45
28551	Headwall Repair	Compass Pointe Chase	01/18/2018 11:01
28567	Headwall Repair	Compass Pointe Crossing	01/20/2018 10:43
28615	Headwall Repair	Compass Pointe Crossing	01/22/2018 10:28
28693	Headwall Repair	Clubhouse Drive	01/26/2018 08:19
28856	Headwall Repair	Lake Windward Drive	02/5/2018 09:13
29000	Headwall Repair	White Oak Pass	02/8/2018 09:18
29306	Headwall Repair	Alderman Drive	02/19/2018 12:37
29322	Headwall Repair	Alderman Drive	02/19/2018 02:05
29323	Headwall Repair	Alderman Drive	02/19/2018 02:23
29330	Headwall Repair	Alderman Drive	02/19/2018 03:19
29433	Headwall Repair	Morris Road	02/24/2018 01:23
29448	Headwall Repair	Morris Road	02/25/2018 08:48
29495	Headwall Repair	Dryden Road	02/26/2018 10:29
29519	Headwall Repair	Dryden Road	02/28/2018 09:01
29535	Headwall Repair	North Point Parkway	02/28/2018 04:49
29547	Headwall Repair	Webb Bridge Road	03/1/2018 10:29
29587	Headwall Repair	Clipper Bay Drive	03/3/2018 10:07
29590	Headwall Repair	Clipper Bay Drive	03/4/2018 08:54
29617	Headwall Repair	Clipper Bay Drive	03/5/2018 09:04
29646	Headwall Remove	Webb Bridge Road	03/6/2018 11:42
29670	Headwall Repair	Westchester Way	03/7/2018 10:39
29710	Headwall Repair	Southlake Drive	03/8/2018 04:03
29720	Headwall Repair	Flying Scot Way	03/8/2018 09:43
29849	Headwall Repair	Schooner Ridge	03/13/2018 10:57
29880	Headwall Repair	Copper Court	03/14/2018 08:11
29894	Headwall Repair	Southlake Drive	03/15/2018 02:17
29924	Headwall Repair	Lakewind Way	03/17/2018 06:22
29928	Headwall Repair	Americas Cup Cove	03/19/2018 07:23
29929	Headwall Repair	Americas Cup Cove	03/19/2018 07:39
29990	Headwall Repair	Stonehaven Lane	03/19/2018 09:53
30040	Headwall Repair	Intrepid Cut	03/20/2018 07:56
30042	Headwall Clean	Southlake Drive	03/20/2018 08:47
30044	Headwall Clean	Southlake Drive	03/20/2018 09:03
30121	Headwall Repair	Bannerhorn Run	03/21/2018 08:35
30126	Headwall Repair	Amberlilly Drive	03/21/2018 09:59
30163	Headwall Repair	Park Glenn Drive	03/23/2018 07:49
30164	Headwall Repair	Park Glenn Drive	03/23/2018 08:13
30168	Headwall Repair	Maid Marion Close	03/24/2018 09:47
30227	Headwall Repair	Webb Bridge Park	03/26/2018 11:01
30242	Headwall Repair	Webb Bridge Park	03/27/2018 10:00
30244	Headwall Repair	Webb Bridge Park	03/27/2018 11:06
30245	Headwall Repair	Webb Bridge Park	03/27/2018 11:17
30266	Headwall Repair	Webb Bridge Park	03/28/2018 09:36
30267	Headwall Repair	Webb Bridge Park	03/28/2018 09:45
30276	Headwall Repair	Webb Bridge Park	03/29/2018 09:11
30298	Headwall Repair	Webb Bridge Park	03/29/2018 08:25
30353	Headwall Clean	Webb Bridge Park	04/3/2018 09:36
30355	Headwall Clean	Webb Bridge Park	04/3/2018 09:55
30383	Headwall Clean	Webb Bridge Park	04/4/2018 08:40

30385	Headwall Clean	Webb Bridge Park	04/4/2018 10:08
30387	Headwall Clean	Webb Bridge Park	04/4/2018 10:20
30389	Headwall Clean	Webb Bridge Park	04/4/2018 10:41
30424	Headwall Repair	Webb Bridge Park	04/5/2018 08:40
30426	Headwall Clean	Webb Bridge Park	04/5/2018 09:13
30444	Catch Basin Repair	Windward Parkway	04/6/2018 08:35
30449	Headwall Repair	Windward Parkway	04/8/2018 08:31
30450	Headwall Repair	Windward Parkway	04/8/2018 09:11
30452	Headwall Clean	Windward Parkway	04/8/2018 09:46
30503	Headwall Clean	Windward Parkway	04/9/2018 08:18
30506	Headwall Repair	Windward Parkway	04/9/2018 09:27
30508	Headwall Clean	Windward Parkway	04/9/2018 10:11
30509	Headwall Repair	Windward Parkway	04/9/2018 10:47
30527	Headwall Repair	Edison Drive	04/10/2018 09:19
30579	Headwall Repair	Marconi Drive	04/12/2018 09:57
30580	Headwall Repair	Marconi Drive	04/12/2018 10:36
30586	Headwall Clean	Webb Bridge Road	04/13/2018 01:07
30599	Headwall Clean	Webb Bridge Road	04/15/2018 09:17
30711	Headwall Clean	Windward Parkway	04/21/2018 09:46
30712	Headwall Clean	Windward Parkway	04/21/2018 10:02
30713	Headwall Clean	Marconi Drive	04/21/2018 10:15
36443	Catch Basin Clean	Houze Road	08/19/2018 08:30
36641	Catch Basin Repair	Orchard Farm Lane	08/26/2018 09:02
36662	Junction Box Repair	Stepping Stone Drive	08/27/2018 01:06
36664	Headwall Repair	Stepping Stone Drive	08/27/2018 01:35
36669	Grate Inlet Repair	Stepping Stone Drive	08/27/2018 03:32
36670	Headwall Clean	Stepping Stone Drive	08/27/2018 08:50
36678	Headwall Repair	North Farm Drive	08/28/2018 02:24
36680	Headwall Repair	North Farm Drive	08/28/2018 02:32
36686	Headwall Repair	North Farm Drive	08/28/2018 10:35
36750	Junction Box Repair	Marlbrough Drive	09/4/2018 03:04
36786	Weir / Pedestal Inlet Repair	Carybell Lane	09/6/2018 09:49
36827	Catch Basin Clean	Carybell Lane	09/6/2018 08:39
36867	Catch Basin Clean	Carybell Lane	09/10/2018 09:19
36953	Junction Box Repair	Lewiston Court	09/17/2018 09:49
36994	Junction Box Repair	Singletree Trace	09/18/2018 02:20
37010	Junction Box Repair	Singletree Trace	09/18/2018 03:18
37016	Catch Basin Repair	Singletree Trace	09/18/2018 08:25
37017	Junction Box Clean	Singletree Trace	09/18/2018 09:06
37028	Headwall Repair	Cannonade Drive	09/19/2018 09:34
37042	Headwall Clean	Singletree Trace	09/20/2018 03:32
37044	Headwall Clean	Crabapple Tree Court	09/20/2018 04:25
37051	Headwall Clean	Crabapple Chase Drive	09/22/2018 09:00
37151	Headwall Clean	Brookhill Crossing Lane	09/26/2018 03:41
37153	Headwall Clean	Brookhill Crossing Lane	09/26/2018 08:00
37154	Headwall Repair	Crabapple Chase Drive	09/26/2018 08:58
37156	Headwall Clean	Hughes Branch Close	09/27/2018 08:40
37161	Headwall Repair	Crabapple Chase Drive	09/27/2018 09:39
37162	Headwall Clean	Crabapple Chase Drive	09/27/2018 09:57
37171	Headwall Repair	Spring Place Lane	09/27/2018 03:03
37172	Headwall Clean	Spring Place Lane	09/27/2018 03:19
37376	Headwall Clean	Welford Trace	10/8/2018 03:45
37377	Headwall Clean	Welford Trace	10/8/2018 08:47
37378	Headwall Clean	Welford Trace	10/8/2018 08:58
37410	Headwall Repair	Anna Lane	10/9/2018 09:48
37411	Junction Box Clean	Marianna Lane	10/10/2018 07:15
37413	Headwall Clean	Marianna Lane	10/10/2018 07:29
37449	Headwall Clean	Wallace Woods Lane	10/11/2018 04:46
37491	Headwall Clean	North Hickory Trace	10/15/2018 09:28
37500	Catch Basin Clean	North Hickory Trace	10/16/2018 01:55
37501	Headwall Clean	North Hickory Trace	10/16/2018 09:17
37508	Headwall Clean	North Bluff	10/17/2018 04:02
37510	Catch Basin Clean	North Hickory Trace	10/17/2018 04:40
37511	Catch Basin Repair	Crabapple Road	10/17/2018 10:16

37512	Grate Inlet Repair	Crabapple Road	10/17/2018 10:35
37540	Headwall Clean	Crabapple Road	10/18/2018 08:35
37593	Grate Inlet Repair	Arnold Mill Road	10/22/2018 10:10
37611	Catch Basin Clean	Crabapple Road	10/23/2018 08:31
37697	Headwall Clean	Crabapple Road	10/29/2018 01:01
37729	Headwall Repair	Crabapple Meadow Way	10/29/2018 04:48
37732	Headwall Repair	Owens Oak Circle	10/29/2018 09:08
37733	Headwall Repair	Crabapple Crescent Court	10/30/2018 04:53
37890	Headwall Clean	Broadwell Road	11/2/2018 04:03
37894	Headwall Repair	Broadwell Road	11/2/2018 04:27
37895	Headwall Clean	Broadwell Road	11/2/2018 04:42
37897	Headwall Clean	Salisbury Drive	11/3/2018 10:32
37899	Headwall Repair	Salisbury Drive	11/3/2018 11:10
37901	Headwall Clean	Knightsbridge Way	11/3/2018 10:36
37902	Headwall Clean	Old Rucker Road	11/4/2018 09:07
37903	Headwall Clean	Old Rucker Road	11/4/2018 09:10
37905	Headwall Clean	Old Rucker Road	11/4/2018 09:15
37906	Headwall Clean	Old Rucker Road	11/4/2018 09:34
37908	Headwall Clean	Broadwell Road	11/5/2018 08:32
37911	Headwall Repair	Broadwell Road	11/5/2018 09:07
37953	Headwall Repair	Broadwell Road	11/5/2018 08:21
37956	Headwall Clean	Watermill Falls	11/5/2018 09:49
37958	Catch Basin Repair	Brookmill Point	11/5/2018 10:01
38008	Headwall Clean	Watermill Falls	11/7/2018 09:33
38055	Headwall Clean	Brookmill Point	11/8/2018 09:16
38056	Headwall Repair	Southerby Lane	11/8/2018 10:40
38095	Weir / Pedestal Inlet Repair	Portsmouth Court	11/10/2018 02:42
38096	Junction Box Clean	Kingsport Drive	11/11/2018 08:57
38097	Junction Box Clean	Kingsport Drive	11/11/2018 09:16
38208	Headwall Clean	Birch Ridge Court	11/15/2018 10:18
38213	Headwall Clean	Birch Ridge Drive	11/15/2018 11:18
38215	Headwall Clean	Birch Ridge Drive	11/15/2018 11:37
38216	Headwall Repair	Sweetwater Trace	11/15/2018 12:54
38219	Headwall Clean	Harris Road	11/15/2018 01:42
38226	Catch Basin Repair	Harris Road	11/15/2018 02:05
38228	Headwall Clean	Harris Road	11/15/2018 02:13
38240	Headwall Repair	Birch Hollow Place	11/15/2018 03:00
38271	Headwall Clean	Birch Hollow Drive	11/16/2018 02:18
38285	Headwall Clean	Birch Hollow Drive	11/16/2018 03:21
38289	Weir / Pedestal Inlet Clean	Marstrow Drive	11/18/2018 09:12
38325	Catch Basin Repair	Marstrow Drive	11/19/2018 09:47
38383	Headwall Clean	Arklow Drive	11/21/2018 09:08
38384	Headwall Clean	Marstrow Drive	11/21/2018 09:11
38385	Headwall Repair	Arklow Drive	11/23/2018 06:24
38386	Headwall Repair	Dunbrody Avenue	11/23/2018 07:17
38413	Grate Inlet Repair	Charlotte Drive	11/26/2018 10:43
38459	Headwall Repair	McCoy Way	11/29/2018 02:17
38469	Headwall Clean	Charlotte Drive	11/29/2018 07:35
38471	Headwall Clean	Charlotte Drive	11/29/2018 08:05
38506	Other Stormwater Repair	Spence Street	11/30/2018 06:27
38507	Catch Basin Clean	Marka Lane	11/30/2018 06:33
38508	Catch Basin Repair	Marka Lane	12/1/2018 09:31
38509	Catch Basin Repair	Marka Lane	12/1/2018 09:59
38511	Headwall Clean	Marka Lane	12/2/2018 08:46
38635	Headwall Clean	Mid Broadwell Trace	12/5/2018 09:25
38637	Headwall Clean	Mid Broadwell Trace	12/5/2018 10:35
38683	Catch Basin Clean	Laurelwood Farm Drive	12/7/2018 03:02
38688	Grate Inlet Clean	Dervis Drive	12/7/2018 07:40
38689	Grate Inlet Clean	Dervis Drive	12/7/2018 08:07
38692	Catch Basin Clean	Sydney Walk	12/8/2018 09:09
38693	Junction Box Repair	Melbourne Trail	12/9/2018 10:02
38754	Junction Box Repair	Daintree Drive	12/10/2018 10:02
38755	Catch Basin Repair	Daintree Drive	12/10/2018 10:31
38889	Grate Inlet Repair	Old Milton Parkway	12/14/2018 10:05

38934	Grate Inlet Repair	Old Milton Parkway	12/17/2018 07:54
38977	Grate Inlet Repair	Old Milton Parkway	12/20/2018 08:33
38978	Grate Inlet Repair	Old Milton Parkway	12/20/2018 08:42
38980	Catch Basin Repair	Old Milton Parkway	12/20/2018 08:47
38989	Grate Inlet Repair	Old Milton Parkway	12/20/2018 12:11
38990	Grate Inlet Repair	Old Milton Parkway	12/20/2018 12:49
38991	Grate Inlet Clean	Old Milton Parkway	12/20/2018 01:16
38993	Grate Inlet Repair	Old Milton Parkway	12/20/2018 03:50
38994	Grate Inlet Repair	Old Milton Parkway	12/20/2018 04:06
38996	Grate Inlet Repair	Old Milton Parkway	12/20/2018 04:25
38998	Grate Inlet Repair	Old Milton Parkway	12/20/2018 04:49
38999	Grate Inlet Repair	Old Milton Parkway	12/20/2018 10:12
39005	Grate Inlet Repair	Old Milton Parkway	12/21/2018 08:26
39006	Grate Inlet Repair	Old Milton Parkway	12/21/2018 08:49
39105	Headwall Clean	Wills Park	01/1/2019 08:37
39106	Grate Inlet Repair	225 Roswell Road	01/1/2019 09:17
39188	Headwall Clean	Shade Tree Way	01/2/2019 08:08
39189	Catch Basin Repair	Shade Tree Way	01/2/2019 08:48
39192	Headwall Clean	Shade Tree Way	01/2/2019 09:22
39194	Headwall Repair	Shady Tree Way	01/2/2019 10:05
39287	Headwall Repair	Fairfax Drive	01/3/2019 09:46
39288	Headwall Repair	Fairfax Drive	01/3/2019 09:59
39289	Catch Basin Repair	Paddock Court	01/3/2019 10:08
39294	Headwall Repair	Veranda Court	01/4/2019 07:44
39295	Catch Basin Clean	Fairfax Drive	01/4/2019 08:15
39369	Headwall Repair	Greenmont Walk Court	01/6/2019 07:54
39371	Headwall Clean	Greenmont Walk	01/6/2019 08:16
39372	Catch Basin Clean	Greenmont Walk	01/6/2019 09:19
39374	Catch Basin Clean	Greenmont Walk	01/6/2019 09:43
39375	Catch Basin Repair	Greenmont Walk	01/6/2019 09:53
39380	Other Stormwater Repair	12900 COGBURN ROAD	01/7/2019 07:39
39406	Weir / Pedestal Inlet Repair	380 Pilgrimage Pt	01/7/2019 11:17
39431	Headwall Repair	Michaela Drive	01/8/2019 04:52
39537	Headwall Repair	Greenmont Circle	01/13/2019 04:56
39538	Catch Basin Clean	Greenmont Circle	01/13/2019 08:35
39541	Headwall Clean	Greenmont Circle	01/13/2019 09:25
39542	Headwall Clean	Greenmont Downs Trace	01/13/2019 10:17
39578	Headwall Repair	Canter Lane	01/14/2019 08:52
39580	Headwall Repair	Fox Lair Lane	01/14/2019 10:29
39607	Headwall Repair	Hunters Oaks Lane	01/15/2019 02:30
39641	Headwall Clean	Hunters Meadow Lane	01/15/2019 08:35
39642	Headwall Repair	Wills Road	01/15/2019 10:25
39677	Weir / Pedestal Inlet Repair	Rucker Road	01/17/2019 10:12
39701	Catch Basin Repair	Burnett Way	01/18/2019 09:31
39756	Headwall Clean	Burnett Way	01/22/2019 09:32
39998	Headwall Clean	Wills Road	01/30/2019 02:51
39999	Catch Basin Clean	Wills Road	01/30/2019 03:05
40002	Grate Inlet Repair	Wills Road	01/30/2019 03:19
40004	Headwall Repair	Wills Road	01/30/2019 03:47
40008	Junction Box Repair	Wills Road	01/30/2019 06:11
40009	Catch Basin Repair	Wills Road	01/30/2019 07:44
40010	Junction Box Repair	Wills Road	01/30/2019 07:45
40011	Catch Basin Clean	Wills Road	01/30/2019 07:53
40012	Headwall Clean	Wills Road	01/30/2019 09:22
40076	Grate Inlet Repair	Arrowood Lane	01/31/2019 04:56
40077	Headwall Clean	Arrowood Lane	01/31/2019 08:16
40084	Headwall Repair	Parkcreek Court	02/1/2019 08:38
40087	Catch Basin Repair	Wills Lane	02/1/2019 10:28
40090	Headwall Clean	Wills Road	02/1/2019 10:57
40104	Catch Basin Repair	Harris Ridge Court	02/3/2019 04:12
40107	Catch Basin Repair	Harris Ridge Court	02/3/2019 08:11
40108	Catch Basin Repair	Harris Ridge Court	02/3/2019 08:33
40110	Headwall Clean	Harris Ridge Court	02/3/2019 08:53
40162	Catch Basin Repair	Wills Road	02/6/2019 11:58

40163	Catch Basin Repair	Wills Road	02/6/2019 12:03
40169	Catch Basin Repair	Nathan Circle	02/6/2019 01:05
40173	Grate Inlet Clean	Trammell Drive	02/6/2019 01:50
40255	Catch Basin Repair	Wills Park	02/11/2019 04:39
40256	Grate Inlet Clean	Wills Park	02/11/2019 04:46
40257	Grate Inlet Clean	Wills Park	02/11/2019 08:24
40286	Grate Inlet Repair	Roswell Street	02/12/2019 11:28
40290	Catch Basin Repair	Roswell Street	02/12/2019 11:46
40291	Catch Basin Repair	Roswell Street	02/12/2019 11:54
40292	Catch Basin Repair	Roswell Street	02/12/2019 12:01
40293	Catch Basin Repair	Roswell Street	02/12/2019 12:12
40304	Grate Inlet Clean	Old Milton Parkway	02/12/2019 10:05
40331	Catch Basin Repair	Old Milton Parkway	02/13/2019 01:57
40334	Catch Basin Clean	Old Milton Parkway	02/13/2019 04:07
40335	Headwall Clean	Wills Park	02/13/2019 04:34
40336	Headwall Repair	Wills Road	02/13/2019 04:46
40337	Grate Inlet Clean	Old Milton Parkway	02/13/2019 08:32
40338	Grate Inlet Repair	Old Milton Parkway	02/13/2019 08:58
40339	Catch Basin Clean	Old Milton Parkway	02/13/2019 09:29
40340	Catch Basin Repair	Old Milton Parkway	02/13/2019 09:53
40347	Grate Inlet Repair	Old Milton Parkway	02/14/2019 08:51
40349	Grate Inlet Repair	Old Milton Parkway	02/14/2019 09:06
40357	Grate Inlet Repair	Old Milton Parkway	02/14/2019 09:40
40359	Grate Inlet Repair	Old Milton Parkway	02/14/2019 09:49
40360	Catch Basin Repair	Old Milton Parkway	02/14/2019 09:54
40361	Grate Inlet Repair	Old Milton Parkway	02/14/2019 09:58
40362	Grate Inlet Repair	Old Milton Parkway	02/14/2019 10:01
40375	Grate Inlet Clean	South Broad Street	02/14/2019 10:38
40393	Grate Inlet Clean	Park Plaza	02/17/2019 08:20
40418	Catch Basin Repair	Haynes Bridge Road	02/18/2019 09:15
40419	Catch Basin Repair	Haynes Bridge Road	02/19/2019 06:27
40420	Junction Box Repair	Haynes Bridge Road	02/19/2019 07:32
40488	Catch Basin Repair	Haynes Bridge Road	02/19/2019 05:47
40489	Catch Basin Clean	Haynes Bridge Road	02/19/2019 06:06
40516	Catch Basin Clean	Parkmont Drive	02/20/2019 09:47
40526	Catch Basin Repair	Parkmont Drive	02/21/2019 10:30
40528	Catch Basin Repair	Parkcreek Court	02/21/2019 12:24
40532	Catch Basin Repair	Parkcreek Court	02/21/2019 12:30
40535	Catch Basin Repair	Parkcreek Court	02/21/2019 12:49
40538	Headwall Clean	Parkcreek Court	02/21/2019 12:59
40549	Catch Basin Repair	Parkmont Drive	02/21/2019 01:33
40554	Headwall Clean	Parkmont Drive	02/21/2019 01:43
40558	Catch Basin Repair	Creeklings Drive	02/21/2019 01:52
40563	Catch Basin Repair	Creeklings Drive	02/21/2019 02:07
40568	Headwall Clean	Creeklings Drive	02/21/2019 02:20
40582	Catch Basin Repair	Lowe Lane	02/21/2019 07:38
40584	Catch Basin Repair	Lowe Lane	02/21/2019 08:47
40586	Headwall Clean	Lowe Lane	02/21/2019 10:06
40587	Catch Basin Clean	Lowe Lane	02/21/2019 10:12
40589	Headwall Clean	Lowe Lane	02/21/2019 10:21
40604	Catch Basin Repair	Mansell Court	02/22/2019 02:45
40605	Junction Box Clean	Mansell Court	02/22/2019 02:50
40638	Catch Basin Clean	Mansell Court East	02/22/2019 08:12
40640	Catch Basin Repair	Mansell Court East	02/22/2019 08:47
40641	Catch Basin Clean	Old Roswell Road	02/22/2019 08:51
40642	Grate Inlet Clean	Old Roswell Road	02/22/2019 09:02
40643	Headwall Clean	Old Roswell Road	02/22/2019 09:23
40644	Catch Basin Repair	Old Roswell Road	02/22/2019 10:20
40733	Catch Basin Clean	Westside Parkway	02/27/2019 12:25
40734	Catch Basin Clean	Westside Parkway	02/27/2019 12:35
40735	Catch Basin Clean	Westside Parkway	02/27/2019 01:08
40765	Catch Basin Clean	Westside Parkway	02/28/2019 07:37
40766	Catch Basin Clean	Westside Parkway	02/28/2019 07:50
40769	Catch Basin Clean	Westside Parkway	02/28/2019 08:17

40770	Junction Box Repair	Westside Parkway	02/28/2019 09:45
40796	Catch Basin Clean	Westside Parkway	03/1/2019 09:11
40797	Junction Box Repair	Westside Parkway	03/1/2019 09:25
40798	Grate Inlet Clean	Westside Parkway	03/1/2019 09:43
40799	Catch Basin Clean	Davis Drive	03/3/2019 07:29
40800	Grate Inlet Clean	Davis Drive	03/3/2019 07:53
40976	Grate Inlet Clean	Davis Drive	03/9/2019 06:16
40977	Catch Basin Clean	Mansell Road	03/10/2019 07:12
40979	Headwall Clean	Mansell Road/ GA 400S access ramp	03/10/2019 07:29
40983	Catch Basin Clean	Mansell Road	03/10/2019 04:03
41099	Catch Basin Repair	Mansell Road	03/16/2019 10:43
41100	Catch Basin Clean	Mansell Road	03/16/2019 01:09
41101	Catch Basin Clean	Mansell Road	03/16/2019 02:18
41102	Catch Basin Clean	Mansell Road	03/17/2019 07:47
41103	Catch Basin Repair	Sims Industrial Boulevard	03/17/2019 08:22
41164	Catch Basin Clean	North Fulton Industrial Boulevard	03/18/2019 08:18
41166	Catch Basin Clean	North Fulton Industrial Boulevard	03/18/2019 08:30
41168	Headwall Clean	North Fulton Industrial Boulevard	03/18/2019 08:53
41169	Catch Basin Repair	North Fulton Industrial Boulevard	03/18/2019 09:11
41170	Catch Basin Repair	North Fulton Industrial Boulevard	03/18/2019 09:19
41223	Catch Basin Clean	Maxwell Road	03/21/2019 02:38
41224	Junction Box Repair	Maxwell Road	03/21/2019 03:07
41225	Junction Box Repair	Maxwell Road	03/21/2019 03:11
41232	Headwall Repair	Hembree Road	03/21/2019 09:02
41233	Junction Box Repair	Hembree Road	03/21/2019 09:12
41259	Headwall Clean	Lakewood Parkway	03/22/2019 10:41
41260	Catch Basin Repair	Lakewood Parkway	03/23/2019 09:43
41262	Catch Basin Repair	Lakewood Parkway	03/23/2019 01:02
41263	Headwall Clean	Lakewood Parkway	03/23/2019 01:53
41264	Headwall Clean	Sanctuary Parkway	03/23/2019 09:41
41266	Weir / Pedestal Inlet Repair	Sanctuary Parkway	03/23/2019 10:10
41267	Catch Basin Clean	Sanctuary Parkway	03/24/2019 10:48
41268	Catch Basin Repair	Sanctuary Parkway	03/24/2019 11:04
41274	Catch Basin Repair	Sanctuary Parkway	03/25/2019 01:59
41275	Catch Basin Repair	Sanctuary Parkway	03/25/2019 02:10
41276	Catch Basin Repair	Sanctuary Parkway	03/25/2019 02:34
41281	Catch Basin Clean	Westside Parkway	03/25/2019 03:03
41283	Headwall Repair	Sanctuary Parkway	03/25/2019 03:08
41367	Catch Basin Clean	Westside Parkway	03/27/2019 08:26
41368	Catch Basin Clean	Westside Parkway	03/27/2019 08:35
41369	Catch Basin Repair	Westside Parkway	03/27/2019 09:35
41370	Headwall Clean	Westside Parkway	03/27/2019 09:49
41371	Headwall Clean	Westside Parkway	03/27/2019 09:59
41372	Catch Basin Clean	Westside Parkway	03/27/2019 10:14
41391	Headwall Clean	Westside Parkway	03/28/2019 10:36
41408	Weir / Pedestal Inlet Repair	Westside Parkway	03/31/2019 06:42
41409	Catch Basin Clean	Westside Parkway	03/31/2019 08:26
41411	Catch Basin Repair	Westside Parkway	03/31/2019 08:42
41412	Grate Inlet Repair	Arts Summit Road	03/31/2019 10:33
41455	Catch Basin Clean	Westside Parkway	04/2/2019 12:34
41491	Catch Basin Repair	Westside Parkway	04/3/2019 01:12
41497	Junction Box Repair	Westside Park	04/3/2019 04:42
41498	Headwall Repair	Westside Park	04/3/2019 04:51
41499	Junction Box Repair	Founders Parkway parking lot	04/3/2019 09:11
41514	Catch Basin Clean	Haynes Bridge Road	04/4/2019 12:18
41515	Catch Basin Repair	11360 Haynes Bridge Road, Alpharetta, 30009	04/4/2019 12:52
41521	Catch Basin Clean	Haynes Bridge Road	04/4/2019 04:06
41563	Headwall Repair	Lakeview Parkway	04/5/2019 09:21
41565	Catch Basin Repair	Haynes Bridge Road	04/6/2019 09:22
41566	Grate Inlet Repair	Haynes Bridge Road	04/6/2019 09:42
41567	Catch Basin Repair	Haynes Bridge Road	04/7/2019 09:28
41568	Junction Box Repair	Northwinds Parkway	04/7/2019 09:42
41569	Headwall Clean	Northwinds Parkway	04/7/2019 09:57
41571	Catch Basin Clean	Northwinds Parkway	04/7/2019 10:22

41573	Headwall Clean	Northwinds Parkway	04/7/2019 10:32
41639	Catch Basin Repair	Northwinds Parkway	04/8/2019 07:41
41688	Headwall Clean	Teasley Place	04/10/2019 09:49
41689	Weir / Pedestal Inlet Clean	Teasley Place	04/10/2019 10:23
41736	Catch Basin Repair	Rainwater Boulevard	04/11/2019 12:14
41741	Catch Basin Clean	Haynes Bridge Road	04/11/2019 01:27
41744	Catch Basin Clean	Haynes Bridge Road	04/11/2019 01:46
41767	Headwall Repair	Haynes Bridge Road	04/12/2019 02:12
41768	Catch Basin Repair	Haynes Bridge Road	04/12/2019 02:30
41770	Catch Basin Repair	Norcross Street	04/12/2019 07:08
41771	Headwall Clean	Haynes Bridge Road	04/12/2019 09:05
41772	Catch Basin Repair	Haynes Bridge Road	04/12/2019 09:22
41775	Catch Basin Clean	Thompson Street	04/14/2019 03:10
41876	Catch Basin Clean	Westside Parkway	04/17/2019 08:58
41877	Junction Box Repair	Westside Parkway	04/17/2019 09:14
41956	Headwall Repair	Westside Parkway	04/18/2019 07:48
41962	Catch Basin Repair	Amber Park Drive	04/19/2019 03:44
41964	Junction Box Repair	Northwinds Parkway	04/19/2019 07:08
41967	Headwall Clean	Police Headquarters	04/19/2019 08:38
41968	Headwall Repair	Police Headquarters	04/19/2019 08:48
41969	Other Stormwater Repair	Police Headquarters	04/19/2019 08:54
41970	Weir / Pedestal Inlet Repair	Police Headquarters	04/19/2019 09:08
41973	Headwall Repair	Police Headquarters	04/20/2019 01:29
41974	Headwall Clean	Police Headquarters	04/20/2019 01:33
41976	Headwall Clean	Kimball Bridge Road	04/20/2019 02:01
41979	Catch Basin Clean	Haynes Bridge Road	04/20/2019 03:52
41980	Catch Basin Clean	Haynes Bridge Road	04/20/2019 03:53
41981	Catch Basin Clean	Haynes Bridge Road	04/20/2019 04:39
41982	Grate Inlet Repair	Westside Parkway	04/20/2019 06:10
41983	Grate Inlet Repair	Westside Parkway	04/20/2019 06:18
41985	Grate Inlet Repair	Westside Parkway	04/20/2019 07:07
41988	Headwall Clean	Westside Parkway	04/20/2019 09:27
41990	Headwall Clean	Westside Parkway	04/20/2019 10:06
41991	Weir / Pedestal Inlet Clean	Westside Parkway	04/20/2019 10:38
41993	Headwall Clean	Morrison Parkway	04/21/2019 08:41
41994	Catch Basin Clean	Westside Parkway	04/21/2019 11:02
41995	Junction Box Repair	Westside Parkway	04/21/2019 12:44
41996	Catch Basin Clean	Westside Parkway	04/21/2019 01:01
41997	Catch Basin Clean	Westside Parkway	04/21/2019 08:04
41998	Headwall Clean	Westside Parkway	04/21/2019 08:20
42165	Headwall Install	Karen Drive	04/26/2019 02:04
42166	Headwall Install	Karen Drive	04/26/2019 02:04
42168	Headwall Clean	Karen Drive	04/26/2019 02:14
42175	Headwall Repair	Karen Drive	04/26/2019 02:36
42178	Grate Inlet Clean	Michael Drive	04/26/2019 03:59
42179	Weir / Pedestal Inlet Install	Devore Road	04/27/2019 05:59
42180	Weir / Pedestal Inlet Repair	Equestrian Park	04/27/2019 07:01
42182	Grate Inlet Clean	Equestrian Park	04/27/2019 08:34
42184	Grate Inlet Repair	Equestrian Park	04/27/2019 08:48
42186	Headwall Clean	Equestrian Park	04/27/2019 09:59
42187	Headwall Clean	Equestrian Park	04/27/2019 10:14
42188	Headwall Clean	Equestrian Park	04/28/2019 08:28
42190	Headwall Clean	Equestrian Park	04/28/2019 03:16
42191	Weir / Pedestal Inlet Clean	Equestrian Park	04/28/2019 03:42
42192	Weir / Pedestal Inlet Clean	Equestrian Park	04/28/2019 04:17
42193	Weir / Pedestal Inlet Repair	Equestrian Park	04/28/2019 04:35
42194	Headwall Clean	Equestrian Park	04/28/2019 04:42
42195	Headwall Clean	Wills Park	04/28/2019 05:10
42196	Headwall Clean	Wills Park	04/28/2019 05:15
42197	Grate Inlet Clean	Wills Park	04/28/2019 05:58
42199	Grate Inlet Repair	Wills Park	04/28/2019 06:35
42201	Headwall Clean	Wills Park	04/28/2019 07:09
42202	Headwall Repair	Wills Park	04/28/2019 07:24
42205	Grate Inlet Clean	Wills Park	04/28/2019 07:53

42206	Grate Inlet Clean	Wills Park	04/28/2019 08:17
42210	Catch Basin Clean	Wills Road	04/29/2019 07:42
42237	Headwall Repair	Wills Park	04/29/2019 02:58
42240	Headwall Repair	Wills Park	04/29/2019 03:06
42257	Headwall Repair	Wills Park	04/29/2019 03:28
42267	Headwall Clean	Lakeview Parkway	04/29/2019 08:22
46691	Headwall Clean	Pineset Drive	08/4/2019 09:14



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Sponsored By:
Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ON-CALL STORM PIPE CLEANING

II. RECOMMENDATION:

Approve funding in an amount not to exceed \$100,000.00 to Southern Hydro Vac, Inc., to perform stormwater pipe cleaning and stormceptor maintenance services for the City and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$100,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	\$100,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

The City has a continued need for a reliable and responsive stormwater pipe cleaning contractor. Stormwater pipe cleaning services are needed to supplement City resources in providing quick proactive storm pipe flushing to prevent flooding and possible damage to property in the event of a clogged storm pipe during storm events. The stormwater pipe cleaning contractor will be available on an as needed basis.

The Department of Public Works with guidance from the Department of Finance prepared a Request for Proposals (RFP) and advertised for proposals in August of 2014. The City received three proposals on September 22, 2014 from Southern Hydro Vac, Inc., Chase Plumbing, and Mechanical, and Pipe Logistics. Staff from the Department of Public Works reviewed and scored the proposals. The Evaluation Committee met October 1, 2014 to tabulate the overall scores. Each proposal was evaluated based on related experience (30 points), average response time (30 points), and cost (40 points).

The high scoring firm, Southern Hydro Vac, Inc., was awarded the contract. The City entered into a two (2) year agreement with an option for three additional one-year renewals. We are currently in the final year renewal under the contract with Southern Hydro Vac, Inc. The attached work order list identifies the initial tasks Southern Hydro vac will accomplish. The remaining funds are utilized throughout the year when the Department receives calls concerning clogged drains.

V. ALTERNATIVES:

VI. ATTACHMENTS:

storm pipe unclog 08122019

WO	Structure ID	Pipe Span (ft)	Street
27023	32135	2.5	Graystone Crossing
27358	45167	1.5	Douglas Road
27477	42223	2.5	Huntington Trace Lane
27486	42535	1.5	Leeward Run Drive
27670	45074	2.5	Leeward Walk Circle
27766	45210	4	Douglas Road
27806	33695	2	Gannett Nook
28314	30883	2.5	Lake Shore Landing
28502	30561	1.5	Harbour Overlook
	30017	2	Mossy Place
	30116	1.5	Oakview Court
	30183	1.5	Inlet Woods Court
	30247	1.5	Spinnaker Drive
	30343	2	Clipper Bay Drive
	30357	2	Clipper Bay Drive
	30389	1.5	Chantilly Drive
	30431	1.5	Lake Windward Overlook
	30582	1.5	Harbour Overlook
	30769	2	Mid Broadwell Trace
	30853	1.5	Marka Lane
	30885	2.5	Crabapple Meadow Way
	30935	3	Clubhouse Drive
	30954	1.5	Hughes Branch Close
	30965	2	Crabapple Chase Drive
	30986	3	Crabapple Chase Drive
	31000	2	Windward Parkway
	31145	1.5	Carybell Lane
	31822	1.5	Compass Pointe Crossing
	31910	1.5	Greenmont Walk
	31971	1.5	Hunters Meadow Lane
	32108	2.5	Birch Ridge Court
	32129	2	Birch Ridge Drive
	32195	2	Stelten Way
	32301	1.5	Canberra Way
	33139	1.5	Devon Lane
	33461	1.5	Bittercress Court
	33501	1.5	Rhodes Creek Trail
	33714	2	Bannerhorn Run
	33954	1.5	Schooner Ridge
	34027	1.5	Southlake Drive
	34091	1.5	Maid Marion Close
	34105	1.5	Maid Marion Close
	34109	1.5	Maid Marion Close
	34130	1.5	Friar Court
	34524	1.5	Haynes Bridge Road
	34929	1.5	Market Place
	34985	1.5	Little Pine Trail
	35042	1.5	Windward Parkway
	35049	1.5	Windward Parkway
	35053	1.5	Windward Parkway
	35094	1.5	Windward Parkway
	35133	3	Marconi Drive
	35137	3	Marconi Drive
	35165	4	Marconi Drive
	35169	4	Marconi Drive
	35229	3	Morrison Parkway
	35245	1.5	Windward Parkway
	35262	1.5	North Point Parkway
	35480	1.5	North Point Parkway
	36311	1.5	Alexander Drive
	37002	4	Mansell Road
	37240	1.5	Westside Parkway
	37384	3	Warsaw Road

	38239	1.5	Lowe Lane
	38246	1.5	Lowe Lane
	38848	2	Churchill Heights
	38876	2	Flying Scot Way
	38948	3	North Fulton Industrial Boulevard
	38953	3	North Fulton Industrial Boulevard
	38998	2	Southlake Drive
	39002	2	Southlake Drive
	40060	1.5	Laurelwood Lane
	40098	1.5	Webb Bridge Road
	40155	0	Northwinds Parkway
	40159	0	Northwinds Parkway
	40994	1.5	North Hickory Trace
	40999	1.5	North Bluff
	41026	1.5	North Hickory Trace
	41054	3	Anna Lane
	41059	1.5	Marianna Lane
	41066	2.5	Wallace Woods Lane
	41078	2	Spring Place Lane
	41126	2	Brookmill Point
	41137	1.5	Watermill Falls
	41727	1.5	Webb Bridge Park
	41733	1.5	Webb Bridge Park
	41757	1.5	Webb Bridge Park
	41760	1.5	Webb Bridge Park
	41780	1.5	Webb Bridge Park
	41793	1.5	Webb Bridge Park
	41805	1.5	Webb Bridge Park
	41827	4	Davis Drive
	42464	1.5	Fox Road
	42470	1.5	Fox Road
	43120	1.5	Mid Broadwell Road
	43192	2	Mayfield Manor Drive
	43401	1.75	Hopewell Road
	43525	1.5	Shady Grove Lane
	43527	1.5	Shady Grove Lane
	43530	1.5	Shady Grove Lane
	43613	1.25	Hopewell Road
	43731	2	Lantern Ridge Court
	43814	1.5	Broadwell Road
	43888	1	Old Rucker Road
	43891	1	Old Rucker Road
	43952	1.5	Broadwell Road
	43955	1.5	Broadwell Road
	43997	1	Charlotte Drive
	44003	1	Charlotte Drive
	44006	1.5	Charlotte Drive
	44235	1.5	Crabapple Road
	44238	1.5	Crabapple Road
	44569	1.5	Mayfield Road
	44577	1.5	Mayfield Road
	44613	1.5	Mayfield Road
	44626	1.5	Providence Road
	44679	1.5	Devore Road
	45257	3	Winthrope Chase Drive
	46252	1.5	Waters Road
	46261	2	Waters Road
	46267	1.5	Big Creek Overlook
	46386	1.5	Morris Road
	46389	1	Morris Road
	46392	1	Morris Road
	46395	1	Morris Road
	46657	1.5	Wills Road
	46703	1	Wills Road

	46732	1.25	GA-9/GA-120
	46758	2.5	Old Milton Parkway
	46918	1.5	Hopewell Road
	47198	2.5	Sanctuary Parkway
	47234	2	Sanctuary Parkway
	47408	1.5	Westside Parkway
	47412	1.5	Webb Bridge Road
	48512	1.5	Old Milton Parkway
	48551	1.25	Old Milton Parkway
	48562		Old Milton Parkway
	48563	2	Old Milton Parkway
	48564	1.5	Old Milton Parkway
	48575	1.5	Old Milton Parkway



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Sponsored By:
Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ON-CALL STORMWATER PIPE LINING SERVICES - IPR

II. RECOMMENDATION:

Approve funding in an amount not to exceed \$1,000,000.00 to IPR Southeast for the On-Call Stormwater Pipe Lining Services contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$1,000,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	\$1,000,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair.

During routine inspections of the City's stormwater pipe conveyance infrastructure, pipe condition is evaluated and ranked and work orders are entered into the Public Works Asset Management System for repairs.

Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair, but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost effective way of making repairs while minimizing the impacts on our roads, parking lots, and residents.

On July 18, 2016, the City approved three 5-year pipe lining contracts. Each contract is for a specific variation of pipe lining. The contracts allow the City to follow-up our inspections by making necessary repairs prior to pipe reaching failure. The City currently has over 200 pipe lining work orders in the queue. Most of the pipes that have been identified meet the criteria necessary for repairs through the on-call contract with IPR Southeast. The award of this funding will provide for pipe lining throughout the City on our most critical pipes. We anticipate that this funding will cover between 4,000 and 5,000 linear feet of pipe lining. The attached work order list identifies the pipes to be lined by IPR.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Pipe Lining Work Order List 08122019

WO	Structure ID	Pipe Diameter (ft)	Street
6896	31850	1.5	Greenmont Walk
6904	31964	2.5	Hunters Oaks Drive
6908	31989	1.5	Hunters Oaks Lane
6911	32022	1.5	Fox Lair Lane
6913	32048	2.5	Hunters Oaks Drive
7020	41406	3	Cains Cove
16116	39958	2	Laurelwood Lane
18188	32524	3.5	Winthrop Park Drive
18385	43334	3.5	Mayfield Circle
29803	39126	1.5	Schooner Ridge
29812	39122	1.5	Schooner Ridge
29815	39095	2	Schooner Ridge
29816	39099	2	Schooner Ridge
29824	39133	1.5	Schooner Ridge
29825	39137	1.5	Schooner Ridge
29826	33918	2	Schooner Ridge
29827	39144	2	Schooner Ridge
29846	33924	2	Schooner Ridge
29847	33932	2	Schooner Ridge
29875	33980	1.5	Schooner Ridge
30041	34034	4.5	Southlake Drive
30181	34166	2.5	Maid Marion Close
30602	33584	4.5	Southlake Drive
39190	31660	2.5	Shade Tree Way
39191	31664	2.5	Shade Tree Way
39193	31682	1.5	Shade Tree Way
39285	31640	2	Fairfax Drive
39286	31628	2	Fairfax Drive
39290	48350	2	Paddock Court
39364	31900	1.5	Greenmont Walk
39365	31884	1.5	Greenmont Walk
39366	31888	1.5	Greenmont Walk
39367	31896	1.5	Greenmont Walk
39368	31892	2	Greenmont Walk Court
39373	31847	1.5	Greenmont Walk
39453	43740	1.5	Cains Cove
39495	31765	4	Greenmont Walk
39540	31866	3	Greenmont Circle
41511	39962	1.5	Laurelwood Lane
41905	32660	1.5	Henderson Court
42747	32531	2.5	Winthrop Park Drive
	30053	1.5	Ridgewood Way
	30118	1.5	Briers Creek Drive
	30136	1	Chestnut Court
	30147	1.5	Briers Creek Drive
	30163	1.5	Willow Tree Way
	30168	2	Briers Chute
	30173	3.5	White Oak Pass
	30237	1.5	Spinnaker Circle
	30264	1.5	Spinnaker Lane
	30348	4	Chelsey Court
	30352	4.5	Chelsey Court
	30362	1.5	Chantilly Drive
	30440	3	Chantilly Drive
	30654	1.5	Woodfield Lane
	30677	1.5	Myers Drive
	30702	4	Sherry Drive
	30727	3	Myers Drive
	30731	3	Myers Drive
	30739	3	Myers Drive
	30743	1.5	Wendy Hill Drive
	30747	1.5	Wendy Hill Drive
	30754	1.5	Woodfield Lane

Utility Asset Management
IPR Southeast

	30797	3	Pruitt Drive
	30846	2.5	Pruitt Drive
	30931	3	Clubhouse Drive
	30946	3	Clubhouse Drive
	30952	3	Clubhouse Drive
	31035	2	Carybell Lane
	31262	3.5	Bent Creek Manor
	31275	1.5	Carybell Lane
	31351	3	Clubhouse Drive
	31463	2	Brookhill Crossing Lane
	31493	3	Crabapple Chase Court
	31511	2	Knightsbridge Way
	31528	1.5	Salisbury Drive
	31535	2	Salisbury Drive
	31746	4	Newport Bay Passage
	31756	1.5	Newport Bay Passage
	31795	3	Greenmont Circle
	31845	2.5	Compass Pointe Crossing
	32075	2.5	Dennis Drive
	32093	2	Graystone Crossing
	32099	3	Dennis Drive
	32110	2	Graystone Way
	32173	2.5	Birch Hollow Drive
	32342	1.5	Sydney Walk
	32372	2	Pine Grove Drive
	32387	3	Pinebrook Court
	32416	3	Chasewood Trail
	32418	2.5	North Creek Circle
	32788	5	Walnut Creek Trail
	32799	4.5	Walnut Creek Trail
	33020	2	Tidewater Way
	33024	2	Tidewater Way
	33095	2	North Somerset Lane
	33106	1.5	Hamptons Crossing
	33114	4	North Somerset Lane
	33139	1.5	Devon Lane
	33267	1.5	Cogburn Road
	33459	2	Tammany Pointe
	33473	1.5	Southlake Drive
	33582	1.5	Penn Oak Court
	33587	1.5	Southlake Drive
	33598	1.5	Southlake Drive
	33852	0	Henderson Parkway
	34041	1.5	Southlake Drive
	34067	5	Southlake Drive
	34620	4.5	Windward Concourse
	34677	3	Rainwater Drive
	34681	3	Rainwater Drive
	35108	1.5	Windward Parkway
	35258	5.5	North Point Parkway
	35273	5.5	North Point Parkway
	35614	1.5	Preston Ridge Road
	35769	1.5	North Point Parkway
	35937	2	Park Brooke Trace
	36948	2	Wills Road
	37039	2	Mansell Road
	37184	2	Karen Drive
	37407	2	Warsaw Road
	37667	2	Cape York Trace
	37669	4	Lakeview Parkway
	37671	2	Cape York Trace
	38127	2.5	Grey Abbey Drive
	38159	1.5	Creekline Drive
	38163	1.5	Creekline Drive

	38195	1.5	Parkcreek Court
	38213	2	Parkmont Drive
	38217	2	Parkmont Drive
	38232	1.5	Lowe Lane
	38269	2.5	Park Creek Drive
	38322	2	Park Creek Drive
	38403	4	Park Bridge Parkway
	38554	1.5	May Apple Drive
	38561	1.5	May Apple Lane
	38591	2	Park Bridge Parkway
	38603	1.5	Park Bridge Parkway
	38607	1.5	Park Bridge Parkway
	38615	2.5	Park Bridge Parkway
	38635	2	Gromwell Drive
	38642	1.5	Goldenrod Drive
	38660	1.5	Goldenrod Drive
	38781	2	Cumming Street
	38791	1.5	Cumming Street
	38801	3	Westchester Way
	38818	2.5	Cumming Street
	38825	1.5	Karen Drive
	38855	3	Southlake Drive
	38900	1.5	Webb Bridge Road
	38936	1.5	Sims Industrial Boulevard
	38940	1.5	Sims Industrial Boulevard
	38979	3	Hembree Road
	39090	2.5	Westside Parkway
	39167	2	Webb Bridge Road
	39320	3	Westside Parkway
	39323	3	Westside Parkway
	39364	2	Sherry Drive
	39409	2	Carybell Lane
	39615	4	Sundew Drive
	39655	4	Essex Court
	39662	4	Henderson Parkway
	39699	4	Park Bridge Parkway
	39710	2	Park Bridge Parkway
	39875	1.5	Arrowood Lane
	39886	1.5	Arrowood Lane
	39905	1.5	Arrowood Court
	39909	3	Arrowood Court
	39975	1.5	Crestwood Court
	40082	1.5	Brown Thrasher Court
	40607	2	Dunster Court
	40633	2.5	Driffield Court
	40678	3	Providence Place Way
	40694	1.5	Providence Square
	40765	4.5	Windward Parkway
	40819	2	Mansell Court East
	40946	2	Kimball Bridge Road
	40961	3	Pinehigh Drive
	41102	1.5	Brookmill Point
	41107	2	Brookmill Point
	41109	2	Brookmill Point
	41131	6	Watermill Falls
	41319	1.5	Harris Ridge Court
	41331	2.5	Harris Ridge Court
	41336	2	Harris Ridge Court
	41338	2	Harris Ridge Court
	41340	1.5	Harris Ridge Court
	41343	1.5	Upper Hembree Road
	41721	1.5	Webb Bridge Park
	41736	1.5	Webb Bridge Park
	41751	1.5	Webb Bridge Park

	41763	1.5	Webb Bridge Park
	41767	1.5	Webb Bridge Park
	41778	1	Webb Bridge Park
	41988	1.5	Mansell Road
	42136	2.5	Amber Park Drive
	42334	1.5	Parkmont Drive
	42439	2.5	Stonebury Drive
	42522	1.5	Belmont Chase Court
	42621	1.25	Trammell Drive
	42627	2	Trammell Court
	42632	2.5	Milton Avenue
	42635	1.5	Trammell Place
	42652	2.5	Milton Avenue
	42924	5	Kenneth Drive
	42926	5	Brook Drive
	42964	3	Meadow Drive
	42966	3	Meadow Drive
	42968	3	Meadow Drive
	43024	3	Lynne Circle
	43045	1.25	Benson Court
	43289	8	Mayfield Road
	43293	2	Mayfield Road
	43297	1.75	Mayfield Road
	43306	1.5	Maple Lane
	43321	1.25	Mayfield Circle
	43327	1.5	Mayfield Circle
	43330	1.25	Mayfield Circle
	43337	1.5	Meadow Drive
	43408	1.5	North Trace
	43410	2	North Trace
	43433	3	Surrey Point
	43444	1.5	Surrey Point
	43453	4	Surrey Court
	43457	3	Surrey Court
	43484	4	Brookford Drive
	43503	4	Oakmere
	43615	2	Canton Street
	43617	2	Canton Street
	43897	1.5	Old Rucker Road
	43900	1.5	Old Rucker Road
	44452	1.5	Mayfield Road
	44468	1.5	Mayfield Road
	44592	2	Mayfield Road
	44599	1.5	Mayfield Road
	44629	1.5	Providence Road
	44796	2	Mansell Court East
	44862	1.5	Sterling Lane
	44868	2.5	Sterling Lane
	45074	2.5	Leeward Walk Circle
	45507	2	Rillridge Court
	46267	1.5	Big Creek Overlook
	46389	1	Morris Road
	46610	2	Flying Scot Way
	46652	2	Wills Road
	46707	1.25	Wills Road
	46711	1.25	Wills Road
	46724	4	Wills Road
	46796	2	Wills Park
	46883	3	Lantern Ridge Court
	46944	6	Sherry Drive
	46953	3	Myers Drive
	47010	3	Broadwell Oaks Drive
	47011	3	Broadwell Oaks Drive
	47020	1.25	Roswell Street

	47038	3.5	Roswell Street
	47042	4	Roswell Street
	47096	4	Founders Parkway
	47158	1.5	Lantern Ridge Court
	47167	4.5	Sanctuary Parkway
	47170	4	Sanctuary Parkway
	48018	2	Carybell Lane
	48022	4	Stepping Stone Drive
	48025	4	Stepping Stone Drive
	48044	1.5	Bethany Court
	48052	2	Briers Chute
	48062	3	Myers Drive
	48064	1.5	Wendy Hill Drive
	48073	3	Brookstone Court
	48212	2	Henderson Parkway
	48395	2.5	Alpharetta PS Parking Lot
	48397	2.5	Alpharetta PS Parking Lot
	48403	1.5	Alpharetta PS Parking Lot
	48416	1.5	Alpharetta PS Parking Lot
	48566	1.5	Old Milton Parkway



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Sponsored By:
Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: ON-CALL STORMWATER PIPE LINING SERVICES - UAM

II. RECOMMENDATION:

Approve funding in an amount not to exceed \$500,000.00 to Utility Asset Management, Inc. for the On-Call Stormwater Pipe Lining Services contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$500,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
SW Pipe & Structure R&M / 302-41100-5411430-C1308	\$500,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, many of our pipes have met or exceeded their life expectancy and are in need of repair.

During routine inspections of the City's stormwater pipe conveyance infrastructure, pipe condition is evaluated and ranked and work orders are entered into the Public Works Asset Management System for repairs.

Pipe maintenance falls into two categories; full replacement and repairs in place. When pipes are in need of repair, but are not to the point of complete failure or replacement, the City has a unique opportunity of extending pipe life expectancy through trenchless lining of the pipe. The trenchless system of lining pipes has been recognized as being the most efficient and cost effective way of making repairs while minimizing the impacts on our roads, parking lots, and residents.

On July 18, 2016, the City approved three 5-year pipe lining contracts. Each contract is for a specific variation of pipe lining. The contracts allow the City to follow-up our inspections by making necessary repairs prior to pipe reaching failure. The City currently has over 200 pipe lining work orders in the queue. Larger pipes or those that remain inundated by streams require use of the spincast method for pipe lining. The on-call contract with Utility Asset Management, Inc. (UAM) covers this method. The award of this funding will provide for pipe lining throughout the City on our most critical pipes. We anticipate that this funding will cover between 1,000 and 2,000 linear feet of pipe lining.

The attached work order list identifies the initial tasks UAM will completed and the remaining funds will be utilized throughout the remainder of the year.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Pipe Lining Work Order List 08122019

WO	Structure ID	Pipe Diameter (ft)	Street
6896	31850	1.5	Greenmont Walk
6904	31964	2.5	Hunters Oaks Drive
6908	31989	1.5	Hunters Oaks Lane
6911	32022	1.5	Fox Lair Lane
6913	32048	2.5	Hunters Oaks Drive
7020	41406	3	Cains Cove
16116	39958	2	Laurelwood Lane
18188	32524	3.5	Winthrop Park Drive
18385	43334	3.5	Mayfield Circle
29803	39126	1.5	Schooner Ridge
29812	39122	1.5	Schooner Ridge
29815	39095	2	Schooner Ridge
29816	39099	2	Schooner Ridge
29824	39133	1.5	Schooner Ridge
29825	39137	1.5	Schooner Ridge
29826	33918	2	Schooner Ridge
29827	39144	2	Schooner Ridge
29846	33924	2	Schooner Ridge
29847	33932	2	Schooner Ridge
29875	33980	1.5	Schooner Ridge
30041	34034	4.5	Southlake Drive
30181	34166	2.5	Maid Marion Close
30602	33584	4.5	Southlake Drive
39190	31660	2.5	Shade Tree Way
39191	31664	2.5	Shade Tree Way
39193	31682	1.5	Shade Tree Way
39285	31640	2	Fairfax Drive
39286	31628	2	Fairfax Drive
39290	48350	2	Paddock Court
39364	31900	1.5	Greenmont Walk
39365	31884	1.5	Greenmont Walk
39366	31888	1.5	Greenmont Walk
39367	31896	1.5	Greenmont Walk
39368	31892	2	Greenmont Walk Court
39373	31847	1.5	Greenmont Walk
39453	43740	1.5	Cains Cove
39495	31765	4	Greenmont Walk
39540	31866	3	Greenmont Circle
41511	39962	1.5	Laurelwood Lane
41905	32660	1.5	Henderson Court
42747	32531	2.5	Winthrop Park Drive
	30053	1.5	Ridgewood Way
	30118	1.5	Briers Creek Drive
	30136	1	Chestnut Court
	30147	1.5	Briers Creek Drive
	30163	1.5	Willow Tree Way
	30168	2	Briers Chute
	30173	3.5	White Oak Pass
	30237	1.5	Spinnaker Circle
	30264	1.5	Spinnaker Lane
	30348	4	Chelsey Court
	30352	4.5	Chelsey Court
	30362	1.5	Chantilly Drive
	30440	3	Chantilly Drive
	30654	1.5	Woodfield Lane
	30677	1.5	Myers Drive
	30702	4	Sherry Drive
	30727	3	Myers Drive
	30731	3	Myers Drive
	30739	3	Myers Drive
	30743	1.5	Wendy Hill Drive
	30747	1.5	Wendy Hill Drive
	30754	1.5	Woodfield Lane

Utility Asset Management
IPR Southeast

	30797	3	Pruitt Drive
	30846	2.5	Pruitt Drive
	30931	3	Clubhouse Drive
	30946	3	Clubhouse Drive
	30952	3	Clubhouse Drive
	31035	2	Carybell Lane
	31262	3.5	Bent Creek Manor
	31275	1.5	Carybell Lane
	31351	3	Clubhouse Drive
	31463	2	Brookhill Crossing Lane
	31493	3	Crabapple Chase Court
	31511	2	Knightsbridge Way
	31528	1.5	Salisbury Drive
	31535	2	Salisbury Drive
	31746	4	Newport Bay Passage
	31756	1.5	Newport Bay Passage
	31795	3	Greenmont Circle
	31845	2.5	Compass Pointe Crossing
	32075	2.5	Dennis Drive
	32093	2	Graystone Crossing
	32099	3	Dennis Drive
	32110	2	Graystone Way
	32173	2.5	Birch Hollow Drive
	32342	1.5	Sydney Walk
	32372	2	Pine Grove Drive
	32387	3	Pinebrook Court
	32416	3	Chasewood Trail
	32418	2.5	North Creek Circle
	32788	5	Walnut Creek Trail
	32799	4.5	Walnut Creek Trail
	33020	2	Tidewater Way
	33024	2	Tidewater Way
	33095	2	North Somerset Lane
	33106	1.5	Hamptons Crossing
	33114	4	North Somerset Lane
	33139	1.5	Devon Lane
	33267	1.5	Cogburn Road
	33459	2	Tammany Pointe
	33473	1.5	Southlake Drive
	33582	1.5	Penn Oak Court
	33587	1.5	Southlake Drive
	33598	1.5	Southlake Drive
	33852	0	Henderson Parkway
	34041	1.5	Southlake Drive
	34067	5	Southlake Drive
	34620	4.5	Windward Concourse
	34677	3	Rainwater Drive
	34681	3	Rainwater Drive
	35108	1.5	Windward Parkway
	35258	5.5	North Point Parkway
	35273	5.5	North Point Parkway
	35614	1.5	Preston Ridge Road
	35769	1.5	North Point Parkway
	35937	2	Park Brooke Trace
	36948	2	Wills Road
	37039	2	Mansell Road
	37184	2	Karen Drive
	37407	2	Warsaw Road
	37667	2	Cape York Trace
	37669	4	Lakeview Parkway
	37671	2	Cape York Trace
	38127	2.5	Grey Abbey Drive
	38159	1.5	Creekline Drive
	38163	1.5	Creekline Drive

	38195	1.5	Parkcreek Court
	38213	2	Parkmont Drive
	38217	2	Parkmont Drive
	38232	1.5	Lowe Lane
	38269	2.5	Park Creek Drive
	38322	2	Park Creek Drive
	38403	4	Park Bridge Parkway
	38554	1.5	May Apple Drive
	38561	1.5	May Apple Lane
	38591	2	Park Bridge Parkway
	38603	1.5	Park Bridge Parkway
	38607	1.5	Park Bridge Parkway
	38615	2.5	Park Bridge Parkway
	38635	2	Gromwell Drive
	38642	1.5	Goldenrod Drive
	38660	1.5	Goldenrod Drive
	38781	2	Cumming Street
	38791	1.5	Cumming Street
	38801	3	Westchester Way
	38818	2.5	Cumming Street
	38825	1.5	Karen Drive
	38855	3	Southlake Drive
	38900	1.5	Webb Bridge Road
	38936	1.5	Sims Industrial Boulevard
	38940	1.5	Sims Industrial Boulevard
	38979	3	Hembree Road
	39090	2.5	Westside Parkway
	39167	2	Webb Bridge Road
	39320	3	Westside Parkway
	39323	3	Westside Parkway
	39364	2	Sherry Drive
	39409	2	Carybell Lane
	39615	4	Sundew Drive
	39655	4	Essex Court
	39662	4	Henderson Parkway
	39699	4	Park Bridge Parkway
	39710	2	Park Bridge Parkway
	39875	1.5	Arrowood Lane
	39886	1.5	Arrowood Lane
	39905	1.5	Arrowood Court
	39909	3	Arrowood Court
	39975	1.5	Crestwood Court
	40082	1.5	Brown Thrasher Court
	40607	2	Dunster Court
	40633	2.5	Driffield Court
	40678	3	Providence Place Way
	40694	1.5	Providence Square
	40765	4.5	Windward Parkway
	40819	2	Mansell Court East
	40946	2	Kimball Bridge Road
	40961	3	Pinehigh Drive
	41102	1.5	Brookmill Point
	41107	2	Brookmill Point
	41109	2	Brookmill Point
	41131	6	Watermill Falls
	41319	1.5	Harris Ridge Court
	41331	2.5	Harris Ridge Court
	41336	2	Harris Ridge Court
	41338	2	Harris Ridge Court
	41340	1.5	Harris Ridge Court
	41343	1.5	Upper Hembree Road
	41721	1.5	Webb Bridge Park
	41736	1.5	Webb Bridge Park
	41751	1.5	Webb Bridge Park

	41763	1.5	Webb Bridge Park
	41767	1.5	Webb Bridge Park
	41778	1	Webb Bridge Park
	41988	1.5	Mansell Road
	42136	2.5	Amber Park Drive
	42334	1.5	Parkmont Drive
	42439	2.5	Stonebury Drive
	42522	1.5	Belmont Chase Court
	42621	1.25	Trammell Drive
	42627	2	Trammell Court
	42632	2.5	Milton Avenue
	42635	1.5	Trammell Place
	42652	2.5	Milton Avenue
	42924	5	Kenneth Drive
	42926	5	Brook Drive
	42964	3	Meadow Drive
	42966	3	Meadow Drive
	42968	3	Meadow Drive
	43024	3	Lynne Circle
	43045	1.25	Benson Court
	43289	8	Mayfield Road
	43293	2	Mayfield Road
	43297	1.75	Mayfield Road
	43306	1.5	Maple Lane
	43321	1.25	Mayfield Circle
	43327	1.5	Mayfield Circle
	43330	1.25	Mayfield Circle
	43337	1.5	Meadow Drive
	43408	1.5	North Trace
	43410	2	North Trace
	43433	3	Surrey Point
	43444	1.5	Surrey Point
	43453	4	Surrey Court
	43457	3	Surrey Court
	43484	4	Brookford Drive
	43503	4	Oakmere
	43615	2	Canton Street
	43617	2	Canton Street
	43897	1.5	Old Rucker Road
	43900	1.5	Old Rucker Road
	44452	1.5	Mayfield Road
	44468	1.5	Mayfield Road
	44592	2	Mayfield Road
	44599	1.5	Mayfield Road
	44629	1.5	Providence Road
	44796	2	Mansell Court East
	44862	1.5	Sterling Lane
	44868	2.5	Sterling Lane
	45074	2.5	Leeward Walk Circle
	45507	2	Rillridge Court
	46267	1.5	Big Creek Overlook
	46389	1	Morris Road
	46610	2	Flying Scot Way
	46652	2	Wills Road
	46707	1.25	Wills Road
	46711	1.25	Wills Road
	46724	4	Wills Road
	46796	2	Wills Park
	46883	3	Lantern Ridge Court
	46944	6	Sherry Drive
	46953	3	Myers Drive
	47010	3	Broadwell Oaks Drive
	47011	3	Broadwell Oaks Drive
	47020	1.25	Roswell Street

	47038	3.5	Roswell Street
	47042	4	Roswell Street
	47096	4	Founders Parkway
	47158	1.5	Lantern Ridge Court
	47167	4.5	Sanctuary Parkway
	47170	4	Sanctuary Parkway
	48018	2	Carybell Lane
	48022	4	Stepping Stone Drive
	48025	4	Stepping Stone Drive
	48044	1.5	Bethany Court
	48052	2	Briers Chute
	48062	3	Myers Drive
	48064	1.5	Wendy Hill Drive
	48073	3	Brookstone Court
	48212	2	Henderson Parkway
	48395	2.5	Alpharetta PS Parking Lot
	48397	2.5	Alpharetta PS Parking Lot
	48403	1.5	Alpharetta PS Parking Lot
	48416	1.5	Alpharetta PS Parking Lot
	48566	1.5	Old Milton Parkway



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Geoffrey Sarra

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: DESIGN SERVICES - HOPEWELL ROAD AT VAUGHAN DRIVE ROUNDABOUT

II. RECOMMENDATION:

Approve AECOM Technical Services, Inc.'s proposal in an amount not to exceed \$117,034.00 for design of the Hopewell Road at Vaughan Drive Roundabout and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$117,034.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Hopewell/Vaughan Roundabout (30141100-541410-C2012)	\$88,828.81
Hopewell/Vaughan Roundabout (27041100-541410-C2012)	\$28,205.19

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The FY 2020 Capital Budget allocated funds for the design of a roundabout (approximately 104' in diameter) at the intersection of Hopewell Road and Vaughan Drive. The roundabout would serve three primary purposes:

1. Aid in slowing traffic entering into the Downtown area.
2. Assist in turning onto/off of Vaughan Drive.
3. Act as a gateway treatment entering into the City.

Design of the roundabout will also incorporate modifications to the entrance to the Baxley Subdivision (currently under construction). During the permitting process, the developers of Baxley Subdivision provided right of way necessary from their property for construction of the roundabout.

The Department of Public Works requested proposals from the City's three on-call engineering firms and received the following costs:

- AECOM Technical Services, Inc. \$117,034.00
- Pond & Company \$176,856.00
- Tetra Tech \$198,600.00

Once approved, AECOM can begin design immediately and anticipates having plans completed within 255 days. AECOM will provide the City with a construction cost estimate by January 2020 for use in planning

for the FY 2021 capital budget.

AECOM is currently under contract (Contract #16-1009B) to provide on-call engineering services.

V. ALTERNATIVES:

VI. ATTACHMENTS:

AECOM Proposal - Hopewell and Vaughan Roundabout



AECOM
1360 Peachtree Street NE,
One Midtown Plaza, Suite 500
Atlanta, GA 30309
www.aecom.com

404 965 9600 tel
404 965 9605 fax

August 2nd, 2019

Mr. Geoff Sarra
Senior Engineer – Capital Improvements
City of Alpharetta
Department of Public Works
1790 Hembree Rd.
Alpharetta, GA 30009

Re: Task Order Proposal: Hopewell Road at Vaughan Drive Roundabout
On Call Contract for Professional Engineering Services

Dear Mr. Sarra,

AECOM Technical Services, Inc. ("AECOM") is please to submit this proposal to The City of Alpharetta ("Client") with regard to the survey and concept improvements to Wills Road.

Scope of Work:

The Scope of Work shall be as indicated in Attachments 'A', 'B' and 'C'.

Deliverables:

The Deliverables shall be as indicated in Attachment 'A'.

Schedule:

A detailed schedule can be provided prior to beginning work on the project. AECOM estimates a year or less to complete this scope.

Compensation:

Compensation for Services shall be be the stipulated sum of **\$117,034** including direct expenses.

Commencement of Work:

By signing this Proposal and returning it to AECOM, Client is agreeing to these terms and authorizing AECOM to proceed with the tasks described herein. Any changes to this Proposal shall be in writing and signed by both parties.

Master Services Agreement

All work, procedures and compensation will be in accordance with the Professional Services Agreement between AECOM and The Client, as signed on September 3, 2016.

AECOM appreciates the opportunity to work on this important project and we look forward to continued success with the City of Alpharetta.



If you agree to this Proposal, please indicate so by signing two copies of this Proposal and return a copy to AECOM for our records. Otherwise, email notification of award followed by an executed purchase order with NTP, as we have done on previous task orders, would be sufficient.

AECOM Technical Services, Inc.

CLIENT: City of Alpharetta

Signature

Garrick Edwards, PE
Director of Transportation

Signature

Printed Name & Title

Attest: _____
City Clerk

Attachment 'A'

Re: Task Order Proposal: Hopewell Road at Vaughan Road Roundabout
On Call Contract for Professional Engineering Services

Attached is a proposal for an additional task order under our on-call contract to provide Professional Engineering Services to the City of Alpharetta executed on September 3, 2016. This proposal is based on Geoff Sarra's emailed Request for Proposal from July 19th and subsequent emails on July 25th and 29th. AECOM Design Services, Inc. will provide the engineering services, Atlanta Consulting Engineers (ACE) will provide the lighting design services, and Southeastern Engineering (SEI) will provide the survey and SUE services on this task order.

Project understanding:

AECOM understands the City of Alpharetta wants to implement a roundabout at the intersection of Hopewell Road and Vaughan Road in anticipation of a new subdivision that will construct the fourth leg of the intersection. A concept schematic of the roundabout was provided by the City and is appended to this proposal as Attachment 'C'. The scope is to include roadway design, traffic analysis, landscape plans, survey, SUE QL-B, lighting design, and right of way plans. The project will be funded with local funding. No GDOT involvement is anticipated.

Detailed Task Breakdown:

Task 1: Concept Alternatives

- Review the corridor.
- Conduct one (1) site visit.
- Conduct peak hour turning movement counts at the subject intersection. This will include one 2-hour count at both AM & PM peaks.
- Conduct a Sidra Roundabout analysis to confirm the roundabout operations.
- Develop a roundabout alternative with a minimum diameter of 104-ft.
 - Fastest path design efforts are included in the Design Development Phase; however, those efforts can be moved into the Concept Phase with no change in the overall fee.
- Concept design is to be done on field-surveyed data, not GIS.
- The Concept design efforts will consist of developing the horizontal planimetrics. Detailed vertical and cross-section work is not included.
- A detailed concept cost estimate is not included. The costs for single lane urban roundabouts does not vary greatly from project to project. It is our opinion that a high-level cost estimate would suffice and a more detailed estimate is not necessary based on the needs of the project.
- Coordinate with the City on the type of luminaires and desired lighting levels to be used on the project.
- Coordinate with the City either through a meeting or email to review the roundabout and address any comments prior to the next phase. In order to maximize efficiency, AECOM is suggesting a streamlined Concept Phase. If the City would prefer more detail, then activities from the Design Development Phase can be moved into Concept with no change in the overall fee.

Task 2: Survey Database

- Field topo survey, property resolution, and SUE Quality B will be provided.
- SEI will perform these services based on their scope included herein as Attachment 'B'.
- Survey of all trees 6" or larger is included.
- Provide DGN database files (TOPO, PROP & UTLE) in general conformance to current GDOT EDG (InRoads & Microstation V8i).

Task 3: Design Development

- AECOM will advance the concept design to Final Construction Plans, including Right of Way Plans to support acquisition efforts.
- The Final Construction Plans will be developed in general conformance to GDOT specs. Plan components will include the following.
 - o Section 1 – Cover Sheet
 - o Section 2 – Index
 - o Section 3 – Revision Summary
 - o Section 4 – General Notes
 - o Section 5 – Typical Sections
 - o Section 13 – Roadway Construction Plans
 - o Section 15 – Roadway Profiles
 - o Section 17 – Driveway Profiles
 - o Section 18 – Special Grading (for Roundabout)
 - o Section 19 – Construction Staging Plans
 - o Section 22 – Drainage Profiles
 - o Section 23 – Earthwork Cross Sections
 - o Section 24 – Utility Plans
 - o Section 25 – Lighting Plans
 - o Section 26 – Signing & Marking Plans
 - o Section 29 – Landscaping Plans
 - o Section 31 – Wall Envelopes
 - o Section 52 – Erosion Control Legend
 - o Section 54 – Erosion Control BMP Details
 - o Section 56 – Erosion Control Standards & Details
 - o Section 60 – Right of Way Plans
- Landscaping Plans will complement the Baxley Subdivision. Walls will be enhanced with veneer, capstone, and pilaster treatments. The need for walls is expected to be minimal. This proposal assumes one wall. Landscaping special provisions will be included to support the plans.
- Conduct utility coordination activities to develop relocation plans. It is assumed that there will be six utility owners (gas, water, sanitary, power, & telecom x2). Quantities will be provided in a spreadsheet, detailed estimate format and will not be included in the plan set.
- Lighting Plans and supporting photometric analysis will be developed as follows...
 - o Create roundabout lighting design per City's recommendations (e.g. light levels, coverage area, etc...)
 - o Coordinate power service with the Utility
 - o Create all necessary details for the lighting plans
 - o Size all cables, conduits, and electrical equipment for the project
 - o Create all necessary electrical single line and schematic drawings
 - o Create lighting layout drawings
 - o Provide a summary estimate for the project
 - o Design does not include receptacles on poles

- It is assumed that the disturbance will be more than one acre and NPDES Permit will be required.
- Submit plans to City for review.
- Prepare for, attend, and document a Field Plan Review with City staff.
- Address review comments to the City's satisfaction and provide a set of Final Construction Plans sealed by a Professional Engineer.

Deliverables:

- 1 – Results of Roundabout Sidra Analysis
- 1 – Survey Database (TOPO, PROP, UTLE Microstation files)
- 1 – SUE QLB Report
- 1 – Basic Roll Plot of Preferred Concept Alternative
- 1 – Photometric analysis
- 1 – Final Right of Way Plans
- 1 – Final Construction Plans (including Landscaping Plans and Lighting Plans)

Meetings:

- 1 – Kickoff Meeting (if needed)
- 1 – Concept Meeting (if needed)
- 1 – Final Review Meeting

Fee:

AECOM will provide the services outlined herein for the fixed fee shown below and itemized by task. A detailed hourly breakdown can be provided upon request.

Task 1: Concept Design	\$ 8,600
Roadway	\$ 3,380
Traffic	\$ 3,720
Lighting (ACE)	\$ 1,500
Task 2: Survey Database	\$ 15,974
Survey (SEI)	\$ 14,259
SUE QL-B (SEI)	\$ 1,715
Task 3: Design Development	\$ 92,460
Roadway	\$ 58,620
Landscape Architecture	\$ 12,840
Lighting (ACE)	\$ 21,000
Total	\$ 117,034

Assumptions/Exclusions:

Geotechnical services such as pavement evaluations or soil surveys are excluded.
 Environmental efforts such as screenings, permitting, GEPA, or NEPA are excluded.
 Hydraulic analysis of any streams is excluded.
 Post construction stormwater treatments for detention and/or water quality are excluded.
 Right of way or construction staking is excluded.
 Public meetings and public outreach are excluded.

Architectural renderings are excluded.

Irrigation design is excluded.

Construction oversight or administration is excluded.

Shop drawing review is excluded.

Proposal does not include preparation of bid documents.

See Attachment "B" for assumptions with respect to survey services.

Attachment 'B'



2470 Sandy Plains Rd
Marietta, GA 30066
P (770) 321-3936
greg@seengineering.com

PROFESSIONAL SERVICES PROPOSAL

CLIENT: AECOM, Will Sheehan, PE
Project Manager – Transportation
One Midtown Plaza
1360 Peachtree St. NE, Suite 500
Atlanta, Georgia 30309, USA
O: 678-808-8962 C: 478-737-3307
william.sheehan@aecom.com

PROJECT NAME: **Hopewell Road at Vaughn Drive Roundabout, City of Alpharetta**

PROJECT UNDERSTANDING: SEI understands that AECOM requires a Topographic-Route Survey shown in the project area exhibit below.

PROJECT AREA EXHIBIT



Attachment 'B'

SCOPE OF SERVICES

Task 1

ROUTE SURVEY DESCRIPTION:

A field run topography, as-built, right of way and boundary line determination will be performed along the right of way of Hopewell Road and Vaughn Drive as requested. The survey will also include all trees greater than 6 inches. The area will include topography and as-built survey from the intersection of Hopewell Road and Vaughn Drive / Baxley Lane continuing (Approx. 400ft) along each approach, with an area consisting of approximately 4.1 acres. The utility location will be based on existing above ground utilities and any markings made on the ground. Please note, any UPC design tickets only give access to utility company records and do not include marking of utilities on the ground.

ROUTE SURVEY COMPONENTS:

PROPERTY OWNER NOTIFICATION:

SEI will obtain addresses through Fulton County Tax office records for current property owners. A notification letter will be sent to each owner prior to conducting the field survey.

PROJECT CONTROL:

SEI will determine the proximity of National Geodetic Survey (NGS) monuments. Utilizing Global Positioning System (GPS) units, SEI will establish the projects primary control by verifying surrounding NGS monuments and placing survey control throughout the project area. Site control will then be established utilizing a robotic total station through conventional survey methods. Once site control is established digital leveling will be performed for the entire survey route. All of the data will then be gathered and analyzed for accuracy and adjusted accordingly.

TOPOGRAPHIC SURVEY:

A field run 2-foot contour interval topographic survey will be performed on the areas shown above. Horizontal datum will be based on Georgia State Plane coordinates and elevations will be based on NAVD88. All main features of the topography along the strips will be noted including but not limited to the following; All creeks, streams, ditches, lakes, all above ground utilities, all marked underground utilities, roadway markings, traffic control devices, speed humps, gates, landscape areas, mailboxes, storm and sanitary sewer fixtures with size, type and invert, edge of pavement, curb lines with top and gutter elevation (irregular stone or rock curb lines will only be located at edge of pavement), bridges, walls, stairs, sidewalks, concrete pads, driveways, buildings, signs, benches, bleachers, fences, power poles and overhead lines, guy wires, pedestals, fire hydrants, valves, meters and other above ground features. Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to insure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than ½ of the contour interval according to State of Georgia Law. SEI will show the location of visible above ground utilities.

RIGHT OF WAY & BOUNDARY LINE RESOLUTION:

SEI understands that right of way resolution and boundary lines will need to be identified for the entire route. SEI will obtain right of way plans, deeds, plats and any other pertinent information in order to establish this information. Monumentation will then be located during the field survey for right of way and boundary analysis. Should any boundary lines be undeterminable and additional offsite work is required, SEI reserves the right to renegotiate any fees.

DELIVERABLES

SEI will provide all required Microstation files for the subsequent design.

Attachment 'B'

Task 2

UNDERGROUND UTILITY LOCATION: (LISTED AS OPTIONAL)

UtiliSurvey, LLC, will provide the following services related to the subject site:

Physical Markings - Paint and/or flags will be placed on the ground directly above all traceable underground utilities within the specified area. Each utility will be marked with a specific color. Underground utilities will be located utilizing radio frequency techniques. This technique is capable of locating metallic utilities and other utilities with tracer wires. Non-metallic utilities and utilities without tracer wires will not be physically marked on the ground. Utilities not located utilizing this technique may exist, but not be marked, and may be disturbed upon excavation.

Site Sketch - A detailed sketch of the subject site will be provided in electronic format. Said sketch will detail the approximate locations of all underground utilities, along with the size and type of water and gas lines for each utility. This sketch may be added to an existing drawing of the site, or to an aerial photograph of the site. Notes will be placed on the sketch indicating possible existence of underground utilities and improvements that were not marked on the ground.

Utility Owner Information - The owner of each respective utility affecting the subject site will be determined and documented, including names and phone numbers. The sources of this information will be from the GA-UPC Design Ticket and other sources as may be required. This information will be assimilated and delivered electronically in a .pdf format. Any other types of information, such as maps or other documents will be delivered in .pdf format as well.

Limitations - UtiliSurvey, LLC, will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. In the case of a ""lost signal"", a reasonable explanation will be documented, and a probable or approximate location will be shown on the site sketch.

Task 3

RIGHT OF WAY & EASEMENT STAKING

SEI understands that it may be required to obtain Right of Way or establish easements. Our crews will stake proposed rights of way or easements on the ground for review by property owners and AECOM agents.

SCHEDULE

SEI can initiate work on this project upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Task 3 is not included in the final proposal

Attachment 'B'

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1- Route Survey for Roundabout	\$14,259.00	Monthly, % Complete of Lump Sum	
Task 2- Underground Utility Location	\$1,715.00	Monthly, % Complete of Lump Sum	
Task 3- Right of Way & Easement Staking	\$4,040.00	Monthly, % Complete of Lump Sum	
Total	\$20,014.00	Monthly, % Complete of Lump Sum	

Task 3 is not included in the final proposal

Attachment 'C'



City of Alpharetta
COST PROPOSAL

Proj. No.: n/a

PI No.: n/a

Prime: AECOM

Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout

County: Fulton

Contract Type: Contract Rates

Fixed Fee %: 0%

Master Contract: Alpharetta On Call Master Services Agreement

Contract Expiration: 8/31/2021

Task Order No: TBD

Cost Summary

By Phase / Discipline / Firm

Phase	Phase Description	Total Fee	-	AECOM	-	AECOM	-	AECOM	SEI	-	SEI	-	ACE	-
		Enter all disciplines provided by each firm >>	Project Management	Roadway Design	Bridge	Traffic	Environmental	Landscape Architecture	Survey	Aerial Mapping	SUE	Geotechnical	Lighting	-
	Totals	\$ 117,034.00	\$ -	\$ 62,000.00	\$ -	\$ 3,720.00	\$ -	\$ 12,840.00	\$ 14,259.00	\$ -	\$ 1,715.00	\$ -	\$ 22,500.00	\$ -
1	Concept Development	\$ 8,600.00	\$ -	\$ 3,380.00	\$ -	\$ 3,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	
2	Database Preparation	\$ 15,974.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,259.00	\$ -	\$ 1,715.00	\$ -	\$ -	
3	Environmental Document	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Design Development	\$ 92,460.00	\$ -	\$ 58,620.00	\$ -	\$ -	\$ -	\$ 12,840.00	\$ -	\$ -	\$ -	\$ -	\$ 21,000.00	
5	Right of Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Final Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Bid Doc Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	MS4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Prime Fixed Fee	\$ -												

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
PI No.: n/a
Prime: AECOM
Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
County: Fulton
Contract Type: Contract Rates
Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
Contract Expiration: 8/31/2021
Task Order No: TBD

Discipline: **AECOM**
Roadway Design

Hours & Cost Estimate

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @	FCCM @		
		TOTALS ==>	504	\$ 62,000.00	\$ 100.00	\$ -	\$ 61,900.00	\$ 61,900.00	\$ -	\$ -		
1	Concept Development		24	\$ 3,380.00	\$ -	\$ -	\$ 3,380.00	\$ 3,380.00	\$ -	\$ -		
2	Database Preparation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Design Development		480	\$ 58,620.00	\$ 100.00	\$ -	\$ 58,520.00	\$ 58,520.00	\$ -	\$ -		
5	Right of Way Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	Final Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	Bid Doc Support			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8	MS4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9	Public Involvement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Project Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours						Hourly Rates Include Composite Escalation Over Current Rates of:		
			Total	Principal	Project Manager	Senior Engineer	Roadway Engineer	Jr. Roadway Engineer	Roadway Tech	-	-	-
				\$200.00	\$170.00	\$135.00	\$115.00	\$95.00	\$85.00			
	TOTAL HOURS ==>		504		60	56	364	24				
	TOTAL DIRECT LABOR COST==>		\$ 61,900	\$ -	\$ 10,200	\$ 7,560	\$ 41,860	\$ 2,280	\$ -	\$ -	\$ -	\$ -

Project Level Summary - Other Direct Costs

			Other Direct Costs									
			Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Traffic Counts	Vendor Service Right of Way
	TOTALS ==>		\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Roadway Design

Hours & Cost Estimate

				Staff Type / Project Hourly Rates / Hours				Hourly Rates Include Composite Escalation Over Current Rates of:				
Phase	Description		Total Hours	Principal	Project Manager	Senior Engineer	Roadway Engineer	Jr. Roadway Engineer	Roadway Tech	-	-	-
				\$200.00	\$170.00	\$135.00	\$115.00	\$95.00	\$85.00			
	TOTALS ==>		504		60	56	364	24				
1	Concept Development		24		4	20						
2	Database Preparation											
3	Environmental Document											
4	Design Development		480		56	36	364	24				
5	Right of Way Plans											
6	Final Plans											
7	Bid Doc Support											
8	MS4											
9	Public Involvement											

				Other Direct Costs								
Phase	Description		Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Traffic Counts	Vendor Service Right of Way
	TOTALS ==>		\$ 100	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development		\$ -									
2	Database Preparation		\$ -									
3	Environmental Document		\$ -									
4	Design Development		\$ 100				\$ 100					
5	Right of Way Plans		\$ -									
6	Final Plans		\$ -									
7	Bid Doc Support		\$ -									
8	MS4		\$ -									
9	Public Involvement		\$ -									

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Roadway Design

Hours & Cost Estimate

			Total Hours	Principal	Project Manager	Senior Engineer	Roadway Engineer	Jr. Roadway Engineer	Roadway Tech	-	-	-
1	Concept Development	Assumptions / Notes	24		4	20						
	Discipline Management - Coordination Meetings											
	Prepare / Contribute to Project Justification Statement											
	Information Gathering											
	Conduct Site Visits	# of visits										
	Prepare Quality Assurance Plan											
	Internal Quality Assurance Reviews											
	External Peer Review											
	Prepare Concept Property Database											
	Compile/Enhance Concept Topographic Database											
	Contribute to / Prepare Interchange Modification Report (IMR)											
	Contribute to / Prepare Interchange Justification Report (IJR)											
	Prepare Concept Layout	# layouts/alternatives	24		4	20						
	Validate/Revise Concept Layout											
	Prepare Concept Profiles											
	Prepare Concept Typical Sections											
	Prepare Concept Cross Sections											
	Prepare Concept Construction Cost Estimate)-											
	Contribute to Concept Right of Way Cost Estimate											
	Prepare Concept Report											
	Validate/Revise Concept Report											
	Prepare Capacity Analysis Reports											
	Prepare Highway Safety Manual Analysis											
	Traffic Projection to Design Year											
	Complete Concept Pavement Design											
	Prepare Design Data Book (design criteria)											
	Validate/Revise Design Data Book (design criteria)											
	Prepare PAR Layouts, Attend Meeting											
	Prepare for, Attend, Document Initial Concept Team Meeting											
	Prepare for, Attend Concept Team Meeting Dry Run											
	Prepare for, Attend, Document Concept Team Meeting											
	Provide Materials for Value Engineering Study											
	Participate in Value Engineering Study											
	Revise Concept Report per VE Study Recommendations											
	Concept Hydrology Study for MS4 Permit / Infeasibility Reports											
	Conceptual Drainage Design											
	Coordinate Logical Termini Meetings and Memorandum											
	Complete Streets Warrants and Design Memo											
	Assist / Coordinate Bridge Type Study											
	Assist / Coordinate PES and PTS Reports											
	Coordinate with USACOE (section 408)	Task not typically required										

Proj. No.: n/a
PI No.: n/a
Prime: AECOM
Date: 2-Aug-2019

Master Contract: **Alpharetta On Call Master Services Agreement**
Contract Expiration: **8/31/2021**
Task Order No: **TBD**

8/2/2019 4:19 PM
Hopewell-Vaughn Rbout_MainCostProp Template_2019-08-02_DRAFT1.xlsx Rd1

Proj. No.: n/a
PI No.: n/a
Prime: AECOM
Date: 2-Aug-2019

Master Contract: **Alpharetta On Call Master Services Agreement**
Contract Expiration: **8/31/2021**
Task Order No: **TBD**

8/2/2019 4:19 PM
Hopewell-Vaughn Rbout_MainCostProp Template_2019-08-02_DRAFT1.xlsx Rd1

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Traffic Operations

Hours & Cost Estimate

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @	FCCM @		
		TOTALS ==>	24	\$ 3,720.00	\$ 400.00	\$ -	\$ 3,320.00	\$ 3,320.00	\$ -	\$ -		
1	Concept Development		24	\$ 3,720.00	\$ 400.00	\$ -	\$ 3,320.00	\$ 3,320.00	\$ -	\$ -		
2	Database Preparation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Design Development			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5	Right of Way Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	Final Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	Bid Doc Support			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8	MS4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9	Public Involvement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Project Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours									Hourly Rates Include Composite Escalation Over Current Rates of:			
			Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-				
				\$200.00	\$170.00	\$165.00	\$125.00	\$85.00								
	TOTAL HOURS ==>		24			8	16									
	TOTAL DIRECT LABOR COST==>		\$ 3,320	\$ -	\$ -	\$ 1,320	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -				

Project Level Summary - Other Direct Costs

Other Direct Costs											
			Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Vendor Service Traffic Counts
	TOTALS ==>		\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Traffic Operations

Hours & Cost Estimate

				Staff Type / Project Hourly Rates / Hours									Hourly Rates Include Composite Escalation Over Current Rates of:			
Phase	Description		Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-				
				\$200.00	\$170.00	\$165.00	\$125.00	\$85.00								
	TOTALS ==>		24			8	16									
1	Concept Development		24			8	16									
2	Database Preparation															
3	Environmental Document															
4	Design Development															
5	Right of Way Plans															
6	Final Plans															
7	Bid Doc Support															
8	MS4															
9	Public Involvement															

				Other Direct Costs							
Phase	Description		Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Vendor Service Traffic Counts
	TOTALS ==>		\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
1	Concept Development		\$ 400								\$ 400
2	Database Preparation		\$ -								
3	Environmental Document		\$ -								
4	Design Development		\$ -								
5	Right of Way Plans		\$ -								
6	Final Plans		\$ -								
7	Bid Doc Support		\$ -								
8	MS4		\$ -								
9	Public Involvement		\$ -								

City of Alpharetta
COST PROPOSAL

Proj. No.: **n/a**
 PI No.: **n/a**
 Prime: **AECOM**
 Date: **2-Aug-2019**

Project: **Hopewell Rd. at Vaughan Dr. Roundabout**
 County: **Fulton**
 Contract Type: **Contract Rates**
 Fixed Fee %:

Master Contract: **Alpharetta On Call Master Services Agreement**
 Contract Expiration: **8/31/2021**
 Task Order No: **TBD**

Discipline: **AECOM**
Traffic Operations **Hours & Cost Estimate**

			Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-
1	Concept Development	Assumptions / Notes	24			8	16					
	Office of Planning											
	Discipline Management & Coordination											
	Establish growth rates for Traffic Forecast											
	Obtain Traffic Counts											
	Prepare Traffic Projections Methodology Report											
	Prepare Design Traffic, Including Diagrams											
	Internal Quality Assurance Reviews											
	Office of Traffic Operations											
	Discipline Management & Coordination											
	Roundabout Feasibility Study, Includes Crash Analysis, Operational and Other Requirements from Chapter 8 of DPM											
	Two-stage Peer Review by Qualified Roundabout Specialist											
	Prepare Crash Rates											
	Perform Detailed Crash Analysis											
	Prepare Traffic Engineering Study Report											
	Prepare conceptual signal drawing											
	Prepare conceptual signal cost estimate											
	Attend Initial Concept Team Meeting											
	Attend Concept Team Meeting											
	Internal Quality Assurance Reviews											
	Roadway Design											
	Discipline Management & Coordination											
	Provide traffic data/analysis for determination of Logical Termini											
	Perform Traffic Analysis, Prepare Summary for Concept Report											
	Internal Quality Assurance Reviews											
	Roundabout Sydra Analysis with Brief Email Summary of Findings		24			8	16					
			Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-
2	Database Preparation	Assumptions / Notes										
			Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-
3	Environmental Document	Assumptions / Notes										
			Total Hours	Principal	Project Manager	Senior Traffic Engineer	Traffic Engineer	Traffic Tech	-	-	-	-
4	Design Development	Assumptions / Notes										
	Office of Traffic Operations											
	Discipline Management & Coordination											
	Two-stage Peer Review by Qualified Roundabout Specialist											

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
PI No.: n/a
Prime: AECOM
Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
County: Fulton
Contract Type: Contract Rates
Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
Contract Expiration: 8/31/2021
Task Order No: TBD

Discipline: **AECOM**
Landscape Architecture

Hours & Cost Estimate

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @	FCCM @		
		TOTALS ==>	120	\$ 12,840.00	\$ -	\$ -	\$ 12,840.00	\$ 12,840.00	\$ -	\$ -		
1	Concept Development			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2	Database Preparation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3	Environmental Document			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4	Design Development		120	\$ 12,840.00	\$ -	\$ -	\$ 12,840.00	\$ 12,840.00	\$ -	\$ -		
5	Right of Way Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6	Final Plans			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7	Bid Doc Support			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8	MS4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9	Public Involvement			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

Project Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours					Hourly Rates Include Composite Escalation Over Current Rates of:				
			Total	Principal	Project Manager	Senior Landscape Architect	Landscape Architect	Tech					
				\$200.00	\$170.00	\$135.00	\$100.00	\$85.00					
	TOTAL HOURS ==>		120			24	96						
	TOTAL DIRECT LABOR COST==>		\$ 12,840	\$ -	\$ -	\$ 3,240	\$ 9,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Project Level Summary - Other Direct Costs

				Other Direct Costs								
			Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Traffic Counts	Vendor Service Right of Way
	TOTALS ==>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Landscape Architecture

Hours & Cost Estimate

Staff Type / Project Hourly Rates / Hours				Hourly Rates Include Composite Escalation Over Current Rates of:							
Phase	Description	Total Hours	Principal \$200.00	Project Manager \$170.00	Senior Landscape Architect \$135.00	Landscape Architect \$100.00	Tech \$85.00	-	-	-	-
	TOTALS ==>	120			24	96					
1	Concept Development										
2	Database Preparation										
3	Environmental Document										
4	Design Development	120			24	96					
5	Right of Way Plans										
6	Final Plans										
7	Bid Doc Support										
8	MS4										
9	Public Involvement										

			Other Direct Costs									
Phase	Description		Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Parking	Reproduction /Printing	Car Rental	Traffic Counts	Vendor Service Right of Way
	TOTALS ==>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development		\$ -									
2	Database Preparation		\$ -									
3	Environmental Document		\$ -									
4	Design Development		\$ -									
5	Right of Way Plans		\$ -									
6	Final Plans		\$ -									
7	Bid Doc Support		\$ -									
8	MS4		\$ -									
9	Public Involvement		\$ -									

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
 PI No.: n/a
 Prime: AECOM
 Date: 2-Aug-2019

Project: Hopewell Rd. at Vaughan Dr. Roundabout
 County: Fulton
 Contract Type: Contract Rates
 Fixed Fee %:

Master Contract: Alpharetta On Call Master Services Agreement
 Contract Expiration: 8/31/2021
 Task Order No: TBD

Discipline: **AECOM**
Landscape Architecture

Hours & Cost Estimate

			Total Hours	Principal	Project Manager	Landscape Architect	Landscape Architect	Tech	-	-	-	-
1	Concept Development	Assumptions / Notes										
	Discipline Management - Coordination Meetings											
	Prepare / Contribute to Project Justification Statement											
	Information Gathering											
	Conduct Site Visits	# of visits										
	Prepare Quality Assurance Plan											
	Internal Quality Assurance Reviews											
	External Peer Review											
	Prepare Concept Property Database											
	Compile/Enhance Concept Topographic Database											
	Contribute to / Prepare Interchange Modification Report (IMR)											
	Contribute to / Prepare Interchange Justification Report (IJR)											
	Prepare Concept Layout	# layouts/alternatives										
	Validate/Revise Concept Layout											
	Prepare Concept Profiles											
	Prepare Concept Typical Sections											
	Prepare Concept Cross Sections											
	Prepare Concept Construction Cost Estimate)-											
	Contribute to Concept Right of Way Cost Estimate											
	Prepare Concept Report											
	Validate/Revise Concept Report											
	Prepare Capacity Analysis Reports											
	Prepare Highway Safety Manual Analysis											
	Traffic Projection to Design Year											
	Complete Concept Pavement Design											
	Prepare Design Data Book (design criteria)											
	Validate/Revise Design Data Book (design criteria)											
	Prepare PAR Layouts, Attend Meeting											
	Prepare for, Attend, Document Initial Concept Team Meeting											
	Prepare for, Attend Concept Team Meeting Dry Run											
	Prepare for, Attend, Document Concept Team Meeting											
	Provide Materials for Value Engineering Study											
	Participate in Value Engineering Study											
	Revise Concept Report per VE Study Recommendations											
	Concept Hydrology Study for MS4 Permit / Infeasibility Reports											
	Conceptual Drainage Design											
	Coordinate Logical Termini Meetings and Memorandum											
	Complete Streets Warrants and Design Memo											
	Assist / Coordinate Bridge Type Study											
	Assist / Coordinate PES and PTS Reports											
	Coordinate with USACOE (section 408)	Task not typically required										

Proj. No.: n/a
PI No.: n/a
Prime: AECOM
Date: 2-Aug-2019

Date: 2-Aug-2019

Project: **Hopewell Rd. at Vaughan Dr. Roundabout**
 County: **Fulton**
 Contract Type: **Contract Rates**
 Fixed Fee %:

Master Contract: **Alpharetta On Call Master Services Agreement**
Contract Expiration: **8/31/2021**
Task Order No: **TBD**

[illegible]

City of Alpharetta
COST PROPOSAL

Proj. No.: n/a
PI No.: n/a
Prime: **AECOM**
Date: **2-Aug-2019**

Project: **Hopewell Rd. at Vaughan Dr. Roundabout**
 County: **Fulton**
 Contract Type: **Contract Rates**
 Fixed Fee %:

Master Contract: **Alpharetta On Call Master Services Agreement**
Contract Expiration: **8/31/2021**
Task Order No: **TBD**

[illegible]

Project:
Design of Hopewell at Vaughan Roundabout
City of Alpharetta Dep't of Public Works
August 2, 2019

Baseline Schedule:

 Denotes AECOM Tasks

 Denotes City Tasks

Activity No.	Task	Start	Stop	Duration calendar days	Jul 2019	Aug	Sep	Oct	Nov	Dec 2019	Jan 2020	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
-	Notice to Proceed	8/20/19	8/20/19	0															
1	Concept	10/9/19	11/28/19	50															
	Concept Design Activities	10/9/19	11/19/19	41															
	Utility Coordination 1st Submission ¹	10/14/19	11/28/19	45															
2	Database	8/20/19	10/8/19	49															
	Field Survey	8/20/19	10/8/19	49															
	Property Research and Reconciliation	8/20/19	10/8/19	49															
	SUE QL-B	8/20/19	10/8/19	49															
2	Design Development	11/25/19	5/1/20	158															
	Design Activities	11/25/19	3/31/20	127															
	Utility Coordination 2nd Submission ¹	1/2/20	3/2/20	60															
	Develop Reliable Construction Cost Estimate	1/27/19	1/31/19	4									critical project milestone						
	City Review & Comments	4/1/20	4/15/20	14															
	AECOM Addresses Comments	4/16/20	4/30/20	14															
	Final Plans & Estimate Complete	5/1/20	5/1/20	0															

Notes:

1. Utility coordination durations shown above are assumed. We will request expedited delivery but the utility coordination duration will be dictated by the utility owners. City participation in the coordination will be critical to achieving expedited delivery. The durations of design activities could also be affected by delays with the utility coordination.



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Arash Moradkhani

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: MID-BLOCK LEFT TURN TREATMENT ON HIGHWAY 9

II. RECOMMENDATION:

This item is presented for discussion purposes only. Staff seeks input and direction from City Council.

III. REPORT IN BRIEF:

Direct left turns from northbound Highway 9 into the South Main Street Shops, located at 131 Highway 9 just north of Old Milton Parkway, has increased over time. This is considered as an unsafe traffic maneuver which causes significant number of conflict points.

In order to address the issue, staff evaluated multiple left turn restriction scenarios. Extending the existing concrete median would limit Highway 9 southbound left turn lanes capacity, which is not recommended.

An alternative to concrete median is a series of flexible delineators mounted on plastic curbing with reflective materials which is an effective technique to limit direct left-turns. The proposed treatment provides an added benefit of improved traffic flow on Highway 9. Georgia Department of Transportation has approved the delineators and Public Works will be responsible for maintenance. Total cost for materials and installation is around \$7,500.00 and funds are available within Public Works Budget.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Mid-Block Left Turn Treatment on Highway 9_Aug 9 2019

Mid-Block Left Turn Treatment on Highway 9





City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: GEORGIA 400 EXPRESS LANES

II. RECOMMENDATION:

This item is presented for discussion purposes only. Staff seeks input and direction from City Council.

III. REPORT IN BRIEF:

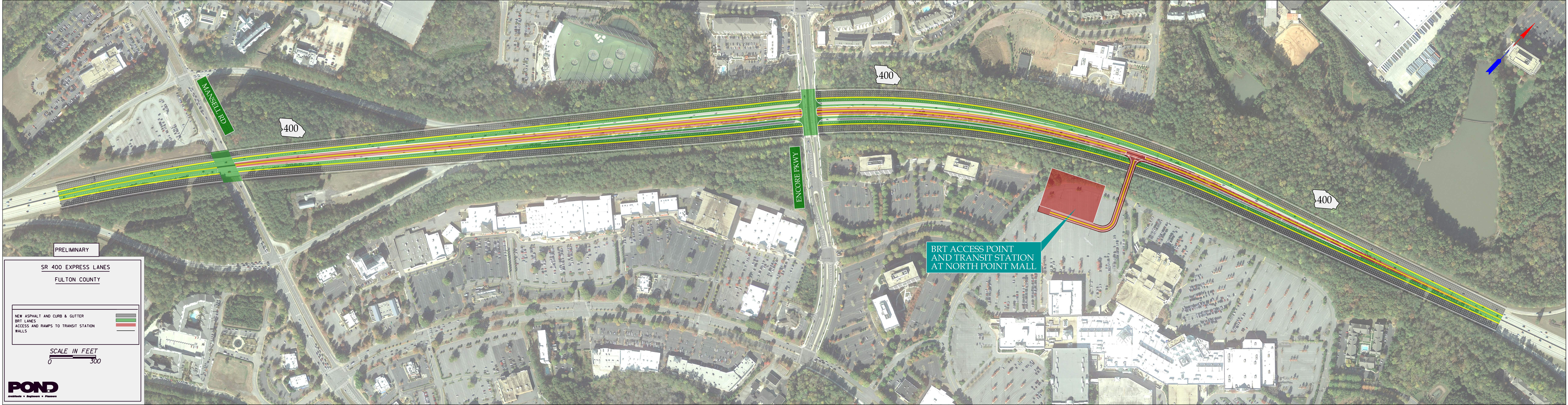
The current plan for the GA 400 Express lanes within the City Limits of Alpharetta call for a dedicated interchange from a new overpass located north of Webb Bridge Road, commonly referred to as Webb+. Webb+ would tie into Westside Parkway to the west and Morris Road to the east. In addition to the dedicated interchange to the Express Lanes, there will be an access point onto the Express Lanes along GA 400 at Haynes Bridge Road. Also included with the GA 400 EL project is adding two inline Bus Rapid Transit Stations. One station will be north of Encore Parkway and one station will be south of Old Milton Parkway. Lastly, the current plan proposes a BRT fly over ramp into and out of the existing MARTA Park and Ride at Windward Parkway.

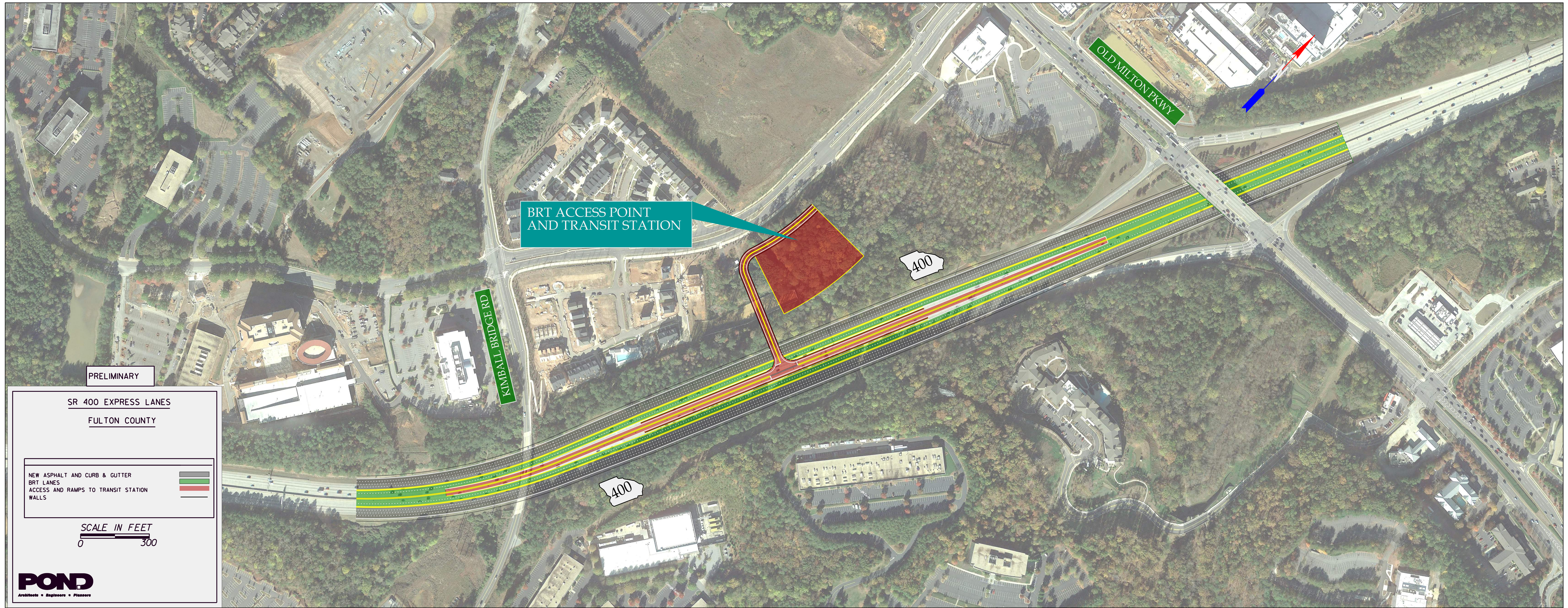
Representatives of the City have been working on an alternative to the above concept. The ideas discussed are removing Webb+ altogether and constructing Encore Parkway into a full EL Interchange. In lieu of in-line BRT stations along GA 400, install BRT flyovers to stations connected to parking decks at North Point Mall and Gwinnett Tech. Finally, eliminate the BRT flyover at Windward Parkway to stay consistent with the North Fulton Transit Plan.

IV. ALTERNATIVES:

V. ATTACHMENTS:

SR 400 BRT Ramp Concept - Haynes Bridge, SR 400 BRT Ramp Concept - Old Milton







City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By: Thomas Harris

Sponsored By:

Meeting Date: August 19, 2019

I. AGENDA ITEM TITLE: GREENWAY FUNDING

II. RECOMMENDATION:

This item is presented for discussion purposes only.

III. REPORT IN BRIEF:

Presented for discussion purposes will be proposed funding for the Greenway.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Greenway Extension Funding Alternatives

Greenway Extension to Forsyth County Funding Discussion

		FY 2020
Costs	Construction	\$ (9,961,074)
	Project Management (Atkins)	(372,573)
	Utility Relocations (est.)	(100,000)
		<u>\$ (10,433,647)</u>
Funding Sources	Greenway (Bond Fund)	5,181,995
	Sidewalk Improvements (Bond Fund)	550,000
	Parkland Acquisition (Bond Fund)	511,250
	Cultural Arts Land/Parkland Acquisition (Bond Fund)	1,450,000
	Parks Non-Allocated (Bond Fund)	650,990
	FY 2020 Interest Collections (Bond Fund)*	200,000
	Parks Non-Allocated (Impact Fee Fund)	551,402
	Cultural Arts Land/Parkland Acquisition (Impact Fee Fund)	150,000
	FY 2020 Impact Fee Collections (Impact Fee Fund)*	350,000
	Non-Allocated (T-SPLOST Fund)	838,010
	net shortfall	<u>\$ 0</u>
Potential Funding Alternatives	Non-Allocated (T-SPLOST Fund Reprioritization)	?
	Non-Allocated (Capital Project Fund 301)	958,535
	Sale of Condo Unit (Parking Garage)	863,600
	Windward Pkwy Improvements - GA400 West (Bond Scope)	1,598,388

* will require a formal amendment to the FY 2020 Budget.