



City Council Meeting and Public Hearing FEBRUARY 1, 2016

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
7:30 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 01/19/2016)
 - B. Council Meeting Minutes (Meeting of 01/25/16)
 - C. Financial Management Report for the month ending December 31, 2015.
- V. PROJECT UPDATES
 - A. Convention Center
 - B. City Center - Public Development
 - C. City Center - Private Development
- VI. BOND DISCUSSION
 - A. Discussion of Potential Recreation and Parks Bond Projects
- VII. PUBLIC HEARING
 - A. CLUP-15-14/Z-15-15 Oak Hall Companies/Webb Bridge Road
 - B. MP-15-06/V-15-12 Marriott Courtyard/Pkwy 400 Pod C
- VIII. OLD BUSINESS
 - A. PH-15-24 Sign Ordinance And Text Amendments *(Second Reading)*
NOTE: This item has been deferred and removed from this agenda.
- IX. NEW BUSINESS
 - A. Discussion of Financial Audit Reports
 - B. Fire Engine Acquisitions (Replacement Of Fire Engines #4 And #6)
 - C. FY2016 Cured-in-Place Pipe (CIPP) Lining Project
 - D. Update To Personnel Policies: Bereavement Leave
- X. PUBLIC COMMENT

XI. WORKSHOP

A. UPDATE: MARTA Route And Fare Changes

XII. REPORTS

XIII. ADJOURNMENT



Official Minutes of Council Meeting

January 19, 2016

CITY HALL
2 PARK PLAZA
7:30 PM

Official Minutes

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta's Clerk's office during normal business hours.

I. CALL TO ORDER

❖ *Mayor Belle Isle called the meeting to order at 7:33 p.m.*

II. ROLL CALL

Members Present:

Mayor Belle Isle, Mayor Pro Tem Owens, Council Members Kennedy, Binder, Mitchell and Gilvin

Members Absent:

Council Member Dan Merkel

Staff Present:

City Administrator Bob Regus, Assistant City Administrator James Drinkard, City Attorney Sam Thomas, City Clerk Coty Thigpen, Director of Community Development Kathi Cook, Director of Public Works Pete Sewczwicz, Director of Finance Tom Harris, Director of Public Safety Gary George, Deputy Director of Recreation and Parks Lisa Cherry, Senior Engineer Eric Graves

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS

A. Officer Charles Fannon Retirement

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 01/04/2016)

B. Council Meeting Minutes (Meeting of 1/12/2016)

C. Alcoholic Beverage License Applications

1. PH-16-AB-01 - Alpharetta Family Skate
Center d/b/a The Cooler
10800 Davis Drive
Alpharetta, GA 30022
Consumption on Premises
Liquor, beer, wine, and Sunday
Sales Owner: Alpharetta Family
Skate Center Registered Agent:
John Bardis

- ❖ *Council Member Kennedy offered a motion to approve the Consent Agenda*
 - *The motion was seconded by Mayor Pro Tem Owens*
 - *Motion approved (6-0)*

VI. PROJECT UPDATES

A. Convention Center

- Mr. Regus informed Mayor and Council that he will e-mail an update to everyone providing an update from Jim Stormont.
- The next presentation on the Convention Center will be at the February 15th Council Meeting

B. City Center - Public Development

- Mr. Regus reported that the contractors continue to work on roof repair

C. City Center - Private Development

- Mr. Regus reported that soil testing is being done on the private development portion of City Center and that things are moving along

Public Comment
None

VII. OLD BUSINESS

A. Consideration Of Request For Use Of City Logo By Private Entity

- ❖ *Council Member Gilvin offered a motion to remove this item from the table*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (6-0)*

- Assistant City Administrator, James Drinkard, came forward to present this item on behalf of staff
 - Craig Ganslle of Basecamp Networks, came forward to field questions posed by Mayor and Council
 - Staff requests City Council's consideration of a request from Basecamp Networks for use and display of the City of Alpharetta logo. Should approval of the request be found to be in the best interests of the City, Staff requests authority to draft a Temporary License Agreement to define the terms of such use and authorization of the Mayor to execute any and all necessary documents.
 - This item was tabled during the January 04, 2016 City Council Meeting with instruction that it be brought back for consideration on the January 19 agenda.
 - The City has received a request from the CEO of Basecamp Networks, an Alpharetta-based technology firm, for use and display of the City of Alpharetta logo on a splash page for the company's city-wide Wi-Fi service.
 - Staff does not currently have the authority to approve the request. That authority rests solely with Mayor and Council.
 - In July 2014 Basecamp Networks launched a public Wi-Fi service that is free for end-users and covered much of Downtown Alpharetta. According to the company, "through partnerships with local community sponsors, the platform offers a splash-page that is targeted towards delivering media rich content on local community events, specific restaurant gatherings, and can even act as a notification system."
 - While the Wi-Fi service is offered at no charge to the end user, Basecamp Networks is a for-profit business.
 - Historically, the City of Alpharetta has not allowed the use of its logo or other activities that may create a perceived endorsement of a private business or the products and/or services offered for-profit. Thus, any decision to authorize the use of our logo as requested by Basecamp Networks would establish a new precedent.
 - Should Mayor and Council desire to approve the request by Basecamp Networks and authorize use of the City of Alpharetta logo, it is Staff's recommendation that the terms of such use be narrowly defined to apply only to use on the "splash page" of the free public Wi-Fi provided by the company within the borders of the City and that the authorization and terms be conveyed in the form of a temporary license agreement similar to the one attached to this report which is currently in use by the City for certain other purposes. It is also recommended that Mayor and Council define any conditions or parameters that must exist in order for consideration of future requests of this nature to be given.
- ❖ *Mayor Belle Isle offered a motion to approve the temporary license agreement for Basecamp Network with the understanding and advice from City Attorney as to the period of time for the City's ability to terminate the agreement.*

- *The motion was seconded by Council Member Gilvin*
- *Motion approved (4-2); Owens and Binder voting no*

VIII. NEW BUSINESS

A. SR 120- State Bridge to Jones Bridge

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff requests that Mayor and Council provide a decision to allow the City of Johns Creek to provide a connection from SR 120 to Webb Bridge Park and construct a roundabout at the entrance of Webb Bridge Park.
- The City of Johns Creek has been working with the design team to improve SR 120 between State Bridge Road and Jones Bridge Road. Improvements consist of adding additional travel lanes in this stretch, improvements to the intersection of Webb Bridge Way and SR 120, and pedestrian improvements consisting of a multi-use trail along both sides of SR 120.
- The section between Webb Bridge Way and Kimball Parc Way is two lanes with no turn lanes. As a result, the traffic in the AM and PM peak hours are trapped in a bottleneck that is blocked by a single left turning vehicle. Additionally, there is a school zone for the Bridgeway Christian Academy in this section. School traffic gridlocks traffic on its way to SR 400 and SR 141 every morning. Widening the section to four lanes will enable traffic to transition to and from Jones Bridge and SR 120 (Old Milton Parkway).
- The project also improves the intersection of Webb Bridge Way and SR 120 through adding dual left turn lanes onto east-bound SR 120 and a dedicated right turn lane onto west-bound SR 120. The dedicated right turn lane will also accommodate a longer queue that will help mitigate cars from stacking in the thru and left turn lane.
- One component of the current project includes providing a right-in/right – out connection from SR 120 to Webb Bridge Park. To mitigate traffic speed, and provide safety for pedestrians, a roundabout is proposed at the entrance of Webb Bridge Park. The project is currently in the right-of-way acquisition phase and a decision needs to be made if the project will include this new connection to Webb Bridge Park or if the plans should omit the connection.
- Consultants from TY Lin, Tom Ziegler and Brian O'Connor, came forward to answer questions posed by Mayor and Council

Public Comment

- Butch Dumbleton, 4035 Schooner Ridge, Alpharetta, GA, came forward to speak on this item
- Tom Miller, 4025 Walnut Creek Trail, Alpharetta, GA, came forward to speak on this item
- Chris Palmer, 815 Stonehaven Lane, Alpharetta, GA, came forward to speak on this item
- ❖ *Mayor Pro Tem Owens offered a motion to table this item for a minimum of 2 weeks and a maximum of 4 weeks and direct the Director of Public Works to work with Johns Creek and TY Lin to host a series of Public Information and Outreach meetings to garner further input and any information that the team could share with the City and Council, including models and any other documents, would be appreciated.*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (6-0)*

B. Miracle Field Drainage Improvements

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff requests that Council award contract to Summit Construction & Development, LLC
- Over the course of several years, drainage runoff on the northeast side of Miracle Field has caused erosion and maintenance issues to develop. Currently, the back of Miracle Field is bordered by a concrete swale sitting atop two terraced, 4.5-foot tall timber crosstie retaining walls. Due to apparent settling of the walls, the concrete swale has cracked, allowing stormwater to seep under the flume and behind the retaining walls. This cracking has significantly shortened the expected lifespan of the timber walls. Additionally, the concrete flume discharges into a plastic pipe which is lying on the ground surface. The area around and underneath the pipe has eroded. Further, a headwall discharges along the left field fence line at the top of a steep slope. Due to the steep slope, erosion has materialized.
- The award of this bid is for the following improvements to the drainage and water quality of stormwater from Miracle Field and surrounding areas:
 - Replacement of the timber walls with a modular reinforced segmental retaining wall system
 - Replacement of the cracked concrete flume

- Replacement and burying of the at-grade storm pipe
- Construction of a rock channel to reduce erosion from the adjoining headwall
- Construction of a micropool water quality feature utilizing an old temporary sediment basin

- The project was advertised for competitive bids on November 12, 2015. Bids for the project were received on December 10, 2015, and the City received a total of six bids from the following:

Summit Construction & Development, LLC	\$152,096.12
Tri Scapes, Inc.	\$224,823.79
Quantum-Mac International, Inc.	\$248,789.99
Tople Construction & Engineering, Inc.	\$277,025.00
Woodwind Construction Company, Inc.	\$298,475.00
Kemi Construction Company, Inc.	\$526,648.50

- Staff met with Summit Construction on December 28, 2015 to review the scope of work and the City's expectations. Staff noted the significant difference between Summit's bid and the other bids. Their explanation was (1) the ability to perform the construction of the wall in-house; (2) experience in construction of sediment ponds and overall drainage improvements and (3) their familiarity with working with the City of Alpharetta. Summit Construction verified that they could complete the project for the bid amount and within the allocated time frame; therefore, Staff determined Summit Construction to be the lowest responsive and responsible bidder.
- Once a contract with Summit Construction has been finalized and executed, construction can begin immediately. The goal is for the project to be substantially complete by March 31, 2016 in order to avoid any interference with activities on Miracle Field. With weather permitting, we feel this can be accomplished if we have a notice to proceed by early to mid-February.

Public Comment

None

- ❖ *Mayor Pro Tem Owens offered a motion that Council award a contract to Summit Construction and Development, LLC. for the miracle field drainage improvements as presented by staff for a total project cost not to exceed \$152,100 and authorize the Mayor to execute all necessary documents*
- *The motion was seconded by Council Member Gilvin*
- *Motion approved (6-0)*

C. 2035 Comprehensive Plan Update Funding

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff

- Staff requests approval of funding in an amount not to exceed \$25,000 for the purpose of hiring outside consultants to complete the legally required 5-year update to the City's Comprehensive Land Use Plan and requests authorization of the Mayor to execute all necessary contracts and documents.
- The Georgia Department of Community Affairs requires elements of the Comprehensive Land Use Plan to be updated every 5 years. They establish standards and procedures for comprehensive planning by all local governments in Georgia. Those standards and procedures emphasize preparation of plans that help each local government address its immediate needs and opportunities while moving toward its long-term goals for the future. The Plan is also a guide for the community and businesses to predict possible future development. In order to maintain qualified local government certification, and remain eligible for selected state funding and permitting programs, each local government must prepare, adopt, maintain, and implement a comprehensive plan.
- A major Comprehensive Plan update was completed in 2011 by MACTEC and a yearlong planning initiative of the Downtown Masterplan was completed in the summer of 2015. Funds needed for the 2016 update were not requested in the budget because the update was considered minor and therefore planned to be completed by Staff. However, due to the steady increase in work load because of new construction, as well as the heavy public hearing agenda, the Staff cannot complete all the elements in-house. Staff will assist with public input meetings, recording of public comments, text edits, and all map preparation while the consultants will assist with facilitating the process as well as community involvement meetings.
- The requested \$25,000 will be used for two consulting firms to assist with the following:
 - Prep and facilitation of a Comprehensive Plan workshop item with City Council
 - Four Comprehensive Land Use Plan Committee Meetings
 - Facilitation and assistance of four Public meetings
 - A working session with staff to discuss the plan, updates, graphics and changes
 - Planning Commission Meeting presentation
 - City Council Meeting presentation
 - Review Report of Findings and Recommendations from ARC and discuss with staff
 - City Council Meeting for Adoption

Public Comment

None

- ❖ *Council Member Kennedy offered a motion to approve funding in an amount not to exceed \$25,000 for the purpose of hiring outside consultants to complete the comprehensive land use plan and authorize the mayor to execute all necessary documents*
 - *The motion was seconded by Mayor Pro Tem Owens*
 - *Motion approved (6-0)*

D. Update To Background Check Policy

- Assistant City Administrator, James Drinkard, came forward to present this item on behalf of staff
- Staff recommends that the Policies and Procedures on Employment Background Checks be approved and adopted as presented and that such policies and procedures be incorporated into the City's employee handbook and made effective immediately upon adoption
- Recent federal rule changes and court decisions have altered the environment with respect to practices and procedures for the use and conduct of various background checks by employers. As a result, Human Resources finds it necessary for the City of Alpharetta's policies regulating the use of background checks to be updated.
- The offered policies and procedures have been reviewed and approved by legal counsel and are recommended for adoption.
- The recommended policies and procedures do not call for any additional background checks; only alteration in certain processes and procedures to ensure compliance with law. As such, no additional fiscal impacts will result from adoption of the recommended policies and procedures.

Public Comment

None

- ❖ *Council Member Mitchell offered a motion that the policies and procedures on background checks be approved and that such policies and procedures be incorporated into the City's Employee Handbook and made effective immediately upon adoption*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (5-0); Owens absent*

E. Update To Extended Leave And Return To Duty Policy

- Assistant City Administrator, James Drinkard, came forward to present this item on behalf of staff
- Staff recommends that the Policies and Procedures on Extended Leave and Return To Duty be approved and adopted as presented and that such policies and procedures be incorporated into the City's employee handbook and made immediately effective upon adoption.
- From time to time, it is necessary for the City to revisit its employment policies and procedures to ensure compliance with current law and best practice and to ensure that such policies and procedures adequately serve the best interests and needs of the organization. Few areas of employment law and practice have seen as much rapid change as has been witnessed in the areas of extended leave, workplace medical accommodation, and return to duty following medical leave.
- Having reviewed existing policies and procedures in these areas, Staff identified the need to modify certain policies and to more clearly define internal procedures.
- The policy has been reviewed by legal counsel and is recommended for adoption.

Public Comment

None

- ❖ *Council Member Mitchell offered a motion to approve the policies and procedures update to extended leave and return to duty and adopted as presented and that such policies and procedures be incorporated into the City's employee handbook and made immediately effective upon adoption*
- *The motion was seconded by Council Member Kennedy*
- *Motion approved (5-0); Owens absent*

F. Employee Assistance Program Policies And Procedures

- Assistant City Administrator, James Drinkard, came forward to present this item on behalf of staff
- Staff recommends that the recommended Employee Assistance Program Policies and Procedures be approved and adopted as presented and that such policies and procedures be incorporated into the City's employee handbook and made immediately effective upon adoption.
- The Employee Assistance Program (EAP) is a counseling and referral service available to employees to aid them in dealing with the range of problems which might have an

impact on their working as well as their personal lives. As a self-referral and management tool, the Employee Assistance Program is intended to increase employee productivity, reduce absenteeism and turnover, and positively impact the learning and work environment.

- The Employee Assistance Program provides confidential short-term intervention, assessment, and referral services for employees. Employees may self-refer to the Employee Assistance Program, or a referral may be made by a supervisor or manager as an informal recommendation or as a mandatory requirement.
- While the City has provided the EAP as a benefit and management tool for many years, a written policy defining its use and purpose was never created. The recommended policy document simply defines the manner in which the EAP may be used and establishes a framework of procedures and language related to this tool.
- As the EAP is an existing benefit / service, no additional fiscal impacts will result from adoption of the recommended policy.

Public Comment

None

❖ *Council Member Mitchell offered a motion that the Employee Assistance Program Policies and Procedures be approved and adopted as presented and that such policies and procedures be incorporated into the City's employee handbook and made immediately effective upon adoption*

- *The motion was seconded by Council Member Gilvin*
- *Motion approved (5-0); Owens absent*

G. Grant Funding for Camp Happy Hearts

- Deputy Director of Recreation and Parks, Lisa Cherry, came forward to present this item on behalf of staff
- Staff requests that Mayor and Council Approve the department's request to apply for grant funding in the amount of \$36,400.00 for the Request for Proposal 15RFP110042015 Community Services Program, administered by the Fulton County Department of Housing and Community Development, and authorize the Director of Recreation and Parks to approve the final application.
- Since 2004, the Alpharetta Recreation and Parks Department has applied for and received grant funding through the Fulton County Department of Housing and Community Development (FCDHCD). This grant, formerly known as the F.R.E.S.H.

grant, has been used to offset expenses associated with Camp Happy Hearts, a summer day camp for children age 6 to 12 who have mild disabilities.

- This year, FCDHCD has changed the name of the grant and the way they will award monies to approved applicants. The name of the grant is Request for Proposal 15RFP110042015 Community Services Program. The amount we are requesting this year is \$36,400. Funds would be used for facility rental, bus rental, and staff salaries. No matching funds are required.
- The goal of FCDHCD is to partner with agencies that fill specific needs in the communities they serve and to consolidate the number of funds paid out to agencies that collaborate with one another. The Lionheart School has once again agreed to be the fiscal agent for Camp Happy Hearts for the purpose of the 501c3 status for funding. In addition to partnering with the Lionheart School, we will also partner again with the City of Milton (Camp Joyful Soles for children age 12-17 who have mild disabilities).
- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

- ❖ *Council Member Binder offered a motion to approve the department's request to apply for grant funding in the amount of \$36,400.00 for the Request for Proposal 15RFP110042015 Community Services Program, administered by the Fulton County Department of Housing and Community Development, and authorize the Director of Recreation and Parks to approve the final application.*
- *The motion was seconded by Council Member Kennedy*
- *Motion approved (6-0)*

H. Resolution Authorizing the Adoption of an Amended and Restated City of Alpharetta Retirement Savings Plan

- Director of Finance, Tom Harris, came forward to present this item on behalf of staff
- Based upon the recommendation of the Pension Board, please approve the attached Resolution authorizing the adoption of an amended and restated Retirement Savings Plan (401a) reflecting previously approved amendments and other administrative changes, and authorizing the submittal of the restated plan to the IRS.
- In August of 2013, the Retirement Savings Plan was amended and restated effective January 1, 2013. The Pension Board and Council have approved two amendments subsequently. The attached Resolution authorizes the adoption of an amended and

restated plan, effective January 1, 2016, incorporating these previous amendments as well as other minor administrative changes. Language regarding the composition of the committee is also being modified to allow the Mayor to either serve on the committee or designate a council member (currently allowed) or a resident of Alpharetta (new language) to serve on the committee.

- The plan has previously received a favorable IRS determination letter on the qualified status of the plan but must submit for a new favorable determination letter by January 31, 2016.
- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

- ❖ *Council Member Mitchell offered a motion to approve the Resolution authorizing the adoption of an amended and restated Retirement Savings Plan (401a) reflecting previously approved amendments and other administrative changes, and authorizing the submittal of the restated plan to the IRS.*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (6-0)*

I. Resolution Authorizing the Adoption of an Amended and Restated City of Alpharetta Combined Defined Benefit Pension Plan

- Director of Finance, Tom Harris, came forward to present this item on behalf of staff
- Based upon the recommendation of the Pension Board, please approve the attached Resolution authorizing the adoption of an amended and restated Combined Defined Benefit Pension Plan reflecting previously approved amendments and other administrative changes, and authorizing the submittal of the restated plan to the IRS
- In August of 2013, the Combined Defined Benefit Pension Plan was amended and restated effective January 1, 2013. The Pension Board and Council have approved two amendments subsequently. The attached Resolution authorizes the adoption of an amended and restated plan, effective January 1, 2016, incorporating these previous amendments as well as other minor administrative changes. Language regarding the composition of the committee is also being modified to allow the Mayor to either serve on the committee or designate a council member (currently allowed) or a resident of Alpharetta (new language) to serve on the committee. Current language allows overtime hours to be included in pensionable earnings. The plan is being modified to cap the overtime hours to a maximum of 300 hours in a calendar year.
- The plan has previously received a favorable IRS determination letter on the qualified status of the plan but must submit for a new favorable determination letter by January 31, 2016.

- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment - None

❖ *Council Member Mitchell offered a motion to approve the Resolution authorizing the adoption of an amended and restated Combined Defined Benefit Pension Plan reflecting previously approved amendments and other administrative changes, and authorizing the submittal of the restated plan to the IRS*

- *The motion was seconded by Council Member Gilvin*
- *Motion approved (6-0)*

J. Fiscal Year 2015 Assistance to Firefighters Grant Application

- Director of Public Safety, Gary George, came forward to present this item on behalf of staff
- Adopt the attached resolution approving submission of a grant application under the Federal Emergency Management Agency's FY15 Assistance to Firefighters Grant program.
- The U.S. Department of Homeland Security, through the Federal Emergency Management Agency, funds multiple grant programs for state and local first responders. One of these is the Assistance to Firefighters Grant, an annual award program specific to fire and emergency medical services. The program gives priority to personal protective equipment, which Alpharetta uses and must periodically replace. One of these items is the focus of the proposed grant application.
- Self-contained breathing apparatus (SCBA) units consist of a harness, air bottle, regulator, air hose and mask, and accessories. Harnesses and bottles are pre-positioned in every seat on every fire truck. The seats are sculpted to accommodate the SCBA's, such that a firefighter can strap into the harness while riding. Face masks are individually fitted and issued, and when a firefighter comes on duty he connects his own face mask to the harness in the seat to which he or she is assigned.
- All of these components must meet standards established by the National Fire Prevention Association. Harnesses have a life expectancy of ten years, by which time wear and tear have rendered them unsafe, and changing NFPA standards have jeopardized compliance. Alpharetta has twelve SCBA units that have reached end of life and need to be replaced.
- Replacement cost is about \$7,000 per set, or \$84,000 total. The program requires a 10% match, so if awarded the grant will pay \$75,600 and Alpharetta will pay \$8,400.
- City Attorney, Sam Thomas read the Resolution aloud

❖ *Council Member Gilvin offered a motion to approve the Resolution approving submission of a grant application under the Federal Emergency Management Agency's FY15 Assistance to Firefighters Grant program*

- *The motion was seconded by Council Member Binder*
- *Motion approved (6-0)*

IX. PUBLIC COMMENT - None

X. WORKSHOP

A. Staffing Of Building Inspections

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Prior to the 2008 recession, the City funded five Building Inspector positions. Starting in 2008 with the recession and reduced demand for inspection services, Building Inspector positions were reduced through attrition from five to three. A Building Inspector position was added during the FY 2014 Mid-Year Budget to bring the current position count to four Building Inspectors.
- This item focuses on the request to fund one additional Building Inspector position to bring total inspector staffing to five which was the pre-recession staffing level. A recent analysis by the Community Development Department shows that the raw number of inspections has steadily increased from the 2010 low of 9,146 inspections to 20,556 inspections in 2014 (125% increase).
- Additionally, in 2015 there were 22,984 inspections, 12% higher than 2014. Based on the Building Department workload trend over the last few years as well as forecasted projects, an additional Building Inspector position is requested. The position will enable the Department to meet current and projected demand while maintaining the same level of service to customers.
- The budgetary impact for FY 2016 totals \$31,000 and represents four months of personnel costs (e.g. March through June), operational costs (e.g. uniform, supplies, etc.), and one-time startup costs (e.g. computer, mobile devices, etc.) and is being funded through additional building permit fee collections.
- The annualized impact of this position is \$81,000 (personnel and operating expenses).
Annualized FY 2016 Cost (March-June) Personnel (salary/ benefits) \$ 80,000.00 \$ 27,000.00 Operations (uniforms, training, etc.) \$ 1,000.00 \$ 1,000.00 Startup (computer, mobile devices, etc.) \$ - \$ 3,000.00 \$ 81,000.00 \$ 31,000.00
- If approved, this initiative would be included in the Mid-Year Budget Ordinance that will be brought before the Council for consideration in February.

- Council gave consensus to move forward with advertising requirements of posting the positions

B. Bond Referendum Discussion

- Mayor and Council discussed the progress of the possible Bond Referendum, potential projects, and offering more opportunity for public comment
- Mr. Regus provided a brief overview of proposed projects and a timeline for moving forward

XI. REPORTS

- Council Member Binder announced that his 1st office hours were held at 6:30 p.m. and is looking forward to meeting with more citizens going forward
- Council Member Gilvin commented on the St. James United Methodist Church Martin Luther King, Jr. Celebration and how proud he was of the City and the work that the employees and public safety department put in to make it such a success
- Mayor Belle Isle also commented on the success of the Martin Luther King, Jr. event and was proud of the City-wide participation.
- Council Member Mitchell announced that the Historic Preservation Commission met for the 1st time last week and had a great 1st meeting
- Mayor Belle Isle provided a brief update on the progression of the potential TSPLOST and MARTA options for North Fulton

XII. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ *Council Member Kennedy offered a motion to adjourn to Executive Session*
 - *The motion was seconded by Council Member Mitchell*
 - *Motion approved (6-0)*

Respectfully Submitted,



Coty Thigpen, City Clerk



Official Minutes of Public Hearing & Council Meeting

JANUARY 25, 2016

COUNCIL CHAMBERS

2 PARK PLAZA

7:30 PM

Official Minutes

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta's Clerk's office during normal business hours.

I. CALL TO ORDER

❖ *Mayor Belle Isle called the meeting to order at 7:33 p.m.*

II. ROLL CALL

Members Present:

Mayor Belle Isle, Mayor Pro Tem Owens, Council Members Kennedy, Merkel, Binder, Mitchell and Gilvin

Members Absent:

None

Staff Present:

City Administrator Bob Regus, Assistant City Administrator James Drinkard, City Attorney Sam Thomas, City Clerk Coty Thigpen, Director of Community Development Kathi Cook, Director of Public Works Pete Sewczwicz, Director of Finance Tom Harris, Director of Public Safety Gary George, Director of Recreation and Parks Mike Perry, Senior Engineer Eric Graves

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS

A. Alpha Bikes - Michael Horwitz

V. CONSENT AGENDA

A. Alcoholic Beverage License Applications

- ❖ *Council Member Owens offered a motion to approve the Consent Agenda*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (7-0)*

VI. PROJECT UPDATES

A. Convention Center

B. City Center - Public Development

- Mr. Regus reported that the only update is that it rained some last week and some leaks still occurred on the 3rd floor. Our contractor continues to look for solutions.

C. City Center - Private Development

Public Comment

None

VII. BOND DISCUSSION

A. Overview of Potential Transportation Projects

- Director of Public Works, Pete Sewczwicz, came forward to present potential transportation plans for purposes of public information and feedback. Projects for discussion included:
 1. Rucker Road Project – 2 phases
 2. Kimball Bridge Road Project
 3. Windward Parkway – from Westside Parkway to SR 9
 4. Lily Garden connector
 5. Sidewalks

Public Comment

None

B. Overview of Recreation and Parks Projects

- Director of Recreation and Parks, Mike Perry, came forward to give a brief overview of potential recreation and parks projects. A more detailed presentation will come forward at the next Council Meeting. Projects for discussion included:
 1. Greenway connection

2. Arts Center – former Canton Library
3. Renovation of Wills Park pool
4. Park land Acquisition
5. Potential partnership with the YMCA for Community Center

Public Comment

None

VIII. PUBLIC HEARING

A. CLUP-15-15/Z-15-16/CU-15-14/V-15-26 Koza/Volleyball Courts

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Staff recommends approval of CLUP-15-15/Z-15-16/CU-15-14/V-15-26 Koza/Volleyball Court subject to the following conditions:
 1. The property shall have an "AG" zoning classification and a "Park/Recreation/Open Space" land use.
 2. The conditional use to allow existing volleyball court shall be approved but shall cease when the property is sold or transferred.
 3. Additional landscaping shall be installed on the south, east and west side of the property to completely screen the volleyball courts, bathrooms, and other structures from Old Milton Parkway and neighboring properties. A planting plan shall be submitted to the City for Staff approval.
 4. Applicant shall post a sign in the parking area stating, "No parking is permitted in the Wills Park parking lot".
 5. Volleyball courts can only be used from 9:00 am to 9:00 pm.
 6. No expansion of the volleyball court facility or use shall be permitted.
 7. Photometric plan shall be provided to the City for review and approval. Spillover light shall not exceed one half (0.5) of one foot-candle when measured six feet above grade at the residential property line.
 8. ADA compliant restrooms shall be installed on the site close to the house location and screening to be approved by staff.
 9. Undisturbed 5' buffer on all sides of the property. A 50' undisturbed buffer shall

be required adjacent to North. Existing front setback shall remain.

10. Gravel or a crusher run product shall be used for the parking area. Site plan shall be submitted to Staff for review and approval and shall not extend beyond garage structure.

11. Yearly renewal of business license shall be dependent upon review of the business impact to the site and surrounding residencies. The impact of the use shall be reviewed and considered. If complaints are received from surrounding residents or if a parking shortage or traffic problem can be demonstrated by the City, then the business license for athletic facility shall not be renewed at this location. Applicant shall have 60 days to stop use in the event that the business license is denied.

12. No alcohol shall be permitted/provided as a part of this request.

- The applicant, Jim Koza, is requesting a change in zoning from R-15 to AG to allow the existing house and two commercial volleyball courts to remain as currently configured. A change to the Comprehensive Land Use Plan (CLUP) from "Low Density Residential" to "Parks/Recreation/Open Space" conditional use in order to allow an "Athletic Facility" use of two commercial volleyball courts is also requested. The applicant is also requesting variances for parking in gravel, reduction of the 50' buffer, and a reduction of the minimum lot size with AG to just over 1 acre.
- The submitted request, if approved, will allow Mr. Koza to operate two existing outdoor sand volleyball courts on land on which his existing house lies. The parcel is currently zoned R-15 with his house on the site. The property is located at 1720 Old Milton Parkway just east of Wills Road, across the street from the tennis courts at Wills Park.
- Property to the north, east and west is zoned R-15 and contains homes within the Meadowbrook Park Estates subdivision. Property to the south is zoned SU for Wills Park. Across from Old Milton Parkway and west of Wills Park is R-8D for the Enclave at Wills Park neighborhood that is currently under construction. On the northwest corner of Rucker Road (OMP) and Wills Road sits the baseball field of the American Legion.
- In July of 2014, the applicant installed two professional sand volleyball courts in his front yard. He did not have permission to install them or to run a commercial facility on the courts. Staff saw the use and it had no permit and found through website searches that he was operating a commercial business and instructed the applicant he was required to stop and could request a conditional use through the public hearing process.
- The applicant has requested to rezone the 1.2 acres to AG from R-15 which permits an "athletic facility" as a conditional use under semipublic uses. The applicant also

requests to change the CLUP from "Low Density Residential" to "Parks/Recreation/Open Space," which will allow him to have commercial volleyball courts. AG is the only zoning category that will allow the existing house to stay and the commercial volleyball courts to be used on the same property.

- The parcel is elevated above Old Milton Parkway by about 10-12 feet so the courts cannot be seen from the road. The courts are also behind 8 -10 feet of landscaping that consists of crepe myrtles and Loropetalum bushes. On the east side of the courts there are trees which block the view of the neighboring houses. The courts are set in the southern and western end of the front yard of the home. To the west are two City of Alpharetta owned parcels with no houses on the property.
- The subject property, if rezoned, will have a 50-foot buffer around the inside edge of the lot. Because the applicant's house will remain and courts are between the road and house, the 50' buffer should be reduced to 5' as long as no other athletic facilities are located on the site. This requirement is due to the conditional use business being located on the property.
- The lighting on the volleyball courts is planned to be low with lighting mostly on the underneath side of the ball. Lighting fixtures shall be about 10 – 15 feet high and mounted to poles that are outside of the finished courts. There will be 12 lights on 6 poles per courts. The lighting plan shows lights less than 1 foot candle at the property lines. There are also 3 poles which hold the barrier netting on the perimeter of the courts the fourth is on the corner of the house. These poles are two telephone line poles and one 20' metal pole. The one metal barrier netting pole can only be seen from Old Milton Parkway which is why Staff put a condition to address it.
- The applicant's current hours of operation are about 9:00 AM to dark. With the lights, he would like to be open until 10:00 PM. The courts are used 7 days per week. The users of the court are local junior players, adult leagues and other volleyball players.
- Parking for the site includes a two-car garage and 10 additional surface spaces behind the fence for additional cars. If this project is approved the site will need to add 8 additional parking spaces to the south. The applicant will add 8 spaces west of the driveway behind the crepe myrtles, which is above the site lines of view for motorists on Old Milton Parkway and is blocked by the existing landscaping. The 6 crepe myrtles will be moved to the neighboring property to the east with the adjoining owner's permission or replanted on the subject site, if they cannot be moved.
- The traffic report shows the requested use would generate 30 trips per day. The weekday AM Peak Hour is 2 trips and the weekday PM Peak Hour is 16 trips. Traffic for the existing development was calculated using equations and rates contained in the Institute of Transportation Engineers' (ITE) Trip Generational Manual, Ninth Edition, 2012. The trip generation was calculated assuming a residential unit and multipurpose recreation facility (Land Use 210 and 435).

- City Staff has reviewed the applicant's proposal and is of the opinion that the proposal can be supported with conditions that lighting and landscaping are addressed. The ADA restrooms will be reviewed by Staff for architectural and code compliance. Conditions should be required to limit the hours during which the volleyball courts may be used and to address light spillover to adjacent properties.
- The property should remain as close to its existing state as possible. The variances should also be granted with gravel for the parking lot plan and the crepe myrtle trees that are to be moved as part of the parking solution should be required to be planted elsewhere on the site. Additional landscaping should be planted in the front where drivers and pedestrians along Old Milton Parkway can see the barrier netting. The variance for the lot size set at the current size of 1.22 acres should also be granted. Also, the buffer variance should be granted as this is a home site with a flat open space that is used as a commercial athletic facility.
- The report submitted by the applicant states that the applicant telephoned or visited each property owner within 500 feet of the subject property with a letter stating his intent. One person commented they were concerned with noise, but it was fixed with the removal of the courts from the back yard to the front yard.
- This item was heard at the January 4 Planning Commission meeting. Four people spoke in favor of the request. No one spoke against the request. The Planning Commission added a condition prohibiting alcohol sales or use on the property. After discussion, the Commission unanimously recommended approval of the request.
- Jim Koza, applicant, came forward to make a brief presentation

Public Comment

- Chris Shelton, 1202 Pine Heights Drive, Atlanta, GA, came forward to speak on this item
- Greg, 335 Waverly Hall Drive, Roswell, GA, came forward to speak on this item
- Kathleen Pernon of Brookhaven, GA, came forward to speak on this item
- Greg, 3445 Indian Hills Drive, Marietta, GA, came forward to speak on this item

❖ *Council Member Kennedy offered a motion to approve CLUP-15-15/Z-15-16/CU-15-14/V-15-26 Koza/Volleyball Court subject to the staff and Planning Commission conditions with a few minor additions:*

- *Condition #1- propose another sentence that shall read, "Property shall be restricted to residential use and volleyball courts only as depicted on site plan dated Dec 2, 2015."*
- *Condition #2- propose adding the word "leased", so it should read "when the property is sold, leased, or transferred..."*

- *Condition #7 in regard to lighting, adding a sentence that states, "Lights shall be turned off when volleyball courts are not in use."*
- *The motion was seconded by Mayor Pro Tem Owens*
- *Motion approved (7-0)*

B. PH-15-24 Sign Ordinance and Text Amendments

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Staff recommends approval of PH-15-24 UDC Changes- Sign Ordinance and Text Amendments.
- Several changes are proposed by Staff and the City Attorney's office as a result of use trends and clarifications needed in the Unified Development Code.
- Consideration of changes to the Unified Development Code are proposed that include changes to the sign ordinance in the UDC Article II, Section 2.6., and changes to the UDC to define 'wood' as a durable product for treatment of weather proofing as well as other general clarifications. Considerations of amending the UDC Section 4.3.1 and 4.2.2 to insert Director. Considerations of amending the UDC Section 4.4.5 to remove residential and commercial plan requirements and removing building inspections to refer to the residential or commercial inspection procedures are also included.
- Sign Ordinance changes are proposed that provide for the modifications, deletions and/or add definitions and addition of other provisions related to certain types of signs, and for other purposes.
- This item was heard at the December 3, 2015 Planning Commission meeting for the text amendments and at the January 7, 2016 Planning Commission for the Sign Ordinance. At the December 3 meeting, one person spoke about the fence ordinance requesting additional language be added to address fence maintenance such as prevention of leaning. It was explained that the property maintenance code could be changed. After discussion, the Planning Commission voted 5-0-0 to recommend approval of the text amendments and they voted 4-0-0 to recommend approval of the Sign Ordinance.
- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

- Duane Goodwin, 1275 Mid Broadwell Road, Alpharetta, GA, came forward to speak on this item

- Beverly Iffland, 320 Jayne Ellen Way, Alpharetta, GA, came forward to speak on this item
 - ❖ *Council Member Kennedy offered a motion to approve the Ordinance as read by City Attorney with the understanding that there may be revisions before the 2nd reading*
 - *The motion was seconded by Mayor Pro Tem Owens*
 - *Motion approved (7-0)*

C. PH-15-25 Update to Comprehensive Land Use Plan

- Consultant Eric Bosman of Kimley Horn came forward to present the plan for updating the City's Comprehensive Land Use Plan
- The Georgia Department of Community Affairs requires elements of the Comprehensive Land Use Plan to be updated every 5 years. They establish standards and procedures for comprehensive planning by all local governments in Georgia. Those standards and procedures emphasize preparation of plans that help each local government address its immediate needs and opportunities while moving toward its long-term goals for the future. The Plan is also a guide for the community and businesses to predict possible future development. In order to maintain qualified local government certification, and remain eligible for selected state funding and permitting programs, each local government must prepare, adopt, maintain, and implement a comprehensive plan.
- A Steering Committee is required to begin the update process and a group of 14 individuals representing different stakeholder groups has been selected to begin the process in February. After the Steering Committee meets the first of several public meetings will be scheduled to gather public input. A draft of the update is planned to be presented to the Planning Commission and City Council for adoption in May.

Public Comment

None

IX. NEW BUSINESS

A. City Center Town Green Drainage

- Director of Recreation and Parks, Mike Perry, came forward to present this item on behalf of staff
- Staff requests that Mayor and Council award \$49,730.86 to TriScapes, Inc. in for Drainage Improvements to the City Center Town Green and authorize the Mayor to execute all necessary documents.

- The City Center Town Green between the fountain and Main Street has been holding water along the perimeter of the fountain and grass. The first occurrence of ponding water occurred in Summer 2015. City staff was informed that once the sod "took", the issue of ponding water would be resolved; unfortunately this was not the case. The Department of Public Works along with the Department of Recreation and Parks worked closely with the engineering firm AECOM to develop a solution that maintains the aesthetics of the Town Green but also eliminates ponding of water during rain events. The detailed engineering design is attached for reference.
- The design consists of installing multiple measures to ensure ponding water does not occur as well as prevent any water from potentially entering adjacent city streets. Step one is to remove all of the existing sod, and soil to a depth of 18 inches, Based off conversations with CHOATE construction as well as soil boring obtained by the City the majority of the soil is made-up of clay. Once the top 18 inches of soil has been removed the next 6 inches of soil will be tilled to break up the soil. Once this is complete, 6 inches of drainage rock will be installed. Then a mixture of 80% sand and 20% peat will be installed to a depth of 10 inches and the area will be laser graded before the sod is installed.
- Instead of installing a visible trench drain along the perimeter of the Town Green, the design team recommends installing an 18" deep by 4" wide drain below grade. Along the northeast corner of the Town Green the drain will be connected to an 18" AdvanEDGE pipe which will be connected to the nearby street storm drains. Several sections of the concrete walkway will have to be removed and repaved to allow drainage systems connection to the storm drains.
- Once a design was finalized, the Departments of Public Works and Recreation and Parks obtained a quote from TriScapes (\$49,730.86) which successfully completed the same scope for the City Center Garden project last year. TriScapes is recommended to be awarded this project as a single source vendor due to their unique knowledge of the scope of work (having just completed the same scope for the City Center Garden project) as well as the accountability benefits (TriScapes currently maintains the City Center Parks and the City will receive the additional benefit of eliminating potential finger-pointing between the maintenance company and the installation company).

Public Comment

None

- ❖ *Council Member Binder offered a motion to award \$49,730.86 to TriScapes, Inc. in for Drainage Improvements to the City Center Town Green and authorize the Mayor to execute all necessary documents*
 - *The motion was seconded by Mayor Pro Tem Owens*
 - *Motion approved (7-0)*

X. PUBLIC COMMENT

None

XI. REPORTS

- Mayor Pro Tem Owens – Public Works and Georgia Department of Transportation have been collaborating on a program to work on signals on state routes through the Regional Traffic Operations Program. Tomorrow will be the 1st day that the signals are on that system. State officials will be at Public Works monitoring the signals and the State will take on some maintenance going forward. Mayor Pro Tem Owens would like public feedback on the signals and their timing.
- Council Member Gilvin- Reminded everyone that the Public Safety Awards Ceremony is this Friday from 10a-12:30p at Alpharetta Presbyterian Church.
- Mayor Belle Isle – Reported that at the most recent North Fulton Mayor's Association meeting, the various cities had discussed TSPLOST and MARTA. More specifically, discussed having some sort of measurement as to the forecast improvement for traffic, whether it be heavy rail or bus rapid transit. As a result of that discussion, Kimley Horn has been asked to do a cost estimate and report back to the group.
- Mayor Pro Tem Owens – As a follow up to the Mayor's report, he stated that he has started conversations with Kimley Horn to define that scope. MARTA is evaluating traffic impacts from various potential station locations. He suggested having Kimley Horn start by evaluating MARTA's scope.

XII. ADJOURNMENT

❖ *Mayor Belle Isle adjourned the meeting at 9: 27 p.m.*

Respectfully Submitted,



Coty Thigpen, City Clerk



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris, Finance Director
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT FOR THE MONTH ENDING DECEMBER 31, 2015.

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending December 31, 2015 (period 6 of Fiscal Year 2016).

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:

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

In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater;
3. Purchase orders with an estimated cost between \$5,000 and \$50,000; and
4. Status of current year bids/RFPs.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Reports (December 2015)

Financial Management Reports



for the month ending
December 31, 2015
(Period 6 of 12 - unaudited)

Financial Management Reports

Fiscal Year 2016

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TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*
DATE: FEBRUARY 1, 2016
RE: FINANCIAL MANAGEMENT REPORTS AS OF DECEMBER 31, 2015

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending December 31, 2015.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2016 revenues are budgeted at \$58.5 million (net of Carryforward Fund Balance totaling \$5 million). As of December 31, 2015, actual revenue collections total 66% or \$38.5 million.

Early collection trends indicate a net gain over budget of \$3.2 million. The revenue account detail is as follows:

• Property Taxes (current year):	\$1,500,000
• Motor Vehicle Title Taxes:	100,000
• Local Option Sales Taxes:	150,000
• Franchise Taxes:	155,217
• Insurance Premium Taxes:	163,175
• Alcohol Beverage Excise Taxes:	150,000
• Building Permit Fees:	500,000
• Court Fines:	(300,000)
• Hotel Taxes (city portion):	439,858
• Other:	<u>343,572</u>

Estimated Gain: \$3,201,822

The FY 2016 budget for current year property taxes (non-motor vehicle) totals \$18.8 million and is based on a billable digest of \$3.9 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2015 based on staff forecasts of property values/appeals.

The actual digest for FY 2016, as provided by the Fulton County Board of Assessors, currently totals \$4.2 billion (net of all exemptions/motor

MAYOR
DAVID BELLE ISLE

COUNCIL MEMBERS
JASON BINDER
JIM GILVIN
MIKE KENNEDY
DAN MERKEL
DONALD F. MITCHELL
CHRIS OWENS

CITY ADMINISTRATOR
ROBERT J. REGUS

vehicle values). This figure is net of all exemptions/motor vehicle values and assumes a 10%¹ write-down of appealed property values.

As detailed in the chart below, property tax collections at an estimated write-down trend of 10% on appealed properties would result in additional property tax collections of \$2 million.

General Fund			
	FY 2016 Budget	FY 2016 Estimate	Variance
Digest	3.9 billion	4.2 billion	336 million
Est. Revenue at:			
97% Budgeted Collection Rate	✓		
99% Historical Collection Rate		✓	
Property Tax Collections	\$18.8 million	\$20.9 million*	\$ 2,145,000
* Based on assessment (including appeals) write-down estimate of 10%.			

As it is still early, the budgetary estimate for FY 2016 property tax collections will only be adjusted to \$20.3 million (increase of \$1.5 million) pending further collection data and updated appeal write-down trends. Currently, 566 appeals remain with an assessed valuation of \$533 million.

Motor Vehicle Title Tax collections is trending lower than FY 2015 (\$1.3 million was collected in FY 2015) but is conservatively estimated to total \$1.1 million by year-end (non-standard revenue collection as it is dependent upon vehicle sales) which is \$100,000 greater than budget.

Local Option Sales Tax collections is trending 4% higher than FY 2015 and is estimated to total \$14.9 million by year-end (\$14.8 million was collected in FY 2015) which is \$150,000 greater than budget.

Franchise Tax collections are trending higher than FY 2015 and are conservatively estimated to total \$6.6 million by year-end (\$6.7 million was collected in FY 2015) which is \$155,217 greater than budget.

Insurance Premium Tax collections total \$3.3 million in FY 2016 and represent a 7% increase over FY 2015 collections of \$3.1 million.

Alcohol Beverage Excise Tax collections is flat with FY 2015 and is estimated to total \$2 million by year-end (\$2 million was collected in FY 2015) which is \$150,000 greater than budget.

Building Permit Fee collections is trending 9% higher than FY 2015 and is conservatively estimated to total \$1.6 million by year-end (\$1.9 million was collected in FY 2015) which is \$500,000 greater than budget. Building permit fee collections are variable but will likely

¹ Appealed property values for FY 2016 currently total \$533 million with 83% (\$440 million) of these values included in the billable digest and the remaining 17% (\$93 million) representing the City's buffer. The current write-down trend of appealed properties has totaled 6% which is within the City's buffer. The write-down trend is anticipated to exceed 6% as future appeals are resolved and the revenue forecast has been adjusted accordingly.

exceed the estimate for FY 2016 and will be adjusted accordingly in future reports. Growth is being driven through an increase in the underlying number/value of permits.

Municipal Court Fine collections is trending -15% lower than FY 2015 and is estimated to total \$2.1 million by year-end (\$2.4 million was collected in FY 2015) which is \$300,000 less than budget. Revenue decline is being driven through an overall decline in enforcement citations.

Hotel Tax collections is trending 27% higher than FY 2015 and is estimated to total \$2.2 million by year-end (\$1.9 million was collected in FY 2015) which is \$439,858 greater than budget. Please refer to the write-up on Hotel/Motel Fund activity for additional information.

The Other revenue category is exceeding budget through a combination of development related revenue growth (e.g. Development Permits, Plan Review Fees), general tax growth (Intangibles Tax, Real Estate Transfer Tax, etc.), and growth in the MOU with Milton for shared recreation services (FY 2016 totals \$435,916 compared to \$326,458 in FY 2015) which is partially offset through the reductions in Red Light Camera Citations which ceased operations in July (2015) pending a program review and contract negotiations. Red Light Camera Citation revenue forecasts will be revisited once the program review and contract negotiations are complete. There will be a similar costs savings through reductions in leases costs for the red light cameras (net impact to the budget is minimal).

The Finance Department will continue to monitor revenues and provide updates on collection trends as they become available.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports.

As of December 31, 2015, city departments (not including General Government²) have encumbered and expensed 54%, or \$28.4 million, of their FY 2016 budget appropriations. On a pure expenditure trend basis, FY 2016 is trending slightly lower than FY 2015. City Attorney is trending higher than FY 2015 due to timelier invoice submissions during FY 2016 (i.e. FY 2016 expenses represent more months than FY 2015). Human Resources is trending higher than FY 2015 due to the employee recognition event held in September.

Contingency: The General Fund contingency balance as of December 31, 2015 totals \$534,413.

Special Revenue Funds (large funds only)

The following section references information included within the attached GAAP Financial Statements.

Hotel/Motel Fund: FY 2016 revenues are budgeted at \$4.5 million with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (\$1.9 million or 43.3%); Alpharetta Business Community (\$741,815 or 16.7%); and the city (\$1.8 million or 40.0%). As of December 31, 2015, the city has collected 55% or \$2.4 million (five months of collections).

² General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

All collections have been distributed to the participating entities based on their proportionate share.

Hotel Tax collections is trending 27% higher than FY 2015 and is estimated to total \$5.8 million by year-end (\$4.6 million was collected in FY 2015) which is \$1.4 million greater than budget. Growth is being driven through an increase in hotel occupancy coupled with the change of the underlying tax rate. Effective October 1st 2015, the Hotel/Motel Tax was changed from 6% (6 pennies) to 8% (8 pennies) to fund tourist development including construction of a new convention center at the Avalon development. November collections represented the first month under the amended tax. Distributions going forward will be allocated between the Alpharetta Convention & Visitor's Bureau (43.75% or 3.5 pennies); city (30% or 2.4 pennies base; 7.5% or 0.6 pennies expanded portion); and Convention Center (18.75% or 1.5 pennies). It should be noted that it is the city's intent to reserve \$1.5 million of surplus hotel/motel taxes for a debt service reserve on the convention center bonds to be issued in 2016. The intent of this reserve is to be fully funded through the Convention Center portion of the tax. However, the city will contribute taxes from its expanded portion towards the reserve in the early years and recapture those funds as they become available through the Convention Center portion. Approximately \$333,750 of the \$439,858 increase in the city's portion of Hotel Tax collections is related to the expanded portion and slated to be allocated towards the debt service reserve.

E-911 Fund: FY 2016 revenues are budgeted at \$3.8 million (net of carryforward fund balance totaling \$634,600 for capital initiatives). As of December 31, 2015, the city has collected 31% or \$1.2 million (five months of collections including the 1st and 2nd quarterly payments under the Milton IGA). Expenditures/encumbrances during the same time period total \$2.9 million and represent general operations, blanket purchase orders that will sustain operations/capital initiatives throughout the year, and one-time capital initiatives. There are no budget variances anticipated at this time.

Debt Service Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

FY 2016 revenues are budgeted at \$3.3 million (net of carryforward fund balance totaling \$852,087). As of December 31, 2015, the city has collected over 100% of budget, or \$3.4 million.

The FY 2016 budget for current year property taxes (non-motor vehicle) totals \$3.2 million and is based on a billable digest of \$4.4 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2015 based on staff forecasts of property values/appeals.

The actual digest for FY 2016, as provided by the Fulton County Board of Assessors, currently totals \$4.7 billion (net of all exemptions/motor vehicle values). This figure is net of all exemptions/motor vehicle values and assumes a 10%³ write-down of appealed property values.

³ Appealed property values for FY 2016 currently total \$533 million with 83% (\$440 million) of these values included in the billable digest and the remaining 17% (\$93 million) representing the City's buffer. The current write-down trend of appealed properties has totaled 6% which is within the City's buffer. The

As detailed in the chart below, property tax collections at an estimated write-down trend of 10% on appealed properties would result in additional property tax collections of \$330,000.

Debt Service Fund			
	FY 2016 Budget	FY 2016 Estimate	Variance
Digest	4.4 billion	4.7 billion	331 million
Est. Revenue at:			
97% Budgeted Collection Rate	✓		
99% Historical Collection Rate		✓	
Property Tax Collections	\$3.2 million	\$3.5 million*	\$ 330,000
* Based on assessment (including appeals) write-down estimate of 10%.			

Grant Funds

The following section references information included within the attached Grant Funds Detail Reports.

Operating Grant Fund Detail (Fund 220): Available funding totals \$71,029 and represents unencumbered/unspent project appropriations of \$53,271 and an unallocated reserve for future projects (grant matches) of \$17,758.

Capital Grants Fund Detail (Fund 340): Available funding totals \$863,153 and represents unencumbered/unspent capital project appropriations of \$619,591 and an unallocated reserve for future capital projects (grant matches) of \$243,562.

Capital Project Funds

The following section references information included within the attached Capital Project Funds Detail Reports.

General Capital Project Fund Detail (Fund 301): Available city funding totals \$7.8 million and represents unencumbered/unspent capital project appropriations of \$6.7 million and an unallocated reserve for future capital projects of \$1 million. Upon issuance of the Convention Center Bonds in March/April 2016, \$1.2 million will be reimbursed to the unallocated reserve account.

Available ABC (Alpharetta Business Community) funding totals \$140,089 and represents unencumbered/unspent capital project appropriations (sidewalk connectivity).

City Center Bond Fund (Fund 315): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2012. Available funding totals \$37,783 and represents unencumbered/unspent capital project appropriations. However, this appropriation is being reserved as a potential funding source for the City Center Town Green drainage project.

write-down trend is anticipated to exceed 6% as future appeals are resolved and the revenue forecast has been adjusted accordingly.

Enterprise Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

Solid Waste Fund: FY 2015 revenues are currently budgeted at \$3.3 million. As of December 31, 2015, the city has collected \$2.4 million which represents the 1st-3rd quarter billings and associated investment earnings. Expenditures/encumbrances during the same time period total \$3.2 million and represent general operations and blanket purchase orders (e.g. sanitation hauler) that will sustain operations throughout the year. There are no budget variances anticipated at this time.

Other Items

Council Member Stipend Activity Listing: The FY 2016 budget includes appropriations of \$9,000 for the Mayor and \$5,000 for each City Council Post and the available balances as of December 31, 2015 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: David Belle Isle	\$ 9,000	\$ 2,863	\$ 6,137
Post #1: Donald Mitchell	\$ 5,000	\$ 3,973	\$ 1,027
Post #2: Mike Kennedy	\$ 5,000	\$ 1,100	\$ 3,900
Post #3: Chris Owens	\$ 5,000	\$ 43	\$ 4,957
Post #4: Jim Gilvin	\$ 5,000	\$ 962	\$ 4,038
Post #5: Jason Binder*	\$ 5,000	\$ 1,219	\$ 3,781
Post #6: Dan Merkel*	\$ 5,000	\$ 593	\$ 4,407

**This chart provides expenditure activity by Mayor/City Council Post and includes multiple incumbents for Post #5 and Post #6. Councilmen Binder and Merkel were sworn into Office on January 4, 2016.*

Development Authority (Component Reporting Unit)

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

The following section pertains to information detailed within the attached Alpharetta Development Authority Financial Statements. As of December 31, 2015, the Development Authority has \$56,712 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

Other reports included with this packet are as follows:

- Listing of Payments \$5,000 and greater;
- Listing of PO's between \$5,000 and \$50,000; and
- Bid/RFP Status



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GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
For the month ended December 31, 2015

	Current Fiscal Year					Prior Fiscal Year		
	2016 Budget	2016 YTD	% Collected	2016 Estimated	Variance	2015 Actual	2015 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 18,800,000	\$ 19,776,536	105.2%	\$ 20,300,000	\$ 1,500,000	\$ 18,627,480	\$ 17,790,009	95.5%
Delinquent	249,500	230,259	92.3%	249,827	327	291,154	129,444	44.5%
Motor Vehicle Tax	300,000	182,046	60.7%	300,000	-	535,898	186,964	34.9%
Motor Vehicle Title Fee	1,000,000	576,092	57.6%	1,100,000	100,000	1,311,317	600,236	45.8%
Local Option Sales Tax	14,700,000	6,271,437	42.7%	14,850,000	150,000	14,757,780	6,060,313	41.1%
Franchise Tax	6,440,000	605,959	9.4%	6,595,217	155,217	6,682,041	451,230	6.8%
Insurance Premium Tax	3,150,000	3,313,175	105.2%	3,313,175	163,175	3,101,250	3,101,250	100.0%
Alcohol Beverage Excise Tax	1,850,000	835,200	45.1%	2,000,000	150,000	1,998,770	803,046	40.2%
Building Permit Fees	1,100,000	997,373	90.7%	1,600,000	500,000	1,891,794	915,209	48.4%
Business and Occupational Tax	1,000,000	113,730	11.4%	1,000,000	-	1,058,279	214,162	20.2%
Municipal Court Fines	2,400,000	1,105,832	46.1%	2,100,000	(300,000)	2,418,607	1,294,209	53.5%
Recreation/Special Event Fees	2,007,000	1,049,838	52.3%	2,069,274	62,274	2,065,396	895,851	43.4%
Hotel/Motel Tax (City portion)	1,780,000	946,133	53.2%	2,219,858	439,858	1,858,068	764,728	41.2%
subtotal	\$ 54,776,500	\$ 36,003,610	65.7%	\$ 57,697,351	\$ 2,920,851	\$ 56,597,834	\$ 33,206,650	58.7%
Other Revenues	3,707,546	2,542,607	68.6%	3,988,517	280,971	4,397,393	2,355,763	53.6%
Total Revenues	\$ 58,484,046	\$ 38,546,217	65.9%	\$ 61,685,868	\$ 3,201,822	\$ 60,995,227	\$ 35,562,413	58.3%
Carryforward Fund Balance	5,036,209							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 For the month ended December 31, 2015

	Current Fiscal Year						Prior Fiscal Year		
	2016 Budget	2016 Encumbrances	2016 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2015 Exp. (Total)	2015 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 350,069	\$ 533	\$ 163,414	\$ 186,123	46.8%	46.7%	\$ 308,237	\$ 152,288	49.4%
City Administration	2,056,082	19,638	981,155	1,055,290	48.7%	47.7%	2,722,528	1,328,941	48.8%
Finance	3,160,975	97,389	1,743,041	1,320,545	58.2%	55.1%	2,953,855	1,706,798	57.8%
City Attorney	525,000	35,000	327,078	162,922	69.0%	62.3%	608,630	198,767	32.7%
Information Technology	1,523,355	19,174	774,478	729,703	52.1%	50.8%	1,467,121	755,753	51.5%
Human Resources	395,114	12,021	200,324	182,770	53.7%	50.7%	376,580	188,006	49.9%
Municipal Court	1,052,500	122,415	482,817	447,268	57.5%	45.9%	969,417	486,247	50.2%
Public Safety	25,385,562	812,066	12,798,102	11,775,394	53.6%	50.4%	24,212,086	12,484,165	51.6%
Public Works	7,941,386	439,943	3,563,100	3,938,343	50.4%	44.9%	7,084,379	3,296,781	46.5%
Recreation & Parks	8,313,151	686,810	3,956,413	3,669,928	55.9%	47.6%	6,669,756	3,185,614	47.8%
Community Development	2,391,485	46,446	1,142,559	1,202,480	49.7%	47.8%	2,340,068	1,221,488	52.2%
subtotal	\$ 53,094,679	\$ 2,291,435	\$ 26,132,480	\$ 24,670,764	53.5%	49.2%	\$ 49,712,655	\$ 25,004,849	50.3%
General Government:									
Non-Departmental	\$ 45,000	\$ -	\$ 10,000	\$ 35,000	22.2%	22.2%	\$ 45,000	\$ 10,000	22.2%
Insurance Premiums (Risk)	607,000	-	303,500	303,500	50.0%	50.0%	545,000	272,500	50.0%
Gwinnett Tech Bond P&I	290,340	-	60,170	230,170	20.7%	20.7%	288,640	61,820	21.4%
Transfer(s) to other Funds	8,943,236	-	4,471,618	4,471,618	50.0%	50.0%	7,467,112	3,733,556	50.0%
Contingency	540,000	-	5,587	534,413	1.0%	1.0%	224,249	70,909	31.6%
subtotal	\$ 10,425,576	\$ -	\$ 4,850,875	\$ 5,574,701	46.5%	46.5%	\$ 8,570,001	\$ 4,148,785	48.4%
Total Expenditures	\$ 63,520,255	\$ 2,291,435	\$ 30,983,355	\$ 30,245,465	52.4%	48.8%	\$ 58,282,657	\$ 29,153,634	50.0%



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CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
For the month ended December 31, 2015

	Current Fiscal Year						Prior Fiscal Year		
	2016 Budget	2016 Encumbrances	2016 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2015 Exp. (Total)	2015 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	\$ 23,485,649	\$ -	\$ 10,955,871	\$ 12,529,778	46.6%	46.6%	\$ 22,469,889	\$ 10,694,780	47.6%
Holiday Leave	1,013,494	-	375,677	637,817	37.1%	37.1%	905,464	376,121	41.5%
Overtime	974,999	-	574,637	400,362	58.9%	58.9%	1,118,654	520,297	46.5%
Group Insurance	7,155,526	-	3,485,307	3,670,219	48.7%	48.7%	6,158,782	3,281,479	53.3%
FICA and Social Security	1,945,279	-	847,519	1,097,760	43.6%	43.6%	1,758,684	827,102	47.0%
Defined Benefit Pension	2,276,470	-	2,276,470	-	100.0%	100.0%	2,176,654	2,176,654	100.0%
401(A) Retirement/Match	1,377,726	-	733,777	643,949	53.3%	53.3%	1,354,743	663,817	49.0%
(2) Other	771,021	-	389,298	381,723	50.5%	50.5%	690,420	340,293	49.3%
subtotal	\$ 39,000,164	\$ -	\$ 19,638,556	\$ 19,361,608	50.4%	50.4%	\$ 36,633,291	\$ 18,880,543	51.5%
Maintenance & Operations:									
Professional Services	\$ 2,172,038	\$ 496,237	\$ 950,691	\$ 725,110	66.6%	43.8%	\$ 1,975,802	\$ 888,462	45.0%
Legal Services	525,000	35,000	327,078	162,922	69.0%	62.3%	608,630	198,767	32.7%
Vehicle Fuel/Maintenance	1,252,300	7,336	433,125	811,840	35.2%	34.6%	1,069,796	547,483	51.2%
Maintenance Contracts	2,215,480	1,082,982	719,293	413,205	81.3%	32.5%	1,921,391	725,602	37.8%
IT Professional Services	1,312,726	297,608	806,863	208,255	84.1%	61.5%	1,183,702	733,516	62.0%
General Supplies	972,975	94,306	490,870	387,799	60.1%	50.5%	989,924	469,618	47.4%
Utilities	2,629,275	-	1,072,082	1,557,193	40.8%	40.8%	2,409,093	1,011,089	42.0%
Other	2,416,147	277,967	1,142,947	995,232	58.8%	47.3%	2,393,697	1,071,456	44.8%
subtotal	\$ 13,495,941	\$ 2,291,435	\$ 5,942,949	\$ 5,261,557	61.0%	44.0%	\$ 12,552,035	\$ 5,645,993	45.0%
Capital:									
OSSI/Fire Truck Leases	\$ 357,676	\$ -	\$ 355,747	\$ 1,929	99.5%	99.5%	\$ 295,926	\$ 295,926	100.0%
Software Leases	183,698	-	183,696	2	100.0%	100.0%	181,877	181,877	100.0%
Other	57,200	-	11,531	45,669	20.2%	20.2%	49,526	509	1.0%
subtotal	\$ 598,574	\$ -	\$ 550,974	\$ 47,600	92.0%	92.0%	\$ 527,329	\$ 478,312	90.7%
General Government:									
Non-Departmental	\$ 45,000	\$ -	\$ 10,000	\$ 35,000	22.2%	22.2%	\$ 45,000	\$ 10,000	22.2%
Insurance Premiums (Risk)	607,000	-	303,500	303,500	50.0%	50.0%	545,000	272,500	50.0%
Gwinnett Tech Bond P&I	290,340	-	60,170	230,170	20.7%	20.7%	288,640	61,820	21.4%
Transfer(s) to other Funds	8,943,236	-	4,471,618	4,471,618	50.0%	50.0%	7,467,112	3,733,556	50.0%
Contingency	540,000	-	5,587	534,413	1.0%	1.0%	224,249	70,909	31.6%
subtotal	\$ 10,425,576	\$ -	\$ 4,850,875	\$ 5,574,701	46.5%	46.5%	\$ 8,570,001	\$ 4,148,785	48.4%
Total Expenditures	\$ 63,520,255	\$ 2,291,435	\$ 30,983,355	\$ 30,245,465	52.4%	48.8%	\$ 58,282,657	\$ 29,153,634	50.0%

Notes:

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



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GRANT FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of December 31, 2015

			Project Snapshot		FY 2016											
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2015 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining						
Account #	Project															
Revenues																
Public Safety																
22031150-331110-	G0029	2013 Electronics Crime Task Force	\$	3,000	\$	3,000	\$	-	\$	-	\$	-				
22031150-331150-	G1301	Bicycle Safety (GOHS 2013)		23,029		23,029		-		-		-				
22031150-331110-	G1404	2014 Electronic Crime Taskforce		1,750		-		1,750		-		1,750				
22031150-371000-	G1407	BAC Pedal Car Walmart 2013		2,500		2,500		-		-		-				
22031150-331110-	G1500	2014 Bulletproof Vest Grant (DOJ)		10,869		-		10,869		10,868		1				
22031150-331110-	C1617	2015 Bulletproof Vest Grant (DOJ)		9,935		-		9,935		1,212		8,723				
	subtotal		\$	51,083	\$	28,529	\$	12,619	\$	9,935	\$	22,554	\$	12,080	\$	10,474
Recreation and Parks																
22061150-371000-	G1105	Camp Happy Hearts	\$	30,145	\$	29,825	\$	320	\$	-	\$	320	\$	20	\$	300
22061150-334150	G1600	Camp Happy Hearts District 1		2,377		-		2,377		2,376		1				
22061150-334150	G1601	Camp Happy Hearts District 2		2,992		-		2,992		2,991		1				
	subtotal		\$	35,514	\$	29,825	\$	5,689	\$	-	\$	5,689	\$	5,387	\$	302
General Government																
22090200-391100	Transfer-In from the General Fund (Match)															
22090200-395000	Carryforward Fund Balance															
	subtotal															
	Total															



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of December 31, 2015

			Project Snapshot		FY 2016							
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2015 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining		
Account #	Project											
Expenditures												
Public Safety												
22031150-531600-	G0029	2013 Electronic Crime Task Force	\$	3,000	\$	2,000	\$	1,000	\$	-	\$	1,000
22031150-531100-	G1301	Bicycle Safety (GOHS 2013)		21,564		21,564		-		(75)		75
22031150-523500-	G1301	Bicycle Safety (GOHS 2013) - Employee Travel		1,090		1,090		-		-		-
22031150-523700-	G1301	Bicycle Safety (GOHS 2013) - Employee Training		450		450		-		-		-
22031150-531600-	G1404	2014 Electronic Crime Taskforce		1,751		1,550		201		-		201
22031150-531600-	G1407	BAC Pedal Car Walmart 2013		2,500		521		1,979		-		1,979
22031150-542100-	G1500	2014 Bulletproof Vest Grant (DOJ)		24,988		23,195		1,793		-		2
22031150-542100	C1617	2015 Bulletproof Vest Grant (DOJ)		19,870		-		-		19,870		14,636
	subtotal		\$	75,214	\$	50,371	\$	4,973	\$	19,870	\$	24,843
								\$		6,950	\$	-
											\$	17,893
Recreation and Parks												
22061150-531100-	G1105	Camp Happy Hearts	\$	37,851	\$	13,299	\$	24,552	\$	-	\$	24,552
22061150-521200-	G1401	Fresh Grant Special Needs		14,349		8,472		5,877		-		5,877
22061150-521200	G1600	Camp Happy Hearts District 1		499		-		499		498		1
22061150-522310	G1600	Camp Happy Hearts District 1		819		-		819		818		1
22061150-522320	G1600	Camp Happy Hearts District 1		995		-		995		994		1
22061150-531100	G1600	Camp Happy Hearts District 1		65		-		65		65		0
22061150-521200	G1601	Camp Happy Hearts District 2		652		-		652		651		1
22061150-522310	G1601	Camp Happy Hearts District 2		955		-		955		954		1
22061150-522320	G1601	Camp Happy Hearts District 2		1,301		-		1,301		1,300		1
22061150-531100	G1601	Camp Happy Hearts District 2		85		-		85		85		0
	subtotal		\$	57,571	\$	21,771	\$	35,800	\$	-	\$	30,433
Non-Allocated												
(1) 22090200-579000	Reserve for City Grant Matches											
	(2) FRESH Grant											
	subtotal											
	Total											

Notes:

- (1) Represents funding available for City matches to City Council approved Grants.
(2) City Council accepted the grant funding. Awaiting award documentation from Grantor. Total Grant = \$21,800 (no local match).



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of December 31, 2015

			Project Snapshot		FY 2016					
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining
Account #	Project									
Revenue										
Public Works										
34041100-331350-	C0005	Encore Pkwy Greenway Connection (Transportation Enhancement)	\$ 780,794	\$ -	\$ 780,794	\$ -	\$ 780,794	\$ -		\$ 780,794
34041100-331351-	C0005	Encore Parkway Greenway Connection (GDOT Grant)	7,600,000	-	-	7,600,000	7,600,000	-		7,600,000
34041100-336001-	C0005	Encore Parkway Greenway Connection (NFCID SRTA)	1,000,000	-	-	1,000,000	1,000,000	-		1,000,000
34041100-336002-	C0005	Encore Parkway Greenway Connection (NFCID)	3,262,757	-	-	3,262,757	3,262,757	-		3,262,757
34041100-334310-	C1219	Milling & Resurfacing (LMIG)	1,253,115	839,179	-	413,936	413,936	413,935		1
34041100-334310-	C1439	SR 400/Old Milton Pkwy Turn Lane (2014 LMIG)	200,000	200,000	-	-	-	-		-
34041100-331350-	C1525	SR9 Operational Improvements	978,228	381,559	596,669	-	596,669	145,763		450,906
34041100-336101-	G1107	LCI Main Street Improvements (MARTA Offset Fund)	1,050,003	445,611	604,392	-	604,392	336,030		268,362
34090200-371000	G1109	Encore Pkwy Improvements (Cousins Properties)	54,469	54,469	-	-	-	-		-
34041100-334310-	C1620	Northwinds Parkway	1,869,353	-	-	1,869,353	1,869,353	1,869,353		-
34041100-331310	G1602	EPA Stormwater Equipment	29,100	-	29,100	-	29,100	-		29,100
		subtotal	\$ 18,077,820	\$ 1,920,819	\$ 2,010,955	\$ 14,146,046	\$ 16,157,001	\$ 2,765,082		\$ 13,391,919
Recreation and Parks										
34061150-331350-	G1217	GA 400 Bicycle Expressway Project	\$ 500,000	\$ -	\$ 500,000	\$ -	500,000	\$ -		\$ 500,000
34061150-331350-	C1539	LWCF Big Creek Drainage Improvement	80,000	-	80,000	-	80,000	1,673		78,328
		subtotal	\$ 580,000	\$ -	\$ 580,000	\$ -	580,000	\$ 1,673		\$ 578,328
General Government										
34090200-391100		Transfer-In from the General Fund (Match)			\$ -	\$ -	-			\$ -
34090200-395000		Carryforward Fund Balance			642,356	-	642,356	-		642,356
		subtotal			\$ 642,356	\$ -	642,356	\$ -		\$ 642,356
		Total			\$ 3,233,311	\$ 14,146,046	\$ 17,379,357	\$ 2,766,755		\$ 14,612,602



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of December 31, 2015

			Project Snapshot		FY 2016						
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining	
Account #	Project										
Expenditures											
Public Works											
34041100-541410-	C0005	Encore Parkway Greenway Connection	\$ 12,643,551	\$ -	\$ 780,794	\$ 11,862,757	\$ 12,643,551	\$ -	\$ 12,643,550	\$ 1	
34041100-541410-	C1219	Milling & Resurfacing (LMIG)	1,253,116	839,180	-	413,936	413,936	-	413,935	1	
34041100-541410-	C1439	SR 400/Old Milton Pkwy Turn Lane (2014 LMIG)	200,001	199,421	580	-	580	-	-	580	
34041100-541410-	C1525	SR9 Operational Improvements	988,228	391,559	596,669	-	596,669	564,775	31,894	0	
34041100-541410-	C1620	Northwinds Parkway	2,119,353	-	-	2,119,353	2,119,353	-	2,119,353	0	
34041100-521200-	G1107	LCI Main Street Improvements (MARTA Offset Fund)	447,401	435,771	11,630	-	11,630	-	-	11,630	
34041100-541420-	G1107	LCI Main Street Improvements	602,386	16,344	586,042	-	586,042	367,956	218,086	0	
34041100-541410-	G1109	Encore Pkwy Improvements (LCI Transportation Implementation)	54,469	-	54,469	-	54,469	-	-	54,469	
34041100-542100	G1602	EPA Stormwater Equipment	52,910	-	52,910	-	52,910	-	-	52,910	
subtotal			\$ 18,361,415	\$ 1,882,275	\$ 2,083,094	\$ 14,396,046	\$ 16,479,140	\$ 932,731	\$ 15,426,818	\$ 119,591	
Recreation and Parks											
34061150-541420-	G1217	GA 400 Bicycle Expressway Project	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	
34061150-541510	C1539	LWCF Big Creek Drainage Improvement	160,000	3,345	156,655	-	156,655	25,190	131,465	-	
subtotal			\$ 660,000	\$ 3,345	\$ 656,655	\$ -	\$ 656,655	\$ 25,190	\$ 131,465	\$ 500,000	
Non-Allocated											
(1) 34090200-579000		Reserve for City Grant Matches			\$ 443,562	\$ (250,000)	\$ 193,562	\$ -	\$ -	\$ 193,562	
	(2)	Downtown Sidewalk Imp (ADA Compliance; 2015-17 CDBG)			-	-	-	-	-	-	
		North Fulton Comprehensive Transportation Plan (contribution)			50,000	-	50,000	-	-	50,000	
subtotal					\$ 493,562	\$ (250,000)	\$ 243,562	\$ -	\$ -	\$ 243,562	
Total					\$ 3,233,311	\$ 14,146,046	\$ 17,379,357	\$ 957,921	\$ 15,558,282	\$ 863,153	

Notes:

(1) Represents funding available for City matches to City Council approved Grants.

(2) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = \$150,000 (\$150,000 in grant funding over 3 year period (2015-2017); no City match).



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CAPITAL PROJECT FUNDS

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of December 31, 2015

			Project Snapshot		FY 2016					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Administration										
30113230-544100-	C1130	Downtown Façade Grant Program	\$ 144,593	\$ 83,550	\$ 11,043	\$ 50,000	\$ 61,043	\$ 750	\$ -	\$ 60,293
30113230-542400-	C1222	Records Management	5,000	-	-	5,000	5,000	-	-	5,000
30113230-544100-	C1300	Economic Development Initiatives	43,159	34,435	4,324	4,400	8,724	7,273	-	1,451
30113230-544200-	C1328	Downtown Banners	15,000	12,161	2,839	-	2,839	-	-	2,839
30113230-544400-	C1404	Website Upgrade	133,001	132,801	200	-	200	-	-	200
30113230-544200-	C1500	Downtown Seasonal Improvements (City Ctr)	25,000	24,494	506	-	506	-	506	0
30113230-544300-	C1501	Alpharetta History Room Design Svcs (City Ctr)	53,500	-	53,500	-	53,500	-	53,000	500
30113230-544100-	C1502	Shop-Local Initiative for Downtown	7,501	4,857	2,644	-	2,644	-	-	2,644
30113230-544200-	C1527	Veterans Memorial	103,920	46,277	48,853	8,790	57,643	27,075	-	30,568
30113230-544100-	C1538	Arts Center Feasibility Study	50,000	22,788	27,212	-	27,212	18,000	1,772	7,440
30113230-544100-	C1600	Downtown Sculpture	90,000	-	15,000	75,000	90,000	-	-	90,000
30113230-571000	C1601	Economic Development Toolkit	75,000	-	-	75,000	75,000	75,000	-	-
30113230-544200	C1614	Senior Citizen History Project	25,000	-	-	25,000	25,000	17,500	7,500	-
30113230-541300	C1618	Convention Center (Design)	1,000,000	38,711	-	961,289	961,289	335,541	625,748	0
30113230-541300	C1619	Convention Center (Consulting)	150,000	-	-	150,000	150,000	31,229	68,771	50,000
30113230-544100-		Economic Development Video Marketing Program	45,600	-	-	45,600	45,600	45,600	-	-
	C1625									
		subtotal	\$ 1,966,274	\$ 400,074	\$ 166,121	\$ 1,400,079	\$ 1,566,200	\$ 557,968	\$ 757,297	\$ 250,935
Finance										
30115150-542400-	C1101	Archive Filing & Scanning	\$ 20,000	\$ 14,191	\$ 5,809	\$ -	\$ 5,809	\$ -	\$ -	\$ 5,809
30115150-542400-	C1102	Finance Software Improvement	94,972	57,735	37,237	-	37,237	5,706	9,856	21,675
30115150-542400-	C1141	Tyler ERP System	805,000	745,671	59,329	-	59,329	3,613	5,000	50,716
		subtotal	\$ 919,972	\$ 817,597	\$ 102,375	\$ -	\$ 102,375	\$ 9,319	\$ 14,856	\$ 78,200



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of December 31, 2015

			Project Snapshot		FY 2016					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Information Technology										
30117400-542400	C0900	Cisco Date Network	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 300,000
30117400-542400-	C0903	Data Center (Test Equip. & Software)	112,381	112,282	99	-	99	-	99	0
30117400-542400-	C1000	GIS Aerial Mapping	50,001	19,128	30,873	-	30,873	-	-	30,873
30117400-542400-	C1103	Network and VOIP	416,401	415,449	952	-	952	-	191	761
30117400-542400-	C1105	Fiber Connectivity Phase I	45,001	37,677	7,324	-	7,324	6,724	600	-
30117400-542400-	C1312	Backup Data Storage Management	290,000	120,000	-	170,000	170,000	-	88,120	81,880
30117400-542400-	C1313	Technology Replacement (recurring)	1,062,364	654,151	108,213	300,000	408,213	133,329	208,111	66,774
30117400-542400-	C1400	PW Data Center Server Replacement	210,001	197,868	12,133	-	12,133	4,348	5,287	2,498
30117400-542100	C1518	PW Data Center Generator/Air Conditioner	125,001	109,326	15,675	-	15,675	12,106	1,080	2,489
30117400-542400	C1519	Wireless Access Point Deployment	30,000	28,096	1,904	-	1,904	-	-	1,904
30117400-542400	C1615	App/Desktop Virtualization	90,000	-	-	90,000	90,000	3,638	65,053	21,309
	subtotal		\$ 2,731,150	\$ 1,693,977	\$ 177,173	\$ 860,000	\$ 1,037,173	\$ 160,144	\$ 368,541	\$ 508,487
Public Safety										
30131150-542200-	C1202	Public Safety Fleet (recurring)	\$ 6,471,463	\$ 5,323,117	\$ 463,346	\$ 685,000	\$ 1,148,346	\$ 556,974	\$ 341,128	\$ 250,244
30131150-542400-	C1205	Security Camera System Expansion	37,060	1,092	35,968	-	35,968	5,463	-	30,505
30131150-541300	C1229	PS Roof Repair/Replacement	44,941	-	-	44,941	44,941	44,941	-	-
30131150-542200	C1241	Fleet - Fire Truck	474,999	-	-	474,999	474,999	474,999	-	-
30131150-542100-	C1315	Cardiac Monitor Replacement	112,000	-	52,000	60,000	112,000	-	-	112,000
30131150-542100	C1401	PS Equipment Replacement	264,470	170,871	4,599	89,000	93,599	36,194	-	57,405
30131150-541300	C1609	PS Headquarters Improvements	221,000	-	-	221,000	221,000	-	-	221,000
30131150-542200	C1623	Taser Lease	234,741	-	-	234,741	234,741	234,741	-	0
	subtotal		\$ 7,860,674	\$ 5,495,080	\$ 555,913	\$ 1,809,681	\$ 2,365,594	\$ 1,353,312	\$ 341,128	\$ 671,154
Public Works										
30141100-541410-	C0005	Encore Parkway Greenway Connection	\$ 450,765	\$ 108,096	\$ 342,669	\$ -	\$ 342,669	\$ -	\$ 338,165	\$ 4,504
30141100-541410-	C0041	Traffic Signal Interconnect	958,596	708,595	198,489	51,512	250,001	-	17,050	232,951
30141100-541200-	C0910	Tree Replacement Fund	597,031	326,098	270,933	-	270,933	-	7,980	262,953
30141100-541200-	C1008	Cemetery Authority - Maintenance	521,498	112,607	408,891	-	408,891	4,215	5,906	398,771
30141100-541410-	C1207	Bridge Maintenance (recurring)	1,084,989	950,994	133,995	-	133,995	-	-	133,995
30141100-541410-	C1208	Mast Arm Maintenance (recurring)	463,558	445,174	18,384	-	18,384	-	-	18,384
30141100-541410-	C1215	Striping & Signage (recurring)	1,736,135	1,441,727	119,408	175,000	294,408	85,486	16,722	192,200
		Storm/Drainage Repair & Maintenance (recurring)								
30141100-541430-	C1216		1,022,034	612,097	89,077	320,860	409,937	181,422	30,062	198,454
		Traffic Calming Equipment/Intersection Safety Improvements (recurring)								
30141100-541410-	C1217		480,165	435,003	10,162	35,000	45,162	958	-	44,204



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Account #	Project	Project Snapshot		FY 2016					Funds Available
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	
30141100-541410-	C1218 Traffic Signal System Maintenance (recurring)	253,108	205,608	12,500	35,000	47,500	3,467	26,281	17,752
30141100-541410-	C1219 Milling & Resurfacing (recurring)	12,311,900	10,702,786	109,114	1,500,000	1,609,114	186	1,600,322	8,606
30141100-541410-	C1220 Traffic Control Equipment (recurring)	1,414,000	1,267,730	71,270	75,000	146,270	37,196	-	109,074
30141100-541410-	C1221 Design Services (recurring)	681,119	545,826	25,293	110,000	135,293	67,051	18,275	49,967
30141100-542200	C1223 Fleet Replacement	237,001	32,620	89,381	115,000	204,381	14,057	185,231	5,093
30141100-541200-	C1302 Tree Planting & Landscaping Improvements (recurring)	400,000	264,783	35,217	100,000	135,217	286	21,577	113,354
30141100-541430	C1308 Pipe/Storm Structure Replacement	750,000	-	-	750,000	750,000	21,871	-	728,129
30141100-541200-	C1311 Downtown Improvements	115,001	64,878	15,123	35,000	50,123	-	-	50,123
30141100-541410-	C1324 Charlotte Drive @ Rucker Rd Intersection Improvements	25,000	-	25,000	-	25,000	-	-	25,000
30141100-541420-	C1325 Rucker Rd Sidewalk Improvements	50,000	-	50,000	-	50,000	-	-	50,000
30141100-542400-	C1334 CityWorks Software	508,570	492,191	16,379	-	16,379	10,189	6,190	0
30141100-541410-	C1407 Minor Intersection Upgrades	112,168	24,791	87,377	-	87,377	-	17,528	69,849
30141100-541200-	C1408 Haynes Bridge Road Landscaping	142,762	136,404	6,358	-	6,358	-	1,139	5,219
30141100-541410-	C1409 Old Milton Parkway Right Turn Lane	62,672	60,972	1,700	-	1,700	-	-	1,700
30141100-541410-	C1410 Rucker Road Corridor Design	500,001	450,676	49,325	-	49,325	-	12,035	37,290
30141100-541430-	C1416 Clairborne Drive Culvert Design	52,762	41,033	11,729	-	11,729	-	11,729	0
30141100-541300-	C1428 City Center Construction	2,455,225	2,447,913	7,312	-	7,312	-	-	7,312
30141100-541420-	C1442 Main St. Improvements	87,565	34,104	53,461	-	53,461	26,400	27,060	1
30141100-541420-	C1443 Avalon Pedestrian Poles	255,515	315	255,200	-	255,200	255,200	-	-
30141100-541410-	C1444 Davis Drive Extension (Design)	93,800	33,630	60,170	-	60,170	6,810	53,360	-
30141100-541430-	C1503 Stormwater Studies/Design	500,000	144,064	155,936	200,000	355,936	36,272	141,200	178,464
30141100-541410-	C1504 Broadwell@Rucker Intersection Imp.	126,564	21,769	104,795	-	104,795	104,795	-	-
30141100-541410-	C1507 Rucker Rd Corridor Improvements (ROW)	50,000	19,100	30,900	-	30,900	-	-	30,900
30141100-541420-	C1512 Sidewalk Improvements	1,000,000	-	687,000	313,000	1,000,000	52,660	31,194	916,147
30141100-541430-	C1513 Stormwater Inventory & GIS Update	449,999	140,614	309,385	-	309,385	95,541	213,844	-
30141100-541410-	C1525 SR9 Operational Improvements	220,971	201,657	19,314	-	19,314	-	19,314	0
30141100-541410-	C1533 Main St. Watermain (Fulton County)	176,534	63,047	113,487	-	113,487	5,590	107,896	1
30141100-541410-	C1536 Old Roswell/Jones Alley Improvement	298,985	26,909	272,076	-	272,076	272,076	-	0
30141100-541300-	C1537 City Center Bandstand	251,566	-	-	251,566	251,566	-	251,566	-
30141100-541430-	C1604 Stormwater Inspections	100,000	-	-	100,000	100,000	286	83,420	16,294
30141100-542100-	C1605 Variable Message Boards	51,624	-	-	51,624	51,624	51,624	-	-
30141100-541410-	C1606 Major Intersection Improvements	250,000	-	-	250,000	250,000	14,335	-	235,665
30141100-541410-	C1607 Signal @ Westside (Fiserv)	250,000	-	-	250,000	250,000	-	-	250,000
30141100-542100-	C1608 Lowboy Trailer	60,000	-	-	60,000	60,000	27,820	-	32,180



CITY OF ALPHARETTA
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Account #	Project	Project Snapshot		FY 2016					Funds Available
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	
30141100-541430-	C1616 Stormwater Ordinance	100,000	-	-	100,000	100,000	257	80,000	19,743
30141100-541410-	C1620 Northwinds Parkway	609,315	-	-	609,315	609,315	92,021	517,144	150
	subtotal	\$ 32,318,497	\$ 22,563,811	\$ 4,266,810	\$ 5,487,877	\$ 9,754,687	\$ 1,468,069	\$ 3,842,189	\$ 4,444,429
Recreation and Parks									
30161150-541500	C1221 Design Services	\$ 52,501	\$ 24,140	\$ 3,361	\$ 25,000	\$ 28,361	\$ 3,143	\$ -	\$ 25,218
30161150-541500-	C1225 Athletic Scoreboards (maint/replacement)	183,131	108,299	54,832	20,000	74,832	28,844	28,844	17,144
30161150-541300-	C1229 Rec & Parks Building Re-Roof	643,469	459,573	896	183,000	183,896	165,617	18,279	-
30161150-542200-	C1232 Recreation/Parks Fleet (recurring)	341,808	156,057	25,751	160,000	185,751	-	82,268	103,483
30161150-541430-	C1316 Miracle Field Drainage	150,000	-	-	150,000	150,000	300	-	149,700
30161150-541510-	C1327 Greenway (AMLI Developer Contribution)	10,001	4,327	5,674	-	5,674	-	-	5,674
30161150-541200-	C1332 Milton Center Field Re-Sod	20,000	6,900	13,100	-	13,100	-	-	13,100
30161150-542100-	C1402 Rec/Parks Equipment Replacement	268,001	193,371	1,630	73,000	74,630	25,650	-	48,980
30161150-541430-	C1422 Webb Bridge Park Erosion & Repaving	596,797	253,654	148,143	195,000	343,143	143,257	137,113	62,773
30161150-541500-	C1424 Wills Park Pool Design	40,451	28,300	12,151	-	12,151	-	-	12,151
	Wills Park Drainage & Water Quality								
30161150-541430-	C1521 Improvement	50,000	64	49,936	-	49,936	48,000	1,800	136
30161150-541500-	C1524 Adaptive Playground Equipment	28,501	20,422	8,079	-	8,079	-	-	8,079
30161150-541430	C1539 LWC Big Creek Drainage Improvement	20,223	-	-	20,223	20,223	-	20,222	1
30161150-541500-	C1611 Library @ Mayfield	50,000	-	-	50,000	50,000	143	-	49,857
30161150-541500-	C1612 Park Signage	55,000	-	-	55,000	55,000	-	-	55,000
30161150-541500-	C1613 Wills Park Batting Pavilion	25,000	-	-	25,000	25,000	3,000	3,500	18,500
30161150-541500-	C1624 North Park Batting Cages	38,644	-	-	38,644	38,644	38,644	-	-
	subtotal	\$ 2,534,881	\$ 1,255,105	\$ 323,553	\$ 994,867	\$ 1,318,420	\$ 456,598	\$ 292,026	\$ 569,795
Community Development									
30174150-544100-	C0019 Downtown Parking Fund	\$ 263,250	\$ 119,000	\$ 144,250	\$ -	\$ 144,250	\$ -	\$ -	\$ 144,250
30174150-542400	C1222 Records Management	50,000	4,989	45,011	-	45,011	1,699	13,300	30,012
30174150-544100-	C1406 Downtown Master Plan	317,700	314,400	3,300	-	3,300	2,000	-	1,300
30174150-542200-	C1433 Fleet Replacement	95,001	44,465	536	50,000	50,536	41,148	-	9,388
30174150-541410	C1602 Lilly Garden Terrace	40,000	-	-	40,000	40,000	-	39,020	980
30174150-541410	C1603 Design Services	50,000	-	-	50,000	50,000	2,565	12,435	35,000
	subtotal	\$ 815,951	\$ 482,854	\$ 193,097	\$ 140,000	\$ 333,097	\$ 47,413	\$ 64,755	\$ 220,929



CITY OF ALPHARETTA
 Financial Management Reports
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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of December 31, 2015

			Project Snapshot		FY 2016					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Alpharetta Business Community Sidewalk Projects										
30176100-541420-	C0005	Encore Parkway Sidewalk	\$ 1,705,000	\$ -	\$ 1,705,000	\$ -	\$ 1,705,000	\$ -	\$ 1,650,682	\$ 54,318
30176100-541510-	C0039	Greenway Phase III	1,452,618	1,422,573	30,045	-	30,045	-	-	30,045
30176100-541420-	C1240	GA 400 Bicycle Expressway Project	129,943	73,332	56,611	-	56,611	-	56,610	1
30176100-541420-	C1322	North Point Pkwy Sidewalk (Old Milton Pkwy)	220,151	189,603	30,548	-	30,548	-	-	30,548
30176100-541420-	C1435	Maxwell Rd. Sidewalk	375,001	268,395	106,606	-	106,606	65,467	15,963	25,176
30176100-541420-	C1442	Main St. Improvements	1,789,379	842,229	947,150	-	947,150	551,557	395,591	2
		subtotal	\$ 5,672,091	\$ 2,796,131	\$ 2,875,960	\$ -	\$ 2,875,960	\$ 617,024	\$ 2,118,847	\$ 140,089
Non-Departmental										
30190200-579000		Non-Allocated			\$ -	\$ 1,032,823	\$ 1,032,823	\$ -	\$ -	\$ 1,032,823
		subtotal			\$ -	\$ 1,032,823	\$ 1,032,823	\$ -	\$ -	\$ 1,032,823
		Total	\$ 54,819,490	\$ 35,504,628	\$ 8,661,002	\$ 11,725,327	\$ 20,386,329	\$ 4,669,848	\$ 7,799,638	\$ 7,916,842



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
City Center Capital Project Fund Detail (Fund 315; life-to-date for all projects)
 As of December 31, 2015

Account #	Project	Project Snapshot		FY 2016					
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Public Works									
31541100-541300-C1247	City Center	\$ 5,898	\$ 5,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31541100-541300-C1249	City Center Master Planning	1,692,781	1,691,018	1,763	-	1,763	1,762	-	1
31541100-541300-C1250	City Center Construction Manager @ Risk	44,634	44,634	-	-	-	-	-	-
31541100-541300-C1251	City Center Geotechnical Services	243,461	243,461	-	-	-	-	-	-
31541100-541300-C1252	City Center Civil Engineering Services	190,969	190,969	-	-	-	-	-	-
31541100-541300-C1253	City Center Project Management	802,746	802,746	-	-	-	-	-	-
31541100-541300-C1326	Underground Storage Tank Removal	108,257	108,257	-	-	-	-	-	-
31541100-541300-C1333	City Center Site Work GMP	2,834,905	2,834,905	-	-	-	-	-	-
31541100-541300-C1427	City Center Footings & Foundation	1,450,695	1,450,695	-	-	-	-	-	-
31541100-541300-C1428	City Center Construction	20,682,296	20,682,295	1	-	1	-	-	1
31541100-542100-C1432	City Center FF&E	681,980	681,980	-	-	-	-	-	-
31541100-579000-C1437	City Center Contingency (owners)	43,451	5,670	37,781	-	37,781	-	-	37,781
31541100-541300-C1438	City Center Contingency (uncommitted)	-	-	-	-	-	-	-	-
31541100-542400-C1440	City Center (IT)	189,743	189,743	-	-	-	-	-	-
31541100-542400-C1529	City Center Pedestrian Lighting	341,764	341,764	-	-	-	-	-	-
31541100-541300-C1530	City Center Parking	51,121	51,121	-	-	-	-	-	-
31541100-541300-C1537	City Center Bandstand	103,934	12,500	5,000	86,434	91,434	14,000	77,434	-
31541100-541300-C1621	City Center Garden Drainage	68,206	-	-	68,206	68,206	68,206	-	0
31541100-541500-C1622	Veterans Memorial Pedestal	45,162	-	-	45,162	45,162	45,162	-	-
	Total	\$ 29,582,003	\$ 29,337,656	\$ 44,545	\$ 199,802	\$ 244,347	\$ 129,130	\$ 77,434	\$ 37,783



OTHER REPORTS

Payments \$5,000 and Greater



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended December 31, 2015

Vendor	Description	Department	\$ Amount
A Delightful Biteful LLC	12/9/15 Employee Luncheon	Human Resources	\$ 11,100.00
A3 Communications Inc.	Aerohive Material	Information Technology	\$ 27,759.84
Ace American Insurance Company	Monthly Workers Comp Invoice	Risk Management	\$ 9,735.36
AECOM Technical Services Inc.	Rucker Bridge Design and Webb Bridge Design Reports	Public Works	\$ 27,800.00
AFLAC	November 2015 Premiums	Finance	\$ 10,437.51
Alpharetta Convention & Visitors Bureau	Hotel/Motel Tax for November 2015	Finance	\$ 235,683.32
Alpharetta Technology Commission Inc.	January 2016 ATC CEO Pay	Development Authority	\$ 7,500.00
American Facility Services Inc.	November 2015 Janitorial Services	Various	\$ 8,694.42
Ashley Banan	December 2015 Team Gymnastics	Recreation & Parks	\$ 5,846.64
Astra Group Inc.	City Center Bandstand Design	Public Works	\$ 8,550.00
AT&T	November 2015 GLS	Information Technology	\$ 6,612.60
AT&T E911 Cost Recovery	September 2015 E911 Recurring Cost	Public Safety	\$ 9,817.50
AT&T/Bellsouth @ 85 Annex	December 2015 Voice and Data	Information Technology	\$ 9,148.58
AT&T/Bellsouth @ 85 Annex	Phone Services - 12/11/15 thru 1/10/16	Public Safety	\$ 24,287.08
Atlanta Business Chronicle	Full Page Ad	City Administration	\$ 8,250.00
Atlanta Hawks LP	Junior Hawks Program Uniforms	Recreation & Parks	\$ 19,974.00
Avalon Hotel Associates LLC	Alpharetta Conference Center & Hotel Avalon Funding	City Administration	\$ 87,322.78
B&T Shavings Inc.	Premium Flake Bedding	Recreation & Parks	\$ 5,460.00
B&T Shavings Inc.	Premium Flake Bedding	Recreation & Parks	\$ 5,460.00
Bovis Kyle & Burch LLC	Professional Services thru 11/25/15 & Condemnation of Parcel 9	Legal Services	\$ 66,053.87
Bre Coh GA LLC	Tax Refund	Finance	\$ 9,664.89
CH Johnson Consulting Inc.	Performing Arts Center Feasibility Study	City Administration	\$ 8,000.00
Championship Fields LLC	Line Pump Concrete	Recreation & Parks	\$ 13,631.33
Cigna premiums (wire)	Monthly Premiums	Finance	\$ 32,948.32
Cigna premiums (wire)	Monthly Premiums	Finance	\$ 34,311.60
Cigna premiums (wire)	Monthly Premiums	Finance	\$ 112,554.39
CMES Inc.	SR9 @ Vaughn Rd and Supplemental Agreement	Public Works	\$ 425,903.40
Comfort By Design	HVAC Maintenance	Public Works	\$ 6,120.02
Comfort By Design	HVAC Maintenance	Public Works	\$ 5,891.09
Curb-Tech Inc.	Academy Street Sidewalk Improvements	Public Works	\$ 24,715.00
Data Media Associates Inc.	Sanitation Statements	Finance	\$ 8,495.07



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended December 31, 2015

Vendor	Description	Department	\$ Amount
Data Media Associates Inc.	Utility and Sanitation Bill Statements	Finance	\$ 6,957.44
David Eristavi	Soccer Coaching	Recreation & Parks	\$ 10,213.34
Dell Marketing LP	Computer/Laptop Refresh	Information Technology	\$ 75,250.00
Electro-Mech Scoreboard Co	Athletic Scoreboard	Recreation & Parks	\$ 28,844.20
Fiserv Grant (wire)	Payment	Finance	\$ 1,125,000.00
Fulton County Board of Commissioners	November 2015 State Reports	Municipal Court	\$ 9,236.00
Fulton County Board of Education	November 2015 Fuel Bill	Finance	\$ 28,034.79
Fulton County-Dept. of Finance	Water Bills	Finance	\$ 7,218.60
Gallagher Bassett Services Inc.	Auto Liability Claim	Risk Management	\$ 6,814.79
Gallagher Bassett Services Inc.	Auto Liability Claim	Risk Management	\$ 10,000.00
Gallagher Bassett Services Inc.	Auto Liability Claim	Risk Management	\$ 10,000.00
Garland/DBS Inc.	Roof/Roof Repairs - Multiple Buildings	Various	\$ 210,558.40
Georgia Bureau of Investigation	November 2015 Alcohol/Liquor Licenses, Pistol Permits and Georgia Check	Public Safety	\$ 12,561.75
Georgia Development Partners	SR9 Roadway and Streetscape Improvement	Public Works	\$ 148,586.06
Georgia Municipal Assn	Annual Telecommunication Management	City Administration	\$ 9,000.00
Georgia Power Co	Power Bill	Finance	\$ 144,825.64
Georgia Superior Court Clerks	November 2015 State Reports	Municipal Courts	\$ 40,354.76
Greater North Fulton	2016 Membership Dues	City Administration	\$ 5,000.00
Hardy Chevrolet Inc.	2016 Impala Vehicles	Public Safety	\$ 63,409.92
Hardy Chevrolet Inc.	2016 Impala Vehicles	Public Safety	\$ 211,366.40
Integrated Science & Engineering Inc.	Stormwater Inventory & GIS Update	Public Works	\$ 50,555.83
Jeff Wagner	Reimbursement for Police Academy	Public Safety	\$ 6,788.92
Landair Surveying Co	Public Safety Complex	Public Works	\$ 11,435.00
LD Gymnastics Inc.	Payment 1 of 5 Winter Gymnastics	Recreation & Parks	\$ 6,407.24
Mass Services Inc.	November 2015 Stall Cleaning	Recreation & Parks	\$ 14,629.10
Mauldin & Jenkins LLC	Audit Year End 6/30/15	Finance	\$ 8,000.00
Peace Officers Annuity & Benefit Fund of GA	November 2015 State Reports	Municipal Courts	\$ 9,103.25
Peek Pavement Marking LLC	Pavement Marking Services	Public Works	\$ 15,114.00
Piper O'Brien Herr Architects	City of Alpharetta Police Programming	Public Safety	\$ 9,875.00
Progress Partners	Economic Development Services	City Administration	\$ 12,500.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended December 31, 2015

Vendor	Description	Department	\$ Amount
Reinhardt University	Employee Training	Public Safety	\$ 12,570.00
Republic Services #800	November and December 2015 Waste Services	Finance	\$ 6,613.79
Republic Services #800	November and December 2015 Waste Management Services	Finance	\$ 251,933.79
Ruppert Landscape	November 2015 Landscape Management	Public Works	\$ 24,393.58
Russell Landscape Georgia LLC	SR400 @ 4 Interchanges	Public Works	\$ 10,950.00
Sawnee Electric Membership Corp	Power Bills	Finance	\$ 30,571.75
SunTrust Pcard	Procurement Card	Finance	\$ 117,589.36
Team Chevrolet at North Point	Vehicle Maintenance and Repairs	Public Safety	\$ 8,011.94
Team Chevrolet at North Point	Vehicle Maintenance and Repairs	Public Safety	\$ 5,538.42
Tri Scapes Inc.	November 2015 Lawn and Ground Maintenance	Recreation & Parks	\$ 70,445.59
Tri Scapes Inc.	Upper Parking Lot Bioretention	Recreation & Parks	\$ 71,534.56
Utility Asset Management Inc.	Chesley Lane and Mayfield Rd - Pipe Lining Project	Public Works	\$ 21,592.00
Veristor Systems Inc.	Cloud Backup 10/26 - 11/25/15	Information Technology	\$ 5,010.50
Wade Ford Inc.	2016 Ford Explorer	Public Works	\$ 28,687.00
Wazi Auto Body LLC	Labor and Supplies	Public Safety	\$ 5,140.80



OTHER REPORTS

Purchase Orders between
\$5,000 and \$50,000



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended December 31, 2015

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
16000293	A3 Communications Inc.	Information Technologies	\$ 27,759.84	Wireless access point hardware
16000295	A Delightful Biteful LLC	Human Resources	\$ 11,100.00	Catering for employee holiday luncheon
16000296	CMES Inc.	Public Works	\$ 6,891.81	Demolish existing concrete and install a new driveway for access to SR9
16000297	Brooks-Berry-Haynie & Associates Inc.	Public Works	\$ 5,200.00	Signal system loop repairs
16000298	Curb-Tech Inc.	Public Works	\$ 10,783.50	Marietta Street sidewalk improvement project
16000299	EBids Systems	Finance	\$ 9,500.00	Competitive procurement software, including contract tracking functionality
16000300	Southeaster Security Professionals LLC	Public Works	\$ 17,528.00	(50) traffic camera software licenses and storage server
16000301	Applied Concepts	Public Safety	\$ 40,257.00	(12) Radars and (7) lasers
16000302	Reinhardt University	Public Safety	\$ 12,570.00	Police Academy tuition for (2) students
16000303	GT Distributors of Georgia Inc.	Public Safety	\$ 6,715.00	(17) Rifle sights
16000308	Garland/DBS Inc.	Public Safety	\$ 7,481.00	Fire station 1-4 masonry wall waterproofing
16000309	Atlanta Hawks LP	Recreation & Parks	\$ 19,974.00	Jr Hawks program, including jerseys & shorts
16000310	Motorcycles of Atlanta	Public Safety	\$ 7,335.51	Repairs to (2) motorcycles
16000311	Electro-Mech Scoreboard Co	Recreation & Parks	\$ 28,844.20	(2) Scoreboard replacements for Wills Park (Fields C & D)



OTHER REPORTS

Bid/RFP Status



CITY OF ALPHARETTA
Financial Management Reports
Bid/RFP Status
for the month ended December 31, 2015

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	14-116	Administration	City Center Out-Parcels, Master Developer	8/28/2014	3	8/10/2015	MidCity Real Estate Partners; Morris & Fellows; South City Partners; Hedgewood Homes	N/A	1	n/a	n/a
15-011		Public Works	Encore Parkway Streetscapes & Big Creek Grnwy Ext. (P.I. No. 0010241 & 0010339)	7/23/2015	3	11/16/2015	C.W. Matthews Contracting Co., Inc.	\$ 14,632,396.94		12/29/2015	16000312
15-013		Public Works	Webb Bridge Park Water Quality Pond	5/28/2012	4	8/10/2015	Tri Scapes, Inc.	\$ 238,443.27		9/30/2015	16000213
15-015		Public Works	Big Creek Greenway Drainage Improvement	6/18/2015	4	8/24/2015	Tri Scapes, Inc.	\$ 176,877.08		9/29/2015	16000208
	15-110	Recreation and Parks	On-Call Electrical Services for City Parks	7/9/2015	1	8/10/2015	Meer Electric, Inc.	5-year, on-call services			
15-016		Public Works	Northwinds Phase 1	7/23/2015	2	8/17/2015	CMES, Inc.	\$ 2,611,526.75		9/30/2015	16000212
16-001		Public Works	FY 2016 Milling and Resurfacing	8/20/2015	6	9/8/2015	Northwest Georgia Paving, Inc.	\$ 2,009,757.10		11/2/2015	16000260
	16-101	Recreation and Parks	Mayfield Arts Center Design, Phase 1	7/22/2015	7	12/14/2015	Houser Walker Architecture	\$ 36,500.00	2		
	16-102	Administration	Professional Exhibit Design Services for City's History Room	7/15/2015	3	8/10/2015	Malone Design/Fabrication	\$ 53,500.00		10/2/2015	16000216
16-002		Information Technology	Annual CISCO SmartNet Maintenance	8/13/2015	1	8/24/2015	Presidio	\$ 34,894.06		8/25/2015	16000150
	16-1001 RFQ	Public Works	MS4 Inventory Inspections	8/6/2015	10	8/27/2015	Shortlisted 4 Bidders for ITB 16-003	n/a			
	16-1002 RFQ	Public Works	Watershed Improvement Plan - Long Indian Creek	8/20/2015	5	8/27/2015	Shortlisted 3 Offerors for RFP 16-104	n/a			
	16-1003 RFQ	Public Works	Stormwater Ordinance Revision	8/20/2015	7	8/27/2015	Shortlisted 4 Offerors for RFP 16-103	n/a			
	16-1004 RFQ	Recreation and Parks	City Center Bandstand Design - Build	9/3/2015	3	9/4/2015	Shortlisted 2 Offerors for RFP 16-105	n/a			
	16-103 RFP	Public Works	Stormwater Ordinance Revision	9/9/2015	4	10/5/2015	Tetra Tech, Inc.	\$ 80,000.00		10/26/2015	16000249
	16-104 RFP	Public Works	Watershed Improvement Plan - Long Indian Creek	9/9/2015	3	10/5/2015	Dewberry Consultants, LLC	\$ 131,000.00		10/26/2015	16000250
16-003		Public Works	MS4 Inventory Inspections	9/9/2015	4	10/5/2015	Sustainable Water Planning and Engineering	\$ 83,420.00		10/28/2015	16000256
16-004		Recreation and Parks	Pine Shavings for City's Equestrian Center Stalls	9/17/2015	1	10/5/2015	B&T Greentree Brand Bedding	\$3.90/Bale			
	16-105 RFP	Recreation and Parks	City Center Bandstand Design - Build	9/17/2015	2	10/19/2015	Astra Group	\$ 338,000.00		11/11/2015	16000274
	16-1005 RFQ	Public Works	Annual Tree Planting and Landscape Maintenance	10/15/2015	6	10/20/2015	Shortlisted 3 Bidders for ITB 16-007	n/a			



CITY OF ALPHARETTA
 Financial Management Reports
Bid/RFP Status
 for the month ended December 31, 2015

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	16-106 RFP	Public Safety	911 Phone System	11/12/2015	5						
16-005		Public Works	Mayfield Road Sidewalk Improvements: Colony Drive to Mayfield Manor Drive	11/12/2015	7	1/4/2016	CMES, Inc.	\$ 449,849.00			
16-007		Public Works	FY2016 Annual Tree Planting and Landscape Improvements	11/12/2015	3	12/14/2015	Landscape Studio Group	\$ 117,609.40	3		
16-006		Public Works	Miracle Field Drainage Improvements	12/10/2015	6						
	16-1006 RFQ	Administration	Development of Old Milton Parkway Properties	1/21/2016	0						
16-008		Public Works	Storm Pipe Lining	1/14/2016	6						
16-009		Public Works	Burnett Way Storm Pipe Repairs	1/14/2016	5						

Notes:

- 1 Sale of City Center Out Parcels to MidCity Real Estate Partners
- 2 Award amount below threshold for City Council approval
- 3 Also approved purchase of Tree Grates from Ironsmith totaling \$68,848.00, to be installed by Georgia Development Partners (SR 9 Streetscape Improvements contractor)



OTHER REPORTS

GAAP Financial Statements

**City of Alpharetta
Balance Sheet
Governmental Funds
December 31, 2015**

	Major Governmental Funds				Non-Major	Total
	General	Capital	Capital	City Center	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Funds	Funds
ASSETS						
Cash / Cash Equivalents / Investments	\$ 31,912,729	\$ 7,515,579	\$ 2,493,377	\$ 116,547	\$ 8,658,373	\$ 50,696,605
Receivables (net of allowance for uncollectibles)						
Taxes Receivable						-
Property Taxes	830,523	-		-	117,988	948,511
Other Taxes	-	-		-	-	-
Interest	-	-		-	-	-
Accounts	1,134,008	38,611	444,836	-	14,214	1,631,669
Due from Other Funds	286,064	-	-	-	-	286,064
Prepaid Items	-	-		-	-	-
Cash - Restricted	-	-		-	-	-
Intergovernmental Receivable	-	-		-	-	-
Restricted	-	-		-	-	-
Total Assets	34,163,325	7,554,190	2,938,212	116,547	8,790,575	53,562,848
LIABILITIES AND FUND BALANCES						
Liabilities						
Current						
Accounts Payable	2,050,190	400	-	-	2,436	2,053,026
Retainage Payable	-	234,898	40,949	31,139	-	306,986
Intergovernmental Payable			-	-	-	-
Arbitrage Payable	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-		-	-	-
Claims Payable	-	-		-	-	-
Payroll Payable	66,986	-		-	5,957	72,943
Due to Other Funds	-	-	-	-	64	64
Deferred Revenue	897,219	5,031	447,031	-	132,296	1,481,578
Unearned Revenue	-	-		-	-	-
Teen Driving/Donation	-	-		-	-	-
T.A.D Payment to County	-	-		-	-	-
Compensated Absences	-	-		-	-	-
Non-Current						
Unclaimed Property	-	-		-	-	-
Claims Payable	-	-		-	-	-
Total Liabilities	3,014,395	240,329	487,980	31,139	140,754	3,914,596
Fund Balances:						
Restricted for:						
Capital Projects	-	438,553	2,450,232	85,408	2,129,016	5,103,210
Law Enforcement	-	-		-	1,904,239	1,904,239
Emergency Telephone Activities	-	-		-	903,047	903,047
Grant Projects	-	-		-	-	-
Debt Service	-	-		-	3,451,277	3,451,277
Promotion of Tourism	-	-		-	206,887	206,887
Assigned for:						
Grant Projects	-			-	55,355	55,355
Capital Projects		6,875,308				6,875,308
2016 Fiscal year Expenditures	5,036,209	-		-	-	5,036,209
Unassigned	26,112,720			-	-	26,112,720
Total Fund Balances	31,148,929	7,313,861	2,450,232	85,408	8,649,821	49,648,254
Total Liabilities and Fund Balances	\$ 34,163,325	\$ 7,554,190	\$ 2,938,212	\$ 116,547	\$ 8,790,575	\$ 53,562,848

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended December 31, 2015

	Major Governmental Funds				Non-Major Governmental Funds	Total Governmental Funds
	General Fund	Capital Project Fund	Capital Grant Fund	City Ctr Fund Fund		
REVENUES						
Taxes:						
Property Tax	\$ 20,006,795	-		-	2,434,294	\$ 22,441,089
Local Option Sales Tax	6,271,437	-		-	3,376,705	9,648,142
Other Taxes	6,053,144	-		-	1,183,020	7,236,164
Licenses and permits	1,292,669	-		-	562,015	1,854,685
Intergovernmental	460,916	264,824	2,766,755	-	123,023	3,615,517
Charges for services	2,240,102	-		-	17,447	2,257,548
Impact Fees	-	-		-	20	20
Fines/Forfeitures	1,113,245	-		-	4,111	1,117,355
Investment earnings	13,007	7,227	(958)	379	-	19,655
Contributions and Donations	-	85,973	-	-	-	85,973
Other	78,370	150,489		-	-	228,859
Total revenues	37,529,685	508,513	2,765,797	379	7,700,634	48,505,008
EXPENDITURES						
Current:						
Unallocated	-				1,281,274	1,281,274
General government	4,672,306	727,431		-	17,055	5,416,792
Public safety	12,798,102	1,353,312	-	-	2,633,246	16,784,661
Public works	3,563,100	1,468,069	932,731	129,130	-	6,093,030
Economic and community development	1,142,559	47,413		-	-	1,189,972
Alpharetta Business Community	-	617,024		-	-	617,024
Culture and recreation	3,956,413	456,598	25,190	-	5,367	4,443,568
Debt service:						-
Principal	-	-		-	105,600	105,600
Interest	60,170	-		-	665,821	725,991
Other Costs	319,087	-		-	-	319,087
Bond issuance costs	-	-		-	-	-
Capital outlay				-	-	-
Total expenditures	26,511,737	4,669,848	957,921	129,130	4,708,364	36,976,999
Excess (deficiency) of revenues over (under) expenditures	11,017,947	(4,161,336)	1,807,875	(128,751)	2,992,270	11,528,009
OTHER FINANCING SOURCES (USES)						
Transfers in	946,133	4,471,618		-	-	5,417,751
Transfers out	(4,471,618)	-		-	(946,133)	(5,417,751)
Loan Proceeds	-			-	-	-
Capital Leases	-	475,002		-	-	475,002
Sale of capital assets	44,313	-		-	-	44,313
Sale of non-capital assets	26,086	-		-	-	26,086
Insurance Proceeds	-	-		-	-	-
Bond Proceeds	-	-		-	-	-
Total other financing sources and (uses)	(3,455,086)	4,946,620	-	-	(946,133)	545,401
Net change in fund balances	7,562,861	785,284	1,807,875	(128,751)	2,046,137	12,073,410
Fund balances - beginning	23,586,067	6,528,577	642,357	214,159	6,603,684	37,574,844
Fund balances - ending	\$ 31,148,929	\$ 7,313,861	\$ 2,450,232	\$ 85,408	\$ 8,649,821	\$ 49,648,254

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	\$ 19,049,500	\$ 20,006,795	\$ 957,295
Local Option Sales Tax	14,700,000	6,271,437	(8,428,563)
Other Taxes	14,529,500	6,053,144	(8,476,356)
Licenses and Permits	1,493,550	1,292,669	(200,881)
Intergovernmental	380,000	460,916	80,916
Charges for Service	3,463,500	2,240,102	(1,223,398)
Fines/Forfeitures	2,779,000	1,113,245	(1,665,755)
Investment Earnings	50,000	13,007	(36,993)
Contributions and Donations	-	-	-
Other	198,996	78,370	(120,626)
Total revenues	56,644,046	37,529,685	(19,114,361)
EXPENDITURES			
Current:			
General government			
City Administration	2,056,082	1,000,792	1,055,290
Finance	3,160,975	1,840,430	1,320,545
Human Resources	395,114	212,344	182,770
Legal	525,000	362,078	162,922
Mayor and Council	350,069	163,946	186,123
Municipal Court	1,052,500	605,232	447,268
Information Technology	1,523,355	793,652	729,703
Non-Departmental	652,000	313,500	338,500
Contingency	540,000	5,587	534,413
Total general government	10,255,095	5,297,562	4,957,533
Public Safety	25,385,562	13,610,168	11,775,394
Public works	7,941,386	4,003,043	3,938,343
Economic and community development	2,391,485	1,189,005	1,202,480
Culture and recreation	8,313,151	4,643,223	3,669,928
Debt Service			
Principal	170,000	-	170,000
Interest	120,340	60,170	60,170
Total expenditures	54,577,019	28,803,171	25,773,848
Excess (Deficiency) of revenues over expenditures	2,067,027	8,726,515	6,659,488
OTHER FINANCING SOURCES (USES)			
Transfers in	1,780,000	946,133	(833,867)
Transfers out	(8,943,236)	(4,471,618)	4,471,618
Capital leases	-	-	-
Sale of capital assets	50,000	44,310	(5,690)
Sale of non-capital assets	10,000	26,086	16,086
Total other financing sources and uses	(7,103,236)	(3,455,089)	3,648,147
Net change in fund balances	(5,036,209)	5,271,426	10,307,635
Fund balances - beginning		23,586,067	
Fund balances - ending		\$ 28,857,493	
Adjustments to GAAP basis:			
Encumbrances		2,291,435	
Misc adj			
Fund balances-ending		\$ 31,148,929	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	\$ 787,571	\$ 264,824	\$ (522,747)
Contributions & Donations	3,259,406	85,973	(3,173,433)
Investment earnings	-	7,227	7,227
Misc Revenue	7,312	-	(7,312)
Other	150,488	150,489	1
Total revenues	4,204,777	508,512	(3,696,265)
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	1,566,200	1,315,265	250,935
Finance	102,375	24,175	78,200
Information Technology	1,037,173	528,686	508,487
Non-departmental	1,032,823	-	1,032,823
Total general government	3,738,571	1,868,126	1,870,445
Public Safety	2,365,594	1,694,440	671,154
Engineering & Public Works	9,754,687	5,310,258	4,444,429
Alpharetta Business Community	2,875,960	2,735,871	140,089
Economic and community development	333,097	112,168	220,929
Culture and recreation	1,318,420	748,625	569,795
Total Capital Outlay	20,386,329	12,469,487	7,916,842
Excess (Deficiency) revenue over expenditures	(16,181,552)	(11,960,975)	4,220,577
OTHER FINANCING SOURCES (USES)			
Transfers in	8,943,236	4,471,618	(4,471,618)
Capital leases	709,740	475,002	
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	9,652,976	4,946,620	(4,471,618)
Net change in fund balances	(6,528,576)	(7,014,355)	(485,779)
Fund balances - beginning		6,528,577	
Fund balances - ending		\$ (485,778)	
Adjustments to GAAP basis:			
Encumbrances		7,799,638	
Misc adj-			
Fund balances-ending		\$ 7,313,861	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	\$ 16,737,001	2,766,755	\$ (13,970,246)
Contributions & Donations	-	-	-
Interest Earnings	-	(958)	(958)
Total	16,737,001	2,765,797	(13,971,204)
Expenditures:			
Public Safety	-	-	-
General Government	243,562	-	243,562
Community Development	-	-	-
Public Works	16,479,140	16,359,549	119,591
Recreation & Parks	656,655	156,655	500,000
Non-Departmental	-	-	-
Total	17,379,357	16,516,204	863,153
Excess (Deficiency) revenue over expenditures	(642,356)	(13,750,407)	(13,108,051)
Other Financing Sources & Uses:			
Transfers in	-	-	-
Budgeted Fund Balance	-	-	-
Subtotal:	-	-	-
Net change in fund balance	(642,356)	(13,750,407)	(13,108,051)
Fund balance - beginning		642,357	
Fund balance - ending		\$ (13,108,050)	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		15,558,282	
Fund balances - ending		\$ 2,450,232	

**City of Alpharetta
City Center Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015**

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ 379	\$ 379
Discounts		-	-
Total revenues	-	379	379
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	-	-
Non-Departmental	-	-	-
Total general government	-	-	-
Engineering and Public Works	244,347	220,123	24,224
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(244,347)	(219,744)	24,603
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(244,347)	(219,744)	24,603
Fund balances - beginning		214,159	
Fund balances - ending		<u>\$ (5,585)</u>	
Adjustments to GAAP basis:			
Encumbrances		90,993	
Fund balances-ending		<u>\$ 85,408</u>	

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
December 31,2015

ASSETS

Current Assets:		
Cash and Cash Equivalents & Investments	\$	833,318
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		<u>833,318</u>
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		<u>-</u>
Total Noncurrent Assets		<u>-</u>
Total Assets		<u>833,318</u>

LIABILITIES

Current Liabilities:		
Accounts Payable		-
Claims Payables		
Accrued Interest Payable		-
Due to Other Funds		102,534
Total Current Liabilities		<u>102,534</u>
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		<u>-</u>
Noncurrent Liabilities:		
Other Non-Current Liabilities		-
Total Noncurrent Liabilities		<u>-</u>
Total Liabilities		<u>102,534</u>

NET ASSETS

Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		<u>730,784</u>
Total Net Assets		<u>730,784</u>
Total Liabilities & Net Assets	\$	<u>833,318</u>

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ 52	\$ (52)
Employer Medical Contribution	5,952,922	2,919,039	(3,033,883)
Employee Medical Contribution	705,592	360,828	(344,764)
Insurance Proceeds	-	-	
Total revenues	6,658,514	3,279,919	(3,378,595)
EXPENDITURES			
Medical Premiums	1,350,000	667,785	682,215
Medical Claims	4,620,000	1,881,350	2,738,650
Contingency	688,514	0	688,514
Total expenditures	6,658,514	2,549,135	4,109,379
Excess (Deficiency) of Revenues Over expenditures	-	730,784	730,784
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	-	730,784	730,784
Fund balances - beginning			-
Fund balances - ending		\$ 730,784	
Adjustments to GAAP basis:			
Encumbrances			-
Misc adj			
Fund balances-ending		\$ 730,784	

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
December 31, 2015

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 2,010,032
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	54,628
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,064,660</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>2,064,660</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	30
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	910
Payroll Liabilities	204
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	2,729
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>3,872</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>3,872</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	<u>2,060,788</u>
Total Net Assets	<u>2,060,788</u>
Total Liabilities & Net Assets	<u>\$ 2,064,660</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended December 31, 2015

Operating revenues:		
Charges for sales and services:		
Refuse Collection charges	\$	2,403,344
Misc Revenue		
Total operating revenues		<u>2,403,344</u>
Operating expenses:		
Administration		3,195,715
Non-departmental		-
Total operating expenses		<u>3,195,715</u>
Operating Gain (loss)		(792,372)
Non-operating revenues (expenses):		
Investment earnings		<u>1,432</u>
Total non-operating revenue (expenses)		<u>1,432</u>
Income (loss) before transfers		(790,939)
Transfers In		-
Transfers Out		<u>-</u>
Change In Net Assets		(790,939)
Total net assets-beginning		<u>967,766</u>
Total net assets-ending (net of encumbrances)		<u><u>176,827</u></u>
Adjustments to GAAP basis:		
Encumbrances		1,883,962
Misc adj-Encumbrances Resv/Prior Year		-
Total net assets-ending	\$	<u><u>2,060,788</u></u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
December 31,2015

ASSETS

Current Assets:		
Cash and Cash Equivalents & Investments	\$	922,410
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		<u>922,410</u>
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		<u>-</u>
Total Noncurrent Assets		<u>-</u>
Total Assets		<u>922,410</u>

LIABILITIES

Current Liabilities:		
Accounts Payable		-
Claims Payables		334,799
Accrued Interest Payable		-
Due to Other Funds		-
Total Current Liabilities		<u>334,799</u>
Current Liabilities Payable from Restricted Assets:		
Total Current Liabilities Payable from Restricted Assets		<u>-</u>
Noncurrent Liabilities:		
Other Non-Current Liabilities		480,681
Total Noncurrent Liabilities		<u>480,681</u>
Total Liabilities		<u>815,480</u>

NET ASSETS

Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		106,930
Total Net Assets		<u>106,930</u>
Total Liabilities & Net Assets	\$	<u>922,410</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ 2,200	\$ 296	\$ 1,904
Charges for Service	1,262,000	631,000	(631,000)
Discounts	-	-	-
Insurance Proceeds	-	17,308	
Total revenues	1,264,200	648,604	(615,596)
EXPENDITURES			
Workers Compensation Admin	-	0	-
Professional Fees	125,000	77,743	47,257
Auto Liability	135,000	135,169	(169)
Property & Equipment Liability	55,000	84,628	(29,628)
General Liability	70,000	54,387	15,613
Law Enforcement Liability	100,000	93,429	6,571
Public Entity Liability	55,000	49,295	5,705
Workers Comp Excess Liability	90,000	87,050	2,950
Employee Benefits Liability	-	0	-
Criminal Liability	4,200	4,075	125
Cyber Liability	-	6,584	(6,584)
Umbrella Liability	60,000	53,602	6,398
Medical Services	40,000	4,245	35,755
Claims/Judgements	551,730	259,378	292,352
Contingency	346,180	0	346,180
Total expenditures	1,632,110	909,585	722,525
Excess (Deficiency) of Revenues Over expenditures	(367,910)	(260,981)	106,929
OTHER FINANCING SOURCES			
Asset Disposition	-	-	-
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(367,910)	(260,981)	106,929

Fund balances - beginning

367,911

Fund balances - ending

\$ 106,930

Adjustments to GAAP basis:

Encumbrances

Misc adj

Fund balances-ending

\$ 106,930

**City of Alpharetta
Statement of Net Position
OPEB Trust Fund
December 31, 2015**

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 1,038,618
Investments	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	<u>1,038,618</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
Due to Other Funds	-
Total Current Liabilities	<u>-</u>
Current Liabilities Payable from Restricted Assets:	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>1,038,618</u>
Total Net Assets	<u>1,038,618</u>
Total Liabilities & Net Assets	<u><u>\$ 1,038,618</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Trust Fund
For the Period Ended December 31, 2015

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 42,500
Employee Contribution	
Total Contribution	<u>42,500</u>
Investment Income	-
Net appreciation in FMV	-
Interest and Dividends	961
Total Investment Income	<u>961</u>
Total Additions (Deductions)	<u>43,461</u>
Deductions:	
Benefits payments	-
Professional Fees	-
Total deductions	<u>-</u>
Net Increase (Decrease)	<u>43,461</u>
Net Assets held in trust for pension benefits	
Beginning of year	995,157
Total net assets	<u>\$ 1,038,618</u>

**City of Alpharetta
Statement of Net Position
Pension Trust Fund
December 31,2015**

	Pension Trust Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ -
Investments	56,039,199
	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	<u>56,039,199</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
	-
Due to Other Funds	-
Total Current Liabilities	<u>-</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>56,039,199</u>
Total Net Assets	<u>56,039,199</u>
Total Liabilities & Net Assets	<u><u>\$ 56,039,199</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended December 31, 2015

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 2,400,000
Employee Contribution	185,916
Total Contribution	<u>2,585,916</u>
Investment Income	1,235,721
Net appreciation in FMV	(3,944,070)
Interest and Dividends	884,570
Total Investment Income	<u>(1,823,779)</u>
Total Additions (Deductions)	<u>762,137</u>
Deductions:	
Benefits payments	708,774
Professional Fees	87,081
Total deductions	<u>795,855</u>
Net Increase (Decrease)	<u>(33,718)</u>
Net Assets held in trust for pension benefits	
Beginning of year	56,072,917
Total net assets	<u>\$ 56,039,199</u>

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
December 31, 2015

	Special Revenue					Debt	Total Non-major Governmental
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Service Fund	Funds
ASSETS							
Cash / Cash Equivalents / Investments	\$ 206,887	\$ 2,129,016	\$ 1,904,354	\$ 55,355	\$ 911,389	\$ 3,451,371	\$ 8,658,373
Taxes Receivable	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	14,214	-	-	14,214
Property Taxes	-	-	-	-	-	117,988	117,988
Intergovernmental Receivable	-	-	-	-	-	-	-
Due From Other Funds	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-
Total Assets	206,887	2,129,016	1,904,354	69,569	911,389	3,569,359	8,790,575
LIABILITIES							
Accounts Payable	-	-	-	-	2,436	-	2,436
Retainage Payable	-	-	-	-	-	-	-
Intergovernmental Payable	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-
Payroll Liabilities	-	-	51	-	5,906	-	5,957
Due to Other Fund	-	-	64	-	-	-	64
Deferred Revenue	-	-	-	14,214	-	118,082	132,296
Unearned Revenue	-	-	-	-	-	-	-
Total Liabilities	-	-	115	14,214	8,342	118,082	140,754
FUND BALANCES							
Restricted:							
Capital Projects	-	2,129,016	-	-	-	-	2,129,016
Law Enforcement	-	-	1,904,239	-	-	-	1,904,239
Promotion of Tourism	206,887	-	-	-	-	-	206,887
Emergency Telephone Activities	-	-	-	-	903,047	-	903,047
Debt Service	-	-	-	-	-	3,451,277	3,451,277
Assigned for: Grant Projects	-	-	-	-	-	-	-
Grant Projects	-	-	-	55,355	-	-	55,355
Unassigned:	-	-	-	-	-	-	-
Total Fund Balances	206,887	2,129,016	1,904,239	55,355	903,047	3,451,277	8,649,821
Total Liabilities and Fund Balances	\$ 206,887	\$ 2,129,016	\$ 1,904,354	\$ 69,569	\$ 911,389	\$ 3,569,359	\$ 8,790,575

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ending December 31, 2015

	Special Revenue						Total Non-major Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operations	E911 Fund	Debt Service Fund	
REVENUES:							
Hotel Motel Tax	\$ 2,434,294	-	-	-			\$ 2,434,294
Property tax						3,376,705	3,376,705
Charges for Service	-	-	-	-	1,183,020		1,183,020
Impact Fees	-	562,015		-			562,015
Forfeiture Income	-	-	123,023	-			123,023
Intergovernmental	-	-	-	17,447	-		17,447
Contributions & Donations	-	-	-	20			20
Investment Earnings	-	1,495	638	45	1,450	483	4,111
Other	-		-			-	-
Total revenues	2,434,294	563,511	123,660	17,512	1,184,470	3,377,188	7,700,634
EXPENDITURES:							
Tourism	1,281,274	-	-	-	-		1,281,274
Community Development	-	17,055	-	-	-		17,055
Culture/Recreation	-	-	-	5,367	-		5,367
Public Safety	-	-	194,175	6,950	2,432,121		2,633,246
General Government	-	-	-	-	-	-	-
Debt Service:						-	-
Principal						105,600	105,600
Interest						665,821	665,821
Bond Issuance Costs						-	-
Total expenditures	1,281,274	17,055	194,175	12,317	2,432,121	771,421	4,708,364
Excess (deficiency) of revenues over expenditures	1,153,020	546,455	(70,515)	5,195	(1,247,651)	2,605,767	2,992,270
OTHER FINANCING SOURCES (USES):							
Transfers in / out:							-
Debt service fund	-	-	-	-			-
Capital Projects							-
Operating grants fund	-	-	-	-			-
Capital grants fund	-	-	-	-			-
General fund	(946,133)	-	-	-	-		(946,133)
Budgeted Fund Balance:	-	-	-	-			-
Total other financing sources and (uses)	(946,133)	-	-	-	-		(946,133)
Net change in fund balances	206,887	546,455	(70,515)	5,195	(1,247,651)	2,605,767	2,046,137
Fund balances - beginning	-	1,582,560	1,974,754	50,160	2,150,699	845,511	6,603,684
Fund balances - ending	206,887	\$ 2,129,016	\$ 1,904,239	\$ 55,355	\$ 903,047	\$ 3,451,277	\$ 8,649,821

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	\$ 4,450,000	\$ 2,434,294	\$ (2,015,706)
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total revenues	4,450,000	2,434,294	(2,015,706)
EXPENDITURES:			
Alpharetta Convention & Visitor's Bureau	1,928,185	1,059,414	868,771
Alpharetta Business Community	741,815	221,860	519,955
Contingency	0	0	0
Total Expenditures	2,670,000	1,281,274	1,388,726
Excess of revenues over expenditures	1,780,000	1,153,020	(626,980)
OTHER FINANCING SOURCES (USES):			
Transfers Out	(1,780,000)	(946,133)	833,867
Total other financing sources and uses	(1,780,000)	(946,133)	833,867
Net change in fund balances	-	206,886	11,137
Fund balances - beginning	\$ -		
Fund balances - ending	\$ 206,887		

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	\$ 45,000	\$ 562,015	\$ 517,015
Investment Earnings	1,350	1,495	145
Total Revenues	46,350	563,511	517,161
EXPENDITURES:			
General Government	1,628,910	\$ 17,055	1,611,855
Total expenditures	1,628,910	17,055	1,611,855
Excess (deficiency) of revenues over expenditures	(1,582,560)	546,455	2,129,015
OTHER FINANCING SOURCES (USES):			
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,582,560)	546,455	2,129,015
Fund balances - beginning		1,582,560	
Fund balances - ending		\$ 2,129,016	
Encumbrances		-	
Fund balances - ending		\$ 2,129,016	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	\$ 448,500	\$ 123,023	\$ (325,477)
Investment Earnings	227	638	411
Misc Revenue	-	-	-
Total Revenues	448,727	123,660	(325,066)
EXPENDITURES:			
Public Safety	2,423,480	983,248	1,440,232
Non-Departmental	-	-	-
Total expenditures	2,423,480	983,248	1,440,232
Excess (deficiency) of revenues over expenditures	(1,974,753)	(859,588)	1,115,166
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balances	(1,974,753)	(859,588)	1,115,166
Fund balances - beginning		1,974,754	
Fund balances - ending		\$ 1,115,167	
Adjustments to GAAP basis:			
Encumbrances		789,072	
Fund balances - ending		\$ 1,904,239	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	\$ 27,923	\$ 17,447	(10,476)
Contributions & Donations	320	20	(300)
Discounts Taken		-	-
Interest Earnings	-	45	45
Transfers in	-	-	-
Contingencies	-	-	-
Total	<u>28,243</u>	<u>17,512</u>	<u>(10,731)</u>
EXPENDITURES:			
General Government	17,758	-	17,758
Community Development	-	-	-
Engineering/Public Works	-	-	-
Public Safety	24,843	6,950	17,893
Recreation & Parks	35,800	5,367	30,433
Contingencies	-	-	-
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	<u>78,401</u>	<u>12,317</u>	<u>66,084</u>
Excess (deficiency) of revenues over expenditures	<u>(50,158)</u>	<u>5,195</u>	<u>55,353</u>
OTHER FINANCING SOURCES (USES):	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>(50,158)</u>	<u>5,195</u>	<u>55,353</u>
Fund balance - beginning		<u>50,160</u>	
Fund balance - ending		<u>\$ 55,355</u>	
Adjustments to GAAP basis:			
Encumbrances			
Fund balances - ending		<u>\$ 55,355</u>	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	\$ 3,790,000	\$ 1,183,020	\$ (2,606,980)
Misc Revenue	-	-	-
Investment Earnings	6,931	1,450	(5,481)
Total Revenues	3,796,931	1,184,470	(2,612,461)
EXPENDITURES:			
Public Safety	5,252,507	2,856,339	2,396,168
Total expenditures	5,252,507	2,856,339	2,396,168
Excess (deficiency) of revenues over expenditures	(1,455,576)	(1,671,870)	(216,294)
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,455,576)	(1,671,870)	(216,294)
Fund balances - beginning		2,150,699	
Fund balances - ending		\$ 478,829	
Adjustments to GAAP basis:			
Encumbrances		424,218	
Fund balances - ending		\$ 903,047	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended December 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	\$ 3,260,000	\$ 3,376,705	\$ 116,705
Misc Revenue		-	-
Investment earnings	9,000	483	(8,517)
Total revenues	3,269,000	3,377,188	108,188
EXPENDITURES:			
Current:			
General government			
Finance			-
Non-departmental		-	-
Total general government	-	-	-
Debt Service:			
Principal	2,230,600	105,600	2,125,000
Interest	1,329,398	665,821	663,577
Contingency	556,089	-	556,089
Bond issuance costs	5,000	-	5,000
Total debt service	4,121,087	771,421	3,349,666
Total expenditures	4,121,087	771,421	3,349,666
Excess (Deficiency) of revenues over expenditures	(852,087)	2,605,767	3,457,854
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	-	-	-
	(852,087)	2,605,767	3,457,854
Fund balances - beginning		845,511	
Fund balances - ending		\$ 3,451,277	



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DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of December 31, 2015

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-361000	Investment Earnings	\$ -	\$ 142	\$ -	\$ (142)
99575100-371000-C1601	High Impact Permitting Grant Program (IGA with COA)	75,000	75,000	-	-
99575100-334310-C1528	FISERV REBA Grant	1,250,000	1,125,000	-	125,000
	<i>subtotal</i>	\$ 1,325,000	\$ 1,200,142	\$ -	\$ 124,858
(1) 99575100-395000	Carryforward Fund Balance	\$ 398,030	\$ -	\$ -	\$ 398,030
	<i>subtotal</i>	\$ 398,030	\$ -	\$ -	\$ 398,030
	Total	\$ 1,723,030	\$ 1,200,142	\$ -	\$ 522,888
Expenditures					
99575100-523300	Advertising (Newsweek Ad; 50/50 split with COA)	\$ 16,000	\$ 16,000	\$ -	\$ -
99575100-571000-C1403	Local Job Creation Grant Program	60,000	-	-	60,000
99575100-544100-C1532	ATC Operational Funds	232,500	45,000	-	187,500
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	75,000	-	-	75,000
99575100-544100-C1528	FISERV REBA Grant	1,250,000	1,125,000	-	125,000
	<i>subtotal</i>	\$ 1,633,500	\$ 1,186,000	\$ -	\$ 447,500
99575100-522250-C1535	Innovation Center Operations (Facility R&M)	\$ 1,000	\$ 1,496	\$ -	\$ (496)
99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	13,498	4,218	1,151	8,129
99575100-531100-C1535	Innovation Center Operations (Maintenance Supplies)	680	615	-	65
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	152	436	-	(284)
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	365	63	-	302
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	1,849	1,305	-	544
99575100-531230-C1535	Innovation Center Operations (Electricity)	15,416	2,976	-	12,440
	<i>subtotal</i>	\$ 32,960	\$ 11,108	\$ 1,151	\$ 20,701
99575100-579000	Reserve	\$ 56,570	\$ -	\$ -	\$ 56,570
	<i>subtotal</i>	\$ 56,570	\$ -	\$ -	\$ 56,570
	Total	\$ 1,723,030	\$ 1,197,108	\$ 1,151	\$ 524,771

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



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of December 31, 2015

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 398,031		
Revenues collected to date			1,200,142		
Expenditures incurred to date			(1,197,108)		
Fund Balance (current)			\$ 401,065		
Forecasted revenue collections			125,000		
Fund Balance (forecasted)			\$ 526,065		
Allocation of Forecasted Fund Balance:					
Spendable (available for investment by the Board)			\$ 56,712		
Non-Spendable (unspent/remaining project allocations)			469,352		
			\$ 526,065		



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GAAP



Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
December 31, 2015

ASSETS

Current Assets:

Cash and Cash Equivalents	\$	457,107
Investments		

Restricted Cash for Bond Issuance Costs		-
Total Assets		457,107

LIABILITIES

Current Liabilities:

Accounts Payable		56,042
Due to Other Funds		-
Total Current Liabilities		56,042

Current Liabilities Payable from Restricted Assets:

		-
Total Current Liabilities Payable from Restricted Assets		-

Noncurrent Liabilities:

		-
Total Noncurrent Liabilities		-
Total Liabilities		56,042

Fund Balance

Restricted		344,352
Unassigned		56,712
Total Fund Balance		401,065

Total Liabilities & Fund Balance	\$	457,107
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended December 31, 2015

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ -
State Grant	1,125,000.00
Fees	-
Contributions & Donations	75,000
Miscellaneous Income-Interest	142
	<u> </u>
Total Revenues	<u>1,200,142</u>
Expenditures	
Economic Development	1,170,000
Utilities - Miscellaneous	27,108
Debt Service:	
Principal	-
Interest	-
	<u> </u>
Total Expenditures	<u>1,197,108</u>
 Excess (deficiency) of revenues over (under) expenditures	 3,034
Other Financing Sources (Uses)	
Sale of capital assets	-
	<u> </u>
Net Change in Fund Balances	3,034
 Fund Balance, Beginning of Year	 <u>398,031</u>
 Fund Balance, End of Year	 <u>\$ 401,065</u>





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development
Submitted By: Richard McLeod, Senior Planner
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: CLUP-15-14/Z-15-15 OAK HALL COMPANIES/WEBB BRIDGE ROAD

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Location Map, Zoning Map, Land Use Map, Aerial Map, Site Plan, Site Plan Colored, Landscape Plan, R-22 Compliant Site Plan, Citizen Participation Report Part A And B, Trip Generation, Oak Hall Application



COUNCIL AGENDA REPORT

FROM: Kathi Cook, Community Development Director
Prepared by: Richard McLeod, Senior Planner

SUBJECT: CLUP-15-14/Z-15-15 Oak Hall Company/Webb Bridge Tract

CITY COUNCIL: February 1, 2016

PLANNING COMMISSION:

The item was heard at the December 3 Planning Commission meeting. Nine people spoke against the request based on the traffic and a few spoke with environment concerns. Chris Palmer, from the Windward Board, spoke in favor of the request based on discussions with the applicant if a new site plan was developed addressing drainage on a number of lots. After discussion, the Planning Commission voted to recommend denial 5-0-0.

RECOMMENDATION:

Deny CLUP-15-14/Z-15-15 Oak Hall Company/Webb Bridge Tract.

If approval is considered, Staff recommends the following conditions:

1. The property to be rezoned shall have an “R-15” zoning classification and a “Low Density Residential” land use.
2. The Final Site Development Plans shall substantially conform to the Site Plan prepared by Site Development Consultants dated 12/3/15.
3. A 25’ undisturbed buffer shall be maintained along rear property lines adjacent to Windward as depicted and shall be replanted where sparse, as approved by Staff. The buffer shall be enforced by the HOA. Buffer can only be disturbed to install storm water structures and sanitary sewer crossings.
4. Detention areas shall be heavily screened on all sides with evergreen trees and shrubs as approved by Staff.
5. All building elevations shall consist of a minimum of 66% brick or stone. Homes adjacent to Webb Bridge Rd and Shirley Bridge Rd shall have significant architectural features and no unfinished wood decks with final approval by Staff.
6. Walls visible from public right of way or adjacent subdivision shall be brick or stone faced.
7. Privacy fence visible to the Webb Bridge Road and Shirley Bridge Road right of way shall be prohibited.
8. Setbacks shall be as follows:
 - Front: 35’ front interior setback, or 25’ along Webb Bridge Road and Shirley Bridge Road or as approved by staff.
 - Side: 10’ side setback
 - Rear: 25’ rear setback except on the lots #5 - #12 which shall have a 10’ rear setback on top of the 25’ undisturbed buffer.
9. Provide site plan accommodations to incorporate non participating parcels in the future.
10. Frontage along Webb Bridge Road which shall consist of minimum 35 foot half width right-of-way incorporating pavement of 14’ from centerline and a 6’ beauty strip and 6’ sidewalk or as approved by Staff.
11. Site entrance along Webb Bridge Road shall provide left turn lane with a minimum of 100 foot storage.
12. Pedestrian scale lighting shall be provided along all sidewalks.
13. Sidewalk shall be connected to existing sidewalk at entrance of Lake Windward Drive and on Shirley Bridge Road to the intersection of Clipper Bay Drive in exchange for impact fee credits.
14. The tree save area shown on the site plan by Site Development Consultants dated 12/03/2015 shall remain substantially as depicted.
15. The configuration of this site plan can be modified in order to save individual trees or groupings of trees as approved during the plan review process.

16. A 20' landscape strip shall be provided along Webb Bridge and Shirley Bridge Roads with mix of evergreens similar to Glen Abbey screening along Kimball Bridge as approved by Staff.
17. Stub road to remaining parcels shall be posted "Future Roadway Connection" with notation on final plat.
18. All downspouts from homes abutting the northern property line shall be piped to a detention facility or connect to an approved
19. Storm water release from detention facility on western property line shall be piped thru easement provided by Windward HOA and connect to storm system in Clipper Bay Drive.
20. Detention Pond shall be heavily landscaped and retaining walls shall be faced with brick or stone with final approval by Staff.

REPORT-IN-BRIEF

The subject property is located on the north side of Webb Bridge Road at the corner of Shirley Bridge Road with Clipper Bay Subdivision to the north within Windward. The applicant, Oak Hall Companies, is requesting a land use change from "Very Low Density Residential" to "Low Density Residential" and a change in zoning for the 30 acres from AG and R-22 to R-15 in order to build 45 single family detached homes at a density of 1.44units per acre.

DISCUSSION

The applicant proposes to develop a 45 lot subdivision on 30 acres with a proposed minimum lot size depicted of 15,000 square feet. The property is located south of Clipper Bay which is developed with lots ranging from 14,000 – 22,000 square feet in size. Clipper Bay is part of the Windward Master Planned community with over 2,400 acres.

Clipper Bay to the north is zoned CUP and has minimum lot sizes of 14,000 square feet although most adjacent to this property are over 18,000 square feet in size. To the south there are several AG pieces as well as CUP. The parcels are zoned R and AG just to the south of the subject property.

Front setbacks requested are 35', 10' side setbacks and 25' rear setbacks are requested. Staff reserves the option to vary to setback to 25' on Shirley Bridge Road and Webb Bridge Road and internal backing up to Windward. The lots on the north side #5-#12 have a 10' rear setback in addition to the 25' undisturbed buffer. Along Webb Bridge Road and Shirley Bridge Road rear the setback is 25' with an additional 10' landscape strip.

The property currently is a field with a mixture of hardwoods and pines. Specimen trees were identified on the property especially to the northwest and northeast. The applicant's first plan didn't include incorporation of any of the 51 specimen trees on the property. However, they were asked to go back and revise the plan. The new site plan saves a minimum of 21 specimen trees mainly in the 2.1 acres northwest portion of the plan as well as some in the northeast to be incorporated within a .6 acre park area. Other trees of non-specimen size could be preserved by shifting lots.

There is a 10' landscape strip proposed along Webb Bridge Road and Shirley Bridge Road. The landscape strip is for heavy planting to screen the homes from the road. A landscape buffer should be added which will screen the backs of the homes with trees and shrubs of varying colors, types, and sizes. The landscaping plan, if approved, will cover the Webb Bridge Road and Shirley Bridge Road areas.

Detention is shown at the northwest corner and in the northeast corner fronting Webb Bridge Road. Windward HOA will grant an easement to applicant for detention facility on western property line to release storm water through the pipe and connect it to the Clipper Bay Drive. If approved, heavy landscape screening will be required around the ponds and stone or brick should line any walled portion of the ponds.

The City of Alpharetta's Comprehensive Plan recommends the future land use for the property as "Very Low Density Residential" with 22,000 square foot lots to 1 acre, as appropriate to the surrounding area. The land use was adopted from Fulton County Future Land Use with the annexation in 2004.

The lots proposed meet the lot width of 100 feet and the density of 1.44 units per acre which is under 2 units per acre within the CLUP recommendation. However, due to the lot sizes of the lots from 15,000 square feet they are requesting a change to the CLUP.

The volume of traffic that will be generated by the proposed development was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. This document is the traffic engineering industry standard to determine the volume of traffic that a development will generate. Its data is based on traffic counts collected at similar facilities nationwide. The trip generation for the Webb Bridge subdivision was calculated using ITE Land Use 210 – Single-Family Detached Housing and is shown in Table 1.

Table 1 – Webb Bridge Windward Tract Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Single Family	210	45 homes	10	31	41	32	19	51	504

The daily traffic impact of 45 single family homes is 504 trips per day. With a full turn access point on Webb Bridge Road it should accommodate the trips. Staff thought that a second access point onto Shirley Bridge Road was necessary which the applicant revised their plan to create. They also would have requested the City Council to allow

them to gate the subdivision to keep cut thorough traffic down. When Staff looked at the plans with the gated subdivision and the proximity to Webb Bridge Road the signal entry point was recommended.

The applicant should develop future access internal to the site for the two tracts that are not part of this application.

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County schools standard calculation to distinguish the number of children that a residential development will generate. The following chart outlines these figures:

**FULTON COUNTY SCHOOLS
AVERAGE SCHOOL AGE CHILDREN PER HOUSEHOLD
BASED ON HOUSING TYPE**

Single Family Home # 46	
Creek View Elementary School	7 - 24
Webb Bridge Middle School	2 - 8
Alpharetta High School	5 - 17

Based on the total figure for all three-school levels, it can be assumed that the proposed development could house approximately 14 - 49 school age children. Creek View Elementary and Webb Bridge Middle School can meet demand; however, Alpharetta High School is currently shown to be over capacity.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

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

Adjacent property is zoned to the north for CUP with 14,000 to 22,000 square lots. The R-15 zoning would create smaller lot sizes however it would also permit the applicant to adjust the plan to incorporate a 2.1 acre tree save area.

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

The proposal should not impact adjacent property; however the applicant is proposing the smaller lots with some just over 15,000 square feet directly behind Windward. Additionally, a maximum of 41 homes could be built with an R-22 complaint plan and therefore a maximum of 41 homes is recommended.

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

As proposed the development will not negatively affect the property as there are a minimum of 21 specimen trees to be saved. Conditions are recommended that will require tree save. A 2.1 acre tree save area is included in the site plan as well as .6 acre park and .75 acre buffer.

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

The property is currently zoned R-22 and AG permitting the construction of homes varying from 22,000 square feet and larger lots.

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

This use will create additional school crowding with 5 – 17 high school students.

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

The proposal is not supported by the Comprehensive Land Use Plan which states that homes shall be on 22,000 square foot to 1 acre lots. However, permitting some lots to be less than 22,000 square feet permits a large 2.1 acre tree save area, .6 acre park and .75 acre buffer.

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

Not applicable, Future Land Use depicts Very Low Density Residential.

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

The current zoning would permit the construction of 22,000 square foot lots and 5 acre AG lots.

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

Property lot size does not meet the Comprehensive Land Use plan which is Very Low Density Residential.

Comprehensive Land Use Plan

The Unified Development Code Section 4.1.3 STANDARDS FOR CLUP AMENDMENT APPROVAL provides criteria for consideration when evaluating a request for a CLUP amendment as listed below:

- A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

There has not been a change in development opportunities within the area. The corner of Shirley Bridge and Webb was previously rezoned to R-12 and R-15 but then reverted back to AG and is currently developed with one home. The site was approved for R-12 at the time due to a large tree save area that was incorporated into the site and lots adjacent to Windward were required to be a minimum of 15,000 square feet. A portion of the property was also zoned for R-22 and to keep the "Very Low Density Residential" in 2013.

- B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

The Comprehensive Land Use Plan discusses the goal to promote and encourage residential densities and designs that ensure varied living areas and housing types. Developing this property with 22,000 square foot lots would meet the intent of the Comprehensive Land Use Plan and be similar to surrounding development. However, the plan submitted incorporates large tree save areas.

- C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

The proposed development will generate 14 -49 students. The elementary school and middle school can handle the capacity but the high school cannot.

- D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Developing smaller lots without limiting density could increase impacts to the infrastructure. However, if developed with 22,000 lots than 42 could be accommodated. The request is for 45 lots only 3 more than 42.

E. The extent to which additional land area is needed to be developed for a specific type of use.

However, the incorporation of tree save areas as well as undisturbed buffer creates a better site plan and therefore smaller lots can be supported.

F. The extent to which area demographics or projections are not occurring as projected.

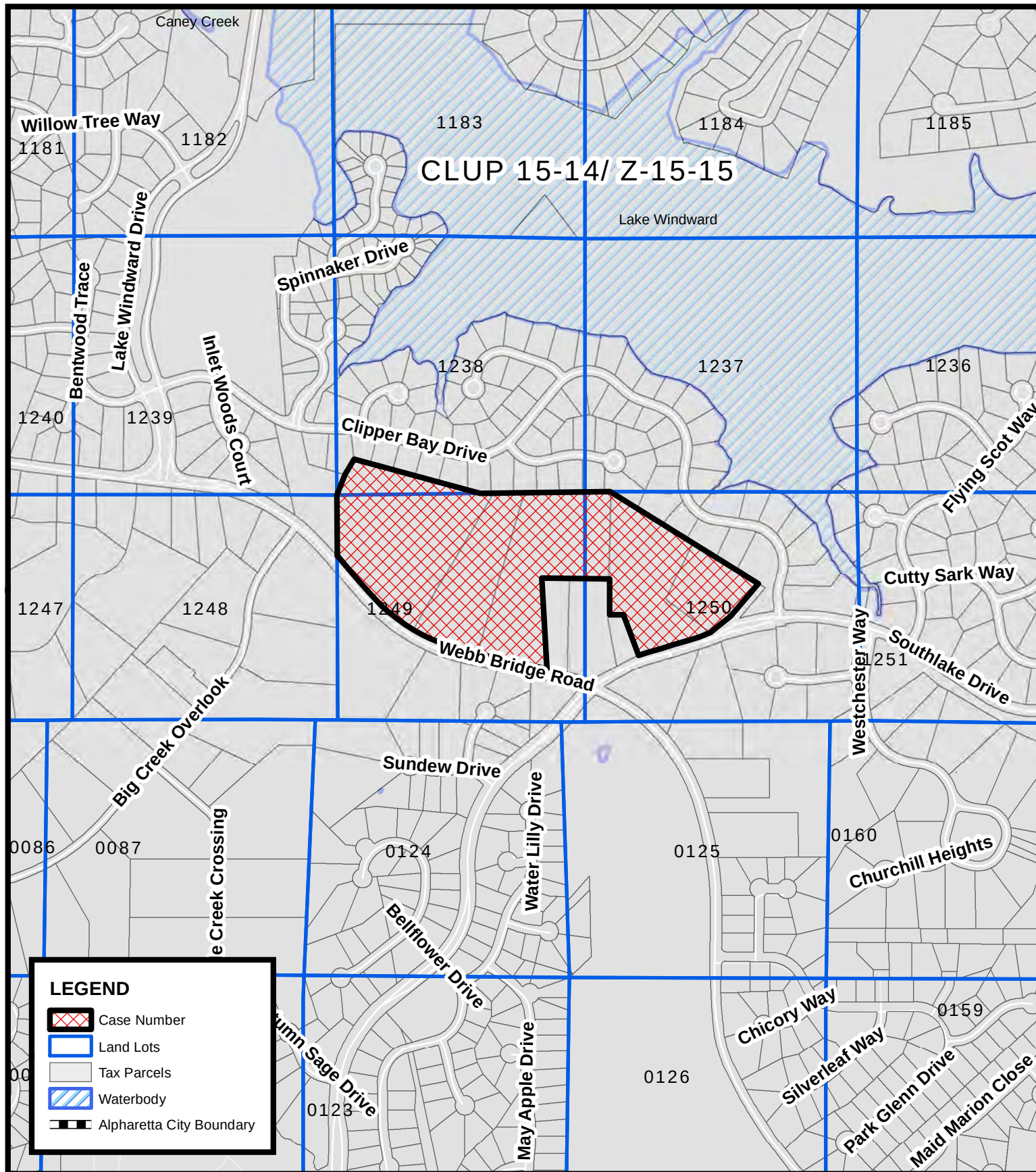
Demographics and projections have not changed for the area.

CONCURRENCES

The City's Future Land Use Map depicts 22,000 square foot to 1 acre lots to be developed. The site plan submitted incorporates a 2.1 acre tree save area as well as a .6 acre park and .75 acre undisturbed buffer adjacent to existing Windward properties. Staff can support the smaller lots because the tree save has been incorporated into the plan as well as buffers to reduce impacts to adjacent properties. However, heavy landscape screening should be provided to protect the views along Webb Bridge and Shirley Bridge Roads as well as architectural requirements.

CITIZEN PARTICIPATION PLAN

The applicant notified everyone within 500 feet of the intent for the property. A meeting was held where surrounding property owners attended. The report states that several neighbors questioned the buffer and plantings on the north side of the project, the drainage off of the property and how it will be handled. Erosion during construction, traffic and the right out/right in on Shirley Bridge Road were also discussed. Staff has received two emails asking that the project not be approved.



Location Map Oak Hall Companies Webb Bridge Tract

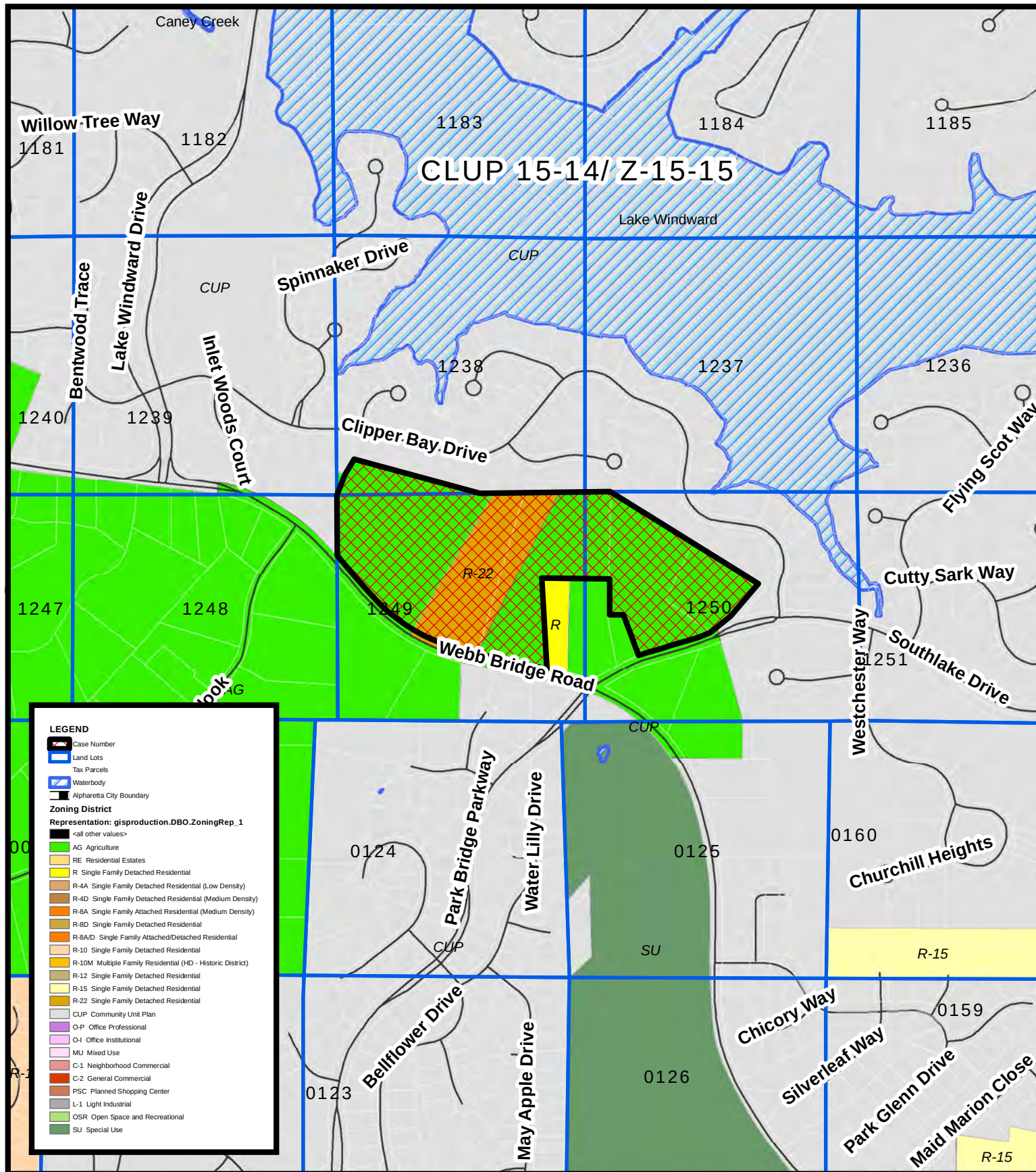
CLUP 15-14/ Z-15-15

D/LL: 2/1/1238,
1249, 1250

PC Date: 12/03/2015

CC Date: 2/1/2016

Location Map Provided by:
Community Development - GIS



Zoning Map Oak Hall Companies Webb Bridge Tract

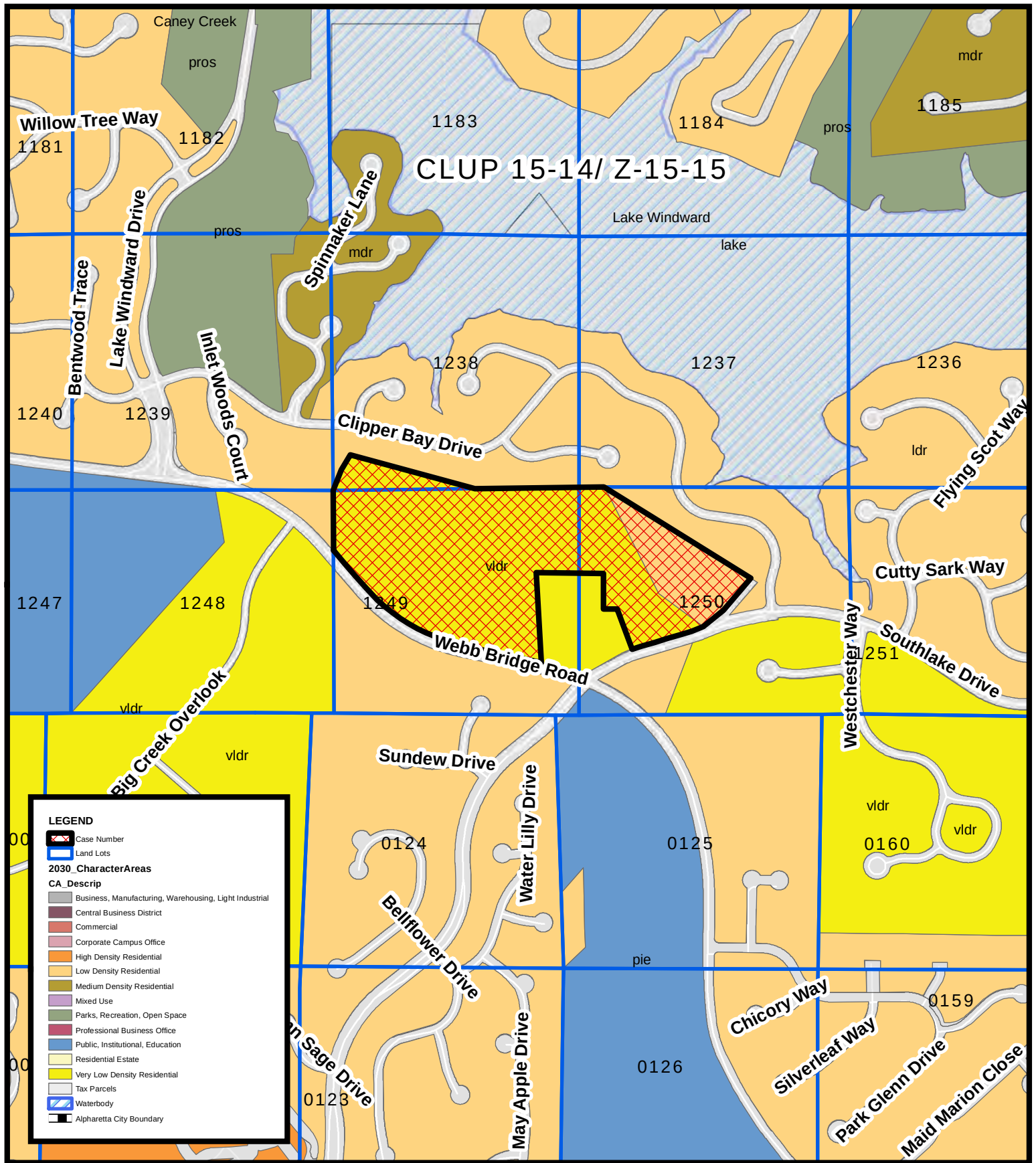
CLUP 15-14/ Z-15-15

D/LL: 2/1/1238,
1249, 1250

PC Date: 12/03/2015

CC Date: 12/14/2015

Location Map Provided by:
Community Development - GIS



2030 Land Use Oak Hall Companies Webb Bridge Tract

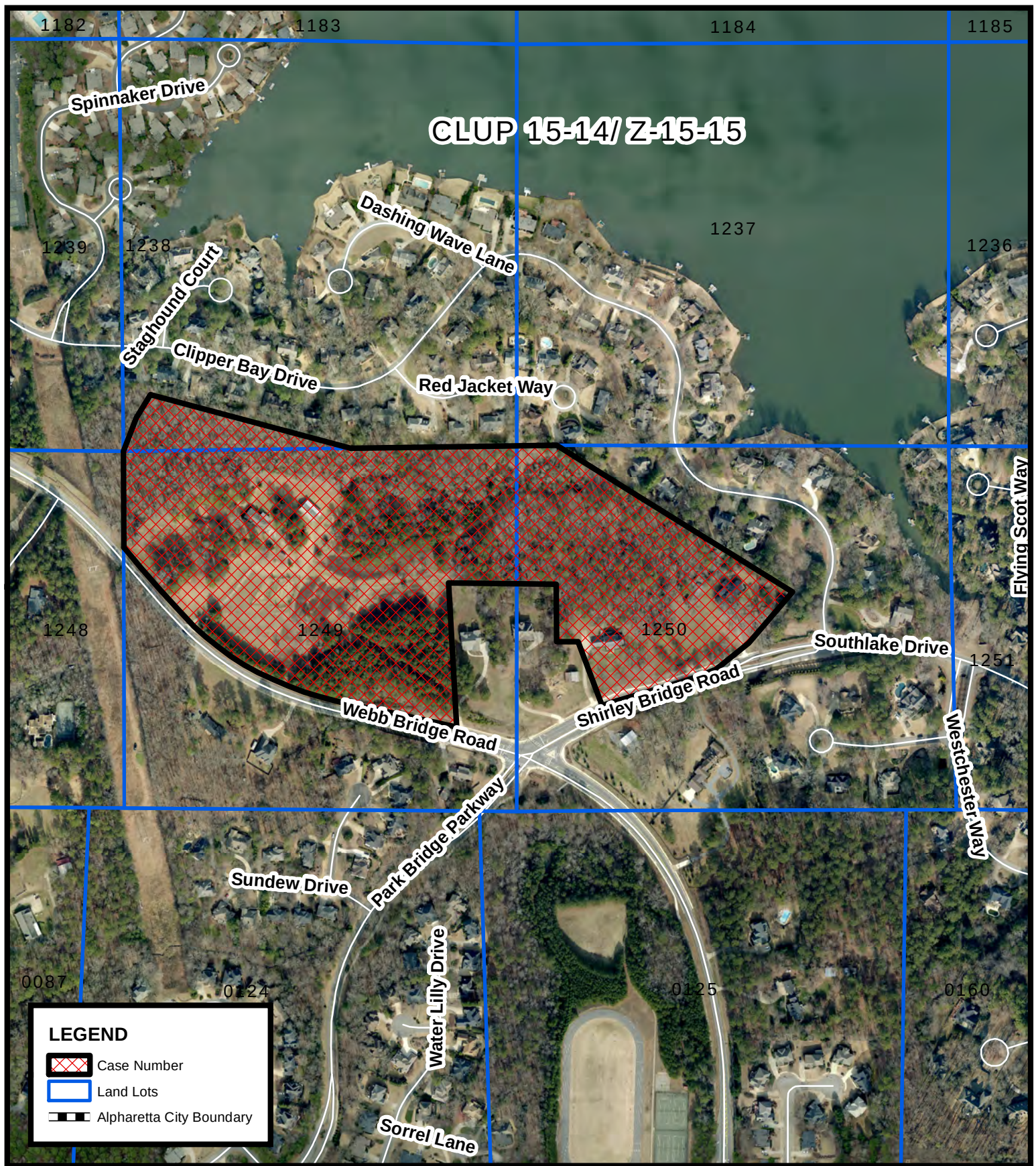
CLUP 15-14/ Z-15-15

D/LL: 2/1/1238,
1249, 1250

PC Date: **12/03/2015**

CC Date: **12/14/2015**

Location Map Provided by:
Community Development - GIS



Location Map Oak Hall Companies Webb Bridge Tract

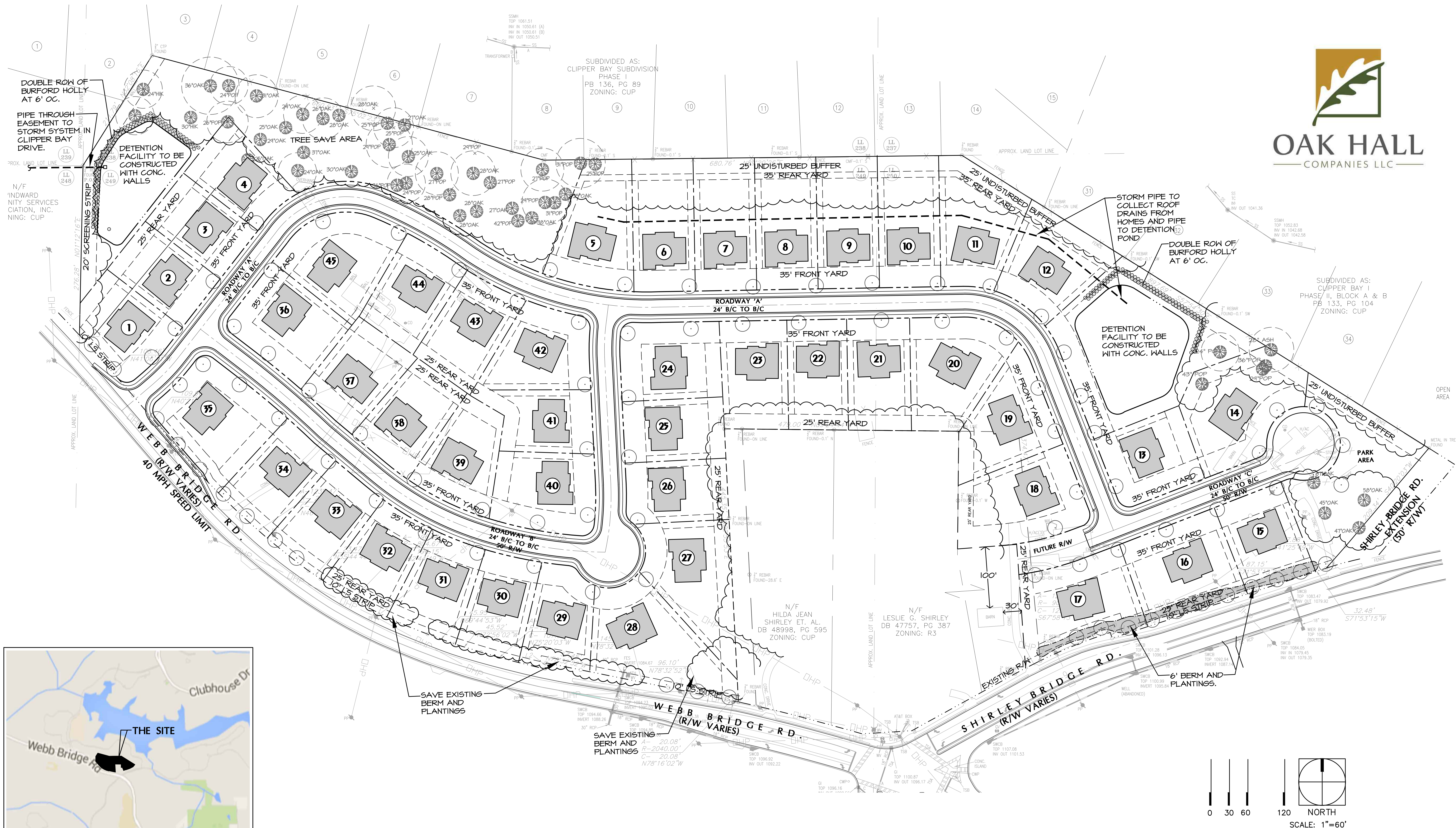
CLUP 15-14/ Z-15-15

D/LL: 2/1/1238,
1249, 1250

PC Date: **12/03/2015**

CC Date: **12/14/2015**

Location Map Provided by:
Community Development - GIS



LOCATION MAP
NTS

SITE SUMMARY	
SITE INFORMATION	
CURRENT ZONING:	AG-1, RES, R22
PROPOSED ZONING:	R-15
SITE AREA:	+/- 30.22 ACRES
RESIDENTIAL	
SINGLE FAMILY LOTS:	45 LOTS
ATTACHED GARAGE	
100' WIDE, 15,000 SF MIN LOT	
DENSITY	
DENSITY OVERALL PROJECT:	45 UNITS / 30.22 ACRES = 1.44 UNITS/ACRE
SURVEY	
BOUNDARY & TOPO INFORMATION OBTAINED FROM MCFARLAND DYER & ASSOC.	
DATED OCTOBER 2015	
PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE PER FIRM MAP, 13 117C0230F	

WEBB BRIDGE RD TRACT

ZONING PLAN

PROJECT LOCATED IN LAND LOTS 1238, 1244 & 1250 OF THE 2ND DISTRICT, 1ST SECTION, FULTON, COUNTY GEORGIA

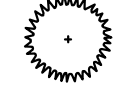
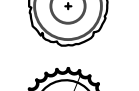
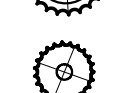
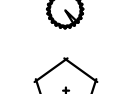
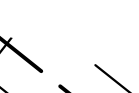
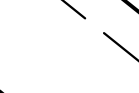
prepared for
Oak Hall Companies, LLC
5256 Peachtree Road, Suite 195
770-662-5995
Atlanta, GA 30341

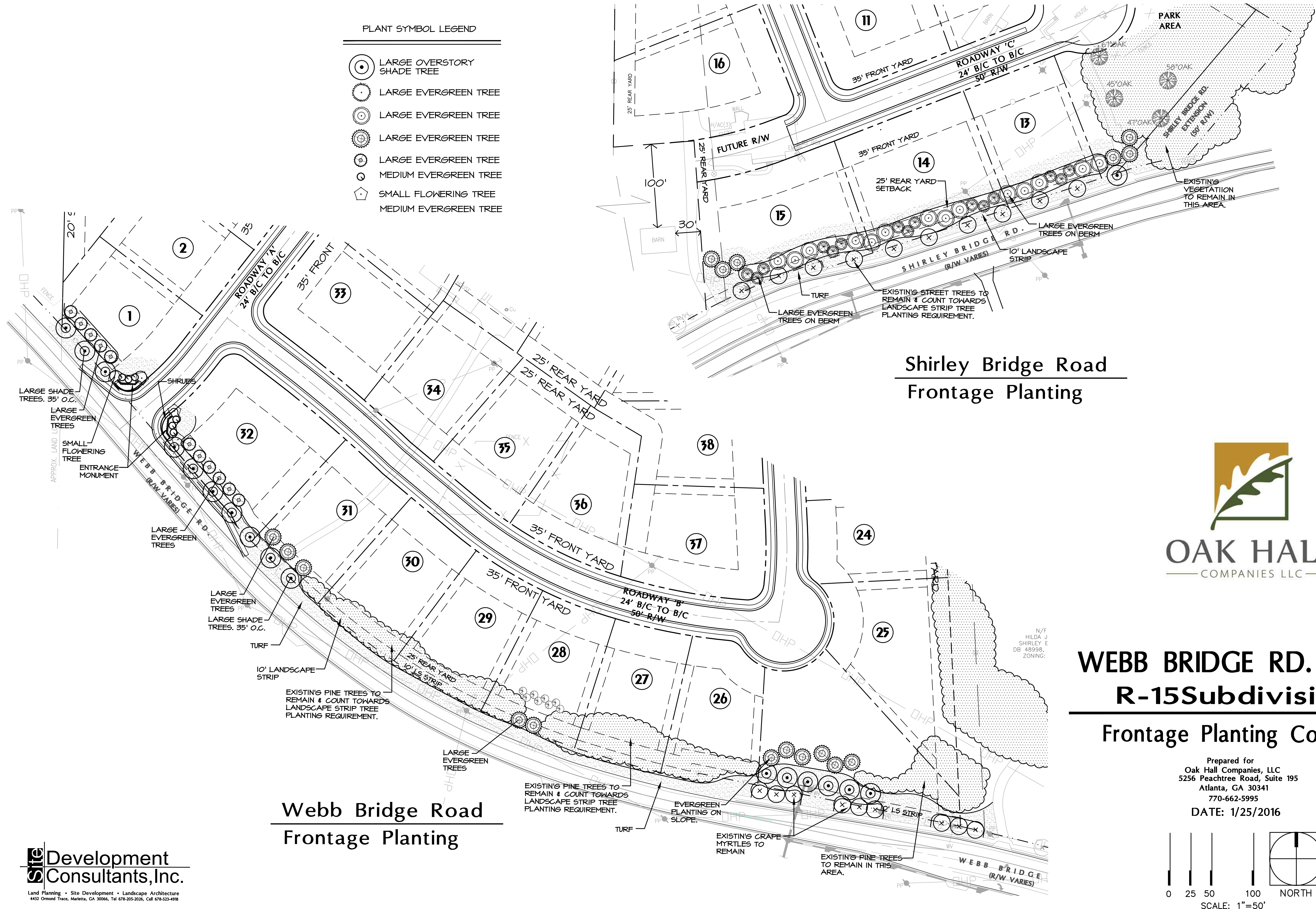
DATE: 12/3/2015



OAK HALL
— COMPANIES LLC —

PLANT SYMBOL LEGEND

-  LARGE OVERSTORY SHADE TREE
-  LARGE EVERGREEN TREE
-  LARGE EVERGREEN TREE
-  LARGE EVERGREEN TREE
-  LARGE EVERGREEN TREE
-  MEDIUM EVERGREEN TREE
-  SMALL FLOWERING TREE
-  MEDIUM EVERGREEN TREE



Shirley Bridge Road Frontage Planting

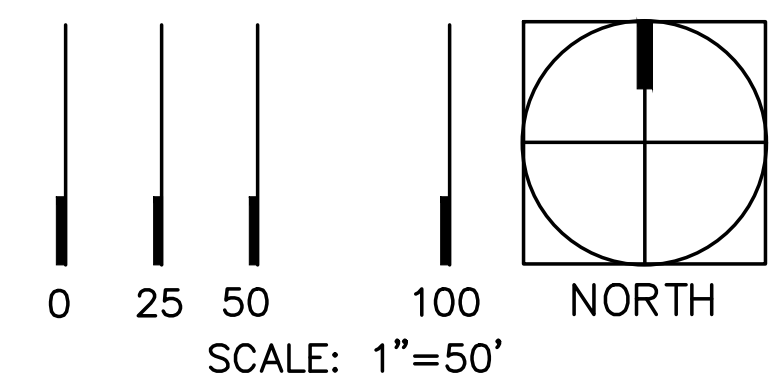
Webb Bridge Road Frontage Planting



WEBB BRIDGE RD. TRACT R-15Subdivision Frontage Planting Concept

Prepared for
Oak Hall Companies, LLC
5256 Peachtree Road, Suite 195
Atlanta, GA 30341
770-662-5995

DATE: 1/25/2016





LOCATION MAP
NTS

SITE SUMMARY

SITE INFORMATION	
CURRENT ZONING:	AS-1, RES, R22
PROPOSED ZONING:	R-22
SITE AREA:	+/- 30.22 ACRES
RESIDENTIAL	
SINGLE FAMILY LOTS:	41 LOTS
ATTACHED GARAGE:	100' MIN WIDTH, 22,000 SF MIN LOT
DENSITY	
DENSITY OVERALL PROJECT:	41 UNITS / 30.22 ACRES = 1.35 UNITS/ACRE
SURVEY	
BOUNDARY & TOPO INFORMATION OBTAINED FROM MCFARLAND DYER & ASSOC.	
DATED OCTOBER 2015.	
PROPERTY DOES NOT LIE WITHIN A FLOOD ZONE PER FIRM MAP: 13 17TC0230F	

WEBB BRIDGE RD TRACT

PROJECT LOCATED IN LAND LOTS 1238, 1244 & 1250 OF THE 2ND DISTRICT, 1ST SECTION, FULTON, COUNTY GEORGIA

R22 SITE PLAN

prepared for
Oak Hall Companies, LLC
5256 Peachtree Road, Suite 195
770-662-5995
Atlanta, GA 30341

DATE: 11/10/2015

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Webb Bridge Subdivision

Contact Name: Tad Braswell

Telephone: 404-234-6669

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

all property owners within 500' of the property will be invited

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

☒ Letter

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

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

We will send out a letter explaining our development and accept comments by mail, email, telephone and we will have a public meeting.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Clup -15-14/Z-15-15 Webb Bridge Road Subdivision

Contact Name: Tad Braswell

Telephone: 234-6669

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

The concerns the people in attendance are as follows: The buffer or plantings along or northern boarder that abuts Windward, the drainage off of our property 

and how the stormwater and drainage will be handled, erosion control during the development and construction phases, traffic and the right in/ right out

entrance on Shirley Bridge Road, that the development be constructed as per the plan we present at the zoning hearing.

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



Letter



Personal Visits



Telephone



Group Meeting



Email

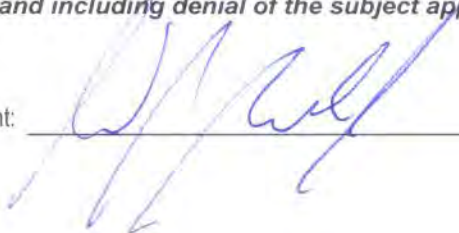


Other (Please Specify)

We followed up with Emails to those whp attended.

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

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

Signature of Authorized Agent: 

Date: 10-19-15

Print Form



Thursday, October 15, 2015

Community Information Meeting
Webb Bridge Road/Shirley Tracks
Alpharetta Zoning Case #CLUP-15-14/Z-15-15

Sign-In Sheet

Name	Address	Email
<u>Lei Shi</u>	<u>140 Clipper Bay Drive</u>	<u>cn1sl140@hotmail.com</u>
* <u>Maria Harris</u>	<u>155 Clipper Bay Drive</u>	<u>McMachew@Comcast.net</u>
* <u>Jenny Sablowski</u>	<u>130 Clipper Bay Dr.</u>	<u>jennysablowski@gmail.com</u>
<u>Windy Jones</u>	<u>11870 Little Creek Crossing</u>	<u>goldyall@aol.com</u>
<u>Stan & Kay Walker</u>	<u>4360 Webb Br. Rd.</u>	<u>SWalker@MMC-LLC.com</u>
<u>Chris Palmer</u>	<u>815 Travertine Ln</u>	<u>chmpalmer@telusouth.net</u>
<u>David Baker</u>	<u>6405 Spinnaker Ln</u>	<u>dbudhbakerjr@mindspring.com</u>
* <u>Dawn Duerr</u>	<u>318 Clipper Bay Dr</u>	<u>Theduerrfamily@att.net</u>
<u>Amy Herington</u>	<u>4360 Webb Bridge Rd</u>	<u>Aherington@AOL.com</u>
<u>Bruce Morton</u>	<u>170 CLIPPER BAY</u>	<u>BMORTON02@GMAIL.com</u>

Name

Address

Email

Jim Gilvin

600 Newport Shore

Jimgilvin@bellsouth.net

Tim Doxsey

381 Clipper Bay Dr.

PCDOXSEY@comcast.net
tsdoxsey@comcast.net

JOSK' ANEZ

180 CLIPPER BAY DR

fivejma@aol.com

WAITES TERRY LEN
325 DASHING WAVE LN
ALPHARETTA, GA 30005

HEAVER ROBERT GARY & PATRICIA ANN
260 CLIPPER BAY DR
ALPHARETTA, GA 30005

WINDWARD COMMUNITY SERVICES ASSN
INC
1235 OLD ALPHARETTA RD STE 100
ALPHARETTA, GA 30005-2902

COX STEPHEN & RUBINA MONLDEEN
328 CLIPPER BAY DR
ALPHARETTA, GA 30005

ZULAUF JASON B & HOLLY R
3330 SUNDEW CT
ALPHARETTA, GA 30005

PONZIO DIANE M
320 DASHING WAVE LN
ALPHARETTA, GA 30005-4232

PAUTZ MARTIN R & ROBIN S
430 RED JACKET WAY
ALPHARETTA, GA 30005-4246

DUERR GUY M & DAWN W
318 CLIPPER BAY DR
ALPHARETTA, GA 30005

ROWLAND KATHLEEN S
230 CLIPPER BAY DR
ALPHARETTA, GA 30005

HAYES DEANNE
1861 CLUB DR
GREENSBORO, GA 30642

HENDRICKS JEFFREY A & FERYAL K
341 CLIPPER BAY DR
ALPHARETTA, GA 30005

DOXSEY TIMOTHY S & PATRICIA C
381 CLIPPER BAY DR
ALPHARETTA, GA 30005-4226

SWANSON CHARLES W & CAROL J
510 FLYING SCOT WAY
ALPHARETTA, GA 30005

ALFORD JOHN G & SHERRY L
290 CLIPPER BAY DR
ALPHARETTA, GA 30005

ANDERSON REBECCA E & ANDERSON MARK
112 FLYING SCOT CT
ALPHARETTA, GA 30005

ANEZ JOSE M & NANCY F
180 CLIPPER BAY DR
ALPHARETTA, GA 30005-4218

AREHART CHARLES & KIMBERLY K
405 RED JACKET WAY
ALPHARETTA, GA 30022

ARFELI JEROME & ARFELI MARY L
100 WESTCHESTER WAY
ALPHARETTA, GA 30005

AZAR GORDON J JR
113 FLYING SCOT CT
ALPHARETTA, GA 30005

BACHARACH ROY A & SANDRA ELENA
121 WESTCHESTER WAY
ALPHARETTA, GA 30005

BALIAN ROBERT K & WONG KAH LEE
235 CLIPPER BAY DR
ALPHARETTA, GA 30005-4224

BARILLAS NEFI & MARY M
185 CLIPPER BAY DR
ALPHARETTA, GA 30005-4220

BATES CARLTON J & BARBARA M
210 CLIPPER BAY DR
ALPHARETTA, GA 30005-4222

BESSON SHARON D & COLDRON BETTIE
4180 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

BRASLAVSKY CARLOS & BRASLAVSKY
STEPHANIE
141 CLIPPER BAY DR
ALPHARETTA, GA 30005

BRYANT TONY J & KIM C
160 CLIPPER BAY DR
ALPHARETTA, GA 30005

BURCH RONALD L & VALERIE M
410 RED JACKET WAY NE
ALPHARETTA, GA 30005

CANTU LEO M & CHRISTI M
105 CLIPPER BAY DR
ALPHARETTA, GA 30005

CARSON RAYMOND D & SALLY
175 CLIPPER BAY DR
ALPHARETTA, GA 30005-4220

CHAN FUNG YING & LI YINYE
125 STAGHOUND CT
ALPHARETTA, GA 30005

CHAN KWOK HING & CHAN PIK FUNG
115 STAGHOUND CT
ALPHARETTA, GA 30005

CHEN EDWARD Y & MARUTA NAOMI
350 DASHING WAVE LN
ALPHARETTA, GA 30005

CHESSON TIMOTHY B & MAURA B
310 DASHING WAVE LN
ALPHARETTA, GA 30005

CHIBUCOS MELISSA A & MUELLER MICHAEL J
500 FLING SCOTT WAY
ALPHARETTA, GA 30005

CONNOR JOHN M & GAIL R
102 FLYING SCOT CT
ALPHARETTA, GA 30005-4234

COOK BRIAN G & JULIE ANN
520 FLYING SCOT WAY
ALPHARETTA, GA 30005

COX STEPHEN & RUBINA MONLDEEN
328 CLIPPER BAY DR
ALPHARETTA, GA 30005

CRISP ADRIAN M & CRISP YVONNE
12301 MASTERS WAY
ALPHARETTA, GA 30005

CULBERTSON DEBORAH FOLLETTE
308 CLIPPER BAY DR
ALPHARETTA, GA 30005

DANULES JOSEPH & DANULES MARY H
265 CLIPPER BAY DR
ALPHARETTA, GA 30005

DEIST BOERGE & MAECKEL KRISTIN
280 CLIPPER BAY DR
ALPHARETTA, GA 30005

DICKSON LANI & IRVIN
131 CLIPPER BAY DR
ALPHARETTA, GA 30005

DICKSON WILLIAM B. JR & DICKSON
MARGARET
450 RED JACKET WAY
ALPHARETTA, GA 30005

DOSSETT LINDA L & DOSSETT ANDREW JACK
1851 KILOUGH CHURCH RD
DAWSONVILLE, GA 30534

DOXSEY TIMOTHY S & PATRICIA C
381 CLIPPER BAY DR
ALPHARETTA, GA 30005-4226

DUERR GUY M & DAWN W
318 CLIPPER BAY DR
ALPHARETTA, GA 30005

FALCON GEORGE H & GRAYSON T
111 CLIPPER BAY DR
ALPHARETTA, GA 30005

FILIPSKY CARMEN JURIKOVA
425 RED JACKET WAY
ALPHARETTA, GA 30005

FULTON COUNTY BOARD OF EDUCATION
786 CLEVELAND AVE
ATLANTA, GA 30315

GREER PEGGY S
291 CLIPPER BAY DR
ALPHARETTA, GA 30005

GUEST CAITLIN ANN
4185 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

GUMP F THOMAS & CLARE L
103 FLYING SCOT CT
ALPHARETTA, GA 30005-4234

HAISCH HERMAN F & MILDRED ANN C
275 CLIPPER BAY DR
ALPHARETTA, GA 30005-4224

HAMBY JAMES ALLEN
440 RED JACKET WAY
ALPHARETTA, GA 30005

HAMMOND STEPHEN C & LYNCH HAMMOND
CECILIA M
330 DASHING WAVE LN
ALPHARETTA, GA 30005

HARPER STEVE P & CHOW JENNY
245 CLIPPER BAY DR
ALPHARETTA, GA 30005

HASELTON MARK B
321 CLIPPER BAY DR
ALPHARETTA, GA 30005-4226

HARRIS E WILLIAM & MARIA A
155 CLIPPER BAY DR
ALPHARETTA, GA 30202

HAYES DEANNE
1861 CLUB DR
GREENSBORO, GA 30642

HAZELRIG TIMOTHY C & GUNNA
500 CAMBRIDGE CT
ALPHARETTA, GA 30005

HEATH ROBERT D & CYNTHIA L
511 CAMBRIDGE CT
ALPHARETTA, GA 30005

HEAVER ROBERT GARY & PATRICIA ANN
260 CLIPPER BAY DR
ALPHARETTA, GA 30005

HELD GARY L
420 RED JACKET WAY
ALPHARETTA, GA 30005-4246

HENDRICKS JEFFREY A & FERYAL K
341 CLIPPER BAY DR
ALPHARETTA, GA 30005

HOLDER AUBREY E & NAN L
122 FLYING SCOT CT
ALPHARETTA, GA 30005

HULSMAN GRANDCHILDRENS TRUST
510 CAMBRIDGE CT
ALPHARETTA, GA 30005

JACOB RANDALL J & JACOB SANDRA M
340 DASHING WAVE LANE
ALPHARETTA, GA 30005

JAMES FRANK BURZOTTA TRUST THE
105 STAGHOUND CT
ALPHARETTA, GA 30004

JONES ALEX & JONES JANE ELLEN
305 DASHING WAVE LANE
ALPHARETTA, GA 30005

JONES LEONARD F & BARBAREE W
4175 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

JURKIEWICZ SARAH & WARD GREGORY
4170 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

KHANDAR SHILPA R & RAMABHATLA KIRAN
100 CLIPPER BAY DR
ALPHARETTA, GA 30005

KNIGHT ROBERT W III
315 DASHING WAVE LN
ALPHARETTA, GA 30005-4232

KUMMER MICHAEL
3331 SUNDEW CT
ALPHARETTA, GA 30005

LEWCHANIN PETER C III LEWCHANIN SANDRA
121 CLIPPER BAY DR
ALPHARETTA, GA 30005

LITTON LESLIE M
250 CLIPPER BAY DR
ALPHARETTA, GA 30005

LORETTA A & JAMES S RAUSCH
QUALIFIED PERSONAL RESIDENCE TRUST
361 CLIPPER BAY DR
ALPHARETTA, GA 30005

MARIE DAWN
510 INLET WOODS CT
ALPHARETTA, GA 30005

MARTIN DEXTR A & KATHLEEN A
3320 SUNDEW CT
ALPHARETTA, GA 30005

MC FARLIN MICHAEL J
4165 WEBB BRIDGE RD
ALPHARETTA, GA 30005

MC GILL DOROTHY D
501 CAMBRIDGE CT
ALPHARETTA, GA 30005-4216

MOORE DARREN THORNTON & TRACEY LYNN
415 RED JACKET WAY
ALPHARETTA, GA 30005

MORTON BRUCE E & CARINA
170 CLIPPER BAY DR
ALPHARETTA, GA 30005-4218

NEVINS CURTIS D & SUSAN S
212 CUTTY SARK WAY
ALPHARETTA, GA 30005-4221

OLIVIER LAURENCE RICHARD & ELMI
145 STAGHOUND CT
ALPHARETTA, GA 30005

ONOFIOK BOBBY & ONOFIOK GRACE
545 INLET WOODS CT
ALPHARETTA, GA 30005

ORGAS TAMARA D
165 CLIPPER BAY DR
ALPHARETTA, GA 30005

OSWALD PAUL E & BARBARA L
521 CAMBRIDGE CT
ALPHARETTA, GA 30005

PARADISO MARK & PARADISO MARY
240 CLIPPER BAY DR
ALPHARETTA, GA 30005

PARK FOREST HOMEOWNERS ASSOCIATION
INC
P O BOX 670177
MARIETTA, GA 30066

PATEL AVNISH & MEENA
2670 HAMPTONS CHASE
ALPHARETTA, GA 30005

PAUTZ MARTIN R & ROBIN S
430 RED JACKET WAY
ALPHARETTA, GA 30005-4246

PENLAND MARTHA C
535 FLYING SCOT WAY
ALPHARETTA, GA 30005

PETTRY JONATHAN R & PETTRY ELIZABETH E
190 CLIPPER BAY DR
ALPHARETTA, GA 30005

PIERCE JONATHAN & PIERCE BARBARA
120 CLIPPER BAY DR
ALPHARETTA, GA 30005

PONZIO DIANE M
320 DASHING WAVE LN
ALPHARETTA, GA 30005-4232

PRINSLOO NICOLAAS M
520 INLET WOODS CT
ALPHARETTA, GA 30005

PUFFENBERGER KIRK & CANDICE G
435 RED JACKET WAY
ALPHARETTA, GA 30005

REED REBECCA SUZANNE
205 CLIPPER BAY DR
ALPHARETTA, GA 30005

REEVES CLIFF P & CATHERINE
4165 BIG CREEK OVERLOOK
ALPHARETTA, GA 30005

RIEDL JOHN M & DIANNE
225 CLIPPER BAY DR
ALPHARETTA, GA 30005

ROBINSON DEREK O & LAURA A
520 CAMBRIDGE CT
ALPHARETTA, GA 30005

ROKHLIN ISAY ET AL
298 CLIPPER BAY DR
ALPHARETTA, GA 30005

ROWLAND KATHLEEN S
230 CLIPPER BAY DR
ALPHARETTA, GA 30005

RUPURED RAYMOND D SR & JEANNE C CO TRS
135 STAGHOUND CT
ALPHARETTA, GA 30005

SABLOWSKI MATTHEW D & JENNIFER L
130 CLIPPER BAY DR
ALPHARETTA, GA 30005

SHEELEY GLENN R & MACCARO ELEANOR G
200 CLIPPER BAY DR
ALPHARETTA, GA 30005

SHI LEI & ZHU LIN
140 CLIPPER BAY DR
ALPHARETTA, GA 30005

SICKELER LYNN G
110 CLIPPER BAY DR
ALPHARETTA, GA 30005-4218

SITE WALTER C & CAROLYN M
195 CLIPPER BAY DR
ALPHARETTA, GA 30005-4220

SMITH PAUL M & PAMELA S
215 CLIPPER BAY DR
ALPHARETTA, GA 30005-4224

SMITH TINA A
530 INLET WOODS CT
ALPHARETTA, GA 30005

SPRAGUE CHRIS S & REBECCA S
400 RED JACKET WAY
ALPHARETTA, GA 30005

SULLIVAN KIMBERLY C
331 CLIPPER BAY DR
ALPHARETTA, GA 30005

SWANSON CHARLES W & CAROL J
510 FLYING SCOT WAY
ALPHARETTA, GA 30005

TAYLOR BRYAN
3701 SPINNAKER CIR
ALPHARETTA, GA 30005

UNGER VERNON EDWIN III
300 DASHING WAVE LN
ALPHARETTA, GA 30005

WAITES TERRY LEN
325 DASHING WAVE LN
ALPHARETTA, GA 30005

WALKER KAY B
P.O. BOX 781
HOSCHTON, GA 30548

WALTON TODD L LOVE CAPUCINE
335 DASHING WAVE LN
ALPHARETTA, GA 30005-4232

WELCH FENDELL E & SANDRA O
285 CLIPPER BAY DR
ALPHARETTA, GA 30002

WHITT TIMOTHY L & FREEL WHITT LORENA J
270 CLIPPER BAY DR
ALPHARETTA, GA 30005

WILLAIMS JULIA S & WILLIAM D
371 CLIPPER BAY DR
ALPHARETTA, GA 30005

WINDWARD COMMUNITY SERV ASSN INC
1235 OLD ALPHARETTA RD STE 100
ALPHARETTA, GA 30005-2902

WISTRAND DAVID R
545 FLYING SCOT WAY
ALPHARETTA, GA 30005-4237

YEAGER DANIEL CRAIG & YEAGER CHRISTINA
MARIE
3321 SUNDEW CT
ALPHARETTA, GA 30005

ZULAUF JASON B & HOLLY R
3330 SUNDEW CT
ALPHARETTA, GA 30005

ZYGMONT DAVID & BUTLER CAROL
5996 MITCHELL RD #6
SANDY SPRINGS, GA 30328



Memorandum

Date: November 16, 2015

From: Marc R. Acampora, PE

Subject: Trip Generation Study for Proposed Webb Bridge Windward Tract
City of Alpharetta, Fulton County, Georgia

The anticipated trip generation was calculated for a proposed single family residential development in the City of Alpharetta. The proposed Webb Bridge Windward Tract will consist of 45 single family homes to be located along the north side of Webb Bridge Road as shown in Figure 1. The site plan for the proposed development is shown in Figure 2.

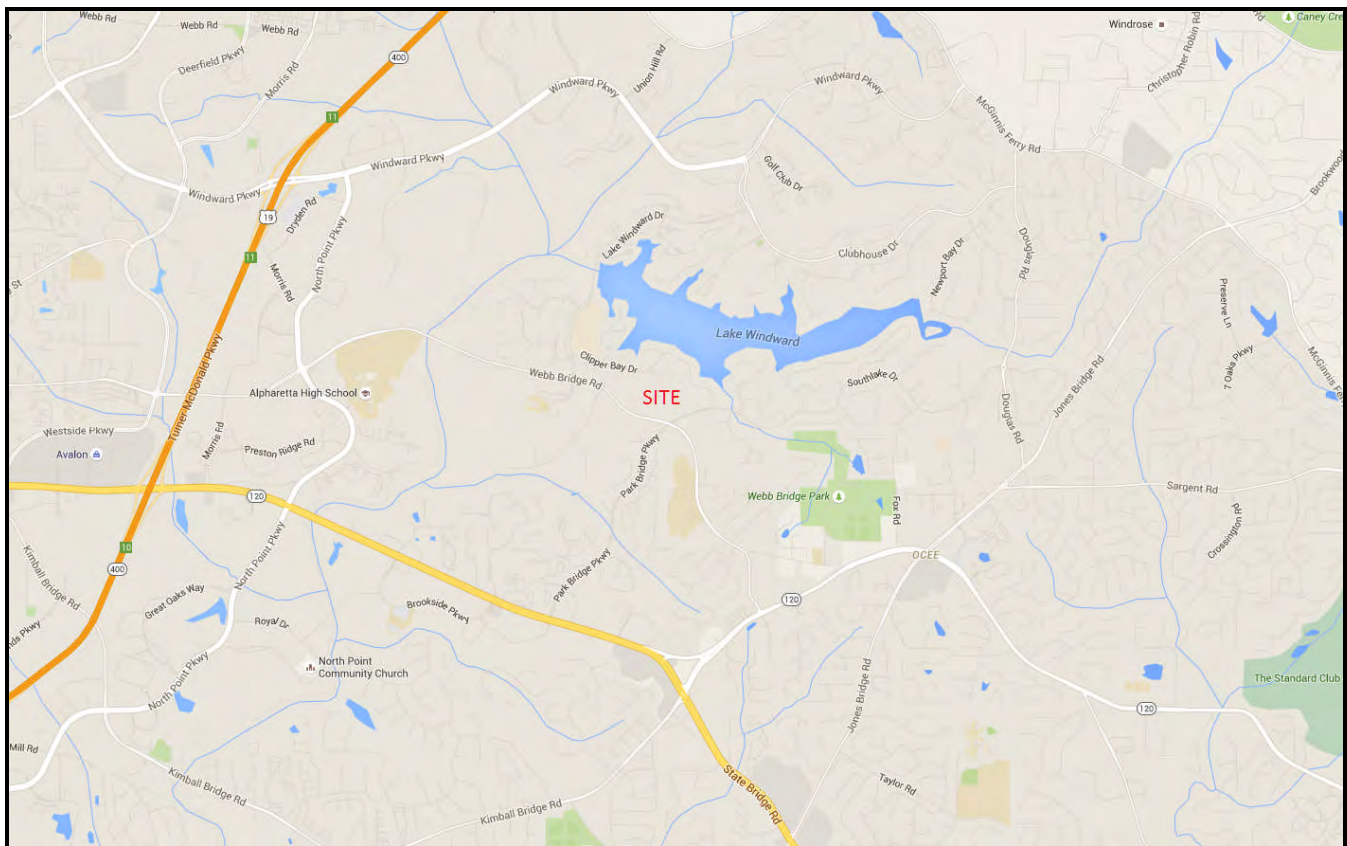


Figure 1 – Webb Bridge Tract Location Map

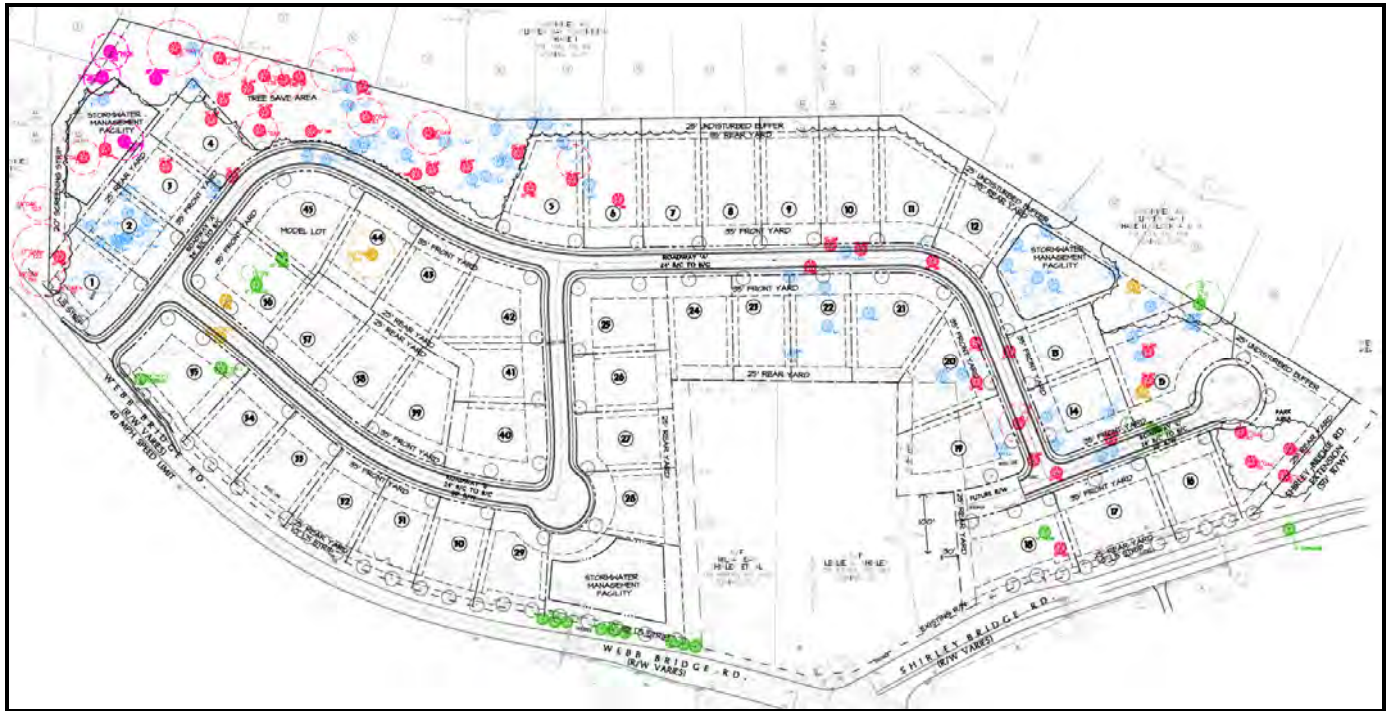


Figure 2 – Webb Bridge Tract Site Plan

The volume of traffic that will be generated by the proposed development was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. This document is the traffic engineering industry standard to determine the volume of traffic that a development will generate. Its data is based on traffic counts collected at similar facilities nationwide. The trip generation for the Webb Bridge subdivision was calculated using ITE Land Use 210 – Single-Family Detached Housing and is shown in Table 1.

Table 1 – Webb Bridge Windward Tract Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour 2-Way
			In	Out	Total	In	Out	Total	
Single Family	210	45 homes	10	31	41	32	19	51	504

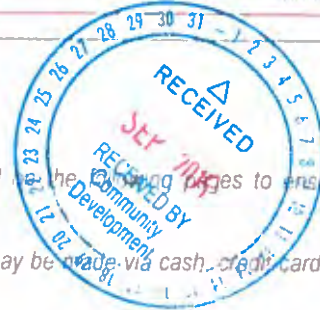
CITY OF ALPHARET

PUBLIC HEARING APPLICATION

CLUP-15-14/Z-15-15
OAK HALL COMPANIES/WEBB
BRIDGE RD TRACT

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

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



Contact Information:

Contact Name Oak Hall Companies LLC Telephone 770-662-5995

Address 5256 Peachtree Road Suite 195

City Atlanta State GA Zip 30341 Fax 678-262-3588

Mobile Tel 404-234-6669 Email tad@oakhallcompanies.com

Subject Property Information:

Address: 4202 Webb Bridge Road Current Zoning AG & R-22

District: 2 Section: 1 Land Lot: 1236 1249 Parcel ID: see attached

Proposed Zoning: R-15 Current Use: 4 single family homes

This Application For (Check All That Apply):

- | | |
|--|--|
| ☐ Conditional Use | ☐ Master Plan Amendment |
| ☒ Rezoning | ☐ Master Plan Review |
| ☐ Variance | ☐ Public Hearing |
| ☒ Comprehensive Plan Amendment | ☐ Other (Specify) _____ |

21 559012490414

21 559012490729

21 559012490422

21 559012490703

21 559012490448

21 559012490745

21 559012490711

21 559012490737

21 563012370261

APPLICANT REQUEST AND INTENT

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

It is the desire of the applicant to develop the site as fee simple for sale detached single family homes

Applicant's Request *(Please itemize the proposal)*

The applicant is requesting to rezone the property to the R-15 zoning classification. It is our intent to develop fee simple detached single family homes

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

See letter of intent

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

The subject property is surrounded by The Lake Windward Development - a large master planned community with differing lot sizes. Our proposed development has lot sizes that are the same as the average lot size in Windward and we are at a density of less than 20 units to the acre.

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

Should the property be developed as we propose, it will have a positive effect on surrounding homes.

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

It is unreasonable to expect the property's highest and best use is for agricultural purposes. There are very few working farms of this size property and located on a major east-west corridor.

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

There would be an increase in population and traffic. However, our proposed density is the anticipated density of the Future Land Use Plan at under 20 units to the acre.

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

There would be an increased impact on schools and utilities. However, our proposed density is the anticipated density of the Future Land Use Plan at under 20 units to the acre.

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

Our proposed density is the anticipated density of the Future Land Use Plan at under 20 units to the acre. However, we are requesting a change to the Comprehensive plan due to the zoning classification we are requesting. The Plan anticipates a Very Low Density (less than 2 units per acre) but only allows for R or R-22 designations. We are proposing R-15 but our plan has less than 20 units per acre.

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

There are currently 5 homes on the property and 2 will remain. The properties are owned by several members of the same family. They are long time members of the community. Two of the properties are in estates and the estates need to be settled.

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

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name Martha Stone Telephone _____
Address 4245 Webb Bridge Rd Suite _____
City Alpharetta State GA Zip 30005

Authorization:

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

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

- | | |
|--|--|
| ☐ Re-zoning | ☐ Special Use |
| ☒ Re-opening | ☐ Conditional Use |
| ☐ Variance | ☐ Master Plan |
| ☒ Land Use Application | ☐ Other _____ |

Identify Authorized Applicant

Name of Authorized Applicant Oak Hall Companies, LLC Telephone 770-662-5495
Address 5256 Peachtree Rd Suite 195
City Atlanta State GA Zip 30341

So Sworn and Attested:

Owner Signature Martha L. Stone Date 9-1-2015

Notary:

Notary Signature Rhonda Kathy Little Date 9/1/15



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name H. Idu Telephone 770-667-0383
Address 4290 Webb Bridge Rd Suite _____
City Alpharetta State GA Zip 30005

Authorization:

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

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

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

Identify Authorized Applicant:

Name of Authorized Applicant Oak Hall Companies, LLC Telephone 770-662-5995
Address 5256 Peachtree Road Suite 195 Suite 195
City Atlanta State GA Zip 30341

So Sworn and Attested:

Owner Signature Helen J. Shurley Date _____

Notary:

Notary Signature Rhonda Kathy Little Date 9/1/15

PROPERTY OWNER AUTHORIZATION

Property Owner Information: ESTATE OF HERBERT C. DODD

Contact Name GREGORY S. DODD

Telephone 770-826-9267

Address 11770 HAYNES BRIDGE RD.

Suite 205-310

City ALPHARETTA

State GA

Zip 30009

Authorization:

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

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

☐ Annexation

☐ Special Use

☒ Rezoning

☐ Conditional Use

☐ Varian

☐ Master Plan

☒ Land Use Application

☐ Other _____

Identify Authorized Applicant:

Name of Authorized Applicant Oak Hall Companies, LLC

Telephone 770-662-5495

Address 5256 Peachtree Road Suite

City Atlanta

City Atlanta

State GA

Zip 30341

So Sworn and Attested:

Notary Signature

Gregory S. Dodd

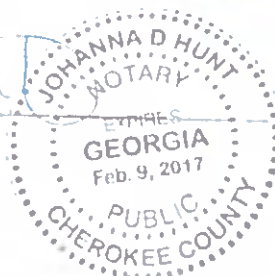
Date 9-1-2015

EXECUTOR FOR THE ESTATE OF HERBERT C. DODD

Notary:

Notary Signature

Johanna D. Hunt



Date 9/1/15

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Marjorie S. Harris Telephone: 770-663-4464
Address: 150 Clipper Bay Drive Suite: _____
City: Alpharetta, State: GA Zip: 30005

Authorization:

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

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

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

Identify Authorized Applicant:

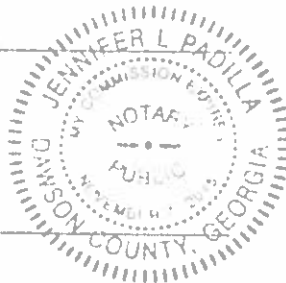
Name of Authorized Applicant: OAK HALL Companies Telephone: 770-662-5995
Address: 5256 Peachtree Rd Suite: 195
City: Atlanta State: GA Zip: 30341

So Sworn and Attested:

Owner Signature: Marjorie S. Harris Date: 9-1-15

Notary:

Notary Signature: J. Padilla Date: 9-1-15



From: Rosetta Dillard Work
Subject: Fwd: Emailing, Scan0005
Date: August 31, 2015 at 7:29 PM
To: Stan And Anne

Louis Okoniewski

Good evening everyone

I have attached a property owner authorization to everyone to sign and to get it notarized. The good news is the developer is trying to get the zoning application submitted tomorrow. They didn't think they could get this in this quick but have had great meetings with Winward and the City of Alpharetta. That being said I will need to get originals tomorrow. I will be happy to come to your homes to pick them up or wherever you are located. Please let me know when I can pick them up. I appreciate your cooperation.

Rosetta Dillard
404 680-1895

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Name: Stanley B Shirley Phone: 770-475-6155
Address: 12050 Shirley Bridge Rd
City: Alpharetta State: Ga Zip: 30005

Authorization:

I, the undersigned, do hereby authorize the undersigned to execute the following zoning application on behalf of the property owner of the above described property. The undersigned hereby certifies that the undersigned is the owner of the above described property and that the undersigned is the owner of the above described property.

I, the undersigned, do hereby authorize the undersigned to execute the following zoning application on behalf of the property owner of the above described property. The undersigned hereby certifies that the undersigned is the owner of the above described property and that the undersigned is the owner of the above described property.

☒ I am the owner
☐ I am not the owner
☐ I am not the owner
☒ I am not the owner

Identity Authorized Applicant

Name: Stanley B Shirley Phone: 770-475-6155
Address: 12050 Shirley Bridge Rd
City: Alpharetta State: Ga Zip: 30005

So Sworn and Attested:

Signature: Stanley B Shirley Date: 9-1-15

Notary Johnnie L. Brooks III

My Sign is

Johnnie L. Brooks III

09/01/15



PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: MARJORIE S. HARRIS Telephone: 770-663-4464
Address: 150 CLIPPER BAY DRIVE Suite _____
City: ALPHARETTA State: GA Zip: 30005

Authorization:

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

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

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

Identify Authorized Applicant:

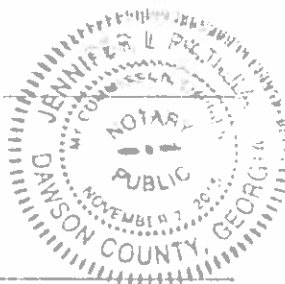
Name of Authorized Applicant: OAK HALL COMPANIES Telephone: 770-662-5995
Address: 5256 PEACHTREE RD Suite: 195
City: ATLANTA State: GA Zip: 30341

So Sworn and Attested:

Owner Signature: MARJORIE S. HARRIS Date: 9-1-15

Notary:

Notary Signature: [Signature] Date: 9-1-15



DISCLOSURE FORM

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

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

Name of Applicant or Opponent Oak Hall Companies, LLC

Subject Public Hearing Case Webb Bridge Subdivision

Campaign Contribution Information:

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

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

Name of Official N/A

Position

Description of Contribution N/A

Value

Description of Contribution N/A

Value

Description of Contribution N/A

Value

Description of Contribution N/A

Value

Description of Contribution N/A

Value

Campaign Contribution Information:

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

Signature



Date

9-1-15

Legal Description

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 1238, 1249 and 1250, 2nd District and 1st Section, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at the Land Lot corner common to Land Lots 1238, 1239, 1248, and 1249, which is the **POINT OF BEGINNING**; thence leaving said Land Lot corner North $32^{\circ}11'00''$ East, a distance of 212.00 feet to a point; thence South $75^{\circ}00'00''$ East, a distance of 660.75 feet to a point located on the Land Lot Line common to Land Lot 1238 and 1249; thence along said Land Lot Line North $89^{\circ}22'45''$ East, a distance of 680.64 feet through a Land Lot corner common to Land Lots 1237, 1238, 1249, and 1250 to a point; thence leaving said Land Lot Line South $57^{\circ}52'25''$ East, a distance of 897.46 feet to a point located on the northern right of way of Shirley Bridge Road Extension (50 feet right of way); thence along said right of way South $40^{\circ}16'55''$ West, a distance of 162.68 feet to a point; thence continuing along said right of way South $62^{\circ}19'33''$ West, a distance of 205.57 feet to a point where Shirley Bridge Road Extension becomes Shirley Bridge Road (50 feet right of way); thence along said right of way South $71^{\circ}32'04''$ West, a distance of 238.97 feet to a point; thence continuing along said right of way North $15^{\circ}57'22''$ West, a distance of 10.32 feet to a point; thence continuing along said right of way South $68^{\circ}02'56''$ West, a distance of 92.29 feet to a point; thence continuing along said right of way 25.70 feet along a curve to the left, said curve having a chord South $67^{\circ}19'51''$ West, a distance of 25.69 feet, and radius of 1025.09 feet to a point; thence leaving said right of way North $21^{\circ}57'04''$ West, a distance of 187.36 feet to a point; thence South $88^{\circ}57'50''$ West, a distance of 69.59 feet to a point; thence North $00^{\circ}40'00''$ East, a distance of 186.17 feet to a point; thence North $89^{\circ}20'00''$ West, a distance of 352.65 feet to a point; thence South $02^{\circ}57'46''$ East, a distance of 450.51 feet to a point on the northern right of way of Webb Bridge Road (60 feet right of way); thence along said right of way 16.90 feet along a curve to the left, said curve having a chord North $77^{\circ}46'42''$ West, a distance of 16.89 feet, and a radius of 1814.90 feet to a point; thence continuing along said right of way North $78^{\circ}02'42''$ West, a distance of 343.69 feet to a point; thence continuing along said right of way South $18^{\circ}58'58''$ East, a distance of 14.08 feet to a point; thence continuing along said right of way North $78^{\circ}14'05''$ West, a distance of 30.81 feet to a point; thence continuing along said right of way 476.28 feet along a curve to the right, said curve having a chord North $63^{\circ}28'57''$ West, a distance of 471.04 feet, and a radius of 924.96 feet to a point; thence continuing along said right of way North $45^{\circ}01'00''$ West a distance of 100.00 feet to a point; thence continuing along said right of way North $42^{\circ}49'00''$ West a distance of 100.00 feet to a point; thence continuing along said right of way North $40^{\circ}33'00''$ West, a distance of 239.23 feet to a point located on Land Lot Line common to Land Lot 1248 and 1249; thence leaving said right of way and along said Land Lot Line North $01^{\circ}15'00''$ East, a distance of 275.49 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 30.314 Acres.



September 1, 2015

Mr. Richard McLeod
Senior Planner
City of Alpharetta Planning & Zoning Dept.
2 Park Plaza
Alpharetta, GA 30009

Re Webb Bridge Road Rezoning

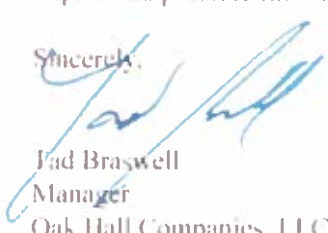
Dear Richard,

This is to serve as our letter of intent to modify the Comprehensive Land Use Plan classification of the subject property from "Very Low Density" to "Low Density". We feel our plan meets the intent of the Comprehensive Plan because the density we are requesting is less than 2.0 units to the acre. Which is the allowable density in the Very Low Density classification. We are requesting a Zoning Classification of R-15, which is not allowed in the Very Low Density designation.

As previously stated we are requesting to rezone the subject property from AG to R-15. The lot widths are 100' wide the same as R-22 and our lots range from 15,000 SF to 22,000 SF. We feel this is good Land Planning practices with our lots being a step down in size from the lots to our northern border transitioning to the south of our property being Webb Bridge Road a major east west corridor.

We are also aware of the special aspects of this property and the drainage challenges on the property. This property drains into Lake Windward and thru several existing lots. It is our intent to mitigate our impact and possible fix some downstream areas of concern.

Sincerely,



Tad Braswell
Manager
Oak Hall Companies, LLC

5256 Peachtree Road, Suite 195 · Atlanta, GA 30341 · 770-662-5995 · 678-262-3588 fax
www.oakhallcompanies.com

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name

Webb Bridge Subdivision

Contact Name Tad Braswell

Telephone 404-234-6669

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

all property owners within 500' of the property will be invited

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other (Please Specify)

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

We will send out a letter explaining our development and accept comments by mail, email, telephone and we will have a public meeting.



Memorandum

Date: September 2, 2015

From: Marc R. Acampora, PE

Subject: Trip Generation Study for Proposed Webb Bridge Windward Tract
City of Alpharetta, Fulton County, Georgia

The anticipated trip generation was calculated for a proposed single family residential development in the City of Alpharetta. The proposed Webb Bridge Windward Tract will consist of 53 single family homes to be located along the north side of Webb Bridge Road as shown in Figure 1. The site plan for the proposed development is shown in Figure 2.



Figure 1 – Webb Bridge Tract Location Map

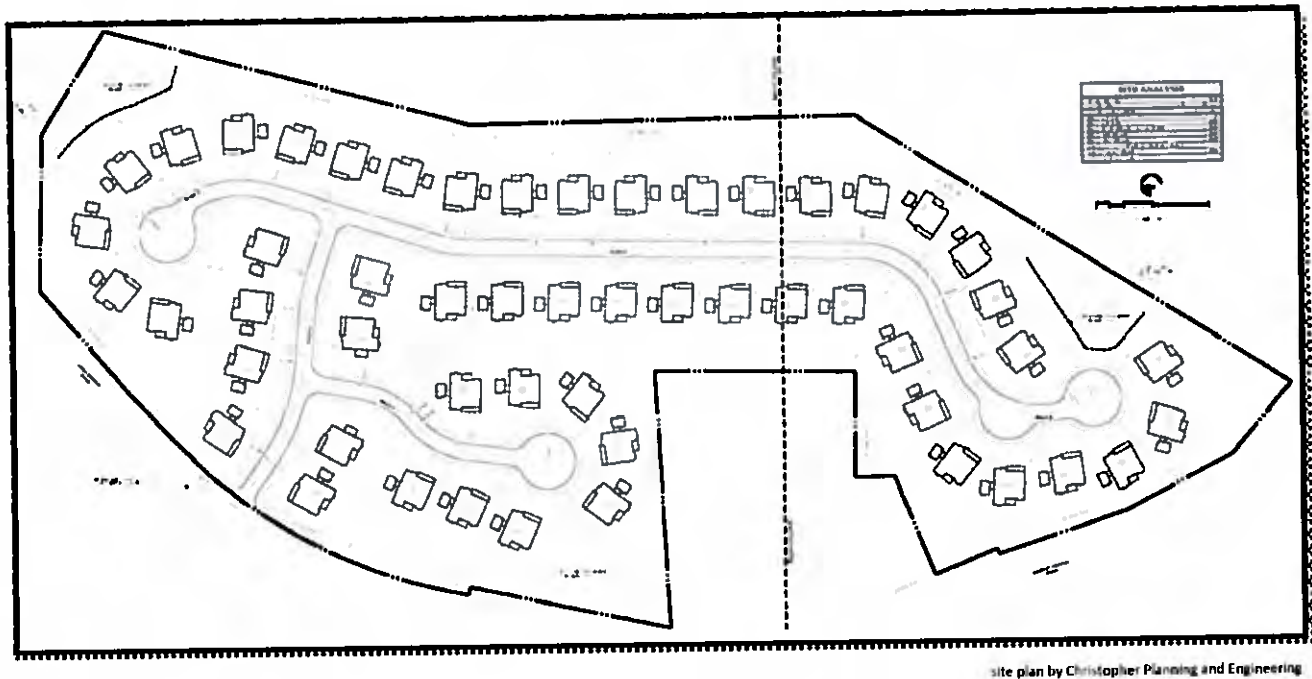


Figure 2 – Webb Bridge Tract Site Plan

The volume of traffic that will be generated by the proposed development was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. This document is the traffic engineering industry standard to determine the volume of traffic that a development will generate. Its data is based on traffic counts collected at similar facilities nationwide. The trip generation for the Webb Bridge subdivision was calculated using ITE Land Use 210 – Single-Family Detached Housing and is shown in Table 1.

Table 1 – Webb Bridge Windward Tract Trip Generation

Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Single Family	210	53 homes	12	35	47	37	22	59	586



BARNEYCASTLE FORESTRY SERVICES, INC.

ARBORICULTURE & FORESTRY CONSULTING

1962 COLONY OAKS DRIVE, SNELLVILLE, GA 30078 • 678.386.8623 FAX 770.919.2770 (GA)

August 27, 2015

Chris Wilson
Oak Hall Companies LLC
5256 Peachtree Road, Suite 195
Atlanta, GA 30341

Dear Chris:

Per our agreement, I have inventoried, inspected and evaluated all of the specimen size trees on the proposed development site on Webb Bridge Road in Alpharetta. I marked the trees with numbered yellow and white flagging tape.

Attached is a spreadsheet listing the trees by number, species, DBH, a description of the condition of the tree, and an opinion on whether or not the tree meets the condition requirements for a specimen tree. There are 51 trees denoted as specimen trees and 80 that are not.

Several of the trees have co-dominant stems that are a structural problem with trees. While co-dominant stems are not mentioned in the Alpharetta Tree Ordinance as a criterion that disqualifies them from specimen tree status, it is my opinion that trees with co-dominant stems that fork below 6 – 8 feet are structurally poor and are not specimen trees. I also deemed some trees with co-dominant stems above 6 – 8 feet if there were other problems or if the co-dominant stems appeared to be structurally unsound. I used other structural criteria (ex: heavy lean, 80% or more of crown on one side of the tree, etc.) to deem several of the trees as non-specimen quality. Of course, other problems such as decay, cavities, dieback (dead limbs), etc. were used to disqualify several trees as specimens.

Regarding size, the Ordinance says the size requirement for overstory hardwoods is 24 inches and larger. Ordinarily, I do not count trees that are 23.9 inches in diameter or less in these cases; however, the Alpharetta City Arborist informed me that hardwoods with diameters of 23.5 inches and higher should be included as specimen size trees, which I did.

Please call me for questions or further assistance.

Sincerely,

Chris Barneycastle, CA, RF

SPECIMEN TREE SURVEY FOR WEBB BRIDGE ROAD PROPOSED DEVELOPMENT SITE IN ALPHARETTA- Page 1 of 4

Tree #	Species	DBH	Condition	Specimen Tree?
1	Sweetgum	25"	All crown on south side of tree.	No
2	Sweetgum	34"-1'	2 co-dominant stems at 1' Larger stem topped on south side.	No
3	Yellow poplar	28"	Good condition.	Yes
4	Yellow poplar	45"-1'	3 co-dominant stems at 1'. Leaning and bending.	No
5	Yellow poplar	24"	Small crown. Epicormic branching.	No
6	Yellow poplar	37"	2 co-dominant stems at 6' Included bark.	No
7	Yellow poplar	28"	Epicormic branching. Large dead limb. Small crown.	No
8	Yellow poplar	32"-3'	3 co-dominant stems at 3'. Large cavity at base.	No
9	Black oak	26"	All crown on south side of tree.	No
10	Yellow poplar	40"-2'	2 co-dominant stems at 2'.	No
11	Yellow poplar	31"	Good condition	Yes
12	Yellow poplar	26"	Nectria canker. Cavity at base	No
13	Yellow poplar	28"	Good condition.	Yes
14	Yellow poplar	26"	Ivy into crown. Suppressed.	No
15	Yellow poplar	34"-2'	2 co-dominant stems at 3'. Cavity in larger stem at 20'.	No
16	Yellow poplar	25"	Good condition.	Yes
17	Yellow poplar	26"	Good condition.	Yes
18	Yellow poplar	24"	Large wounds/defects in main stem at 30' & 50'.	No
19	Yellow poplar	24"	Good condition.	Yes
20	Hickory	32"	Good condition	Yes
21(B)	Southern red oak	29"	Good condition.	Yes
22(B)	Black oak	37"	Good condition.	Yes
23(B)	Southern red oak	24"	Good condition.	Yes
24	Southern red oak	24"	Good condition.	Yes
25	Southern red oak	29"	Crown bending to west. Fungal conks at base. Ambrosia beetles.	No
26	Hickory	25"	Good condition.	Yes
27	Yellow poplar	26"	Good condition.	Yes
28	Hickory	24"	Good condition.	Yes
29	Hickory	24"	Good condition.	Yes
30	Hickory	30"	Large cavity on north side of main stem.	No
31	Black oak	36"	Good condition.	Yes
32	Yellow poplar	24"	Good condition.	Yes
33	Yellow poplar	26"	Good condition.	Yes
34	Black oak	27"	Good condition.	Yes
35	White oak	29"	2 co-dominant stems at 12' (large bulges). Several small dead limbs.	No
36	White pine	39"-1'	Several co-dominant stems at 3'.	No
37	White oak	24"	Good condition.	Yes
38	White oak	37"-3'	2 co-dominant stems at 5' (large bulges).	No
39	White oak	24"	1 large dead limb Otherwise, good condition.	Yes
40	Northern red oak	25"	50% dieback. Large cavity at base. Fungal conks.	No

SPECIMEN TREE SURVEY FOR WEBB BRIDGE ROAD PROPOSED DEVELOPMENT SITE IN ALPHARETTA - Page 2 of 4

Tree #	Species	DBH	Condition	Specimen Tree?
41	White oak	25"	Swelling in lower trunk. Heartrot.	No
42	Southern red oak	24"	Leaning to south. Dieback.	No
43	Yellow poplar	36"-grd	2 co-dominant stems at ground level.	No
44	Southern red oak	26"	Fungal growth at base. Leaning to south.	Yes
45	Northern red oak	26'	Good condition.	No
46	Northern red oak	28"	All crown on north side. 2 co-dominant stems at 30'.	No
47	Northern red oak	30"	Decay at base. Several large dead limbs. Strong lean to north.	No
48	Yellow poplar	41"-1'	3 co-dominant stems at 1'. Decay in crotch between stems.	No
49	Yellow poplar	33"	30% dieback. Cavity at base on south side.	No
50	Dogwood	9"	30% dieback.	No
51	Dogwood	9"	20% dieback.	Yes
52	Dogwood	10"-2'	Some dieback. Otherwise, good condition.	No
53	Dogwood	9"	Several large dead limbs.	No
54	Yellow poplar	83"-2'	4 co-dominant stems at 2'. Large cavities at base of stems. 80% hollow.	Yes
55	Dogwood	9"	Good condition.	No
56	Dogwood	12"-1'	2 co-dominant stems at 1'. 30% dieback.	No
57	Dogwood	19"-grd	3 co-dominant stems at ground level. Decay in stems. Large dead stubs.	Yes
58	Loblolly pine	30"	Good condition.	No
59	Yellow poplar	36"-1'	2 co-dominant stems at 3'.	No
60	Yellow poplar	25"	10" dead stub at 50'.	No
61	Northern red oak	27"	2 co-dominant stems at 20'. Large bulges.	Yes
62	Yellow poplar	25"	Good condition.	Yes
63	White oak	25"	Good condition.	Yes
64	Yellow poplar	24"	Good condition.	Yes
65	Yellow poplar	27"	Good condition.	Yes
66	Yellow poplar	28"	Good condition.	No
67	White oak	28"	Major decay in trunk. Fungal conks.	No
68	Southern red oak	28"	2 co-dominant stems at 40'. No limbs to 40'.	No
69	Yellow poplar	29"	Dead top.	Yes
70	Northern red oak	28"	Good condition.	Yes
71	Yellow poplar	29"	Good condition.	No
72	Northern red oak	27"	2 co-dominant stems at 20'. Large dead stubs.	No
73	Yellow poplar	42"-1'	2 co-dominant stems at 1'. Major decay at base.	No
74	Black oak	38"-1'	2 co-dominant stems at 3'. Decay in crotches.	Yes
75	Yellow poplar	29"	Good condition.	No
76	Yellow poplar	31"	2 co-dominant stems at 20'. Crook in stem at 20'.	No
77	Northern red oak	25"	Strong lean to north.	Yes
78	Yellow poplar	27"	Thin crown. Otherwise, good condition.	Yes
79	Yellow poplar	31"	Good condition.	No
80	Yellow poplar	25"	2 co-dominant stems at 20'.	

SPECIMEN TREE SURVEY FOR WEBB BRIDGE ROAD PROPOSED DEVELOPMENT SITE IN ALPHARETTA - Page 3 of 4

Tree #	Species	DBH	Condition	Specimen Tree?
81	Yellow poplar	28"	Large dead limbs.	No
82	Yellow poplar	24"	Good condition.	Yes
83	Northern red oak	26"	2 co-dominant stems at 30'	No
84	Southern red oak	25"	Cavity at base. All weight of crown on south side. Lean to south	No
85	Yellow poplar	51"-2'	2 co-dominant stems at 2'. Cavity/decay in crotch.	No
86	Yellow poplar	51"-2'	2 co-dominant stems at 2'. Cavity/decay in crotch.	No
87	White oak	47"	All of crown on east side of tree. 2 co-dominant stems at 12'.	No
88	White oak	58"	Large limb failures. Large cavities in stub cuts.	No
89	Water oak	45"	80% of crown on east side. Large wound from 20" limb failure.	No
90	Water oak	67"	Decay/cavities in large limb cuts. Decay in buttress roots.	No
91	Loblolly pine	33"	Ivy into crown. Suppressed by ivy	No
92	Black walnut	36"	Good condition.	Yes
93	Yellow poplar	51"-3'	2 co-dominant stems at 3'. Large cavity at base	No
94	Yellow poplar	32"	Good condition	Yes
95	White oak	26"	3 co-dominant stems at 30'. Bulges below crotch	No
96	Water oak	24"	Portion of crown out	No
97	Yellow poplar	26"	Good condition	Yes
98	Yellow poplar	26"	Good condition	Yes
99	White oak	38"	3 co-dominant stems at 5'	No
100	Water oak	27"	All of crown on east side of tree. Decay at base	No
101	Yellow poplar	28"-3'	2 co-dominant stems at 6'. Bulges below crotch	No
102(B)	Yellow poplar	25"	Good condition.	Yes
103	Northern red oak	25"	Good condition	Yes
104	Yellow poplar	25"	Good condition.	Yes
105	Post oak	28"	2 large dead limbs.	No
106	Yellow poplar	25"	Good condition.	Yes
107	Yellow poplar	24"	Good condition.	Yes
108	Yellow poplar	39"-2'	2 co-dominant stems at ground level.	No
109	Yellow poplar	30"	Large cavity at base.	No
110	Yellow poplar	28"	2 large dead limbs.	No
111	Yellow poplar	25"-2'	2 co-dominant stems at 6". Large bulges.	No
112	Southern red oak	28"	Several large dead limbs.	No
113	Yellow poplar	24"	Good condition.	Yes
114	Northern red oak	31"	Bottle butt. Large limb failure.	No
115	Yellow poplar	53"-2'	2 co-dominant stems at 3'.	No
116	Southern red oak	30"	Most of crown on north side. Lean to north. Large dead limbs.	No
117	Water oak	27"-3"	2 co-dominant stems at 4'	No
118	Southern red oak	32"	Several large dead limbs.	No
119	Northern red oak	27"	2 co-dominant stems at 15'. Included bark.	No
120	Yellow poplar	29"	Good condition.	Yes

SPECIMEN TREE SURVEY FOR WEBB BRIDGE ROAD PROPOSED DEVELOPMENT SITE IN ALPHARETTA - Page 4 of 4

Tree #	Species	DBH	Condition	Specimen Tree?
121	Yellow poplar	25"	2 co-dominant stems at 20'	No
122(B)	Yellow poplar	26"	Good condition	Yes
123	Yellow poplar	35"-1'	2 co-dominant stems at 1' Large cavity at base	No
124	Yellow poplar	24"	Good condition	Yes
125	Yellow poplar	43"	2 co-dominant stems at 25' Decay in crotch between stems Leaning	No
126	Yellow poplar	29"	Good condition.	Yes
127	Southern red oak	28'	All of crown on east side of tree	No
128	Northern red oak	28"	All of crown on east side of tree Large dead branches	No
129	Yellow poplar	29"	Leaning to south	No
130	Yellow poplar	36"-2'	2 co-dominant stems at 3'	No
131	Ash	28"	Ivy to 40' Otherwise, good condition.	Yes

Notes - DBH is diameter at breast height measured at 4 5 feet above ground Trees with co-dominant stems that fork below 4 5 feet were measured at the narrowest point below the fork (B) indicates boundary tree





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development
Submitted By: Richard McLeod, Senior Planner
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: MP-15-06/V-15-12 MARRIOTT COURTYARD/PKWY 400 POD C

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:

Location Map, Zoning Map, Land Use Map, Aerial Map, Site Plan, Landscape Plan, Entitled Hotel Sites Map, Even - Marriott Hotels, Citizen Participation Form Part B, Courtyard Marriott Application, Citizens Participation Form Part B filed 1-25-16, Marriott Architecture



COUNCIL AGENDA REPORT

FROM: Kathi Cook, Community Development Director
Prepared by: Richard McLeod, Senior Planner

SUBJECT: MP-15-06/V-15-12 Marriott Courtyard/Parkway 400

CITY COUNCIL: February 1, 2016

PLANNING COMMISSION:

This item was heard at the December 3 Planning Commission meeting. One person spoke against the request for the parking variance. After discussion, the Planning Commission voted 3-2-0 to approve the project.

The applicant went to City Council on December 14 and the motion was to table. The applicant revised their plan and cut the room count from 125 to 115 and shortened the building by a floor to 6 floors. Also, they brought the parking closer in line to one parking space for each room of 113 spaces and eliminated pervious parking. The site plan presented depicts a 74% lot coverage which is over the 70% maximum permitted.

RECOMMENDATION:

Deny MP-15-06/V-15-12 Marriott Courtyard/Parkway 400 request for a Master Plan amendment adding a second hotel as an approved use within the Parkway 400 Master Plan and a concurrent variance for reducing parking to 113 spaces and the variance for reduction of front setback for the porte-cochere and a variance to the percent of lot coverage over the 70% to 74%.

If project is approved, Staff recommends the following conditions:

- 1. One limited service business class hotel shall be permitted not to exceed 6 stories in height with a maximum 115 guest rooms. No extended stay or “suites” hotel shall be permitted.**
- 2. Site shall be developed substantially as shown on plan dated November 18, 2016 prepared by MDA. Only the porte-cochere shall encroach into the front setback.**
- 3. A traffic study shall be prepared assessing traffic operations at proposed curb cut, and intersections Private Drive/Kimball Bridge Road and Amber Park Drive/Old Milton Parkway. City Senior Transportation Engineer shall approve the scope of the study.**
- 4. Development shall be permitted the following setbacks:**
 - 35’ Front Yard along private road with variance for porte-cochere to 17’ 8”.**
 - 20’ Side Yard**
 - 25’ Rear Yard**
- 5. Building shall be constructed with architectural detail and ornamental features on all 4 sides with final approval by the Design Review Board. Site plan and landscaping shall also require Design Review Board approval.**
- 6. Building shall be brick on all sides.**
- 7. Extensive landscaping and decorative street lights shall be provided along the private road and Amber Park Drive and along the project entrance.**
- 8. Sidewalks shall be installed on the north and east of the property at least 6” wide.**
- 9. Provide one (1) electric vehicle charging station.**
- 10. A water feature with a statue shall be installed on the corner of Amber Park Drive and private road or along private road to be approved by DRB.**
- 11. The generator and the dumpster shall be enclosed with materials that match the building and landscaping screening.**

REPORT-IN-BRIEF

The subject property is located on the south side of a private road and west side of Amber Park Drive within the Parkway 400 Master Plan, Pod C, Building Site 6. The applicant, Hotel Development Partners, LLC, is requesting a master plan amendment in order to add a second hotel (first was Even Hotel) to be constructed on Building Site 6 as well as a concurrent variance to required parking of 113 spaces and a variance to the 35 foot front setback to allow 17’ 8”

for the porte-cochere and lot coverage to allow more than 74% rather than the 70%.

DISCUSSION

The submitted request, if approved, will allow Hotel Development Partners, LLC to construct a 115 room hotel on Building Site 6. The parcel is approximately 1.9 acres and zoned O&I. The Parkway Master Plan was approved for restaurants and various office and office support businesses. This particular parcel was zoned in Fulton County in 1998 and annexed into the City in 2004 with zoning conditions. The property is located on the south side of Old Milton Parkway and south of private road and west of Amber Park Drive.

East and south of the property are zoned O&I and currently contains an office use. North of the property is the Kiku Japanese restaurant and the Fifth Third Bank, both zoned O - I. West of the property is O&I within the Master Plan and zoned for the Even Hotel.

The applicant proposes a hotel which has a restaurant that serves breakfast and dinner and beverage service and a 24 hours market where customers can “grab and go” with snacks. It will have a meeting room and a business library with a computer, printer, and internet access. It also provides fitness equipment and a pool and outdoor spaces with seating and a fire pit.

The hotel is a mid-priced business Marriott Courtyard and is marketed as a hotel which targets generally the same corporate travel that Alpharetta’s other 23 hotels are targeting. There is currently only one full service hotel in Alpharetta therefore additional full service hotels are in higher demand.

The applicant has requested setbacks of:

Front Yard	35 feet with variance for porte-cochere to 17’ 8”.
Side Yard	20 feet
Rear Year	25 feet

Impervious space is limited to 70% in the O-I zoning district. The proposed site plan shows an impervious area of 74%. The Master Plan for Parkway 400 requires the landscape strip along all internal streets is 10’. The applicant is now meeting that requirement. The UDC and Parkway 400 Master Plan allow for up to 20% (24 parking spaces) of the spaces to be compact spaces.

A variance is required for the encroachment of the porte-cochere on the front building setback which is 35’. The main building is more than 35’ from the front setback however it is only the porte-cochere that encroaches on the setback. The applicant is requesting to reduce the setback to 17’ 8” for the porte-cochere.

Parking required for the hotel is 1 space per each guestroom, plus 1 employee space for each 20 sleeping rooms, plus one space per 500 square feet of space

used for convention rooms, conference rooms, ballrooms, restaurant and retail shops. The proposed site requires 125 parking spaces. The applicant is requesting 113 parking spaces. The applicant provided a study specific to the request for the reduced spaces at the hotel which can be approved by Staff.

VARIANCE REQUIREMENTS

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

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

The applicant shows how they will meet available parking with the report that was submitted to the Staff. A shared parking agreement with an adjoining parking lot could be used. Staff is in agreement with the front setback reduction for the porte-cochere.

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

The parking ordinance requirements do not create a hardship for the applicant. Additionally parking could be provided within a shared parking agreement. The front setback for the porte-cochere seems reasonable especially if they keep the main building more than 35' from the front setback.

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

Not applicable.

- (4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances,

Not applicable.

CONCLUSION

Staff has reviewed the plan and is concerned about the hotel use being added to the Parkway 400 master plan because it is limited service. Additionally, the Even Hotel was just approved immediately to the west. The conference center and the 325 room hotel were submitted and Homes 2 Suite has submitted to build in Preston Ridge. Staff researched land currently zoned for hotels in the City and found that 11 sites currently exist in the City that could be developed with hotels without a public hearing. See table below and attached location map:

Vacant Properties Entitled for Hotel/Conference Center Use

1. Cousins Westside – Pod ‘F’	(Westside /Maxwell)	21 acres
2. Regency Park	(North Point Pkwy. / Mansell Rd.)	2 acres
3. Preston Ridge – Pod ‘A’	(North Point Pkwy / Webb Br. Rd.)	2 acres
4. Preston Ridge – Pod ‘G’	(Morris Rd.)	12 acres
5. Preston Ridge – Pod ‘F’	(Webb Bridge Road/ Morris Rd.)	14 acres
6. Preston Ridge – Pod ‘H’	(Webb Bridge Road / Morris Rd.)	13 acres
7. Preston Ridge – Pod ‘N’	(North Point Pkwy / Webb Br. Rd.)	6 acres
8. Metropolitan Life Property	(Haynes Br. / Lakeview Pkwy.)	8 acres
9. Northwinds	(Haynes Br. / GA 400)	12 acres
10. Windward Mill	(North Point Pkwy / Windward Pkwy)	5 acres
11. Brookside – Pod ‘B’	(Old Milton Parkway/Brookside Pkwy)	5 acres

Staff is concerned with zoning additional land for a hotel which adds to the number of hotels that could be built in the City.

In the past Staff identified factors that could be used to predict or qualify additions to the Alpharetta lodging inventory. Staff found that PKF, a leading hospitality industry research and consulting firm, established that one of the best predictors of changes in lodging market performance are variations in the level of employment in a given geographic area because most lodging markets rely on a number of sources such as business travelers to generate demand. Therefore additional office square footage should be built before there is consideration of adding more hotel approvals.

Alpharetta has more hotel zoning than is needed and risks overdevelopment by the hotel industry. Therefore, if hotel approval is considered on this site, then the best alternative for the City is to require a full-service hotel. The hotel should provide a minimum amount of meeting space to serve the business community. Elimination of a hotel site from another location would require a master plan amendment.

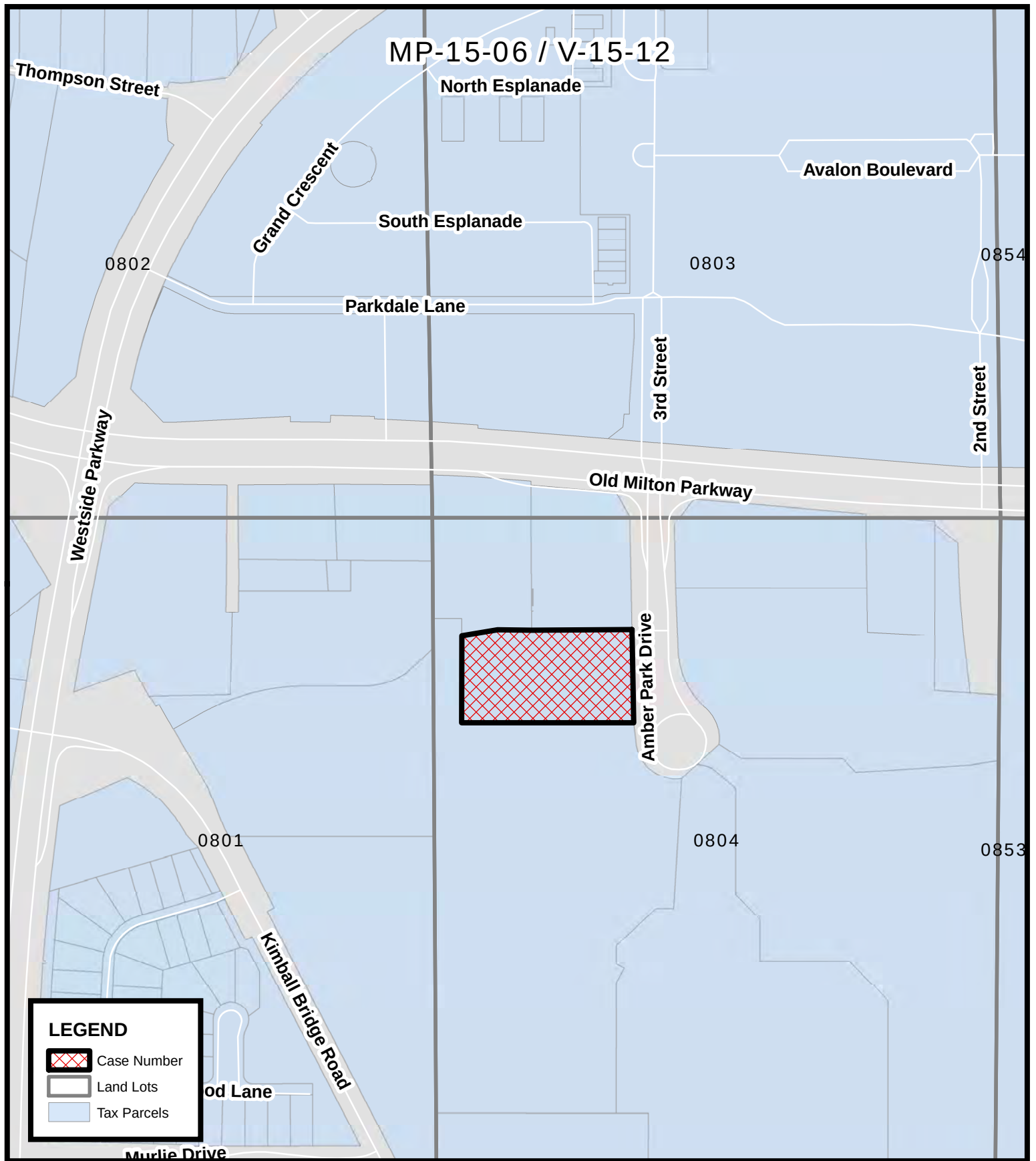
CITIZEN PARTICIPATION PLAN

The applicant notified surrounding property owners of their application and intent for the property. The report states that no comments were received.

ATTACHMENT

Site Plan

Architectural Drawings



Location Map **Marriott Courtyard** **Parkway 400 Pod C**

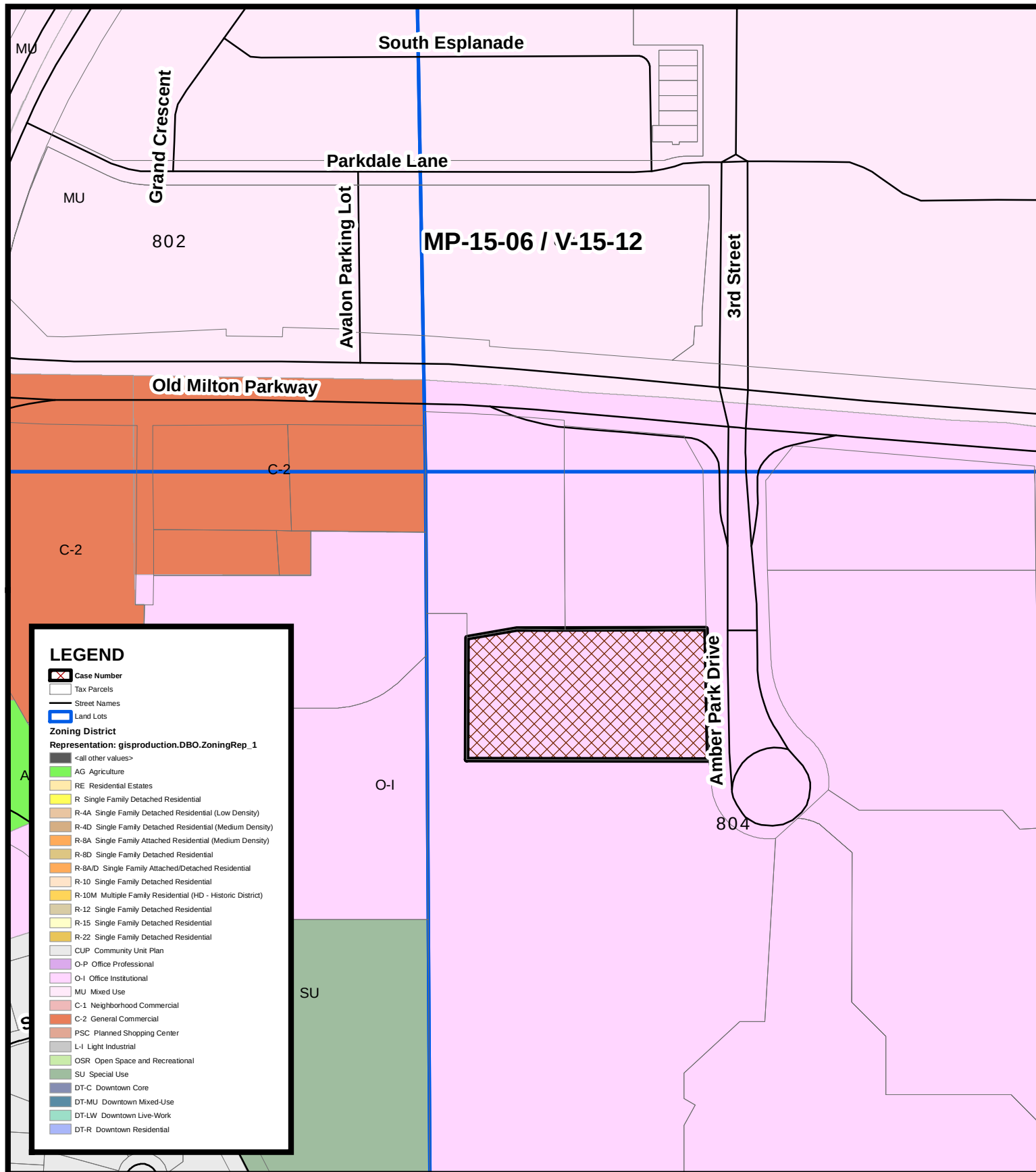
Case: MP-15-06/V-15-12

D/LL: 1/2/0804

CC Date: 2/1/16

Location Map Provided by:
Community Development - GIS





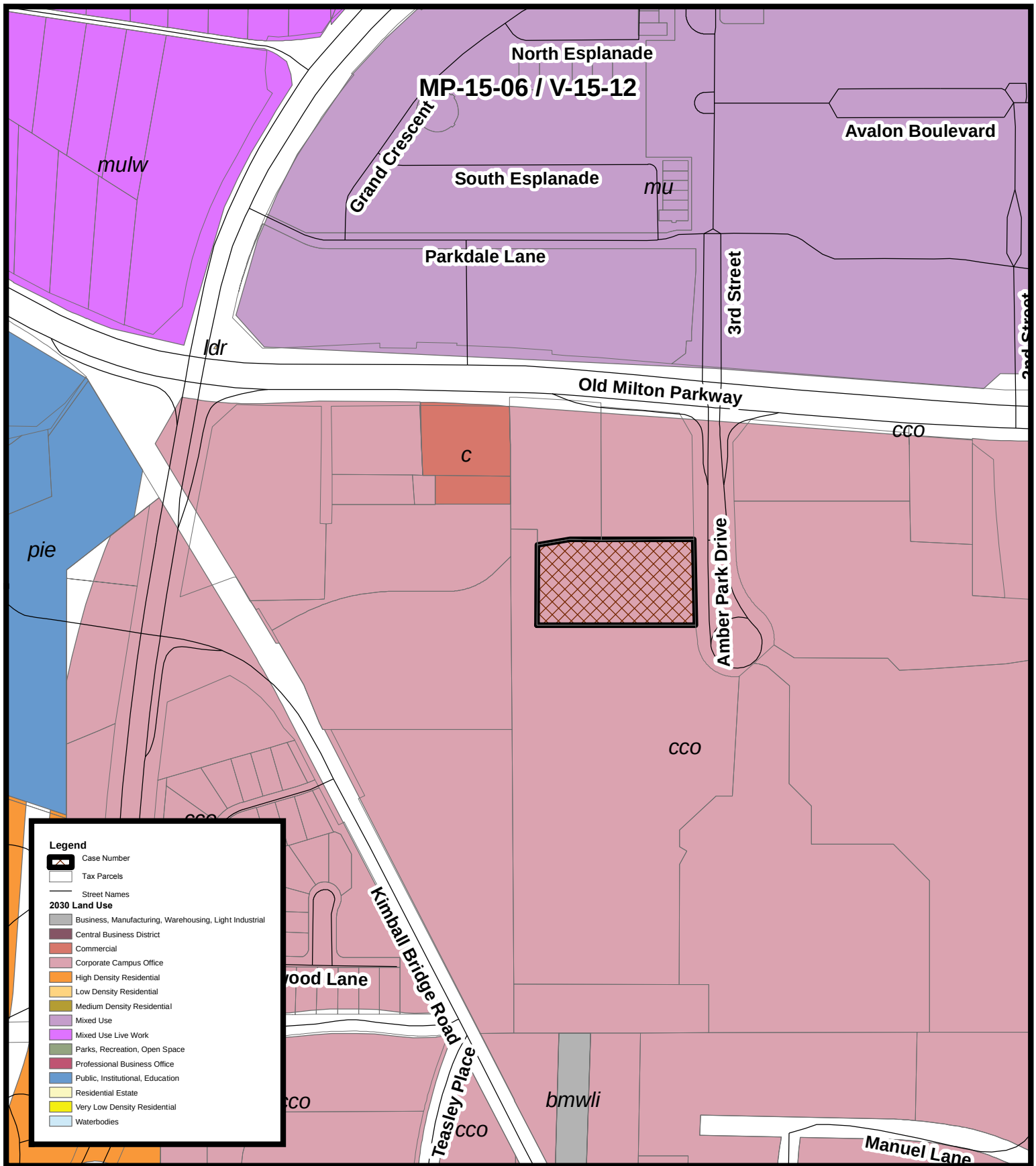
Zoning Map Marriott Courtyard Parkway 400 Pod C

Case:MP-15-06 / V-15-12
D/LL: 1/2/ 804

CC Date: 2/1/16

Location Map Provided by:
Community Development - GIS





2030 Land Use Marriott Courtyard Parkway 400 Pod C

Case:MP-15-06 / V-15-12

D/LL: 1/2/ 804

CC Date: 2/1/16

Location Map Provided by:
Community Development - GIS





LEGEND

-  Alpharetta City Boundary
-  Case Number
-  Land Lots
-  Tax Parcels

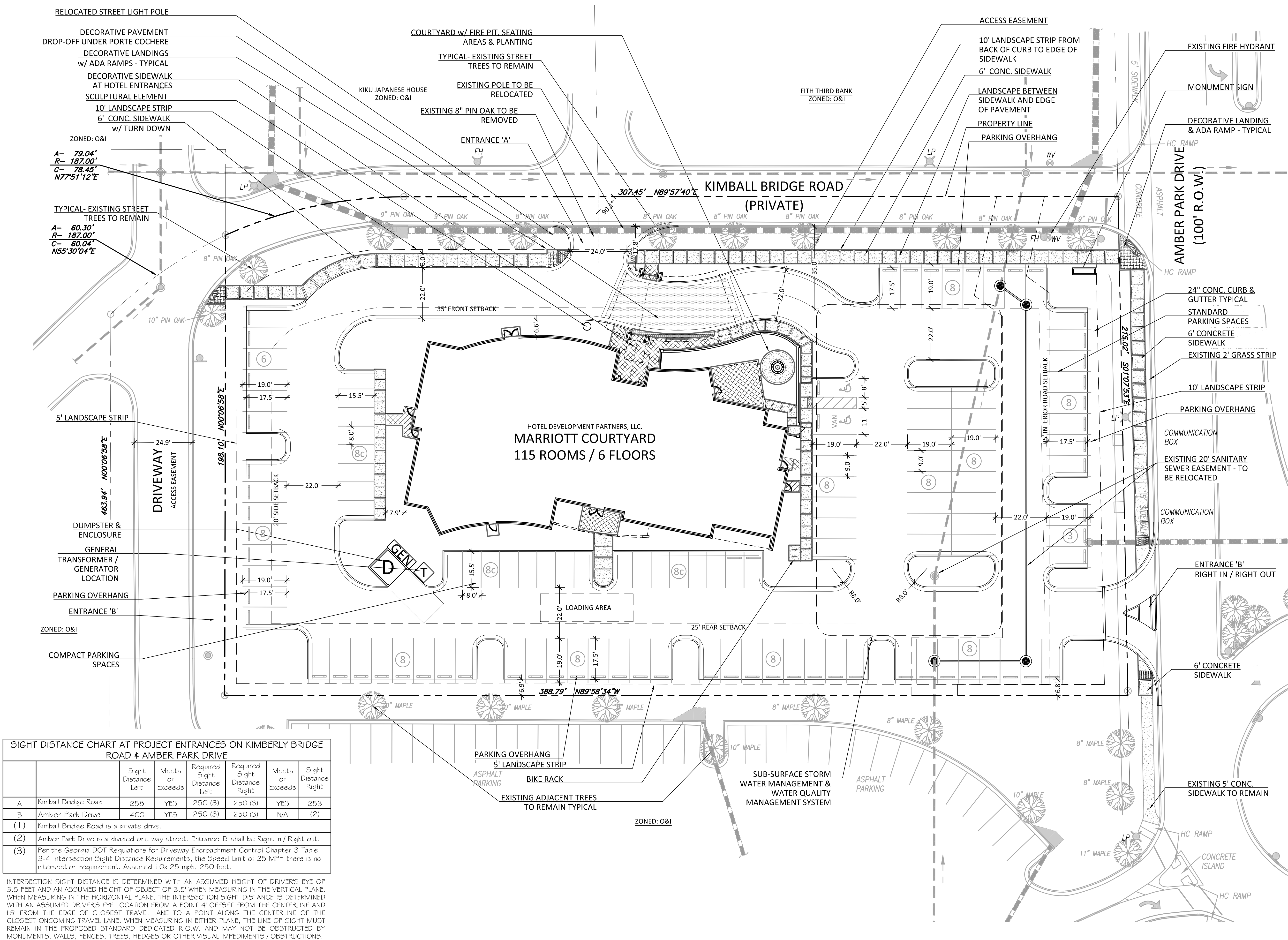


Location Map Marriott Courtyard Parkway 400 Pod C

Case:MP-15-06 / V-15-12
D/LL: 1/2/ 804

CC Date: 2/1/16

Location Map Provided by:
Community Development - GIS



- GENERAL NOTES:
1. SITE AREA : 1.896 ACRES (82,589.83 SQFT.), ZONED O&I (OFFICE-INDUSTRY)
 2. LOCATION : KIMBALL BRIDGE ROAD & AMBER PARK DRIVE
LAND LOT 804, 1st DISTRICT, 2nd SECTION FULTON COUNTY.
BUILDING SITE 6 IN THE PARKWAY 400 MASTER PLAN (MP-98-01)
 4. LAST EXISTING USE : UNDEVELOPED LAND
 5. PROPOSED USE: HOTEL AND PARKING LOT
MEETING SPACE: 1,200 SQFT, RESTAURANT: 1,000 SQFT
 6. OWNER/DEVELOPER : HOTEL DEVELOPMENT PARTNERS, LLC
3414 PEACHTREE ROAD NE, SUITE 1075
ATLANTA, GEORGIA 30326
STEVE SMITH, 770-330-3233
 - CONTACT PERSON: MCFARLAND - DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GEORGIA 30024
JEFF DYER (770) 932-6550 ,
JDyer@gomda.net
 7. BOUNDARY, TOPOGRAPHY & SITE INFORMATION PREPARED BY REGISTERED LAND SURVEYORS, INC DATED JUNE 15, 2004 LAST UPDATED SETEMBER 21, 2004.
 8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF ALPHARETTA DEVELOPMENT REGULATIONS. ALL CONSTRUCTION SHALL ALSO COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL CODES, STANDARDS AND REGULATIONS.
 9. FIRM MAP NUMBER 13121C0059F, EFFECTIVE SEPTEMBER 18, 2013, INDICATES THAT THIS TRACT DOES NOT LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD. THE SUBJECT SITE IS LOCATED IN A FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN.
 10. COVERAGE: PROPERTY: 82,589.83 SQFT
ACCESS EASEMENT: 7,741.92 SQFT
SITE: 77,595.26 SQFT
IMPERVIOUS AREA: 57,249.78 SQFT
PLANTED AREA: 20,345.48 SQFT
(IMPERVIOUS SQFT / SITE SQFT)x100% = 73.78% COVERAGE
 11. STORM WATER MANAGEMENT SHALL BE PROVIDED ON SITE IN SUB-SURFACE FACILITIES.
 12. THERE ARE NO LAKES, STREAMS, WETLANDS OR WATERS OF STATE OR THEIR ASSOCIATED BUFFERS ON THIS SITE.
 - REQUIRED SETBACKS:
FRONT SETBACK: 35'
REAR SETBACK: 25'
SIDE SETBACK: 20'
 13. HEIGHT OF BUILDING:
4 STORIES OR 85' WITHIN FIRST 200' FROM RESIDENTIAL PROPERTY.
6 STORIES OR 110' WITHIN SECOND 200' FROM RESIDENTIAL PROPERTY.
8 STORIES OR 140' REMAINDER OF POD 'C'.
PROPOSED HOTEL = UP TO 6 STORIES
MAXIMUM COVERAGE BY PRINCIPAL BUILDING 40%: 19% PROPOSED.
 14. COMPACT PARKING SPACES: MAXIMUM OF 20% MAY BE COMPACT SPACES.
 15. FINAL LANDSCAPE PLAN SHALL BE IN ACCORDANCE WITH THE MASTER PLAN.
 16. THERE ARE NO LAKES, STREAMS AND OTHER WETLANDS ON THE SITE AND ASSOCIATED BUFFERS.

PARKING	
Required Parking Spaces	
Hotel (115 rooms)	115
Hotel Employee (1 per 20 rooms)	6
Convention/Conf./Ball Rm (1 per 500 SqFt)	2
Restaurant / Retail (1 per 500 SqFt)	2
TOTAL PARKING REQUIRED	125
Proposed Parking Spaces	
Standard Parking Space (9'X19')	89
Compact Parking (8'X15'-6" max 20%)	24
TOTAL PARKING PROPOSED	113

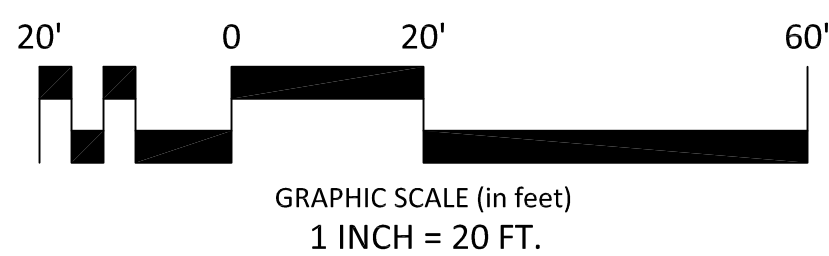
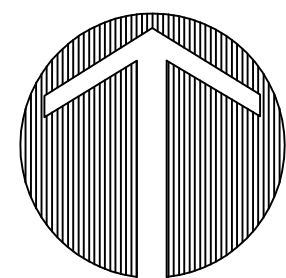
SIGHT DISTANCE CHART AT PROJECT ENTRANCES ON KIMBERLY BRIDGE ROAD & AMBER PARK DRIVE							
		Sight Distance Left	Meets or Exceeds	Required Sight Distance Left	Required Sight Distance Right	Meets or Exceeds	Sight Distance Right
A	Kimball Bridge Road	258	YES	250 (3)	250 (3)	YES	253
B	Amber Park Drive	400	YES	250 (3)	250 (3)	N/A	(2)
(1)	Kimball Bridge Road is a private drive.						
(2)	Amber Park Drive is a divided one way street. Entrance 'B' shall be Right in / Right out.						
(3)	Per the Georgia DOT Regulations for Driveway Encroachment Control Chapter 3 Table 3-4 Intersection Sight Distance Requirements, the Speed Limit of 25 MPH there is no intersection requirement. Assumed 10x 25 mph, 250 feet.						

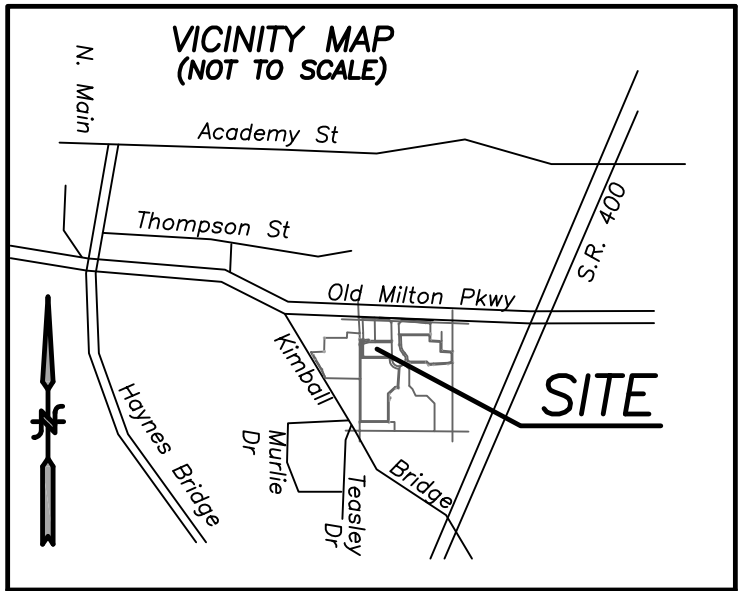
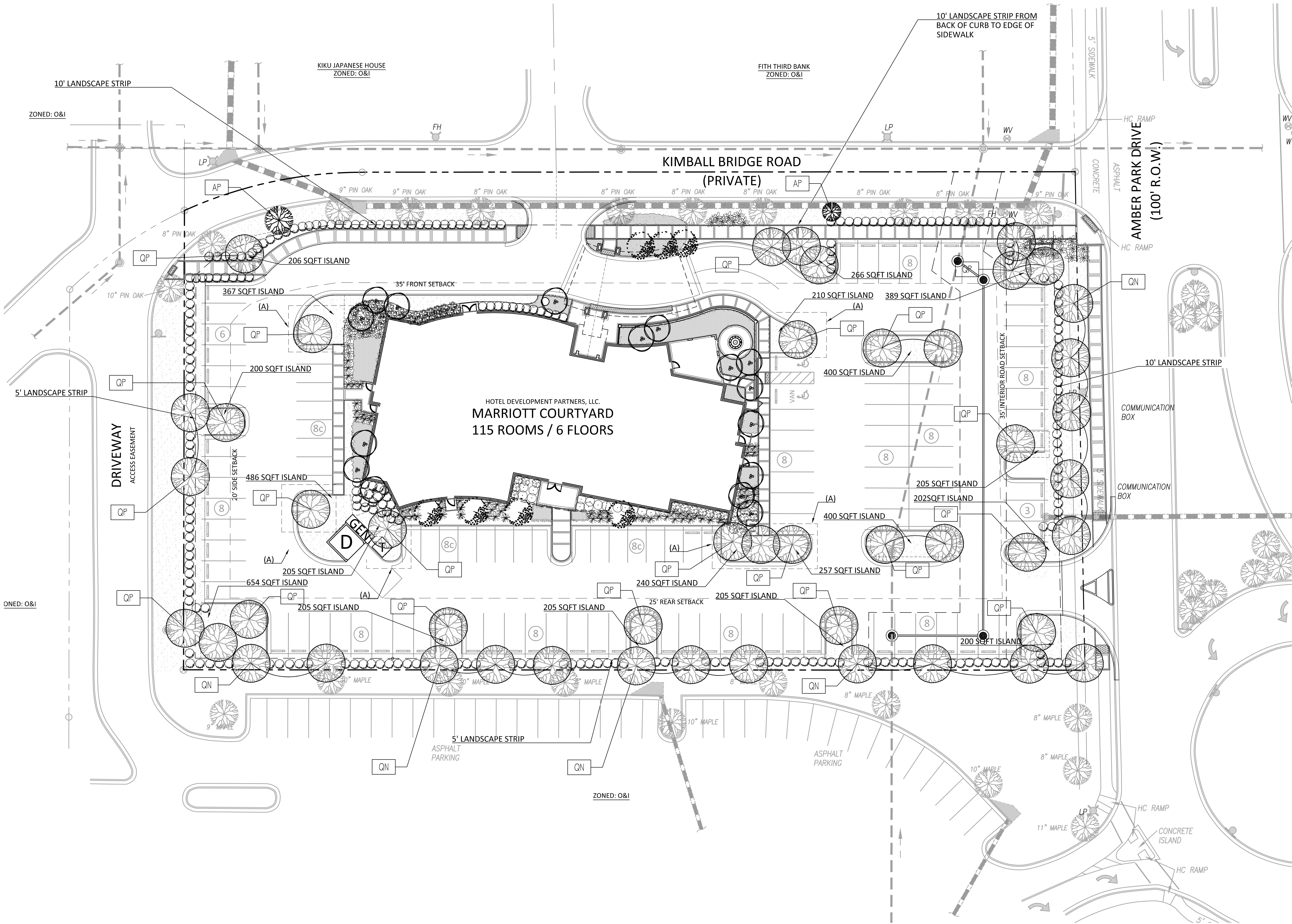
INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED HEIGHT OF DRIVER'S EYE OF 3.5 FEET AND AN ASSUMED HEIGHT OF OBJECT OF 3.5' WHEN MEASURING IN THE VERTICAL PLANE. WHEN MEASURING IN THE HORIZONTAL PLANE, THE INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED DRIVER'S EYE LOCATION FROM A POINT 4' OFFSET FROM THE CENTERLINE AND 15' FROM THE EDGE OF CLOSEST TRAVEL LANE TO A POINT ALONG THE CENTERLINE OF THE CLOSEST ONCOMING TRAVEL LANE. WHEN MEASURING IN EITHER PLANE, THE LINE OF SIGHT MUST REMAIN IN THE PROPOSED STANDARD DEDICATED R.O.W. AND MAY NOT BE OBSTRUCTED BY MONUMENTS, WALLS, FENCES, TREES, HEDGES OR OTHER VISUAL IMPEDIMENTS / OBSTRUCTIONS.

PARKWAY 400 - MARRIOTT COURTYARD

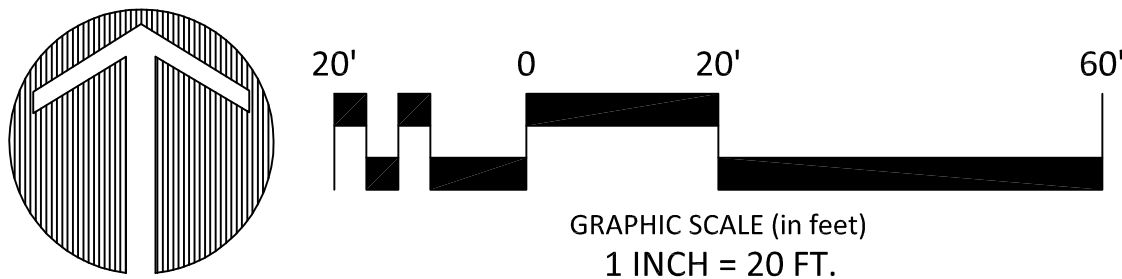
ZONING SITE PLAN

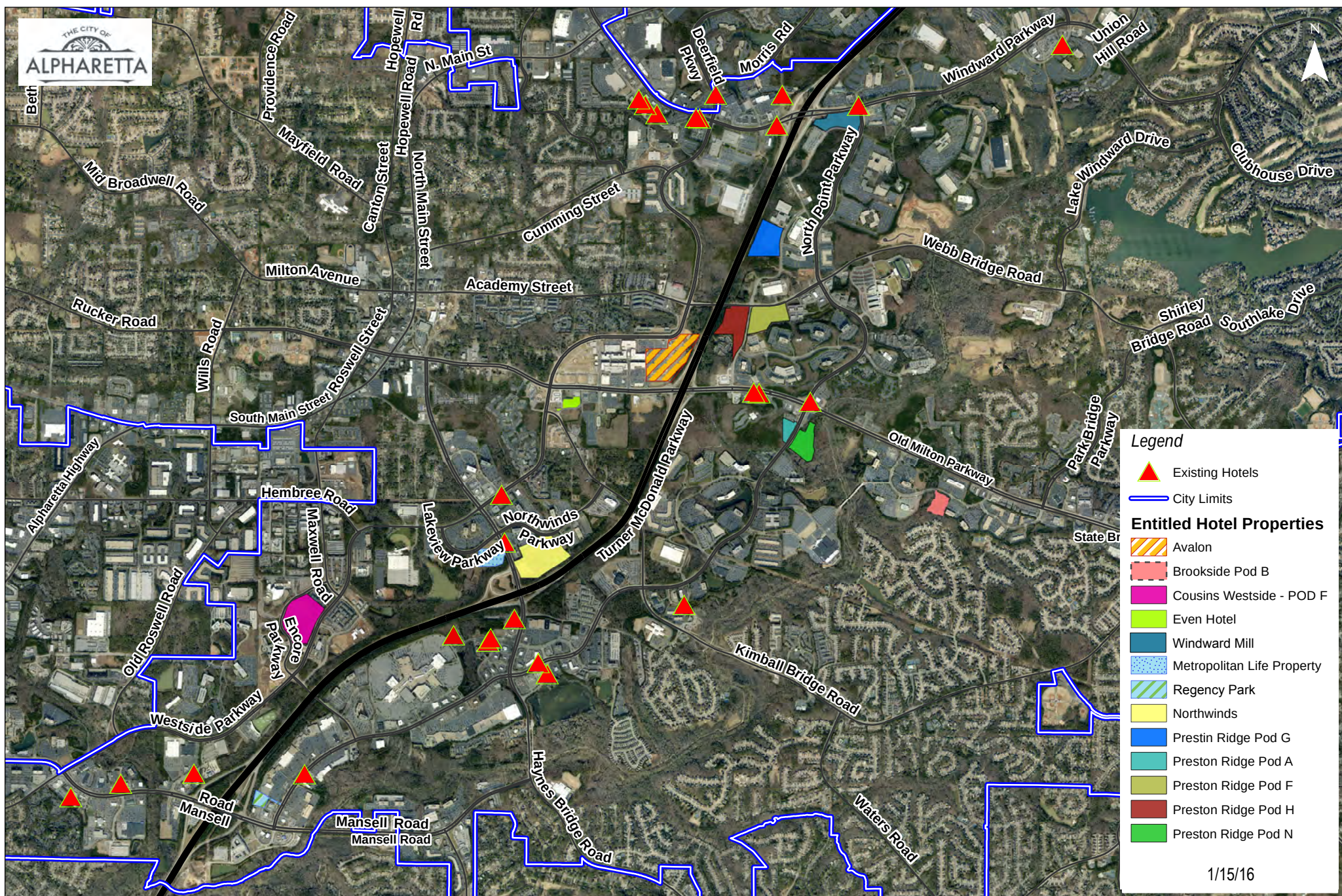
KIMBALL BRIDGE DRIVE, ALPHARETTA, GEORGIA
JANUARY 18, 2016 (15-0317 REVISED SITE LAYOUT - C-004 4 115 ROOMS 113 PARKING)





LEGEND	
LARGE SHADE TREE	
[QP]	WILLOW OAK
	QUERCUS PHELLOS
[QN]	NUTTAL OAK
	QUERCUS NUTTALLII
SHADE TREE	
[AP]	PIN OAK
	ACER PALUSTRIS
UNDERSTORY TREE	
[ICB-T]	TREE FORM BURFORD HOLLY
	ILEX CENATA 'BURFORD'
[CJ]	JAPANESE CEDAR
	CRYPTOMERIA JAPONICA
[ICB]	NATCHEZ CRAPE MYRTLE
	LAGERSTOMIA 'NATCHEZ'
SHRUBBERY	
[MSG]	MAIDEN GRASS
	MISCANTHUS SINENSIS 'GRACILLIMUS'
[PAH]	FOUNTAIN GRASS
	PENNISETUM ALOPECUROIDES 'HAELN'
[ICB]	DWARF BURFORD HOLLY
	ILEX CRENATA 'DWARF BURFORD'
GROUND COVER	
SOD / GRASS	
(A) STRUCTURAL SOIL VAULT	





Hotel Sites Existing and Entitled

Map Provided By:
Community Development GIS



1"=300'

Map Provided By:
Community Development GIS

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Parkway 400

Contact Name: Dennis J. Webb, Jr. and Rober D. Griest

Telephone: 404-815-3620

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

Notice of the filing of this Application was mailed to the three (3) adjoining property owners on November 16, 2015. Copies of the notices are attached

To date, we have received no inquiries or comments in response to the notices. We will supplement if any inquiries are received at a later date.

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

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

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

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

Signature of Authorized Agent: _____

Date: 11/20/15

Print Form

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-1592
Main: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

Dennis J. Webb, Jr.
Direct Tel: (404) 815-3620
Direct Fax: (404) 685-6920
djwebb@sgrlaw.com

November 16, 2015

NNN Parkway Four Hundred, LLC
11720 Amber Park Drive
Atlanta, Georgia 30308

This letter is to inform you that a Master Plan Amendment, Variance and Exception Variance application has been submitted to the City of Alpharetta on a tract of land adjoining your property.

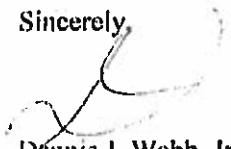
Please be advised of the following information pertaining to the applications and public hearings:

CASE NUMBERS: MP-15-061/V-15-12	APPLICANT NAME: Hotel Development Partners, LLC
PROPOSED ZONING: O-1	PROPERTY SIZE: +/- 1.896 acres
STREET LOCATION: Amber Park Drive	CONTACT PERSON: Dennis J. Webb, Jr. TELEPHONE NUMBER: (404) 815-3500
PROPOSED DEVELOPMENT: Hotel	

PLANNING COMMISSION HEARING December 3 at 7:30 P.M.	CITY COUNCIL HEARING December 14 at 7:30 P.M.
PUBLIC HEARING LOCATION: Alpharetta City Hall, Council Chambers 100 City Center Plaza Alpharetta	

If you have any questions regarding this project or would like detailed information regarding this project, please feel free to contact me at the number listed above.

Sincerely,


Dennis J. Webb, Jr.
Attorney



Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

Dennis J. Webb, Jr.
Direct Tel: (404) 815-3620
Direct Fax: (404) 685-6920
djwebb@sgrlaw.com

November 16, 2015

Fifth Third Bank
2755 Old Milton Parkway
Alpharetta, Georgia 30004

This letter is to inform you that a Master Plan Amendment, Variance and Exception Variance application has been submitted to the City of Alpharetta on a tract of land adjoining your property.

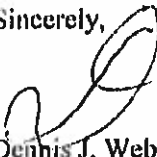
Please be advised of the following information pertaining to the applications and public hearings:

CASE NUMBERS: MP-15-061/V-15-12	APPLICANT NAME: Hotel Development Partners, LLC
PROPOSED ZONING: O-1	PROPERTY SIZE: +/- 1.896 acres
STREET LOCATION: Amber Park Drive	CONTACT PERSON: Dennis J. Webb, Jr. TELEPHONE NUMBER: (404) 815-3500
PROPOSED DEVELOPMENT: Hotel	

PLANNING COMMISSION HEARING December 3 at 7:30 P.M.	CITY COUNCIL HEARING December 14 at 7:30 P.M.
PUBLIC HEARING LOCATION: Alpharetta City Hall, Council Chambers 100 City Center Plaza Alpharetta	

If you have any questions regarding this project or would like detailed information regarding this project, please feel free to contact me at the number listed above.

Sincerely,



Dennis J. Webb, Jr.
Attorney



Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Phone: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

Dennis J. Webb, Jr.
Direct Tel: (404) 815-3620
Direct Fax: (404) 685-6920
djwebb@sgrlaw.com

November 16, 2015

Windward Eye Group, LLC
2725 Old Milton Parkway, Ste. B
Alpharetta, Georgia 30009

This letter is to inform you that a Master Plan Amendment, Variance and Exception Variance application has been submitted to the City of Alpharetta on a tract of land adjoining your property.

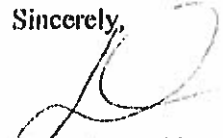
Please be advised of the following information pertaining to the applications and public hearings:

CASE NUMBERS: MP-15-061/V-15-12	APPLICANT NAME: Hotel Development Partners, LLC
PROPOSED ZONING: O-I	PROPERTY SIZE: +/- 1.896 acres
STREET LOCATION: Amber Park Drive	CONTACT PERSON: Dennis J. Webb, Jr. TELEPHONE NUMBER: (404) 815-3500
PROPOSED DEVELOPMENT: Hotel	

PLANNING COMMISSION HEARING December 3 at 7:30 P.M.	CITY COUNCIL HEARING December 14 at 7:30 P.M.
PUBLIC HEARING LOCATION: Alpharetta City Hall, Council Chambers 100 City Center Plaza Alpharetta	

If you have any questions regarding this project or would like detailed information regarding this project, please feel free to contact me at the number listed above.

Sincerely,


Dennis J. Webb, Jr.
Attorney



CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

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

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

Contact Information:

Contact Name: Hotel Development Partners, LLC c/o Dennis J. Webb, Jr., Esq.

Telephone: 404-815-3620

Address: 1230 Peachtree St., NE

Suite: 3100

City Atlanta

State: GA

Zip: 30309

Fax: 404-685-6920

Mobile Tel: _____

Email: djwebb@sgrlaw.com

Subject Property Information:

Address: Amber Park Drive

Current Zoning: O-I

District: 1

Section: 2

Land Lot: 804

Parcel ID: 12-284-00804029-2

Proposed Zoning: O-I

Current Use: Vacant / undeveloped

This Application For (Check All That Apply):

☐ Conditional Use

☐ Rezoning

☒ Variance

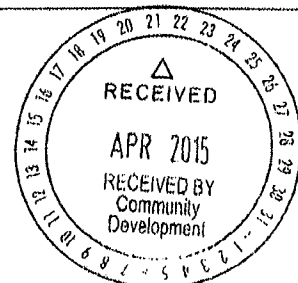
☐ Comprehensive Plan Amendment

☒ Master Plan Amendment

☐ Master Plan Review

☐ Public Hearing

☐ Other (Specify): _____



APPLICANT REQUEST AND INTENT

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

Hotel. See Statement of Intent

Applicant's Request *(Please itemize the proposal)*:

1. Master Plan Amendment to allow proposed hotel use in Pod C, Building Site 6 of the Parkway 400 Master Plan;
2. Special Exception to reduce required parking to 113 spaces;
3. Variance to reduce front-yard setback from 35 feet to 17.8 feet, at certain points, to allow for a porte cochere at the front of the proposed hotel; and
4. Variance to increase lot coverage to 74%.

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

See Statement of Intent

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Steve Spetnagel - Whileaway Holdings, LLC

Telephone: 678-892-6902

Address: 2520 Northwinds Parkway

Suite: 285

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

☐ Annexation

☐ Special Use

☐ Rezoning

☐ Conditional Use

☒ Variance

☒ Master Plan

☐ Land Use Application

☐ Other _____

Identify Authorized Applicant:

Name of Authorized Applicant: *Hotel Development Partners, LLC*
IRE-Capital c/o Dennis J. Webb, Jr.

Telephone: 404-815-3620

Address: 1230 Peachtree St., NE

Suite: 3100

City Atlanta

State: GA

Zip: 30309

So Sworn and Attested:

Owner Signature: _____

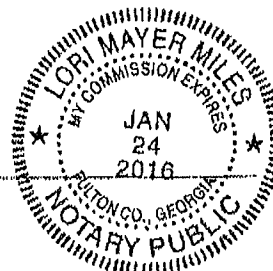
Date: _____

4/13/15

Notary:

Notary Signature: _____

Lori Mayer Miles



Date: _____

4/13/15

DISCLOSURE FORM

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

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

Name of Applicant or Opponent:

STEVEN E. SPENAGEL

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official:

N/A

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

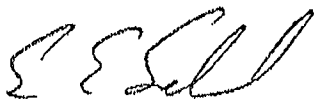
Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:



Date:

4/13/15

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Name of Applicant or Opponent:

Hotel Development Partners

Subject Public Hearing Case:

Campaign Contribution Information:

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Name of Official:

N/A

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:

[Signature]

Date:

4/20/15

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Name of Applicant or Opponent: Dennis J. Webb, Jr., Esq.

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: NONE

Position: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 4/16/15

DISCLOSURE FORM

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Name of Applicant or Opponent: Smith, Gambrell & Russell, LLP

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: NONE

Position: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 4/14/15

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Name of Applicant or Opponent: Robert D. Griest, Esq.

Subject Public Hearing Case:

Campaign Contribution Information:

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

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Name of Official: NONE

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

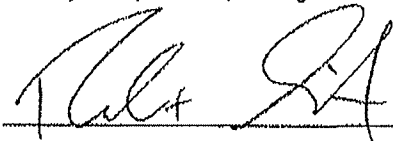
Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:



Date:

4/16/2015

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

See Statement of Intent

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

See Statement of Intent

Are there conditions that are peculiar to the subject property? Please describe them in detail.

See Statement of Intent

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

See Statement of Intent

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

SIGN VARIANCE REVIEW CRITERIA

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Parkway 400

Contact Name: Dennis J. Webb, Jr.

Telephone: 404-815-3620

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

Fifth Third Bank, 2755 Old Milton Pkwy.

Joel B. Shirley, Jr.

Windward Eye Group, LLC, 272 Old Milton Pkwy.

John Doulgerakis

NNN Parkway Four Hundred, LLC, 11720 Amber Park Drive.

Fourth Quarter Properties 87, LLC

WBCMT 2007 C31 Amberpark Limited Partnership

Greenstone Parkway Four Hundred LLP

Fulton County Board of Education

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☒

Other (Please Specify)

Will offer to meet in the letter

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

They will be given contact information (telephone, email and address) for the Applicant's representative.

FOURTH AMENDED
STATEMENT OF INTENT

and

Other Materials Required by
City of Alpharetta Zoning Ordinance
for the
Master Plan Amendment Application
Concurrent Variance Application
Concurrent Variance Exception Application

of

HDP Acquisitions, LLC
c/o Hotel Development Partners, LLC
("Applicant")

related to

±1.896 Acres of Land located in
Land Lot 804, 1st District, 2nd Section

Submitted for Applicant by:

Dennis J. Webb, Jr.
Robert D. Griest
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
404-815-3500

I. INTRODUCTION

This Application seeks a (a) Master Plan Amendment (b) Concurrent Variance and (c) Concurrent Exception Variance to allow for development of a hotel on $\pm$ 1.896 acres of land located in Land Lot 804, 1st District, 2nd Section, in the southwest quadrant of the intersection of Kimball Bridge Road and Amber Park Drive (the “Subject Property”). The Subject Property is designated as Building Site 6 in the Parkway 400 Master Plan (MP-98-01) and zoned OI (Office-Institutional). Further, pursuant to the City’s Comprehensive Land Use Plan, the Subject Property is designated as “Corporate Office Campus” and located in the Old Milton Corridor, neither of which prohibits the use proposed.

Parkway 400 was zoned by Fulton County in 1998 and annexed into the City of Alpharetta in 2004. Parkway 400 is approved for 557,100 square feet of development. Despite the passage of 17 years, however, roughly 60% of the Master Planned area remains undeveloped, including the Subject Property.

While growth in Parkway 400 has lagged, growth in the area around it has not. For example, Avalon recently opened its initial phase north of the Subject Property and across Old Milton Parkway. It includes 500,000 square feet of retail space, 350 residential units (100 single-family detached units and 250 multifamily units), 1,000,000 square feet of office space and a full service hotel. Additionally, Gwinnett Technical College owns and is building a satellite campus to serve 10,000 students on 26 acres just east of the property.

These and other changes have markedly transformed the area around Parkway 400. Yet, Parkway 400 remains subject to a static Master Plan adopted almost two (2) decades ago. In light of changes in the area, the Applicant believes that the highest and best use for the Subject Property is a business hotel given (a) the lack of hotels in immediate proximity and (b) the

existing and proposed retail, restaurant, commercial, office and university uses within walking distance. The Applicant also notes that hotels are an attractive amenity for office uses, so the proposed use could serve as a catalyst for additional office development in Parkway 400.

The Applicant is planning to construct a 115 room, six (6)-story Marriott Courtyard Hotel. A mid-priced hotel catering to both the business and leisure traveler, Courtyard is the largest brand in the Marriott portfolio. The hotel structure has been designed to provide guests with the right blend of services and spaces. The hotel includes dining options like The Bistro, which offers breakfast, dinner and beverage services, and the 24/7 Market, which offers “grab and go” options. It has meeting rooms and a Business Library with computer, printer and internet access. It also provides fitness equipment and a pool and outdoor spaces with comfortable seating and fire pits.

This document is submitted both as a Statement of Intent with regard to this Application and as a written response to the Planning Commission Review Criteria. A survey plat of the property has been filed contemporaneously with the Application.

II. HISTORY

The Subject Property is a ± 1.896 acre parcel zoned OI. It is located in Pod C (Building Site 6) of Parkway 400, a master-planned development (MP-98-01) approved by Fulton County in 1998. The Subject Property is vacant and undeveloped and has been since the Parkway 400 Master Plan was approved 17 years ago. Pursuant to the City’s Comprehensive Land Use Plan, the Subject Property is designated as “Corporate Office Campus” and located in the Old Milton Corridor.

III. REVIEW CRITERIA

1.

THE PROPOSAL IS COMPATIBLE WITH SURROUNDING PROPERTIES

The Subject Property is in Pod C (Building Site 6) of the Parkway 400 Master Planned development (MP-98-01) and is located on the South Side of Kimball Bridge Road, west of its intersection with Amber Park Drive. It is immediately adjacent to a number of existing office uses. It also is one block off Old Milton Parkway at a lighted intersection directly across from a primary entrance into Avalon, a mixed-use development whose first phase includes 500,000 square feet of retail space, 350 residential units (100 single-family detached units and 250 multifamily units), 1,000,000 square feet of office space and a full service hotel. The Subject Property is also west of Gwinnett Technical College, a university designed to serve 10,000 students on 26 acres.

The proposed use is therefore consistent with the uses approved for developments on the surrounding properties. The intended final appearance of this development will compare favorably to the projects in this community. Appropriate attention has been given by the Applicant to ensure that this project will blend harmoniously with its surroundings.

2.

THIS PROPOSAL WILL IMPROVE THE USE AND VALUE OF SURROUNDING PROPERTIES

The planning files of the City of Alpharetta were reviewed by the Applicant in advance of the filing of this Application, and the Applicant believes that this proposal will improve the use and value of surrounding properties. Importantly, it will place into service a vacant property that has sat dormant for 17 years and will compliment the nearby mix of uses which include offices, restaurants, retail and commercial.

THE PROPERTY DOES NOT HAVE A
REASONABLE ECONOMIC USE AS CURRENTLY ZONED

The Applicant, on behalf of the owner of the tract of land at issue in this Master Plan Amendment, Variance, and Exception Variance Application, respectfully submits that the Zoning Ordinance of the City of Alpharetta, Georgia, as amended from time to time and known as the “Unified Development Code, City of Alpharetta, Georgia,” to the extent that it limits the Subject Property in such a manner to preclude the development of this proposal, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions set forth below. Any existing zoning limitations of the Subject Property pursuant to the City of Alpharetta Zoning Ordinance deprives the current owner of any alternative reasonable use and development of the Subject Property. Additionally, all other zoning limitations, including ones intervening between the existing limitation and the one requested herein, would deprive the current owner of any reasonable use and development of the Subject Property. Further, an attempt by the City Council to impose greater restrictions upon the manner in which the Subject Property will be developed than presently exist, such as by way of approving the Application but limiting development to standards allowed under more stringent zoning classifications, would be equally unlawful.

The Applicant submits that the current limitations on development on the Subject Property constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Subject Property owners. All limitations between the existing limitation and the use requested would constitute an arbitrary and unreasonable use of

the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality or general welfare of the public and would substantially harm the Subject Property owners. Further, the existing limitations applicable to the Subject Property and its adjoining properties constitute, and all zoning and Master Plan limitations intervening between the existing limits and that required to develop this project would constitute, a taking of the owners' private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that the City Council's failure to approve the Application would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City Council cannot lawfully impose more restrictive standards upon the development of the Subject Property than presently exist as to do so not only would constitute a taking of property as set forth above, but also would amount to an unlawful delegation of authority, in response to public opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power, Guhl v. Holcomb Bridge Road, 238 Ga. 322 (1977).

4.

THIS PROPOSAL WILL NOT ADVERSELY
AFFECT POPULATION AND TRAFFIC

The proposal would have no effect on population. Further, it should have minimal effect on traffic. According to the Master Plan, the site already is approved for office uses up to eight (8) stories in height. An eight (8) story office use would generate 1.56 trips per 1,000 square feet of gross floor area in the weekday am peak hour and 1.49 trips per 1,000 square feet of gross floor area in the weekday pm peak hour. ITE Trip Generation Manual (9th Ed.), General Office Building (710). By comparison, a business hotel will generate .56 trips per occupied room in the weekday am peak and .62 trips per occupied room in the weekday pm peak. ITE Trip Generation Manual (9th Ed.), Business Hotel (312). The Applicant projects average weekly occupancy at 75%. This occupancy will generate 48 trips in the weekday am peak and 53 trips in the weekday pm peak. Hence, traffic generation under the use requested should be comparable to traffic generation under the currently approved use.

5.

THIS PROPOSAL WILL NOT ADVERSELY
IMPACT SCHOOL OR UTILITIES

This project, if approved, will not adversely impact schools or utilities. No new residential development is part of this application, thus no impact on schools will result. Capacity is available to service waste generated by this project. The Big Creek/Johns Creek Reclamation Plants currently serve the Subject Property and have adequate capacity. Sufficient

water capacity also is available for the development. Water is supplied by Fulton County via the North Area Water Treatment Plant.

6.

THIS PROPOSAL IS CONSISTENT WITH
THE COMPREHENSIVE LAND USE PLAN

Pursuant to the City's Comprehensive Land Use Plan, the Subject Property is designated as "Corporate Office Campus" and located in the Old Milton Corridor, neither of which prohibits the use proposed.

7.

OTHER EXISTING OR CHANGING CONDITIONS
AFFECTING THE DEVELOPMENT OF THE PROPERTY
AND WHICH SUPPORT THIS PROPOSAL

The Master Plan Amendment requested conforms to the ideals and spirit of both the City of Alpharetta Zoning Ordinance and the Parkway 400 Master Plan while, at the same time, proposing a progressive, valuable development that will revitalize currently unused property into an asset for the immediate area and the City as a whole.

8.

CONCURRENT VARIANCE AND CONCURRENT EXCEPTION VARIANCE

The Applicant seeks two (2) variances and one (1) exception variance concurrent with this Application. First, the Master Plan requires a 35 foot front yard building setback on Kimball Bridge Road. The Applicant seeks to reduce this requirement to 17.8 feet to allow for the placement of a porte cochere; notably, the building itself is outside of the 35 foot setback. Moving the driveway and porte cochere closer to the street is consistent with new urbanist policies and recent developments in the area.

Second, the staff has stated that lot coverage on the Subject Property is limited to 70% under the OI Ordinance. The applicant respectfully disagrees. According to § 2.2.13 of the Zoning Code, the OI District “is intended for the development of planned office areas which allow for design flexibility through a master plan.” The OI zoning district also requires at least 25 acres of lot area. See Table 2.1. In light of these provisions, the Code appears to put a maximum lot coverage of 70% for an office park as a whole, not the individual lots within the office park. In this case and as stated above, 60% of the Parkway 400 office park is undeveloped and, hence, lot coverage for the office park as a whole is well below 70%. Nonetheless and out of an abundance of caution, the Applicant is requesting lot coverage of 74% for the Subject Property. The Applicant notes that this modest increase is well below the maximum lot coverage allowed in comparable districts (ie. C-1 has a maximum lot coverage of 80%; C-2 of 90-95%; PSC of 80%; L-1 of 80%; OSR has no lot coverage maximum; SU of 80%; and MU of 80%). The increased lot coverage requested here is typical in a more urban, walkable environment (which is why MU has a maximum lot coverage of 80%) and mitigated in this case by the extensive landscaping proposed for this site, as shown on the landscape plan submitted with the application.

Third, UDC Section 2.5.1.A. states that a hotel must provide “one space per guest room,” among other requirements. The Applicant states that this ratio is not appropriate for the Subject Property and seeks to reduce required parking to a total of 114 spaces for several reasons. First, the Subject Property is within walking distance of existing office, restaurant, retail and commercial uses. The City has allowed for parking reductions on other sites in proximity (i.e. Avalon, Atwater (CLUP-14-09/Z-14-14/V-14-31)), acknowledging that the full complement of parking is not warranted in this pedestrian-oriented area. Further, the Subject Property proposes

only a small amount of meeting space; it is not designed to and will not host parking-intensive functions. Finally, industry data demonstrates that the site does not need the amount of parking required by code. The industry treatise, *Hotel Design Planning and Development* (2nd Edition, p. 369) (attached), outlines the formula that design professionals use to determine the maximum parking needed for overnight guests. The formula is as follows:

$$\frac{(\text{Rooms}) \times (\% \text{ Occupancy}) \times (\text{People/Room}) \times (\% \text{ Arriving by Car})}{(\text{People/Car})} = \text{Spaces Needed}$$

The Applicant projects maximum weekly occupancy at 75%. It anticipates that at least 10% of guests will share a room. It also anticipates that 85% will arrive by car and at least 10% of cars will have more than one (1) occupant. Using this data, the formula yields the following:

$$\frac{(115) \times (.75) \times (1.1) \times (.85)}{1.1} = 73.313$$

Hence, according to industry experts, the site needs only 73 spaces for overnight guests, but is providing a total of 113, which will allow for fluctuations.

Pursuant to § 4.5.4, the Applicant shows that the criteria for the variance and exception variance are met. First, there are extraordinary and exceptional conditions pertaining to the Subject Property. As noted above, the Development Tract lies in the Old Milton Corridor. To facilitate the transition of the area to a more modern, urban and walkable environment, the City has in the past recognized the need to grant developers variances to reduce parking and other development standards. The Applicant requires similar concessions to create a development that complements and enhances on-going development in the area and to avoid being deprived of rights and privileges enjoyed by other property owners in the same district. Second, the application of the ordinance to the Subject Property would create unnecessary hardship and adversely affect its reasonable use or usability; again, the variances the Applicant seeks are

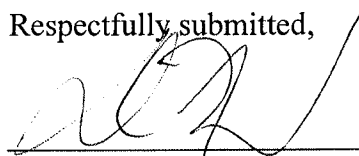
consistent with variances granted for other properties in the area, all of which have allowed the corridor to transition. Finally, the grant of the variances will not be materially detrimental to the public welfare or injurious to the property or improvements in the relevant zoning district; to the contrary, the variances sought support the intent of the City's Comprehensive Plan and current development patterns in the area.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Master Plan Amendment and Concurrent Variances at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Alpharetta so that such recommendations or input might be incorporated as conditions of approval of this Application.

This *19th* day of January, 2015.

Respectfully submitted,

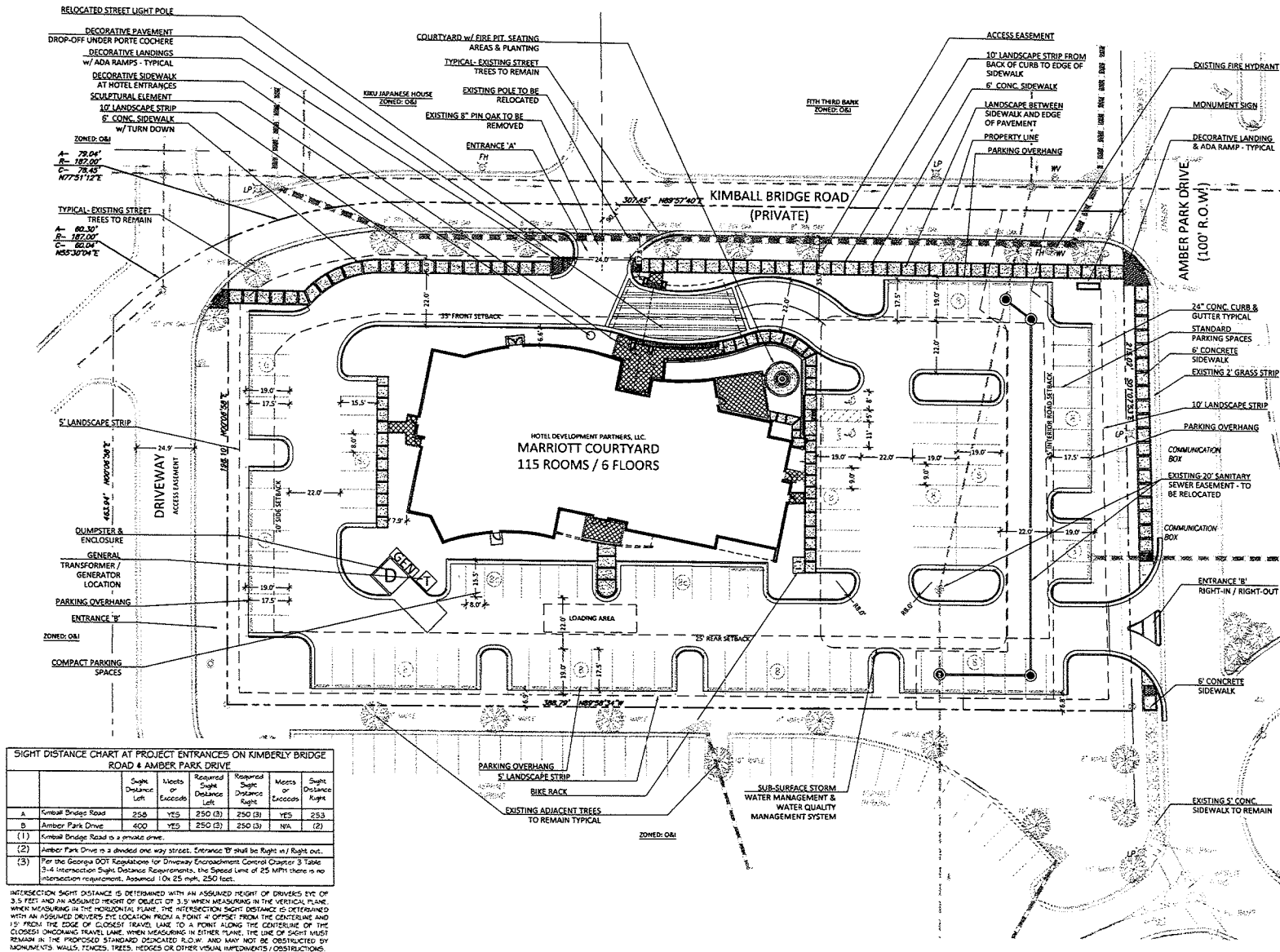


Dennis J. Webb, Jr.

Robert D. Griest

Attorneys for Applicant

Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
404-815-3500



- GENERAL NOTES:**
1. SITE AREA: 1.896 ACRES (82,589.83 SQFT). ZONED OR (OFFICE/INDUSTRY)
 2. LOCATION: KIMBALL BRIDGE ROAD & AMBER PARK DRIVE, LAND LOT 80A, 1ST DISTRICT, 2ND SECTION FULTON COUNTY, BUILDING SITE 6 IN THE PARKWAY 400 MASTER PLAN (APP-08-01)
 3. LAST EXISTING USE: UNDEVELOPED LAND
 4. PROPOSED USE: HOTEL AND PARKING LOT, MEETING SPACE: 1,000 SQFT, RESTAURANT: 1,000 SQFT
 5. OWNER/DEVELOPER: HOTEL DEVELOPMENT PARTNERS, LLC, 3414 PEACHTREE ROAD NE, SUITE 1075, ATLANTA, GEORGIA 30326, STEVE SMITH, 770-330-3233
 6. CONTACT PERSON: MCFARLAND-DYER & ASSOCIATES, INC., 4374 SILVER PEAK PARKWAY, SPOKANE, GEORGIA 30074, JEFF DYER (770) 932-6550, Jdyer@mcfad.com
 7. BOUNDARY, TOPOGRAPHY & SITE INFORMATION PREPARED BY REGISTERED LAND SURVEYORS, INC. DATED JUNE 15, 2004 LAST UPDATED DECEMBER 21, 2004
 8. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF ALPHARETTA DEVELOPMENT REGULATIONS. ALL CONSTRUCTION SHALL ALSO COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL CODES, STANDARDS AND REGULATIONS.
 9. FIRM MAP NUMBER 13121000596, EFFECTIVE SEPTEMBER 18, 2013, INDICATES THAT THIS TRACT DOES NOT LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD. THE SUBJECT SITE IS LOCATED IN A FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN.
 10. COVERAGES: PROPERTY: 82,589.83 SQFT, ACCESS EASEMENT: 7,741.92 SQFT, SITE: 77,599.28 SQFT, IMPERVIOUS AREA: 52,248.79 SQFT, PLANTED AREA: 20,349.49 SQFT, (IMPERVIOUS SQFT / SITE SQFT) X 100% = 73.78% COVERAGE
 11. STORM WATER MANAGEMENT SHALL BE PROVIDED ON SITE IN SUB-SURFACE FACILITIES.
 12. THERE ARE NO LAKES, STREAMS, WETLANDS OR WATERS OF STATE OR THEIR ASSOCIATED BUFFERS ON THIS SITE.
 13. REQUIRED SETBACKS: FRONT SETBACK: 35', REAR SETBACK: 25', SIDE SETBACK: 20'
 14. HEIGHT OF BUILDING: 2 STORIES OR 85' WITHIN FIRST 200' FROM RESIDENTIAL PROPERTY, 4 STORIES OR 110' WITHIN SECOND 200' FROM RESIDENTIAL PROPERTY, 8 STORIES OR 140' REMAINDER OF PLOT. PROPOSED HOTEL = UP TO 6 STORIES, MAXIMUM COVERAGE BY PROPOSED BUILDING 40% (10% PROPOSED).
 15. FINAL LANDSCAPE PLAN SHALL BE IN ACCORDANCE WITH THE MASTER PLAN.
 16. THERE ARE NO LAKES, STREAMS AND OTHER WETLANDS ON THE SITE AND ASSOCIATED BUFFERS.

PARKING	
Required Parking Spaces	
Hotel (115 rooms)	115
Hotel Employee (1 per 20 rooms)	6
Convention/Conf/Ball Rm (1 per 500 SqFt)	2
Restaurant / Retail (1 per 500 SqFt)	2
TOTAL PARKING REQUIRED	125
Proposed Parking Spaces	
Standard Parking Space (9'x15')	89
Compact Parking (8'x15'-6" max 20%)	24
TOTAL PARKING PROPOSED	113

SIGHT DISTANCE CHART AT PROJECT ENTRANCES ON KIMBERLY BRIDGE ROAD & AMBER PARK DRIVE

	Signs Distance Left	Moors or Exceeds	Required Sight Distance Left	Moors or Exceeds	Required Sight Distance Right	Moors or Exceeds	Required Sight Distance Right
A Kimball Bridge Road	250	YES	250 (3)	YES	250 (3)	YES	253
B Amber Park Drive	400	YES	250 (3)	YES	250 (3)	YES	253

(1) Kimball Bridge Road is a private drive.

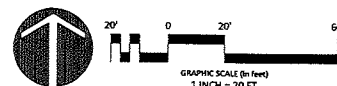
(2) Amber Park Drive is a divided one way street. Entrance 'B' shall be Right in / Right out.

(3) For the Georgia DOT Engineering for Driveway Encroachment Control Chapter 3 Table 3-4 Intersection Sight Distance Requirements, the Speed Limit of 25 MPH there is no intersection requirement. Assumed 1 On 25 mph, 250 feet.

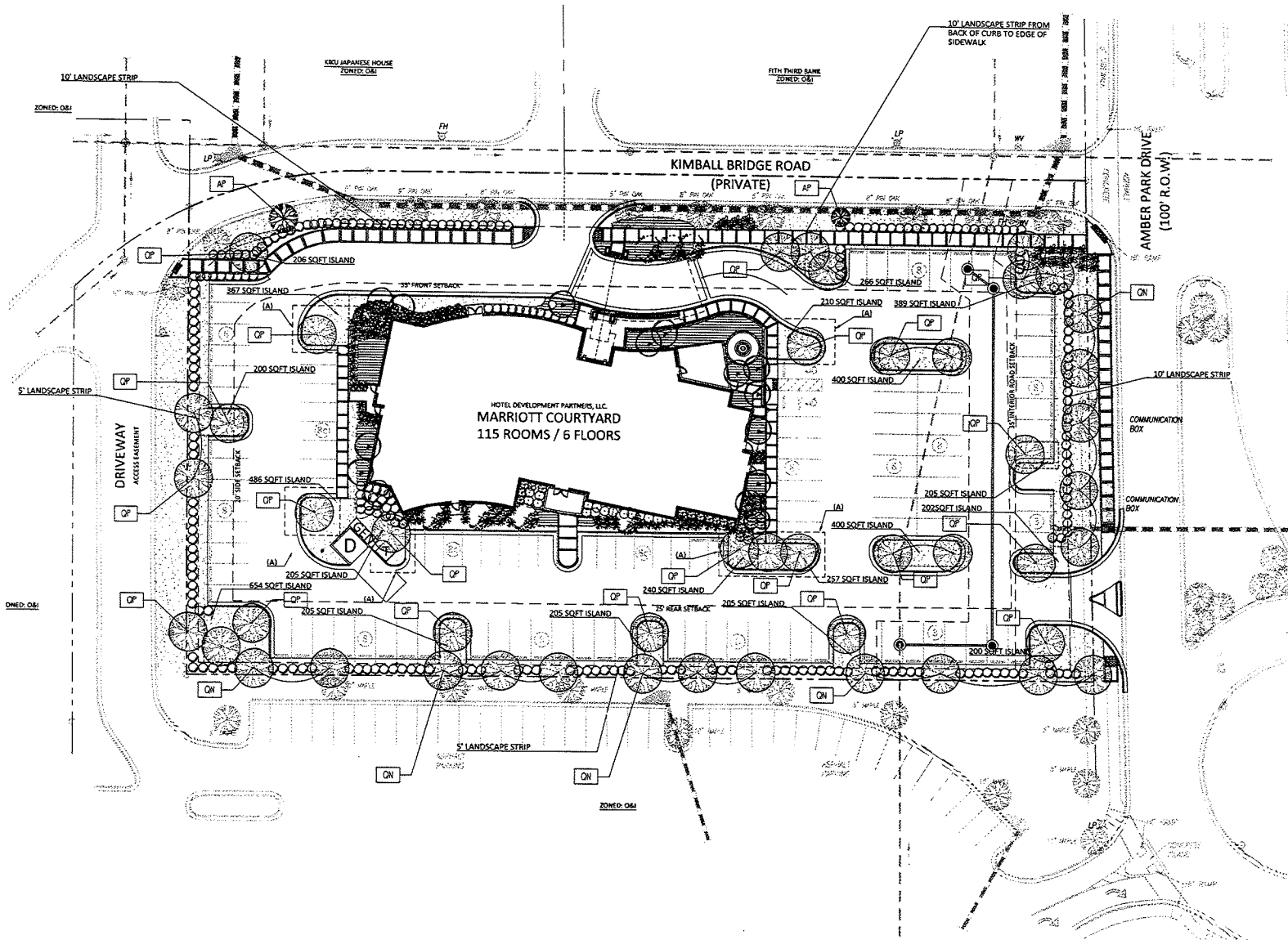
INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED HEIGHT OF DRIVERS EYE OF 3.5 FEET AND AN ASSUMED HEIGHT OF OBJECT OF 3.5 FEET WHEN MEASURING IN THE VERTICAL PLANE. WHEN MEASURING IN THE HORIZONTAL PLANE, THE INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED DRIVERS EYE LOCATION FROM A POINT 4' OFFSET FROM THE CENTERLINE AND 15' FROM THE EDGE OF CLOSEST TRAVEL LANE TO A POINT ALONG THE CENTERLINE OF THE CLOSEST ONCOMING TRAVEL LANE. WHEN MEASURING IN EITHER PLANE, THE LINE OF SIGHT MUST REMAIN IN THE PROPOSED STANDARD DESIGNATED R.O.W. AND MAY NOT BE OBSTRUCTED BY MONUMENTS, WALLS, FENCES, TREES, HEDGES OR OTHER VISUAL IMPEDIMENTS (OBSTRUCTIONS).

PARKWAY 400 - MARRIOTT COURTYARD ZONING SITE PLAN

KIMBALL BRIDGE DRIVE, ALPHARETTA, GEORGIA
JANUARY 18, 2016 (CHECKED BY MCFARLAND-DYER & ASSOCIATES)



MDA
MCFARLAND-DYER & ASSOCIATES
4074 SILVER PEAK PARKWAY, SUITE 1000, ATLANTA, GEORGIA 30326
PHONE: (770) 932-6550 FAX: (770) 432-6551
WWW.MCFAD.COM

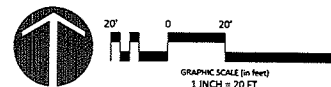


LEGEND	
LARGE SHADE TREE	
[QP] WILLOW OAK	
[QN] QUERCUS PHellos	
[QN] NUTTAL OAK	
[QN] QUERCUS NUTTALLII	
SHADE TREE	
[AP] PIN OAK	
[AP] ACER PALUSTRIS	
UNDERSTORY TREE	
[ICB-T] TREE FORM BURFORD HOLLY	
[ICB-T] ILEX CENATA 'BURFORD'	
[C] JAPANESE CEDAR	
[C] CRYPTOMERIA JAPONICA	
[ICB] NATCHEZ CRAPE MYRTLE	
[ICB] LAGERSTOMIA 'NATCHEZ'	
SHRUBBERY	
[MSG] MAIDEN GRASS	
[MSG] MISCANTHUS SINENSIS 'GRACILLIMUS'	
[PAH] FOUNTAIN GRASS	
[PAH] PENNISETUM ALOPECUROIDES 'HAEMEL'	
[ICB] DWARF BURFORD HOLLY	
[ICB] ILEX CENATA 'DWARF BURFORD'	
GROUND COVER	
SOD / GRASS	
[A] STRUCTURAL SOIL VAULT	

PARKWAY 400 - MARRIOTT COURTYARD ZONING LANDSCAPE PLAN

KIMBALL BRIDGE DRIVE, ALPHARETTA, GEORGIA

JANUARY 18, 2016 (REVISED BY: [REDACTED])



MDA
MCFARLAND-HOYER & ASSOCIATES
4076 SHELBY PARK PARKWAY, SUITE 100, ATLANTA, GEORGIA 30324
PHONE: (770) 932-6640 FAX: (770) 932-6641
WWW.MDA-USA.COM

EXHIBIT-A

All that tract or parcel of land lying and being in Land Lot 804 of the 1st District, 2nd Section Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING** commence at the Land Lot Corner common to Land Lots 801, 802, 803 and 804; thence South 02°29'25" East, a distance of 182.9 feet to a point on the common line of Land Lots 801 and 804; thence South 00°02'30" East, a distance of 81.93 feet to a point; thence South 89°56'40" East, a distance of 50.00 feet to a point; thence South 00°07'23" West a distance of 36.94 feet to the **POINT OF BEGINNING**; thence South 00°07'23" West, a distance of 22.23 feet to a point; thence South 00°07'23" West, a distance of 175.81 feet to a point; thence South 89°56'40" East, a distance of 388.77 feet to a point on the 100 foot right of way of Amberpark Drive; thence along said right of way, North 01°06'04" West, a distance of 215.06 feet to a point; thence leaving said right of way, South 89°58'59" West, a distance of 223.76 feet to a point; thence South 89°58'59" West, a distance of 83.69 feet to a point; thence 79.10 feet along a curve to the left, said curve having a chord bearing of South 77°51'53" West and a chord length of 78.52 feet and a radius of 187.00 feet to the **POINT OF BEGINNING**.

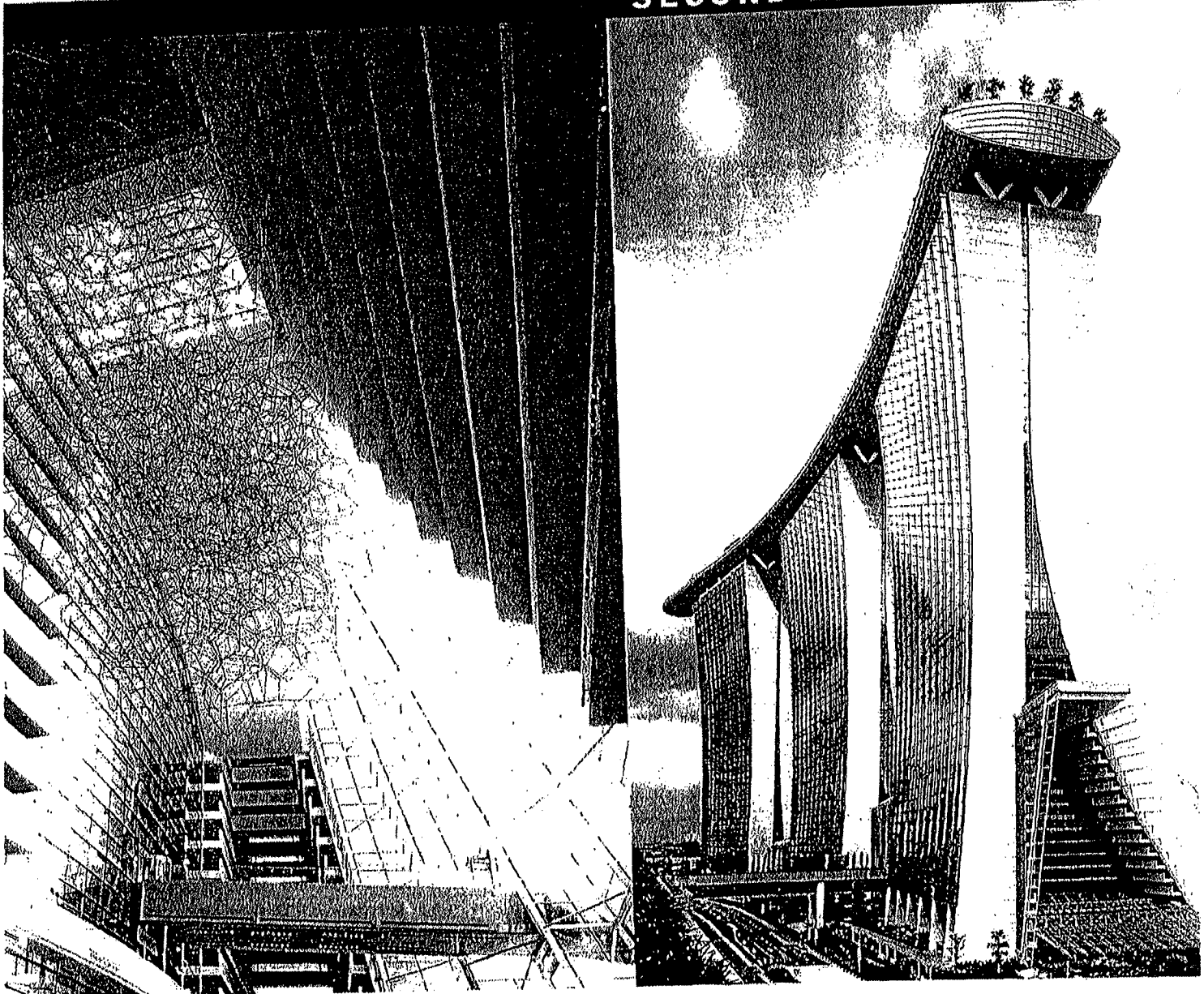
Said tract contains 1.896 acres (82,589.83 square feet) more or less.

HOTEL DESIGN

PLANNING AND DEVELOPMENT

Richard H. Penner
Lawrence Adams, AIA
Stephani K. A. Robson

SECOND EDITION



- **Safety:** Do not provide a diving board; include slip-free deck surface, depth markings, underwater lighting, safety or "pool rules" signage.
- **Wading pool, whirlpool:** Include additional pools within view of the swimming pool but slightly separated.
- **Indoor pool:** Design either operable roof or glass walls to provide direct sunlight and ventilation.

Spa and Health Club

A second major component of hotel recreational facilities is the spa or, in smaller properties, the health club, a feature that for many types of hotel has become more central than the pool. The focus of the spa is on the guest's experience, and introduces unique images, sounds (flowing water or music), scents (aromatherapy), and more to soothe and relax the individual. At a destination resort, there might be as many as one treatment room for every five guestrooms, dropping to one to every 50 or 100 in urban locations. In contrast, a simple health club may feature little more than a combination of exercise equipment (such as Nautilus or Universal machines) and such specialized facilities as whirlpool baths, steam rooms, and saunas. Larger complexes may add a unisex hair salon, a multi-purpose room for aerobic exercise—even racquetball courts. The spa at the Terranea Resort in Southern California is representative of how a medium-size, upscale resort property can cater to guests and the local community. Its 20,000 sq ft (1,850 sq m) spa, not including the adjoining fitness center and pool, has 23 treatment rooms for about 380 hotel guestrooms, plus many casitas and golf villas. See the

further discussion of spa facilities in the discussion of resort hotels in Chapter 7. The following items should be considered during the planning phase:

- **Location:** Plan the spa so that guests can reach it directly from the guestroom elevators, and local members have access from the street or parking area, without passing through the hotel lobby.
- **Program:** Include the following, depending on the market:
 - Reception area with attendant
 - Retail sales area
 - Salon
 - Lockers, showers, and toilets
 - Exercise room
 - Sauna, steam room, and whirlpool
 - Treatment rooms
 - Relaxation lounges
 - Spa café and support areas
- **Adjacencies:** Plan the complex with the control area and lounge most visible, and with the private functions either shared (exercise room) or back-to-back (saunas and restrooms).

Parking

The provision of sufficient parking can be a crucial element in both the budgeting and conceptual planning, for a hotel or motel. And its design often influences the guest's first and last impressions of the property. Roadside inn developers know they must provide

Table 17.12 Parking needed for different types of hotel

Hotel type	Number of spaces/room	Comment
Business (downtown)	0.4–0.8	Assumes limited function space
Boutique hotel	0.3–0.8	Higher factor in resort areas
Suburban hotel	1.2–1.4	Heavy local meeting and banquet use
Airport hotel	0.6–1.0	Moderate rental-car use
Roadside inn	1.0–1.2	Very limited local banquet and F&B use
Resort (all types)	0.2–1.4	Varies by market, location, and proximity to urban centers or major attractions
Convention hotel	0.8–1.4	Regional convention hotels need more parking
Conference center	1.0–1.3	If full house, minimum local use
Condominium hotel	1.2–2.0	May need two spaces/condominium
All-suite hotel	0.8–1.2	Limited F&B and function areas
Super-luxury hotel	1.0–1.2	Limited function areas
Mega-hotel	1.0–1.2	Limited local business; high rental-car use
Mixed-use hotel	0.6–1.2	Highly variable depending on other activities
Casino hotel	0.8–2.0	Varies by location (for example, Atlantic City requires extensive bus parking)

Table 17.13 Parking analysis

The following steps describe an approach to calculating parking requirements based on the changing needs of the guestrooms and other hotel facilities throughout the day. The maximum parking demand in most properties is created not by the rooms but by the meeting and banquet space. The provision of parking must recognize the sum of the various components and the interrelationship of the peaks and valleys over a 24-hour period.

1. Determine the components of the parking requirement: overnight guests, restaurant and bar patrons, meeting attendees, and other visitors (see Step 3).
2. Calculate the maximum number of cars that might be reasonably anticipated, planning to accommodate full demand on 80–85 percent of all days, but not peak demand for each component. The overnight guest calculation is illustrated by the following example:

Number of rooms	400
Percent occupancy	85
People per room	1.4
Percent arriving by car	40
People per car	1.5

Each calculation will be slightly different; the equation for calculating the overnight guests' parking requirement is:

$$\frac{(\text{Rooms}) \times (\% \text{ occupancy}) \times (\text{people/room}) \times (\% \text{ by car})}{(\text{People/car})}$$

$$\text{Example: } \frac{400 \times 0.85 \times 1.4 \times 0.40}{1.5} = 127 \text{ cars}$$

The calculation for the other components includes similar factors as appropriate, such as food and beverage covers, percentage of diners arriving by car, and number of employees by shift.

3. Develop a table (see below) showing hourly parking use factors (example shows four-hour periods). For example, the parking facility needs to accommodate all (100 percent or 1) overnight guest cars from midnight to 4:00 A.M. but, because of checkouts, only 60 percent (0.6) during the midday periods.
4. Combine the parking requirements for each component (Step 2) with the use table (Step 3) to calculate the total amount of parking necessary during each time period. In this example, hotel guests would require 127 parking spaces (1 x 127) at midnight but only 76 spaces (0.6 x 127) at noon. Recognize that high evening demand, for example, might be partially met by available parking nearby.

User	Morning			Afternoon		
	Midnight– 4:00	4:00– 8:00	8:00– noon	Noon– 16:00	16:00– 20:00	20:00– midnight
Hotel guests	1.0	0.95	0.6	0.6	0.9	0.95
Restaurant and bar patrons	0.05	0.1	0.1	0.1	0.2	0.25
Meeting/banquet attendees	0.05	—	0.1	0.1	0.4	0.4
Health club members	—	0.2	0.1	0.2	0.2	0.05
Visitors	—	0.1	0.2	0.1	0.2	0.4
Employees	0.25	0.25	0.4	0.4	0.35	0.35

one space per room; full-service hotels need additional spaces for employees and for any public areas—restaurants, bars, meeting space, or recreational facilities—that attract guests from the community. An otherwise successful hotel can be seriously affected—especially its ability to attract local banquet business—by insufficient or inconvenient parking.

The key objective should be to provide optimum but not excessive amounts of parking. Unless unusual conditions (sports complex, large banquet facility, retail center) exist, the parking provision for different types of lodging properties falls within the ranges shown in Table 17.12. Land cost is an increasing problem in suburban and rural locations, where parking usually is on grade, often covering more land than the building itself, making it necessary for developers to program their parking requirements more carefully. However, the more

critical concern is at downtown hotels, and at those other properties where high land costs preclude extensive amounts of surface parking or require the construction of a garage, often below the hotel. It is not uncommon for the developer and architect to appeal zoning regulations, if justified, based on an analysis by traffic experts. One technique is to project hourly parking requirements, recognizing that hotel guests, conferees, banquet guests, and employees create peak demands on parking at different periods of the day (see example, Table 17.13).

In addition to programming the parking, the design team must consider the impact it makes on the lasting impression the guest has of the hotel. Designers need to address concerns about convenience, safety, and possible claustrophobia:

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Parkway 400

Contact Name: Dennis J. Webb, Jr. and Robert D. Griest

Telephone: 404-815-3620

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

Notice of filing of this Application was mailed to all properties owners on January 19, 2016. Copies of the notices are attached.

To date, we have received no inquiries or comments in response to the notices. We will supplement if any inquiries are received at a later date.

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

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

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

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

Signature of Authorized Agent: _____

Date: 1/25/19

Print Form

Name and Address of Sender

Dennis J. Webb, Jr., Esq.
1230 Peachtree St., NE, Ste. 3100
Atlanta, GA 30309

Check type of mail or service:

- | | |
|--|--|
| ☐ Certified | ☐ Recorded Delivery (International) |
| ☐ COD | ☐ Registered |
| ☐ Delivery Confirmation | ☐ Return Receipt for Merchandise |
| ☐ Express Mail | ☐ Signature Confirmation |
| ☐ Insured | |

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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee																
1.	Fourth Quarter Properties 87 LLC P.O. Box 56607 Atlanta, Georgia 30343																		
2.	WBCMT 2007 C31 Amber Park Ltd. Partnership 1601 Washington Ave., Ste. 700 Miami, Florida 33139																		
3.	Greenstone Parkway Four Hundred LLP 3330 Cumberland Blvd., Ste. 475 Atlanta, Georgia 30339																		
4.	Fulton County Board of Education 786 Cleveland Avenue Atlanta, Georgia 30315																		
5.	Joel B. Shirley, Jr. 12080 Shirley Bridge Road Alpharetta, Georgia 30005																		
6.	John Doulgerakis 1387 Holbrook Camp Ground Rd. Cumming, Georgia 30040																		
7.	Fifth Third Bank 2755 Old Milton Parkway Alpharetta, GA 30004																		
8.	Windward Eye Group, LLP 2725 Old Milton Parkway, Ste. B Alpharetta, Georgia 30009																		
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)																	

See Privacy Act Statement on Reverse

Name and Address of Sender

Dennis J. Webb, Jr., Esq.
1230 Peachtree St., NE, Ste. 3100
Atlanta, GA 30309

Check type of mail or service:

- | | |
|--|--|
| ☐ Certified | ☐ Recorded Delivery (International) |
| ☐ COD | ☐ Registered |
| ☐ Delivery Confirmation | ☐ Return Receipt for Merchandise |
| ☐ Express Mail | ☐ Signature Confirmation |
| ☐ Insured | |

Affix Stamp Here

(If issued as a
certificate of mailing,
or for additional
copies of this bill)

Postmark and
Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	NNN Parkway Four Hundred, LLC 11720 Amber Park Drive Atlanta, Georgia 30308											
2.												
3.												
4.												
5.												
6.												
7.												
8.												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse								

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

Dennis J. Webb, Jr.
Direct Tel: (404) 815-3620
Direct Fax: (404) 685-6920
djwebb@sgrlaw.com

January 19, 2016

Dear Property Owners:

This letter is to inform you that a Master Plan Amendment, Variance and Exception Variance application has been submitted to the City of Alpharetta on a tract of land near your property.

Please be advised of the following information pertaining to the applications and public hearings:

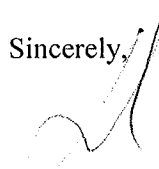
CASE NUMBERS: MP-15-061/V-15-12	APPLICANT NAME: Hotel Development Partners, LLC
PROPOSED ZONING: O-I	PROPERTY SIZE: +/- 1.896 acres
STREET LOCATION: Amber Park Drive	CONTACT PERSON: Dennis J. Webb, Jr. TELEPHONE NUMBER: (404) 815-3500
PROPOSED DEVELOPMENT: Hotel	

CITY COUNCIL HEARING
February 1, 2016 at 7:30 P.M.

PUBLIC HEARING LOCATION: Alpharetta City Hall
2 Park Plaza, Council Chambers
Alpharetta, Georgia

If you have any questions regarding this project or would like detailed information regarding this project, please feel free to contact me at the number listed above.

Sincerely,


Dennis J. Webb, Jr.
Attorney



CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

☐ Fee Paid Initial: _____

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

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

Contact Information:

Contact Name: Hotel Development Partners, LLC c/o Dennis J. Webb, Jr., Esq.

Telephone: 404-815-3620

Address: 1230 Peachtree St., NE

Suite: 3100

City Atlanta

State: GA

Zip: 30309

Fax: 404-685-6920

Mobile Tel: _____

Email: djwebb@sgrlaw.com

Subject Property Information:

Address: Amber Park Drive

Current Zoning: O-I

District: 1

Section: 2

Land Lot: 804

Parcel ID: 12-284-00804029-2

Proposed Zoning: O-I

Current Use: Vacant / undeveloped

This Application For (Check All That Apply):

☐ Conditional Use

☒ Master Plan Amendment

☐ Rezoning

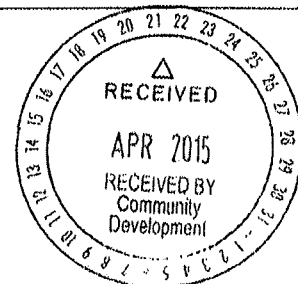
☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Comprehensive Plan Amendment

☐ Other (Specify): _____



APPLICANT REQUEST AND INTENT

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

Hotel. See Statement of Intent

Applicant's Request *(Please itemize the proposal)*:

1. Master Plan Amendment to allow proposed hotel use in Pod C, Building Site 6 of the Parkway 400 Master Plan;
2. Special Exception to reduce required parking to 113 spaces;
3. Variance to reduce front-yard setback from 35 feet to 17.8 feet, at certain points, to allow for a porte cochere at the front of the proposed hotel; and
4. Variance to increase lot coverage to 74%.

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

See Statement of Intent

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Steve Spetnagel - Whileaway Holdings, LLC

Telephone: 678-892-6902

Address: 2520 Northwinds Parkway

Suite: 285

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

☐ Annexation

☐ Special Use

☐ Rezoning

☐ Conditional Use

☒ Variance

☒ Master Plan

☐ Land Use Application

☐ Other _____

Identify Authorized Applicant:

Name of Authorized Applicant: *Hotel Development Partners, LLC*
IRE Capital c/o Dennis J. Webb, Jr.

Telephone: 404-815-3620

Address: 1230 Peachtree St., NE

Suite: 3100

City Atlanta

State: GA

Zip: 30309

So Sworn and Attested:

Owner Signature: _____

Date: _____

4/13/15

Notary:

Notary Signature: _____

Lori Mayer Miles



Date: _____

4/13/15

DISCLOSURE FORM

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

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

Name of Applicant or Opponent:

STEVEN E. SPETNAGEL

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official:

N/A

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:

SES

Date:

4/13/15

DISCLOSURE FORM

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Name of Applicant or Opponent:

Hotel Development Partners

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official:

N/A

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:

[Signature]

Date:

4/20/15

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Name of Applicant or Opponent: Dennis J. Webb, Jr., Esq.

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: NONE

Position: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 4/16/15

DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Smith, Gambrell & Russell, LLP

Subject Public Hearing Case: _____

Campaign Contribution Information:

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

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

Name of Official: NONE

Position: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Description of Contribution: _____

Value: _____

Campaign Contribution Information:

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

Signature: _____

Date: 4/14/15

DISCLOSURE FORM

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

Name of Applicant or Opponent: Robert D. Grest, Esq.

Subject Public Hearing Case:

Campaign Contribution Information:

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

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

Name of Official: NONE

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

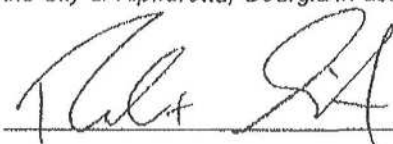
Description of Contribution:

Value:

Campaign Contribution Information:

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

Signature:



Date:

4/16/2015

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

See Statement of Intent

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

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

See Statement of Intent

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

See Statement of Intent

Are there conditions that are peculiar to the subject property? Please describe them in detail.

See Statement of Intent

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

See Statement of Intent

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

SIGN VARIANCE REVIEW CRITERIA

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Parkway 400

Contact Name: Dennis J. Webb, Jr.

Telephone: 404-815-3620

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

Fifth Third Bank, 2755 Old Milton Pkwy.

Joel B. Shirley, Jr.

Windward Eye Group, LLC, 272 Old Milton Pkwy.

John Doulgerakis

NNN Parkway Four Hundred, LLC, 11720 Amber Park Drive.

Fourth Quarter Properties 87, LLC

WBCMT 2007 C31 Amberpark Limited Partnership

Greenstone Parkway Four Hundred LLP

Fulton County Board of Education

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☒

Other (Please Specify)

Will offer to meet in the letter

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

They will be given contact information (telephone, email and address) for the Applicant's representative.

FOURTH AMENDED
STATEMENT OF INTENT

and

Other Materials Required by
City of Alpharetta Zoning Ordinance
for the
Master Plan Amendment Application
Concurrent Variance Application
Concurrent Variance Exception Application

of

HDP Acquisitions, LLC
c/o Hotel Development Partners, LLC
("Applicant")

related to

±1.896 Acres of Land located in
Land Lot 804, 1st District, 2nd Section

Submitted for Applicant by:

Dennis J. Webb, Jr.
Robert D. Griest
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
404-815-3500

I. INTRODUCTION

This Application seeks a (a) Master Plan Amendment (b) Concurrent Variance and (c) Concurrent Exception Variance to allow for development of a hotel on $\pm$ 1.896 acres of land located in Land Lot 804, 1st District, 2nd Section, in the southwest quadrant of the intersection of Kimball Bridge Road and Amber Park Drive (the “Subject Property”). The Subject Property is designated as Building Site 6 in the Parkway 400 Master Plan (MP-98-01) and zoned OI (Office-Institutional). Further, pursuant to the City’s Comprehensive Land Use Plan, the Subject Property is designated as “Corporate Office Campus” and located in the Old Milton Corridor, neither of which prohibits the use proposed.

Parkway 400 was zoned by Fulton County in 1998 and annexed into the City of Alpharetta in 2004. Parkway 400 is approved for 557,100 square feet of development. Despite the passage of 17 years, however, roughly 60% of the Master Planned area remains undeveloped, including the Subject Property.

While growth in Parkway 400 has lagged, growth in the area around it has not. For example, Avalon recently opened its initial phase north of the Subject Property and across Old Milton Parkway. It includes 500,000 square feet of retail space, 350 residential units (100 single-family detached units and 250 multifamily units), 1,000,000 square feet of office space and a full service hotel. Additionally, Gwinnett Technical College owns and is building a satellite campus to serve 10,000 students on 26 acres just east of the property.

These and other changes have markedly transformed the area around Parkway 400. Yet, Parkway 400 remains subject to a static Master Plan adopted almost two (2) decades ago. In light of changes in the area, the Applicant believes that the highest and best use for the Subject Property is a business hotel given (a) the lack of hotels in immediate proximity and (b) the

existing and proposed retail, restaurant, commercial, office and university uses within walking distance. The Applicant also notes that hotels are an attractive amenity for office uses, so the proposed use could serve as a catalyst for additional office development in Parkway 400.

The Applicant is planning to construct a 115 room, six (6)-story Marriott Courtyard Hotel. A mid-priced hotel catering to both the business and leisure traveler, Courtyard is the largest brand in the Marriott portfolio. The hotel structure has been designed to provide guests with the right blend of services and spaces. The hotel includes dining options like The Bistro, which offers breakfast, dinner and beverage services, and the 24/7 Market, which offers “grab and go” options. It has meeting rooms and a Business Library with computer, printer and internet access. It also provides fitness equipment and a pool and outdoor spaces with comfortable seating and fire pits.

This document is submitted both as a Statement of Intent with regard to this Application and as a written response to the Planning Commission Review Criteria. A survey plat of the property has been filed contemporaneously with the Application.

II. HISTORY

The Subject Property is a ± 1.896 acre parcel zoned OI. It is located in Pod C (Building Site 6) of Parkway 400, a master-planned development (MP-98-01) approved by Fulton County in 1998. The Subject Property is vacant and undeveloped and has been since the Parkway 400 Master Plan was approved 17 years ago. Pursuant to the City’s Comprehensive Land Use Plan, the Subject Property is designated as “Corporate Office Campus” and located in the Old Milton Corridor.

III. REVIEW CRITERIA

1.

THE PROPOSAL IS COMPATIBLE WITH SURROUNDING PROPERTIES

The Subject Property is in Pod C (Building Site 6) of the Parkway 400 Master Planned development (MP-98-01) and is located on the South Side of Kimball Bridge Road, west of its intersection with Amber Park Drive. It is immediately adjacent to a number of existing office uses. It also is one block off Old Milton Parkway at a lighted intersection directly across from a primary entrance into Avalon, a mixed-use development whose first phase includes 500,000 square feet of retail space, 350 residential units (100 single-family detached units and 250 multifamily units), 1,000,000 square feet of office space and a full service hotel. The Subject Property is also west of Gwinnett Technical College, a university designed to serve 10,000 students on 26 acres.

The proposed use is therefore consistent with the uses approved for developments on the surrounding properties. The intended final appearance of this development will compare favorably to the projects in this community. Appropriate attention has been given by the Applicant to ensure that this project will blend harmoniously with its surroundings.

2.

THIS PROPOSAL WILL IMPROVE THE USE AND VALUE OF SURROUNDING PROPERTIES

The planning files of the City of Alpharetta were reviewed by the Applicant in advance of the filing of this Application, and the Applicant believes that this proposal will improve the use and value of surrounding properties. Importantly, it will place into service a vacant property that has sat dormant for 17 years and will compliment the nearby mix of uses which include offices, restaurants, retail and commercial.

THE PROPERTY DOES NOT HAVE A
REASONABLE ECONOMIC USE AS CURRENTLY ZONED

The Applicant, on behalf of the owner of the tract of land at issue in this Master Plan Amendment, Variance, and Exception Variance Application, respectfully submits that the Zoning Ordinance of the City of Alpharetta, Georgia, as amended from time to time and known as the “Unified Development Code, City of Alpharetta, Georgia,” to the extent that it limits the Subject Property in such a manner to preclude the development of this proposal, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions set forth below. Any existing zoning limitations of the Subject Property pursuant to the City of Alpharetta Zoning Ordinance deprives the current owner of any alternative reasonable use and development of the Subject Property. Additionally, all other zoning limitations, including ones intervening between the existing limitation and the one requested herein, would deprive the current owner of any reasonable use and development of the Subject Property. Further, an attempt by the City Council to impose greater restrictions upon the manner in which the Subject Property will be developed than presently exist, such as by way of approving the Application but limiting development to standards allowed under more stringent zoning classifications, would be equally unlawful.

The Applicant submits that the current limitations on development on the Subject Property constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Subject Property owners. All limitations between the existing limitation and the use requested would constitute an arbitrary and unreasonable use of

the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality or general welfare of the public and would substantially harm the Subject Property owners. Further, the existing limitations applicable to the Subject Property and its adjoining properties constitute, and all zoning and Master Plan limitations intervening between the existing limits and that required to develop this project would constitute, a taking of the owners' private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that the City Council's failure to approve the Application would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Subject Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City Council cannot lawfully impose more restrictive standards upon the development of the Subject Property than presently exist as to do so not only would constitute a taking of property as set forth above, but also would amount to an unlawful delegation of authority, in response to public opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power, Guhl v. Holcomb Bridge Road, 238 Ga. 322 (1977).

4.

THIS PROPOSAL WILL NOT ADVERSELY
AFFECT POPULATION AND TRAFFIC

The proposal would have no effect on population. Further, it should have minimal effect on traffic. According to the Master Plan, the site already is approved for office uses up to eight (8) stories in height. An eight (8) story office use would generate 1.56 trips per 1,000 square feet of gross floor area in the weekday am peak hour and 1.49 trips per 1,000 square feet of gross floor area in the weekday pm peak hour. ITE Trip Generation Manual (9th Ed.), General Office Building (710). By comparison, a business hotel will generate .56 trips per occupied room in the weekday am peak and .62 trips per occupied room in the weekday pm peak. ITE Trip Generation Manual (9th Ed.), Business Hotel (312). The Applicant projects average weekly occupancy at 75%. This occupancy will generate 48 trips in the weekday am peak and 53 trips in the weekday pm peak. Hence, traffic generation under the use requested should be comparable to traffic generation under the currently approved use.

5.

THIS PROPOSAL WILL NOT ADVERSELY
IMPACT SCHOOL OR UTILITIES

This project, if approved, will not adversely impact schools or utilities. No new residential development is part of this application, thus no impact on schools will result. Capacity is available to service waste generated by this project. The Big Creek/Johns Creek Reclamation Plants currently serve the Subject Property and have adequate capacity. Sufficient

water capacity also is available for the development. Water is supplied by Fulton County via the North Area Water Treatment Plant.

6.

THIS PROPOSAL IS CONSISTENT WITH
THE COMPREHENSIVE LAND USE PLAN

Pursuant to the City's Comprehensive Land Use Plan, the Subject Property is designated as "Corporate Office Campus" and located in the Old Milton Corridor, neither of which prohibits the use proposed.

7.

OTHER EXISTING OR CHANGING CONDITIONS
AFFECTING THE DEVELOPMENT OF THE PROPERTY
AND WHICH SUPPORT THIS PROPOSAL

The Master Plan Amendment requested conforms to the ideals and spirit of both the City of Alpharetta Zoning Ordinance and the Parkway 400 Master Plan while, at the same time, proposing a progressive, valuable development that will revitalize currently unused property into an asset for the immediate area and the City as a whole.

8.

CONCURRENT VARIANCE AND CONCURRENT EXCEPTION VARIANCE

The Applicant seeks two (2) variances and one (1) exception variance concurrent with this Application. First, the Master Plan requires a 35 foot front yard building setback on Kimball Bridge Road. The Applicant seeks to reduce this requirement to 17.8 feet to allow for the placement of a porte cochere; notably, the building itself is outside of the 35 foot setback. Moving the driveway and porte cochere closer to the street is consistent with new urbanist policies and recent developments in the area.

Second, the staff has stated that lot coverage on the Subject Property is limited to 70% under the OI Ordinance. The applicant respectfully disagrees. According to § 2.2.13 of the Zoning Code, the OI District “is intended for the development of planned office areas which allow for design flexibility through a master plan.” The OI zoning district also requires at least 25 acres of lot area. See Table 2.1. In light of these provisions, the Code appears to put a maximum lot coverage of 70% for an office park as a whole, not the individual lots within the office park. In this case and as stated above, 60% of the Parkway 400 office park is undeveloped and, hence, lot coverage for the office park as a whole is well below 70%. Nonetheless and out of an abundance of caution, the Applicant is requesting lot coverage of 74% for the Subject Property. The Applicant notes that this modest increase is well below the maximum lot coverage allowed in comparable districts (ie. C-1 has a maximum lot coverage of 80%; C-2 of 90-95%; PSC of 80%; L-1 of 80%; OSR has no lot coverage maximum; SU of 80%; and MU of 80%). The increased lot coverage requested here is typical in a more urban, walkable environment (which is why MU has a maximum lot coverage of 80%) and mitigated in this case by the extensive landscaping proposed for this site, as shown on the landscape plan submitted with the application.

Third, UDC Section 2.5.1.A. states that a hotel must provide “one space per guest room,” among other requirements. The Applicant states that this ratio is not appropriate for the Subject Property and seeks to reduce required parking to a total of 114 spaces for several reasons. First, the Subject Property is within walking distance of existing office, restaurant, retail and commercial uses. The City has allowed for parking reductions on other sites in proximity (i.e. Avalon, Atwater (CLUP-14-09/Z-14-14/V-14-31)), acknowledging that the full complement of parking is not warranted in this pedestrian-oriented area. Further, the Subject Property proposes

only a small amount of meeting space; it is not designed to and will not host parking-intensive functions. Finally, industry data demonstrates that the site does not need the amount of parking required by code. The industry treatise, *Hotel Design Planning and Development* (2nd Edition, p. 369) (attached), outlines the formula that design professionals use to determine the maximum parking needed for overnight guests. The formula is as follows:

$$\frac{(\text{Rooms}) \times (\% \text{ Occupancy}) \times (\text{People/Room}) \times (\% \text{ Arriving by Car})}{(\text{People/Car})} = \text{Spaces Needed}$$

The Applicant projects maximum weekly occupancy at 75%. It anticipates that at least 10% of guests will share a room. It also anticipates that 85% will arrive by car and at least 10% of cars will have more than one (1) occupant. Using this data, the formula yields the following:

$$\frac{(115) \times (.75) \times (1.1) \times (.85)}{1.1} = 73.313$$

Hence, according to industry experts, the site needs only 73 spaces for overnight guests, but is providing a total of 113, which will allow for fluctuations.

Pursuant to § 4.5.4, the Applicant shows that the criteria for the variance and exception variance are met. First, there are extraordinary and exceptional conditions pertaining to the Subject Property. As noted above, the Development Tract lies in the Old Milton Corridor. To facilitate the transition of the area to a more modern, urban and walkable environment, the City has in the past recognized the need to grant developers variances to reduce parking and other development standards. The Applicant requires similar concessions to create a development that complements and enhances on-going development in the area and to avoid being deprived of rights and privileges enjoyed by other property owners in the same district. Second, the application of the ordinance to the Subject Property would create unnecessary hardship and adversely affect its reasonable use or usability; again, the variances the Applicant seeks are

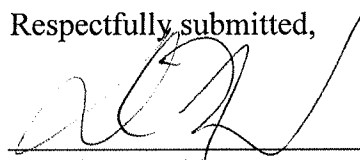
consistent with variances granted for other properties in the area, all of which have allowed the corridor to transition. Finally, the grant of the variances will not be materially detrimental to the public welfare or injurious to the property or improvements in the relevant zoning district; to the contrary, the variances sought support the intent of the City's Comprehensive Plan and current development patterns in the area.

IV. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Master Plan Amendment and Concurrent Variances at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Alpharetta so that such recommendations or input might be incorporated as conditions of approval of this Application.

This *19th* day of January, 2015.

Respectfully submitted,

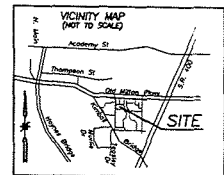
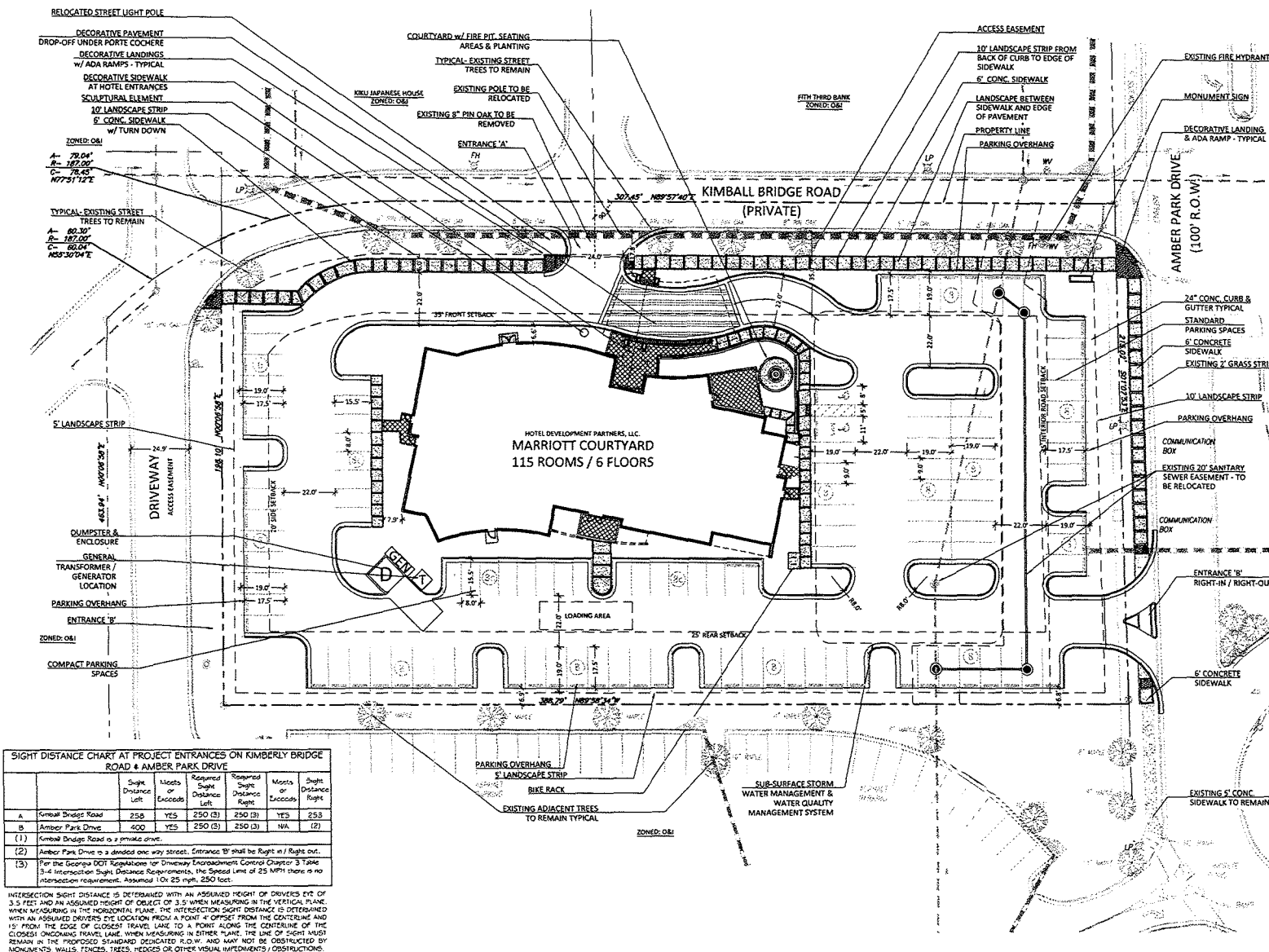


Dennis J. Webb, Jr.

Robert D. Griest

Attorneys for Applicant

Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
404-815-3500



- GENERAL NOTES:**
1. SITE AREA: 1.896 ACRES (82,589.83 SQFT), ZONED OBI (OFFICE/INDUSTRY)
 2. LOCATION: KIMBALL BRIDGE ROAD & AMBER PARK DRIVE, LAND LOT 204, 1st DISTRICT, 2nd SECTION FULTON COUNTY, BUILDING SITE 6 IN THE PARKWAY 400 MASTER PLAN (MAP-98-01)
 3. LAST EXISTING USE: UNDEVELOPED LAND
 4. PROPOSED USE: HOTEL AND PARKING LOT, MEETING SPACE, 1,200 SQFT, RESTAURANT, 1,000 SQFT
 5. OWNER/DEVELOPER: HOTEL DEVELOPMENT PARTNERS, LLC, 3414 PEACHTREE ROAD NE, SUITE 1075, ATLANTA, GEORGIA 30326, STEVE SMITH, 770-330-3333
 6. CONTACT PERSON: MCFARLAND-DYER & ASSOCIATES, INC., 4178 SEVEN PEAK PARKWAY, SUWANEE, GEORGIA 30024, JEFF DYER, (770) 932-6550, JDM@MDA-PA.COM
 7. DESIGN/ENGINEER: MCFARLAND-DYER & ASSOCIATES, INC., 4178 SEVEN PEAK PARKWAY, SUWANEE, GEORGIA 30024, JEFF DYER, (770) 932-6550, JDM@MDA-PA.COM
 8. BOUNDARY TOPOGRAPHY & SITE INFORMATION PREPARED BY REGISTERED LAND SURVEYORS, INC. DATED JUNE 15, 2004, LAST UPDATED SEPTEMBER 22, 2009.
 9. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF ALPHARETTA DEVELOPMENT REGULATIONS. ALL CONSTRUCTION SHALL ALSO COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL CODES, STANDARDS AND REGULATIONS.
 10. FIRM MAP NUMBER 1312100006, EFFECTIVE SEPTEMBER 18, 2013, INDICATES THAT THIS TRACT DOES NOT LIE IN AN AREA DESIGNATED AS FLOOD HAZARD. THE SUBJECT SITE IS LOCATED IN A FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN.
 11. COVERAGE: PROPERTY: 82,589.83 SQFT, ACCESS EASEMENT: 2,741.92 SQFT, SITE: 77,595.26 SQFT, IMPERVIOUS AREA: 57,249.78 SQFT, PLANTED AREA: 20,345.48 SQFT, IMPERVIOUS: SQFT / SITE: 507/10000 = 73.12% COVERAGE
 12. STORM WATER MANAGEMENT SHALL BE PROVIDED ON SITE IN SUB-SURFACE FACILITIES.
 13. THERE ARE NO LAKES, STREAMS, WETLANDS OR WATERS OF STATE OR THEIR ASSOCIATED BUFFERS ON THIS SITE.
 14. REQUIRED SETBACKS: FRONT SETBACK: 35', REAR SETBACK: 25', SIDE SETBACK: 20'
 15. HEIGHT OF BUILDING: 4 STORIES OR LESS WITHIN FIRST 200' FROM RESIDENTIAL PROPERTY, 6 STORIES OR 140' WITHIN SECOND 200' FROM RESIDENTIAL PROPERTY, 8 STORIES OR 140' REMAINDER OF PDD 'C', PROPOSED HOTEL = UP TO 8 STORIES, MAXIMUM COVERAGE BY PRINCIPAL BUILDING 40%, 15% PROPOSED.
 16. COMPACT PARKING SPACES: MAXIMUM OF 20% MAY BE COMPACT SPACES.
 17. FINAL LANDSCAPE PLAN SHALL BE IN ACCORDANCE WITH THE MASTER PLAN.
 18. THERE ARE NO LAKES, STREAMS AND OTHER WETLANDS ON THE SITE AND ASSOCIATED BUFFERS.

SIGHT DISTANCE CHART AT PROJECT ENTRANCES ON KIMBERLY BRIDGE ROAD & AMBER PARK DRIVE

	Sight Distance Left	Moors or Exceeds	Required Sight Distance Feet	Moors or Exceeds	Sight Distance Right
A Kimball Bridge Road	250	YES	250 (3)	250 (3)	YES 250
B Amber Park Drive	400	YES	250 (3)	250 (3)	N/A (2)

(1) Kimball Bridge Road is a private drive.

(2) Amber Park Drive is a divided one-way street. Entrance 'B' shall be Right in / Right out.

(3) Per the Georgia DOT Regulations for Highway Encroachment Control Chapter 3 Table 3-4 Intersection Sight Distance Requirements, the Speed Limit of 25 MPH there is no intersection requirement. Minimum 10x25 mph, 250 feet.

INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED HEIGHT OF DRIVERS EYE OF 3.5 FEET AND AN ASSUMED HEIGHT OF OBJECT OF 3.5 FEET WHEN MEASURING IN THE VERTICAL PLANE. WHEN MEASURING IN THE HORIZONTAL PLANE, THE INTERSECTION SIGHT DISTANCE IS DETERMINED WITH AN ASSUMED DRIVERS EYE LOCATION FROM A POINT 4' OFFSET FROM THE CENTERLINE AND 15' FROM THE EDGE OF CLOSEST TRAVEL LANE TO A POINT ALONG THE CENTERLINE OF THE CLOSEST ONCOMING TRAVEL LANE. WHEN MEASURING IN EITHER PLANE, THE LINE OF SIGHT MUST REMAIN IN THE PROPOSED STANDARD DEDICATED R.O.W. AND MAY NOT BE OBSTRUCTED BY MONUMENTS, WALLS, FENCES, TREES, HEDGES OR OTHER VISUAL IMPEDIMENTS / OBSTRUCTIONS.

PARKING

Required Parking Spaces	
Hotel (115 rooms)	115
Hotel Employee (1 per 20 rooms)	6
Convention/Conf./Ball Rm (1 per 500 SqFt)	2
Restaurant / Retail (1 per 500 SqFt)	2
TOTAL PARKING REQUIRED	125
Proposed Parking Spaces	
Standard Parking Space (9'x19')	89
Compact Parking (8'x15'-6" max 20%)	24
TOTAL PARKING PROPOSED	113

PARKWAY 400 - MARRIOTT COURTYARD ZONING SITE PLAN KIMBALL BRIDGE DRIVE, ALPHARETTA, GEORGIA JANUARY 18, 2016 (AS SHOWN ON THE SITE PLAN, THE SITE IS ZONED OBI)

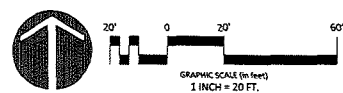


EXHIBIT-A

All that tract or parcel of land lying and being in Land Lot 804 of the 1st District, 2nd Section Fulton County, Georgia and being more particularly described as follows:

To find the **POINT OF BEGINNING** commence at the Land Lot Corner common to Land Lots 801, 802, 803 and 804; thence South 02°29'25" East, a distance of 182.9 feet to a point on the common line of Land Lots 801 and 804; thence South 00°02'30" East, a distance of 81.93 feet to a point; thence South 89°56'40" East, a distance of 50.00 feet to a point; thence South 00°07'23" West a distance of 36.94 feet to the **POINT OF BEGINNING**; thence South 00°07'23" West, a distance of 22.23 feet to a point; thence South 00°07'23" West, a distance of 175.81 feet to a point; thence South 89°56'40" East, a distance of 388.77 feet to a point on the 100 foot right of way of Amberpark Drive; thence along said right of way, North 01°06'04" West, a distance of 215.06 feet to a point; thence leaving said right of way, South 89°58'59" West, a distance of 223.76 feet to a point; thence South 89°58'59" West, a distance of 83.69 feet to a point; thence 79.10 feet along a curve to the left, said curve having a chord bearing of South 77°51'53" West and a chord length of 78.52 feet and a radius of 187.00 feet to the **POINT OF BEGINNING**.

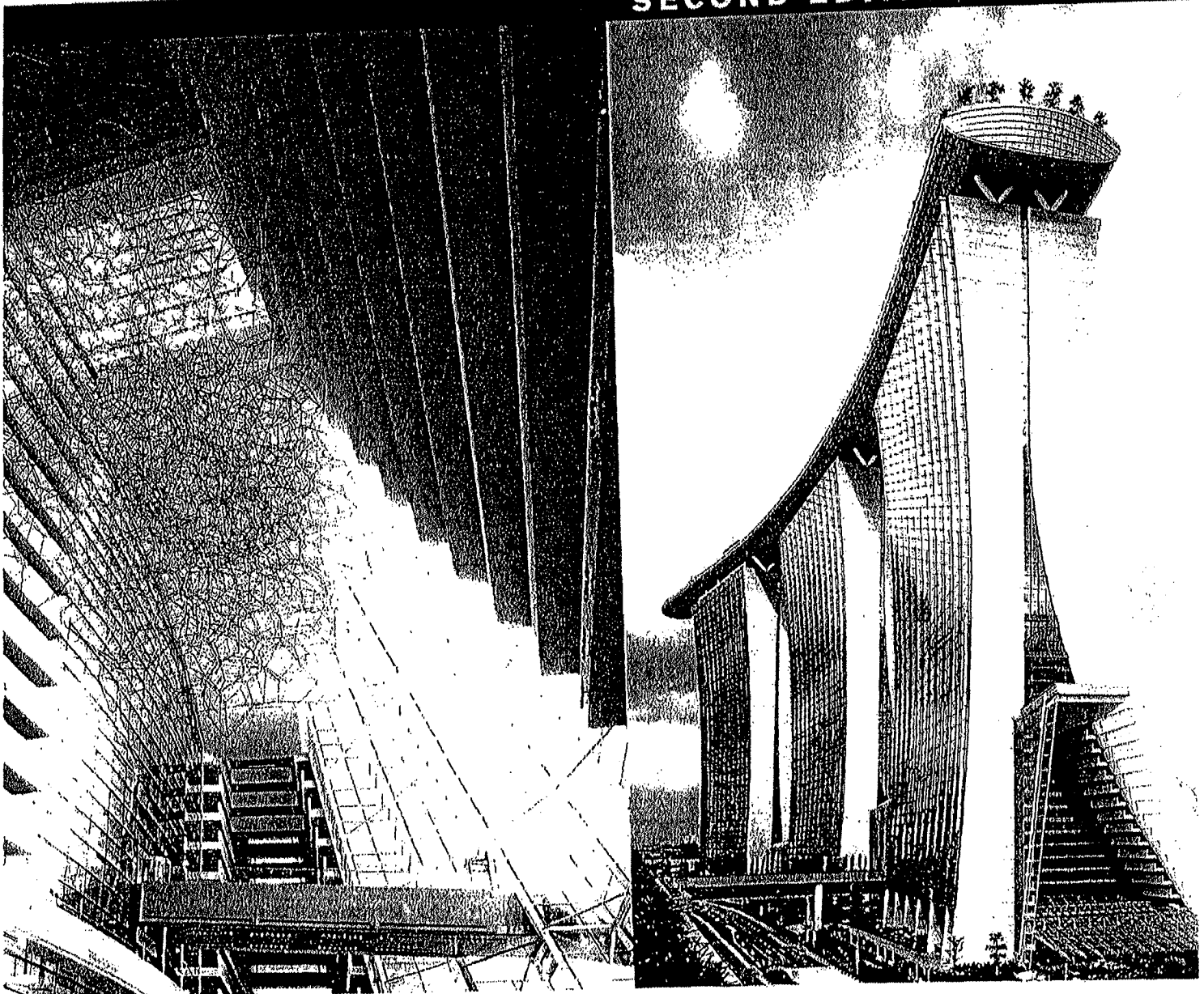
Said tract contains 1.896 acres (82,589.83 square feet) more or less.

HOTEL DESIGN

PLANNING AND DEVELOPMENT

Richard H. Penner
Lawrence Adams, AIA
Stephani K. A. Robson

SECOND EDITION



- **Safety:** Do not provide a diving board; include slip-free deck surface, depth markings, underwater lighting, safety or "pool rules" signage.
- **Wading pool, whirlpool:** Include additional pools within view of the swimming pool but slightly separated.
- **Indoor pool:** Design either operable roof or glass walls to provide direct sunlight and ventilation.

Spa and Health Club

A second major component of hotel recreational facilities is the spa or, in smaller properties, the health club, a feature that for many types of hotel has become more central than the pool. The focus of the spa is on the guest's experience, and introduces unique images, sounds (flowing water or music), scents (aromatherapy), and more to soothe and relax the individual. At a destination resort, there might be as many as one treatment room for every five guestrooms, dropping to one to every 50 or 100 in urban locations. In contrast, a simple health club may feature little more than a combination of exercise equipment (such as Nautilus or Universal machines) and such specialized facilities as whirlpool baths, steam rooms, and saunas. Larger complexes may add a unisex hair salon, a multi-purpose room for aerobic exercise—even racquetball courts. The spa at the Terranea Resort in Southern California is representative of how a medium-size, upscale resort property can cater to guests and the local community. Its 20,000 sq ft (1,850 sq m) spa, not including the adjoining fitness center and pool, has 23 treatment rooms for about 380 hotel guestrooms, plus many casitas and golf villas. See the

further discussion of spa facilities in the discussion of resort hotels in Chapter 7. The following items should be considered during the planning phase:

- **Location:** Plan the spa so that guests can reach it directly from the guestroom elevators, and local members have access from the street or parking area, without passing through the hotel lobby.
- **Program:** Include the following, depending on the market:
 - Reception area with attendant
 - Retail sales area
 - Salon
 - Lockers, showers, and toilets
 - Exercise room
 - Sauna, steam room, and whirlpool
 - Treatment rooms
 - Relaxation lounges
 - Spa café and support areas
- **Adjacencies:** Plan the complex with the control area and lounge most visible, and with the private functions either shared (exercise room) or back-to-back (saunas and restrooms).

Parking

The provision of sufficient parking can be a crucial element in both the budgeting and conceptual planning, for a hotel or motel. And its design often influences the guest's first and last impressions of the property. Roadside Inn developers know they must provide

Table 17.12 Parking needed for different types of hotel

Hotel type	Number of spaces/room	Comment
Business (downtown)	0.4–0.8	Assumes limited function space
Boutique hotel	0.3–0.8	Higher factor in resort areas
Suburban hotel	1.2–1.4	Heavy local meeting and banquet use
Airport hotel	0.6–1.0	Moderate rental-car use
Roadside Inn	1.0–1.2	Very limited local banquet and F&B use
Resort (all types)	0.2–1.4	Varies by market, location, and proximity to urban centers or major attractions
Convention hotel	0.8–1.4	Regional convention hotels need more parking
Conference center	1.0–1.3	If full house, minimum local use
Condominium hotel	1.2–2.0	May need two spaces/condominium
All-suite hotel	0.8–1.2	Limited F&B and function areas
Super-luxury hotel	1.0–1.2	Limited function areas
Mega-hotel	1.0–1.2	Limited local business; high rental-car use
Mixed-use hotel	0.6–1.2	Highly variable depending on other activities
Casino hotel	0.8–2.0	Varies by location (for example, Atlantic City requires extensive bus parking)

Table 17.13 Parking analysis

The following steps describe an approach to calculating parking requirements based on the changing needs of the guestrooms and other hotel facilities throughout the day. The maximum parking demand in most properties is created not by the rooms but by the meeting and banquet space. The provision of parking must recognize the sum of the various components and the interrelationship of the peaks and valleys over a 24-hour period.

1. Determine the components of the parking requirement: overnight guests, restaurant and bar patrons, meeting attendees, and other visitors (see Step 3).
2. Calculate the maximum number of cars that might be reasonably anticipated, planning to accommodate full demand on 80–85 percent of all days, but not peak demand for each component. The overnight guest calculation is illustrated by the following example:

Number of rooms	400
Percent occupancy	85
People per room	1.4
Percent arriving by car	40
People per car	1.5

Each calculation will be slightly different; the equation for calculating the overnight guests' parking requirement is:

$$\frac{(\text{Rooms}) \times (\% \text{ occupancy}) \times (\text{people/room}) \times (\% \text{ by car})}{(\text{People/car})}$$

Example: $\frac{400 \times 0.85 \times 1.4 \times 0.40}{1.5} = 127 \text{ cars}$

The calculation for the other components includes similar factors as appropriate, such as food and beverage covers, percentage of diners arriving by car, and number of employees by shift.

3. Develop a table (see below) showing hourly parking use factors (example shows four-hour periods). For example, the parking facility needs to accommodate all (100 percent or 1) overnight guest cars from midnight to 4:00 A.M. but, because of checkouts, only 60 percent (0.6) during the midday periods.
4. Combine the parking requirements for each component (Step 2) with the use table (Step 3) to calculate the total amount of parking necessary during each time period. In this example, hotel guests would require 127 parking spaces (1 x 127) at midnight but only 76 spaces (0.6 x 127) at noon. Recognize that high evening demand, for example, might be partially met by available parking nearby.

User	Morning			Afternoon		
	Midnight– 4:00	4:00– 8:00	8:00– noon	Noon– 16:00	16:00– 20:00	20:00– midnight
Hotel guests	1.0	0.95	0.6	0.6	0.9	0.95
Restaurant and bar patrons	0.05	0.1	0.1	0.1	0.2	0.25
Meeting/banquet attendees	0.05	—	0.1	0.1	0.4	0.4
Health club members	—	0.2	0.1	0.2	0.2	0.05
Visitors	—	0.1	0.2	0.1	0.2	0.4
Employees	0.25	0.25	0.4	0.4	0.35	0.35

one space per room; full-service hotels need additional spaces for employees and for any public areas—restaurants, bars, meeting space, or recreational facilities—that attract guests from the community. An otherwise successful hotel can be seriously affected—especially its ability to attract local banquet business—by insufficient or inconvenient parking.

The key objective should be to provide optimum but not excessive amounts of parking. Unless unusual conditions (sports complex, large banquet facility, retail center) exist, the parking provision for different types of lodging properties falls within the ranges shown in Table 17.12. Land cost is an increasing problem in suburban and rural locations, where parking usually is on grade, often covering more land than the building itself, making it necessary for developers to program their parking requirements more carefully. However, the more

critical concern is at downtown hotels, and at those other properties where high land costs preclude extensive amounts of surface parking or require the construction of a garage, often below the hotel. It is not uncommon for the developer and architect to appeal zoning regulations, if justified, based on an analysis by traffic experts. One technique is to project hourly parking requirements, recognizing that hotel guests, conferees, banquet guests, and employees create peak demands on parking at different periods of the day (see example, Table 17.13).

In addition to programming the parking, the design team must consider the impact it makes on the lasting impression the guest has of the hotel. Designers need to address concerns about convenience, safety, and possible claustrophobia:













COUNCIL AGENDA REPORT

FROM: Kathi Cook, Community Development Director
Prepared by: Richard McLeod, Senior Planner

SUBJECT: PH-15-24 UDC Changes-Sign Ordinance and Text
Amendments

CITY COUNCIL: February 1, 2016 (2nd Reading)

PLANNING COMMISSION:

This item was heard at the December 3, 2015 Planning Commission meeting for the text amendments and at the January 7, 2016 Planning Commission for the Sign Ordinance. At the December 3 meeting, one person spoke about the fence ordinance requesting additional language be added to address fence maintenance such as prevention of leaning. It was explained that the property maintenance code could be changed. After discussion, the Planning Commission voted 5-0-0 to recommend approval of the text amendments and they voted 4-0-0 to recommend approval of the Sign Ordinance.

RECOMMENDATION:

Approve PH-15-24 UDC Changes- Sign Ordinance and Text Amendments.

REPORT-IN-BRIEF

Several changes are proposed by Staff and the City Attorney's office as a result of use trends and clarifications needed in the Unified Development Code.

DISCUSSION

Consideration of changes to the Unified Development Code are proposed that include changes to the sign ordinance in the UDC Article II, Section 2.6., and changes to the UDC to define 'wood' as a durable product for treatment of weather proofing as well as other general clarifications. Considerations of amending the UDC Section 4.3.1 and 4.2.2 to insert Director. Considerations of amending the UDC Section 4.4.5 to remove residential and commercial plan requirements and removing building inspections to refer to the residential or commercial inspection procedures are also included.

Sign Ordinance changes are proposed that provide for the modifications, deletions and/or add definitions and addition of other provisions related to certain types of signs, and for other purposes.

SECTION 2.3 - SUPPLEMENTARY REGULATIONS

2.3.5 Buffers and landscape requirements.

- A. Buffers. A lot zoned or used for a rental dwelling, office, institutional, commercial, industrial uses or occupied by a non 'For-Sale' residential use shall provide a fifty foot wide undisturbed buffer along all property lines adjoining property zoned for or used by 'For-Sale' residential purposes. Where commercial or industrial districts or developments abut R-10M zoning districts, the same buffer requirements apply. The undisturbed buffer shall be in addition to the required building setback line.

Except as otherwise provided, herein, buffer strips shall be preserved in their natural undisturbed state, except that sparsely planted buffers shall be enhanced with additional plant material. Enhancement plants must provide an opaque screen within two (2) years of planting and must meet the following standards: Plants must be a minimum of five (5) feet in height at time of installation; plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species; and plants will be spaced a maximum of eight (8) feet on center.

Undisturbed buffers shall not contain any surface parking or storm water, detention facilities, or any structures except that the Director may approve underground facilities within the buffer or the crossing of the buffer for the purpose of extending utilities.

Stream buffers must be replanted where disturbed for approved access, detention and utility crossing. Replacement plants must be approved by the arborist.

All buffer plantings are subject to the approval of the Director.

- B. Parking Lot Screening. Surface parking lots shall provide a minimum 200 square foot wide landscape island at the end of each parking bay, and a 200 square foot island located each 72 feet of single parking length. Each landscape island shall be planted with one shade tree. Alternate landscape configurations may be approved if the Community Development Director determines that the alternate design exceeds the standards above. An alternate configuration could include the preservation and enhancement of existing trees which are provided above and beyond other tree preservation requirements which are deemed of community value by the Director; and which would result in a minimum of 50% parking lot coverage within 15 years.

The required tree area shall be protected against compaction and shall provide sufficient area for tree growth. Utilities are not allowed within the minimum area. The trees shall be maintained in accordance with best management practices as defined by the International Society of Arboriculture guidelines, and shall not be removed or pruned without permission from the city arborists.

- C. Landscape Strips.

1. The City wants to promote tree lined streets therefore, a minimum of ten (10) feet wide landscape strip shall be provided along all public right-of-ways. Main streets which are listed below shall have twenty (20) foot landscape strips, except those located within the Historic Business District which shall have ten (10) feet wide landscape strips or landscaping as approved by the Director.

MAIN STREETS:

Highway 9

Mansell Road

Windward Parkway

Northpoint Parkway

Westside Parkway

Old Milton Parkway

Haynes Bridge Road

Kimball Bridge Road

2. No permanent structures other than signage are permitted within the landscape strip. This includes pavement, retaining walls, drainage structures, detention ponds, flumes, curbing, etc. Except that retaining walls built with decorative masonry and designed as a landscape feature may be located within the landscape strip subject to approval by the Director. All required plantings must be installed so as not to interfere with the structural integrity of the wall.
3. One (1) shade tree with a minimum 4 inch caliper shall be provided for every twenty-five (25) linear feet of landscape strip.

Shrubs shall be provided to screen paved areas and parking lots from the right-of-way. Shrubs shall be two (2) foot high at planting, two (2) rows deep and shall provide a screen within three (3) years of planting. Alternate screening methods such as fencing may be approved by the Director.

Shrubs and trees in quantities as specified above, shall be provided to screen all parking lots, utility areas, dumpsters and detention ponds.

4. A minimum of five (5) foot landscape strip shall be provided along all property lines which do not adjoin a public right-of-way. One (1) shade tree with a minimum 4 inch caliper shall be provided for every fifty (50) linear feet of landscape strip.
- D. Lighting. Lighting fixtures shall be arranged so that the source of any light is screened from residential views.
- E. General. All required landscape areas shall be provided with a minimum of one (1) water spigot or other water source within one hundred fifty (150) feet.

A bond shall be required for up to 18 months to ensure the irrigation and maintenance of landscaping materials.

(Installation and maintenance requirements are found in Section 3.2 of this Ordinance.)

2.3.6 Fence and wall requirements.

- A. Height. Height of fences and walls used as fences shall not exceed six (6) feet on residential property and eight (8) feet on non-residential property. These limits may be exceeded by up to 50% on sloped lots where the appearance of an even fence line is desired.
- B. Location on Property. In order to prevent the obstruction of visibility, no walls, fences, shrubbery or hedges over three (3) feet in height shall be located within twenty (20) feet of an intersection of two or more streets or within ten (10) feet of the edge of a driveway leading to a street. Fences and walls shall be placed at least five (5) feet from required buffers to accommodate construction and maintenance unless approved otherwise at a public hearing.
- C. Materials. Fences and walls used as fences shall be made of wood **which shall be protected from decay by the use of naturally durable wood or wood that is pressure treated**, metal, brick, block, vinyl or stone. Barbed, razor wire or electrically charged fencing shall be permitted in AG and RE districts and may be permitted, subject to administrative review and approval, in other districts.
- D. Appearance. All fencing shall be constructed with finished side facing away from the property owners property.

Fences and walls used as fences shall not be finished with bright or primary colors or be visually distracting in any other way.
- E. Permit. A permit for construction shall not be required to erect a fence or wall used as a fence which is built in accordance with these standards. Signage incorporated into such fences shall require a sign permit.

- **SECTION 4.2 - REZONING, TEXT AMENDMENTS AND CONDITIONAL USES**

The Official Zoning Map may be amended from time to time and conditional uses may be approved for specific properties by the City Council under the procedures hereinafter specified. In addition, changes in the conditions of approval may also be approved by the City Council following the procedures in this section. All of these types of actions shall be referred to as "zoning changes", along with the following: 1. Adoption of the zoning ordinance or text amendments to the ordinance; 2. Rezoning of land; 3. The approval of a masterplan or an amendment to a masterplan.

4.2.1 Initiation.

A.

An application for a zoning change may be initiated by the City Council, the Planning Commission **the Director**, or by any person who owns property within the City. Unless initiated by the City Council or the Planning Commission, all such applications shall be initiated by the owner of a majority interest in the property affected.

B.

All applications shall be submitted to the Director within filing deadlines and on application forms adopted from time to time by the Community Development Department. The application forms and filing deadlines on a public hearing scheduled shall be published and made available to the public. All applications shall be accompanied by a non-refundable fee as fixed from time to time by the Community Development Department. A fee shall not be charged if the City or Planning Commission initiates an application.

C.

An application for a zoning change affecting the same property shall not be considered by the City Council more often than once every 12 months; provided, however, that the City Council may approve a reduction in the waiting period to no less than six (6) months.

4.2.2 Public hearing process.

Before taking final action on a proposed zoning change, the Planning Commission and the City Council each shall hold a public hearing on the proposal. The Director shall publish a schedule of the public hearing dates on an annual basis, along with the application filing deadlines.

A.

Notification to the General Public.

1.

At least 15 days but not more than 45 days prior to each public hearing, notice shall be published in a newspaper of general circulation within the City. The Director shall prepare such notice, which shall state the time, place and purpose of the hearing.

2.

A zoning change initiated by a party other than the City Council or the Planning Commission shall be heard at a public hearing only upon:

a.

The notice, in addition to the requirements above, shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property or the conditional use requested; and

b.

The Director shall post, at least 15 days prior to the public hearing, on a conspicuous place on the property for which an application has been submitted, a sign or signs stating the date, time and place for the public hearing, and the public hearing case number.

c.

Notice to Surrounding Property Owners. If the proposed zoning change affects only one (1) property, notice shall also be given to surrounding property owners as follows:

3.

At least ten (10) days prior to the first public hearing at which a zoning change will be considered, the Director shall cause a notice to be mailed to all persons owning record title to property located within 500 feet of the property that is the subject matter of the zoning change.

4.

The notice shall state the time, place and purpose of the hearings by the Planning Commission and the City Council. The written notice shall be mailed to the last known address of the property owners as such addresses appear on the Fulton County ad valorem tax records.

B.

Associated Applications for CLUP Amendments or Variances. If an application for a zoning change is associated with a proposed Comprehensive Land Use Plan amendment or exception variance, the public notice for the zoning change may be combined with the public notice required for the associated applications.

1.

The Director shall submit each application to the Planning Commission, together with a report of the Director's findings and a recommendation. The Planning Commission shall review and take action upon each application after holding a public hearing. In making a recommendation on each application, the Planning Commission shall follow the standards set forth under this Section. The recommendation of the Planning Commission and that of the Director, together with the minutes of the Planning Commission hearing at which the application is reviewed, shall be submitted to the City Council. ~~If the Planning Commission does not act upon an application~~ **If the Planning Commission does not act upon an application, the Director may** take it to the City Council without a recommendation from the Planning Commission. No member of the Planning Commission shall rule on a matter in which he or she has a financial interest.

[\(Ord. No. 687, § 1, 3-17-2014\)](#)

4.2.3 Standards for zoning changes.

A.

Zoning Map Amendments (Rezoning).

1.

In order to be approved, a rezoning must be in conformity with the designation for the property on the Future Land Use Map contained in the Comprehensive Plan, as most recently amended.

2.

The Planning Commission and the City Council shall consider the following standards in considering a rezoning application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

a.

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

b.

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

c.

Whether the zoning proposal will adversely affect the natural environment.

d.

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

e.

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

f.

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

g.

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

h.

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

i.

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

B.

Conditional Use Standards. A conditional use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria at a public hearing and satisfactory provisions or arrangements are made for:

1.

Access into and out of the property with regard to traffic and pedestrian safety, volume of traffic flow, and emergency vehicles, as well as the type of street providing access;

2.

The extent to which refuse areas, loading and service areas, off street parking, and buffers and screening are provided on the property;

3.

Ensuring that the conditional use will not be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;

4.

Ensuring that the conditional use will not increase local or state expenditures in relation to the cost of servicing or maintaining neighboring properties;

5.

Ensuring that the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and

6.

Ensuring that the location and character of the conditional use is considered to be consistent with a desirable pattern of development for the city, in general.

C.

Planning Commission Recommendation. In taking action on a zoning change, the Planning Commission by majority of those voting may recommend approval, approval with conditions, or denial, or may request that the City Council refer the application back to the Planning Commission for further study or make any other recommendation it deems appropriate.

1.

City Council.

a.

A public hearing on each application shall be convened at the scheduled time by the Mayor, who shall preside. The Mayor may impose reasonable time limitations on the public discussion of each zoning proposal. To the extent reasonably possible, equal amounts of time shall be made available to those speaking for and against the application. If reasonable time limitations permit, any member of the general public may speak at a hearing. However, the applicant and adjacent property owners shall be afforded the first opportunity to speak. The Director or any Council member designated by the Mayor shall present the recommendation of the Director if it differs from the recommendation of the Planning Commission.

b.

At the public hearing, following all presentations from the applicants and the public, action may be taken by the City Council by majority of those voting approving, approving with conditions, or rejecting the proposal, or allowing withdrawal if so requested by the applicant (with or without prejudice), or the City Council may table the proposal for consideration at its next regular meeting, or the City Council may refer the matter back to the Planning Commission for further consideration.

c.

If the application for a zoning change is associated with a proposed amendment to the Comprehensive Land Use Plan or an application for an exception variance, the City Council shall first take action on the CLUP amendment.

(1)

If the CLUP amendment is denied, the zoning change may not be approved unless conformity to the purpose and intent of the CLUP and the land use designation of the Future Land Use Plan Map is achieved.

(2)

If the CLUP amendment is approved, action may then be considered on the proposed zoning change.

(3)

If the zoning change is denied, the exception/variance may not be approved.

(4)

If the zoning change is approved, with or without conditions, action may then be considered on the proposed exception/variance.

D.

Referral to Planning Commission for Further Consideration.

1.

The Director shall conduct such further studies as appropriate and shall present any application to the Planning Commission that has been heard by the City Council and referred back to it for further consideration. Public notice of the Planning Commission and City Council's hearing and take action as described above.

2.

After the Planning Commission's rehearing and action on the referred application, the City Council shall hold a public hearing on the application, following the same procedures set forth for its hearings, above.

E.

Change in Conditions of Approval. Any application that proposes a change in the conditions of approval previously established by the City Council through action on a zoning change shall be reviewed in light of the standards set forth in this section for a map amendment or conditional use, as appropriate.

4.2.4 Withdrawal and deferral.

A.

Any applicant wishing to withdraw a proposed zoning change shall file a written request for withdrawal with the Director.

1.

If the request for withdrawal is received prior to the publication of notice for the public hearings, the application shall be withdrawn administratively on the refilling of a proposed zoning change on the property.

2.

Should any request for withdrawal be made by the applicant at the City Council's public hearing, the application shall remain on the public hearing agenda and the withdrawal request shall be considered for approval or denial, with or without prejudice, by the City Council.

B.

Any applicant wishing to defer a proposed zoning change shall file a written request for deferral with the Director.

1.

A written request may be received by the Director up to three times for any zoning application. The first two deferral requests may be granted by the Director. A third deferral request requires Planning Commission or City Council approval.

2.

Each written request for deferral shall be accompanied by \$100.00 readvertising fee.

4.2.5 Developments of regional impact.

A.

Any application that would result in a zoning change that meets or exceeds the following criteria shall be considered a Development of Regional Impact:

1.

Developments of Regional Impact Thresholds;

2.

Office uses—Greater than 500,000 net square feet;

3.

Commercial, Wholesale and Distribution uses—greater than 700,000 net square feet;

4.

Hospitals—Greater than 600 new beds;

5.

Housing—Greater than 500 new lots or units;

6.

Industrial Park or single user greater than 500 acres, or employing more than 2,000 people, or using more than 100,000 gallon per day of water;

7.

Hotels—Greater than 500 rooms;

8.

Mixed Land Use—Greater than 500,000 net square feet;

9.

Airports—Any new airport, new runway, or runway extension;

10.

Attractions or recreational uses—Greater than 2,000 parking spaces or more than 7,500 permanent seats;

11. Post-Secondary School—New school with capacity of more than 3,000 students, or, expansion of this type school by least 25% of capacity;
12. Waste Disposal uses—New facility or expansion of use of an existing facility by 50% or more, intending to accept waste from another jurisdiction; and
13. Wastewater Facilities, Quarry, Asphalt or Cement Plants. Petroleum storage greater than 50,000 barrels, if within 1,000 feet of any water supply, or, storage greater than 200,000 barrels.

B.

Demand on Infrastructure Threshold—To be used only if a use does not fit into one of the above categories:

1. Electrical—Any increase in average electrical demand greater than 100 megawatts.
2. Natural Gas—Any increase in demand for natural gas greater than 100,000 therms per day.
3. Water—Any increase in demand of greater than 100,000 gallons per day or will absorb the reserve capacity of another jurisdiction.
4. Wastewater Treatment—Any increase in treatment of greater than 500,000 gallons per day or will absorb the reserve capacity of another jurisdiction.
5. Transportation—Any increase greater than 1,500 peak hour vehicle trips per day.

C.

Any Development of Regional Impact or demand on infrastructure shall be submitted by the applicant to the Atlanta Regional Commission prior to a zoning change or CLUP amendment submission of the application to the City.

D.

The City Council shall not take final action to approve a Development of Regional Impact or demand on infrastructure until a report shall have been received from the Atlanta Regional Commission reflecting its findings and recommendations, if any, or if said report is not received within 60 days of its submittal to the Atlanta Regional Commission.

4.2.6 Effect.

A.

Approval of a zoning change on a property shall be in full force and effect upon its approval or upon the state effective thereof.

B.

For a property on which a use, building, structures, or other improvements existed in conformity with this Ordinance prior to the effective date of a zoning change affecting property, any such use, building, structures, or other improvements no longer in conformance shall be governed under the provisions for Nonconformities in this ordinance.

C.

Any use, building, structures, or other improvements for which a building permit has been issued in conformity with this Ordinance prior to the effective date of a zoning change affecting the property may continue to completion as though no change had occurred and, upon completion, shall be governed under the provisions for nonconformities in this Ordinance.

Proposed Changes to Section 4.4.5 of UDC:

4.4.5 Building permit.

A. Plan Approval. Any owner, authorized agent, or prime contractor who desires to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, plumbing, low voltage, energy conservation, or fire protection system, the installation of which is regulated by this Code, including the Georgia State Minimum Standard Codes, or to cause any such work to be done, shall first make application to the Building Division and obtain a permit for the work being done.

Exception No. 1: Permits shall not be required for the following mechanical work:

1. Any portable-heating appliances, ventilation equipment, cooling units, or evaporative coolers.
2. Any steam, hot, chilled water piping within heating and cooling equipment regulated by this Code.
3. Replacement of any part which does not alter its approval or make it unsafe.
4. Any self-contained refrigeration system containing 10 lb. or less of refrigerant and actuated by motors of one horsepower or less.

Exception No. 2:

1. Retaining walls which do not exceed 4 feet in vertical height, as measured from the low side exposed toe of the wall to the top of the wall at any point.
2. Residential storage buildings less than 100 square feet in floor area without electrical, mechanical, or plumbing systems.
3. Play or tree houses less than 50 square feet in floor area without electrical, mechanical, or plumbing systems.
4. Fences which do not exceed 10 feet in vertical height and which do not extend into front yards or side yards which border onto public streets.
5. Basketball goals which are stand-alone and not part of a basketball court.
6. Driveways and parking areas for one and two family dwellings or townhouses, except that no curb cuts leading into a public right-of-way shall be made without City Engineering Department written approval on any property.
7. Roof covering replacements not involving any structure modifications.
8. Decorative water features not intended for human use containing water less than 24 inches in depth or which do not have water filtering equipment that require waste water disposal.

Proposed Changes to Section 4.4.5 of UDC:

Although structures listed in Exception No. 2 are exempt from requiring a permit, listed structures shall meet the requirements of all other applicable codes, ordinances, and regulations governing same.

Ordinary minor repairs under \$500.00 in total labor and materials cost may be made without a permit providing these minor repairs shall not violate any Code. Examples of minor repairs shall include but not be limited to: exterior painting, installation of a window, air conditioning unit, replacement of windows, and installation of gutters.

B. Building Permit Expiration. Plans and specifications for projects reviewed by the City Building and Fire Departments shall be permitted within six (6) months of the final review and approval date of such plans and specifications to be valid for obtaining a building permit or the project shall be deemed to have been abandoned.

Permits shall expire six (6) months from the date of issue if the permittee fails to request and pass a required first inspection, whether or not construction has been initiated.

Permits shall also expire if the permittee fails to request and pass a required inspection during any six (6) month period after any previous required inspection has been passed.

The Building Official is authorized to grant no more than two (2) permit extensions, not to exceed ninety (90) days each, during which time the permittee shall request and pass a required inspection. Requests for extension shall be made prior to permit expiration, shall be in writing, and shall show justifiable cause.

C. Procedure for Processing. The Director shall be responsible for administering and enforcing the City building codes, as well as coordinating building plan review with the City Fire Marshall.

1. Prior to issuance of a building permit, the owner shall have received tree protection and soil erosion, and sedimentation control approval as required in this Ordinance.

2. Application for a building permit shall be made to the Building Division. The application shall include:

a. Application in the form furnished by the Building Division requesting plan review for issuance of a building permit.

b. Land disturbance permit or recorded Final Plat.

c. One (1) set of the building plans (three [3] sets for non-residential projects) prepared in conformance with this Ordinance and the applicable City building codes.

d. Fulton County Development Services Department approval for on-site sewage disposal and pretreatment systems and, Fulton County Health Department for on-site food service.

Proposed Changes to Section 4.4.5 of UDC:

- e. City business license for all contractors and builders.
- f. Payment of all building permit application and review fees.
- g. Payment of all water and sewer permit fees.
- h. Payment of all impact fees.

3. All applications for building permits shall be accompanied by a site plan drawn to scale (minimum 1" = 30'), showing the actual dimensions of the lot to be built upon, the right-of-way of the existing street address, the dimensions of the building to be erected, the location of the building on the lot, the number of dwelling units the building is designed to accommodate (if for a residential structure), the building setback lines, lot and block number the location of all easements, buffers, floodplains, retaining walls and other such information as may be essential for determining whether the provisions of all City Ordinances are being observed.

4. Residential Building Plan Requirements: ~~Residential building permit applications shall include at least one copy of building plans, drawn to a dimensioned legible scale and such plan shall contain legible details and notes of sufficient clarity to describe work to be done. Such plans shall contain at least the following information: Refer to the Residential Permitting Procedures.~~

~~a. Detailed foundation plan, if applicable, showing plan views of footing and wall line locations, sizes, and typical elevation views and profiles of each differing section meeting Residential Building Code compliance.~~

~~b. Dimensioned floor plan for each floor and level being improved to include a listing of each space's usage, location and size of windows and doors, and typical exterior and load bearing walls.~~

~~c. Location of water heaters, electric service meters and distribution panels, heating/air conditioning equipment, plumbing fixtures, major appliances, and "fixed in place" appurtenances, etc.~~

~~d. Elevation views of all exterior walls and roof lines, chimneys, etc., as applicable for the work to be done.~~

~~Residential building plan submittals shall include two copies of the Prime Contractor's signed Georgia Energy Code Compliance Report for the building or structure, as applicable for the work to be done. One copy shall be retained by the City for permanent record. One copy of the City approved building plans and Georgia Energy Compliance Report shall be on site and accessible for inspector reference during all scheduled inspections.~~

~~No site plan is required for residential interior finish or, interior renovation where the work does not produce a change in exterior walls or roof lines.~~

5. Commercial Building Plan Requirements: ~~Commercial interior renovations or additions that do not change exterior walls or roof lines require a scaled site plan or key plan of sufficient clarity to show the location of the proposed work area in relation to surrounding buildings, spaces or floors, and shall~~

Proposed Changes to Section 4.4.5 of UDC:

~~include sufficient detail to ascertain Code compliance to fire egress requirements. Refer to the Commercial Permitting Procedures.~~

~~A City approved site plan must be submitted with each set of building plans. The site plan shall include the following:~~

~~a. Project name, street address and land disturbance permit (LDP) number.~~

~~b. Name, address and contact number of person preparing the plan.~~

~~c. Location of all property lines, setbacks, easements, buffers, utility connections, rights-of-way and all existing and proposed buildings on the site.~~

~~Three (3) complete sets of new building construction, addition, or alteration drawings must be submitted for review. These building plans shall include, at a minimum, the following:~~

~~(1) A title page listing project name and street address; owners name and address; All design and consulting architects or engineers to include contact persons, street addresses, and telephone numbers; Design-based Codes Summary; Construction type and classification; Occupancy types and uses for each area; height and area modification calculations; Fire Protection and Egress information; Number of stories and square footage per floor, page index, and a brief description of the work.~~

~~(2) Complete Architectural, Structural, Mechanical, Electrical, Plumbing, Low Voltage and Fire Protection plans and specifications, as applicable, for the work to be done.~~

~~(3) Site seismic design data, per Georgia State Minimum Standard Building Code Section 1607.1.2 requirements. Designers are advised the City requires a minimum peak velocity value $A=0.10$ and a minimum peak acceleration $A=0.10$, except in cases where a site specific seismic survey is submitted under Seal of a Georgia licensed P.E. verifying lesser values acceptable for design.~~

~~(4) Georgia State Energy Code Compliance Report for buildings or structures intended for human use and occupancy, per Standard RS-22 (ASHRAE/IES 90.1-1989, Codified 1993).~~

~~(5) Drawings shall be dimensioned and be of sufficient scale and clarity to indicate the nature and extent of the work proposed and shall show in detail that it will conform to the Code and related City, county, state and federal laws, ordinances, or rules and regulations relating to building construction in effect at the time of permitting.~~

(6) Drawings and specifications shall contain information in a form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the Codes. Such information shall be specific, and this Code, including the Georgia State Minimum Standard Codes and other City ordinances of Georgia or federal law, shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information required to properly interpret the plan.

Proposed Changes to Section 4.4.5 of UDC:

(7) All information, drawings, specifications and accompanying data submitted shall bear the name and signature of the person responsible for the submittal. Each page of each drawing set shall be sealed by a professional designer, architect, or engineer licensed for that profession in Georgia.

(8) Each building plan submittal for new construction; or addition work, which is work that changes exterior wall or roof lines; or alteration work, which is work that does not change exterior walls or roof lines; that includes building construction costs in excess of fifty percent (50%) of a building or structure's fair market valuation before construction, shall include a completed copy of the Georgia Energy Code (GEC) Compliance Worksheets for each new building or addition submitted for human use and occupancy. The plan listed exterior envelope drawings shall reflect proper application information contained in the GEC Compliance Worksheets.

(9) Other information as may be required for project clarification. Each set of plans shall be bound together and must include all drawings applicable to the work to be done.

(10) Work not involving alteration of or addition to any structural, mechanical, electrical, plumbing or fire protection systems, or equipment, or appurtenances, or modification to existing and complying fire egress paths need not be sealed by a professional architect or engineer licensed in Georgia, but does require notary signature of the designer of the plan. Three signed sets of plans are required for City review. Some submittals may not require pre-approval of other City, county, or state agencies prior to City review. Typical examples of uses that require these pre-approval signatures are any public food service, sewage pre-treatment facilities or private sewage disposal systems, public swimming or wading pools and accessory structures, rooftop or exterior located appurtenances or equipment visual screening, exterior facings or building elevations located in the City's Central Business or Historic District or Corridors of Influence, exterior signage, canopies, etc..., or trash or refuse facilities.

6. For any structure served by an on-site sewage disposal system, a permit issued by the Fulton County Development Services Department shall be required prior to the issuance of a building permit.

D. Plan Review. Each project shall include a Plan Review Submittal form, as furnished by the Department. Applicants are required to supply all information requested on this form in order to have their plans logged into the City review system.

If plans are such that no comment is required, they shall be stamped "Approved as Submitted". If plans are such that only minor "red line" comment is required, they shall be stamped "Approved as Noted" by both the City Building Official and the Fire Marshall, and the designated contact will be notified that the plans are ready for permit issue. It shall be the responsibility of the owner's designated contact person to notify all parties concerned of the plan review comments and to coordinate all responses regarding resubmission of corrected plans for final plan review.

After permitting, one set of plans with the original City signature approvals shall be placed on the job site and shall remain there throughout construction for inspector's reference during scheduled inspections.

Proposed Changes to Section 4.4.5 of UDC:

1. Industrialized Buildings, as defined in O.C.G.A. 110-2, includes such buildings as site construction offices, real estate sales offices, temporary classrooms, and other such similar structures designed for habitable use on a site, usually for a limited time period. Such buildings shall be hereinafter referred to as "portables", whether or not installed on a temporary or permanent foundation or for temporary or permanent use.
2. Tool and storage trailers that are properly and currently licensed and apportioned for over-the-road use by Georgia and other states PSC/DOT authority, are not considered as portables for applicability of site or building plans required.
3. Two (2) sets of dimensioned site plans, drawn to a legible scale, and two (2) legible copies of the portable manufacturer's approved foundation installation plan and floor plan for the portable to be installed are required to be submitted to the City Building Division for building and zoning compliance review and permit issue prior to moving any portable on site.
4. After City review, one site and foundation/floor plan set will be retained by the City for record and one set will be returned to the applicant and must be placed on site and in an accessible location for required inspections prior to use. Site plans shall be drawn to scale and shall show at least the location of the property lines, setback lines, street rights-of-way, easements, buffers existing and proposed site structures, location and size of the portable, and existing and proposed drive entrances and paved areas.
5. All portables, or tool or storage trailers, and their appurtenances shall be located as follows:
 - a. All sites—Portables shall not be located on any public or private street that may be used or openly accessed by the public.
 - b. Commercial/Industrial Sites—Portables or trailers located on commercial or industrial sites shall be located behind setback lines and within buildable areas, outside buffers or easements, and at least twenty feet (20') behind any right of way.
 - c. Residential Site Construction Offices—Portables located on residential lots and used for construction offices or storage of construction materials shall maintain a minimum ten foot (10') setback from property lines, except on corner lots where a minimum twenty foot (20') setback shall be maintained, and shall be located outside any buffer or easement, and at least twenty feet (20') behind any right of way line at road intersections.
 - d. Residential Site Sales Offices—Portables located on residential lots and used for real estate sales offices or other approved uses not directly related to construction shall be located within building setback lines and within buildable areas, outside buffers or easements, and at least twenty feet (20') within any right of way line at road intersections.
6. Temporary installation foundation plans shall show the location and size of the support piers and the location and required restraint ratings of the tie-downs.

Proposed Changes to Section 4.4.5 of UDC:

Portables installed on permanent foundations shall have a site specific foundation plan designed for a portable and sealed by a Georgia registered architect or engineer. The manufacturer's drawings and specifications are acceptable provided that the necessary information is included.

E. Contractor Licenses. It shall be the duty of every individual or firm doing electrical, gas, mechanical, plumbing, low voltage, utility or fire protection work either as prime, contractor, or subcontractor under contract with a prime contractor, builder, or other contractor, or land or home owner to have a proper City issued subcontractor permit for such work prior to commencing work.

All prime contractors, builders, or other contractors shall furnish written proof of his business license registration including number; expiration date, business street address, name of the owner or responsible party, and a business telephone contact number. Business license registration numbers shall be affixed to the building permit application by the applicant.

The subcontractor shall provide proof of a current business license registration. A current Georgia contractor's license, as issued by the Georgia State Construction Industry Licensing Board, for his respective trade. Both license numbers shall be affixed to the subcontractor permit application by the applicant.

All work performed by a land or home owner or his hired workmen shall meet the provisions of this Code.

A home owner, when building or performing work for his/her own personal one and two family dwelling will not be required to have a business license in order to obtain a City building permit.

F. Requirements not Covered by Code. Any requirement necessary for the strength, stability, fire protection, or proper operation of an existing or proposed building, structure, or electrical, gas, mechanical, plumbing, energy conservation, or fire protection system, or for property protection, or life safety, health, or welfare, not specifically covered by this Code shall be determined by the Building Official and the Fire Marshall.

G. Temporary Toilet Facilities.

1. Construction sites within the City shall be provided with temporary nonsewered toilet facilities for worker use during construction and shall remain in place until permanent access to toilets are provided onsite.

2. For residential 'For-Sale' dwellings, construction sites, one (1) nonsewered toilet shall be provided for up to four (4) work sites, provided all work sites being served are within two hundred feet (200') walking distance of the unit.

Proposed Changes to Section 4.4.5 of UDC:

3. For commercial sites, and 'For-Rent' dwellings sites, the developer or prime contractor must obtain a Non-Sewered Toilet System (NSTS) permit from the Fulton County Health Department stipulating the minimum number of units required on the project.

4. Inspections will not be made without the required temporary nonsewered or permanent toilets being in place, as required.

5. The developer or prime contractor of a permitted construction site shall be responsible for providing and maintaining required temporary toilet facilities throughout the duration of construction.

H. Structural Fill and Backfill.

1. Materials used for structural fill under and directly adjacent to buildings, drives, and walks and for backfill behind foundation and retaining walls shall be unfrozen unsaturated natural soils, clean and free of organic matter, silt, large rocks or stones, or foreign matter and debris. Material used may be coarse gravel, crushed natural stone, or sand free of silt, loam, or soluble materials, or any combination of the above.

2. Structural fills and backfills shall not be placed on subgrades that contain frost, mud, or are frozen.

3. In lieu of specific written direction and supervision by a Georgia licensed architect or engineer, fills shall be placed and compacted in loose layers of 6"—12" thickness and shall be compacted using sheepsfoot rollers, pneumatic tire rollers, tamper rollers, vibrating tampers, or other compaction equipment suitable to obtain the required density throughout the entire layer being compacted.

4. Fills and backfills shall be installed systemically and as early as possible to allow for natural settlement and shall not be placed over wet, spongy, or porous subgrade materials.

5. Backfill shall be placed against supported foundation walls or backfill shall be placed simultaneously on each side of unsupported walls, until supports are in place.

6. The top or bottom of any cut or fill slope in excess of one foot vertical rise or fall to three foot of horizontal run (1:3) shall not be located any closer than two feet (2') horizontal measure from the edge of drives, walks, paved areas, or retaining walls top or toe of wall.

7. The two foot (2') area adjacent to drives, walks, paved areas, tops or toes of retaining walls shall be graded at a (+/-) 2% slope (1/4"/ft.) and where feasible shall slope away from paved surfaces and walls.

I. Site Retaining Walls.

1. Site retaining walls, whether attached or detached from buildings or not, which are over four feet (4') in height at any point along the wall, as measured from the exposed low side toe of the wall to the top of the wall, shall be constructed to City Standard Drawings, City approved Manufactured Systems Drawings, or must be professionally engineered by a Georgia licensed architect or engineer.

Proposed Changes to Section 4.4.5 of UDC:

2. Retaining walls shall also show planned top of wall heights, as measured above, plus reasonable points of top of wall elevation changes.

J. Site Wall Safety Barriers.

1. Any portions of site retaining walls over ~~six feet (6')~~ **thirty inches (30")** in height must be provided with a continuous safety barrier mounted at or immediately adjacent to the top of the wall at reasonably accessible areas.

2. Safety barriers shall be of substantial construction for the intended prevention of access, must be at least three feet (3') in height, as measured from grade at the base of the barrier to the top of the barrier; and may be man-made or vegetative in nature.

3. When vegetative barriers are used, they shall be of substantial maturity and density, at the time of Final Building Inspection, to prevent reasonable access to the top of the wall.

4. Site retaining wall construction and safety barrier plan submittals shall include dimensioned drawings, with sufficient clarity, detail, and written explanatory notes to describe the nature of work to be done.

K. Standards for Approval.

1. Building permits shall only be issued on buildable lots of record, as defined in this Ordinance.

2. City Building Codes:

a. The Code of The City of Alpharetta, Georgia.

b. 1994 Standard Building Code—Chapter 1 for Administration of Building and Technical Codes.

c. Georgia State Minimum Standard Building Code.

d. Georgia State Minimum Standard One and Two-Family Dwelling Code.

e. Georgia State Minimum Standard Electrical Code.

f. Georgia State Minimum Standard Plumbing Code.

g. Georgia State Minimum Standard Mechanical Code.

h. Georgia State Minimum Standard Gas Code.

i. Life Safety Code, NFPA 101, latest adopted issue.

j. Georgia State Minimum Standard Fire Prevention Code.

k. Georgia State Energy Code for Buildings.

l. Georgia State Accessibility Code and O.C.G.A. 30-3.

Proposed Changes to Section 4.4.5 of UDC:

m. Georgia State Minimum Standard Swimming Pool Code.

n. Standard Existing Building Code.

o. Standard Unsafe Building Abatement Code.

p. Standard Amusement Device Code.

4.4.6 Inspections and development activity completion.

A. Development Activity. Following the issuance of the Soil and Erosion and Sedimentation Control Permit.

1. Required erosion and sedimentation control measures must be installed where practical by the owner and inspected and approved by the City Engineer. Areas required to be undisturbed by this Ordinance, conditions of zoning approval, or other ordinance or regulation shall be designated by an active tree protection fence or other appropriate markings and shall be inspected and approved by the City Engineer prior to the commencement of any clearing or grading activities. Additional sediment control measures will be installed if measures shown on plans do not provide sufficient erosion and sediment control.

B. Development Activity Inspections. Requests for inspection shall be made by the owner's representative to the City Engineer at least 24 hours prior to commencement of development activity for each of the following phases as authorized by the land disturbance permit. Inspections shall be made and passed prior to continuation of further activity or proceeding into new phases. The phase inspections are as follows:

1. Erosion Control—Installation of erosion and sediment control and tree protection devices.

2. Clearing and Grading—Installation of slope stakes shall be required. Upon completion of street grading, inspection, and approval shall be required prior to trenching or continuation with subgrade preparation.

3. Installation of storm drainage pipe, detention, or other storm water facilities.

4. Installation of on-site sewerage system or sanitary sewer and appurtenances. This notification shall be made simultaneously with official notification by the developer or contractor to the Fulton County Public Works Department and/or Fulton County Health Department, and, if for informational purposes only, to the City Engineer.

5. Street Curbing and Gutter—Inspection should be requested before and after the forms or string-line have been set. Street width and vertical and horizontal alignment will be spot-checked.

6. Sub-Base or Sub-Grade of Streets—After compaction, the sub-grade will be string-lined for depth and crown. The sub-grade shall be roll tested and shall pass, with no movement, to the satisfaction of the City Engineer.

Proposed Changes to Section 4.4.5 of UDC:

7. Street Base—The base will be string-lined for depth and crown and shall pass a roll test with no movement to the satisfaction of the City Engineer.

8. Paving—The City Engineer shall be on site during the paving process to check consistency, depth, and workmanship, as applicable. For asphalt paving, the temperature of the material will be monitored and the street will be cored after completion to check thickness.

C. Building Inspections. Inspections shall be scheduled with the Building Inspection Division. Requests for inspection shall include the street address, building permit number, and type of inspection. The building permit must be displayed on site and legible from the public street at all times.

1. Posting of Permit. Work requiring a permit shall not be started until the permittee or his agent, posts the building permit yard card in a conspicuous place at the front of the site where the permitted work is to be done. Cards shall be accessible and readable from the public right-of-way and located in such a position so as to permit City and other governing agency officials to conveniently view and make any required entries thereon.

The permit holder is responsible for maintaining the permit yard card and all damaged, lost, or stolen permit yard cards must be replaced by the permittee before further inspections may be made.

Permit yard cards shall be maintained in position until all required final inspections have been approved and signed off on the yard card and the building, structure or system is ready for occupancy and use.

2. Site Inspection Preparation. No Inspections will be made by City building or fire inspectors on any construction site not having an accessible building permit yard card displayed and "effective" soil erosion control measures in place, per City Engineering Department requirements.

Site silt fences, gravel construction entrances, and other City Engineering Department required erosion control measures shall be constantly maintained in good condition that effectively contains all site erosion within the site limits and out of waterways, streets and paved walkways.

Required inspections will not be performed when the site is in need of erosion control repair and violates City soils erosion control laws. Inspectors will leave a Notice of Violation on the permit yard card for the permittee to contact the City Engineering Department for their inspection and direction for repair.

It is the responsibility of the permittee to obtain written erosion control violation release from the City Engineering Department. No further building inspections will be performed on the site without this written release.

3. Inspections Not Required. ~~The City does not normally provide inspection of certain residential construction applications, such as foundation walls with less than eight feet (8') of unbalanced fill, damp-proofing, foundation wall draitile, backfill, exterior wall insulation, and roof covering. Refer to the Residential Inspections Policies and Procedures or the Commercial Inspections Policies and Procedures.~~

Proposed Changes to Section 4.4.5 of UDC:

Builders are charged by building code law and the conditions of permit with a responsibility of installing these components to code compliance.

If code violations are detected in any application not normally inspected by City officials or other governing authorities, the permittee shall immediately correct the violations noted and all corrections shall be inspected and approved by City building, fire, or other authorized inspectors prior to proceeding with any other construction.

No waiver letters, statements from builders, owners, architects, or professional engineers, nor "hold harmless" agreements or other similar warrants or releases shall be accepted by the City in lieu of required code violation corrections and full code compliance.

No further inspections will be made, nor shall any Certificate of Occupancy be issued for any work until any noted code violations are corrected and found to be in codes compliance by City officials.

4. Required Building Inspections. ~~The Building Official, upon notification from the permittee, shall make the following building inspections and such other inspections as necessary to ascertain codes compliance and shall either release that portion of the construction found to be in compliance by signature at the appropriate section on the permit yard card or shall notify the permittee of any violations which must be corrected in order to comply with this Code, by issuing a Notice of Violation to the permittee. Refer to the Residential Inspections Policies and Procedures or Commercial Inspections Policies and Procedures.~~

~~a. FOOTING: To be made after trenches are excavated and cleaned; forms erected and supported; required reinforcing is properly secured in place and supported; and before any concrete is placed.~~

~~b. SLAB PREP: To be made after footings have been placed (if applicable); underground Mechanical, Electrical, and Plumbing (MEP) systems have been City inspected, approved, and properly backfilled; under pin areas are excavated and clean; forms are erected and supported; required reinforcing is in place and supported; rock base is in place at below grade slabs; vapor barrier is in place; and before any concrete is placed.~~

~~c. FOUNDATION (When required): To be made after required wall reinforcement is in place and at least one side of concrete retaining wall forms are secured in place, wall cavities are cleaned, and second side forms are ready to be placed, or placed and safe access to form tops for inspection is provided, plan listed weep holes and piping sleeves are in place, and before any concrete is placed.~~

~~In the case of masonry walls—Block is erected and required wall reinforcing is in place and safe access is provided to wall top for cavity inspection, plan listed weep holes and piping sleeves are in place, and prior to any wall cavity grouting or fill.~~

~~In the case of wood foundation or other wood site walls—Timbers are in place and properly spiked together, tee style or other professionally designed style dead heads are in place and properly spiked together, weep holes and filtration cloth is in place, and before backfill is placed.~~

Proposed Changes to Section 4.4.5 of UDC:

~~At all commercial or industrial sites or at a one or two family residential site builder's request, a second inspection of the building foundation walls, by City inspectors shall be required to verify proper placement of wall water proofing measures.~~

~~d. WALL/CEILING COVER (Commercial Only): To be made after the roof or other effective overhead weather seal is complete; all framing, bracing, fire and draft stops and blocking are effectively in place; exterior walls and gabled ends are sheathed and doors and windows are installed to effectively weather protect the structure interior; mechanical, electrical, and plumbing rough-ins at the area to be inspected are complete and under required tests; fabricated fireplaces or other fuel burning appliances are installed with flues and vents stubbed clear to the next level or area to be inspected or through the roof and weather capped; and before any wall or ceiling cover has been placed, except that walls may be one side covered so as to not restrict safe and readily accessible full wall cavity view for inspection.~~

~~e. FRAMING (Residential Only): To be made after roof is complete; all framing, bracing, fire stops and blocking are effectively in place; exterior walls and gabled ends are sheathed and doors and windows are installed to effectively weather protect a structure interior; mechanical, electrical, and plumbing rough-ins are complete and under required tests; pre-fabricated fireplace or other fuel burning appliances are installed with chimneys, flues, and vents through the roof and weather capped; or dedicated masonry fireplace openings are structurally independent and temporarily provide weather protection to interior spaces until masonry is completed; and before any insulation or wall or ceiling cover has been placed.~~

~~f. GEORGIA ENERGY CODE (GEC) COMPLIANCE: To be made at various stages of construction, by direct reference to the GEC Compliance Report submitted at initial permit issue, as follows:~~

~~(1)Residential Construction—Exterior wall cavity insulation and sloped, vaulted, or flat ceiling or floor closed cavity insulation may be inspected after the Framing inspection and before any wall or ceiling cover is placed at these concealed areas. Exposed and visible insulation at attics, accessible concealed spaces, unheated crawl spaces, and basements will be inspected as part of the Final building inspection.~~

~~(2)All Other Construction—Interior and exterior wall and ceiling insulation, as listed on the building plans, may be inspected as part of the Wall/Ceiling Cover inspection provided that all wall or ceiling structural and MEP components may be viewed and properly inspected and verified from either or both sides of the wall or ceiling assembly, in the opinion of the inspector. If wall or ceiling construction cannot be properly inspected with the plan required insulation in place during the Wall/Ceiling Cover inspection, a separate insulation inspection shall be performed prior to covering these areas. Exposed and visible insulation at attics, accessible concealed spaces, unheated crawl spaces, and basements will be inspected as part of the Final building inspection. General Energy Code Compliance Certificates and must be on file at the City Building Department, prior to issue of a Certificate of Occupancy.~~

~~g. BUILDING FINAL: To be made after a building or structure is complete and ready for safe occupancy and use. Building, mechanical, electrical, and plumbing finals shall be made at the same time. Prior to requesting a building final inspection a permittee shall assure that all inspections and written approvals required prior to final inspections are signed off on the permit yard card.~~

Proposed Changes to Section 4.4.5 of UDC:

~~All site work, walks, drives, paved areas, striping, handicap access routes, signage, landscaping, and other appurtenances or protectants listed on the plans for commercial work or as required by this Code or other laws for residential work, are completed, final inspected, and signed off on the permit yard card by the various other governing authorities listed and checked on the permit yard card and as required by State or County regulations.~~

~~5. Mechanical, General. The Building Official, upon notification from the permittee, shall make the following mechanical systems inspections and such other inspections as necessary and shall either release that portion of the construction by signature at the appropriate section on the permit yard card, or shall notify the permit holder, of any violations which must be corrected in order to comply with this Code, by issuing a Notice of Violation to the permittee.~~

~~a. SLAB PREP: To be made after trenches or ditches are excavated, underground ducting, conduits and sleeves are installed and ready for test and before any backfill is put in place.~~

~~b. WALL/CEILING COVER (Commercial Only): To be made with the wall/ceiling cover building inspection and after all mechanical equipment, ducting, duct insulation, piping, piping insulation, fire stops and fire dampers are installed, control wiring, or other concealed mechanical system components in the area to be inspected are in place, complete, supported properly, required pressure tests are applied, flues and vents are stubbed clear to the next level or area to be inspected or through the roof and weather capped; and before any wall/ceiling covers are installed.~~

~~Large or multiple floor buildings over 15,000 sq. ft. in total area may be inspected in stages and partially approved for the continuation of construction at the Building official's discretion.~~

~~c. ROUGH-IN (Residential Only): To be made with the framing inspection and after all mechanical equipment, ducting, duct insulation, piping, piping insulation, fire stops, control wiring, or other concealed mechanical system components are in place, completed, supported properly, required pressure tests are applied, and flues and vents are stubbed through the roof and weather capped; and before any wall or ceiling covers are installed.~~

~~d. GAS LINE: (To be made at various stages of construction, as follows)~~

~~(1) Residential, Rough Piping Inspection: To be made with the framing inspection and shall include all system piping from the point of delivery (gas meter) to within six feet (6') of and in the same room as all outlets or appliances that may be connected. A gas piping pressure test is required for this inspection.~~

~~(2) Commercial, Rough Piping Inspection: To be made with the wall/ceiling cover inspection and shall include all system piping from the point of delivery (gas meter) to within six feet (6') of and in the same room as all outlets or appliances that may be connected in the area to be inspected and shall include piping run stub-outs to the next area to be inspected. A gas piping pressure test is required for this inspection.~~

~~e. METERS: To be made after rough piping inspection and before the final inspection; when all mechanical equipment and other gas fired appliances and equipment and controls are in place and~~

Proposed Changes to Section 4.4.5 of UDC:

~~ready for safe test operation; venting, vent connectors, and flues are installed into final position and supported; piping runs are complete to the final appliance connector or union connection at the appliance or equipment; all gas shut off valves are in place and in the "off" or closed position, with appliances or equipment disconnected; and the gas piping system is ready for public utility connection and testing. A gas piping pressure test is required for this inspection. The sole purpose of this Meters inspection is to allow the installer to check installed mechanical systems and equipment for proper and safe operation, prior to Final inspection. Public utility connection shall not be made to the permitted work until this inspection has been approved.~~

~~f. FINAL: To be made with the building final inspection and after public utilities have been connected and all conditioned air systems and gas fired appliances are in full operation; all controls, compressors, condensate drains, insulation, ties and supports, and other system designed components are in place and final connected, all final trim and required labeling is in place, filters or other air purifying components are cleaned and in place, and all systems have been tested and balanced and the installation is ready for its intended use.~~

~~6. Electrical General. The Building Official, upon notification from the permittee, shall make the following electrical systems inspections and such other inspections as necessary and shall either release that portion of the construction by signature at the appropriate section on the permit yard card, or shall notify the permit holder, of any violations which must be corrected in order to comply with this Code, by issuing a Notice of Violation to the permittee.~~

~~a. TEMPORARY POLE: To be made after a minimum 4 x 4 size temporary electrical power pole has been set into the ground with a minimum two feet (2') buried and the pole firmly supported.~~

~~An eight foot (8') minimum length grounding electrode (rod) is required to be installed, with an unspliced grounding electrode conductor connected and sized per Code requirements, and a listed weather proof enclosure shall be connected and firmly attached to the pole.~~

~~The City requires at least one (1) 115V/20A weather proof duplex service outlet with GFCI protection and at least one (1) 230V/20A service outlet to be installed at the pole.~~

~~At least one (1) temporary power pole shall be installed at each permitted construction site for use during construction, unless approved by the Building official. No temporary power shall be used for more than one permitted site.~~

~~b. SLAB PREP: To be made after trenches or ditches are excavated, underground conduits, sleeves, or other devices are installed and before any backfill is put in place.~~

~~c. WALL/CEILING COVER (Commercial Only): To be made with the wall/ceiling cover building inspection of the area to be inspected and after all services and branch circuit distribution wiring that service the area to be inspected is in place, boxes are secured, required conduit serving the area to be inspected and conduit passing through that area to other areas to be inspected at a later date is in place and fastened properly, wiring is protected from physical damage, panel boards and switching gear servicing~~

Proposed Changes to Section 4.4.5 of UDC:

~~the area are set and secured to the structure with service and distribution wiring stubbed into their approved enclosures, disconnects are in place and secured, bonding and grounding rough wiring is stubbed out near its termination point, and before any wall or ceiling cover is installed.~~

~~Large or multiple floor buildings over 15,000 sq. ft. in total area may be inspected in stages and partially approved for the continuation of construction at the Building Official's discretion.~~

~~d. ROUGH-IN (Residential Only): To be made with the building framing rough-in inspection and after all service cable, branch circuit distribution wiring, and low voltage wiring to be concealed is in place and stubbed into panel boxes set and secured to the structure; outlet, junction, and fixture boxes are in place and secured; required conduit is in place and fastened properly; wiring is protected from physical damage; and before any wall or ceiling cover is installed.~~

~~In situations where a dwelling unit's exterior siding or finish veneer has not been installed, cables, feeders, and fixture wiring to be concealed shall be stubbed close or into exterior wall cavities closest to the point of final connection and coiled into place. Wall or ceiling cavities containing stubbed cables or wiring shall not be covered until inspection of terminal runs has been approved.~~

~~e. METERS: To be made after framing and all wall and ceiling coverings are in place and before final inspection; when all electrical service and control equipment is set, wired, fused, bonded and grounded, required disconnects are connected, all outlet devices and switch controls are connected, lighting fixtures, appliances, and equipment are set or boxed out and ready for safe operation, and the electrical system is ready for connection to public utilities.~~

~~The sole purpose of this Meters inspection is to allow the installer to check out all installed electrical systems and equipment for proper and safe operation, per its listing. Public utility connection shall not be made to permit work until this inspection has been approved.~~

~~f. LOW VOLTAGE: To be made with the wall/ceiling cover or rough-in inspection, as applicable to type of construction, where low voltage wiring systems are to be concealed; or with the meters inspection, where low voltage wiring systems are to be surface mounted.~~

~~Where concealed, inspection shall include review of distribution wiring/cable types and rating, boxes and connections, wiring protection from physical damage, grounding and bonding, disconnects, control panel cabinets or enclosures, and other system components.~~

~~Where surface mounted, inspection shall include review of raceway types and mounting, wire fills to manufacturer's specifications, connection points (must be open to view, except that plug-in types shall be connected), grounding and bonding, disconnects, outlets and plugs, control panel cabinets or enclosures, and other system components.~~

~~g. POOL BOND: To be made when all metallic parts of a pool structure, including the metal reinforcing of the pool shell and decking; forming shells and mounting brackets of no-niche fixtures; metal fittings within or attached to a pool structure; metal parts of pool equipment to include pumps, motors, covers, and other features; cables, raceways, and piping within five feet of the inside edge of the pool or within~~

Proposed Changes to Section 4.4.5 of UDC:

~~twelve feet above the pool maximum water level; are connected together with approved pressure connectors into a common bonding grid with a minimum #8 solid copper conductor, bare or insulated, and the system is ready to be concealed. Dependent upon site conditions, this inspection may have to be done in several separate trips to be completed and shall be at the inspector's discretion.~~

~~h. IRRIGATION: To be made when all irrigation system wiring and conduit is in place; control panels, transformers, and their enclosures are mounted; junction boxes and splice points are open to view, high voltage power wiring is in place and GFCI protected, and the system is ready for safe operation.~~

~~GFCI protection for irrigation system wiring and controls is mandatory and may be provided by direct plug and cord connection from the transformer primary to a GFCI protected wall outlet or hard-wired from the primary to a disconnect that is protected by a GFCI breaker located at the electrical panel.~~

~~i. FINAL: To be made with the building final inspection, after all public utilities have been connected and all installed electrical systems are in full operation; all equipment, motors, appliances, fixtures, controls, guards, and other related systems have been labeled, tested, and balanced and the completed electrical installation is ready for its intended use.~~

~~7. Plumbing, General. The Building Official, upon notification from the permittee, shall make the following plumbing systems inspections and such other inspections as necessary and shall either release that portion of the construction by signature at the appropriate section on the permit yard card, or shall notify the permit holder, of any violations which must be corrected in order to comply with this Code, by issuing a Notice of Violation to the permittee.~~

~~a. SLAB PREP: To be made after trenches or ditches are excavated and all under slab drainage and water service and distribution piping and sleeves and protectants are installed and under required tests and before any backfill is placed.~~

~~b. SEWER TAP: To be made any time during construction, but before requesting final building inspection. This inspection is an open trench inspection of the exterior sewer piping from the building or structure foundation edge, to and including connection to the public or site sewer. Sewer piping shall be inspected for proper bedding, fall, materials, fittings, cleanout positions, and connection to the public or site sewer.~~

~~c. WALL/CEILING COVER (Commercial Only): To be made with the building wall/ceiling cover inspection and after all drainage, waste, vent, and water service and distribution piping is in place at the area to be inspected and stub outs are installed to the next area to be inspected, all piping and fixture roughs are properly fastened into place and protected from physical damage. All concealed fixture connections shall be made, rated assemblies installed and fire safe, concealed piping insulation installed, rough trim boxes, enclosures, access panels or vaults are secured in place, boots and flashings are installed, required pressure tests are applied, and before any wall or ceiling cover is installed.~~

~~d. ROUGH-IN (Residential Only): To be made with the framing rough-in inspection and after all drainage, waste, vent, and water service and distribution piping is in place and fastened and protected against~~

Proposed Changes to Section 4.4.5 of UDC:

~~physical damage. All concealed fixture connections shall be made, concealed piping insulation installed, rough trim boxes, enclosures, access panels/vaults secured in place, boots and flashings installed, required air or water pressure tests are applied and ready for inspection, and before any wall or ceiling cover is installed.~~

~~e. BACK FLOW: To be made prior to or with the final building inspection and shall include inspection of all water and irrigation systems requiring backflow prevention measures.~~

~~f. FINAL: To be made with the building final inspection, after all public utilities have been connected and all plumbing fixtures are properly set, trapped and connected to the drainage system, properly valved, protected against back siphonage, and connected to the potable water system. All water heating and other plumbing devices and appliances must be connected, valved, vented, pressure protected, secured in place, insulated and sealed, cleaned and tested for proper operation, and the completed plumbing system installation is ready for its intended safe use.~~

D. Responsibility for Quality and Design. The completion of inspections by the City and authorization for work continuation shall not transfer responsibility for the quality of the work performed or materials used from the owner, nor imply or transfer acceptance of responsibility for project design or engineering from the professional corporation or individual under whose hand or supervision the plans were prepared.

1. Stop Work Orders: Work which is not authorized by an approved permit, or which is not in conformance to the approved plans for the development activity project, or which is not in compliance with the provisions of this Ordinance or any other adopted code, regulation, or ordinance of the City, shall be subject to immediate stop work order by the Director, Building Official or City Engineer.

E. Tree Removal Compliance Inspection.

1. Following the issuance of a land disturbance permit for the development activity, the Arborist shall, from time-to-time, inspect the property for the purpose of certifying compliance with the requirements of the permit. In the event of non-compliance, the Arborist shall issue a stop work order. No Certificate of Occupancy shall be issued until actual compliance is obtained.

2. If any required tree removal conditions have not been met within the time specified in the permit and provided the Director has not granted a written extension, the City may use the cash or bond proceeds to insure that these conditions are met.

3. After development activity is concluded, the Arborist shall continue to make random inspections to insure that required trees are maintained. Replacement shall be required or bond/letter of credit posted within thirty (30) days of notice by the Arborist should any of these trees die, be removed, or be destroyed within two (2) years after completion of development.

Proposed Changes to Section 4.4.5 of UDC:

F. Floodplain.

1. Properties containing or adjacent to the established Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard shall provide an elevation certificate or flood proofing certification using the FEMA flood proofing certificate along with the design and operation/maintenance plan to the Building Official after the lowest floor is completed, after placement of the horizontal structural members of the lowest floor upon placement of the lowest floor, or flood proofing by whatever construction means, whichever is applicable in accordance with Article III Section 3.4.5.B

2. Said certification shall be prepared by or under the direct supervision of a licensed land surveyor or professional engineer and certified by same in accordance with Article III Section 3.4.5.B. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Director shall review the floor elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being permitted to proceed. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

G. As-Built Drawings. Upon completion of the development activity as authorized by the land disturbance permit and prior to final inspection of public and private improvements, the owner shall submit to the City Engineer for review and approval a complete set of record drawings showing "as-built" conditions prepared by land surveyor registered in the State of Georgia. These drawings shall show actual location, true vertical and horizontal alignment, and finished elevations of:

1. Drainage System.
2. Detention Volume Certification.
3. Sanitary Sewer System (approved by Fulton County if served by Fulton County).
4. Public Water System (approved by Fulton County if served by Fulton County).

H. Final Subdivision Plat.

1. Process for Approval—Prior to the application for final subdivision plat approval; all storm water drainage and detention facilities, water and sewer utilities, street base, sidewalks, and curbing construction required for approval of the Final Subdivision Plat shall have been properly installed and completed in accordance with this Ordinance.

The Community Development Department shall be responsible for the coordination and approval of all final subdivision plats.

a. Application for a final subdivision plat approval shall be made to the Community Development Department. The application shall include:

- (1) Application in the form furnished by the Community Development Department requesting final subdivision plat review.

Proposed Changes to Section 4.4.5 of UDC:

(2) Ten (10) copies of final subdivision plat prepared in conformance with the specifications in this Ordinance.

(3) One copy of as-built drawings pursuant to the requirements of this Ordinance, sealed by a land surveyor registered in the State of Georgia, for projects served by City water supply.

(4) Payment of all final subdivision plat application and review fees.

b. Ten (10) days following the application deadline, the Community Development Department shall indicate in a written memorandum all comments related to compliance with this Ordinance and conditions of zoning approval.

c. The owner shall be responsible for all of the plan review comments prior to the resubmission of the revised final subdivision plat. All revisions to previous submittals shall be noted in the revision block and dated.

d. Proof of payment for streetlights shall be provided to the City Engineer, prior to his approval of the final subdivision plat. At a minimum, this proof shall be in the form of a letter from the approved utility provider.

e. Payment for materials and installation of traffic control devices shall be made to the City Engineer in accordance with the traffic engineering requirements in this Ordinance. Payment of the cost of street striping or required signalization, if required and not completed by the owner, shall also be received by the City Engineer prior to approval of the final subdivision plat.

f. Provide one set water and sewer as-built with proof of approval by Fulton County Development Services Department, prior to approval by the Public Works Department.

g. The Community Development Department shall not sign the final subdivision plat until all requirements of this Ordinance and other applicable regulations have been met. The final subdivision plat shall be accompanied by a bond, letter of credit, or other acceptable surety providing for the maintenance of all installations and improvement required by this Ordinance in the subdivision for a period of twelve (12) months following the date of final approval of the public improvements. The maintenance period may be extended by the Director at the request of the owner, provided it is in the best interest of the City.

h. Once the Director has approved the final subdivision plat and all other affected departments and agencies of government as required have certified compliance, the Community Development Department shall certify by signature on the original of the final subdivision plat that all of the requirements of this Ordinance, and the conditions of zoning approval have been met, and that all other affected departments have approved the plat. The final subdivision plat shall not be deemed approved until the CERTIFICATE OF FINAL PLAT APPROVAL has been signed by the Community Development Department, City Engineer and the Fulton County Health Department.

Proposed Changes to Section 4.4.5 of UDC:

i. The owner shall be responsible for recording the approved final plat at Fulton County; and shall provide to the Community Development Department a reproducible Mylar copy showing the stamp of the Fulton County Court Clerk, and twenty (20) full size copies.

(1) Standards for Approval—The Final Subdivision Plat shall be clear and legible at a minimum scale of 100 feet to the inch. The Director may approve other scales as appropriate. The maximum sheet size shall not exceed 42" × 30". The maximum size acceptable for recording is 17" × 22", or as required by the Fulton County Superior Court Clerk. If the complete plat cannot be shown on one sheet, then said final subdivision plat shall be shown on several sheets with an index map indicated on each sheet. The minimum sheet size shall not be less than 17" × 22". All letters, numbers and other information shall be legible on the recorded copy. There shall be sufficient space available for the certificates as required. Graphic standards shall comply with the Georgia Plat Act.

The final subdivision plat shall conform substantially to the preliminary subdivision plat and it shall constitute only that portion of the approved preliminary subdivision plat which the owner proposes to record and develop at any one time, provided that such portion conforms to the requirements of this Ordinance. Any substantial deviation from the Preliminary Plat shall require revision and approval of the Preliminary Plat.

The final subdivision plat shall contain the following information:

- (a) Name of the subdivision, unit number and street names.
- (b) Name, address, and phone number of owner of record.
- (c) Name, address and phone number of each professional firm associated with a portion of the final plat (engineers, surveyors, etc.).
- (d) Site acreage.
- (e) Site zoning, case numbers, zoning conditions and date of approval for any applicable rezoning, master plan, variance, or special use permit affecting this site.
- (f) Date the final subdivision plat drawing, graphic scale, north point, notation as to the reference or bearings to magnetic, true north, or grid north, and indication whether bearings shown are calculated from angles turned.
- (g) Land District, Land Section, and Land Lot.
- (h) Name of the former subdivision, if any, or all the entire final subdivision plat if it has been previously subdivided.
- (i) Location map.
- (j) Courses and distances to the nearest Fulton County GIS monument.

Proposed Changes to Section 4.4.5 of UDC:

- (k) Boundary lines of the property, to be indicated by a heavy line, giving distances to the nearest one hundredth (1/100) foot and bearing to the nearest second, which shall be balanced and closed with an error of closure not to exceed one (1) to ten thousand (10,000). The error of closure shall be stated.
- (l) City and Fulton County political boundary lines accurately tied to the lines of the property by distance and angles when such lines traverse the subdivision.
- (m) Locations, widths, and names of all streets and alleys within and immediately adjoining the final subdivision plat, address numbers, the location and widths of all public crosswalks, sidewalks, greenway trails and other public rights of way.
- (n) Street centerlines showing angles of deflection and standard curve data, radii, length of tangents and arcs, and degree of curvature with basis of curve data.
- (o) Lot lines with dimensions to the nearest one-tenth (1/10) foot, and bearing to the nearest second radii of rounded corners, as necessary to describe each lot.
- (p) Front and rear setback lines with dimensions.
- (q) Location of all buffers, landscape strips, greenway easements, and no access easements, etc., are required by this Ordinance.
- (r) When lots are located on a curve or when side lot lines are at angles other than ninety (90) degrees, the lot width at the building line shall be shown.
- (s) Lots or sites numbered in numerical order and blocks lettered alphabetically.
- (t) Location and size of all drainage structures, location, dimension and purpose of any easements, including slope easements, if required, public and private service utility right-of-way lines, fire hydrants and water mains.
- (u) Any areas to be reserved, donated, or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any lands to be reserved by deed covenant for common uses of all property owners. Include statement that all common areas are to be maintained by the homeowners.
- (v) Statement "The City of Alpharetta does not enforce restrictive covenants."
- (w) Certificates and statements are shown below, as follows.
- (x) A statement that the private covenants are to be recorded separately and the following statement provided: "This final subdivision plat is subject to the covenants set forth in the separate document(s) attached hereto, dated _____, which hereby becomes a part of this final subdivision plat," recorded and signed by the owner.
- (y) Accurate location, material, and description of monuments and markers. Monuments to be placed prior to approval of the Final Plat.

Proposed Changes to Section 4.4.5 of UDC:

(z)Extent of the Areas of Special Flood Hazard and Areas of Future-conditions Flood Hazard and a flood plain chart showing the area within and outside the floodplain and a minimum allowable lowest finished floor elevation for a/each lot containing or adjacent to any portion of the Area of Special Flood Hazard and Area of Future-conditions Flood Hazard.

(aa)The information required by the current Georgia Recording of Maps, Plats, etc., by Clerks of Superior Court Act must be shown.

(bb)All other applicable notes and notations as may be required by the Director.

(2)Certificate of Final Subdivision Plat Approval—Each final subdivision plat shall carry the following certificates printed or stamped on the plat.

(a) Approval from the Fulton County Health Department.

(b) Surveyor's Certificate.

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision; that all monuments shown thereon actually exist or are marked as "future" and will be placed during construction of the improvements shown on this plat; and their location, size, type, and material are correctly shown.

By: _____

Registered Georgia Land Surveyor Survey No. _____

Date: _____

(c)Owner's Certificate of Dedication and Acknowledgement:

(STATE OF GEORGIA)

(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person, or through a duly authorized agent, hereby acknowledges that this final subdivision plat was made from an actual survey, dedicates to the City of Alpharetta the complete ownership, and use of all streets (_____ acres), public water facilities, storm drains, easements (_____ acres), greenway easements (_____ acres), and other public facilities and appurtenances thereon shown (_____ acres).

Subdivider: _____

Proposed Changes to Section 4.4.5 of UDC:

Date: _____

Owner: _____

Date: _____

(d) Certificate of Final Subdivision Plat Approval.

The Community Development Department of the City of Alpharetta, Georgia, certifies that this plat complies with all requirements of the Alpharetta Unified Development Regulations including the City of Alpharetta Zoning requirements.

Community Development Department

Engineering Department

I. Final Development Activity Inspection and Approval.

1. Final Inspection by the City Engineer.

a. A final development inspection may be requested when all site work and/or public improvements have been accomplished according to the terms of the approved site construction drawings and with this Ordinance, codes, and regulations.

b. As-built drawings shall be approved, in accordance with the requirements of this Ordinance, prior to the performance of a final development inspection.

c. The owner shall be responsible for correcting any deficiencies identified in the final development inspection prior to issuance of a letter of Final Development Inspection Approval.

2. Maintenance Bond and Landscape Maintenance Bond.

a. Following issuance of Final Development Inspection Approval and prior to approval of the final subdivision plat or issuance of a certificate of occupancy, a maintenance bond and a landscape maintenance bond in a form acceptable to the Director is required. For the Maintenance Bond, the

Proposed Changes to Section 4.4.5 of UDC:

owner shall be responsible for maintenance/public improvements for one (1) year from the date of Final Development Inspection Approval, or longer if requested by the City Engineer. A performance bond may be required if deemed necessary by the City Engineer. For the Landscape Maintenance Bond, the owner shall be responsible for maintenance for eighteen (18) months from the date of Final Development Inspection Approval.

(1)The value of the Maintenance Bond shall be determined by the Director based on the dollar value of the improvements and the requirements of the City.

(2)The value of the Landscape Maintenance Bond shall be calculated by the property owner and shall be sufficient for the costs of labor, materials and maintenance for all landscaping improvements as set forth in the improvement plans.

3. Acceptance of Public Improvements.

a. Prior to expiration of the maintenance bond, a final inspection of the public improvements shall be conducted by the City Engineer.

b. The owner shall correct all defects or deficiencies in materials or workmanship.

c. The maintenance bond shall not be released until the City Engineer is satisfied that all public improvements are in conformance with the specifications of this Ordinance.

d. The City shall not accept the public improvements into perpetual maintenance until such time as said improvements are certified by the City Engineer as being in conformance with the specifications of this Ordinance.

J. Certificate of Occupancy. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or parts thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a Certificate of Occupancy shall have been issued therefor by the Director, stating that the proposed use of the building or land conforms to the requirements of this Ordinance and other codes and ordinances adopted by the City.

K. A temporary Certificate of Occupancy may be issued for a period not to exceed six months during alterations or partial occupancy of a building or structure pending its completion, provided that such temporary certificate may include such conditions and safeguards as will protect the safety of the occupants and the public.

L. A Certificate of Occupancy shall be required for any of the following:

1. Occupancy and use of building or structure constructed or enlarged.
2. Change in use of existing buildings to uses of a different classification.

(Ord. No. 681, § 1, 10-7-2013; Ord. No. 693, 9-2-2014)

Key:

~~Strikethrough~~ = deletions

Underlined = additions

SECTION 2.6 - SIGNS

2.6.1 Findings, purpose and intent.

A. Findings.

1. The City of Alpharetta finds that signs are a proper use of private property, are a means of personal free expression and a necessary component of a commercial environment. As such, signs are entitled to the protection of the law. In the absence of regulation, however, the number of such signs tends to proliferate, with property owners' desiring ever increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted thoroughfares and properties. In addition, the competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises.
2. The City of Alpharetta~~further~~ finds that the ~~number~~, size, height, number, design characteristics, spacing and ~~locations~~ of signs in the City directly affect the public health, safety and, welfare and property values.
3. The City further finds that the regulation of the size, height, number, design characteristics, spacing and location of signs is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the City, to protect the public investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, and to provide for the orderly and reasonable display of both advertising and non-commercial messages for the benefit of all the City's citizens.
4. The City further finds that there is a substantial difference between signs erected by public authority and signs erected by private citizens or businesses. Signs erected by public authority are virtually all erected for the purpose of maintaining the public safety either through direct control of traffic or through provision of such type signage as street signs which enable the traveling public to know where they are located and to find where they are going. As such, with the exception of limited signs serving other purely public purposes, such as identifying government buildings or conveying government speech, virtually all government signs are erected purely for public safety purposes. Moreover, their use in the public right-of-way is necessary to ensure their visibility to the motoring public. The City finds that public utility signs are frequently of the same nature as those signs erected by governmental entities in that they provide necessary information to safeguard the public from downed power lines and from street excavations. Even where signs serve a propriety purpose, such as identifying markings on utility poles, those signs are marked primarily for the purpose of benefiting the public generally through identification of locations where there may be temporary losses of power.

5. The City further finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through adoption of the following regulations.

B. Purpose and Intent. The purpose and intent of the governing authority of the City of Alpharetta in enacting this Ordinance includes, are as follows:

1. To protect the health, safety, general welfare and property values of the citizens of the City, and to implement the policies and objectives of the ~~e~~Comprehensive ~~development p~~lan of the City through enactment of a comprehensive set of regulations governing signs in the City;ⁱ:-
2. To regulate the erection and placement of signs within the City in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers and pedestrians;ⁱ:-
3. To preserve the value of property on which signs are located and from which signs may be viewed;ⁱ:-
4. To maintain an aesthetically attractive city in which signs are compatible with the surrounding area;ⁱ:-
5. To maintain for the City's residents, workers and visitors a safe and aesthetically attractive environment and to advance the aesthetic interests of the City;ⁱ:-
6. To prevent the destruction of the natural beauty and environment of the City and ~~To~~-maintain and maximize tree coverage within the City;ⁱ:-
7. To establish comprehensive sign regulations which effectively balance the protection of legitimate business and development needs and the rights of individuals and businesses to convey their messages through signs with the promotion of a safe and aesthetically attractive environment for residents, workers and visitors to the City and the protection of the public health, safety, and general welfare;ⁱ:-
8. To ensure the protection of free speech rights under the State and United States Constitution within the City;ⁱ:-
9. To promote economic development;
109. To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent and aesthetic characteristics of the areas where the signs are to be located;ⁱ:-
110. To provide temporary signs in limited circumstances;ⁱ:-
124. To place reasonable controls on non-conforming signs that are by definition contrary to the public health, safety and welfare while protecting the constitutional rights of the owners of said non-conforming signs;ⁱ:-
12. ~~To prohibit all signs not expressly authorized by this Ordinance.~~
13. To provide for the maintenance of signs;ⁱ:-
14. To avoid the harmful aspects of the unrestricted proliferation of signs;ⁱ:- and
15. To ensure the fair and consistent enforcement of sign regulations.

2.6.2 Scope of regulations.

- A. The provisions and standards of this Ordinance shall apply to all signs located or erected within the corporate limits of the City. It shall be unlawful for any person to erect, construct, enlarge, move, alter or convert any sign or cause the same to be done within the City except in accordance with the provisions of this Ordinance.

- ~~B. Non-commercial speech protected under the First Amendment of the United States Constitution and the Constitution of the State of Georgia shall be regulated by this Ordinance only as to the size of signage containing such speech, the numerosity of such signs, and such other reasonable time, place and manner, restrictions as are set forth in this Ordinance. Any sign or structure used solely for the purpose of displaying a protected non-commercial message or protected non-commercial speech is exempt from all other aspects of this Ordinance. Except, however, all sign structures shall remain subject to the provisions of the City Zoning Ordinance, Building Codes and other relevant laws.~~
- ~~CB. Protected non-commercial speech shall be permitted in any place commercial speech is permitted under this Ordinance. Any sign provided for in any zoning district may contain non-commercial messages. To the extent any conflict arises between this provision and any other language found in this Ordinance, this provision shall control.~~
- ~~D. Any sign or structure erected for the purpose of displaying a protected non-commercial message or protected non-commercial speech shall not be used for a commercial message or commercial speech unless such sign or structure is erected in conformance with all requirements of this Ordinance and has received a sign permit as required under Section 2.6.4.~~
- ~~CE. For purposes of this Ordinance, a "non-commercial message" or "non-commercial speech" shall mean any message or speech that does not meet the definition of "commercial message or commercial sign" as set forth in Section 2.6.3 of this Ordinance. Nothing herein shall be construed to permit display of any message which is obscene, illegal or speech which is otherwise unprotected under the First Amendment of the United States Constitution. Nothing herein shall be construed to prohibit a prosecution for violation of a criminal statute by the City or other duly constituted government authority or a civil action by the City or other private person or entity.~~

2.6.3 Definitions.

As used in this Ordinance, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

~~**Abandoned Sign.** Any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or deteriorated copy through lack of maintenance, or which is otherwise dilapidated, unsightly, or unkempt, and for which no person accepts maintenance responsibility. A sign which refers to a use or activity that is no longer located on the property where the sign is located, or which has ceased to be used through the removal of its copy or the deterioration of its copy through lack of maintenance, but excluding temporary or short-term periods of remodeling, refurbishment or maintenance of the sign or temporary vacancy of the premises.~~

~~**Animated Sign.** Any sign, or part of a sign, that uses any movement or change of lighting or color to depict action or create a special effect or scene, which changes colors or physical position by movement or rotation, or which gives the visual impression of such movement or rotation. This includes signs that flash, blink, scroll, fade or rotate/revolve to display a message in more than one direction, and tri-vision signs, but does not include flags, banners, or canopies.~~

~~**Area of Sign.** The area of the largest single face of the sign within a perimeter which forms the outside shape including any frame which forms an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled. Where sections or modules are installed back to back, one face only is considered as area. If there is a difference, the larger face will be counted.~~

~~**Background Area.** The ~~entire~~ area of a sign ~~face~~ on which copy could be placed, as opposed to the copy area, where copy is in fact posted or painted. See also, "Face of Sign" (or "Sign Face").~~

~~**Banner.** Any sign of lightweight fabric, plastic or similar material that is intended to be hung either with a frame or without a frame. Neither flags nor canopy signs are considered banners. permanently mounted at one or more edges to a pole or other structure. National flags, state and municipal flags, and official flags of businesses, institutions or other organizations shall not be considered banners.~~

Beacon. Any light with one (1) or more beams which rotate, move or which are directed into the atmosphere or at one (1) or more points not on the same lot as the light source.

Canopy (or Marquee). A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material such as fabric, metal, glass or plastic.

Canopy Sign. Any sign attached to or constructed in or on a canopy. For purposes of this Ordinance, this term includes Marquee Sign.

Changeable Copy Board. ~~A sign on which copy or sign panels may be changed, such as boards with changeable letters or changeable pictorial panels. Any sign or part of a sign face that incorporates changeable board or panels, each of which contain a number, letter, character, graphic, symbol or image, to form a sign message or messages ("changeable copy"), whether the changing of such panels or boards are accomplished electronically or manually. A tenant panel is not considered changeable copy.~~

City. The City of Alpharetta, Georgia.

Commercial Message or Commercial Sign. ~~Any sign, wording, logo, or other visual representation that directly or indirectly identifies, names, advertises, or directs attention to a business operated for profit, or to a product, commodity commercial interest or activity, or is otherwise intended to induce the purchase of goods, commodities, products, property, or services.~~

Copy. The characters, symbols, graphics, images, letters, words, writing, and/or information or advertising display on a sign surface.

Copy Area. ~~The area in square feet of the smallest rectangle enclosing geometric figure which describes the area enclosed by the actual copy of a sign. For wall or canopy sign, the copy area limits refer to the message, not to the illuminated background.~~

Directory Sign. A single, permanent free-standing sign for multiple businesses, offices, professionals, industries or other entities located within a planned center.

Double-Faced Sign. A sign which has two (2) display areas against each other or where the interior angle formed by the display areas is sixty degrees (60°) or less, where one (1) face is designed to be seen from one (1) direction and the other face from another direction.

~~*Electrical Sign.* Any sign containing electrical wiring which is attached or intended to be attached to an electrical energy source.~~

Electronic sign. Any sign, or portion of a sign, whose message may be changed at intervals by electronic process or by remote control, including signs such as a tri-vision sign, LCD sign or LED sign.

Facade. The exterior front of a building or structure exposed to public view.

Face of Sign or Sign Face. That part of a sign that is or can be used to announce, direct attention to, identify, advertise or otherwise communicate information. The entire area of sign on which copy could be placed. See also, "Background Area." ~~The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.~~

Feather Sign. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a single rod, stake or staff for support, and designed to move in the wind.

Flags. Any fabric, plastic-bunting or similar material containing distinctive colors, patterns, or symbols.

Flashing Sign. A sign, the illumination of which is not kept constant in intensity at all times when in use, and which exhibits marked changes in lighting effects. ~~Illuminated signs which indicate only the time, temperature, or date shall not be considered flashing signs.~~

Free-standing Sign. Any sign erected on a free-standing base, foundation, or frame, or otherwise supported by structures, supports or posts that are attached to, placed on, or anchored in the ground, and which are independent from and ~~mast or pole~~ not attached to any building or other structure. All permanent free-standing signs ~~or poles~~ shall be self-supporting structures erected on and permanently attached to solid bases or foundations. ~~Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed. Any poles or columns utilized for structural purposes shall be fabricated or covered so they may not be detected visually.~~

Ground Level. Street grade.

Ground Sign. A free-standing sign (as defined previously) installed directly on the ground.

Height of Sign. The vertical distance to the highest point of a sign from ground level.

Illuminated Sign, External. Any sign illuminated by an external light source. Such source cannot be a device that changes color, flashes or alternates.

Illuminated Sign, Internal. Any sign illuminated by an internal light source. Such source cannot be a device that changes color, flashes or alternates, which is lighted from within (direct) or without (indirect).

Lot or Parcel. A designed parcel, tract or area of land legally established by plat, subdivision or as otherwise permitted by law, to be separately owned, used, developed or built upon.

Monument Sign. A type of permanent free-standing sign that consists of a sign face attached on a solid base or foundation, designed in a manner such that the bottom (base) of the sign face is flush with the supporting solid base, which is directly mounted on and flush with the ground. The supporting base shall be at least as wide as the sign face and shall be constructed of brick, stone, or other architectural material as set forth herein. Also referred to as a "ground sign."

Non-conforming Sign. A sign erected or otherwise in use prior to the effective date of this Ordinance which fails in one or more respects to comply with all provisions of this Ordinance.

Obscene. Any form of speech which, taken as a whole, appeals to the prurient interest in sex, portrays sexual conduct in a patently offensive way, and which, taken as a whole, does not have serious literary, artistic, political, or scientific value. See *Miller v. California*, 413 U.S. 15, 93 S. Ct. 2607 (1973).

Outparcel. A portion of a larger parcel of land generally designed as a site for a separate structure and business from that of the larger main tract. To be recognized as an outparcel, the parcel must abut and be external to the larger main tract, have street frontage, and at the time of approval of the site plan for the larger main parcel be identified and delineated as a separate building site from that of the larger main parcel.

Owner. The title owner and its agents and assignees.

Pennant or Streamer. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

Permanent Sign. Any sign affixed in manner that enables the sign and its copy to resist environment loads and precludes ready removal or movement of the sign, which is designed and constructed in a manner such that its intended use appears to be indefinite, and which, when installed, is intended for permanent use.

Perpendicular Sign. A sign that is placed perpendicular to the face of a wall and can be read on both sides. Such signs can be mounted to a wall or attached to the underside of an awning.

~~*Pole Sign.* A sign that is mounted on a free-standing pole or other support.~~

Portable Sign. Any sign which is designed to be transported, including, but not limited to, signs transported by trailer or its own wheels, even though the wheels of such sign may be removed and remaining chassis or support constructed without wheels is converted to an "A" or "T" frame sign or attached temporarily or permanently to the ground. Portable sign also means a sign carried by a person when that person's function is to display or convey a message as a pedestrian. Portable sign also means and includes a sign attached to, mounted on, posted on, painted or drawn on a motorized or drawn vehicle, when such vehicle is parked or placed in such a manner as to serve the purpose of an advertising device, or routinely parked at a location other than the location generally associated with the message conveyed or identified thereon, or when the primary purpose or function of such vehicle is to transport the message or messages conveyed or identified thereon. Portable signs shall not be deemed to include standard bumper stickers on vehicles, license plates, or signs that may be reflected on hats or other articles of clothing.

~~*Prohibited Sign.* Any sign, other than a nonconforming sign, which does not comply with this Section or is specifically restricted herein.~~

~~*Public Notice.* Any sign or notice posted by the City.~~

~~*Real Estate 'For-Sale', Lease or Rent.* For the purposes of this Ordinance, real estate is 'For-Sale', lease or rent when the real estate is being openly and actively marketed by the owner or a duly-licensed real estate agent or broker.~~

Roof Line. The top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.

Roof Sign. Any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

Rotating Sign. Any sign or portion of a sign that moves in a revolving or similar manner.

Sidewalk or Sandwich Board Sign. A movable sign not secured or attached to the ground or surface upon which it is located.

~~*Sign.* Any identification, description, illustration, symbol, statue or device, fixture, structure, display or visual representation illuminated or non-illuminated, which is visible from any public place and affixed to, or supported or suspended by, a stationary object, structure, building or the ground that uses any color, form, character, symbol, graphic, image, illumination, or writing to announce, direct attention to, identify, or advertise an object, idea, location, place, person, institution, organization, business, product, service, activity or event or to otherwise visually communicate information, ideas or messages of any kind to the public. "Sign" includes the sign face and sign structure each designed to advertise, identify or convey information, including any landscaping where letters or numbers are used for the purpose of directing the public's attention to a product or location, with the exception of window displays and state or national flags. For the purpose of removal, sign shall also include all sign structures.~~

Sign Structure. Any structure, other than a building, which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site Plan. A scaled, legible drawing representing the parcel of land on which a sign is to be located showing at least the property lines, public street right-of-ways, drive entrances, buildings and the location of existing free-standing signs.

~~*Standard Informational Sign.* A non-illuminated, temporary free-standing sign, which shall contain no reflecting elements, flags, projections or unpainted wooden surfaces, mounted on a post, stake or metal frame (with a thickness or diameter not greater than three and one-half inches) that is attached to, or anchored in, the ground. Standard informational signs are limited per lot to either one (1) sign that is twelve (12) square feet in area or up to four (4) signs not to exceed an aggregate of twelve (12) square feet in area. In addition, each sign shall not exceed a height of five (5) feet. These signs shall be set back not less than~~

ten (10) feet from public right-of-way or ten (10) feet from the back of curb of a private roadway. Standard informational signs do not require a permit.

Strip Shopping Center. A multi-tenant retail center with less than fifty thousand square feet (50,000 sq. ft.) of enclosed, leasable space.

Subdivision Sign. A monument sign located at the vehicular entrance or exit ~~to-of~~ a platted residential subdivision.

Substandard Lot or Parcel. A lot or parcel that does not meet the lot area, width or public street frontage and access requirements of the City Zoning Ordinance~~this Code~~.

Swinging Sign. A hinged sign installed on an arm or spar, and which is not also permanently fastened to an adjacent wall, ceiling or upright pole or support.

Temporary Sign. Any sign ~~which-that~~ is not a permanently signaffixed.

Tenant Frontage or Tenant Space Frontage. The horizontal distance in feet between the left side wall and the right side wall or building end wall of a tenant space fronting on a street.

Tenant panel. A physically removable panel on a sign face that may be changed for different like-sized panels and which is at least two (2) square feet in area. Tenant panels do not include electronic signs, reader boards or changeable copy.

Tenant Space. The physical location within a building designed and intended to serve as the separate and exclusive premises for the operations of a business or entity, which has its own exclusive public entrance/exit from the exterior of the building, and which is occupied by a business or entity legally operating pursuant to all Federal, State, City or other applicable laws and regulations. The use of any such physical location by more than one (1) legally operating business or entity shall only constitute a single tenant space. In the event such a physical location is used or occupied by more than one (1) business or entity, in order for such physical location to constitute a "tenant space", all businesses and/or entities operating therein must be operating pursuant to all Federal, State, City or other applicable laws and regulations.

Under-canopy Sign. A sign suspended below the ceiling or roof of a canopy or marquee and perpendicular to the face of the building. For the purposes of this Ordinance, this term includes Under-marquee Sign.

Variable Message Board. A programmable sign that provides changing information.

Wall Sign. A sign attached to or erected against ~~the outside~~ wall of a building, with the face parallel to the building wall and extending not more than 1 foot (1 ft.) therefrom, and which displays only one sign face. ~~For the purposes of this Section, this term includes Fascia Sign.~~

~~Weekend Signs.~~ A temporary sign that is placed after 12:01 a.m. on Thursday and removed prior to 11:59 p.m. on Sunday.

Window Sign. A sign installed on or inside a window for purposes of viewing from outside the building. This term does not include merchandise located in window or similar window displays.

2.6.4 Permits and labels.

- A. PERMIT REQUIRED. Except as specifically exempted from the provisions of this Ordinance, it shall be unlawful for any person to post, display, materially change, or erect a sign in the City without first having obtained a sign permit. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this Ordinance. A change in only the copy of a sign shall not constitute a material change.

B. PERMIT REQUIREMENT AND APPLICATION. ~~Except as specifically exempted from the provisions of this Ordinance, it shall be unlawful for any person to post, display, substantially change, or erect a sign without a permit. A change in the copy only of a sign shall not constitute a substantial change.~~ Applications for sign permits shall be filed by the sign owner or its agent with the Director. The application shall describe and set forth the following:

1. The street address of the property upon which the subject sign is to be located and a site plan of the property which bears the scaled and labeled proposed location of the sign.
2. The aggregate area and copy area for all signs on the parcel.
3. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
4. Name, address, telephone number, business license number and signature of the business owner authorizing placement of the sign.
5. Name, address, telephone number, fax number, business license number and signature of the sign contractor.
6. The type of sign to be erected, the area and copy area of the sign, the height of the sign, (if free-standing) the shape of the sign, the color(s) of the sign, the material of the sign and details showing how the sign will be mounted, installed or erected.
7. For permanent free-standing, ~~and~~ ground and monument signs only, show dimensioned sign location on site plan and include structural foundation and mounting details. Indicate the location and size of all existing permanent free-standing, ~~and~~ ground and monument signs on the property.
8. The cost of the sign (materials and installation).
9. ~~If an electrical sign, All applicants for signs which incorporate electricity must obtain an electrical permit or, if previously issued,~~ a copy of the electrical permit. Signs connected to an approved, existing wired outlet or junction box do not require electrical permits.

CB. PERMIT FEES, LABELS AND EXPIRATION DATE.

1. No permit shall be issued until the appropriate application has been filed with, and approved by, the Director and fees have been paid. Fees and any required deposits shall be established from time to time by resolution of the City Council. No application shall be deemed to be accepted by the Director unless and until all fees and deposits are paid and all information reasonably required by the Director is provided by the applicant.
2. The Director may inspect all existing signs in the City to determine if such signs conform to the provisions of the Ordinance. The Director is authorized and empowered to revoke any permit issued upon failure of the holder thereof to comply with any provision of this Ordinance or other Ordinances of the City, or to take other action lawful and necessary to assure correction of violations. Appeal from a revocation of a permit shall be in accordance with the provisions for appeal of a permit denial as set forth in paragraphs #5 and #6.
3. A sign permit shall become null and void if the sign for which the permit was issued has not been completed and erected within the time frame specified by the permit or six (6) months after the date of issuance.
4. A sign permit shall be issued or denied by the Director within 30 days of the filing of a complete and conforming permit application, payment of the appropriate deposits and fee(s), and compliance with all requirements under this Ordinance. If the City fails to act within the thirty-day period, the permit shall be deemed to have been granted.
5. In the event a permit application is denied, the Director shall provide the applicant a written denial, indicating the reason(s) for denial. The applicant may appeal a denial to the Board of Appeals by filing a notice of appeal with the Director within 10 days of written notice of the permit denial. The notice shall state the reasons for the appeal.

6. The Board of Appeals shall take final action on the appeal within 60 days of the notice. If the Board of Appeals fails to act within 60 days, the permit shall be deemed to have been granted. Should the Board of Appeals vote to uphold the denial, the Board of Appeals shall issue a written decision, indicating the reason(s) to the applicant. Appeal from the decision of the Board of Appeals is by writ of certiorari to the Fulton County Superior Court and must be filed within 30 days of the date of the Board's decision.

~~7. With each permanent sign permit, the director shall issue a sticker bearing the same number as the permit with which it is issued. It shall be the duty of the permittee or his agent to affix such sticker to the lower right sign face or sign edge so that it will be easily seen for inspection.~~

2.6.5 Variances.

- A. Where a literal application of terms of this Ordinance, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted pursuant to procedures set forth in ~~the City Zoning Ordinance~~ this Code, where all the following conditions exist:

1. a. Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape or topography, which are not applicable to other lands or structures in the area; or
b. The natural features of the lot on which the sign is located or to be located, or of the land immediately adjacent to the lot, impairs the visibility of the sign such that it cannot be seen;
2. The applicant would be deprived of rights that are commonly enjoyed by others similarly situated;
3. Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;
4. The exceptional circumstances are not the result of action by the applicant;
5. The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;
6. Granting of the variance would not violate more than one standard of this Ordinance; and
7. Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

Notwithstanding the foregoing, no variance shall be granted as to the size (area) of a sign or number of signs exceeding the maximum size or number of signs, as applicable, within the subject property's zoning district. Further, no variance shall be granted to permit a type of sign that is not otherwise allowed in accordance with this Ordinance.

Notwithstanding the foregoing, no variance shall be granted for any sign that is a prohibited sign under Subsection 2.6.8.

2.6.6 Non-conforming signs.

It is the policy of the City to encourage that all signs within the City be brought into compliance with the terms and requirements of this Ordinance.

- A. The City finds that non-conforming signs may adversely affect the public health, safety and welfare. Such signs adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural characteristics of said signs. Accordingly, the following registration requirements are found to be necessary in order to minimize these possible adverse effects through annual inspections and

maintenance and allow the City to remain cognizant of the locations and maintenance of said signs.

- B. The owner(s) or authorized agent(s) of each non-conforming sign located within the City shall register said non-conforming sign with the Director no later than 90 days after the effective date of this Ordinance and shall renew this registration annually thereafter. Any non-conforming sign that does not comply with the registration requirements herein shall be deemed to be an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions of this Ordinance. The Director shall promulgate a form for the registration of non-conforming signs and shall annually inspect said signs to assure that they continue in all other respects in conformity with all other provisions of this Ordinance and any other applicable ordinance or regulation of the City.
- C. The Director may inspect existing signs in the City from time to time to determine if such signs conform to the provisions of this Ordinance.
- D. Any non-conforming sign which is not used or leased for a continuous period of 1 year shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this Ordinance.
- E. No change in shape, size or design, shall be permitted except to make a non-conforming sign comply with all requirements of this Ordinance.
- F. A non-conforming sign may not be replaced by another non-conforming sign.

2.6.7 Exemptions from permit requirements signs.

~~A. Legally authorized public notices when posted by a government officer in the performance of his or her duties.~~

~~AB.~~ The following ~~types of~~ signs shall be exempt from the permit requirements of Section 2.6.4, provided all standards set forth in this Ordinance are met, including, but not limited to, the standards set forth below:

- ~~1A.~~ Standard informational signs~~Non-illuminated free-standing signs having an aggregate sign area of not more than 12 sq. ft., provided that no single sign shall exceed 4 ft. in height, have an area greater than 6 sq. ft., or be set back less than 10 ft. from the public right-of-way.~~
- ~~2B.~~ Signs~~Address numerals, not exceeding six (6) inches in height in residential districts and twelve (12) inches in height in non-residential districts,~~ for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law.
- ~~3C.~~ Flags provided that the height of a flag pole shall not exceed the allowed height provided for a structure or a building in the applicable zoning district, or sixty (60) ft., whichever is less, and in residential districts shall not exceed twenty-five (25) ft. in height or the height of the primary structure on the lot, whichever is less. In addition, the maximum dimensions of any flag shall be proportional to the flag pole height and the hoist side of the flag shall not exceed twenty percent (20%) of the vertical height of the flag pole. Each lot shall be allowed a maximum of three (3) flag poles unless a special land use permit or variance is obtained. A maximum of 2 flags per pole is allowed.
- ~~4D.~~ Non-governmental traffic control devices in or adjacent to internal parking areas and driveways in private developments, such as entrance and exit signs located so as not to interfere with, or detract from, official traffic control devices, and which conform to MUTCD (current edition) standards, including, but not limited to, standards regarding size, height, design and location.
- ~~5E.~~ Window signs installed for the purpose of viewing from outside the premises. However, such signs shall not exceed 20% of the available window space meeting the standards of this Ordinance.

- F. Legally authorized public notices when posted by a government officer in the performance of his or her duties.

2.6.8 Prohibited signs and devices.

Except as otherwise provided, the following types of signs or ~~advertising attention-getting~~ devices are prohibited in all zoning districts of the City:

- ~~1. Reef signs, Balloons, pennants, streamers, feather signs, or air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.~~
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs ~~—no sign shall be permitted which is animated by means of flashing, blinking or traveling lights or any other means not providing constant illumination.~~
5. Beacons, search lights or laser lights or images.
- ~~56.~~ Variable message boards used for purposes other than traffic management.
- ~~67.~~ Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
- ~~7. Signs which are painted on or attached to any courtesy bench, trash can, or similar object on which advertising is displayed.~~
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
- ~~9. Wind activated devices other than flags, banners and streamers.~~
- ~~109.~~ A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
- ~~11. Signs attached or painted onto balloons and other such devices, whether hot or cold air or gas filled.~~
- ~~102.~~ Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
- ~~114.~~ Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
- ~~125.~~ Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
- ~~136.~~ Signs which do not conform to City-adopted building and electrical codes.
- ~~147.~~ Signs which emit audible sound, odor or visible matter.
- ~~158.~~ Portable signs.
- ~~169.~~ Signs directly painted on a wall.
- ~~1720.~~ Signs set back less than 10 ft. from the pavement of any street (5 ft. within the Central Business District) or located in roadway medians.[Reserved].
- ~~1821.~~ Signs attached to any street signs or any signs directing or controlling traffic control devices, or to any sign attached to a pole supporting such signs same, or any sign attached to any utility pole, tree, shrub or plant, other than those signs lawfully placed by a government, public agency, or public utility.

- ~~1922.~~ Signs projected on a building.
- ~~203.~~ Signs ~~on-in a~~ public right-of-way other than publicly owned or maintained signs.
- ~~214.~~ Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
- ~~25. Any sign constructed of non-durable material including, but not limited to, paper, cardboard or flexible plastic that has been displayed for more than 60 days and shows signs of damage from weather or the elements. Nothing herein shall prohibit such a sign from being replaced by an identical sign.~~
- ~~226.~~ Signs located on any substandard lot.
27. Abandoned ~~commercial signs. Commercial signs (including sign structures) shall be deemed abandoned if the business, service or commercial transaction to which it relates has been discontinued for 30 days.~~
28. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.
29. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
30. Signs exceeding 156 sq. ft. in copy area and/or signs and sign structures in excess of 15 ft. in height (measured from the ground to the highest point of the structure).
31. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
32. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.

2.6.9 Remedies.

In case any sign covered by this Ordinance is or is proposed to be erected, constructed, altered, converted or used in violation of any provision of this Ordinance, the Director may, in addition to other remedies, and after due notice to the appropriate person(s), issue a citation for violation of this Ordinance requiring the presence of the violator in the municipal court or the Alpharetta Code Enforcement Board, or institute injunctive or other appropriate legal or administrative proceedings to prevent such unlawful erection, construction, alteration, conversion or use or to correct or abate such violation.

2.6.10 Severability.

In the event that any section, subsection, sentence or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional provisions are stricken. The Mayor and Council declare that they would have enacted the remaining parts of this Ordinance if they had known such portions thereof would be declared or adjudged unconstitutional or invalid. The Mayor and Council declare their intent that should this Ordinance be declared invalid, in whole or in part, signs are to continue to be subject to regulations applicable to "structures" contained in other city ordinances, including ~~the City Zoning Ordinance~~other sections of this Code.

2.6.11 General provisions.

Except as otherwise provided in this Ordinance, the following general regulations apply to all zoning districts in the City:

A. MAINTENANCE AND APPEARANCE OF SIGNS.

1. All signs shall be maintained in good condition and present a neat and orderly appearance. Any sign showing gross neglect, or which becomes dilapidated, or which is surrounded by an unmaintained ground area, or due to its condition which may pose a threat to the safety of the public may be required to be repaired or removed as set forth below.
2. The Director, upon finding any of the above conditions, will give the owner written notice which may be up to 10 days to correct the deficiencies or to remove the sign or signs. If the owner refuses to correct the deficiencies or remove the sign, the Director may issue a citation under the enforcement provisions of this Ordinance.

B. ILLUMINATION OF SIGNS.

1. The light from any illuminated sign shall not be of an intensity or brightness which will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
2. No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices which have a changing light intensity, brightness or color.
3. No color lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
4. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
5. Lighting for free-standing signs shall be located above the sign and aimed downward in order to minimize the brightness added to the night sky.

C. MEASUREMENT OF SIGN AREA.

1. Generally. Except as otherwise provided herein, the area of a sign shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, together with any sign face cabinet, frame, material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. The computation of the area of a sign face shall not include the structure, supports, or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any copy or serve background, but rather are purely structural or architectural in nature, except as provided above.
2. Double-Faced Signs. For double-faced signs, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed from any angle.
3. Monument Signs.
 - a. Area of Sign. For monument signs, the "sign area" or "area of the sign" shall mean the total area of the visible surface of the sign, including the base, sign structure, and sign face of the sign. The computation of the sign area of a monument sign shall include the entire surface of the base, sign structure and sign face, as measured from top to bottom and side to side. For monument signs that are double-faced, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side.

- b. Sign Face. For monument signs, the area of the sign face shall be measured in the same manner as provided for the measurement of the area of sign for all other signs.
- c. Copy Area. For monument signs, the copy area shall be measured in the manner provided in the definition of "copy area."
- d. Tenant Panels and Changeable Copy Board. If a portion of a monument sign includes a sign face with tenant panels or changeable copy board, which is separated from another copy area on the sign by portions of a sign structure that are not intended to contain any copy, but rather are purely structural or architectural in nature, the portion of the sign containing tenant panels or changeable copy board shall be measured separately from the other copy area of the sign (i.e., the copy area of the monument sign is the total of (i) the area within the smallest rectangle enclosing the limits of the sign face comprised of tenant panels or changeable copy and (ii) the other (separated) copy area.

D. STANDARDS FOR MONUMENT SIGNS.

- 1. The base of a monument sign shall be at least as wide as the sign face. Unless otherwise specified in a Master Sign Plan or a condition of zoning approval, the base and structure of a monument sign shall be constructed of brick, stone, or other architectural materials matching the principal building's materials and color. Any poles or columns utilized for structural purposes shall be fabricated or covered so that they may not be detected visually. Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed
- 2. Any tenant panels or changeable copy on a monument sign shall have a uniform background color and material.
- 3. All monument signs shall display the property address in numbers at least six (6) inches in height. The numerical address shall not be considered part of the sign face and shall not count against the allowable sign square footage provided such numbers are not more than twelve (12) inches in height.
- 4. Except for subdivision signs, monument signs may not be constructed before the principal building is on a lot.

C. WEEKEND SIGNS. Weekend signs shall be permitted as follows:

- 1. ~~Weekend signs shall be permitted between 12:01 a.m. on Thursday Friday through 11:59 p.m. on Sunday. No weekend sign shall be placed for a period longer than ninety-sixseventy-two (9672) hours.~~
- 2. ~~Weekend signs shall not be greater than 4 sq. ft.~~
- 3. ~~Weekend signs pertaining to the same property shall not be located within 1,000 ft. of each other.~~
- 4. ~~Weekend signs shall be permitted within any zoning district; however, such signs shall not be placed within the historic business district or on public right-of-way.~~

DE. FLAGS, BANNERS AND STREAMERS.

Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

- 1. Banners shall be allowed for a period not exceeding fourteen (14) days with no more than two (2) such fourteen (14) day periods being permitted per calendar year per lot. However, in the case of for lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for one (1) fourteen (14) day period per

calendar year. Banners shall be removed from the premises within fourteen (14) days from the date the device is first placed on the lot.

12. ~~Flags.~~ In addition to the foregoing, banners, streamers, pennants and similar devices shall be permitted ~~allowed~~ on private property during an approved temporary use for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days. ~~or special event within thirty (30) days of the opening of a business on such property.~~
- ~~2. No such device shall be erected or placed on any lot more than four times in any twelve-month period. Such devices shall be removed from the premises within thirty (30) days from the date the device is first placed on the lot. Upon removal, no such device shall be erected or placed on the same lot for a period of thirty (30) days from the removal.~~
3. Banners shall not exceed ~~48-24~~ sq. ft. total area in size.
4. ~~Wall-mounted b~~Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. ~~Free-standing banners must be set back at least ten feet from the right-of-way. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.~~
5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
6. No more than two (2) banners shall be permitted on a lot at the same time.

~~EE~~. PLACEMENT OF SIGNS. Except within the Central Business District, all free-standing signs must be set back at least ~~ten~~ (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.

~~FG~~. CHANGEABLE COPY ~~BOARD~~ SIGNS. Any ~~ground~~—monument sign permitted under this Ordinance may contain up to ~~sixty-five percent~~ (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

2.6.12 Requirements for non-residential zoning districts.

A. Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space).

1. Primary Free-standing Sign (Monument Sign). One (1) ~~free-standing primary monument~~ sign no greater than ~~ten~~ (10) ft. in height with no more than ~~forty-two~~ (42) sq. ft. of copy area ~~shall be permitted in a strip shopping center. If tenants are identified on the sign up to 4 tenants may be identified. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area.~~ This sign shall be set back 20 ft. from the public right-of-way.

2. Wall Signs. One wall sign per road frontage for each tenant ~~space~~ no greater than one (1) sq. ft. of sign area per one (1) ln. ft. of tenant space frontage shall be permitted; provided, however, no more than two (2) wall signs shall be allowed for a tenant space. (i.e. Corner tenants within strip shopping centers may have a wall sign on the end of the building in addition to the wall sign on the front of the building for a maximum of two (2) wall signs.).
 3. Rear Entrance Sign. One (1) rear door-entrance sign is allowed for each tenant space within the strip shopping center. Rear entrance signs shall be located on the tenant space's rear entrance door and shall not ~~to exceed square two (2) sq. ft. in size area~~shall be permitted. Rear entrance signs shall not require a permit from the Director.
 4. Window Signs. ~~Window signs not exceeding 20% of the glass area shall be allowed, and do not require a permit.~~ Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does exceed a maximum of four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. –Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of character to obscure vision into the premises from the outside. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in a manner that endangers public safety.
 5. Under-Canopy Sign. One (1) under-canopy sign is permitted for ~~each~~per tenant ~~space within a strip shopping center, which shall not exceeding~~ 28 sq. ft. in size area.
 6. Sign During Construction. One (1) temporary free-standing sign per strip shopping center project may ~~be~~shall be permitted during the construction of the strip shopping center or the principal building of any outparcel. ~~erected no more than 15 days prior to~~ Such sign shall be allowed upon the commencement~~the beginning~~ of construction for which a valid land disturbance permit has been issued, and ~~removed terminating upon the issuance of a certificate of occupancy, installation of a permanent sign, or expiration/termination of the land development permit, whichever is first to occur~~within 30 days following the opening of the establishment. The sign shall not exceed ten (10) ft. in height, thirty-two (32) sq. ft. in area, and must be set back ten (10) ft. from the public right-of-way (five (5) ft. in the Central Business District). Further, the location of the sign be confined to the site of construction, and only one (1) such sign may be permitted per project.
 7. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director. ~~However, standard information signs shall be removed upon receipt of written notification from the Director stating that.~~
 7. ~~One sign when the real estate is 'For-Sale', lease or rent. The sign shall not exceed 10 ft. in height, 32 sq. ft. in area, and must be set back 10 ft. from the public right-of-way (5 ft. in the Central Business District).~~
 8. ~~Tag signs shall not be permitted.~~
- B. Signs Permitted in Shopping Centers (more than 50,000 sq. ft. enclosed leasable space).
1. Primary Free-standing Signs (Monument Signs).
 - a. The maximum number of free-standingprimary monument signs permitted in a shopping center is as follows:

Size of Center (enclosed leasable space)	Total Number of Signs
--	-----------------------

50,000 sq. ft. to 150,000 sq. ft.	2
Over 150,000 sq. ft. to 200,000 sq. ft.	3
Over 200,000 sq. ft.	4

- b. ~~The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area. If tenants are identified on the sign, the major tenant and 3 other tenants may be identified.~~
- c. No ~~free-standing~~ such sign shall be located within twenty (20) ft. of the public right-of-way of the street which affords the principal means of access to the shopping center. The sight distance of each sign shall conform to City standards, and evidence of conformity shall be provided to the Director.
- d. ~~The width of the sign or its support shall not exceed the width of the free-standing sign structure.~~
- ed. The maximum height of any such sign shall be twelve (12) ft.~~permitted~~ and the maximum area permitted for any such free-standing signs within shopping centers is as follows:

Height	Area <u>of Sign</u>	Copy Area
10 feet or less	420 sq. ft.	78 sq. ft.
Over 10 ft. but not more than 12 ft.	360 sq. ft.	64 sq. ft.

- f. The name and street number of the shopping center may be set forth on the free-standing monument sign. The calculation of the permitted copy area shall not include the ~~name of~~ street number.
- g. The owner or developer of a shopping center which exceeds 150,000 sq. ft. may elect to forego one or more ~~free-standing of the monument~~ signs otherwise permitted under this Ordinance subsection. For each sign that is foregone, the owner of or developer may elect to increase the copy area of one remaining sign up to 100% of the square footage that is otherwise permitted under this Ordinance subsection, or, in the event there is more than one remaining sign, this percentage may be allocated among the remaining signs. In no event shall the copy area of any sign be increased by more than 100%. By way of illustration, if an owner of a shopping center exceeding 200,000 sq. ft. elects to forego one of the four permitted ~~free-standing monument~~ signs, he might elect to increase the copy area of one of the remaining signs by 100%, or he might elect to increase the copy area of one remaining sign by 50% and the two other signs by 25% each, etc.
- h. In addition to the ~~free-standing monument~~ signs permitted above, one (1) free-standing monument sign not exceeding 10 ft. in height and 32 sq. ft. in copy area is permitted for each out-parcel; provided, however, if the out-parcel is a corner lot, one (1) sign for each street frontage is permitted.

2. Canopy Signs and Wall Signs.

- a. One canopy sign or wall sign is permitted for each tenant space in the shopping center.
- b. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign.
- c. The area of a wall sign or canopy sign shall not exceed one (1) sq. ft. for each linear foot of tenant space frontage.

3. Under-Canopy Signs.

- a. ~~One (1) Under-canopy signs are-is~~ permitted for each tenant space within a shopping center.
~~Only 1 under-canopy sign shall be permitted per tenant.~~
- b. Under-canopy signs shall extend perpendicular to the wall of the tenant space, shall not exceed 2-8 sq. ft. in area, and shall be attached at a uniform height sufficient to assure the safety of pedestrians. Under-canopy signs shall match the wall or canopy signage for the subject tenant space in graphics and content unless otherwise approved by the Director.

4. Rear Entrance Sign.

- a. One rear entrance sign is permitted for each tenant space within the shopping center. The developer or owner of the shopping center shall be responsible to the City for proper rear entrance signage of tenant spaces, including proper maintenance.
- b. Rear entrance signs shall be located on the tenant space's rear door.
- c. The area of rear entrance signs shall not exceed 8 sq. ft.; however, the sign may not be less than 18 in. wide and 12 in. high.

~~5. Changeable Copy Board.~~

- ~~a. One (1) changeable copy board, as defined in this Ordinance, is permitted in a shopping center. Changeable copy board signs shall be attached to a wall or a canopy fascia of a structure unless it is used in conjunction with a movie theater. The area of a changeable copy board shall not exceed 30 sq. ft.~~
- ~~b. No changeable copy board sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within 5 in. of the top of the sign.~~

~~65.~~ Signs During Construction.

- a. One (1) temporary free-standing sign per shopping center project shall be permitted during the construction of the shopping center or the principal building of any outparcel. Such signs shall be allowed upon erected no more than 15 days prior to the commencement ~~beginning~~ of construction for which a valid land disturbance permit has been issued, shall be confined to the site of construction, and shall be removed within 30 days following the and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur opening of the shopping center.
- b. The size of the sign shall not exceed thirty-two square feet (32 sq. ft.) in area and the height of such sign shall not exceed ten feet (10 ft.). ~~and Further, the location of the sign shall be confined to the site of construction, and~~ only one (1) such sign may be permitted per project.

7. Window Signs.

- a. Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space.
- b. ~~Neon~~ One (1) illuminated window signs ~~is are~~ permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area ~~a maximum of 10% of the 20% total aggregate window signage permitted~~. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any ~~neon-illuminated~~ window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of a character to obscure vision into the premises from the outside.
- c. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in such a manner that endangers public safety.

8. Signs When Real Estate is 'For Sale', Lease or Rent.

- a. ~~When real estate within a shopping center is 'For Sale', lease or rent, one (1) additional sign is permitted for the shopping center provided the sign is not located closer than one hundred linear feet (100 ft.) (or that number of linear feet constituting one-half (½) of the frontage, whichever is less) to any shopping center free-standing sign, is not illuminated, and does not exceed forty eight square feet (48 sq. ft.) in area or ten feet (10 ft.) in height. Colors and textures of such signs shall be compatible with those of the shopping center free-standing sign or of the shopping center structure.~~
- b. ~~When there is vacant tenant space within a shopping center, one (1) additional wall or window sign not to exceed eight square feet (8 sq. ft.) may be located on each vacant tenant space.~~

9. Signs Permitted for Cinema Complexes ~~Changeable Copy Boards.~~

- a. In addition to the primary monument signs permitted for the shopping center, One (1) free-standing cinema monument sign, which may include changeable copy board, sign shall be permitted for each a lot containing a cinema complex; provided, however, if the cinema complex is located on an outparcel, any cinema monument signs erected shall be in lieu of the monument sign that is otherwise permitted for the outparcel pursuant to this subsection. ~~if the cinema complex is on a corner lot, one (1) cinema monument sign for each street frontage is permitted.~~
- b. ~~All free-standing cinema changeable copy board signs shall be self-supporting structures with a monument type base (at least three feet (3 ft.) in height) erected on and permanently attached to solid foundations. Foundations shall be designed to carry weight and wind load of the sign in soil which it is placed. The changeable copy board shall be constructed in such a fashion to prevent wind, rain or other elements from altering the position of the copy.~~
- c. The height of a monument sign for a cinema complex ~~free-standing cinema changeable copy board sign~~ shall not exceed fifteen (15) ft.
- d. ~~The width of a free-standing cinema changeable copy board sign or its support shall not exceed the width of the free-standing sign structure.~~
- e. ~~The copy area of a free-standing cinema changeable copy board sign shall not include the cinema identification sign. The copy area of a monument sign for a cinema complex shall not exceed one-hundred-and-twenty (120) sq. ft.~~
- f. One (1) wall sign, which may include cinema changeable copy board, wall sign or canopy sign shall be permitted for each a cinema complex; provided, however, if theaters are contained within separate buildings then one such sign shall be permitted for each building. Signage for each building shall be treated as a separate sign. The aggregate area of wall

signs or canopy signs for ~~each-a~~ cinema complex shall not exceed 1 sq. ft. for each linear foot of building frontage.

- g. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign. The provisions of this Ordinance subsection pertaining to signage in cinema complexes shall also apply to cinemas not located within a shopping center.

10. Entry Wall Signs. A sign of up to three (3) sq. ft. is permitted on the wall above or adjacent to the entry of a ~~business establishment~~ tenant space located in a building without a common front entry.

11. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

C. Signs Permitted in Industrial and Office Parks.

1. Free-Standing Signs.

- a. Primary Free-Standing (Monument) Signs. A maximum of two (2) primary ~~free-standing monument~~ signs are permitted in an industrial or office park. No primary ~~free-standing monument~~ sign shall exceed 15 ft. in height. A changeable copy board is not permitted on an industrial or office park ~~primary free-standing~~ sign. No primary ~~free-standing monument~~ sign shall be located within 20 ft. of the public right-of-way of the street which affords the principal means of access to the industrial or office park. The permitted area for primary free-standing signs is as follows:

Frontage	Area	Copy Area
Up to 500 feet	75 square feet	60 sq. ft.
501—1,000 feet	100 square feet	75 sq. ft.
1,001—1,500 feet	150 square feet	100 sq. ft.
Over 1,500 feet	200 square feet	150 sq. ft.

- b. Secondary Free-Standing (Monument) Signs. One secondary ~~free-standing monument~~ sign shall be permitted for each building in the industrial or office park, not to exceed 32 sq. ft. in area. ~~All secondary free-standing signs shall be self-supporting structures erected on or permanently attached to solid foundations.~~ The height of a secondary ~~free-standing monument~~ sign shall not exceed 10 ft.
2. Wall Signs. Buildings of ~~three-two~~ (2) stories or greater may have a wall sign located at the top of the building. ~~and that is not greater than 48 sq. ft. in area. If a tenant is identified on the sign, no more than one tenant shall be identified. The maximum area of such sign shall not exceed 20 sq. ft. per floor or story above road grade, not to exceed 156 sq. ft.~~
3. Door or Wall Sign. One (1) sign of up to three square feet (3 sq. ft.) is permitted for each tenant space within a building. Such signs shall be located on the door of the suite, or on a wall

immediately adjacent to the door of the suite for business establishments located in a building without a common front entry.

4. Directory Signs. Directory signs are permitted in industrial or office parks. Each exterior directory sign shall be a monument sign~~free-standing signs and may identify the suite numbers of the businesses located in the building or buildings included within the directory. If the copy identifies the suite numbers and businesses within the park, the copy on a directory sign may be changeable.~~ Height of a directory sign shall not exceed ten feet (10 ft.).

5. ~~Signs When Real Estate is 'For-Sale', Lease or Rent. When real estate within an industrial or office park is 'For-Sale', lease or rent, one (1) additional sign is permitted for each industrial or office park provided such sign is not located closer than one hundred linear feet (100 lin. ft.) (or that number of linear feet constituting one-half (½) of the frontage, whichever is less) to any office park identification sign and is not illuminated. The sign shall not exceed forty-eight square feet (48 sq. ft.) in area or ten (10 ft.) in height.~~

~~When a subdivided tract of real estate within an industrial or office park is 'For-Sale', lease or rent, one (1) additional sign is also permitted for each subdivided tract within an industrial or office park provided that such sign is confined to the subdivided tract. Such signs shall not be illuminated and shall be subject to the same size and distance limitations as set forth above.~~

6. Rear, Secondary or Delivery Entrance Signs. Rear, secondary or delivery entrance signs are permitted at appropriate locations within an industrial or office park. All such signs shall be free-standing and shall not exceed eight square feet (8 sq. ft.) in size and ten feet (10 ft.) in height.
7. Signs During Construction. One (1) additional sign~~temporary free-standing sign~~ for each subdivided tract within an industrial or office park is permitted during construction. Such signs shall be ~~erected no more than fifteen (15) days prior to the beginning~~allowed upon the commencement of construction for which a valid land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur. ~~shall be confined to the site of construction, and shall be removed within thirty (30) days following the opening of the industrial or office park.~~

The size of such signs shall not exceed ~~forty-eight~~thirty two square feet (~~32~~48 sq. ft.) and the maximum height of such sign shall be ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction.

8. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

D. Signs Permitted for Convenience Centers with Gasoline Pumps.

1. One ground-monument sign per road frontage not to exceed ten feet (10 ft.) in height and thirty-two square feet (32 sq. ft.) in area. The monument sign may include changeable copy board, not to exceed four (4) square feet in area, which shall be calculated as part of the copy area.
2. Wall signage for convenience store and accessory buildings shall not exceed an aggregate area of eighty square feet (80 sq. ft.).
3. One canopy sign per road frontage not to exceed twenty square feet (20 sq. ft.) per sign.
4. Signs on pumps shall not exceed three square feet (3 sq. ft.) per pump.
5. Window signs shall not exceed twenty percent (20%) of window area. Window signs, as defined in this Ordinance, are permitted. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject building or tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area.

6. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

~~6. No changeable copy board shall be allowed except the ground sign.~~

E. Signs Permitted for Free-Standing Commercial Establishments not Located within a Shopping Center, Office Park or Industrial Park.

1. One (1) ~~ground-monument~~ sign per road frontage no greater than ten feet (10 ft.) in height with no more than thirty-two square feet (32 sq. ft.) of area. Each sign shall be set back not less than ten feet (10 ft.) from the public right-of-way, except in the Central Business District where the setback shall be not less than five feet (5 ft.) from the public right-of-way.
2. One (1) wall sign per ~~tenant-for each~~ road frontage for each tenant space no greater than one square foot (1 sq. ft.) of area per one linear foot (1 ln. ft.) of tenant frontage; provided, however, no more than 2 wall signs shall be allowed for a tenant space.
3. One (1) rear door sign not to exceed three square feet (3 sq. ft.) in area.
4. Window signs not exceeding twenty percent (20%) of the glass area.
5. One (1) sign no greater than three square feet (3 sq. ft.) located on the front door or on a wall immediately adjacent to the front door.
6. Buildings of three (3) stories or greater may have a wall sign located at the top of the building and is not greater than forty-eight square feet (48 sq. ft.) in area. ~~if a tenant is identified on the sign, no more than one tenant shall be identified.~~
7. One (1) temporary free-standing sign shall be permitted during the construction of the principal building for the lot. Such sign shall be allowed upon the commencement of erected no more than fifteen (15) days prior to the beginning of construction for which a valid land disturbance or building permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development or building permit, whichever is first to occur. removed within thirty (30) days following the opening of the establishment. The sign shall not exceed ten feet (10 ft.) in height, thirty-two square feet (32 sq. ft.) in area, and must be set back ten feet (10 ft.) from the public right-of-way (five feet (5 ft.) in the Central Business District).
8. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

~~One (1) sign when the real estate is 'For Sale', lease or rent. The sign shall not exceed ten feet (10 ft.) in height, thirty-two square feet (32 sq. ft.) in area, and must be set back ten feet (10 ft.) from the public right-of-way or five feet (5 ft.) in the Central Business District.~~

~~F. Other Signage Permitted in Non-Residential Zoning Districts. In addition to the signs authorized above, each non-residential lot or parcel may contain additional signage having an aggregate sign area of not greater than ten square feet (10 sq. ft.). No single sign shall exceed three feet (3 ft.) in height. Each sign shall be set back at least ten feet (10 ft.).~~

GF. Signs permitted within the Historic Business District and MU zoned properties. In addition to the signs authorized under a designated category, each business in the Historic Business District and within MU zoned properties may utilize the following additional signage:

1. Each located on the ground floor of a building shall be permitted one (1) perpendicular sign which shall not exceed eight (8) square feet in size and shall be placed at least eight (8) feet, but no more than twelve (12) feet above sidewalk. In order to foster originality, the shape of the sign may not incorporate more than one set of parallel edges and words may only comprise up

to 50% of the sign face area. The remaining sign face area must incorporate some form of graphic design. In addition, signs must be mounted on decorative black brackets.

2. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign up to twenty-four (24) square feet in size. This additional wall sign shall be located on the back of the building facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.

HG. Building Ground Signs (monument signs) within the Central Business District shall not be internally illuminated. Where illumination is needed, lighting fixtures may be placed at the top of the sign and aimed downward or may be placed on the ground and aimed in such a way as to illuminate the sign without creating spillover into the night sky. This regulation shall apply only to new signs. The changing of a sign face or panel shall not constitute a new sign.

2.6.13 Requirements for residential zoning districts.

- A. Standard Informational Signs. Each lot located in a dwelling, 'For-Sale', residential district may display standard informational signs, as defined in this Ordinance. is permitted an aggregate sign area of no greater than twelve square feet (12 sq. ft.), subject to exemptions contained elsewhere in this Ordinance. In apartment, condominium or townhouse developments, the permitted aggregate sign area is no greater than six square feet (6 sq. ft.) per unit. No single sign shall exceed four feet (4 ft.) in height. No sign shall be illuminated. All signs must be set back at least ten feet (10 ft.) from the right-of-way.
- B. Subdivision Signs. A maximum of two (2) subdivision ~~or entrance~~ signs per ~~entrance into any~~ platted residential subdivision ~~entrance or residential real estate development is are~~ permitted, which may be erected while the subdivision is under construction and being actively marketed 'For-Sale'. These signs shall be single-faced, not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and must be set back at least ten feet (10 ft.) from the right-of-way. Subdivision signs shall not be included in the calculation of aggregate sign area for any lot. A subdivision sign ~~may be indirectly~~ shall not be internally illuminated.
- C. A maximum of two signs per subdivision entrance shall be permitted while the subdivision is under construction and being actively marketed 'For-Sale'. These signs shall not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and must be set back at least ten feet (10 ft.) from the right-of-way.
- C. 'For-Rent' Dwelling Developments. One (1) monument sign shall be permitted for a planned 'for-rent' dwelling development. Such sign shall not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and be set back at least ten feet (10 ft.) from the right-of-way. The sign shall not be internally illuminated.
- D. CUP Districts. Within CUP zoning districts, dwelling, 'For-Rent', dwelling developments shall also be permitted one permanent, free-standing, directional sign. Such sign shall be a monument sign and shall match the appearance of the primary sign on the site, be setback at least ten feet (10 ft.) from the public right-of-way, and shall be no greater than thirty-two square feet (32 sq. ft.) in area. If the sign lists subdevelopment names, no more than four subdevelopment names shall be listed.

AN ORDINANCE TO AMEND ARTICLES II AND IV OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO MODIFY PROVISIONS IN SUBSECTION 2.3.6 RELATED TO REQUIRED MATERIALS FOR FENCES AND WALLS; TO DELETE SECTION 2.6 (“SIGNS”) IN ITS ENTIRETY AND REPLACE WITH A NEW SECTION 2.6 IN ORDER TO PROVIDE FOR THE MODIFICATION, DELETION AND ADDITION OF PROVISIONS RELATED TO SIGNS; TO MODIFY PROVISIONS IN SUBSECTIONS 4.2.1 AND 4.2.2 RELATED TO APPLICATIONS AND PUBLIC HEARINGS FOR REZONINGS, TEXT AMENDMENTS AND CONDITIONAL USES; TO MODIFY PROVISIONS IN SUBSECTION 4.4.5 RELATED TO BUILDING PLAN REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the “City”) adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the “Unified Development Code”); 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 Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make the Unified Development Code 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 Articles II and IV of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendment to the Unified Development Code promotes 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: **Paragraph C** of **Subsection 2.3.6** of Article II of the Unified Development Code is hereby amended by deleting same and inserting in lieu thereof a new Paragraph C to read as follows:

“C. Materials. Fences and walls used as fences shall be made of wood which shall be protected from decay by the use of naturally durable wood or wood that is pressure treated, metal, brick, block, vinyl or stone. Barbed, razor wire or electrically charged fencing shall be permitted in AG and RE districts and may be permitted, subject to administrative review and approval, in other districts.”

Section 2: **Section 2.6** of Article II of the Unified Development Code is hereby amended by deleting same in its entirety and inserting in lieu thereof a new Section 2.6 to read as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 3: **Paragraph A of Subsection 4.2.1** of Article IV of the Unified Development Code is hereby amended by deleting same and inserting in lieu thereof a new Paragraph A to read as follows:

- “A. An application for a zoning change may be initiated by the City Council, the Planning Commission, the Director, or by any person who owns property within the City. Unless initiated by the City Council, the Planning Commission or the Director, all such applications shall be initiated by the owner of a majority interest in the property affected.”

Section 4: **Paragraph 1 of Subsection 4.2.2(B)** of Article IV of the Unified Development Code is hereby amended by deleting same and inserting in lieu thereof a new Paragraph 1 to read as follows:

- “1. The Director shall submit each application to the Planning Commission, together with a report of the Director's findings and a recommendation. The Planning Commission shall review and take action upon each application after holding a public hearing. In making a recommendation on each application, the Planning Commission shall follow the standards set forth under this Section. The recommendation of the Planning Commission and that of the Director, together with the minutes of the Planning Commission hearing at which the application is reviewed, shall be submitted to the City Council. If the Planning Commission does not act upon an application, the Director may take it to the City Council without a recommendation from the Planning Commission. No member of the Planning Commission shall rule on a matter in which he or she has a financial interest.”

Section 5: **Paragraphs 4 and 5 of Subsection 4.4.5(C)** of Article IV of the Unified Development Code are hereby amended by deleting same in their entirety and inserting in lieu thereof new Paragraphs 4 and 5 to read as follows:

- “4. Residential Building Plan Requirements: Refer to the Residential Permitting Procedures.
5. Commercial Building Plan Requirements: Refer to the Commercial Permitting Procedures.”

Section 6: 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 7: This Ordinance shall be effective immediately upon its adoption by the City Council and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2015.

Approved:

David Belle Isle, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris, Finance Director
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: DISCUSSION OF FINANCIAL AUDIT REPORTS

II. RECOMMENDATION:

Discuss and accept financial audit reports as presented by Mauldin & Jenkins, CPAs, LLC.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Finance Department has issued the City of Alpharetta's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2015. Our Auditors, Mauldin & Jenkins, CPAs, LLC have issued a "clean opinion" on the financial statements with no findings as part of their audit. Although they do not express an opinion on the effectiveness of our internal control, no significant deficiencies in the design or operation of our internal control structure were identified in planning and performing their audit of our financial statements. Also, the results of their tests disclosed no instances of noncompliance with certain provisions of law, regulations, contracts, etc that may have been tested as part of their efforts to obtain reasonable assurance that our financial statements are free of material misstatement.

A partner of Mauldin and Jenkins, LLC, will present the reports at the council meeting. The Finance Department has submitted the CAFR to the Government Finance Officers Association (GFOA) with the intent that such report will again be recognized with the prestigious Certificate of Achievement for Excellence in Financial Reporting. The CAFR was also timely submitted to all applicable state and regulatory bodies.

Some of the financial highlights of the General Fund are as follows:

- The fund balance of the City's General Fund increased by \$2,712,572 during Fiscal Year 2015. Due to conservative budgeting practices, this increase is substantially more than was strategically forecasted as part of our budget. As Council approved the use of fund balance for capital outlay, fund balance was forecasted to decrease by \$4,093,760. The increase is a result of: operating revenues exceeding expenditures by \$8,158,819; net transfers-out of \$5,609,044 (\$7,467,112 for capital outlay less transfers-in from Hotel/Motel Tax Fund for \$1,858,068); and other sources such as proceeds from the sale of capital assets for \$162,797.
- Revenues of \$58,974,363 exceeded amount budgeted by \$4,660,939. Specific revenue variances include the following: property taxes (\$905,849 greater than budget); sales and use taxes (\$857,780 greater than budget); licenses and permits (\$927,333 greater than budget); charges for services

(\$601,868 greater than budget); fines and forfeitures (\$465,465 greater than budget); business taxes (\$207,786 greater than budget); and other taxes (\$445,730 greater than budget). Other financing sources also came in favorably (\$257,345), primarily from Hotel/Motel taxes (Transfers In).

- Expenditures came in well under budget, at \$50,815,544 with \$1,888,048 of the budgetary appropriation unspent. Management continues to work with department heads to ensure only necessary purchases are made, and to ensure all departments do not exceed budget appropriations, which creates a budget conscious atmosphere throughout the City.
- From a year to year operational perspective, total revenues increased by \$4,586,850. Major revenue variances include the following: increase in property taxes resulting from a combination of general growth in property valuations, new construction, and a change in the millage rate structure that shifted approximately \$300,000 in property tax revenue from the debt service fund to the general fund; increase in sales and use taxes due to the redistribution of sales tax proceeds based on the 2010 Census findings that raised the city's distribution rate from 5.22% to 5.84% as well as general economic growth; increase in licenses and permits due to continued growth in construction and building permit activity; increase in charges for services due primarily to growth in planning and development related fees resulting from increased real estate development activity; increase in fines and forfeitures due to growth in municipal court fines (resulting from growth in public safety citations); and increases in business and other taxes due to general economic growth. Net transfers out increased by \$894,934.
- Total expenditures increased by \$2,237,865 from the prior year primarily due to the following growth drivers: (1) general salary growth; (2) increases in healthcare costs; (3) increases in electricity utilities due to GA Power rate increases; and (4) partial-year funding for maintenance and operational costs of City Center (new city hall, downtown park, and parking garage).

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

Auditor's Annual Audit Agenda, CAFR (available on Web; printed upon request)

The City of Alpharetta, Georgia



Auditors' Discussion & Analysis *June 30, 2015*

Presented by:

**MAULDIN
& JENKINS**

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

PURPOSE OF AUDITORS' DISCUSSION & ANALYSIS

- ◆ Engagement Team.
- ◆ Overview of:
 - Independent Auditor's Report
 - Financial Statements and Footnotes and Supplementary Information
 - Compliance Report
- ◆ Required Communications under Government Auditing Standards.
- ◆ Accounting Recommendations and Related Matters.
- ◆ Answer Questions.



CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

General Information:

- Founded in 1920.
- Large regional firm serving the Southeastern United States.
- Offices located in Macon, Atlanta, Albany, Chattanooga, Bradenton, and Birmingham.
- Approximately 260 personnel are employed at Mauldin & Jenkins.

Governmental Sector:

- Largest specific industry niche served by Firm representing 25% of Firm practice.
- Serve more governmental entities in the Southeast than any other certified public accounting firm requiring over 70,000 hours of service on an annual basis.
- Approximately 90 professional staff persons with current governmental experience.
- In the past three (3) years, have served approx. 300 governments in the Southeast, including:
 - ✓ 75 cities;
 - ✓ 40 counties;
 - ✓ 40 school systems (8 of the 10 largest in Georgia and 9 of the 30 largest in Georgia and Florida combined) and 20 charter schools;
 - ✓ 30 state entities;
 - ✓ 115 special purpose entities (stand-alone entities: water/sewer, transit, gas, electric, airports, housing, development, other educational, retirement, libraries, etc.); and
 - ✓ 78 governments receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- Auditor of a substantial part of the state of Georgia including approximately 30% of the State's General Fund, and a substantial number of the state of Georgia's component units.
- Experience performing forensic audit services and information technology consultations.
- Experience performing municipal bond debt issuance attestation services serving clients with over \$8.7 billion in aggregate publicly issued debt instruments.
- 10th highest level of Single Audits conducted in U.S.A. approximating \$8.0 billion annually.

Engagement Team Leaders for City of Alpharetta, Georgia Include:

- James Bence, Engagement Partner – 13 years' experience, 100% governmental
- Doug Moses, Quality Control Partner – 16 years' experience, 100% governmental
- Eddie Dung, Engagement Supervisor – 2 years' experience, 100% governmental

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

MAULDIN & JENKINS – ADDITIONAL INFORMATION

Other Industries & Services by Mauldin & Jenkins:

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

Industries Served: Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

Services Provided: This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit / Review / Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger / Acquisition & Expansion Financing

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

INDEPENDENT AUDITOR'S REPORT

The standard independent auditor's report for governmental units has specific sections of significance to readers of the financial report.

Management's Responsibility for the Financial Statements

The financial statements are the responsibility of the City of Alpharetta, Georgia's (the "City") management and Council Members.

Auditor's Responsibility

Our responsibility, as external auditors, is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issue by the Comptroller General of the United States. We planned and performed our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Opinion

We have issued an unmodified audit report (i.e. "clean opinion"). The financial statements of the City are considered to present fairly the financial position and results of operations as of, and for the year ended June 30, 2015.

Emphasis of Matter

The financial statements reflect the implementation of certain new pronouncements, and our opinion(s) is/are not modified with respect to them.

Other Matters

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

Other Reporting

Government Auditing Standards require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

General Information About the CAFR

A Comprehensive Annual Financial Report (CAFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. A CAFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the City's structure and the services it provides.
 - Letter of Transmittal
 - Organizational Chart
 - Directory of Officials
 - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
 - Independent Auditor's Report
 - Management Discussion & Analysis (MD&A)
 - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, demographic information useful in assessing the City's economic condition, and this information covers multiple years.
 - Financial Trends Information
 - Revenue Capacity Information
 - Debt Capacity Information
 - Operating Information

In the end, a CAFR goes far beyond the basic requirements of annual financial reporting, and the City should be commended for going beyond the minimum and providing such a report each year.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Recognition and Award

Once completed, the fiscal year 2014 CAFR was submitted to the Government Finance Officers Association (GFOA) for determination if the report would merit the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We are happy to inform everyone that the GFOA did indeed review the CAFR and awarded the City with the sought after Certificate.

The GFOA Certificate has been made a part of the City's 2015 fiscal year CAFR, and is included in the Introductory Section.

It should be noted that the City is one of the few local governments in the State of Georgia to obtain the GFOA Certificate of Achievement for Excellence in Financial Reporting. Most local governments do not attempt to report at such a high level.



CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

OVERVIEW OF FINANCIAL STATEMENTS

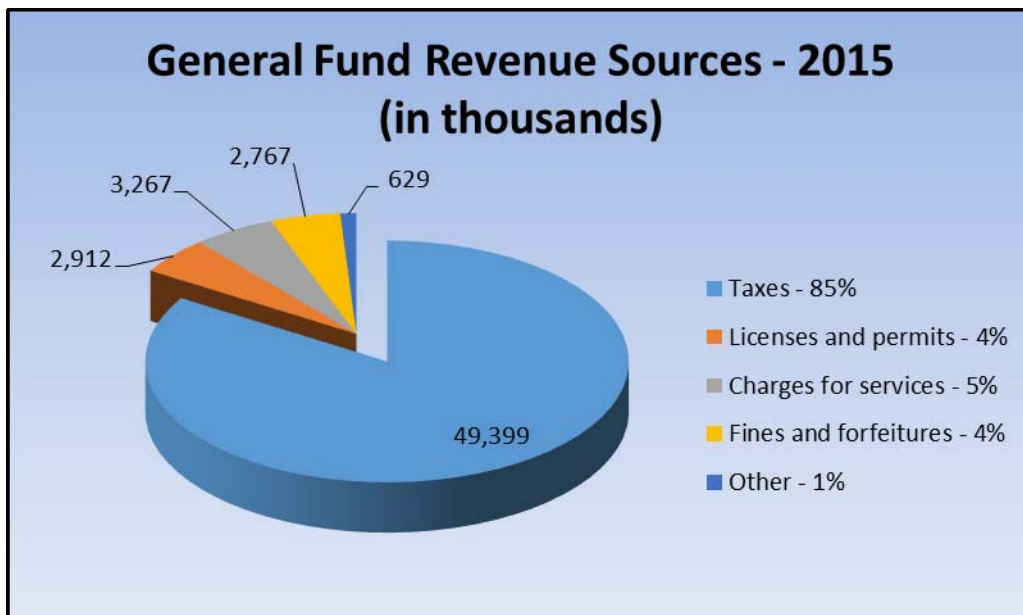
The City's basic financial statements include three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the City's funds as well as its discretely presented component unit – City of Alpharetta Development Authority. The *Statement of Net Position* presents information on all assets and liabilities of the City, with the difference between the two reported as net position. The *Statement of Activities* presents information showing how the City's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the City can be divided into three categories: governmental funds, business-type funds, and fiduciary funds.

General Fund (in thousands)

Of primary interest to the City is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the City, including general government activities, public safety, public works, community development, culture and recreation, and debt service. The following charts present the sources of revenues and the expenditures of the General Fund for the fiscal year ended June 30, 2015:

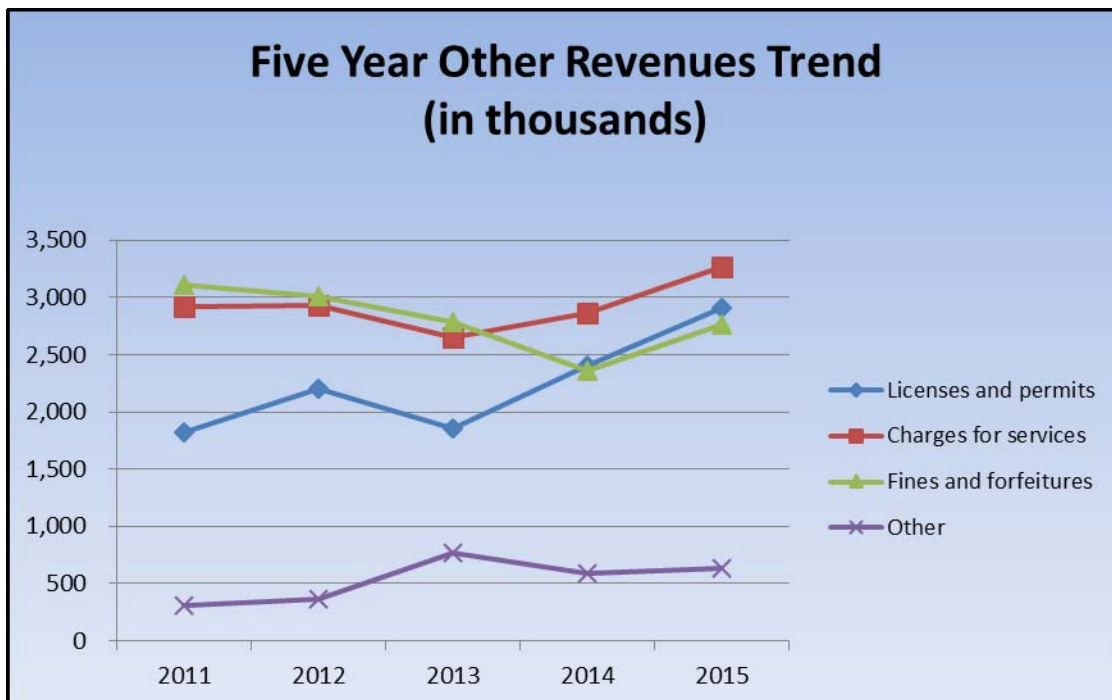
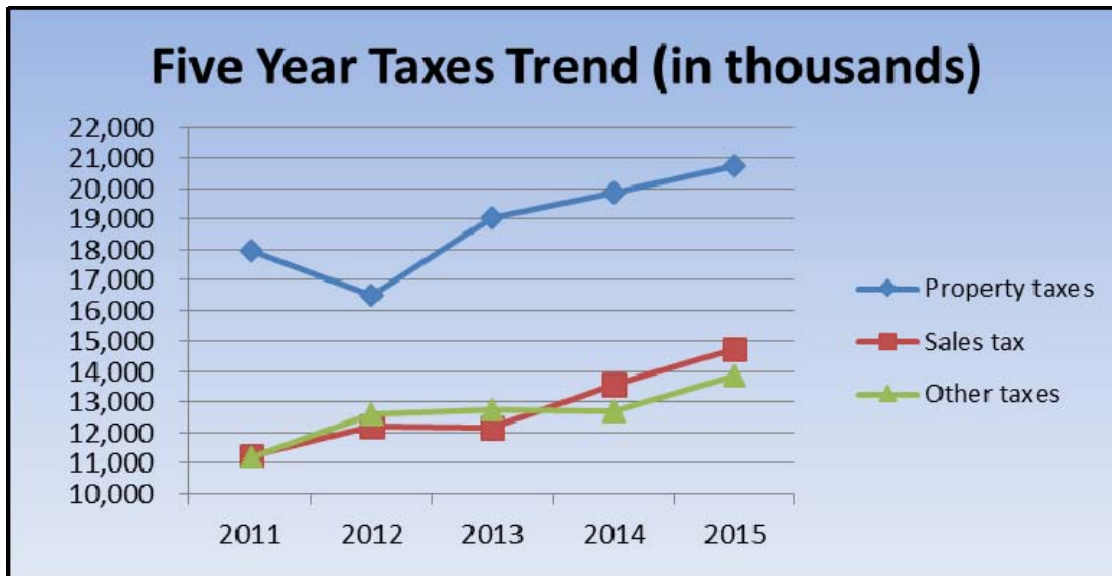


CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

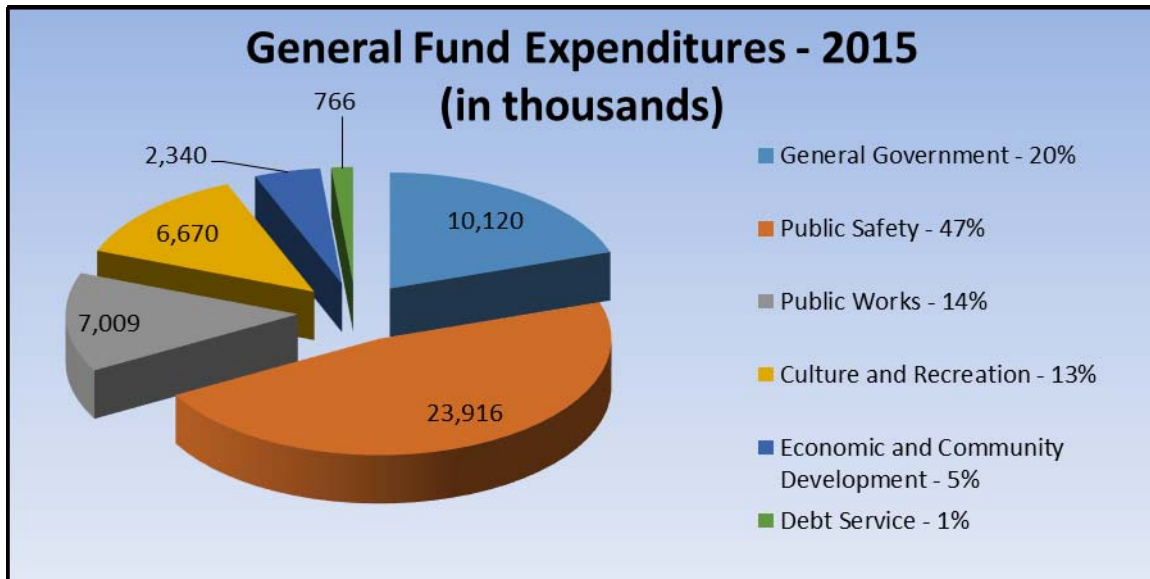
Total General Fund revenues for the fiscal year ended June 30, 2015 were \$58,974,361. Revenues of the prior year were \$54,387,515. The most significant variance was an increase in tax revenues of approximately \$3,223,000. Below is a trending of the City's General Fund revenues over the past five (5) years.



CITY OF ALPHARETTA, GEORGIA

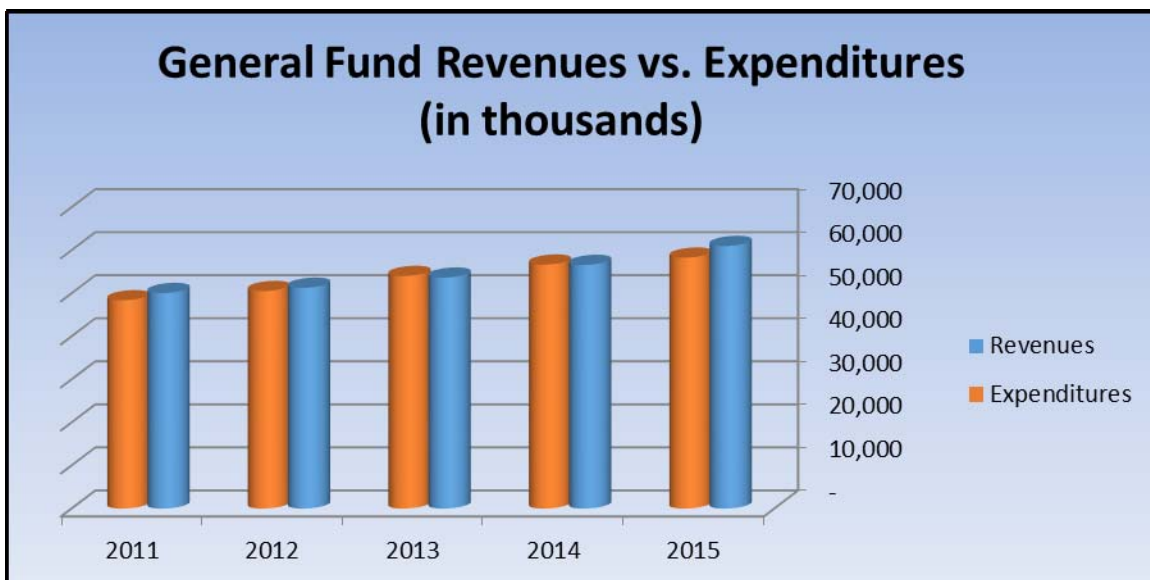
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Total expenditures during the year ended June 30, 2015 were \$50,821,337. Expenditures of the prior year were \$48,577,680. This was an increase of \$2,243,657 or 4.62%.

More detailed explanations of variances can be found in the Management's Discussion and Analysis section of the financial statements. An analysis of General Fund revenues and expenditures for each of the last five fiscal years is as follows. It should be noted that other financing sources, such as transfers in and proceeds of debt, are included with the revenues. Other financing uses, such as transfers out, are included with the expenditures.

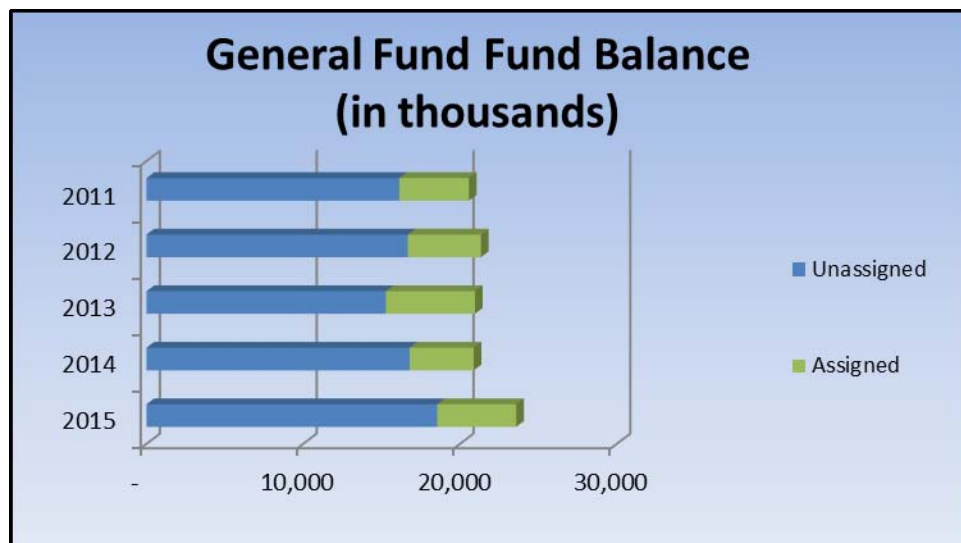


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Fund balance of the General Fund at June 30, 2015 was \$23,586,068, an increase from the prior year balance which was \$20,873,496. It is important to note that fund balance does not necessarily equate to funds on hand available to spend. Fund balance is the difference between assets and, deferred inflows of resources, liabilities and deferred outflows of resources, only some of which is cash and investments. Additionally, certain amounts of fund balance are assigned (21.4%). This leaves the remaining 78.6% of the City's fund balance at June 30, 2015 as unassigned.



Other Governmental Funds

The City also maintains five (5) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Debt service funds* are used to account for the accumulation of resources for payment of the City's long-term debt. The City maintains one (1) debt service fund. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Three (3) capital projects funds are maintained by the City.

Business-Type Funds

The City maintains one (1) *enterprise fund*, which is used to account for operations in a manner similar to private business enterprises. The enterprise fund maintained is the Solid Waste Fund.

The City also maintains one (1) *internal service fund* which is used to account for programs and services for the benefit of the employees of the City. The internal service fund maintained is the Risk Management Fund.

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Trust Funds

The City maintains two (2) *trust funds*, which are used to account for employee retirement activities of the City. The trust funds maintained are the Pension Trust Fund and the Other Post Employment Benefits (OPEB) Fund.

REVIEW OF FINANCIAL STATEMENTS & FOOTNOTES

Statement of Net Position

Assets:

The City's assets recognized a decrease during the year ended June 30, 2015. Assets and deferred outflows of resources decreased \$3,445,248 or 1.12% from \$308,977,299 to \$305,532,051. This decrease can be attributed to the decrease in restricted cash equivalents.

Liabilities:

The City's liabilities and deferred inflows of resources increased during the year ended June 30, 2015. Total liabilities and deferred inflows of resources increased from \$68,244,286 to \$76,743,809. The increase is primarily attributed to the recognition of net pension liability (GASB No. 68).

Net Position:

The City's equity position decreased from a restated \$228,798,243 to \$227,820,476. This decrease is reconciled on the City's "Statement of Revenues, Expenses and Changes in Net Position". It should be noted that a very large portion of the City's net position is the net investment in capital assets. While the City is reflecting \$227,820,476 in net position (or equity), only \$18,447,598 is unrestricted and considered available for operations. In the end, the statement of net position reflects the fact that the City has invested heavily in itself over the history of the organization.

Statement of Activities

Total revenues of the City increased from \$71,991,159 to \$79,375,643. This represents an increase of 10.3%. Total expenses of the City increased from \$70,995,267 to \$80,339,136. This represents an increase of 13.2%.

CITY OF ALPHARETTA, GEORGIA

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Footnotes

Note I – Significant Accounting Policies

This footnote discusses the overall organization of the City and the nature of its operations. This note also discloses pertinent information regarding the governing body of the City.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

Note II – Reconciliation of Government-wide Financial Statements and Fund Financial Statements

This footnote provides additional detailed information, that is not already shown within the financial statements themselves, on the differences between the City's fund level financial statements and its government-wide financial statements.

Note III – Stewardship, Compliance, and Accountability

This footnote discloses the City's procedures in establishing its annual budget and discloses the City's excesses of actual expenditures over appropriations for the year.

Note IV A – Deposits and Investments

This disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, and interest rate risk.

Note IV B – Receivables

This footnote discloses the City's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

Note IV C – Capital Assets

This footnote discloses the City's capital asset activity and its related accumulated depreciation for the year.

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Footnotes (continued)

Note IV D – Interfund Receivables, Payables, and Transfers

This footnote discloses detailed information on the City's interfund balances and transfers and the purpose for these balances and transactions.

Note IV E – Long-Term Debt

This footnote discloses the City's long-term debt activity for the year, and other information and maturities for this long-term debt.

Note V A – Risk Management

This footnote discloses the City's various risks of loss and the measures the City has taken to mitigate those potential losses.

Note V B – Contingent Liabilities

This footnote discloses any contingent liabilities of the City.

Note V C – Related Organizations

This footnote discloses any related organizations of the City and discloses the significance of the relation.

Notes V D – Joint Venture

These footnotes disclose the City's relationship with the Atlanta Regional Commission.

Note V E – Retirement Plans

These footnotes disclose the details of the City's Defined Benefit Pension Plans and Deferred Compensation Plan.

Note V F – Other Post Employment Benefits

These footnotes disclose the details of the City's Other Post Employment Benefits Plan.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

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Footnotes (continued)

Note V G – Hotel/Motel Lodging Tax

This footnote discloses the City's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

Note V H – Change in Accounting Principle

This footnote discloses change in beginning net position to properly account for the implementation of *GASB Statement No. 68*.

CITY OF ALPHARETTA, GEORGIA

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COMPLIANCE REPORT

The financial report package contains a compliance report on our tests of the City's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the City's internal controls and compliance with applicable rules and regulations.

REQUIRED COMMUNICATIONS

The Auditor's Responsibility Under Government Auditing Standards and Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of City of Alpharetta, Georgia (the "City") for the year ended June 30, 2015 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the City's internal control or compliance with laws and regulations.

Accounting Policies

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

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In considering the qualitative aspects of the City's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The City's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the City's significant accounting policies. Estimates significant to the financial statements include such items the estimated lives of depreciable assets, and the estimated allowance for uncollectible receivables.

Financial Statement Disclosures

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

Significant Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Audit Adjustments

During our audit of the City's basic financial statements as of and for the year ended June 30, 2015, we recorded certain audit adjustments. These audit adjustments have been delivered to and discussed with management. Additionally, we have provided these adjustments as an attachment to this document for your review and discussion.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

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Uncorrected Misstatements

We had no passed adjustments.

Disagreements with Management

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

Representation from Management

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

Management's Consultations with Other Accountants

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

Significant Issues Discussed With Management

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

Other Information in Documents Containing Audited Financial Statements

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the City.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

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Independence

We are independent of the City, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.



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Auditors' Discussion & Analysis

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ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS

Recommendations for Improvement and Other Matters

During our audit of the financial statements as of and for the year ended June 30, 2015, we noted some areas within the accounting and internal control systems that we believe can be improved. We noted certain items management should consider as part of its decision making process. Further, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

Management Recommendations

We have discussed various matters with management pertaining to operations and controls including, but not limited to:

During our review of the City's OPEB actuarial valuation as of July 1, 2014 we noted the actuary is not adjusted the reports to capture the actual contributions to the plan and therefore the rolling OPEB liability (asset) calculations do not agree with the audited financial statements. We recommend the City work with the actuary to ensure the reports are adjusted to capture the actual contributions made to the Trust so the actuarially determined asset will agree with the City's records.

Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended June 30, 2015, we noted other matters which we wish to communicate to you in an effort to keep the City abreast of accounting matters that could present challenges in financial reporting in future periods.

1) New Governmental Accounting Standards Board (GASB) Pronouncements



As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 68, *Accounting and Reporting for Pensions* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date (an Amendment of GASB No. 68)*** are effective for the City's fiscal year ended June 30, 2015, and it has been adopted as part of the financial reports prepared and issued by the City as of and for the ended June 30, 2015. This pronouncement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental*

CITY OF ALPHARETTA, GEORGIA

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Employers and Statement No. 50, *Pension Disclosures*, as they relate to governments that provide pensions through pension plans administered as trusts or similar arrangements that meet certain criteria, including agent and cost-sharing multiple-employer plans.

Statement No. 68 requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits.

Relative to the City, the net pension liability of the City's pension plan has been recorded in the net amount of approximately \$9,019,00, which has effectively reduced net position (or equity) by the same respective amounts.

The statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI).

Defined Benefit Pension Plans. Statement No. 68 requires governments that participate in defined benefit pension plans to report in their statement of net position a net pension liability. The net pension liability is the difference between the total pension liability (the present value of projected benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) set aside in a trust and restricted to paying benefits to current employees, retirees, and their beneficiaries.

Statement No. 68 calls for immediate recognition of more pension expense than is currently required. This includes immediate recognition of annual service cost and interest on the pension liability and immediate recognition of the effect on the net pension liability of changes in benefit terms. Other components of pension expense will be recognized over a closed period that is determined by the average remaining service period of the plan members (both current and former employees, including retirees). These other components include the effects on the net pension liability of: (1) changes in economic and demographic assumptions used to project benefits, and (2) differences between those assumptions and actual experience. Lastly, the effects on the net pension liability of differences between expected and actual investment returns will be recognized in pension expense over a closed five-year period.

Statement No. 68 requires cost-sharing employers to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. The statement also will improve the comparability and consistency of how governments calculate the pension liabilities and expense. These changes include:

CITY OF ALPHARETTA, GEORGIA

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- **Projections of Benefit Payments.** Projections of benefit payments to employees will be based on the then-existing benefit terms and incorporate projected salary changes and projected service credits (if they are factors in the pension formula), as well as projected automatic post-employment benefit changes (those written into the benefit terms), including automatic cost-of-living-adjustments (COLAs). For the first time, projections also will include ad hoc post-employment benefit changes (those not written into the benefit terms), including ad hoc COLAs, if they are considered to be substantively automatic.
- **Discount Rate.** The rate used to discount projected benefit payments to their present value will be based on a single rate that reflects: (a) the long-term expected rate of return on plan investments as long as the plan net position is projected under specific conditions to be sufficient to pay pensions of current employees and retirees and the pension plan assets are expected to be invested using a strategy to achieve that return, and (b) a yield or index rate on tax-exempt 20-year, AA-or-higher rated municipal bonds to the extent that the conditions for use of the long-term expected rate of return are not met.
- **Attribution Method.** Governments will use a single actuarial cost allocation method – “entry age,” with each period’s service cost determined as a level percentage of pay.

Note Disclosures and Required Supplementary Information. Statement No. 68 also requires employers to present more extensive note disclosures and RSI, including disclosing descriptive information about the types of benefits provided, how contributions to the pension plan are determined, and assumptions and methods used to calculate the pension liability. Single and agent employers will disclose additional information, such as the composition of the employees covered by the benefit terms and the sources of changes in the components of the net pension liability for the current year. A single or agent employer will also present RSI schedules covering the past 10 years regarding:

- Sources of changes in the components of the net pension liability;
- Ratios that assist in assessing the magnitude of the net pension liability; and
- Comparisons of actual employer contributions to the pension plan with actuarially determined contribution requirements, if an employer has actuarially determined contributions.

Cost-sharing employers are required to present the RSI schedule of net pension liability, information about contractually required contributions, and related ratios.

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Defined Contribution Pensions. The existing standards for governments that provide defined contribution pensions are largely carried forward in this new statement. These governments will recognize pension expenses equal to the amount of contributions or credits to employees' accounts, absent forfeited amounts. A pension liability will be recognized for the difference between amounts recognized as expense and actual contributions made to a defined contribution pension plan.

Special Funding Situations. Certain governments are legally responsible for making contributions directly to a pension plan that is used to provide pensions to the employees of another government. For example, a state may be legally required to contribute to a pension plan that covers local school districts' teachers. In specific circumstances called special funding situations, the statement requires governments that are non-employer contributing entities to recognize in their own financial statements their proportionate share of the other governmental employers' net pension liability and pension expense.

The changes noted above by Statement No. 68 are significant to Governments who sponsor retirement plans, and we strongly encourage City officials to continue to review the actual pronouncement and always consider the potential effects on the financial reporting of the Government.

- b) **Statement No. 69, *Government Combinations and Disposals of Government Operations*** is effective for the City's fiscal year ended June 30, 2015. This pronouncement primarily applies to governments involved in some form of mergers, acquisitions, transfers of operations or disposal of operations. Unless the City enters into any agreements whereby such actions are anticipated, this pronouncement should not affect the City. As of June 30, 2015, we are not aware of any applications of this pronouncement to the City, but City officials should proceed forward always considering the potential effects of any prospective government combinations and disposal of operations.
- c) **Statement No. 72, *Fair Value Measurement and Application*** was issued in February of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016.

This statement addresses accounting and financial reporting issues related to fair value measurements. The definition of ***fair value*** is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This statement provides guidance for determining a fair value measurement for financial reporting purposes, and also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

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This statement generally requires investments to be measured at fair value. An *investment* is defined as a security or other asset that: (a) a government holds primarily for the purpose of income or profit, and (b) has a present service capacity based solely on its ability to generate cash or to be sold to generate cash. Investments not measured at fair value continue to include, for example, money market investments, 2a7-like external investment pools, investments in life insurance contracts, common stock meeting the criteria for applying the equity method, unallocated insurance contracts, and synthetic guaranteed investment contracts. A government is permitted in certain circumstances to establish the fair value of an investment that does not have a readily determinable fair value by using the net asset value per share (or its equivalent) of the investment.

This statement requires measurement at acquisition value (an entry price) for donated capital assets, donated works of art, historical treasures, and similar assets and capital assets received in a service concession arrangement. These assets were previously required to be measured at fair value.

This statement requires disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques. Governments should organize these disclosures by type of asset or liability reported at fair value. It also requires additional disclosures regarding investments in certain entities that calculate net asset value per share (or its equivalent).

- d) **Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not Within the Scope of GASB Statement No. 68*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016.

The objective of this statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

The requirements of this statement will improve financial reporting by establishing a single framework for the presentation of information about pensions, which will enhance the comparability of pension-related information reported by employers and non-employer contributing entities.

CITY OF ALPHARETTA, GEORGIA

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This statement establishes requirements for defined benefit pensions that are not within the scope of Statement No. 68, *Accounting and Financial Reporting for Pensions*, as well as for the assets accumulated for purposes of providing those pensions. In addition, it establishes requirements for defined contribution pensions that are not within the scope of Statement No. 68. It also amends certain provisions of Statement No. 67, *Financial Reporting for Pension Plans*, and Statement No. 68 for pension plans and pensions that are within their respective scopes.

The requirements of this statement extend the approach to accounting and financial reporting established in Statement No. 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement No. 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement No. 68 be included in notes to financial statements and required supplementary information by all similarly situated employers and non-employer contributing entities.

This statement also clarifies the application of certain provisions of Statements No.'s 67 and 68 with regard to the following issues:

- **Information** that is required to be presented as notes to the 10-year schedules of required supplementary information about investment-related factors that significantly affect trends in the amounts reported.
- **Accounting** and financial reporting for separately financed specific liabilities of individual employers and non-employer contributing entities for defined benefit pensions.
- **Timing** of employer recognition of revenue for the support of non-employer contributing entities not in a special funding situation.

- e) **Statement No. 75, *Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2017 resulting in the City's fiscal year ending June 30, 2018. This statement could easily be described as the GASB No. 68 for post-employment benefit plans due to the fact that it will closely follow the provisions of GASB No. 68 for pension plans.

The primary objective of this statement is to improve accounting and financial reporting by state and local governments for post-employment benefits other than pensions (other post-employment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is

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Auditors' Discussion & Analysis

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provided by other entities. This statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all post-employment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Post-employment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This statement also addresses certain circumstances in which a non-employer entity provides financial support for OPEB of employees of another entity.

In this statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and non-employer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator, and the plan members.

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The requirements of this statement will improve the decision-usefulness of information in employer and governmental non-employer contributing entity financial reports and will enhance its value for assessing accountability and inter-period equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information.

- f) **Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*** was issued in June of 2015, and is effective for financial statements for periods beginning after June 15, 2015 resulting in the City's fiscal year ending June 30, 2016. This statement supersedes Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*.

The objective of this statement is to identify (in the context of the current governmental financial reporting environment) the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This statement reduces the GAAP hierarchy to two (2) categories of authoritative GAAP and addresses the use of authoritative and non-authoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

The requirements in this statement improve financial reporting by: (1) raising the category of GASB Implementation Guides in the GAAP hierarchy, thus providing the opportunity for broader public input on implementation guidance; (2) emphasizing the importance of analogies to authoritative literature when the accounting treatment for an event is not specified in authoritative GAAP; and (3) requiring the consideration of consistency with the GASB Concepts Statements when evaluating accounting treatments specified in non-authoritative literature. As a result, governments will apply financial reporting guidance with less variation, which will improve the usefulness of financial statement information for making decisions and assessing accountability and enhance the comparability of financial statement information among governments.

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- **Statement No. 77, Tax Abatement Disclosures** was issued in August of 2015, and is effective for financial statements for periods beginning after December 15, 2015 resulting in the City's fiscal year ending June 30, 2017.

Tax abatements are widely used by state and local governments, particularly to encourage economic development. For financial reporting purposes, this statement defines tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens.

This statement requires disclosure of tax abatement information about: (1) a reporting government's own tax abatement agreements; and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues.

This statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

Governments should organize those disclosures by major tax abatement program and may disclose information for individual tax abatement agreements within those programs.

Tax abatement agreements of other governments should be organized by the government that entered into the tax abatement agreement and the specific tax being abated. Governments may disclose information for individual tax abatement agreements of other governments within the specific tax being abated. For those tax abatement agreements, a reporting government should disclose:

- The names of the governments that entered into the agreements.
- The specific taxes being abated.
- The gross dollar amount of taxes abated during the period.

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g) **Other Pending or Current GASB Projects.** As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

- **Fiduciary responsibilities** and new definitions for fiduciary funds and use of whether a government has “control” and who benefits to determine accounting as fiduciary. Final standard expected in October 2015.
- **Capital leases or operating leases** continues to be a hot topic. Looking into whether all leases should be treated the same way. Final standard expected in November 2015.
- **Asset retirement obligations** in which the GASB is considering standards for reporting liabilities related to obligations to perform procedures to close certain capital assets, such as nuclear power plants. This concept would not change existing standards such as GASB 18 (landfills) or GASB 49 (pollution remediation). Final standard expected in December 2015.
- **External investment pools.** Current standards allow pools that are considered to be 2a7-like to report investments at amortized cost rather than fair value; however, the SEC recently made significant changes to Rule 2a7 making it hard to be 2a7-like.

An exposure draft created criteria (which are based on old 2a7 criteria) for external investment pools to continue to be accounted for using amortized cost. Final standard expected in December 2015.

- **Irrevocable split-interest agreements** which are prevalent at colleges and universities whereby split-interest agreements in which an asset is given to government in trust. During stated term of the trust the income generated by the trust goes to the donor and when the trust ends then the assets become the governments. Final standard expected in January 2016.
- **Blending requirements for certain business-type activities.** GASB is considering revising the standards regarding how certain component units of business-type activities should be presented. There is diversity in practice, with some component units blended for reasons not included in Statement 14 (such as sole member of an LLC). Final standard expected in March 2016.
- **Tax abatement** issues resulting from an agreement between government and a taxpayer in which: (1) a government promises to forgo revenues from taxes for which the taxpayer otherwise would have been obligated; and (2) the taxpayer promises to take a specific action that contributes to economic development or otherwise benefits the government or its citizens. Final standard expected in December 2016.

CITY OF ALPHARETTA, GEORGIA

Auditors' Discussion & Analysis

June 30, 2015

- **Conceptual Framework** is a constant matter being looked at by GASB. Current measurement focus statements (for governmental funds) to change to near-term financial resources measurement. May dictate a period (such as 60 days) for revenue and expenditure recognition. May expense things such as supplies and prepaid assets at acquisition. Will look into which balances (at all statement levels) are measured at acquisition and which need to be re-measured at year-end. Project placed on hold for now.
- **Economic Condition Reporting** is another long-term matter being looked into by GASB. Includes presentation of information on fiscal sustainability (including projections). Tabled for now pending resolution to issues raised on GASBs scope.

2) Single Audit Standards

There continues to be changes to auditing standards relative to the conduct and reporting of Single Audits. This year's financial and compliance audit recognized the implementation of the new Uniform Grant Guidance (UG) which included significant changes to cost principles and other requirements for auditees receiving federal funds.

These changes are driven based on the grant award date as awarded by the federal agency. As such, auditors and auditees will follow requirements from both the "old" and "new" guidance for a few years to come.

Beginning with fiscal years ending December 31, 2015, additional changes to audit requirements will be effective. These include changes to the:

- Threshold requiring a Single Audit (from \$500,000 to \$750,000);
- Major program thresholds; and
- Percentage coverage thresholds (for low risk from 25% to 20% and for high risk from 50% to 40%).

Summations of Thoughts Noted Above

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

CITY OF ALPHARETTA, GEORGIA

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FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

Free Continuing Education. We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope the City staff and officials have been able to participate in this opportunity, and that it has been beneficial to you. Examples of subjects addressed in the past few quarters include:

- Accounting for Debt Issuances
- American Recovery & Reinvestment Act (ARRA) Updates
- Best Budgeting Practices, Policies and Processes
- CAFR Preparation (several times including a two (2) day hands-on course)
- Capital Asset Accounting Processes and Controls
- Collateralization of Deposits and Investments
- Evaluating Financial and Non-Financial Health of a Local Government
- GASB No. 51, Intangible Assets
- GASB No. 54, Governmental Fund Balance (subject addressed twice)
- GASB No. 60, Service Concession Arrangements (webcast)
- GASB No. 61, the Financial Reporting Entity (webcast)
- GASB No.'s 63 & 65, Deferred Inflows and Outflows (webcast)
- GASB No.'s 67 & 68, New Pension Stds. (presented several occasions)
- GASB Updates (ongoing and several sessions)
- Grant Accounting Processes and Controls
- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Internal Revenue Service (IRS) Issues, Primarily Payroll Matters
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Policies and Procedures Manuals
- Segregation of Duties
- Single Audits for Auditees
- Special Purpose Local Option Sales Tax (SPLOST) Accounting, Reporting & Compliance
- Uniform Grant Reporting Requirements and the New Single Audit

CITY OF ALPHARETTA, GEORGIA

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June 30, 2015

Governmental Newsletters. We produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are produced and delivered periodically [approximately ten (10) times per year], and are intended to keep you informed of current developments in the government finance environment.

Communication. In an effort to better communicate our free continuing education plans and newsletters, please email Paige Vercoe at pvercoe@micpa.com (send corresponding copy to jbence@micpa.com), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

CLOSING

If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the City Council and management, and others within the City's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve the City of Alpharetta, Georgia and look forward to future engagements. Thank you.



Client: 0300614 - City of Alpharetta, Georgia
Engagement: 0300614 - City of Alpharetta
Period Ending: 6/30/2015
Trial Balance: 0200.100 - General Fund TB Database
Workpaper: 0204.100 - General Fund Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
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Adjusting Journal Entries JE # 2 6002.000

To adjust accrued payroll balance per M&J review.

100-13-1320-1320-511100-	REGULAR SALARIES		1,857.64	
100-13-1321-7520-511100-	REGULAR SALARIES		617.61	
100-13-1322-7520-511100-	REGULAR SALARIES		706.41	
100-13-1330-1130-511100-	REGULAR SALARIES		738.93	
100-13-1360-1560-511100-	REGULAR SALARIES		421.19	
100-15-1510-1510-511100-	REGULAR SALARIES		1,068.65	
100-15-1511-1510-511100-	REGULAR SALARIES		589.18	
100-15-1512-1512-511100-	REGULAR SALARIES		1,776.79	
100-15-1513-1513-511100-	REGULAR SALARIES		1,066.25	
100-15-1514-1514-511100-	REGULAR SALARIES		1,082.17	
100-17-1735-1535-511100-	REGULAR SALARIES		3,582.00	
100-18-1840-1540-511100-	REGULAR SALARIES		485.70	
100-26-2650-2650-511100-	REGULAR SALARIES		1,811.58	
100-31-3110-3100-511100-	REGULAR SALARIES		11,754.86	
100-41-4101-4100-511100-	REGULAR SALARIES		1,530.61	
100-41-4105-4100-511100-	REGULAR SALARIES		8,721.02	
100-41-4175-7110-511100-	REGULAR SALARIES		277.80	
100-61-6110-6110-511100-	REGULAR SALARIES		1,491.73	
100-61-6130-6130-511100-	REGULAR SALARIES		710.95	
100-61-6135-6149-511100-	REGULAR SALARIES		163.28	
100-61-6140-6122-511100-	REGULAR SALARIES		638.13	
100-61-6145-6122-511100-	REGULAR SALARIES		673.72	
100-61-6150-6149-511100-	REGULAR SALARIES		598.17	
100-61-6155-6122-511100-	REGULAR SALARIES		331.45	
100-61-6170-6130-511100-	REGULAR SALARIES		636.61	
100-61-6175-6130-511100-	REGULAR SALARIES		512.48	
100-61-6180-6220-511100-	REGULAR SALARIES		651.31	
100-61-6195-6220-511100-	REGULAR SALARIES		1,461.64	
100-74-7410-7410-511100-	REGULAR SALARIES		1,242.83	
100-74-7430-7220-511100-	REGULAR SALARIES		1,422.59	
100-74-7440-7400-511100-	REGULAR SALARIES		877.48	
100-74-7450-7450-511100-	REGULAR SALARIES		594.04	
100-74-7460-7401-511100-	REGULAR SALARIES		716.28	
100-00-0000-0000-121200-	SALARIES & WAGES PAYABLE			50,811.08
Total			50,811.08	50,811.08

Client:	0300614 - City of Alpharetta, Georgia
Engagement:	0300614 - City of Alpharetta
Trial Balance:	0200.215 - E911 Fund TB Database
Workpaper:	0204.215 - E911 Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
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Adjusting Journal Entries JE # 1

6002.000

To adjust accrued payroll balance per M&J review

215-31-3180-3800-511100-	REGULAR SALARIES		4,877.27	
215-00-0000-0000-121200-	SALARIES & WAGES PAYABLE			4,877.27
Total			<u>4,877.27</u>	<u>4,877.27</u>

Client:	0300614 - City of Alpharetta, Georgia
Engagement:	0300614 - City of Alpharetta
Period Ending:	6/30/2015
Trial Balance:	0200.540 - Solid Waste Fund TB Database
Workpaper:	0204.540 - Adjusting Journal Entries Report - 7

Account	Description	W/P Ref	Debit	Credit
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Adjusting Journal Entries JE # 1		6002.000		
To adjust accrued payroll balance per M&J review				
540-15-1545-4510-511100-	REGULAR SALARIES		149.24	
540-00-0000-0000-121200-	SALARIES & WAGES PAYABLE			149.24
Total			<u>149.24</u>	<u>149.24</u>



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Public Safety
Submitted By: Tom Patton, Police Captain
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: FIRE ENGINE ACQUISITIONS (REPLACEMENT OF FIRE ENGINES #4 AND #6)

II. RECOMMENDATION:

Approve acquisition of two replacement fire engines (Pierce) through Ten-8 Fire and Safety Equipment of Georgia at a cost of \$992,808.00.

Adopt the attached Resolution authorizing the Mayor to execute a lease agreement, and all associated documents, with Banc of America Public Capital Corporation for the purposes of funding the fire engine acquisitions.

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:

\$109,196.28 ANNUAL CAPITAL LEASE PAYMENT
(\$992,808.00 CAPITAL LEASE FINANCING)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Truck Acquisitions: 30131150-542200-C1241	\$992,808.00
Capital Lease (Principal Expense): 10031100-581200	\$96,123.38
Capital Lease (Interest Expense): 10031100-582200	\$13,072.90

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Truck Capital Lease Proceeds: 30131150-393500-C1241	\$992,808.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

This request is for the purchase of two new Pierce Fire Engines (a.k.a. Fire Pumpers) to replace the existing HME Fire Engines #4 and #6, both of which are 2005 models acquired in the spring of 2006. Fire Engine #4 has over 80,000 miles and Fire Engine #6 has over 72,000 miles. While the mileage is not unreasonable for the age of the trucks, the vehicles have poor maintenance and safety records. Both have been returned to the factory for supplemental structural bracing in the cab and have had rear axles replaced. Other repairs over the last three years have exceeded \$34,000 for Engine 4 and \$32,000 for Engine 6.

The requested Pierce Fire Engines have been designed to ensure compatibility with new development in Alpharetta. The new engine is shorter and narrower to aid in navigating roundabouts as well as the unique needs of Avalon and City Center (e.g. streets with on-street parking).

This request was originally slated to be included as part of the FY 2017 budget process. However, Pierce has a 3% inflationary cost increase scheduled for April 1, 2016. Purchasing the replacement Fire Engines now saves the City over \$30,000. The preliminary FY 2017 budget includes an allocation for the lease payment. Assembly and construction will take a minimum of 10-months with delivery estimated in late

2016/early 2017.

Fire Engine Replacement

Pierce is the City's approved single source provider of fire engines/trucks. Pricing for the Pierce Fire Engines quoted herein is in accordance with the competitively bid contract (Bid 15-11-0116) awarded to Pierce by the Florida Fire Chiefs' Association, Florida Sheriffs' Association, and Florida Association of Counties. Bid 15-11-0116 became effective February 2, 2015 and is valid until March 31, 2016. Under the Procurement Code, the City is authorized to piggy-back off of competitively procured contracts provided through other governmental entities. Ten-8 and Pierce representatives have stated that the pricing under this contract is the most competitive and forms the basis of what would be provided to the City under a standalone bid scenario.

- Acquisition Cost (vehicles and factory-installed equipment): \$992,808.00

Capital Lease Program

The Finance Department solicited quotes for the fire engine financings from seven financial institutions and obtained the following results: Banc of America (1.835%); Whitney Bank (1.864%); BB&T (2.52%); SunTrust (2.63%); PNC (2.681%); State Bank & Trust (no quote); and Wells Fargo (no quote). Banc of America provided the most competitive interest rate and is the recommended partner for this transaction. Transaction terms include:

- Loan amount: \$992,808.00
- 10-year term;
- 1.835% fixed interest rate;
- no closing costs;
- no prepayment penalty; and
- \$109,196.28 annual payment.

The Public Safety Department has sufficient appropriations programmed within the preliminary FY 2017 Budget to fund the annual lease payment.

The City of Alpharetta has 8 fire apparatus including 6 fire engines/pumpers, 1 fire ladder truck, and 1 air/light truck. The Finance and Public Safety Departments have developed a funding plan to ensure all fire apparatus are built into the annual operating budget under 10-year capital lease programs that (1) ensure highly functional equipment to aid the Department in meeting its service needs to our citizens and to (2) eliminate periodic impacts to the capital budget. Upon approval of this transaction, all fire apparatus will have been built into the annual operating budget under a capital lease program.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Ten-8 Quote (Fire Trucks), Resolution, Opinion Letter, Master Equipment Lease Agreement (BOA), GA Lease Rider



QUOTATION

Quote Number: Bid # 522
Quote Date: January 8, 2016

1591 Collier Road
Forsyth, GA 31029
Phone: (478) 994-3235
Fax: (478) 994-6458

Sold To:

City of Alpharetta Fire Department
2565 Old Milton Parkway
Alpharetta, GA 30009

Item No.	Description	Quantity	Unit Price	Total Price
1	Pierce Custom Pumper 2016 - Enforcer Chassis Per Spec' # 522	2	\$518,050.00	\$1,036,100.00

Pre-Payment Discount

Total payment within 30 days of P.O. (\$992,808.00) Deduct \$ 43,292.00
Price valid through 3/31/2016

* Pierce / Ten 8 will honor this pricing structure for other Georgia cities and countries to tag-on to this RFP – Additions or subtractions will be priced accordingly –

Please make P.O. / payments to: Pierce Mfg.

Total: \$1,036,100.00



Proposal Option List

1/11/2016

Customer: Alpharetta Fire Department
Representative Amlong, Jeff
Organization: Ten-8 Fire Equipment, Inc
Requirements Manager:
Description: Custom Pumper 2016
Body: Pumper, Med, Alum, 2nd Gen
Chassis: Enforcer Chassis

Bid Number: 522
Job Number:
Number of Units: 1
Bid Date: 04-06-2016
Stock Number:
Price Level: 34 (Current: 34)

Line	Option	Type	Option Description	Qty
1	0671399		Boiler Plates, Pumper Fire Department/Customer - ALPHARETTA FIRE DEPARTMENT Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 10 Bidder/Sales Organization - TEN 8 FIRE & SAFETY EQUIPMENT OF GEORGIA Delivery - Delivery representative Dealership/Sales Organization, Service - TEN 8 FIRE & SAFETY EQUIPMENT OF GEORGIA	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location: Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0008036		Career/Paid Department	1
11	0620357		Consortium, Florida Sheriff's	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Bid Bond Not Requested	1
14	0582700		Performance Bond, 100 Percent w/25 Percent Warranty Bond, 2 Yrs, and Payment Bond	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0649754		Enforcer Chassis	1
18	0000110		Wheelbase Wheelbase - 187.50"	1
19	0000070		GVW Rating GVW rating - 44,000 #'s	1
20	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
21	0020018		Frame Liner Not Req'd	1
22	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1
23	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
24	0000321		Shock Absorbers on Front Axle, Saber/Enforcer	1
25	0000322		Oil Seals, Front Axle	1
26	0078244		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply	1
27	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
28	0641555		Axle, Rear, Dana S23-190, 24,000 lb, Saber/Enforcer	1
29	0545719		Top Speed of Vehicle, Non-NFPA Compliant Top Speed of Vehicle - 70	1
30	0565379		Suspen, Rear, Single Slipper Spring, 24,000 lb, Saber/Enforcer	1
31	0000485		Oil Seals, Rear Axle	1
32	0078254		Tires, Rear, Michelin, XZY3, 12R22.50, 16 ply, Single	1
33	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
36	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
37	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1

Line	Option	Type	Option Description	Qty
38	0002000		Chains, Automatic Tire, ONSPOT, Custom	1
39	0057936		Covers, Lug Nut, Chrome	1
40	0002045		Mud Flaps, w/logo front & rear	1
41	0558262		Chocks, Wheel, AC-32	1
			Qty, Pair - 01	
42	0558268		Mounting Brackets, Chocks, AC-32, Horizontal	1
			Location, Wheel chock - Under D-1.	
			Qty, Pair - 01	
43	0010670		ABS Wabco Brake System, Single rear axle	1
44	0690932		Brakes, Bendix, ADB22X, 17" Disc, Front	1
45	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
46	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
47	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
48	0644228		Air Dryer, Wabco System Saver 1200 IWT, Saber FR/Enforcer	1
49	0000790		Brake Lines, Nylon	1
50	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well	
			Qty, Air Coupling (s) - 1	
51	0000860		Outlet, Air, with shut off valve	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
52	0610864		Engine, DDC DD13, 505 hp, 1750 lb-ft, W/OBD, EPA 2016, Enforcer	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
55	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
56	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
57	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Officer Side	1
58	0585771		Exhaust, Modified for MagneGrip System, 5.00", 2013/2015 Engines	1
59	0648346		Radiator, Saber FR/Enforcer	1
60	0001090		Cooling Hoses, Rubber	1
61	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
62	0001129		Lines, Fuel	1
63	0649146		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Door, Spring Flip, Locking Cap	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
64	0552777		Fuel Pump for Repriming	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0642533		Trans, Allison 5th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/DCF/Enf	1
68	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0001375		Driveline, Spicer 1810	1
71	0637248		Steering, Dual Gear, TRW, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
72	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
73	0550144		Logo/Emblem, on Horn Button	1
			Text, Row (1) One - ALPHARETTA	
			Text, Row (2) Two - FIRE	
			Text, Row (3) Three - RESCUE	
74	0012246		Bumper, 22" Extended, Saber FR/Enforcer	1
75	0638008		Tray, (1) Hose Left Side of Bumper	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
76	0633467		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
77	0663647		Tray, (1) Hose Right Side of Bumper	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 19) 100' of 1.75"	
78	0633453		Hose Restraint, Bumper Tray, Velcro Straps, Pair	1
			Qty, Pair - 01	
79	0002270		Tow Hooks, Chrome	1

Line	Option	Type	Option Description	Qty
80	0648332		Cab, Enforcer, 7010	1
81	0647918		Engine Tunnel, DD13, Enforcer	1
82	0633594		Rear Wall, Interior, Adjustable Seating	1
83	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
84	0639727		Cab Lift, Elec/Hyd, w/Manual Override, Saber FR/Enforcer	1
85	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
86	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - b) S/S, Brushed	
87	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
88	0015440		No Chrome Molding, On side of cab	1
89	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
90	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
91	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
92	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
93	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
94	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1 Light Per Step 6lbs	1
95	0002141		Fenders, s/s on cab - Saber/Enforcer	1
96	0042105		No Windows, Side of Crew Cab	1
97	0012090		Not Required, Windows, Front/Side of raised roof	1
98	0632623		Compt, Storage, 12.75 W x 24 H x 15 D, (1) Ea Side C/C, Single Pan, 70" SFR/Enf	1
			Light, Aux Cab Compartments - Not Required	
99	0649105		Scuffplate, Brushed S/S, Inner Door Pan, Ext'd Cab Compts, Pair	1
100	0636475		Fasteners, Mechanical, Insulation. Eng Tunnel, Cab	1
101	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .75"	
			Material Finish, Cab Interior - Painted	
102	0627180	SP	Cab Interior, Turnout Tuff Headliner and Drain Tubes, Saber FR/Enforcer	1
			Color, Cab Interior Vinyl/Fabric - m) Gray	
			Engine Tunnel Cover - Gray Turnout Tuff	
103	0012430		Cab Interior, paint color	1
			Color, Cab Interior Paint - i) fire smoke gray	
104	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
105	0644195		Heater/Defroster, Saber FR/Enforcer	1
106	0644194		Air Conditioning, Saber FR/Enforcer	1
107	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
108	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
109	0583938		Lights, Engine Compt, Custom, Automatic Sw, Whelen 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
110	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
111	0583039		Not Required, Side Roll and Frontal Impact Protection	1
112	0622619		Seating Capacity, 4 Seats	1
113	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
114	0636946		Seat, Officer, Pierce, PSV, Fixed, SCBA, Saber FR/Enforcer	1
115	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
116	0633865		Cabinet, EMS, Rear Facing, DS, 23 W x 44 H x 26.75 D, Roll, Saber FR/Enf	1
			Door, EMS Cabinet - Gortite Roll Up, Lock, Anod	
			Light, Short EMS Compt - Pierce, Both Sides	
117	0102783		Not Required, Seat, Rr Facing C/C, Center	1
118	0634208		Cabinet, EMS, Rear Facing, PS, 22 W x 44 H x 26.75 D, Roll, Saber FR/Enf	1
			Door, EMS Cabinet - Gortite Roll Up, Lock, Anod	
			Light, Short EMS Compt - Pierce, Both Sides	
119	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
120	0632658		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Saber FR/Enforcer	1
121	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
122	0042264		Shelf, Adjustable, EMS Compt, 1.25" Lip	2
			Qty, Shelf - 02	
			Location, Shelf, EMS - (1) DS Rr Fcng Cabinet and (1) PS Rr Fcng Cabinet	

Line	Option	Type	Option Description	Qty
123	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - m) Gray	1
124	0065740		Bracket, Air Bottle Zico, ULLH, Load & Lock, 1901-04, In Cab Seats Qty, - 03	3
125	0678689		Compt, Enclose, Forward Facing Seat Riser, VEL/IMP/Qtm/SFR/Enf Location - Forward facing seat risers Qty, - 02	2
126	0636544		Seat Belt, Dual Retractor, Saber FR/Enforcer Seat Belt Color - Red	1
127	0543917		Helmet Storage, Provided by Fire Department, NFPA	1
128	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Door Switches and Lens Switch	1
129	0544332		Portable Hand Light, Provided by Fire Department, Pumper NFPA Classification	1
130	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - E-Master Only	1
131	0002544		Air Restriction Indicator - Pierce Chassis	1
132	0543848		Light, Do Not Move Apparatus, Whelen 5SR00FRR LED Alarm, Do Not Move Truck - Steady Alarm	1
133	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
134	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
135	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
136	0548006		Wiring, Spare, 15 A 12V DC 2nd Qty, - 02 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location - In EMS compartments as high as possible on upper rear inboard (engine tunnel side) wall.	2
137	0548007		Wiring, Spare, 15 A 12V DC 3rd Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location - Two (2) ceiling between driver and officer seat - one (1) each side.	2
138	0560535		Wiring, Spare, 15 A 12V DC 4th Qty, - 01 12vdc power from - Battery direct Wire termination - Butt Splice Location - Overhead Driver right shoulder (for David Clark Power).	1
139	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Engine Tunnel - Rear	2
140	0655822		Wiring, Spare, 10 A 12V DC, USB Termination 1st Qty, - 01 12vdc power from - Battery direct Location - Loaction # 132	1
141	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
142	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
143	0653533		Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Centered, Custom Chassis Overhead	1
144	0511071		Guard, 4-Way, Rear Vision Camera Qty, - 01 Location - rear camera	1
145	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
146	0624256		Electrical System, Enforcer Hard Wired	1
147	0079211		Batteries, (6) Exide Grp 31, 950 CCA each, Threaded Stud	1
148	0008621		Battery System, Single Start, All Custom Chassis	1

Line	Option	Type	Option Description	Qty
149	0002698		Battery Compartment, Saber/Enforcer	1
150	0593502		Charger, Sngl Sys, Newmar, EV-40, 023-5353-1 Indicator	1
151	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - High On Left Wall	
152	0530949		Location, Battery Charger Indicator, Driver's Seat Riser	1
153	0016848		Shoreline, 20A 120V, Kussmaul Auto Eject 091-20WP-120	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Connection, Shoreline - one (1) shoreline receptacle.	
154	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
155	0566294		Alternator, 430 amp, Niehoff C680-1	1
156	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
157	0632735		Not Required, Custom Chassis	1
158	0648539		Headlights, Rectangular LED, JW Speaker, AXT/Dash CF/Saber/Enforcer	1
159	0648426		Light, Directional, Whelen 60A00TAR LED Arrow, Common Bzl, Above Headlts,Sab/Enf	1
160	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
161	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
162	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
163	0563675		Lights, Clearance/Marker/ID, Rear, Truck-Lite 33050R LED 7Lts	1
164	0650675		Lights, Tail, Whelen 60BTT* Red LED Stop/Tail & 60A00TAR Amb LED Dir For Housing	1
			Color, Lens - Colored	
165	0039202		Lights, Backup, Whelen 600, Halogen, for use w/Whelen 3 & 4 Place Housing	1
166	0664481		Bracket, License Plate & Light, P25 LED	1
167	0045550		Bezels, Whelen, (2) CAST4V, For Mtg (4) Whelen 600 Lts	1
168	0589905		Alarm, Back-up Warning, PRECO 1040	1
169	0687604		Lights, Perimeter Cab, Truck-Lite 6060C LED 4Dr, Grommet Mt	1
170	0617866		Lights, Perimeter Pump House, Truck-Lite 6060C LED 2lts	1
171	0683575		Lights, Perimeter Body, Truck-Lite 6060C LED 2ts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
172	0533430		Lights, Perimeter, Truck-Lite 6060C LED Grommet Mnt	2
			Qty, Lights - 02	
			Location, lights - Centered under D1, & P1.	
173	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
174	0589761		Light, Whelen, 12V PFP1 Pioneer LED Floodlt, PBA103 Recessed 15 Deg 2nd	1
			Location, lights - One (1) -- Left side rear below Upper rear warning ight.	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - c) DS Rear of Apparatus	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - White Paint	
175	0582030		Light, Whelen, 12V PFA1 Pioneer LED Floodlt, PBA106 Bail Brkt 1st	2
			Location, lights - Centered over D/P2.	
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
176	0589768		Light, Whelen, 12V PFP1* Pioneer LED Floodlt, PBA103 Recessed 15 Deg 1st	2
			Qty, - 02	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - White Paint	
			Location, 12/24 Volt Lights - DS & PS Rear Of Cab Doors (FR Cab & Qtm Only) 2lts	
177	0618289		Light, Visor, Whelen, 12V PFP2* Pioneer LED Floodlt 1st	1
			Qty, - 01	
			Location, driver's/passenger's/center - centered	

Line	Option	Type	Option Description	Qty
177			Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - e) No Control Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - White Paint	
178	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
179	0022688		Lights, Deck, Additional, Unity Flood Qty, Lights - 01 Location, lights - DS	1
180	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
181	0646143		Lights, Rear Scene, Whelen, 70K000CD Halogen, 15 Deg Brkt, Below Tailboard Control, Rear Scene Lts - Cab Switch Panel DS	1
182	0060115		Pumper, Med, Alum, 2nd Gen	1
183	0554271		Body Skirt Height, 20"	1
184	0028244		Tank, Water, 500 Gallon, Poly, Med	1
185	0003405		Overflow, 4" Water Tank, Poly	1
186	0028104		Foam Cell Required	1
187	0633066		Sleeve through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
188	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
189	0003429		Not Required, Direct Tank Fill	1
190	0003424		(No Dump Valve required)	1
191	0048710		Jet Assist Not Req'd	1
192	0030007		(No Dump Chute Required)	1
193	0514778		Not Required, Switch, Tank Dump Master	1
194	0126633		Hose Bed, Aluminum, Pumper	1
195	0003482		Hose Bed Capacity, Additional Capacity, Hosebed - From Left to Right: 200' of 1.75' / 200' of 1.75" / 400' of 2.5" / 1000' of 5.0".	1
196	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 3	3
197	0023469		Compt, (2) Backboards, Vertical in Hose Bed Location, Backboard Comp - Passenger's Side Size, Backboard - 2.25" thick X 18.00" wide X 76.00" long.	1
198	0089471		Cutout, Handhold, in Hose Bed Divider Qty, - 03	3
199	0591033		Hose Restraint, Hose Bed, Vinyl, Top and Rear Color, Vinyl Cover - a) red Type of fastener - Velcro - Sides of Hosebed Type of fastener, Rear - spring clip and hook - bottom of hosebed Type of fastener, Front - Velcro - Front Hosebed Vinyl flap weight - not weighted	1
200	0013512		Running Boards, 12.75" Deep	1
201	0689621		Tailboard, 16" Deep	1
202	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
203	0003531		Tow Bar, Under Tailboard	1
204	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, runn - a) both sides Qty, Tray, Hose - 2	2
205	0024110		Tray, Hose, Running Board, 20' of 5.00" Soft Suction Hose Location, Hose Tray, runn - a) both sides Qty, Tray, Hose - 2	2
206	0003561		Construction, Compt, Alum, Pumper	1
207	0023650		DS 152" Rollup, Full Height Front & Rear, FDLER	1
208	0063658		PS 152" Rollup, Full Height Front & Rear, FDLER	1
209	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 06 Color,Gortite,Roll-upDoor - Painted Latch, Gortite, Roll-up - locking, 751, AXT/Qtm/Dash CF/Saber Cab	6

Line	Option	Type	Option Description	Qty
210	0083700		Rear, Rollup, 37.75" FF	1
211	0692746		Doors, Gortite, Rollup, Rear Compartment	1
			Color,Gortite,Roll-upDoor - Satin finish	
			Latch, Gortite, Roll-up - locking, 751, AXT/Qtm/Dash CF/Saber Cab	
212	0554995		No Body Modification Required	1
213	0678530		Scuffplates, Center Rear Wall, Aluminum Treadplate	1
214	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
			Location, Door Guard/Drip Pan - D3, D2, D1, R1, P3, P2 and P1	
215	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
216	0608222		Access Door, Cargo Compt, DS, Liftup Door	1
			Door, Material & Finish, Storage - Brushed S/S	
			Latch, Door, Storage - Lift and Turn Latch	
217	0608224		Access Door, Cargo Compt, PS, Liftup Door	1
			Door, Material & Finish, Storage - Brushed S/S	
			Latch, Door, Storage - Lift and Turn Latch	
218	0687146		Shelf Tracks, Painted	4
			Qty, Shelf Track - 04	
			Location, Shelf Track - D3, D1, P1 and P3	
219	0687112		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Painted	10
			Qty, Shelf - 10	
			Location, Shelf - Two (2) D-1/ in upper area - Three (3) - D-3 (two (2) in upper area and one (1) full depth below trans. -Two (2) - P-1 (both upper area (1) on HLR actuator) & in upper area, - Two (2) P-3 (both uppers) w/one on HLR actuator), & one (1) R-1 at trans.	
220	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 2G	1
			Qty, - 01	
			Material - paint to match compt interior	
			Location, Tray Slide-Out, Floor Mounted - R1	
221	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	1
			Finish - Painted, Compt Interior	
			Qty - 1	
			Location, Pivot - Back	
			Mounting, Toolboard - Adjustable Frt-back	
			Location, Toolboard - D2	
222	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
223	0004024		Fender Crowns, Rear, S/S	1
224	0519849		Not Required, Hose, Hard Suction	1
225	0626229		Handrails, Side Pump Panels, Per Print	1
226	0004126		Handrails, Beavertail, Standard	1
227	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
228	0653799		Compt, Air Bottle, Double, Single Bottle Door, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - DS Fwd and Double - PS Fwd	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting and Strap	
229	0034220		Compt, Extinguisher in Fender Panel	1
			Location, Bracket/comp. - PS rear of wheel well.	
			Qty, - 1	
230	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
231	0004230		Ladder, 14' Duo-Safety 775A Roof	1
232	0002773		Rack, Ladder, Hydraulic, Right Side	1
233	0014245		Ladder, Folding, 10' 585A, Duo-Safety, w/Mounting	1
			Location, Folding Ladder - b) Hyd Rack	
234	0004349		Pike Pole, 10' DUO Safety, Fiberglass	1
			Location - On the hydraulice ladder rack.	
			Qty, Pike Poles - 1	
235	0638810		Pike Pole, Pumper, Provided by Fire Department, NFPA	1
			Pike Pole Make/Model - Akron 10' Pike Pole	

Line	Option	Type	Option Description	Qty
236	0548202		Pike Pole, 6' DUO Safety, Fiberglass Qty, Pike Poles - 1 Location - On the hydraulic ladder rack.	1
237	0004361		Tubes, Alum, Pike Pole Storage Qty, Pike Pole Tubes - 02 Location, Pike Pole Tube - Hyd Ladder Rack	2
238	0591177		Steps, Folding, Front of Body, Trident Coating, Step - black	1
239	0592994		Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
240	0591915		Step, Folding - Extra, Body Only, Black, Trident Qty, Folding Step - 01 Location, Additional Step - One (1) driver's side front bulkhead.	1
241	0014456		Pump, Hale, QMAX-200, 2000 GPM, Single Stage	1
242	0014481		Packing, Hale	1
243	0014477		Transmission, Pump - Gear Hale	1
244	0635600		Pumping Mode, Stationary Only	1
245	0535251		Pump Shift, Air w/Manual Override, Hale Split Shaft	1
246	0003148		Transmission Lock-up, EVS	1
247	0004547		Auxiliary Cooling System	1
248	0014486		Not Required, Transfer Valve, Stage Pump	1
249	0004517		Valve, Relief Intake, Elkhart, Set @ 125 PSI	1
250	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
251	0072153		Primer, Trident, Air Prime, Air Operated	1
252	0658552		Thermal Relief Valve, TRV120-L w/Red Warning Light, Hale Pump Location, Thermal Relief Discharge - Pump Operator's Panel	1
253	0058516		Manuals, Pump (2), CD	1
254	0008349		Plumbing, Stainless Steel and Hose	1
255	0089437		Plumbing without Foam System	1
256	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
257	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
258	0014650		Short Suction Tube, Both Sides	1
259	0084610		Valves, Akron 8000 series- All	1
260	0004660		Inlet, Left Side, 2.50"	1
261	0004680		Inlet, Right Side, 2.50"	1
262	0004686		Valve, Inlet(s) Recess Behind Panel, Side Cntrl Qty, Inlets - 2	2
263	0034720		Anode, Zinc, Pair, Pump Inlets	1
264	0004700		Control, Inlet, at Valve	1
265	0544956		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Saber, Dash-S, Imp, Vel Inlet, Size - Five Drain, Suction - Air Control	1
266	0014823		Control, Front Inlet, Electric, w/Indicator Lights	1
267	0009620		Intake Relief Valve, Front Inlet	1
268	0004788		Cap, Front Inlet, Long Handle, VLH	1
269	0048643		Swivel, Smooth Chrome, 5.00" Front Inlet	1
270	0092569		No Rear Inlet (Large Dia) Requested	1
271	0092696		Not Required, Cap, Rear Inlet	1
272	0064116		No Rear Inlet Actuation Required	1
273	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
274	0092568		No Rear Auxiliary Inlet Requested	1
275	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
276	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
277	0004910		Outlet, 2.00" Tank Fill	1
278	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 01	1
279	0092570		Not Required, Outlets, Left Side Additional	1
280	0024945		Not Required, Outlet, Right Side	1
281	0092571		Not Required, Outlets, Right Side Additional	1
282	0005047		Outlet, 4.00" w/4.00" Right, Handwheel Valve, Brand - Akron	1

Line	Option	Type	Option Description	Qty
283	0648906		Outlet, Front, 2.50" w/2.50" Plumbing Fitting, Outlet - 2.50" NST with 90 degree swivel Drain, Front Outlet - Class 1 Automatic Location, Front, Single - top of left bumper	1
284	0004995		Outlet, Rear, 2.50" Qty, Discharges - 01 Location, Outlet - b) driver's side	1
285	0678955		Outlet, Rear, 4.00", 4.00" Plumbing, 3.50" Akron Valve, Additional Location - Right side - please match location of previous units.	1
286	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
287	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
288	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
289	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
290	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
291	0085092		Not Required, Elbow, Right Side Outlets, 2.50"	1
292	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
293	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
294	0009625		Elbow, Rear Outlets, 30 Degree, 4.00" FNST x 5.00" Storz, Additional Qty - 1	1
295	0536336		Elbow and Cap, Large Dia Outlet, Provided by Fire Department, NFPA	1
296	0070431	SP	Control, Outlets, Pierce Handwheel, w/Indicator Location - LH side, Front Bumper 2.5", Rear (2), & deluge.. Qty, Discharges - 05	5
297	0095958	SP	Deluge Outlet, Special Height/Location Fill in Blank - Position as close to forward wall in dunnage area as possible (next to crosslays).	1
298	0091106		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
299	0029302		No Monitor Requested	1
300	0029304		No Nozzle Req'd	1
301	0005070		Deluge Mount, NPT	1
302	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap Qty, Crosslays - 2	2
303	0090442		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap	1
304	0029260		Not Required, Speedlays	1
305	0590942		Hose Restraint, Crosslay/Deadlay, 1" Heavy Nylon Web, Strap Fasteners, Each Side Qty, - 03 Type of fastener - spring clip and hook Nylon Web Color - Black Restraint Location - Bottom (towards the ground)	3
306	0590875		Hose Restraint, Crosslay/Deadlay, Aluminum Treadplate, Bi-Fold, Top Only Stay arm, Tray Cover - g) Socket and Plunger Restraint Location - Front (towards front of truck)	1
307	0032137		Foam Sys, External	1
308	0012126		Not Required, CAF Compressor	1
309	0552517		Not Required, Refill, Foam Tank	1
310	0079708		Foam Outlet, 1.50" Location - Driver's side	1
311	0042573		Not Required, Foam System Demonstration	1
312	0005447		Foam Cell, 30 Gallon, Not Reduce Water Type of Foam - Class "B" Foam, Brand Name - Ansul - National Gold	1
313	0091036		Drain, 1.00" Foam Tank #1	1
314	0091079		Not Required, Foam Tank #2	1
315	0091112		Not Required, Foam Tank Drain	1
316	0005497		Pump House, Side Control, 48"	1
317	0035570		Pump Panel Configuration, No Match Required	1
318	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
319	0005577		Panel, Pump Access - Pass Side and Front	1
320	0035501		Pump House Structure, Std Height	1
321	0005945		Light, Pump Compt	1
322	0586438		Gauges, Engine - Pump Panel, IAT Pressure Controller	1
323	0005601		Throttle Included w/ Pressure Controller	1

Line	Option	Type	Option Description	Qty
324	0562824		Indicator Lights @ Pump Panel, Electronic Engines, IAT Pressure Controller	1
325	0553643		Control, Air Horn at Pump Panel w/Red Switch	1
326	0001750		Tag, Special Colors	10
			Qty, Gauges/Disc. - 10	
			Color, Discharge Tag - DS/PS Crosslays 2.5" Green, forward 1 3/4"	
			Yellow, rearward 1 3/4" Red, DS forward 2.5" discharge Purple, rearward 2.5"	
			discharge White, Front bumper 2.5" discharge Orange, Rear 2.5" discharge Blue,	
			LDH Black, & PS LDH Brown.	
327	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
328	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
329	0062586		Gauge, Water Level, Class 1, Pierce Std	1
330	0006774		Not Required, Foam Level Gauge	1
331	0654528		Light Shield/Step 8", On Scene Night Axe, P25 LED Stp Lt, Prk Brake Act	1
332	0654525		Light Shield/Step 8", PS, On Scene Night Axe 700**, P25 LED Stp Lt, Prk Brk Act	1
333	0606694		Air Horns, (2) Hadley, 6" Round, In Bumper	1
334	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
335	0016064		Control, Air Horn, Horn Ring, PS Push Button	1
336	0006058		Flasher, Alternating Air Horns	1
337	0550699		Siren, Whelen 295HFS3 Remote	1
338	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
339	0006145		Control, Elec Siren, Horn Ring, PS Foot Sw	1
340	0581959		Speaker, Whelen SA315P w/Pierce Polished Stainless Steel Grille, 100 watt	2
			Qty, Speakers - 2	
			Connection, Speaker - siren head	
341	0548457		Location, Recessed in the Front Bumper, Driver and Passenger Side	1
342	0016080		Siren, Federal Q2B	1
343	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - c) center	
344	0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
345	0607642		Lightbar, Whelen, Freedom IV-Q, 72", RRRR__WOptW__RRRR	1
			Opticom Priority - b) High	
			Opticom Activation - Roof Light w/Out E-Master	
			Momentary Opticom Activation - DS & PS Switch	
			Filter, Whl Freedom Ltbrs - Colored Filters	
346	0641779		Bracket, Lightbar, Forward Offset, FR Raised Roof Cab	1
347	0605741		Lightbars, Whelen Freedom IV, 2-21.5", RRRR RRRR	1
			Lightbar Location, Cab/Crew Cab - c)over the cab doors	
			Filter, Whl Freedom Ltbrs - Colored Filters	
348	0016380		No Additional Lights Req'd, Side Zone Upper	1
349	0076796		Lights, Front Zone, Whelen 60*02F*R LED, In Common Bezel	1
			Color,WhlIn Sup600 LED - a) rd/rd	
350	0629013		Light, Front, Roto Ray 4000W, PAR46 LED, Btw Grille & Wndshd,Chrom	1
			Hsing,Sab/Enf	
			Color, Roto Ray LED, 1 - Red/Clear	
			Color, Roto Ray LED, 2 - White/Clear	
			Color, Roto Ray LED, 3 - Red/Clear	
351	0076753		Lights, Side Zone Lower, Whelen 60*02F*R LED, Over 25 Foot Gap, 3pr	1
			Location, Lights Frt Side - b)each side bumper	
			Flange Kit, 4pr - w/3 pr flange kits	
			Color,WhlIn Sup600 LED,BCK - a) rd/rd	
			Color,WhlIn Sup600 LED,FRT - a) rd/rd	
			Color,WhlIn Sup600 LED,MID - a) rd/rd	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
352	0076814		Lights, Rear Zone Lower, Whelen 60*02F*R LED, For 3 or 4 Bezel	1
			Color,WhlIn Sup600 LED - a) rd/rd	
353	0036676		Light, Rear, One, Recessed to Clear Ladder Rack Arm	1
354	0078133		Lights, Rear, Whelen Super 600 LED, pair	1
			Location, Rear Lights - Below hosebed	
			Qty, Lights, Pair - 1	
			Flange Kit - w)with flange	
			Control, light - a) rear upper warning	

Line	Option	Type	Option Description	Qty
354			Color,WhlIn Sup600 LED - c) am/am	
355	0647024		Light, Rear Zone Upper, Whelen Rota-Beam R316RF LED Beacon, Red LED, Red Lens	1
356	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
357	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
358	0519934		Not Required, Brand, Hydraulic Tool System	1
359	0649753		Not Required, PTO Driven Hydraulic Tool System	1
360	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
361	0532883		NFPA Required Loose Equipment, Pumper, Provided by Fire Department	1
362	0540114		Soft Suction Hose, Provided by Fire Department, Pumper NFPA Classification	1
363	0027023		No Strainer Required	1
364	0533269		Extinguisher, Dry Chemical, Pumper NFPA Class, Provided by Fire Department	1
365	0533278		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA, Provided by Fire Dept	1
366	0532921		Axe, Flathead, Pumper NFPA Classification, Provided by Fire Department	1
367	0532924		Axe, Pickhead, Pumper NFPA Classification, Provided by Fire Department	1
368	0559573		Paint, Single Color, Custom	1
			Paint Color, Predefined - #10	
369	0646897		Paint Chassis Frame Assy, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Black	
370	0693797		No Paint Required, Aluminum Front Wheels	1
371	0693792		No Paint Required, Aluminum Rear Wheels	1
372	0007230		Compartment, Painted, Spatter Gray	1
373	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - n) ruby red	
			Color, Reflect Band - C - y) ruby red	
374	0007356		Reflective across Cab Face	1
375	0562399		Stripe, Chevron, Rear, Reflective, Non-NFPA Colors, Pumper	1
			Color, Reflect Band - A - c) ruby red	
			Color, Reflect Band - B - l) white	
376	0017359		Stripe, Black Outline, Vinyl on Reflective Band	3
			Qty, - 03	
377	0667279		Stripe, Reflective, Chevron, Hydraulic Ladder Rack Arm, Frt and Rear	1
			Location - PS hydraulic ladder rack pivot arm.	
			Qty, - 01	
378	0512024		Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1
			Color, Reflect Band - A - c) ruby red	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - a) white	
379	0022087		"Z" Ribbon, w/Shade in Reflective Stripe, Pair	1
			Qty, - 1	
			Location, Z Ribbon - body	
380	0547458		Reverse Cut Reflective, Cab Doors Interior	1
			Color, Reflect Band - A - c) ruby red	
381	0017773		Stripe, Gold Leaf, Side of Body, Over Fender Only, Single Axle	1
382	0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
383	0027285		Stripe, Gold Leaf, Side of Cab, Low and Over Fender	1
384	0027372		Lettering Specifications, (GOLD STAR Process)	1
385	0686434		Lettering, Gold Leaf, 3.00", (21-40)	1
			Outline, Lettering - Outline and Shade	
386	0685992		Lettering, Reflective, 10.00", (1-20)	1
			Outline, Lettering - Outline and Shade	
387	0686013		Lettering, Reflective, 6.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline and Shade	
388	0686042		Lettering, Reflective, 2.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline	
389	0655896		Sign Kit, Painted, Holder and Insert, Each	3
			Location - Crew Doors, & rear lower bulkhead PS.	
			Qty, - 03	

Line	Option	Type	Option Description	Qty
389			Size - 9.0" height X 16.00" wide X 1/8" depth.	
390	0516701		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
391	0564016		Emblem, Helmet Logo w/Gold Leaf Lettering, 10" America's Bravest	1
			Qty, - 1	
			Location, Emblem - Rear roll-up door.	
392	0017273		Emblem, Maltese Cross, Gold Leaf, 12"-14", Pair	1
			Qty, - 01	
			Location, Emblem - Center of driver & officer door.	
393	0666414		Emblem, Freedom Flag, Each	2
			Qty, - 02	
			Location, Emblem - One (1) each side of cab.	
			Size, Flag - 12" - 14"	
394	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
395	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
396	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
397	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
398	0595239		(No Pick Required)	1
399	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
400	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
401	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
402	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
403	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
404	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
405	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
406	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
407	0695416		Warranty, Pierce Camera System, WA0188	1
408	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
409	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
410	0685945		Warranty, Transmission Cooler, WA0216	1
411	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
412	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
413	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
414	0639211		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
415	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
416	0641372		Warranty, Foam System, Not Available	1
417	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
418	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
419	0683627		Certification, Vehicle Stability, CD0089	1
420	0633799		Certification, Engine Installation, Enforcer, Detroit DD13, 2013, CD0129	1
421	0686786		Certification, Power Steering, CD0098	1
422	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
423	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
424	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
425	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
426	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
427	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
428	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
429	0545073		Amp Draw Report, NFPA Current Edition	1
430	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
431	0000018		PUMPER, 2ND GEN	1
432	0000012		PIERCE CHASSIS	1
433	0562778		DD13 ENGINE	1
434	0046396		EVS 4000 Series TRANSMISSION	1
435	0020012		HALE PUMP	1
436	0020009		POLY TANK	1
437	0028047		NO FOAM SYSTEM	1
438	0020006		SIDE CONTROL	1
439	0020007		AKRON VALVES	1
440	0020014		FRONT SUCTION	1
441	0020015		ABS SYSTEM	1

Line	Option	Type	Option Description	Qty
442	0658751		Manufacturing Attribute	1

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Board") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety vehicles (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the

Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$992,808.00; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten (10) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 1.835% per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing

and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

SO RESOLVED, this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

Coty Thigpen, City Clerk

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. _____ the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Coty Thigpen, City Clerk

(SEAL)

BOVIS KYLE

BOVIS, KYLE, BURCH & MEDLIN

ATTORNEYS AT LAW

C. SAM THOMAS, P.C.
ALPHARETTA CITY ATTORNEY
cst@boviskyle.com

200 ASHFORD CENTER NORTH
SUITE 500
ATLANTA, GEORGIA 30338-2668

DIR LINE (678)338-3904
TEL 770.391.9100
FAX 770.668.0878

February ____, 2016

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. ____, dated February ____, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February ____, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February ____, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee; (b) an executed counterpart of Schedule of Property No. ____, dated February ____, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "Original Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Original Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "Equipment"); (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of February ____, 2016 (the "Escrow Agreement"), among Lessor, Lessee and _____, as Escrow Agent; (d) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule, the Escrow Agreement and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "Additional

Schedule") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; (e) the Assignment of Vendor Contract dated as of February ____, 2016, among Lessor, Lessee and [Vendor] and (f) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "Lease." Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "Additional Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease, the Escrow Agreement and each Additional Lease and to perform its obligations under the Lease, the Escrow Agreement and each Additional Lease.

3. The Lease, the Escrow Agreement and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, each of the Lease and the Escrow Agreement constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance

with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease, the Escrow Agreement and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, the Escrow Agreement or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement, the Lease or the Escrow Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Banc of America Public Capital Corp
February _____, 2016
Page 4 of 4

Dated: _____

By: _____
C. Sam Thomas, P.C.
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770) 391-9100

2008653

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the “*Agreement*”) dated as of February __, 2016, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (“*Lessor*”), and the City of Alpharetta, a body politic and corporate created and existing under the laws of the State of Georgia (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease, purchase and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Fund is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Fund.

“*Contract Rate*” means, with respect to each Lease, the rate identified as such in the related Schedule.

“*Equipment*” means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided that* (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“*Escrow Agreement*” means, with respect to each Lease for which an Escrow Fund is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Fund is established and administered.

“*Escrow Agent*” means, with respect to each Lease for which an Escrow Fund is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

“*Escrow Fund*” means, with respect to any Lease, the fund established and held by the Escrow Agent pursuant to the related Escrow Agreement.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under

such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“*Lease*” means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule.

“*Lease Proceeds*” means, with respect to each Lease for which an Escrow Fund is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

“*Lease Term*” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments and other amounts due thereunder) and any related Escrow Fund pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“*Material Adverse Change*” means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc, or Standard & Poor’s Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“*Original Term*” means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Payment Schedule*” means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“*Prepayment Price*” means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in Section 10.01 hereof.

“*Renewal Terms*” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after

the end of the Original Term and each having a duration of one year and a term coextensive with each successive Lessee's fiscal year; *provided* that the final such renewal term shall commence on the first day of the last fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"*Rental Payment Date*" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"*Rental Payments*" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"*Schedule*" means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

"*State*" means the State of Georgia.

"*Taxable Rate*" means, with respect to each Lease, the rate identified as such in the related Schedule.

"*Vendor*" means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all

requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than 30 days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any

person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and the Escrow Fund and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor leases, sells and transfers to Lessee, and Lessee acquires, purchases and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to

obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment at the location(s) to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) If an Escrow Fund is to be established with respect to such Lease, an Escrow Agreement substantially in the form set forth in *Exhibit I* hereto, executed by Lessee and the Escrow Agent;
- (iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-1*;
- (iv) A copy, certified as full, true and correct by the Clerk or Secretary or other comparable officer of Lessee, of a resolution, ordinance or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement and each Lease and related Escrow Agreement entered into pursuant hereto and performance by Lessee of its obligations under each Lease and related Escrow Agreement entered into pursuant hereto;
- (v) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D*, respecting this Agreement and each Lease and Escrow Agreement entered into pursuant hereto;
- (vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) If Lessee has designated the Lease then being entered into as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G/GC with respect to the Lease then being entered into, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xi) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lessor’s interest thereon;

(xii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xiii) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the dated date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect shall be threatened and (iv) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior

expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(x) hereof), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Fund is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent as provided in the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within 10 days of its due date, Lessee shall pay an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in

this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment, disputes with the Vendor of any Equipment or Lessor, any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Fund under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Fund under any Escrow Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Fund, any funds not applied to Equipment Costs and remaining in such Escrow Fund on the earlier of (a) the expiration of the applicable Acquisition Period and (b) the date on which Lessee delivers to the Escrow Agent the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Fund shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the unpaid principal balance of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Fund has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall deliver Disbursement Requests to the Escrow Agent pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Fund to pay (or reimburse) Equipment Costs for the Equipment acquired and pursuant to such Lease.

(b) Lessee shall deliver to Lessor, or to an Escrow Agent if an Escrow Fund has been established with respect to the related Lease, original invoices (and proof of payment of such

invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Escrow Fund, Lessor shall, upon receipt of the Final Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it will maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing under a Lease in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Fund and (c) any and all proceeds of any of the foregoing. Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment subject to such Lease, any related Escrow Fund and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor in its discretion from any party

taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the “*Replaced Equipment*”) pursuant to this Section, the replacement equipment (the “*Replacement Equipment*”) shall be of new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying such Prepayment Price shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee’s acquisition of the Equipment under each Lease shall be on an “as is” basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee’s use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay all, but not less than all, its obligations under a Lease, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the applicable Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the related Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid balance as set forth in such Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or 60 days after the casualty event) upon payment in full to Lessor of the sum of (i) any Rental Payment then due under such Lease *plus* (ii) the then applicable Outstanding Balance *plus* (iii) all other amounts then owing hereunder or, in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (x) the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (y) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (z) all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After payment of the applicable Prepayment Price and all other amounts owing under a Lease, Lessor's security interests in and to the Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease and its security interest in the Equipment subject to the related Lease and in any related Escrow Fund, and all proceeds therefrom, may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or subassignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing a Lease (or any interest therein) for its own account with no present intention to resell or distribute such Lease (or interest therein), subject to each investor's right at any time to dispose of the related Lease or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under a Lease or the creation of any interest in a Lease in an aggregate principal component that is less than the lesser of \$100,000 or the then aggregate unpaid principal component of such Lease and (iii) shall not require Lessee to make Rental Payments, send notices or otherwise deal with respect to matters arising under a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the rights and interests of Lessor under the related Lease and Escrow Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee

shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or a Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the Escrow Fund, or all rights in, to and under the Escrow Agreement. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Fund relating thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified therein or (ii) maintain insurance as required under such Lease (including Section 7.02 incorporated therein);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or such Lease on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if

such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of \$100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to such Lease and apply any proceeds in the Escrow Fund thereunder to the Rental Payments due under such Lease; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or the Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to such Lease or with respect to the related Escrow Fund.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009

Attention: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate
Exhibit C-2	—	Form of Authorizing Resolution
Exhibit D	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Form of Escrow and Account Control Agreement

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “Agreement”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	LOCATION
2	Pierce Enforcer Pumper	To be provided with Final Acceptance Certificate	[Base Address]

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the “Commencement Date”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to [Resolution No. _____] [Ordinance No. _____], approved on _____, 2016; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is \$992,808. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee and the Vendor Agreement Assignment (as defined below) in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than February [___], 2017.

7. *Lease Term.* The Lease Term shall consist of the Original Term and ten (10) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2025, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2016

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 1.83% per annum. The Taxable Rate for this Schedule is 2.9314% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Alpharetta, Georgia
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

Dated: February __, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature page to Schedule of Property No. 1]

EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest	Principal	Prepayment Price
2/18/2016				992,808.00
11/1/2016	109,196.28	13,072.90	96,123.38	896,684.62
11/1/2017	109,196.28	16,800.74	92,395.54	804,289.09
11/1/2018	109,196.28	15,069.57	94,126.71	710,162.38
11/1/2019	109,196.28	13,305.97	95,890.31	614,272.06
11/1/2020	109,196.28	11,509.32	97,686.96	516,585.10
11/1/2021	109,196.28	9,679.00	99,517.28	417,067.82
11/1/2022	109,196.28	7,814.40	101,381.88	315,685.94
11/1/2023	109,196.28	5,914.85	103,281.43	212,404.51
11/1/2024	109,196.28	3,979.72	105,216.56	107,187.95
11/1/2025	109,196.28	2,008.33	107,187.95	0.00
TOTAL	1,091,962.80	99,154.80	992,808.00	

*Lease may be prepaid without penalty on any Rental Payment Date, commencing November 1, 2016.

EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia (“*Lessee*”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (the “*Agreement*”) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the “*Schedules*”), each between Lessee and Banc of America Public Capital Corp (“*Lessor*”), and the Assignment of Vendor Contract dated as of February __, 20-16, among Lessor, Lessee and [Vendor] (collectively, the “*Operative Agreements*”), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
<u>Bob Regus</u>	<u>City Administrator</u>	_____
<u>Thomas G. Harris</u>	<u>Finance Director</u>	_____
	<u>Budget/Procurement</u>	
<u>Shawn Mitchell</u>	<u>Manager</u>	_____

Dated: _____

By: _____

Name: _____

Title: Clerk, City of Alpharetta, Georgia

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the “*Agreement*”), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the “*Schedule*”) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: February __, 2016

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February __, to Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

In connection with the above-referenced Schedule of Property (the “*Schedule*”), the City of Alpharetta (the “*Lessee*”) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the “*Equipment*”). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee’s self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee’s self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee’s self-insurance liabilities is \$_____. [Amounts paid from the Lessee’s self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of the City of Alpharetta, Georgia (the “Lessee”) certifies in connection with Schedule of Property No. _____, dated February __, 2016, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (such Schedule of Property and incorporated terms and provisions are herein referred to as the “Lease”), each between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not “private activity bonds” as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP (“Assignor”) hereby gives notice that, as of February __, 2016, it has assigned and sold to _____ (“Assignee”) all of Assignor’s right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the “Schedule”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (the “Agreement”), each between Assignor and the City of Alpharetta, Georgia (“Lessee”), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor’s right, title and interest in the Equipment listed in the Schedule and all of Assignor’s right, title and interest in, to and under the Escrow and Account Control Agreement dated as of February __, 2016 (the “Escrow Agreement”), among Lessee, Assignor and Deutsche Bank Trust Company Americas, as Escrow Agent, together with the Escrow Fund related thereto (collectively, the “Assigned Property”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Lease” means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “Lease” specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rents Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	\$ _____

4. The Lease remains in full force and effect, has not been amended and no event of default (or event which with the passage of time or the giving of notice or both would constitute a default) or threatened non-appropriation has occurred thereunder.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF ALPHARETTA
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

STATE OF GEORGIA LEASE RIDER
To

SCHEDULE OF PROPERTY NO. 1 DATED _FEBRUARY __, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY __, 2016, AS
AMENDED

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
City of Alpharetta, Georgia 30009

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, “Lease” shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the “Master Lease”).

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however,* that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however,* that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor’s title and Lessee’s beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor’s or Lessee’s

creditors and other persons, and keep all Equipment under each Lease free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. *Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions.* (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. *Certificate of Compliance with Georgia Law.* Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this ____ day of February, 2016.

LESSEE:
CITY OF ALPHARETTA, GEORGIA

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO

THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this ____ day of February, 2016.

LESSEE: City of Alpharetta, Georgia

By: _____
Name: _____
Title: _____



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Public Works
Submitted By: Richard Boston, Civil Engineer
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: FY2016 CURED-IN-PLACE PIPE (CIPP) LINING PROJECT

II. RECOMMENDATION:

Please award Bid No. 16-008 to IPR Southeast (IPR) in the amount of \$279,388.00 for the 2016 Cured-in-Place Pipe (CIPP) Lining Project at various locations throughout 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: \$279,388.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Pipe/Stormwater Structures / 30141100-541430-C1308	\$279,388.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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, over ten miles of pipe has met or exceeded its life expectancy and is in need of repair. Through the City's stormwater inspections, various pipe systems throughout the City have been identified as needing repairs. While relatively new to Alpharetta, the trenchless system of lining pipes has been recognized as being the most efficient way of making repairs while minimizing the impacts on our citizens and prolonging the life expectancy of the pipe systems by another 50 years.

The following locations have been identified and prioritized based on pipe size, location, and impacts to the citizens in the event of a failure.

	Location	Size (in)	Length (ft)
1	Lantern Ridge	30	396
2	Lantern Ridge	24	34
3	Lantern Ridge	24	169
4	Dover Avenue	24	32
5	Dover Avenue	30	46
6	Dover Avenue	30	308
7	Dover Avenue	24	33
8	Dover Avenue	30	126
9	Lantern Ridge	18	31
10	Oakmere	24	258
11	Providence Square	18	203
12	Surrey Point	18	36
13	Surrey Point	18	66
14	Surrey Point	18	33
15	Surrey Point	18	106
16	Shady Grove Lane	30	106

17	Pebble Trail	24	124
18	Salem Drive	18	33
19	Princeton Court	18	98
20	Princeton Court	18	67
21	Colony Drive	18	172
	Total		2477

The project was advertised for competitive bids on December 17, 2015. Bids for the project were received on January 14, 2016 and the City received a total of six bids from the following:

IPR Southeast	\$279,388.00
Chase Plumbing & Mechanical	\$317,666.00
Dale Beasley Construction	\$320,275.00
Layne Inliner	\$361,499.00
VacVision Environmental	\$428,387.00
Southeast Pipe Survey	\$662,236.00

The low bidder, IPR, is a nationally recognized contractor specializing in various types of pipelining including the Cured-in-Place Pipe (CIPP) method. They have worked throughout Metro Atlanta and currently hold on-call contracts with the City of Dunwoody and Gwinnett County.

Staff met with IPR on January 21, 2016 to review the scope of work and the City's expectations. Staff noted the difference between IPR's bid and the other bids. While the bid totals are varied, the price differences for the individual locations did not vary significantly. IPR noted the fact they are local to Metro Atlanta and their years of experience performing this type of work attributes to their efficiency and ability to perform the work at a lesser cost than their competitors. IPR verified that they could complete the project for the bid amount and within the allocated time frame; therefore, Staff determined IPR to be the lowest responsive and responsible bidder.

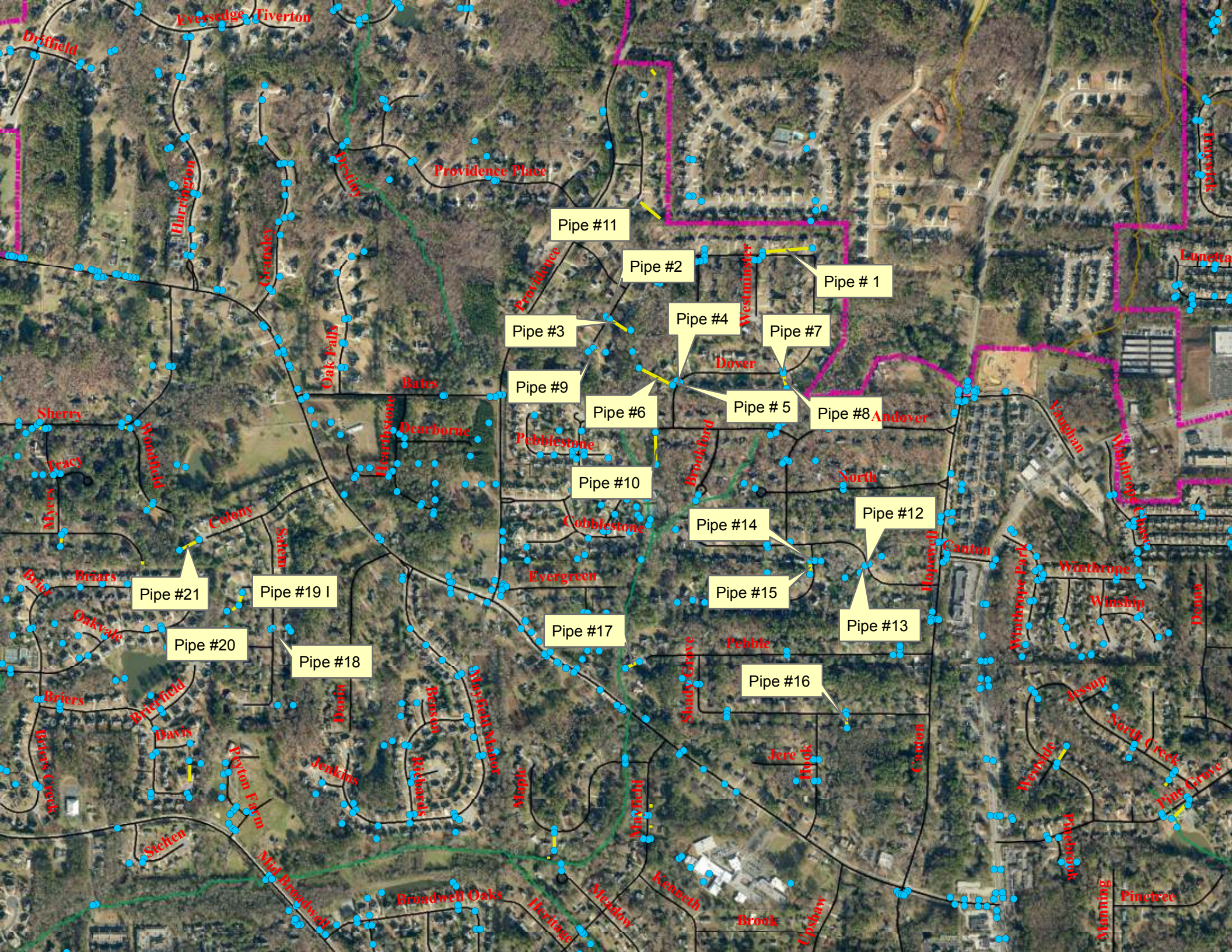
Once a contract with IPR Southeast has been finalized, executed and an NTP is issued, work can begin immediately. The bid documents allow for the work to be completed within 90 days. IPR has indicated they can complete the work in approximately four weeks, with weather permitting.

V. ALTERNATIVES:

NONE

VI. ATTACHMENTS:

Location Map





City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard, Assistant City Administrator
Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: UPDATE TO PERSONNEL POLICIES: BEREAVEMENT LEAVE

II. RECOMMENDATION:

Staff recommends approval of the requested update to the City of Alpharetta Personnel Policy on Bereavement Leave as presented and making the updated policy immediately effective upon approval.

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 ARE NO FISCAL IMPACTS
RESULTING FROM ADOPTION OF THE RECOMMENDED POLICY
UPDATE.

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 current City of Alpharetta personnel policy addressing bereavement leave states in part:

Paid bereavement leave will be granted to regular full time and regular part-time employees due to the death of a member of their immediate family as follows:

- *For Police and Fire Sworn Personnel: Employees will be granted 24 consecutive scheduled work hours.*
- *For All Other Employees: Employees will be granted 3 consecutive scheduled work days.*

Due to a clerical error that was not identified prior to adoption, the policy as currently written could result in employees of the Department of Public Safety – 911 Division being absent from work for a full week due to bereavement leave. This is because, like our Police Officers, the City's 911 Communications Officers work 12-hour shifts with scheduled days off in between.

Human Resources proposes to correct the text of the policy on bereavement leave by restating the aforementioned portion of the policy as follows:

Paid bereavement leave will be granted to regular full time and regular part-time employees due to the death of a member of their immediate family as follows:

- *For Police, Fire Sworn Personnel, 911 Communications Officers, and any other employee whose standard scheduled shift is of a duration of 12 or more hours: Employees will be granted 24 consecutive scheduled work*

hours.

- *For All Other Employees: Employees will be granted 3 consecutive scheduled work days.*

This change would make the policy be consistent with the original intent and ensure parity among our employees.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: February 1, 2016

I. AGENDA ITEM TITLE: UPDATE: MARTA ROUTE AND FARE CHANGES

II. RECOMMENDATION:

III. REPORT IN BRIEF:

A MARTA representative will brief Council on proposed route updates and fare changes.

An Open House providing related materials with MARTA staff available to answer questions from the public will occur at 7:00 PM prior to the Council meeting.

Additional information can be found at the MARTA website: <http://itsmarta.com/public-hearing-and-meetings.aspx>

IV. ALTERNATIVES:

V. ATTACHMENTS: