



City Council Meeting NOVEMBER 14, 2016

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS

A. Roopsha Bandopadhyay (Alpharetta's Wildside Project)

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 11/07/2016)

VI. PUBLIC HEARING

A. MP-16-11/CLUP-16-07/Z-16-09 Sharp Residential Townhomes/Windward Pod 20A

This item was deferred by the Applicant. It will not be heard on November 14, 2016.

Consideration of a request to rezone approximately 13.7 acres from O-I (Office-Institutional) and CUP (Community Unit Plan) to CUP in order to develop 95 townhomes. An amendment to the Windward Master Plan Pod 20A to add 'Dwelling, 'For-Sale' Attached' to the list of permitted uses is requested, as well as, a change to the Comprehensive Land Use Plan from 'Corporate Campus Office' to 'High Density Residential'. The property is located behind Union Hill Park at the southwest corner of McGinnis Ferry Road and Union Hill Road and is legally described as being located in Land Lots 1038, 1039, 1048 & 1049, 2nd District, 1st Section, Fulton County, Georgia.

B. MP-16-13/Z-16-11/CU-16-19/V-16-25 TPA Fuqua Development/Peridot

This item was deferred by the Planning Commission and will be neither heard nor considered during this meeting. It is scheduled for hearing by the Planning Commission on December 01, 2016.

Consideration of a request to amend the Peridot (A.K.A. MetLife) Master Plan to allow 430 'For-Rent' residential units, 70 'For-Sale' townhome units, 51,200 square feet of retail/restaurant use, 664,400 square feet of office use, and up to a 200-room hotel. The master plan amendment also includes changes to previous conditions of zoning. A rezoning is requested on 15.51 acres from O-I (Office-Institutional) to MU (Mixed-Use) and conditional uses to allow 'Dwelling, 'For-Rent' use and a bank or savings and loan use. A variance is requested to eliminate the requirement for retail under 'For-Rent' residential use on 2 sides of each 'For-Rent' building. The property is located on the west side of Haynes Bridge Road south of Lakeview Parkway and is legally described as Land Lots 744, 745, 752, and 753, 1st District, 2nd Section, Fulton County, Georgia.

C. MP-16-12/CLUP-16-08 Cousins Westside PODF

Consideration of a request to amend the Cousins Westside Master Plan Pod F to add 'Dwelling, 'For-Sale' Detached' and 'Dwelling, 'For-Sale' Attached' to the list of permitted uses in order to develop 36 single-family detached homes, 33 townhomes, and 20 manor homes. A Comprehensive Land Use Plan amendment is requested from 'Corporate Campus Office' to 'High Density Residential'. The property is located between Westside Parkway and Encore Parkway, just west of Maxwell Road and is legally described as Land Lots 651, 652, 689, and 690, 1st District, 2nd Section, Fulton County, Georgia.

D. PH-16-12 Tree and Landscape Ordinance Amendments

Consideration of text amendments to the UDC to consolidate landscape and tree requirements into one location within the UDC, clarify and simplify certain requirements to provide for ease of use and implementation, and provide incentives and options to save trees during land development.

E. e. PH-16-08 Unified Development Code - Text Amendments

Consideration of text amendments to the Unified Development Code including Spa Services, North Point Activity Center Guidelines, as well as other amendments.

VII. OLD BUSINESS

A. History Room Construction Services

This item was tabled at the October 24, 2016 Council Meeting and will need to be removed from the table to discuss.

VIII. NEW BUSINESS

A. City Project Management Services, RFQ 17-1007

B. On-Call Storm Structure and Drainage Repairs

C. Wills Park Pool Renovation Project – Phase 2 (Master Planning)

D. Facilities/ROW Landscape Maintenance and On-Call Landscape Installation services

IX. PUBLIC COMMENT

X. REPORTS

XI. ADJOURNMENT TO EXECUTIVE SESSION



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

"ROOPSHA BANDOPADHYAY"

WHEREAS: *Roopsha Bandopadhyay has been a volunteer in Alpharetta for many years; and*

WHEREAS: *Roopsha has been in Girl Scouts since kindergarten (2004) and worked on many service projects as she moved through the Girl Scout ranks. She loves to play piano which she started when she was only five; and truly loves nature and the out-of-doors; and*

WHEREAS: *Roopsha is a very special, smart and talented young lady who chose to work with 'Alpharetta's Wild Side' which is a community project committed to helping Alpharetta become certified as an excellent community where people and wild life can flourish; and*

WHEREAS: *as her service project for Girl Scouts, Roopsha compiled an in-depth notebook explaining 'Alpharetta's Wild Side' project; and how the city must conduct community workshops and projects related to wildlife and gardening to become certified; and*

WHEREAS: *the focus of the project is to use native plants as habitats for pollinators and other neighborhood-friendly animals; and*

NOW THEREFORE, we, the Mayor and City Council for the City of Alpharetta, Georgia, do hereby thank and applaud "**Roopsha Bandopadhyay**" for all her hard work and diligence in helping "Alpharetta's Wild Side" to get this certification; and for her desire to connect people and the natural world; and improve the Eco System for all.

Proclaimed this 14th day of November, 2016.



David C. Belle Isle, Mayor

Coty Thijsen, City Clerk



OFFICIAL MINUTES OF
CITY COUNCIL MEETING
ON NOVEMBER 7, 2016
CITY HALL – 2 PARK PLAZA
6:30PM

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 and on line at the City web site.

I. CALL TO ORDER

- Mayor Belle Isle called the meeting to order at 6:32 p.m.

II. ROLL CALL

- Council Members
 - David Belle Isle (Mayor)
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Staff
 - Bob Regus, City Administrator
 - Kathi Cook, Director of Community Development
 - Michael Woodman, Senior Planner

- James Drinkard, Asst. City Administrator
- Gary George, Director of Public Safety
- Tom Harris, Director of Finance
- Coty Thigpen, City Clerk
- Sam Thomas, City Attorney

III. PLEDGE TO THE FLAG

- Boy Scout Troop 429 led the Pledge of Allegiance

IV. PROCLAMATIONS

- A. Retired Educator's Day
- B. Pancreatic Cancer Awareness Month
- C. Veteran's Day

V. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 10/24/2016)
- B. Alcoholic Beverage License Application
 - 1. PH-16-AB-26: Feng's
House, Inc. d/b/a
Lobster House
10890 Haynes Bridge Road
Consumption on Premises: Liquor / Beer / Wine / Sunday Sales
- C. Financial Management Report: Month Ending September 30, 2016

- ❖ Council Member Gilvin requested to remove the Financial Management Report from Consent Agenda
- ❖ Council unanimously approved the Consent Agenda with the exception of the Financial Management Report, which will be heard later in the meeting

VI. PROJECT UPDATES

A. Conference Center

- Mr. Regus introduced consultant, Jim Stormont, to make a presentation on the progress of the Avalon Hotel and Conference Center

VII. NEW BUSINESS

A. Financial Management Report: Month Ending September 30, 2016

- Council Member Gilvin asked questions of staff in regard to expenditures listed in the report

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve the Financial Management Report
 - The motion received a second from Council Member Mitchell
 - The motion was approved 7-0

B. Northpoint LCI Grant Funding

- Senior Planner, Michael Woodman, came forward to present this item on behalf of staff
- The Atlanta Regional Commission (ARC) established the 'Livable Centers Initiative' program to encourage the development of plans that link transportation improvements to land use projects. The ARC's objective was to encourage and support sustainable and livable communities that complement regional development policies.
- In 2007, the City was awarded an LCI grant to study the North Point Activity Center, an area generally bounded by the land between Haynes Bridge Road, Mansell Road, North Point Parkway and Westside Parkway. The North Point Activity Center LCI was adopted in 2008 with a vision for a walkable, mixed-use village. This vision relies heavily on a series of transportation improvements that are needed to sustain and enhance the North Point area well into the future.
- The City approved the 5-year minor update to the LCI in 2012, which included a 5-year work program and report of accomplishments. The 5-year update is a requirement to remain eligible for future grant funding, with a major update to the LCI required every 10-15 years.
- The 5-year minor update to the LCI is due in 2017 and Staff recommends a supplemental study focused on the North Point area to promote development and redevelopment, as well as to get buy-in to the LCI vision. While the City has seen development interest within North Point Activity Center LCI, interest has not always been consistent with the vision of the LCI. As development and redevelopment occur in the North Point Parkway corridor, it will be important that stakeholders are aware of the vision for the area.
- Staff is requesting to seek ARC funding for the supplemental study. ARC offers grant funding, through the USDOT Surface Transportation Program, for supplemental studies with a commitment from the local jurisdiction to implement the plan and commit 20% matching funds.

- Staff has completed ARC's Supplemental Study Funding Application and would like to conduct a sector area plan for the North Point area of the North Point Activity Center LCI. The intent of the study will be to establish policies for transforming an auto-oriented suburban development pattern into a village center of businesses and residences where people walk to work, shopping, transit, and recreation. The study will address street and block design to promote connectivity between land uses, the Big Creek Greenway, multi-modal facilities and public spaces. A creative and efficient street and block design will be developed as a means to promote development and redevelopment in the area. The supplemental study tasks will include:
 - Data Collection & Research – Collect demographic profile and business/housing/jobs data, as well as information from various area plans, including the LCI, master plans, Blueprint North Fulton, Comprehensive Plan, etc.
 - Market Study – Conduct a market study to determine the current and future needs and viability of various land uses within the area.
 - Public Input/Survey – Gather public input through meetings, design charrette, and/or surveys to ensure buy-in from stakeholders.
 - Analysis – Analysis of data, research, market study, results of public input and surveys.
 - Plan Recommendations – Identification of street and block design, typical cross-sections, project list, policy recommendations, and a LCI report of accomplishments (LCI Minor Update).
 - Final Document
- As required by the application, Staff has included an estimated total cost for the supplemental study. Staff estimates the study to cost \$125,000.00, with the City's 20% match being \$25,000.00.
- ARC's deadline to submit the funding request is November 18, 2016.
- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve the Resolution
 - The motion received a second from Council Member Owens
 - The motion was approved 7-0

VIII. WORKSHOP

A. Project Concept Introduction: The Loop

- Director of Community Development, Kathi Cook, came forward to present the conceptual design for the City project known as "The Loop" which will be a series of connected multi-use paths linking key activity centers within the community.
- Matt Wilder, from Pond and Company, walked through some additional details of the project

B. COPS Network Pilot Program

- Director of Public Safety, Gary George and Captain Scott Mechler came forward to present this item on behalf of staff
- The Crime Free Multi-Housing Program ("Crime Free Housing Program") is a partnership in which City law enforcement officers train owners of apartment or rental communities (and/or the property managers who serve as the owners' agents) in elements of crime prevention. Primary function of the Crime Free Housing Program and other City community policing programs, such as PACT (Police and Citizens Together) and Business Watch, is to create two-way communication systems between residents, businesses or other community stakeholders and City police officers in order to keep residents and other members of the community informed, identify issues and concerns in communities, facilitate open communication and information sharing with police officers, and create collaborative partnerships.
- In order to further the purposes of these collaborative partnerships, the City has developed a pilot program called the "COPS Network" (Criminal Observation and Protection System Network), which is designed to enhance communications systems and implement sharing between City law enforcement and community partners through the implementation of fixed license plate recognition (LPR) systems.
- Three apartment communities have been identified as locations within the City of Alpharetta that have suffered from both burglaries and entering auto crime and have agreed to partner with the City on LPR systems to prevent, detect, and reduce criminal activity in their communities.
- Information captured by the LPR systems will be used to enhance security at the apartment communities by notifying property managers of unwanted vehicles and providing alerts to law enforcement authorities of vehicles that may pose a threat to public safety. Additionally, the apartment communities' use of the LPR system will allow the City to access and analyze the data for law enforcement purposes. The LPR system does not gather personal information such as names, addresses, or vehicle owner information; instead it gathers the vehicle license plate, date, time, and location of occurrence. This information can be combined with the facts of a criminal act, such as a burglary, along

with information only available to law enforcement officers through the Georgia Criminal Information Center, to identify suspects of crimes.

- While the implementation of LPS systems can be a tremendous asset in the investigation and deterrence of crime, it is critical that the initiative be managed in a conscientious and transparent manner designed to further enhance our positive relationship with the community. The addition of LPS systems to the current programs and strategies initiated by the Public Safety Department to investigate and deter crime, if properly managed and used for legitimate law enforcement purpose, could be instrumental as a force multiplier in our effort against crime.

Recommended LPR Solution

Implementation of a pilot project involving the installation of LPR systems at three privately owned apartment complexes. These systems will remain the property of the City of Alpharetta Department of Public Safety and can be moved to other locations in the future as needed.

Recommended LPR Technology Partner

Cintel LLC is the City's sole source provider of LPR technology for the COPS Network initiative.

LPR System Costs

Costs for this initiative total \$79,560.19 and includes the following:

\$ 71,125.19 - LPR Equipment purchase/installation thru Cintel LLC (paid by the City).

\$ 6,635.00 - LPR Software licenses/support (year 1 costs - Apartment Communities' obligation paid by the City in-lieu of a license fee for the use of the Apartment Communities' property to house the LPR Equipment). Future year software license/support costs are estimated at \$4,000 annually and would be funded in the same manner as provided above.

\$ 1,800.00 - Cellular Air Cards and service (total for three locations/12-months of service).

C. Dangerous Driving Education Program

- Director Gary George and Captain Trent Lindgren came forward to present this item on behalf of staff
- The Department of Public Safety's Dangerous Driving Program was started by the Community Services Unit as an education outreach program to the local high schools. Through the efforts of the Traffic Enforcement Unit, City Court, and City Solicitor, the class morphed into a driver's safety class for under 21-year-old traffic violators. In lieu of attending a private class as a part of sentencing for traffic offenses, the under 21 offenders are given the option of attending the class put on by the police department.

- The Dangerous Driving course put on by the traffic unit has many benefits over a traditional private course. In addition to providing hands-on driver's training directly overseen by police officers, the course keeps the young adults together as a group, rather than interspersed with adults of all ages. This creates a more effective learning environment for the young adults, and provides direct benefits to the citizens of Alpharetta.
- The response of both the young adults and their parents is overwhelmingly positive. The court likes the program because it gives them a more positive way of addressing the traffic offenses of young adults.
- The Department of Public Safety would like to continue the program, but believes that the City of Alpharetta needs to collect a fee to recuperate the cost of administering the program. The program is currently put on once a month for the court, and as needed for the high school students. The time spent planning and executing the program takes officers away from their normal duties. There is currently no dedicated budget for the program and no funding to maintain the donated equipment.
- All parties directly involved have agreed in principal to a plan that will allow us to continue the program while enabling us to recover operating expenses and pay overtime to the officers who run the course.

IX. PUBLIC COMMENT

None

X. REPORTS

Mayor Belle Isle : Veteran's Day celebration will be Friday, November 11th at 6:00 p.m. at the Veteran's Memorial at City Hall

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Kennedy offered a motion to adjourn to Executive Session
 - The motion received a second from Council Member Mitchell
 - The motion was approved 7-0

Respectfully Submitted,



Coty Thigpen, City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-16-12/CLUP-16-08 COUSINS WESTSIDE POD F

CITY COUNCIL: NOVEMBER 14, 2016

This item was heard at the November 3, 2016 Planning Commission meeting. One resident spoke in opposition to the request, stating that an office use would provide needed jobs. After discussion, the Planning Commission recommended to approve the request subject to staff's recommended conditions. Vote (5-2)

II. RECOMMENDATION:

Approve MP-16-12/CLUP-16-06 Cousins Westside Pod F subject to the following conditions:

1. 'For-Sale' single-family detached and attached residential shall be a permitted use in Pod F with a maximum density of 4.48 dwelling units per acre. In order to increase park space lots 29 and 30 shall be removed.
2. Property shall be developed substantially as depicted on the zoning plan prepared by Christopher Planning & Engineering, dated 10/3/2016.
3. Public park shall be developed substantially as depicted on the park plan prepared by Pollock & Associates, dated 9/21/2016, with incorporation of specimen trees as well as green space.
4. Development shall be gated. Pedestrian access to the public park and at the 2 project entrances shall be unrestricted.
5. Development shall be subject to the Cousins Westside Design Criteria.
6. Residential structures shall be substantially similar to renderings submitted with the zoning application and marked as Exhibit A, dated 10/26/2016, with final approval by Staff.
7. Residential units along Westside Parkway and Encore Parkway shall face or appear to face those roadways and shall include pedestrian connections to the public sidewalk as approved by Staff.
8. Decks visible from the public right-of-way or the public park shall be stained or painted (no unfinished wood) as approved by Staff.
9. A pedestrian crosswalk, consisting of paver material, shall be provided on Encore Parkway between the development and Verizon Wireless Amphitheatre as approved by Staff.
10. Internal roads shall include a minimum 5' sidewalk, minimum 4' planting area with street trees, and pedestrian scale lighting.
11. Internal roads and alleys shall be heavily screened from the public right-of-way with landscaping as approved by Staff. Berms and decorative walls or fencing may be used to supplement landscape screening as approved by Staff.
12. All residential units and public park shall connect to the public sidewalk system.
13. A varied width undisturbed and/or replanted buffer (minimum 10' to 25') in the locations depicted on the site plan, shall be provided along the south property line adjacent to the fire station property. This includes landscape on the property and off-site. The applicant shall save specimen trees and significant tree groupings within the undisturbed and/or replanted buffer, as approved by the City Arborist. Side and rear setbacks may be included within the buffer. All the above as approved by Staff.
14. A 25' landscape buffer shall be provided along the north and south property line adjacent to Westside Commons and shall consist of an evergreen opaque screen.
15. 20' landscape strips shall be required along Westside Parkway and Encore Parkway.
16. A decorative, landscaped streetscape shall be provided at each project entrance and along the project entrance road from Westside Parkway.
17. Decorative Pedestrian lights shall be incorporated throughout the development and public park.
18. Developer shall dedicate the 6.0-acre public park to the City. Park shall incorporate tree save area and flat lawns in a series of tiered areas. Park improvements shall include min. 8' concrete trails, seating areas, landscaping, pedestrian lighting, benches, trash cans, art pedestals, one fountain or sculpture, on-street parking, and other improvements depicted on park plan as approved by Staff. ADA path must be accommodated within the park from the on-street parking on Encore Parkway to a seating area within the park near the open lawn. The tree save area shall be hand cleared of underbrush and replanted as approved by Staff. Park impact fees shall be provided to the developer for all improvements within the public park. No credits shall be provided for land value.

19. Site shall be graded in a series of tiers in order to have the least amount of impact to trees as approved by Staff.
20. A minimum 10% of the property shall be developed for useable open and amenity space, which may include a dog walk, trails, clubhouse, pool, and/or recreation field area.
21. Driveways shall provide a minimum 18' between garage and back of sidewalk.
22. Decorative benches, planters, kiosks, trash receptacles, bicycle racks, and other street furniture shall be incorporated throughout the development, including the public park as approved by Staff.
23. Applicant shall save trees shown to be saved on the public park plan, as well as street trees along Westside Parkway and Encore Parkway as approved by Staff.
24. Fencing visible from Westside Parkway and Encore Parkway shall be decorative as approved by Staff.
25. The developer shall be required to secure a signed acknowledgement from each property owner of the pre-existing condition related to noise from the Verizon Amphitheatre. In addition, the developer shall be required to record the same acknowledgement on the final plat and restrictive covenants.
26. An alternate design may be required to design around and preserve Specimen Trees or Trees of Quality outside the proposed tree save areas, as identified by the City Arborist. Lot yield is not guaranteed. Existing street trees along Westside Parkway shall be designed around as approved by the City Arborist.
27. Off-site tree encroachment shall be limited to no more than 20% on the critical root zone and shall require notification/approval by property owner, as approved by administrative variance.
28. All previous master plan conditions of zoning shall remain in effect.
29. A fountain or sculpture shall be provided, as required in the Cousins Westside Master Plan, at a prominent location in the public park as approved by Staff and local art committee.

III. REPORT IN BRIEF:

The applicant, Southeast Real Estate Acquisitions, LLC, is requesting an amendment to the Cousins Westside Master Plan Pod F to add 'Dwelling, 'For-Sale' Detached and Attached' as permitted uses in order to allow for the construction of 36 single-family detached lots, 33 townhome units, and 20 manor home units in a gated community on 19.869 acres. A 6.0-acre public park will be constructed in conjunction with the applicant's proposed development. The master plan amendment also includes changes to previous conditions of zoning. A change to the Comprehensive Land Use Plan from 'Corporate Campus Office' to 'High Density Residential' is requested.

IV. ATTACHMENTS:

- Site Plan
- Park Plan
- Elevations/Renderings

DISCUSSION

The submitted request, if approved, will allow a total of 89 residential dwelling units including 36 single-family detached lots, 33 townhome units, 20 manor home units and a 6.0-acre public park on a 19.869-acre property. The proposed density is 4.48 dwelling units per acre. The undeveloped property is located between Westside Parkway and Encore Parkway, just west of Maxwell Road. Cousins Westside Master Plan Pod F is zoned CUP (Community Unit Plan) and is entitled for office, retail, and hotel/convention center uses.

Surrounding properties are zoned CUP subject to the Cousins Westside Master Plan, except Fire Station #83 located to the south is zoned SU (Special Use). Master Plan pods surrounding the property include Atria North Point to the west, Verizon Wireless Amphitheater to the west and north, Westside Commons to the northeast, and Westwood Park, Parc Alphetta, and an undeveloped parcel to the east.

The applicant proposes the changes below to the Cousins Westside Master Plan conditions of zoning:

- #20. Applicant shall provide 6 acres of active park land per 1,000 people for a total of 14 acres using the estimate provided by the applicant of 2,300 persons. Revised Master Plan shall include this requirement on separate parcel identification. The land will be credited towards the CUP open space requirement of 15%, or 33 acres of open space

for the entire development. Of the required 14 acres of parks and open space, ~~6.5-acres~~ 6.0 acres shall be set aside in Pod ‘F’ between the cul-de-sac and internal parkway Road ‘A’. Additional land shall be set aside at the intersection of Westside and Maxwell Roads (at the corners of Pod ‘E’, ‘N’, ‘Q’, and at the corner of ‘C’) and at the intersection of Westside and Center Bridge Road at each corner to accommodate public art.

~~#21.——Single family detached residential shall not be included as a housing type within the master plan.~~

#78. Pod ‘H’ and ‘F’ can be gated.

The Cousins Westside Master Plan (MP-03-02) was approved on October 27, 2003 as a mixed-use development consisting of 2,000,000 square feet (SF) of office/hotel, 50,000 – 200,000 SF retail/restaurant, 500,000 SF education/cultural/recreation, 25 units/acre assisted living, townhomes, condominiums, and apartments with maximum densities of 10 – 30 dwelling units per acre. The master plan also called for 14 acres of public park land, with the stipulation that 6.5 acres of park land be set aside on Pod F. The development status and entitlements for the subject property and surrounding properties are provided in the table below.

Pod	Project Name	Status	Entitlement
F	Applicant’s Proposed Site	Undeveloped	Office, Retail, Hotel & Convention Center/Park
E	Westside Commons	Developed	Stack Flat Condominiums
N	Westwood Park	Developed	Townhomes
M	N/A	Undeveloped	Retail
L	Parc Alpharetta	Developed	Multi-Family Apartments (55+ age-restricted)
G	Verizon Wireless Amphitheater	Developed	Performing Arts Amphitheatre
H	Atria North Point	Developed	Assisted Living Facility
Other	Fire Station #83	Developed	Public Building

Master plan amendments to Pod F have been proposed on a few occasions over the years, including an amendment (MP-12-10) that was denied on January 28, 2013 to construct 80 single-family detached lots and a 2-acre public park. The request was rejected due to the plan not setting aside enough park land and concerns over noise impacts from the amphitheater. Other amendments proposing residential uses on Pod F have been submitted to the City for consideration, but were later withdrawn.

The Comprehensive Land Use Plan designation of the property is primarily Corporate Office with the western portion of the site designated Parks, Recreation, Open Space. Surrounding properties are designated High Density Residential, Public, Institutional, Education, and Commercial. The property is also located within the Tier 1 North Point Development Node as depicted on the 2035 Future Land Use Plan. The City’s Comprehensive Land Use Plan describes the North Point Activity Center Character Area in the following way:

“PRESERVE the North Point area as a regional destination for shopping, jobs and entertainment, and ENHANCE the area with improvements and new development that supports a walkable and vibrant community destination with places to shop, work, entertain and live.”

“Future development should emphasize connectivity, uses that generate a high level of activity and transit-oriented development that anticipates the extension of MARTA transit service to the area. It should reinforce a walkable, mixed-use destination supported by a range of housing types and transportation modes. It should also focus on expanding the street network, enhancing public transit service, creating a pedestrian-friendly environment by adding sidewalks and supporting bicycle use with infrastructure that makes biking safe and convenient. This complete transportation system should link adjacent residential, office and commercial areas to major destinations within the activity center or serve as a safe and convenient connection to other destinations in the community. Expand entertainment uses and capitalize on amphitheater location.”

The North Point Activity Center Livable Centers Initiative (LCI) plan was adopted by the City in 2008. The vision of the plan was a mixed-use, walkable environment including accessible open space, enhanced pedestrian

connectivity, and multi-modal transportation options. The subject property is located within an area of the LCI designated Transition Area, which is described as follows:

“Areas outside of the village and commercial core and beyond North Point and Westside Parkways should become transitional, mixed-use areas. Transitional areas provide somewhat limited pedestrian connectivity back to the Village Center and Commercial Centers due to the need to concentrate pedestrian movements across major roadways. Additionally, building intensities likely need to diminish as development moves away from the core of the activity center toward existing city and neighborhood development.”

SITE PLAN

The submitted site plan depicts 36 single-family detached lots, 33 townhome units, and 20 manor home units. There are five (5) manor home buildings with each building consisting of four (4) units. Manor homes and townhomes are located along Westside Parkway with the detached lots located in the center of the site. A 6.0-acre public park is depicted on the west side of the property, along Encore Parkway and adjacent to the amphitheater, and extends into the center of the development.

Two (2) full-access driveways are provided to the site with the main driveway aligned with Arts Summit Road at Westside Parkway and a second driveway on Encore Parkway. The development is proposed to be gated at both driveways. Sidewalks are provided throughout the park and residential development. While the development is proposed to be gated, pedestrian access will be open to the public from Westside Parkway, Encore Parkway, and throughout the park. Resident and guest parking spaces are provided throughout the development near the park and amenity areas. Approximately 20 on-street parking spaces are provided along Encore Parkway adjacent to the public park.

The applicant proposes the following development standards for Cousins Westside Pod F:

- Minimum Townhome Width – 24’
- Minimum Detached Lot Width – 50’
- Minimum Single-Family Detached Lot Size – 6,100 SF
- Minimum Driveway Length – 18’ (back of sidewalk to garage)
- Minimum Perimeter Setbacks:
 - From the Public Right-of-way – 25’
 - Internal (Side) – 15’
- Minimum Detached Lot Building Setbacks:
 - Front – 10’
 - Side – 5’ and Side Corner – 10’
 - Rear – 20’

Landscape strips are not depicted on the applicant’s site plan; however, the Cousins Westside Design Criteria require 20’ landscape strips along Westside Parkway and Encore Parkway. A varied width landscape buffer (5’ – 25’) is depicted on the applicant’s site plan adjacent to the fire station. Where the buffer is shown as 5’, the applicant proposes to improve a 10’ landscape buffer on the adjacent property. The UDC requires that non-residential properties provide a 50’ undisturbed buffer when located adjacent to residential uses. Since the applicant is requesting a change in use and the adjacent property is already developed with a non-residential use, staff recommends a condition that the subject property include an undisturbed and/or replanted landscape buffer along the south property line. The site plan also depicts a 15’ landscape buffer along the north property line adjacent to Westside Commons.

The property’s topography generally slopes downhill from west to east with an elevation change between 80 – 90 feet from Encore Parkway to Westside Parkway. In an effort to incorporate tree save areas, the applicant proposes to grade the property into a series of tiers supported by retaining walls. A tree save area is shown within the public

Source of Call	Number of Noise Disturbance Calls
Cousins Westside	7
Roswell, east of GA 400	17
Kimball Bridge Rd, east of GA 400	2
Kimball Bridge Rd, west of GA 400	2
Webb Bridge Rd, east of GA 400	2
Mansell	2
West	2
North Point	1
Unknown	1
TOTAL	36

TRAFFIC

The applicant submitted trip generation figures for the proposed development and the existing entitlements for Pod F. As shown in the tables below, the proposed use will generate significantly less traffic as compared to the property being developed under the site's existing permitted uses. Pod F is restricted to a maximum density of 30,000 SF per acre office use, 15,000 SF per acre retail use, and a 500-room hotel.

TABLE 1 TRIP GENERATION – PROPOSED DEVELOPMENT								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Single-Family Detached Housing	36 units	9	26	35	26	16	42	410
Residential Condo/Townhouse	53 units	5	26	31	24	12	36	370
Total		14	52	66	50	28	78	780

TABLE 2 TRIP GENERATION – ENTITLED ZONING								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Shopping Center	298,035 sf	188	115	303	598	647	1,245	13,811
<i>Mixed-use Reduction</i>		-21	-17	-38	-66	-66	-132	-1,782
<i>Pass-by Trips (0%) 34%</i>		0	0	0	-181	-198	-379	-3,790
General Office Building	596,070 sf	702	96	798	127	619	746	5,098
<i>Mixed-use Reduction</i>		-3	-6	-9	-19	-15	-34	-534
Hotel	500 Rooms	156	109	265	153	147	300	4,102
<i>Mixed-use Reduction</i>		-16	-17	-33	-50	-54	-104	-1,350
Total without Reductions		1,046	320	1,366	878	1,413	2,291	23,011
Total with Reductions		1,006	280	1,286	562	1,080	1,642	15,555

SCHOOLS

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

FULTON COUNTY SCHOOLS – 36 Single-family Detached, 33 Townhomes, 20 Condominium Units

School	Single Family Average #
Manning Oaks Elementary School	4 to 40 students
Northwestern Middle School	1 to 10 students
Milton High School	3 to 23 students
TOTAL	8 to 73 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 8 – 73 school age children. Numbers provided by Fulton County Schools show that Manning Oaks Elementary is nearing capacity; however, Northwestern Middle School and Milton High School are currently 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.

Response: The zoning proposal would allow 'For-Sale' Detached and Attached residential uses, which is consistent with the use of adjacent and nearby properties. While noise may be a concern, the amphitheater sits at a higher elevation than proposed residential uses and the park and tree save area will provide separation and a noise barrier. In addition, the 6.0-acre park will benefit the entire community.

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

Response: The proposal will not adversely affect the existing use or usability of adjacent or nearby properties, if conditions are included requiring buffers, protection of the tree canopy, disclosure of noise impacts, and architectural standards.

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

Response: The proposed development will not have significant impacts on the natural environment. The applicant's site plan includes a large tree save area.

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

Response: The property is currently zoned CUP subject to the Cousins Westside Master Plan Pod F, which allows office, hotel and retail uses. Limitations on the site attributed to topography and distance from Georgia 400 interchanges make it difficult to develop the site as approved. The developer is constructing a 6.0-acre park, which is an intended use of the property.

- 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.

Response: The proposed change in use from office/retail/hotel to residential will result in an increased demand on parks and recreational programs, fire and police, and school facilities. However, the change in use will produce significantly fewer vehicular trips and the applicant is constructing and dedicating a 6.0-acre public park.

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

Response: While the Cousins Westside Master Plan was intended as a mixed-use development, the master plan has not developed as planned. The master plan is flanked by office-institutional and entertainment uses on the north and south ends of Westside Parkway and commercial and office uses in the North Point area. The surrounding non-residential uses have influenced residential development in the Cousins Westside Master Plan.

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.

Response: The request to change the use of Pod F from office/retail/hotel to residential reflects a reasonable balance as the Cousins Westside Master Plan is primarily developed with residential uses.

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

Response: The property is currently zoned CUP subject to the Cousins Westside Master Plan Pod F, which allows office, hotel, and retail uses. Limitations on the site attributed to topography and distance from Georgia 400 interchanges make it difficult to develop the site as approved. The developer is constructing a 6.0-acre park, which is an intended use of the property.

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

Response: The zoning proposal does not meet the primary Comprehensive Land Use Plan designation of the property, which is Corporate Office. The applicant proposes amending the Comprehensive Land Use Plan designation of the property to High Density Residential to accommodate a density of 4.48 dwelling units per acre. The proposed 6.0-acre park is consistent with the designation of the remainder of the property, which is Parks, Recreation, Open Space.

COMPREHENSIVE LAND USE PLAN

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

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

Response: The Cousins Westside Master Plan has not developed as originally planned with surrounding non-residential uses/areas influencing residential development within the Master Plan. Also, limitations on the site attributed to topography and distance from Georgia 400 interchanges make it difficult to develop the site as approved. The developer is constructing a 6.0-acre public park, which is an intended use of the property.

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

Response: The applicant's proposal promotes connectivity to community services and facilities and is consistent with several land use, transportation, housing, and community services and facilities strategies in the City's Comprehensive Plan.

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

Response: The proposed change in use from office/retail/hotel to residential will result in an increased demand on parks and recreational programs, fire and police, and schools. However, the change in use will produce significantly fewer vehicular trips and the applicant is dedicating and constructing a 6.0-acre public park.

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

Response: The proposed designation would not impact public health, safety and welfare, as long as conditions are included requiring appropriate buffers, tree protection, noise disclosure, and architectural standards.

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

Response: Not applicable.

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

Response: Not applicable.

CONCURRENCES

City Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment and comprehensive land use plan amendment. The zoning proposal would allow for 'For-Sale' Detached and Attached residential uses, which is consistent with the use of adjacent and nearby residential properties. While noise impacts may be a concern, the amphitheater sits at a higher elevation than proposed residential uses and the 6.0-acre park and tree save area will provide separation and a noise barrier. In addition, the Cousins Westside Master Plan has not developed as originally planned with surrounding non-residential uses/areas influencing residential development within the Master Plan. Finally, the 6.0-acre public park will be a benefit to the entire community.

The proposed residential development is consistent with many of the goals, policies, and strategies in the Comprehensive Plan as it relates to developments in the North Point Activity Center, including the following:

LU Strategy 2.2: Promote development that is pedestrian-oriented and minimizes vehicular trips.

LU Strategy 3.1: Use infrastructure as a tool to guide development into locations where the land is most cost effective to service (i.e., accessible to police, fire, sewer and the urban road network).

LU Strategy 8.1: Allow mixed use patterns that will create activity nodes in appropriate areas, as established by the Future Development Map, that provide jobs and services within walking distance of residences, preserve open spaces, and make public transportation more effective.

T Strategy 2.4: Encourage an interconnected public sidewalk and trail network within new developments and enhance connectivity area wide by linking new sidewalks and trails to existing sidewalks and trails in adjacent neighborhoods. In addition, the system should link residential areas to commercial, schools, employment centers, transit and parks.

H Strategy 1.2: Encourage higher residential densities and appropriate mix of uses close to Downtown Alpharetta and in the GA-400 corridor.

H Strategy 1.3: Review residential plans and master plans (existing and proposed) to determine their response to providing a variety of housing choices as to size and costs.

H Strategy 1.5: Promote subdivisions that foster a sense of community and promote pedestrian mobility, the natural environment, community recreation and public open space.

H Strategy 5.1: Ensure that at the very beginning of the design process, consideration is given to the natural environment (i.e. topography, tree preservation, creek flows), and accommodations are made for amenities (i.e. sidewalks, lighting, open spaces), in order to support a high quality residential product.

NHCR Strategy 3.2: Actively pursue methods to expand, enhance, and create more multi-use trail activity.

CSF Strategy 3.1: Create a public art program to promote public art that will foster community pride and improve the visual attractiveness of public spaces.
CSF Strategy 3.7: Encourage developers to build recreational opportunities in conjunction with new development, and encourage permanent protection of open space for future generations to enjoy.

Limitations on the site attributed to topography and distance from the Georgia 400 interchanges make it difficult to develop the site with office, hotel, and/or retail uses. The property is located over 2 miles from the interchange at Georgia 400 and Mansell Road and nearly 2 miles from the interchange at Georgia 400 and Haynes Bridge Road. While Alpharetta has one of the lowest office vacancy rates in the Atlanta metro area, proximity to the highway, topography of the site, and surrounding residential uses impact the ability to develop the site with office, hotel and/or retail uses.

If the applicant's request is approved, conditions should be established as part of this application that are consistent with the vision of the North Point Activity Center LCI and Comprehensive Land Use Plan including appropriate buffers, protection of the tree canopy, disclosure of noise impacts, and architectural standards.

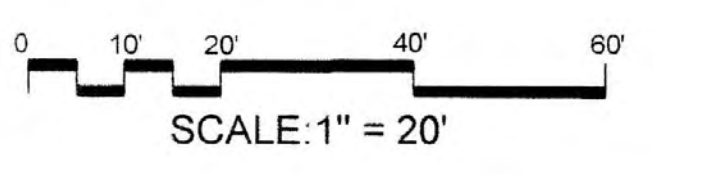
CITIZEN PARTICIPATION PLAN

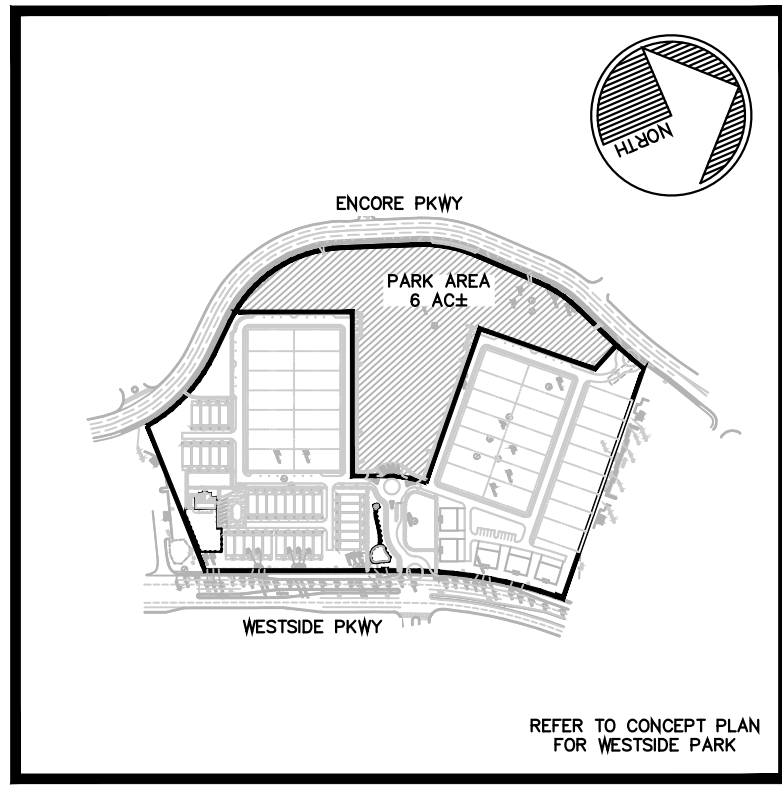
The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. In addition, the applicant has reached out by phone, email, personal visits, and group meetings to many of the surrounding property owners. According to the applicant's public participation report, most seemed pleased with a residential development consistent with surrounding properties. Traffic, buffers, stormwater, erosion control, and noise were also discussed at the meetings. The applicant received correspondence from Trevor Ralph with Live Nation, management for the Verizon Wireless Amphitheater, indicating that he did not support the proposed development. The City received correspondence from a citizen asking about the possibility of using the proposed park as a food truck venue.



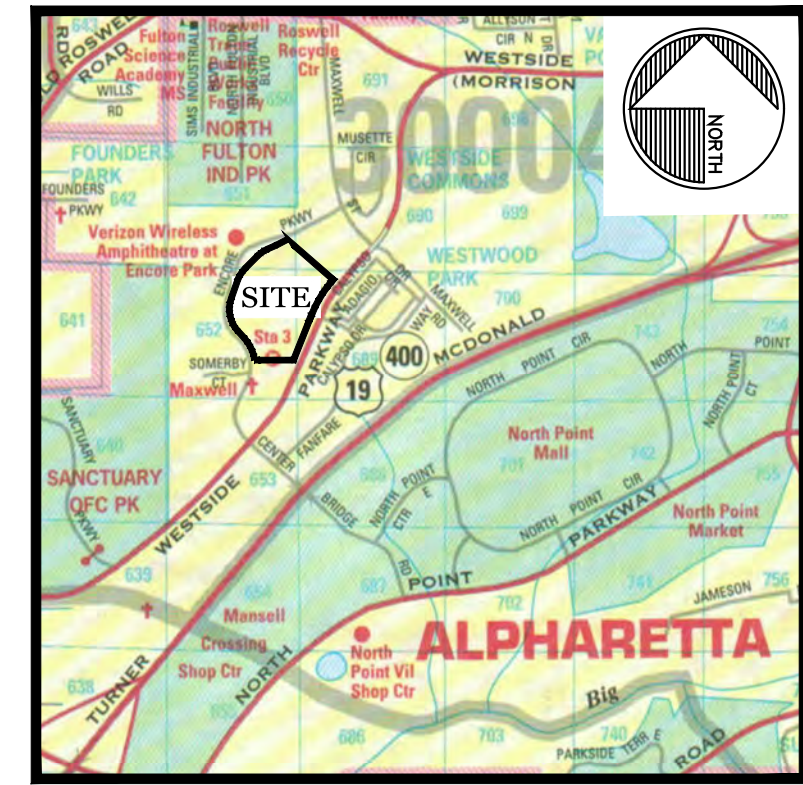
CONCEPTUAL SITE PLAN
WESTSIDE PARK

PREPARED FOR: ASHTON WOODS HOMES PREPARED BY: POLLOCK & ASSOCIATES, INC.
SCALE: 1" = 20' DATE: 11/11/2016 LANDSCAPE ARCHITECTS





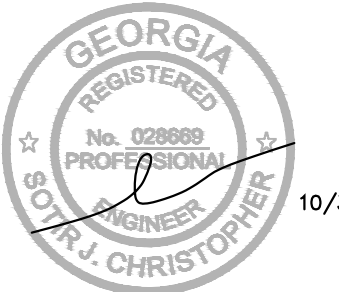
SITE MAP
SCALE 1"=500'



VICINITY MAP
SCALE 1"=2,000'

CP&E

CHRISTOPHER PLANNING
& ENGINEERING



GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 02.17.2018)

12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GEORGIA 30004
PHONE 770.331.7303

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CONCEPT PLANS

FOR:

WESTSIDE PARKWAY
Pod F

TAX ID 12 248006520514

LAND LOTS 651, 652, 689, 690
1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

FOR:



ASHTON WOODS™

ASHTON ATLANTA RESIDENTIAL LLC

3820 MANSELL ROAD
SUITE 300
ALPHARETTA, GEORGIA 30022
PHONE 770.642.6123

REVISIONS

01.27.2016	ADDED SURVEYED TREES
10.03.2016	CITY/CLIENT REVISIONS
10.11.2016	CITY/CLIENT REVISIONS
11.11.2016	CITY/CLIENT REVISIONS

SITE ANALYSIS

OVERALL SITE AREA	19.87 ACRES
PROPOSED PARK AREA	6.0 ACRES (30%)
PROPOSED RESIDENTIAL AREA*	13.87 ACRES (70%)
PROPOSED RESIDENTIAL	DETACHED LOTS (50' WIDE MIN.) 36 LOTS
	TOWNHOMES (24' WIDE) 33 LOTS
	MANOR HOMES (4 UNIT BUILDINGS) 20 LOTS
TOTAL	89 LOTS
DENSITY PROPOSED	4.48 UNITS/AC
PROPOSED DETACHED LOT CRITERIA	
MIN. LOT WIDTH (AT FRONT SETBACK)	50 FEET
FRONT SETBACK	10 FEET
SIDE SETBACK	5 FEET
CORNER SIDE SETBACK	10 FEET
REAR SETBACK	20 FEET
MIN. DRIVEWAY LENGTH	18 FT FROM EDGE OF SIDEWALK
PROPOSED PERIMETER SETBACK	FRONT (R/W) 25 FEET
	SIDE 15 FEET

* RESIDENTIAL AREA ALSO INCLUDES GREENS/OPEN SPACE & AMENITY AREA



0 30' 60' 120' 240'
SCALE: 1"= 60'

DATE: JANUARY 4, 2016 CP&E DRAWING NO: 201513922_011816.dwg

ZONING
SITE PLAN

SHEET NO.

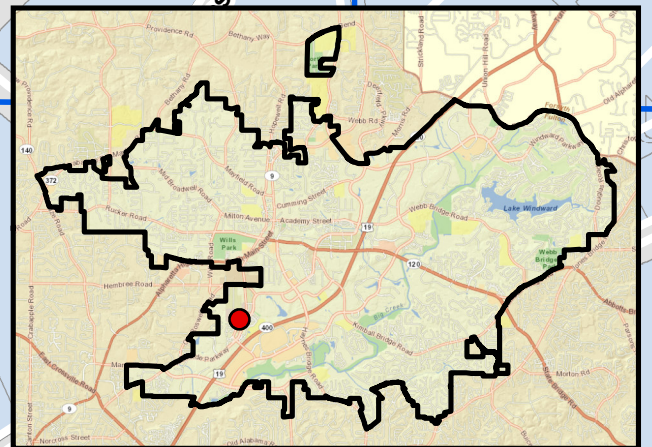
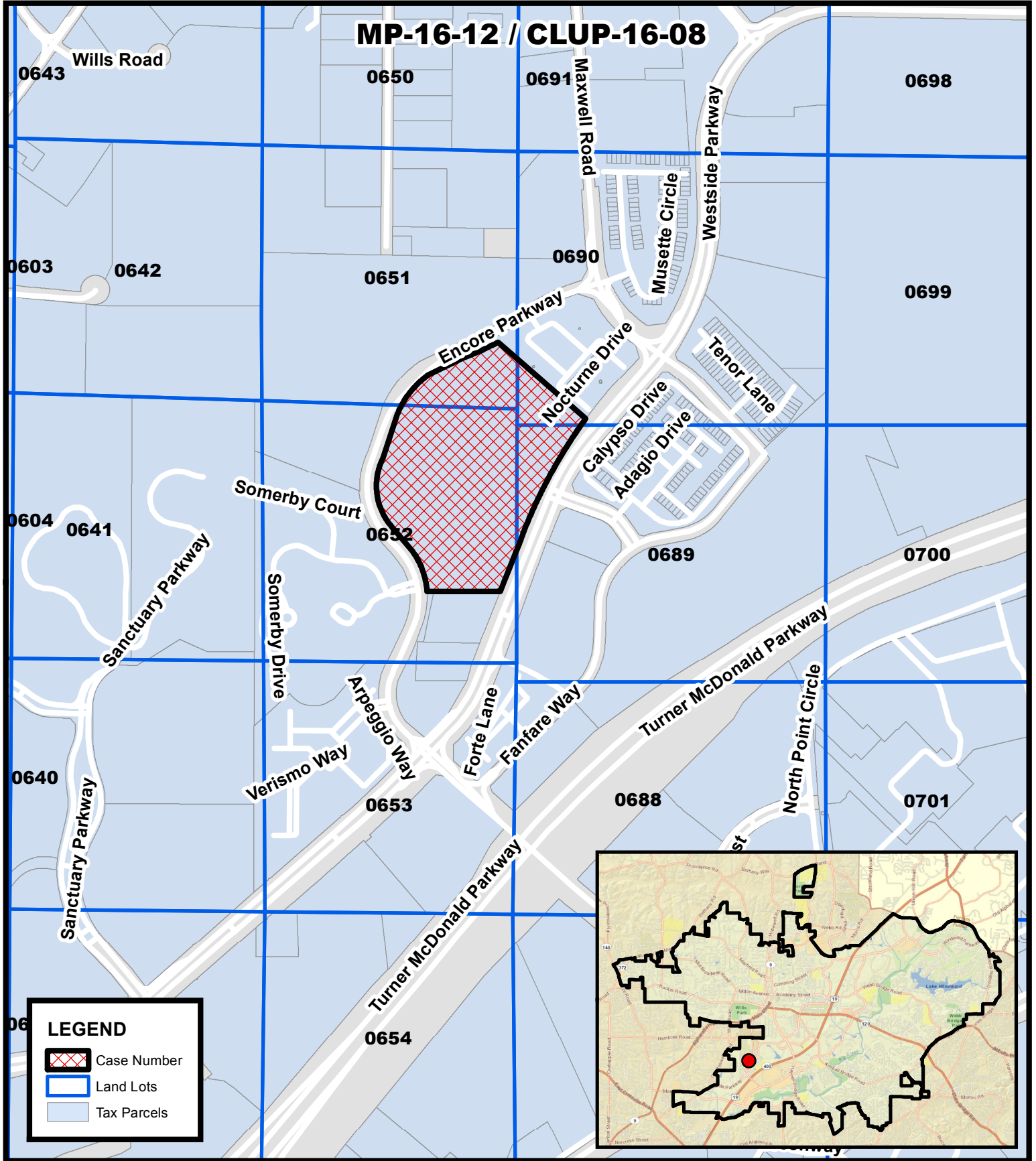
Z.2

Public Safety Comments 11.4.16

At Planning Commission last night, Commissioners' asked us if Public Safety would have any concerns with a park so close to the amphitheater.

No, public safety does not have any concern of a park being so close to the amphitheater. Thanks and FYI, Gary GEORGE, Director of Public Safety...

MP-16-12 / CLUP-16-08



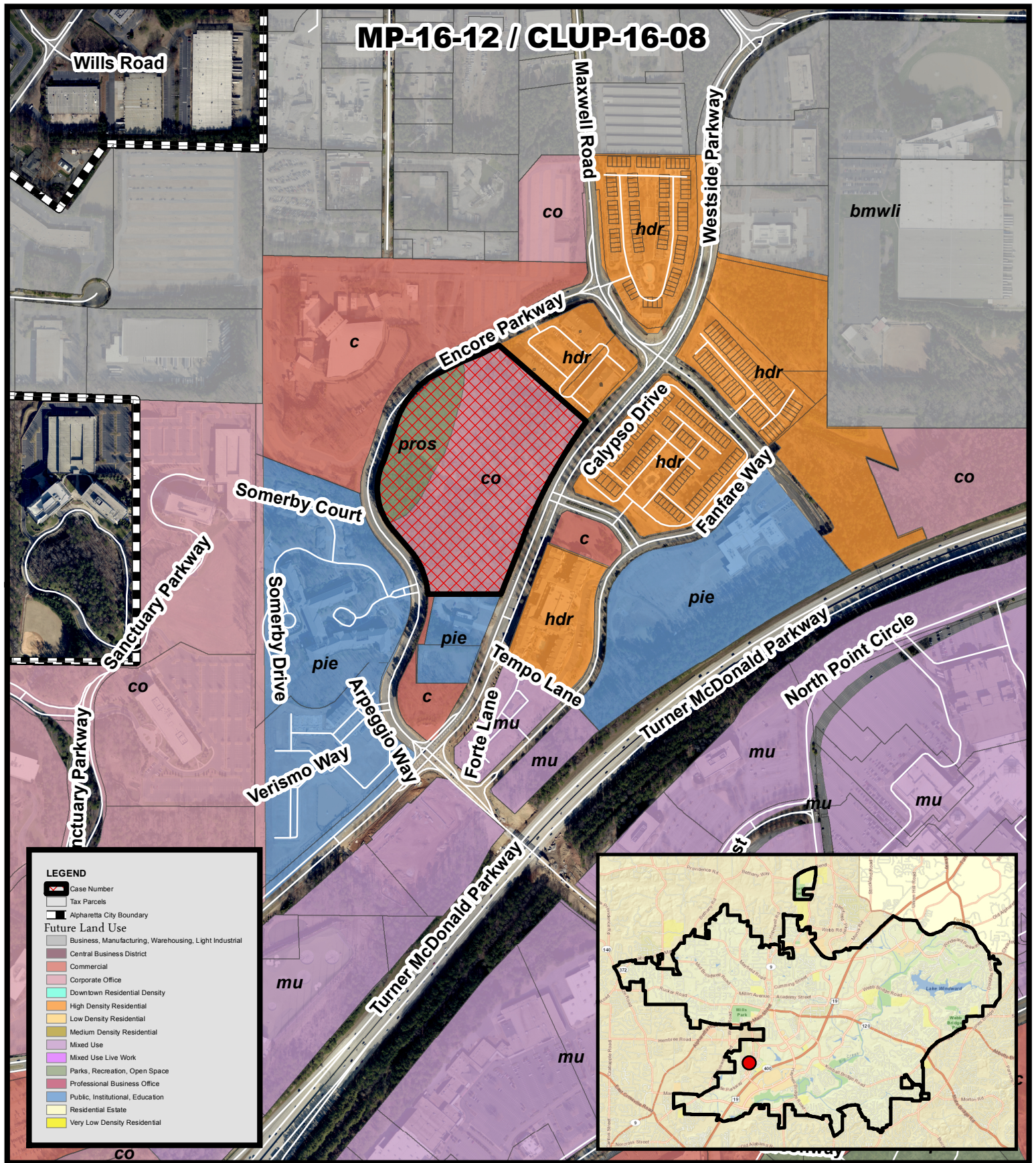
Location Map Cousins Westside Pod F

MP-16-12 / CLUP-16-08
D/LL: 1/2/651, 652, 689, 690
PC: 11/03/16
CC: 11/14/16



Location Map Provided by:
Community Development - GIS

MP-16-12 / CLUP-16-08



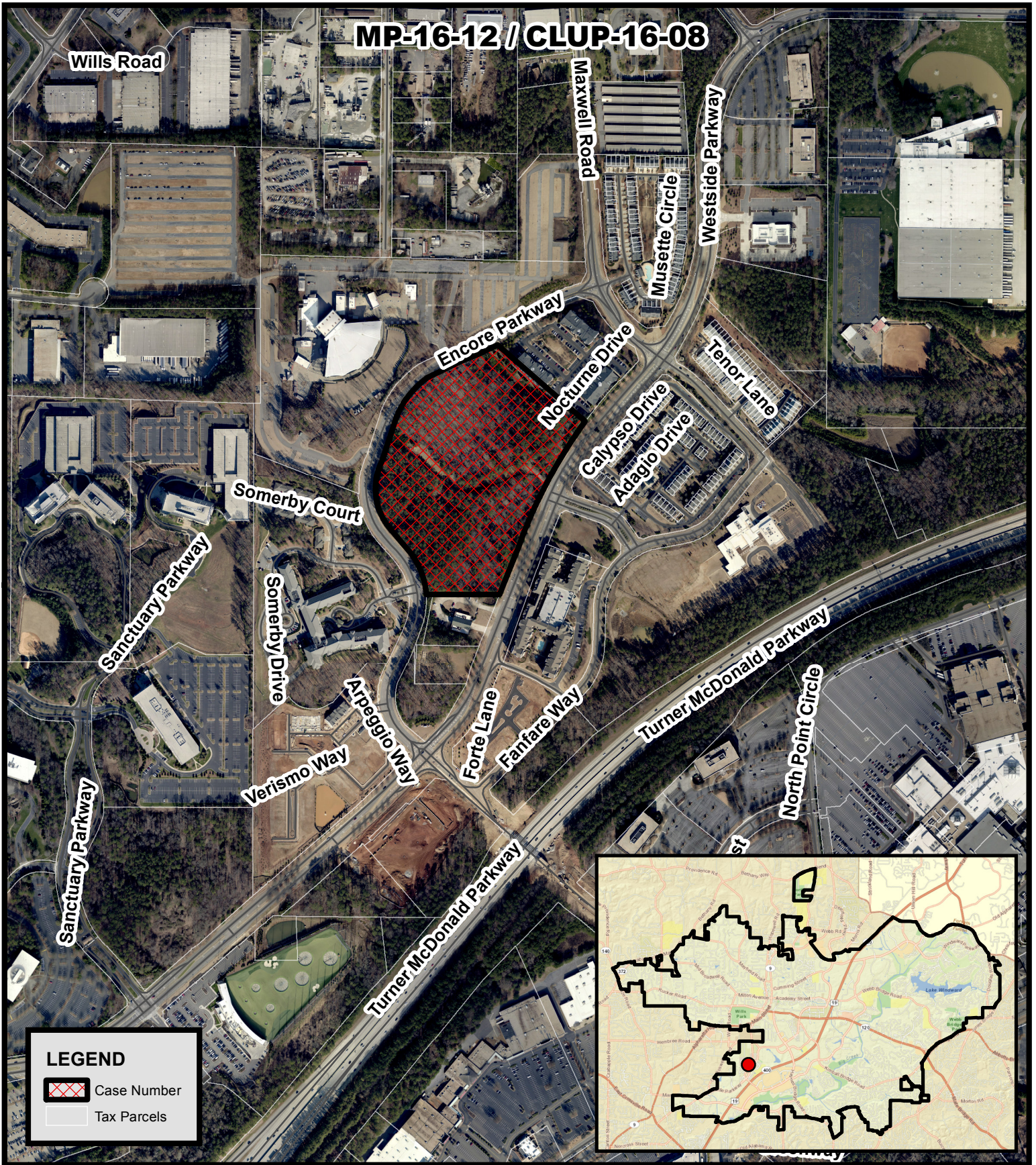
2030 Land Use Cousins Westside Pod F

MP-16-12 / CLUP-16-08
D/LL: 1/2/651, 652, 689, 690
PC: 11/03/16
CC: 11/14/16



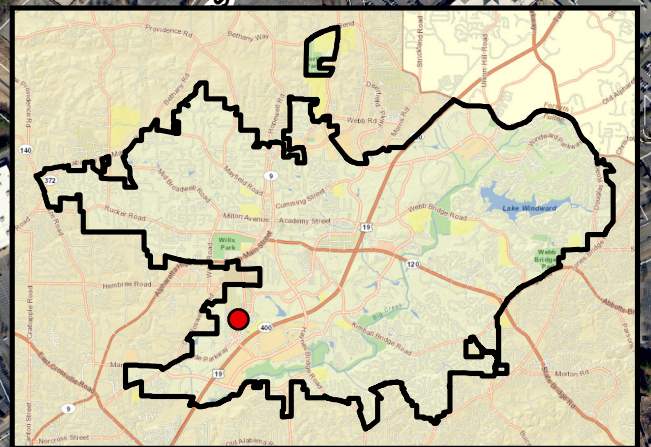
Location Map Provided by:
Community Development - GIS

MP-16-12 / CLUP-16-08



LEGEND

-  Case Number
-  Tax Parcels



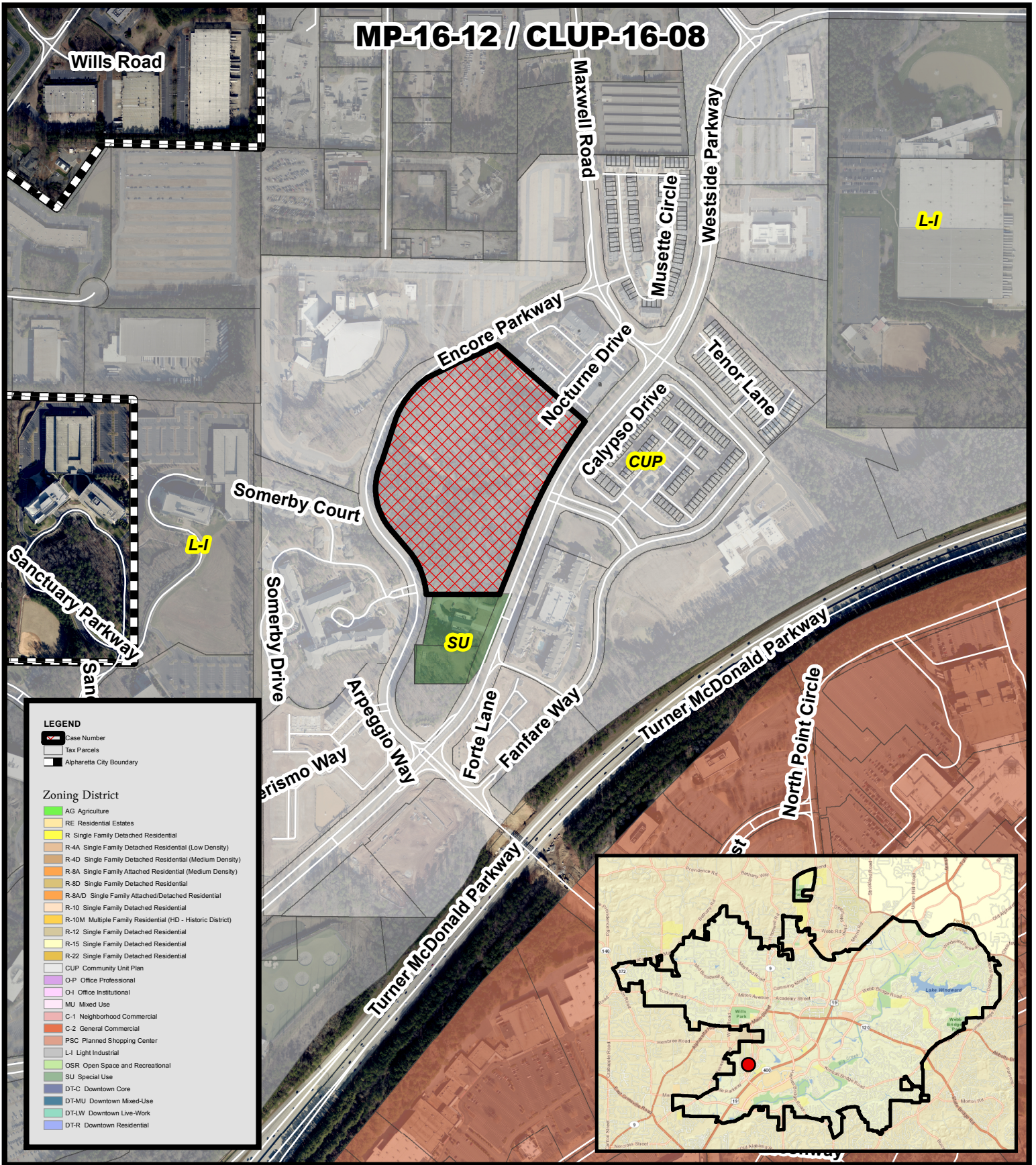
**Aerial Map
Cousins Westside Pod F**

MP-16-12 / CLUP-16-08
D/LL: 1/2/651, 652, 689, 690
PC: 11/03/16
CC: 11/14/16



**Location Map Provided by:
Community Development - GIS**

MP-16-12 / CLUP-16-08

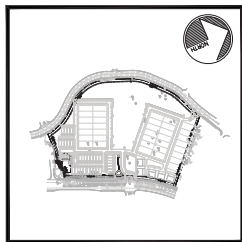


Zoning Map Cousins Westside Pod F

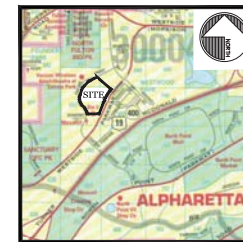
MP-16-12 / CLUP-16-08
D/LL: 1/2/651, 652, 689, 690
PC: 11/03/16
CC: 11/14/16



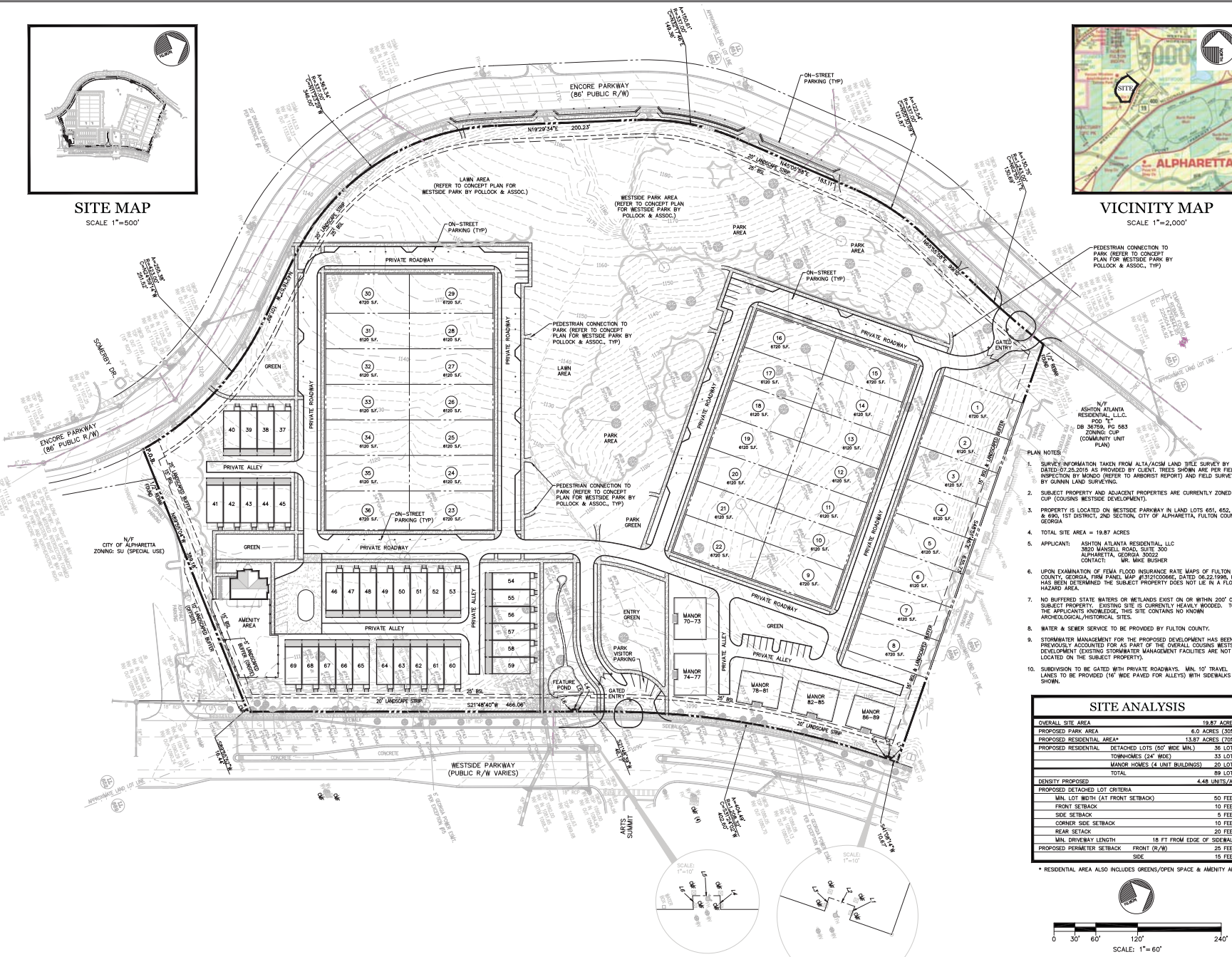
Location Map Provided by:
Community Development - GIS



SITE MAP
SCALE 1"=500'



VICINITY MAP
SCALE 1"=2,000'



CP&E
CHRISTOPHER PLANNING & ENGINEERING

10/2/2016

GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 12/17/2016)

12460 GRAPAPPLE ROAD, SUITE 202-612
ALPHARETTA, GEORGIA 30004
PHONE 770.331.7303

CONCEPT PLANS
FOR:

WESTSIDE PARKWAY
Pod F

TAX ID 12 248006520514

LAND LOTS 651, 652, 689, 690
1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

FOR:

ASHTON WOODS
ASHTON ATLANTA RESIDENTIAL LLC

3820 MANSELL ROAD
SUITE 300
ALPHARETTA, GEORGIA 30022
PHONE 770.642.6123

REVISIONS

01.27.2016	ADDED SURVEYED TREES
10.03.2016	CITY/CLIENT REVISIONS
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DATE: JANUARY 4, 2016

CP&E DRAWING NO: 201513922_011816.dwg

ZONING
SITE PLAN

SHEET NO. **Z.2**



ARBOR SWING



PARK ENTRY FEATURE



COVERED PAVILION

CONCEPTUAL SITE PLAN
WESTSIDE PARK
PREPARED FOR: ASHTON WOODS HOMES PREPARED BY: POLLOCK & ASSOCIATES, INC.
SCALE: 1" = 20' DATE: 9/21/2016 LANDSCAPE ARCHITECTS

0 10 20 40 60
SCALE: 1" = 20'

ASSUMED STAGE EL. 1150+/-

EL. 1163+/-

EL. 1186+/-

PROJECT SITE BOUNDARY

VERIZON
AMPHITHEATRE

130'+/-

Berm Area
10'h +/-

90'+/-

86'
R/W

+1170

PROPOSED
PARK AREA

215'+/-

+1178

+1170

+1160

+1150

+1160

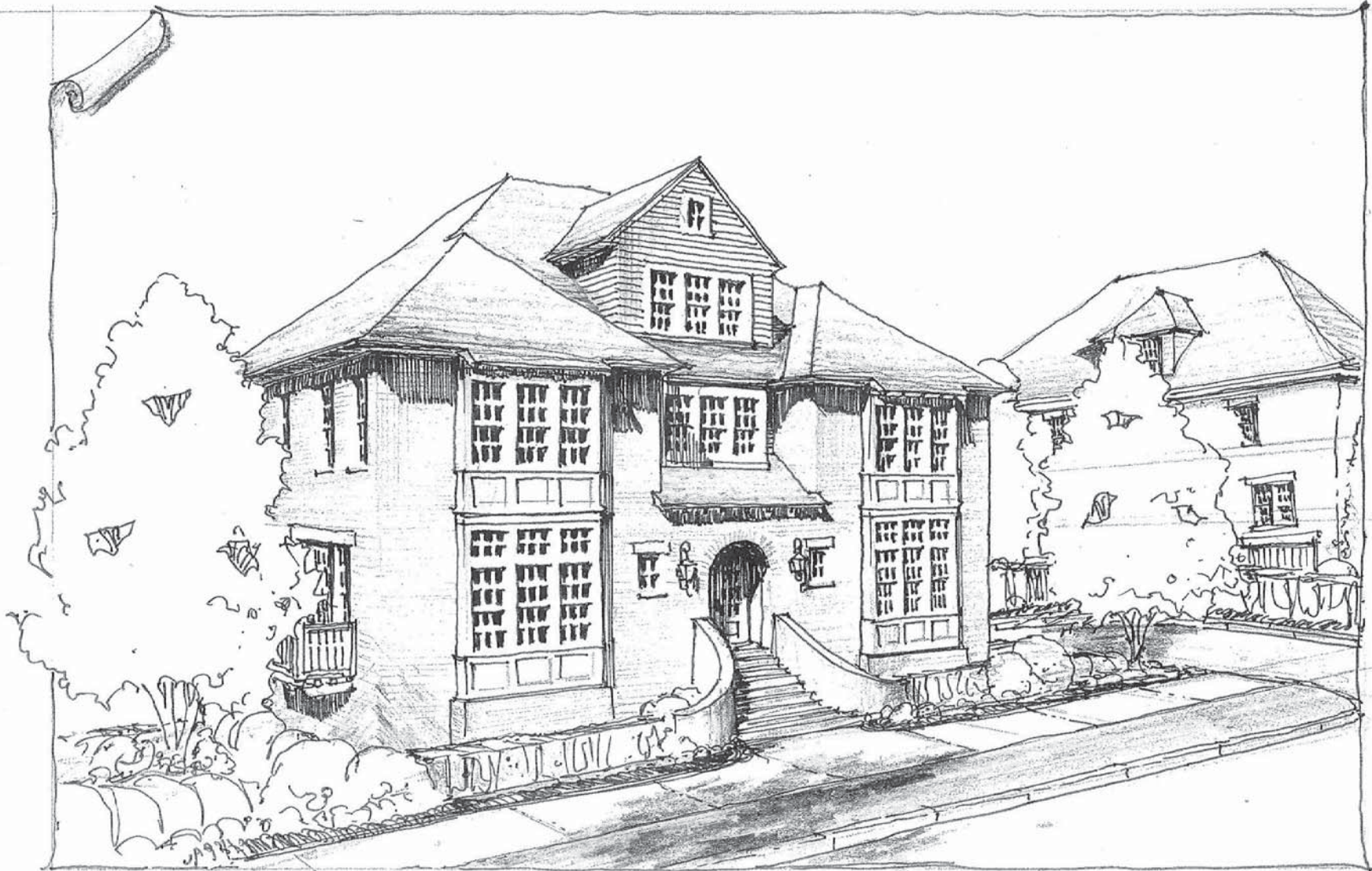
ENCORE PARKWAY
HIGH POINT EL. 1178+/-

PROPOSED HOUSES
UPPER LEVEL EL. 1043+/-
MAIN LEVEL EL. 1033+/-
BASEMENT EL. 1025+/-

WESTSIDE PARKWAY POD F Verizon Amphitheatre Exhibit

10/26/16

EXHIBIT A



10/26/16

EXHIBIT A



10/26/16

EXHIBIT A



10/26/16

EXHIBIT A



10/26/16

EXHIBIT A



10/26/16

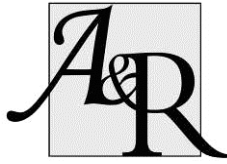
EXHIBIT A



10/26/16

EXHIBIT A





A&R Engineering Inc.

2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

Memorandum

To: Ashton Woods
From: Abdul K. Amer, PE
Date: October 13, 2016
Subject: Trip Generation Memorandum for Westside Parkway Residential Development

The purpose of this memorandum is to determine the trip generation that will result from the proposed residential development located between Westside Parkway and Encore Parkway in Alpharetta, Georgia. The proposed development will consist of 53 units of residential condominium/townhomes and 36 units of single-family detached housing. The development proposes one full-access driveway on Encore Parkway as well as one full-access driveway on Westside Parkway aligned with Arts Summit.

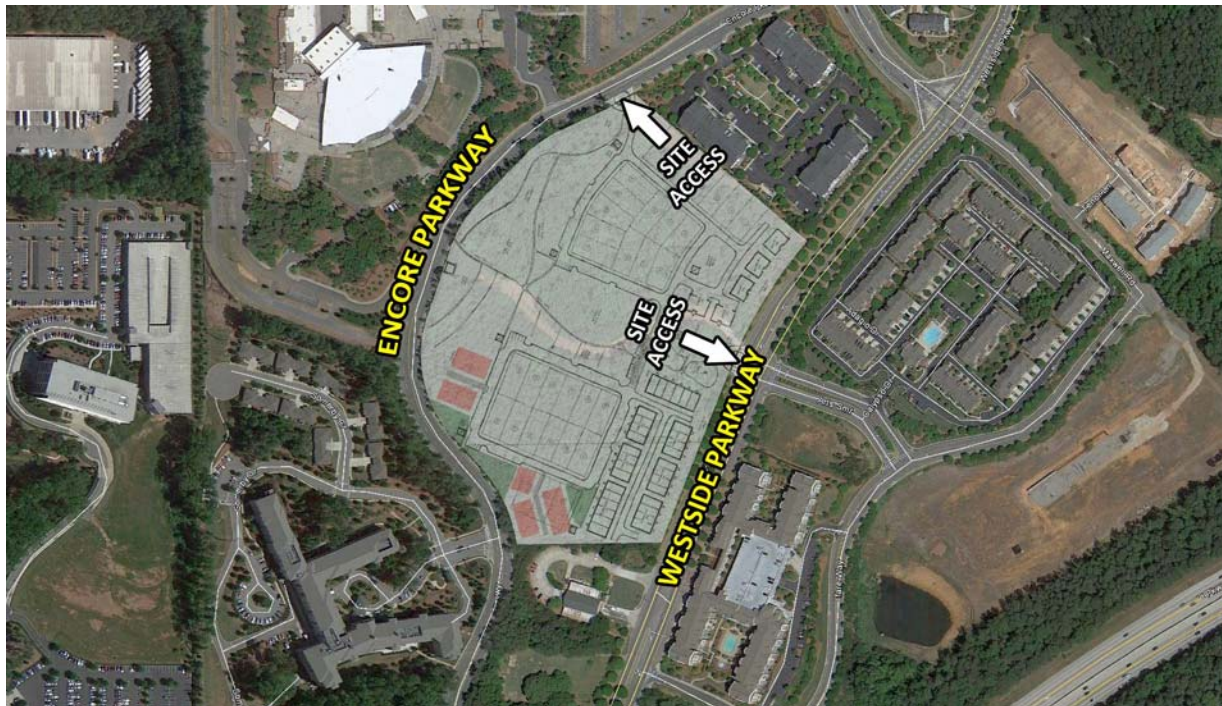


Figure 1 – Proposed Site Location

Trip generation estimates were based on the rates and equations published in the 9th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The preliminary trip generation for the site is based on the following ITE Land Uses: 210 – *Single-Family Detached Housing*, and 230 – *Residential Condominium/Townhouse*. Table 1, below, shows the estimated trip generation for the proposed development.

TABLE 1 TRIP GENERATION – PROPOSED DEVELOPMENT								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Single-Family Detached Housing	36 units	9	26	35	26	16	42	410
Residential Condo/Townhouse	53 units	5	26	31	24	12	36	370
Total		14	52	66	50	28	78	780

Table 2, below, shows the trip generation for the type of development the parcel is entitled to under its current zoning.

TABLE 2 TRIP GENERATION – ENTITLED ZONING								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Shopping Center	298,035 sf	188	115	303	598	647	1,245	13,811
<i>Mixed-use Reduction</i>		-21	-17	-38	-66	-66	-132	-1,782
<i>Pass-by Trips (0%) 34%</i>		0	0	0	-181	-198	-379	-3,790
General Office Building	596,070 sf	702	96	798	127	619	746	5,098
<i>Mixed-use Reduction</i>		-3	-6	-9	-19	-15	-34	-534
Hotel	500 Rooms	156	109	265	153	147	300	4,102
<i>Mixed-use Reduction</i>		-16	-17	-33	-50	-54	-104	-1,350
Total without Reductions		1,046	320	1,366	878	1,413	2,291	23,011
Total with Reductions		1,006	280	1,286	562	1,080	1,642	15,555

As part of this memorandum, annual average daily traffic volumes were collected from the Georgia Department of Transportation traffic counter 1210938. Traffic volumes for 2010-2015 are listed below.

TABLE 3 AVERAGE ANNUAL DAILY TRAFFIC						
Year	2010	2011	2012	2013	2014	2015
Volume	21,580	21,260	21,220	12,180	12,200	13,100



Figure 2 – Location of Traffic Counter 1210938

Tree Inventory & Analysis

Project:



Westside Parkway Significant Tree Evaluation

On-Site Evaluation Date (s):

September 22, 2016

Report Date:

September 22, 2016

DESCRIPTION OF PROJECT SITE

The subject trees in this evaluation are the significant trees in the tree save area and landscape trees on the western boundary of the Westside Parkway site. The reports contains an table with the analysis of all of the significant trees and arborist report that analyses the poor quality significant trees. This report is a supplement to the arborist report for the specimen and boundary trees on the subject property.

EVALUATION BASED ON

Evaluation is based upon field observation and practical horticulture and arboriculture experience. No sub-grade or internal coring investigation was performed on the subject trees. Photos of damage or defect, are included (Exhibit A)

CONDITION DEFINED

GOOD: Tree has excellent vigor and is actively growing without any serious pathogenic problems. Tree exhibits a structural form that is safe and typical of the species.

FAIR: Tree is in moderate health, but may have a minor pathogenic problem. Tree may have minor structural defects and may not exhibit optimal form for the species in an urban environment. A tree in fair condition may not react favorably to site developments or additional stress.

POOR: Tree's vigor is low to moderate. It may also have moderate to severe structural defects or a form that is undesirable for the species. Some trees in poor condition are not recoverable and could degrade into a state of advanced decline leading to death. Some poor trees are in severe decline.

NONSPECIMEN / DDH: Tree is Poor, not of specimen quality per standards of jurisdictional code, Dead, Diseased and/or Hazardous per professional opinion of this Arborist.

INVASIVE: Trees that are non-indigenous to the Atlanta area, Piedmont region.

HAZARDOUS: Tree with uncorrectable defects severe enough to pose present danger to people or buildings under normal conditions, as determined by an Arborist or Forester.

DBH: Diameter of trunk in inches, measured at 4.5' above average soil level. Where split, tree is measured at narrowest point below split.

SPLIT: Trunk splits into two trunks or is two trees growing together at a point of inclusive bark. See Arborist note last page of report.

Tree Analysis Significant Trees

TAG NUMBER	DBH	SPECIES	QUALITY
1102	7	OAK	GOOD
1103	7	HARDWOOD	GOOD
1104	8	OAK	GOOD
1105	21.5	OAK	GOOD
1106	7	HICKORY	GOOD
1107	5	HARDWOOD	POOR
1110	6	HICKORY	GOOD
1111	7	OAK	GOOD
1112	10	HICKORY	GOOD
1113	8	HICKORY	GOOD
1114	9	HICKORY	GOOD
1115	7	HICKORY	GOOD
1116	9	HICKORY	GOOD
1117	5	HICKORY	GOOD
1118	11	HICKORY	GOOD
1119	21	POPLAR	GOOD
1120	8	HICKORY	GOOD
1121	18	POPLAR	GOOD
1122	4	OAK	GOOD
1123	9	OAK	GOOD
1124	6	HICKORY	GOOD
1125	19	POPLAR	GOOD
1126	6	OAK	GOOD
1127	8	OAK	GOOD
1128	7	OAK	GOOD
1129	7	OAK	GOOD
1130	6	POPLAR	GOOD
1131	5	DOGWOOD	GOOD
1132	11	POPLAR	POOR
1133	22	POPLAR	GOOD
1134	10.5	POPLAR	GOOD
1135	5	DOGWOOD	GOOD
1136	19	OAK	GOOD
1137	5	DOGWOOD	POOR
1138	21.5	POPLAR	GOOD
1139	4	OAK	GOOD
1140	9	HICKORY	GOOD
1141	12	HICKORY	GOOD
1142	13.5	POPLAR	GOOD
1143	15.5	HICKORY	GOOD
1144	18	HICKORY	GOOD

1145	9.5	POPLAR	GOOD
1146	19	POPLAR	GOOD
1147	18	HICKORY	GOOD
1148	20	POPLAR	GOOD
1149	6	HICKORY	GOOD
1150	5	DOGWOOD	POOR
1151	16	POPLAR	GOOD
1152	7	OAK	GOOD
1153	5	HICKORY	GOOD
1154	5	POPLAR	GOOD
1155	6	HICKORY	GOOD
1156	21	POPLAR	GOOD
1157	18	HICKORY	GOOD
1158	22.5	HICKORY	GOOD
1159	6	HICKORY	GOOD
1160	6	DOGWOOD	POOR
1161	21.5	OAK	GOOD
1162	4.5	DOGWOOD	POOR
1164	4	DOGWOOD	POOR
1165	6	DOGWOOD	GOOD
1167	6	POPLAR	GOOD
1169	4	DOGWOOD	POOR
1172	4.5	DOGWOOD	GOOD
1174	11	HICKORY	GOOD
1175	6	DOGWOOD	GOOD
1176	6	POPLAR	GOOD
1177	6	POPLAR	POOR
1178	8	DOGWOOD	GOOD
1179	22	HICKORY	GOOD
1180	10	POPLAR	GOOD
1181	10	POPLAR	GOOD
1182	12	HICKORY	GOOD
1183	8	HICKORY	GOOD
1184	22	POPLAR	GOOD
1185	6	POPLAR	POOR
1186	6	HICKORY	GOOD
1187	8	OAK	GOOD
1188	8	HICKORY	GOOD
1189	5	POPLAR	GOOD
1190	16	POPLAR	GOOD
1191	5	HICKORY	GOOD
1192	8	POPLAR	GOOD
1193	7	POPLAR	GOOD
1194	17	POPLAR	GOOD
1195	9	HICKORY	GOOD

1196	8	HICKORY	GOOD
1198	8	POPLAR	GOOD
1199	5.5	HICKORY	GOOD
1320	4.5	MAPLE	GOOD
1322	6	POPLAR	POOR
1323	4	CHERRY	GOOD
1324	4	MAPLE	GOOD
1325	4	MAPLE	GOOD
1326	4.5	MAPLE	GOOD
1327	4	CHERRY	GOOD
1328	5.5	MAPLE	POOR
1329	5	CHERRY	GOOD
1330	5	MAPLE	POOR
1332	5	CHERRY	GOOD
1335	6	MAPLE	GOOD
1337	4.5	CHERRY	GOOD
1338	6	MAPLE	GOOD
1339	5	CHERRY	GOOD
1340	4	CHERRY	GOOD
1342	6	MAPLE	GOOD
1343	5	CHERRY	GOOD
1346	6	MAPLE	GOOD
1348	5	MAPLE	GOOD
1349	4	CHERRY	GOOD
1350	4	CHERRY	GOOD
1351	5	CHERRY	GOOD
1353	4	MAPLE	GOOD
1354	5	CHERRY	GOOD
1355	5	CHERRY	GOOD
1356	5.5	MAPLE	GOOD
1358	5	CHERRY	GOOD
1359	4.5	CHERRY	GOOD
1360	6	MAPLE	GOOD
1364	6	MAPLE	GOOD
1365	4	CHERRY	GOOD
1366	5.5	CHERRY	GOOD
1367	4	CHERRY	GOOD
1368	5	MAPLE	POOR
1369	4	CHERRY	GOOD
1371	4	CHERRY	GOOD
1372	4.5	CHERRY	GOOD
1374	5	MAPLE	GOOD
1376	4	CHERRY	GOOD
1377	4	CHERRY	GOOD
1378	8	MAPLE	GOOD

1380	7	MAPLE	GOOD
1383	4	CHERRY	GOOD
1384	5	CHERRY	GOOD
1386	4	CHERRY	GOOD
1387	7	MAPLE	POOR
1392	7	MAPLE	GOOD
1393	4	CHERRY	GOOD
1394	5	CHERRY	GOOD
1395	6	MAPLE	GOOD
1396	7.5	MAPLE	GOOD
1397	8	HARDWOOD	GOOD
1399	7	OAK	GOOD
1400	18	OAK	GOOD
1401	17	POPLAR	GOOD
1402	6	DOGWOOD	POOR
1403	11	HICKORY	GOOD
1404	17	HICKORY	GOOD
1405	12.5	POPLAR	POOR
1406	10	POPLAR	GOOD
1407	12	POPLAR	GOOD
1408	5	HICKORY	GOOD
1409	14	POPLAR	GOOD
1410	5	HICKORY	GOOD
1411	5	HICKORY	GOOD
1412	15	HICKORY	GOOD
1413	6	SOURWOOD	GOOD
1415	4.5	SOURWOOD	GOOD
1417	6.5	DOGWOOD	GOOD
1418	6	DOGWOOD	GOOD
1420	5	DOGWOOD	GOOD
1426	9	SWEETGUM	GOOD
1427	15.5	POPLAR	GOOD
1428	18	POPLAR	POOR
1429	13	POPLAR	GOOD
1430	8.5	POPLAR	POOR
1431	6	POPLAR	GOOD
1432	12.5	POPLAR	POOR
1433	11.5	POPLAR	GOOD
1434	6	HICKORY	GOOD
1435	7	OAK	GOOD
1436	11.5	HICKORY	GOOD
1437	15	HICKORY	GOOD
1438	9	HICKORY	GOOD
1439	18	OAK	GOOD
1440	12	HICKORY	GOOD

1441	4	HICKORY	GOOD
1442	5.5	HICKORY	GOOD
1443	18	POPLAR	GOOD
1444	19	POPLAR	GOOD
1445	5	DOGWOOD	POOR
1446	11	HICKORY	GOOD
1447	12	OAK	GOOD
1448	4	DOGWOOD	POOR
1449	9	OAK	GOOD
1450	7	DOGWOOD	POOR
1451	5.5	DOGWOOD	POOR
1453	7	HICKORY	GOOD
1454	21.5	OAK	GOOD
1455	18	OAK	GOOD
1456	23	POPLAR	GOOD
1457	10	HICKORY	GOOD
1458	10	HICKORY	GOOD
1459	7.5	HICKORY	GOOD
1460	15	OAK	GOOD
1461	5.5	HICKORY	GOOD
1462	9	HICKORY	GOOD
1463	7	HICKORY	GOOD
1464	8	OAK	GOOD
1465	5	DOGWOOD	POOR
1466	5	HICKORY	GOOD
1467	12	OAK	GOOD
1468	6	HICKORY	GOOD
1469	9	DOGWOOD	POOR
1470	9	HICKORY	GOOD
1471	10	HICKORY	GOOD
1472	11	HICKORY	GOOD
1473	4	HICKORY	GOOD
1474	4	DOGWOOD	GOOD
1475	9	POPLAR	GOOD
1476	16	POPLAR	GOOD
1477	4	DOGWOOD	POOR
1478	9.5	HICKORY	GOOD
1479	6	HICKORY	GOOD
1480	15	POPLAR	GOOD
1481	7	OAK	GOOD
1482	5.5	DOGWOOD	POOR
1483	7	POPLAR	GOOD
1484	6	HICKORY	GOOD
1485	4	HARDWOOD	GOOD
1486	17	OAK	POOR

1487	18	POPLAR	GOOD
1488	8	OAK	GOOD
1489	5	HICKORY	GOOD
1490	18	POPLAR	GOOD
1491	8.5	OAK	GOOD
1492	14	HICKORY	GOOD
1493	4	DOGWOOD	POOR
1494	10	OAK	POOR
1495	17	OAK	GOOD
1496	10	OAK	GOOD
1499	9	OAK	GOOD
1500	9	OAK	GOOD
1501	16.5	POPLAR	GOOD
1502	6.5	HICKORY	GOOD
1503	17.5	HICKORY	GOOD
1504	7	HICKORY	GOOD
1505	4.5	OAK	GOOD
1507	10	HICKORY	GOOD
1508	5	OAK	GOOD
1509	6	HICKORY	GOOD
1510	10	OAK	GOOD
1512	12	OAK	GOOD
1513	4	HARDWOOD	GOOD
1514	5	HICKORY	GOOD
1515	7	POPLAR	POOR
1516	6	HICKORY	GOOD
1517	9	HICKORY	GOOD
1518	4	DOGWOOD	GOOD
1519	4.5	HICKORY	GOOD
1520A	5.5	HICKORY	GOOD
1520B	9	MAPLE	GOOD
1521	4.5	CHERRY	GOOD
1522	7	CHERRY	GOOD
1523	5	CHERRY	GOOD
1524	10	MAPLE	GOOD
1525	5	CHERRY	GOOD
1526	7	CHERRY	GOOD
1527	6	CHERRY	GOOD
1528	12	MAPLE	GOOD
1529	6.5	CHERRY	GOOD
1530	6	CHERRY	GOOD
TAG NUMBER	DBH	SPECIES	QUALITY
1108	15.5	PINE	GOOD
1109	13	PINE	GOOD

1163	16	PINE	GOOD
1166	13.5	PINE	GOOD
1168	21.5	PINE	GOOD
1170	17	PINE	GOOD
1171	7	PINE	POOR
1173	18	PINE	GOOD
1311	9	PINE	GOOD
1312	7	PINE	GOOD
1321	6	PINE	GOOD
1331	12	PINE	GOOD
1333	5	PINE	GOOD
1334	4	PINE	GOOD
1336	5	PINE	GOOD
1341	5	PINE	GOOD
1344	5	PINE	GOOD
1345	4	PINE	GOOD
1347	6	PINE	GOOD
1352	6.5	PINE	GOOD
1357	4	PINE	GOOD
1361	4	PINE	GOOD
1362	4	PINE	GOOD
1363	5	PINE	GOOD
1370	4	PINE	GOOD
1373	4	PINE	GOOD
1375	4	PINE	GOOD
1379	5	PINE	GOOD
1381	4	PINE	GOOD
1382	4	PINE	GOOD
1385	4	PINE	GOOD
1389	11	PINE	GOOD
1390	12	PINE	GOOD
1398	15	PINE	GOOD
1414	5	PINE	GOOD
1416	9	PINE	GOOD
1419	15	PINE	GOOD
1421	14.5	PINE	GOOD
1422	17.5	PINE	GOOD
1423	15.5	PINE	GOOD
1424	16	PINE	GOOD
1425	19	PINE	GOOD
1452	16	PINE	GOOD
1497	20	PINE	GOOD
1498	11.5	PINE	GOOD
1506	15.5	PINE	GOOD
1511	14	PINE	GOOD

Tree # 1107 Species HARDWOOD Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1132 Species POPLAR Size (DBH) 11

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1137

Species DOGWOOD

Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1150

Species DOGWOOD

Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1160 Species DOGWOOD Size (DBH) 6

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1162 Species DOGWOOD Size (DBH) 4.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1164

Species DOGWOOD

Size (DBH) 4

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1169

Species DOGWOOD

Size (DBH) 4

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1177 Species POPLAR Size (DBH) 6

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1185 Species POPLAR Size (DBH) 6

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1322

Species POPLAR

Size (DBH) 6

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1328

Species MAPLE

Size (DBH) 5.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1330 Species MAPLE Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1368 Species MAPLE Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1387

Species MAPLE

Size (DBH) 7

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1402

Species DOGWOOD

Size (DBH) 6

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1405

Species POPLAR

Size (DBH) 12.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1428

Species POPLAR

Size (DBH) 18

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1430 Species POPLAR Size (DBH) 8.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1432 Species POPLAR Size (DBH) 12.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1445

Species DOGWOOD

Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1448

Species DOGWOOD

Size (DBH) 4

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1450

Species DOGWOOD

Size (DBH) 7

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1451

Species DOGWOOD

Size (DBH) 5.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1465

Species DOGWOOD

Size (DBH) 5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1469

Species DOGWOOD

Size (DBH) 9

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1477

Species DOGWOOD

Size (DBH) 4

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1482

Species DOGWOOD

Size (DBH) 5.5

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1486

Species OAK

Size (DBH) 17

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1493

Species DOGWOOD

Size (DBH) 4

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1494

Species OAK

Size (DBH) 10

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / D	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage		Ooze	
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1515

Species POPLAR

Size (DBH) 7

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage		Ooze	
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 1171 Species PINE Size (DBH) 7

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # Species Size (DBH)

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:

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Analysis prepared by:

E. Tyrone Casteel, ISA Certified Arborist
Certificate Number: SO-5646A
Mondo Land Planning + Design, LLC



Warranty Disclaimer:

No warranties expressed or implied are made with respect to the report of aforementioned specimen trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER'S sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be specimens.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees having multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and the separate trunks become Co-Dominate Leaders. Either scenario is an undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will eventually cause decay. In this case these trees become increasingly hazardous and can not be considered specimen trees.

Some trees are an exception to this rule, such as, but not limited to: Birch, Wax Myrtle, Red Bud, Dogwood, Holly, Cedar, Sourwood, small Magnolia, Red Bay and Live Oak. Said are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically grow to a large enough size to become an increased hazard.

Reference: Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs/ Wayne A. Sinclair and Howard H. Lyon. - 2nd ed. Published 2005

TREE SURVEY TABLE

TREE TAG #	DBH IN.	TYPE	CONDITION	UNIT VALUE	DESIGN AROUND
628	27.00	Oak	Fair	3.80	N
629	36.00	Oak	Fair	5.40	N
630	24.00	Oak	Fair	3.40	N
631	27.00	Poplar	DDH	3.80	N
632	26.00	Poplar	Good	3.80	N
633	30.00	Poplar	Fair	4.40	Y
634	25.00	Poplar	Good	3.40	N
635	28.00	Poplar	DDH	4.00	N
636	29.00	Oak	Fair	4.00	Y
637	26.00	Poplar	Good	3.80	Y
638	34.00	Poplar	Good	5.00	Y
639	27.00	Poplar	Fair	3.80	Y
640	27.00	Poplar	Fair	3.80	Y
641	24.00	Poplar	Good	3.40	Y
642	29.00	Poplar	DDH	4.00	N
643	26.00	Poplar	Fair	3.80	N
644	34.00	Poplar	Fair	5.00	N
645	30.00	Poplar	Fair	4.40	N
646	30.00	Poplar	Fair	4.40	N
647	28.00	Oak	Good	4.00	Y
648	9.00	Dogwood	DDH	0.40	N
649	28.00	Oak	Fair	4.00	Y
650	34.00	Poplar	Good	5.00	N
651	27.00	Poplar	Good	3.80	N
652	24.00	Poplar	Good	3.40	N
653	30.00	Poplar	Fair	4.40	N
654	25.00	Poplar	Good	3.40	N
655	32.00	Oak	Fair	4.60	Y
656	25.00	Poplar	Good	3.40	N
657	28.00	Poplar	Good	4.00	Y
658	26.00	Poplar	DDH	3.80	N
659	24.00	Oak	Fair	3.40	N
660	25.00	Poplar	Good	3.40	Y
661	24.00	Poplar	Good	3.40	N
662	35.00	Poplar	DDH	5.00	N
663	25.00	Poplar	Fair	3.40	N
664	38.00	Poplar	DDH	5.80	N
665	26.00	Poplar	Fair	3.80	N
666	40.00	Poplar	DDH	6.20	N
667	24.00	Poplar	Good	3.40	N
668	26.00	Poplar	DDH	3.80	N
669	26.00	Poplar	DDH	3.80	N
670	24.00	Poplar	DDH	3.40	N
671	27.00	Poplar	Fair	3.80	N
672	28.00	Poplar	Fair	4.00	N
673	24.00	Hickory	Good	3.40	N
674	33.00	Poplar	Fair	4.60	N
675	26.00	Poplar	DDH	3.80	N
676	33.00	Poplar	DDH	4.60	N
677	27.00	Poplar	Good	3.80	N
678	38.00	Poplar	Fair	5.80	N
679	30.00	Poplar	Good	4.40	N
680	38.00	Poplar	DDH	5.80	N
681	34.00	Poplar	Fair	5.00	N
682	27.00	Poplar	Good	3.80	N
683	25.00	Oak	Good	3.40	N
684	49.00	Poplar	Fair	10.00	N
685	33.00	Poplar	Good	4.60	N
686	33.00	Oak	DDH	4.60	N
687	24.00	Poplar	Fair	3.40	N
688	29.00	Poplar	DDH	4.00	N
689	29.00	Poplar	DDH	4.00	N
690	28.00	Poplar	DDH	4.00	N
691	30.00	Oak	Fair	4.40	N
692	39.00	Poplar	Poor	5.80	N
693	30.00	Poplar	Good	4.40	Y
694	30.00	Oak	DDH	4.40	N
695	25.00	Oak	DDH	3.40	N
696	28.00	Oak	Fair	4.00	Y
697	24.00	Poplar	Fair	3.40	Y
698	27.00	Poplar	Good	3.80	Y
699	30.00	Poplar	Fair	4.40	Y
700	28.00	Poplar	Fair	4.00	Y

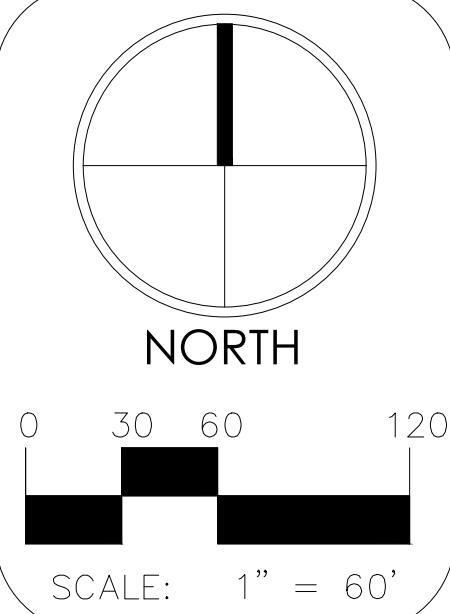
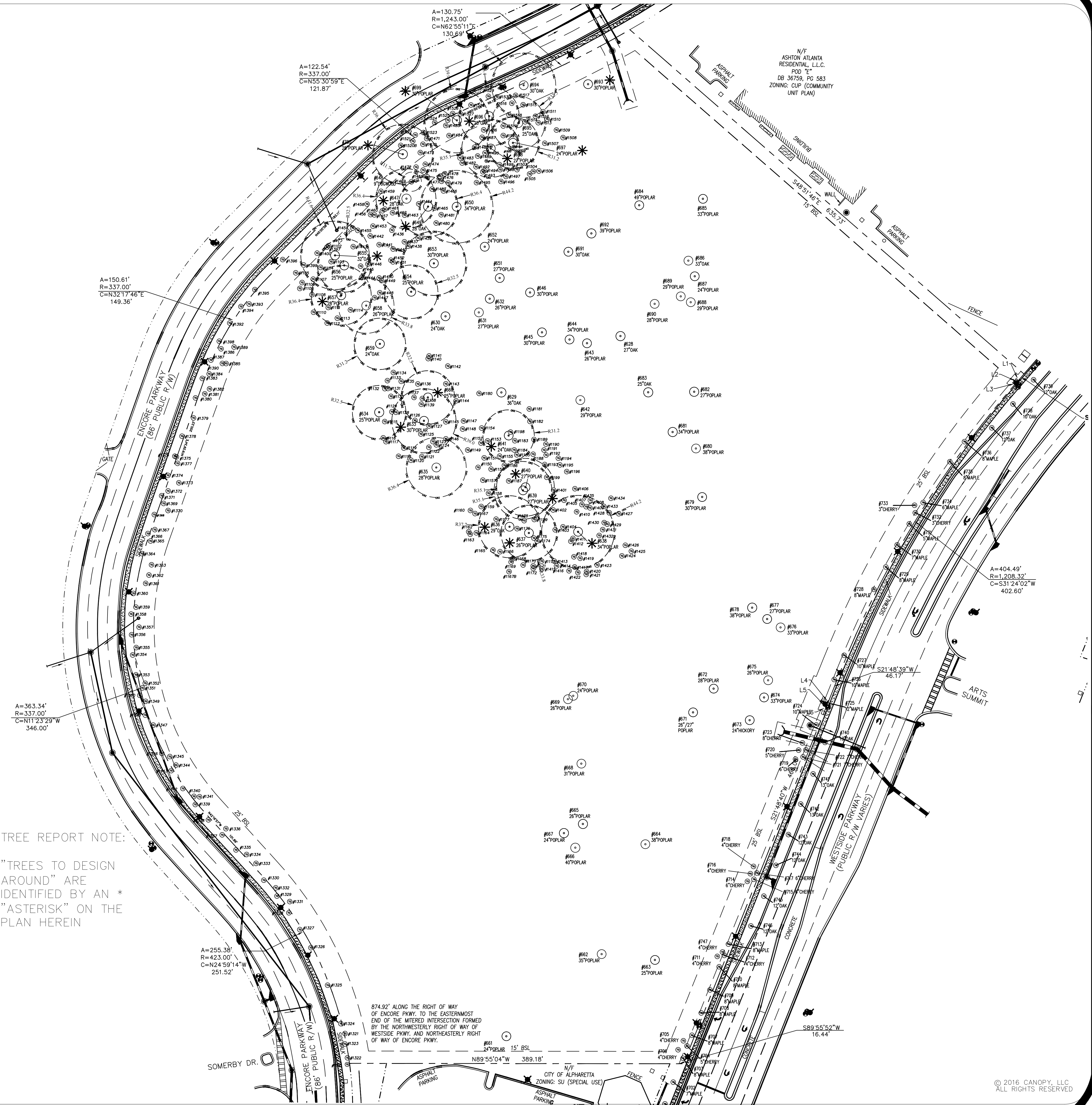
TREE REPORT NOTE:

"TREES TO DESIGN AROUND" ARE IDENTIFIED BY AN * "ASTERISK" ON THE PLAN HEREIN

TREES SHOWN HEREON WERE FIELD LOCATED UNDER MY SUPERVISION. ALL TREES SHOWN ARE ACCURATELY SHOWN RELATIVE TO THE BOUNDARY. THE UNDERSIGNED MAKES NO CERTIFICATION TO ANY OTHER INFORMATION SHOWN HEREON. TREE SIZE AND SPECIES PER ARBORIST REPORT.



JESSE GUNNIN 8.10.16
GA RLS NO. 3079



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WESTSIDE PARKWAY
POD F: LAND LOTS 651, 652, 689 & 69
1ST DISTRICT 1ST SECTION
CITY OF ALPHARETTA, GEORGIA

REVISIONS
1
2
3
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10

PROJECT NO. 15-141
DATE: 08.10.16
DRAWN BY: SAH
CHECKED BY: SAH

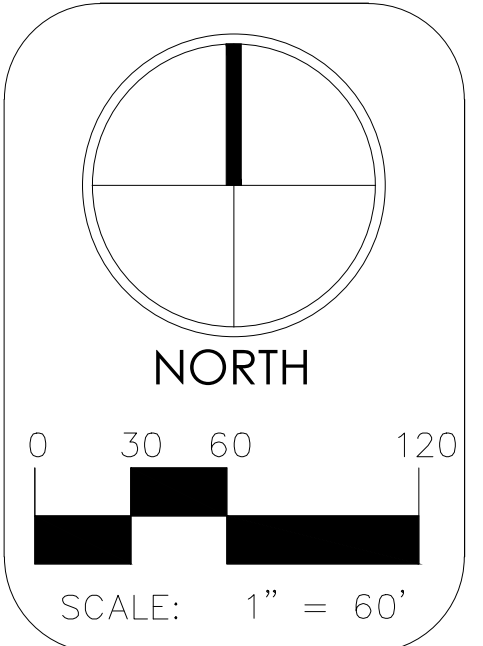
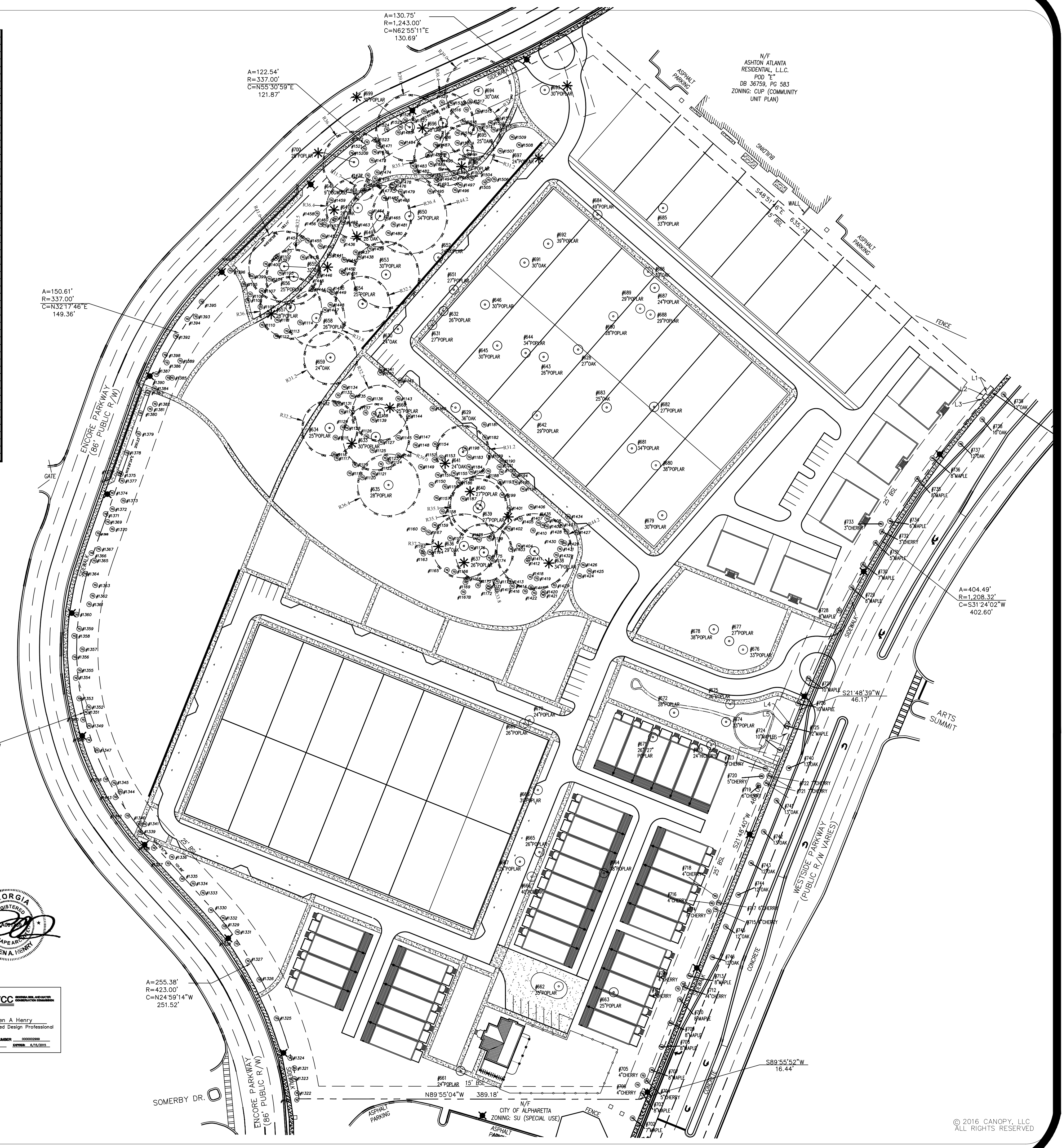
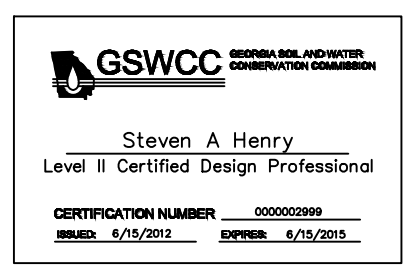
ZONING PLAN:
TREE SURVEY

TP-101
SHEET 1 of 2

TAG NUMBER/DBH	SPECIES	QUALITY
TREES OF QUALITY		
701	10.00 MAPLE	FAIR
702	7.00 MAPLE	FAIR
703	8.00 MAPLE	POOR
704	5.00 CHERRY	FAIR
705	4.00 MAPLE	FAIR
706	4.00 CHERRY	FAIR
707	8.00 MAPLE	FAIR
708	8.00 MAPLE	FAIR
709	8.00 MAPLE	FAIR
710	8.00 MAPLE	FAIR
711	4.00 CHERRY	GOOD
712	4.00 CHERRY	FAIR
713	8.00 MAPLE	FAIR
714	6.00 CHERRY	FAIR
715	6.00 CHERRY	FAIR
716	4.00 CHERRY	POOR
717	6.00 CHERRY	FAIR
718	4.00 CHERRY	FAIR
719	6.00 CHERRY	FAIR
720	5.00 CHERRY	FAIR
721	7.00 CHERRY	FAIR
722	7.00 CHERRY	FAIR
723	8.00 CHERRY	FAIR
724	10.00 MAPLE	FAIR
725	12.00 MAPLE	FAIR
726	10.00 MAPLE	FAIR
727	10.00 MAPLE	FAIR
728	8.00 MAPLE	FAIR
729	8.00 MAPLE	FAIR
730	7.00 MAPLE	FAIR
731	5.00 MAPLE	FAIR
732	3.00 CHERRY	GOOD
733	3.00 CHERRY	GOOD
734	6.00 MAPLE	FAIR
735	8.00 MAPLE	GOOD
736	8.00 MAPLE	GOOD
737	12.00 OAK	GOOD
738	10.00 OAK	GOOD
739	12.00 OAK	GOOD
740	13.00 OAK	GOOD
741	13.00 OAK	GOOD
742	13.00 OAK	GOOD
743	12.00 OAK	GOOD
744	12.00 OAK	GOOD
745	12.00 OAK	GOOD
746	12.00 OAK	GOOD
747	4.00 CHERRY	FAIR
1102	7.00 OAK	GOOD
1103	7.00 HARDWOOD	GOOD
1104	8.00 OAK	GOOD
1105	21.50 OAK	GOOD
1106	7.00 HICKORY	GOOD
1107	5.00 HARDWOOD	POOR
1108	15.50 PINE	GOOD
1109	13.00 PINE	GOOD
1110	6.00 HICKORY	GOOD
1111	7.00 OAK	GOOD
1112	10.00 HICKORY	GOOD
1113	8.00 HICKORY	GOOD
1114	9.00 HICKORY	GOOD
1115	7.00 HICKORY	GOOD
1116	9.00 HICKORY	GOOD
1117	5.00 HICKORY	GOOD
1118	11.00 HICKORY	GOOD
1119	21.00 POPLAR	GOOD
1120	8.00 HICKORY	GOOD
1121	18.00 POPLAR	GOOD
1122	4.00 OAK	GOOD
1123	9.00 OAK	GOOD
1124	6.00 HICKORY	GOOD
1125	19.00 POPLAR	GOOD
1127	8.00 OAK	GOOD
1128	7.00 OAK	GOOD
1129	7.00 OAK	GOOD
1130	6.00 POPLAR	GOOD
1131	5.00 DOGWOOD	GOOD
1132	11.00 POPLAR	POOR
1133	22.00 POPLAR	GOOD
1134	10.50 POPLAR	GOOD
1135	5.00 DOGWOOD	GOOD
1136	19.00 OAK	GOOD
1137	5.00 DOGWOOD	POOR
1138	21.50 POPLAR	GOOD
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1147	18.00 HICKORY	GOOD
1148	20.00 POPLAR	GOOD
1149	6.00 HICKORY	GOOD
1150	5.00 DOGWOOD	POOR
1151	16.00 POPLAR	GOOD
1152	7.00 OAK	GOOD
1153	5.00 HICKORY	GOOD
1154	5.00 POPLAR	GOOD
1155	6.00 HICKORY	GOOD
1156	21.00 POPLAR	GOOD
1157	18.00 HICKORY	GOOD
1158	22.00 HICKORY	GOOD
1159	6.00 HICKORY	GOOD
1160	6.00 DOGWOOD	POOR
1161	21.50 OAK	GOOD
1162	4.50 DOGWOOD	POOR
1163	16.00 PINE	GOOD
1164	4.00 DOGWOOD	POOR
1165	6.00 DOGWOOD	GOOD
1166	13.50 PINE	GOOD
1167	6.00 POPLAR	GOOD
1168	21.50 PINE	GOOD
1169	4.00 DOGWOOD	POOR
1170	17.00 PINE	GOOD
1171	7.00 PINE	POOR
1172	4.50 DOGWOOD	GOOD
1173	18.00 PINE	GOOD
1174	11.00 HICKORY	GOOD
1175	6.00 DOGWOOD	GOOD
1176	6.00 POPLAR	GOOD
1177	6.00 POPLAR	POOR
1178	8.00 DOGWOOD	GOOD
1179	22.00 HICKORY	GOOD
1180	10.00 POPLAR	GOOD
1181	10.00 POPLAR	GOOD
1182	12.00 HICKORY	GOOD
1183	8.00 HICKORY	GOOD
1184	22.00 POPLAR	GOOD
1185	6.00 POPLAR	POOR
1186	6.00 HICKORY	GOOD
1187	8.00 OAK	GOOD
1188	8.00 HICKORY	GOOD
1189	5.00 POPLAR	GOOD
1190	16.00 POPLAR	GOOD
1191	5.00 HICKORY	GOOD
1192	8.00 POPLAR	GOOD
1193	7.00 POPLAR	GOOD
1194	17.00 POPLAR	GOOD
1195	9.00 HICKORY	GOOD
1196	8.00 HICKORY	GOOD
1198	8.00 POPLAR	GOOD
1199	5.50 HICKORY	GOOD
1311	9.00 PINE	GOOD
1312	7.00 PINE	GOOD
1320	4.50 MAPLE	GOOD

1321	6.00 PINE	GOOD
1322	6.00 POPLAR	POOR
1323	4.00 CHERRY	GOOD
1324	4.00 MAPLE	GOOD
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1326	4.50 MAPLE	GOOD
1327	4.00 CHERRY	POOR
1328	5.50 MAPLE	POOR
1329	5.00 CHERRY	GOOD
1330	5.00 MAPLE	POOR
1331	12.00 PINE	GOOD
1332	5.00 CHERRY	GOOD
1333	5.00 PINE	GOOD
1334	4.00 PINE	GOOD
1335	6.00 MAPLE	GOOD
1336	5.00 PINE	GOOD
1337	4.50 CHERRY	GOOD
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1346	6.00 MAPLE	GOOD
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1348	5.00 MAPLE	GOOD
1349	4.00 CHERRY	GOOD
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1351	5.00 CHERRY	GOOD
1352	6.50 PINE	GOOD
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1362	4.00 PINE	GOOD
1363	5.00 PINE	GOOD
1364	6.00 MAPLE	GOOD
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1367	4.00 CHERRY	GOOD
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1380	7.00 MAPLE	GOOD
1381	4.00 PINE	GOOD
1382	4.00 PINE	GOOD
1383	4.00 CHERRY	GOOD
1384	5.00 CHERRY	GOOD
1385	4.00 PINE	GOOD
1386	4.00 CHERRY	GOOD
1387	7.00 MAPLE	POOR
1388	11.00 PINE	GOOD
1389	12.00 PINE	GOOD
1390	7.00 MAPLE	GOOD
1392	7.00 MAPLE	GOOD
1393	4.00 CHERRY	GOOD
1394	5.00 CHERRY	GOOD
1395	6.00 MAPLE	GOOD
1396	7.50 MAPLE	GOOD
1397	8.00 HARDWOOD	GOOD
1398	15.00 PINE	GOOD
1399	7.00 OAK	GOOD
1400	18.00 OAK	GOOD
1401	17.00 POPLAR	GOOD
1402	6.00 DOGWOOD	POOR
1403	11.00 HICKORY	GOOD
1404	17.00 HICKORY	GOOD
1405	12.50 POPLAR	POOR
1406	10.00 POPLAR	GOOD
1407	12.00 POPLAR	GOOD
1408	5.00 HICKORY	GOOD
1409	14.00 POPLAR	GOOD
1410	5.00 HICKORY	GOOD
1411	5.00 HICKORY	GOOD
1412	15.00 HICKORY	GOOD
1413	6.00 SOUTHWOOD	GOOD
1414	5.00 PINE	GOOD
1415	4.50 SOUTHWOOD	GOOD
1416	9.00 PINE	GOOD
1417	6.50 DOGWOOD	GOOD
1418	6.00 DOGWOOD	GOOD
1419	15.00 PINE	GOOD
1420	5.00 DOGWOOD	GOOD
1421	14.50 PINE	GOOD
1422	17.50 PINE	GOOD
1423	15.50 PINE	GOOD
1424	16.00 PINE	GOOD
1425	19.00 PINE	GOOD
1426	9.00 SWEETGUM	GOOD
1427	15.50 POPLAR	GOOD
1428	18.00 POPLAR	POOR
1429	13.00 POPLAR	GOOD
1430	8.50 POPLAR	POOR
1431	6.00 POPLAR	GOOD
1432	12.50 POPLAR	POOR
1433	11.50 POPLAR	GOOD
1434	6.00 HICKORY	GOOD
1435	7.00 OAK	GOOD
1436	11.50 HICKORY	GOOD
1437	15.00 HICKORY	GOOD
1438	9.00 HICKORY	GOOD
1439	18.00 OAK	GOOD
1440	12.00 HICKORY	GOOD
1441	4.00 HICKORY	GOOD
1442	5.50 HICKORY	GOOD
1443	18.00 POPLAR	GOOD
1444	19.00 POPLAR	GOOD
1445	5.00 DOGWOOD	POOR
1446	11.00 HICKORY	GOOD
1447	12.00 OAK	GOOD
1448	4.00 DOGWOOD	POOR
1449	9.00 OAK	GOOD
1450	7.00 DOGWOOD	POOR
1451	5.50 DOGWOOD	POOR
1452	16.00 PINE	GOOD
1453	7.00 HICKORY	GOOD
1454	21.50 OAK	GOOD
1455	18.00 OAK	GOOD
1456	23.00 POPLAR	GOOD
1457	10.00 HICKORY	GOOD
1458	10.00 HICKORY	GOOD
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1466	5.00 HICKORY	GOOD
1467	12.00 OAK	GOOD
1468	6.00 HICKORY	GOOD
1469	9.00 DOGWOOD	POOR
1470	9.00 HICKORY	GOOD
1471	10.00 HICKORY	GOOD
1472	11.00 HICKORY	GOOD

1473	4.00 HICKORY	GOOD
1474	4.00 DOGWOOD	GOOD
1475	9.00 POPLAR	GOOD
1476	16.00 POPLAR	GOOD
1477	4.00 DOGWOOD	POOR
1478	9.50 HICKORY	GOOD
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1487	18.00 POPLAR	GOOD
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1489	5.00 HICKORY	GOOD
1490	18.00 POPLAR	GOOD
1491	8.50 OAK	GOOD
1492	14.00 HICKORY	GOOD
1493	4.00 DOGWOOD	POOR
1494	10.00 OAK	GOOD
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1496	10.00 OAK	GOOD
1497	20.00 PINE	GOOD
1498	11.50 PINE	GOOD
1499	9.00 OAK	GOOD
1500	9.00 OAK	GOOD
1501	18.50 POPLAR	GOOD
1502	6.50 HICKORY	GOOD
1503	17.50 HICKORY	GOOD
1504	7.00 HICKORY	GOOD
1505	4.50 OAK	GOOD
1506	15.50 PINE	GOOD
1507	10.00 HICKORY	GOOD
1508	5.00 OAK	GOOD
1509	6.00 HICKORY	GOOD
1510	10.00 OAK	GOOD
1511	14.00 PINE	GOOD
1512	12.00 OAK	GOOD
1513	4.00 HARDWOOD	GOOD
1514	5.00 HICKORY	GOOD
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1517	9.00 HICKORY	GOOD
1518	4.00 DOGWOOD	GOOD
1519	4.50 HICKORY	GOOD
1521	4.50 CHERRY	GOOD
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1523	5.00 CHERRY	GOOD
1524	10.00 MAPLE	GOOD
1525	5.00 CHERRY	GOOD
1526	7.00 CHERRY	GOOD
1527	6.00 CHERRY	GOOD
1528	12.00 MAPLE	GOOD
1529	6.50 CHERRY	GOOD
1530	6.00 CHERRY	GOOD
1531	5.50 HICKORY	GOOD
1532	9.00 MAPLE	GOOD



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WESTSIDE PARKWAY
POD F: LAND LOTS 651, 652, 689 & 69
1ST DISTRICT 1ST SECTION
CITY OF ALPHARETTA, GEORGIA

REVISIONS
1
2
3
4
5
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7
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PROJECT NO. 15-141
DATE: 08.10.16
DRAWN BY: SAH
CHECKED BY: SAH

ZONING
PLAN:
SITE PLAN

TP-102
SHEET 2 of 2

Mark Shaw

From: Mark Shaw
Sent: Monday, October 17, 2016 2:17 PM
To: Mark Shaw
Subject: FW: Westside Parkway

From: Mark Shaw
Sent: Monday, October 17, 2016 2:16 PM
To: Mark Shaw
Subject: FW: Westside Parkway

From: Trevor Ralph [<mailto:TrevorRalph@LiveNation.com>]
Sent: Friday, October 14, 2016 4:29 PM
To: Mark Shaw
Subject: Re: Westside Parkway

I have reviewed and we can chat, but I do not support the change of zoning to residential.

On Oct 14, 2016, at 2:45 PM, Mark Shaw <mshaw@easlancapital.com> wrote:

Trevor, do you have a few minutes to talk by phone today? if not, is it safe for me to write in my report that you have reviewed the site plan and have no objections to our proposal.

Thank you

Mark
404-395-5219

From: Mark Shaw
Sent: Tuesday, October 11, 2016 12:00 PM
To: Trevor Ralph
Subject: Re: Westside Parkway

That works for me, but I have a report due to the city by Monday. Can we speak by phone for a few minutes sometime in the next couple of days?

Sent from my iPhone

On Oct 11, 2016, at 10:31 AM, Trevor Ralph <TrevorRalph@LiveNation.com> wrote:

Next week is better

From: Mark Shaw [<mailto:mshaw@easlancapital.com>]
Sent: Monday, October 10, 2016 2:16 PM

To: Trevor Ralph <TrevorRalph@LiveNation.com>

Subject: RE: Westside Parkway

Also, are you available to meet this week?

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: Westside Parkway Pod F

Contact Name: Mark Shaw

Telephone: 404-395-5219

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.

see attached

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: _____

Mark Shaw
Southeast Real Estate Acquisitions, LLC

Date: _____

10/17/16

Print Form

CITIZEN PARTICIPATION FORM-PART B

The following adjacent neighborhoods were contacted to attend a group meeting to discuss the proposed rezoning request:

Parc at Alpharetta
Westwood Park
Westside Commons
Westside Villas
Atria at Northpoint(formerly Somerby)
Verizon Amphitheatre

Applicant has completed 3 group meetings with adjacent property owners. All residences were contacted via email and postings:

Westwood Park	October 11 th 6:30pm
Parc Alpharetta, Westside Villas, Westside Commons	October 12 th 6:30pm
Atria at Northpoint(Somerby)	October 16 th 2:00pm

Most all of the attendees were pleased to know the property, if approved, would be developed in a residential manner more consistent with the surrounding properties. Many were surprised to know the current zoning allows for approximately 600,000 SF of office, a 500 room hotel and 300,000 SF of retail.

Traffic seemed to be the most prevailing issue discussed. However, due to the proposed developed square footage being more than 75% less than the current approved zoning, the traffic impact will be significantly less than previously anticipated.(see attached memo)

The landscaped buffer along the northern boundary was discussed with several of the individuals that live along the common property line within the Westside Commons property. Applicant stated there would be a landscaped buffer consisting of evergreens and hardwood trees along with a fence to help screen the sight lines from each property. Applicant offered an additional meeting with owners to finalize the discussions regarding the landscaping along the northern property line.

Everyone was pleased to know of the proposed 6 acre public park which is planned for development. Applicant discussed additional parallel parking along Encore Parkway.

Also, a question was raised regarding the storm water flow and erosion control. Applicant stated the project will be subject to the current state and city laws requiring an approved erosion plan designed by a professional engineer and shall adhere to that plan. Applicant also stated it stays proactive throughout the development process to maintain erosion control measures throughout construction. Applicant stated the common detention pond is located east of site near GA 400.

Lastly, a comment was made concerning the level of noise created by the amphitheatre. Applicant stated it would make sure the purchasers of the homes were fully aware of the amphitheatre and the times of operation. Applicant compared these homes as being no different than the situation in and around Chastain's amphitheatre. New buyers know the venue is there and believe it is somewhat eclectic to live near such an amenity. In addition, the 6 acre park and elevation change work as a buffer to the sound.

All 3 meetings were very positive and resulted in neighborhood support of the zoning proposal. Of the individuals we met and spoke with, to our knowledge the manager of the Amphitheatre is the only individual not in support of the rezoning.

Trevor Ralph-by phone, email correspondence attached
Clinton Kurtz-by email, email correspondence attached

Meeting Attendees:

Cindi Peek
Rosa Trenkamp
Bill Scullion, email correspondence attached
Gus Plakiotis
Rose Webb
Gerda Gardener
Steve and JoAnn Hudson
Pearl Skolnick
Chin and Barb Lin
Elaine Kemp
Claire Bivings
Jane Holt
Justine Freud
Bill and Jeri Dreger
John and Dot Daly
Norma Cerullo
Michael Warner, email correspondence attached



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Marietta, GA 30067
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www.areneng.com

Memorandum

To: Ashton Woods
From: Abdul K. Amer, PE
Date: October 13, 2016
Subject: Trip Generation Memorandum for Westside Parkway Residential Development

The purpose of this memorandum is to determine the trip generation that will result from the proposed residential development located between Westside Parkway and Encore Parkway in Alpharetta, Georgia. The proposed development will consist of 53 units of residential condominium/townhomes and 36 units of single-family detached housing. The development proposes one full-access driveway on Encore Parkway as well as one full-access driveway on Westside Parkway aligned with Arts Summit.



Figure 1 – Proposed Site Location

Trip generation estimates were based on the rates and equations published in the 9th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The preliminary trip generation for the site is based on the following ITE Land Uses: 210 – *Single-Family Detached Housing*, and 230 – *Residential Condominium/Townhouse*. Table 1, below, shows the estimated trip generation for the proposed development.

TABLE 1 TRIP GENERATION – PROPOSED DEVELOPMENT								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Single-Family Detached Housing	36 units	9	26	35	26	16	42	410
Residential Condo/Townhouse	53 units	5	26	31	24	12	36	370
Total		14	52	66	50	28	78	780

Table 2, below, shows the trip generation for the type of development the parcel is entitled to under its current zoning.

TABLE 2 TRIP GENERATION – ENTITLED ZONING								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
Shopping Center	298,035 sf	188	115	303	598	647	1,245	13,811
<i>Mixed-use Reduction</i>		-21	-17	-38	-66	-66	-132	-1,782
<i>Pass-by Trips (0%) 34%</i>		0	0	0	-181	-198	-379	-3,790
General Office Building	596,070 sf	702	96	798	127	619	746	5,098
<i>Mixed-use Reduction</i>		-3	-6	-9	-19	-15	-34	-534
Hotel	500 Rooms	156	109	265	153	147	300	4,102
<i>Mixed-use Reduction</i>		-16	-17	-33	-50	-54	-104	-1,350
Total without Reductions		1,046	320	1,366	878	1,413	2,291	23,011
Total with Reductions		1,006	280	1,286	562	1,080	1,642	15,555

As part of this memorandum, annual average daily traffic volumes were collected from the Georgia Department of Transportation traffic counter 1210938. Traffic volumes for 2010-2015 are listed below.

TABLE 3 AVERAGE ANNUAL DAILY TRAFFIC						
Year	2010	2011	2012	2013	2014	2015
Volume	21,580	21,260	21,220	12,180	12,200	13,100



Figure 2 – Location of Traffic Counter 1210938

Mark Shaw

From: Trevor Ralph <TrevorRalph@LiveNation.com>
Sent: Friday, October 14, 2016 4:29 PM
To: Mark Shaw
Subject: Re: Westside Parkway

I have reviewed and we can chat, but I do not support the change of zoning to residential.

On Oct 14, 2016, at 2:45 PM, Mark Shaw <mshaw@easlancapital.com> wrote:

Trevor, do you have a few minutes to talk by phone today? if not, is it safe for me to write in my report that you have reviewed the site plan and have no objections to our proposal.

Thank you

Mark
404-395-5219

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Sent: Tuesday, October 11, 2016 12:00 PM
To: Trevor Ralph
Subject: Re: Westside Parkway

That works for me, but I have a report due to the city by Monday. Can we speak by phone for a few minutes sometime in the next couple of days?

Sent from my iPhone

On Oct 11, 2016, at 10:31 AM, Trevor Ralph <TrevorRalph@LiveNation.com> wrote:

Next week is better

From: Mark Shaw [<mailto:mshaw@easlancapital.com>]
Sent: Monday, October 10, 2016 2:16 PM
To: Trevor Ralph <TrevorRalph@LiveNation.com>
Subject: RE: Westside Parkway

Also, are you available to meet this week?

From: Trevor Ralph [<mailto:TrevorRalph@LiveNation.com>]
Sent: Friday, October 07, 2016 10:39 PM
To: Mark Shaw
Subject: RE: Westside Parkway

Thanks Mark.

I'm curious, have you visited the property during a concert at the Amphitheatre?

Mark Shaw

From: Woodman, Michael <mwoodman@alpharetta.ga.us>
Sent: Tuesday, October 18, 2016 8:38 AM
To: Joe Ingram; Mark Shaw
Subject: FW: Public Hearing for Construction on Westside Parkway

This gentleman has comments regarding your development.

From: Clinton Kurtz [mailto:clintonkurtz@gmail.com]
Sent: Monday, October 17, 2016 5:29 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Re: Public Hearing for Construction on Westside Parkway

Michael,

The idea of a park is a great start, but I wonder how much it will be utilized since it is a gated community and on street parking is very limited and people will not know it is there.

It seems like this whole area is being built up with all residential properties. We have Parc Alpharetta, Overture at Encore, Somerby of Alpharetta, Westwood Park, Creekside and Westwood, Westside Villas, and two more large developments being built at the corner of Encore, Westside and Maxwell.

I know you do not want to pull customers from downtown Alpharetta and the mall so retail may not work, and I see the constraints with the elevation change of 80 feet for a large commercial project, but I feel like this spot is perfect for something. If you look at the map it is surrounded by homes, has Verizon amphitheater behind it and is connected to the mall.

Since you are building a parking deck in downtown Alpharetta, why not create a new food truck alley here in the park? This draws thousands of people each week, and I know you are getting a lot of backlash for removing the food truck location. You could have Ashton incorporate it into the park. You would need more on street parking, but this would create a new space for all the food truck people, and an amazing place for tailgating at concerts. The area is surrounded by homes so I know it could be supported.

I think whatever we build in this location it should be a feature attraction in Alpharetta.

Clinton J. Kurtz | 904-497-7215

Please consider the environment before printing this e-mail.

On Mon, Oct 17, 2016 at 3:38 PM, Woodman, Michael <mwoodman@alpharetta.ga.us> wrote:

Clinton,

You can ask questions now or at the hearing. I would recommend that you ask now and voice any concerns at the public hearings.

They are setting aside and developing a 6-acre public park on the side of the development closest to the Amphitheater. The purpose of the park is to provide needed park land to the area residents. However, people can use the park for picnicking before a concert at the Amphitheater. The site is currently approved for a mix of hotel/office/retail. While the City would like to see office development on this property, the site has some considerable topography constraints. The City has concerns with over-building hotels, so I'm not sure hotel is the best use. Retail is difficult in this area due to the proximity to North Point Pkwy once the Encore Pkwy bridge is re-opened. The applicant (Ashton Woods) will have to make their argument to City Council. If you would like, I would be more than happy to ask the applicant to call you so they can hear your concerns and try to address them. Just let me know.

Regards,

Michael A. Woodman, AICP

Senior Planner

City of Alpharetta

Community Development Department

2 Park Plaza

Alpharetta, Georgia 30009

[\(678\) 297-6072](tel:6782976072)

www.alpharetta.ga.us

From: Clinton Kurtz [mailto:clintonkurtz@gmail.com]

Sent: Monday, October 17, 2016 2:55 PM

To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Re: Public Hearing for Construction on Westside Parkway

Michael,

This is the right location. Thank you for the prompt response.

Can we ask questions at the hearing?

Since this is across from Verizon why aren't we trying to incorporate Verizon into the development? Like making an area for food trucks or tailgating? Encore Parkway is also the anchor of Alpharetta. Why not incorporate a more modern mixed use development that incorporates the community?

Clinton J. Kurtz | [904-497-7215](tel:904-497-7215)

273 Milton Avenue, Alpharetta GA 30009

Please consider the environment before printing this e-mail.

On Mon, Oct 17, 2016 at 12:51 PM, Woodman, Michael <mwoodman@alpharetta.ga.us> wrote:

Clinton,

If you are talking about the request across from the Verizon Amphitheater, see attached. If this is not the correct site, please let me know.

Regards,

Michael A. Woodman, AICP

Senior Planner

City of Alpharetta

Community Development Department

2 Park Plaza

Alpharetta, Georgia 30009

[\(678\) 297-6072](tel:6782976072)

www.alpharetta.ga.us

From: Clinton Kurtz [mailto:clintonkurtz@gmail.com]
Sent: Monday, October 17, 2016 12:45 PM
To: Woodman, Michael <mwoodman@alpharetta.ga.us>
Subject: Re: Public Hearing for Construction on Westside Parkway

Michael,

Good afternoon. Do you have a plan on what the new development will look like?

Clinton J. Kurtz | [904-497-7215](tel:9044977215)

Please consider the environment before printing this e-mail.

On Mon, Oct 17, 2016 at 12:30 PM, <homesideproperties@cincsystems.net> wrote:

Dear Residents

Please see attached important information about the construction on Westside Parkway. Thank you.

Mark Shaw

From: William Scullion <Bill.Scullion@atriaseniorliving.com>
Sent: Monday, October 17, 2016 11:42 AM
To: Mark Shaw; Rosa Trenkamp
Cc: Gus Plakiotis
Subject: RE: meeting

Mark,

I heard it went very well. I have the board in my office so when you are driving by just stop in and ask for me, Gus or Rosa and we'll give it back.

Again, thanks so much.

Bill Scullion

Assistant Executive Director

Atria North Point

100 Somerby Drive

Alpharetta, GA 30009

Cell: 678.860.9332

Office: 770.650.9577

Fax: 678.987.7068

www.atria-northpoint.com

www.thecostofwaiting.com

Virtual Dementia Tour-8 Minutes Video-ABC News Special:

<http://abcnews.go.com/Nightline/video/virtual-dementia-tour-families-understanding-alzheimers-disease-11226182>

From: Mark Shaw [mailto:mshaw@easlancapital.com]
Sent: Monday, October 17, 2016 11:32 AM
To: Rosa Trenkamp; William Scullion
Cc: Gus Plakiotis
Subject: RE: meeting

Would like to thank you all for having me to Atria at Northpoint to present our proposed zoning request. Everyone was quite nice and I really appreciate all the comments. We look forward to being good neighbors.

If there are any further questions or comments, please do not hesitate to call or email. I can pick up the board anytime.

Again, thank you for your time.

Mark Shaw
404-395-5219

From: Rosa Trenkamp [mailto:Rosa.Trenkamp@atriaseniorliving.com]
Sent: Friday, October 14, 2016 2:39 PM
To: Mark Shaw; William Scullion

Mark Shaw

From: Michael Warner <mwarner43@gmail.com>
Sent: Tuesday, October 18, 2016 9:18 AM
To: Mark Shaw
Subject: Re: Alpharetta zoning meeting

You are welcome! You have my full support, I believe this plan is the best plan for our community.

Mike

On Oct 18, 2016, at 8:57 AM, Mark Shaw <mshaw@easlancapital.com> wrote:

Thank you for attending. Please let me know if any concerns. Supporting comments are always welcome.

Mark

Sent from my iPhone

On Oct 18, 2016, at 8:55 AM, Michael Warner <mwarner43@gmail.com> wrote:

Hi Mark, I attended the zoning meeting last week.

Thank you,

Mike Warner

HOLT NEY ZATCOFF & WASSERMAN, LLP

ATTORNEYS AT LAW

100 GALLERIA PARKWAY, SUITE 1800

ATLANTA, GEORGIA 30339-5960

TELEPHONE 770-956-9600 FACSIMILE 770-956-1490

Ellen W. Smith
e-mail esmith@hnzw.com

October 3, 2016

BY HAND DELIVERY

Department of Community Development
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Application for Master Plan Amendment No. MP-16-12 ("***Application***") by Southeast Real Estate Acquisitions, LLC, with respect to that approximately 19.869-acre parcel of unimproved property located on Westside Parkway and commonly known as "Parcel F" of the Cousins Westside Proposal (the "***Property***")

AMENDMENT AND SUPPLEMENT TO APPLICATION

Ladies and Gentlemen:

Please accept this Amendment and Supplement to the Application on behalf of Southeast Real Estate Acquisitions, LLC ("***Applicant***"). Generally, this amendment and supplemental information reflects input from staff as to certain adjustments to the site plan and particularly to reflect the park design and improvements in connection with this Application.

Applicant hereby submits the enclosed documents and substitutes them in lieu of the site plan and tree survey previously filed in connection with the Application:

- (1) Updated tree survey per City Arborist requirements;
- (2) Updated "Trees of Quality" Survey and Analysis; and
- (3) Revised Site Plan.

As previously indicated, the 19.869-acre Parcel F Property was originally designated for an office or hotel/convention center use. But, since Parcel F has sat vacant since master plan approval more than a decade ago, it is clear that these uses are not viable uses for this Property. Instead, Applicant is proposing to develop a mix of residential units on the Property with 36 single family detached lots, 33 townhome lots and 20 manor home lots for a total number of 89 units, and an improved 6-acre park, all as more particularly shown on the enclosed site plan.

Given the Property's location directly across Encore Parkway from the Verizon Wireless Amphitheatre at Encore Park outdoor concert venue, Applicant's proposed park takes advantage of significant topography on the Property to create a tiered park and walking trail scenario that concert-goers and residents alike will be able to enjoy. Although the original master plan and zoning conditions contemplated a 6.5 acre park in Parcel F, Applicant's proposal for a 6 acre park improved with amenities to include a significant grassy lawn area, large enough for many team sports, walkways and showcase

HOLT NEY ZATCOFF & WASSERMAN, LLP

Community Development Office

City of Alpharetta

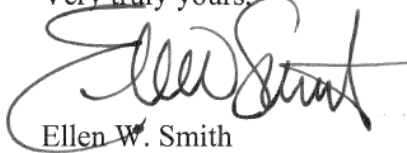
October 3, 2016

Page 2 of 2

opportunities for artwork will be a significant, useable amenity to the area. In addition to its site plan, Applicant has engaged the services of landscape architecture firm Pollock & Associates, Inc. to prepare a concept plan for the proposed 6-acre public park and to coordinate with the City's Park's Director to design a park that includes passive and active use opportunities that take advantage of existing topography and compliment the area.

This Amendment and Supplemental LOI and the enclosed documents support the Application. Applicant respectfully requests that the Department recommend approval of the Application. We are happy to answer any questions or provide any additional information that the Department may have with regard to this Application.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ellen W. Smith", written over a horizontal line.

Ellen W. Smith

EWS/ews

Enclosures

cc: Mr. Joe Ingram

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: Southeast Real Estate Acquisitions, LLC (Mark Shaw)

Telephone: 404.395.5219

Address: 3525 Piedmont Road

Suite: Bldg 8 Suite 205

City Atlanta

State: GA

Zip: 30305

Fax: _____

Mobile Tel: 404.395.5219

Email: mshaw@easlanccapital.com

Subject Property Information:

Address: Westside Parkway

Current Zoning: CUP

District: 1

Section: 1

Land Lot: 651,652,689,690

Parcel ID: 12-248006520514

Proposed Zoning: CUP

Current Use: Vacant (Approved Office/Retail)

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?

The Applicant proposes to develop six acres of the property, primarily along the northern and central area of the site as a publicly accessible park. The park would be improved with a trail system and provide a pedestrian connection through the entire site to Westside Parkway. The balance of the property would be developed with a mixture of residential units consisting of 31 detached lots (50 feet in width), 33 townhomes (24 feet in width) and 10 manor homes, each of which would contain 4 condominium units.

Applicant's Request (Please itemize the proposal):

This Application requests a master plan amendment for Parcel F of what was originally the Cousins Westside Proposal, approved in 2003. When approved, Parcel F was designated with a primary use of office/retail and a secondary use of hotel/convention center. Over 12 years have passed since the original approval of this project and over that period, it has become abundantly clear, as evidenced by development on the balance of the Westside project, that there is not a market for office or retail in this corridor. As this parcel is located directly across Encore Parkway from the Amphitheater, the design and location of the proposed park area will serve as an amenity not only to residents in the Westside Parkway area, but also for those attending events at the Amphitheater. Therefore, this request is to allow attached and detached residential uses within Parcel F.

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

See above.

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

This proposal will be compatible with the surrounding properties along Westside Parkway, almost all of which have been developed for a variety of residential uses. The six-acre park to be developed on this parcel is proposed to be publicly accessible and will provide an amenity for residents in the area as well as those attending events at the Amphitheater.

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

The proposed park area will constitute a valuable amenity to the residential properties along Westside Parkway. As the residential use is consistent with others which have been developed in the area, it will complement and not adversely affect the use and value of other parcels.

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

The conditions for Parcel F will call for office/retail as the primary use with hotel/convention center as a secondary use. Over the 12 years since the original approval of these conditions, the development of the balance of the Westside tract has clearly demonstrated that there is no market for office and retail uses in this area. Likewise, there has been no proposal for a hotel/convention center in the area and it would be incompatible at this point to propose such a use on the parcel, given the residential development of the balance of the Westside parcels.

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

There would, of course, be an increased population from those would live in the proposed 104 residences on the property, but the traffic impact would be minimal, particularly when compared to the existing approved uses of office/retail or hotel/convention center on the property.

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

The developer expects that there would be a minimal impact to schools, given the mix of residential types proposed for the parcel and all utilities are in place and adequate to serve the development.

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

The proposal is consistent with the sections of the plan describing the need for higher density for sale housing, particularly that which would provide opportunities for first time buyers. It is also consistent with the plan's intent to provide additional park areas and on the land use map, a park is shown generally in the area as proposed on this plan. The balance of the site is designated for office on the land use plan which, as proven by the market over the last 12 years, is not realistic at this

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

As noted, development since the original 2003 zoning of the property support not only the request for residential use on the property, but also make clear that the originally proposed uses on the property are infeasible and would be inconsistent with the kind of development in this area over the last 12 years.

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: Cousins Properties Incorporated / Bill Bassett

Telephone: 404.407.1000

Address: 191 Peachtree Street NE

Suite: 500

City Atlanta

State: GA

Zip: 30303

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: Southeast Real Estate Acquisitions, LLC (Mark Shaw)

Telephone: 404.395.5219

Address: 3525 Piedmont Road

Suite: Bldg 8 Suite 205

City Atlanta

State: GA

Zip: 30305

So Sworn and Attested:

Owner Signature:

Date:

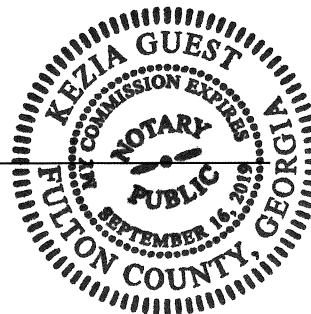
7-13-16

Notary:

Notary Signature:

Date:

7.13.16



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: Cousins Properties Incorporated

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 as 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:

Position:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

Description of Contribution:

Value:

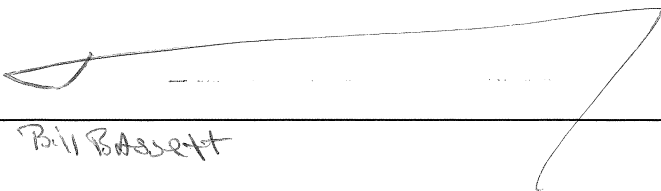
Description of Contribution:

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:


Bill Bassett

Date:

7-13-16

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Name of Applicant or Opponent: Southeast Real Estate Acquisitions, LLC (Mark Shaw)

Subject Public Hearing Case:

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Name of Official: _____ 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: _____

7/14/16

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Name of Applicant or Opponent: Southeast Real Estate Acquisitions, LLC (Mark Shaw)

Subject Public Hearing Case: _____

Campaign Contribution Information:

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Name of Official: N/A Position: N/A

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

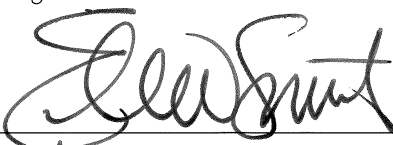
Description of Contribution: _____ Value: _____

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: 
Attorney for Applicant

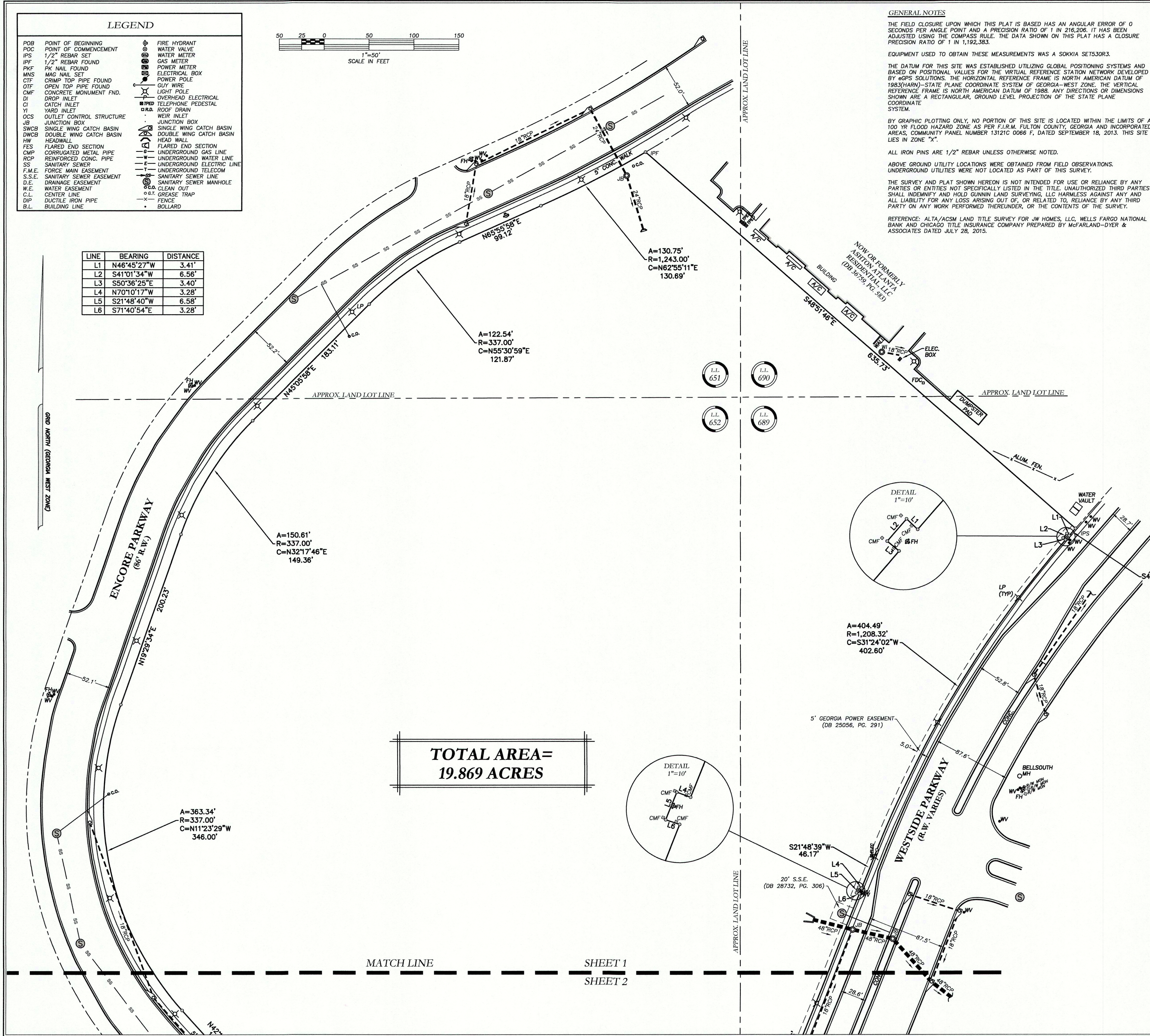
Date: July 15, 2016

Legal Description

All that tract or parcel of land lying and being in Land Lots 651, 652, 689 and 690 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at an iron pin set (1/2" rebar) located on the easterly right-of-way line of Encore Parkway (an 86' right-of-way width) which is also located 874.92 feet northerly along the easterly right-of-way line of Encore Parkway from the eastern end of the mitered intersection of Westside Parkway (a variable width right-of-way) and Encore Parkway; thence run northwesterly, northerly and northeasterly along the easterly right-of-way line of Encore Parkway the following courses and distances: along the arc of a curve to the left an arc distance of 255.38 feet to a point, said curve having a radius of 423.00 feet and being subtended by a chord bearing N24°59'14"W and a chord distance of 251.52 feet; N42°16'57"W a distance of 101.89 feet to a point; along the arc of a curve to the right an arc distance of 363.34 feet to a point, said curve having a radius of 337.00 feet and being subtended by a chord bearing N11°23'29"W and a chord distance of 346.00 feet; N19°29'34"E a distance of 200.23 feet to a point; along the arc of a curve to the right an arc distance of 150.61 feet to a point, said curve having a radius of 337.00 feet and being subtended by a chord bearing N32°17'46"E and a chord distance of 149.36 feet; N45°05'58"E a distance of 183.11 feet to a point; along the arc of a curve to the right an arc distance of 122.54 feet to a point, said curve having a radius of 337.00 feet and being subtended by a chord bearing N55°30'59"E and a chord distance of 121.87 feet; N65°55'58"E a distance of 99.12 feet to a point; along the arc of a curve to the left an arc distance of 130.75 feet to a point, said curve having a radius of 1243.00 feet and being subtended by a chord bearing N62°55'11"E and a chord distance of 130.69 feet to an iron pin found (1/2" rebar); thence leave the southerly right-of-way line of Encore Parkway and run S48°51'46"E a distance of 635.73 feet to an iron pin set (1/2" rebar) located on the northwesterly right-of-way line of Westside Parkway; thence run southwesterly along the northwesterly right-of-way line of Westside Parkway the following courses and distances: S41°08'14"W a distance of 10.67 feet to a point; N46°45'27"W a distance of 3.41 feet to a point; S41°01'34"W a distance of 6.56 feet to a point; S50°36'25"E a distance of 3.40 feet to a point; along the arc of a curve to the left an arc distance of 404.49 feet to a point, said curve having a radius of 1208.32 feet and being subtended by a chord bearing S31°24'02"W and a chord distance of 402.60 feet; S21°48'39"W a distance of 46.17 feet to a point; N70°10'17"W a distance of 3.28 feet to a point; S21°48'40"W a distance of 6.58 feet to a point; S71°40'54"E a distance of 3.28 feet to a point; S21°48'40"W a distance of 466.06 feet to an iron pin found (1/2" rebar); thence leave the westerly right-of-way line of Westside Parkway and run S89°55'52"W a distance of 16.44 feet to an iron pin set (1/2" rebar); thence run N89°55'04"W a distance of 389.18 feet to an iron pin set (1/2" rebar), said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 19.869 acres.



ALTA/ACSM LAND TITLE SURVEY FOR:
ASHTON ATLANTA RESIDENTIAL, LLC & CHICAGO TITLE INSURANCE COMPANY
LOCATED IN LAND LOTS 651, 652, 689 & 690
1st DISTRICT, 2nd SECTION, CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

DATE	DESCRIPTION
01.21.16	ALTA/ACSM LAND TITLE SURVEY

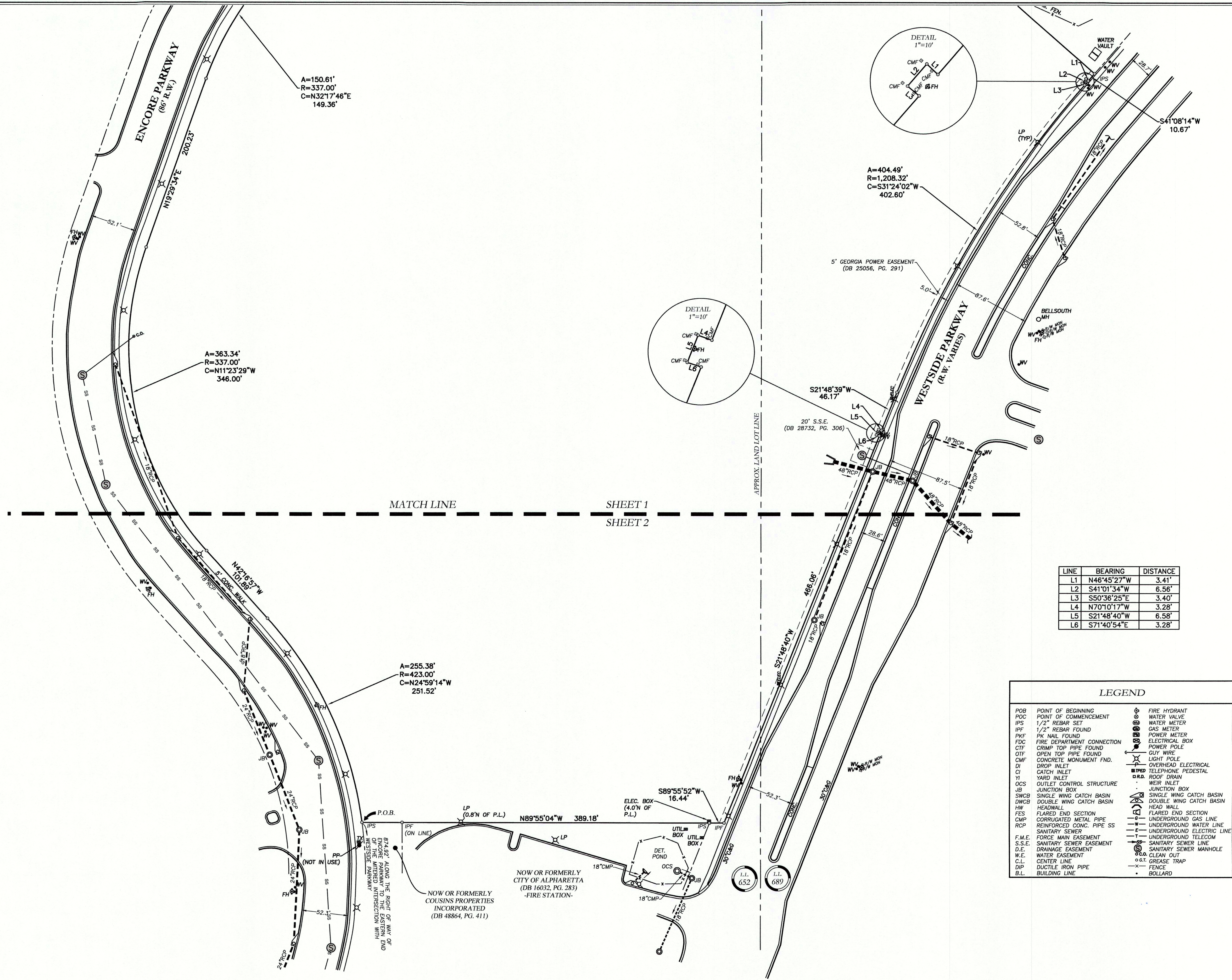
THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS ADOPTED BY THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THE ALTA/ACSM LAND SURVEYING PRACTICE ACT O.C.G.A. 15-6-67.



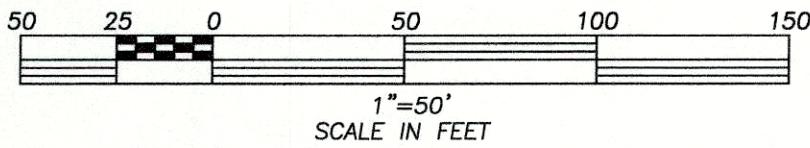
Gunnin
LAND SURVEYING, LLC

105 MOUNTAIN BROOK DRIVE, SUITE 104
ALPHARETTA, GEORGIA 30005
TEL: 678.680.7901
FAX: 678.609.4731
www.gunninlandsurveying.com
Land Surveyor Firm License No. LP000033

SHEET	OF
1	2
PROJECT NO. 16001	



LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	1/2" REBAR SET
IPF	1/2" REBAR FOUND
PKF	PK NAIL FOUND
FDC	FIRE DEPARTMENT CONNECTION
CTF	CRIMP TOP PIPE FOUND
OTF	OPEN TOP PIPE FOUND
CMF	CONCRETE MONUMENT FND.
DI	DROP INLET
CI	CATCH INLET
YI	YARD INLET
OCS	OUTLET CONTROL STRUCTURE
JCB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
HW	HEADWALL
FES	FLARED END SECTION
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONC. PIPE
S.S.	SANITARY SEWER
F.M.E.	FORCE MAIN EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
C.L.	CENTER LINE
D.I.	DUCTILE IRON PIPE
B.L.	BUILDING LINE
	FIRE HYDRANT
	WATER VALVE
	GAS METER
	POWER METER
	ELECTRICAL BOX
	POWER POLE
	GUY WIRE
	LIGHT POLE
	OVERHEAD ELECTRICAL
	TELEPHONE PEDESTAL
	ROOF DRAIN
	WEIR INLET
	JUNCTION BOX
	SINGLE WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	HEAD WALL
	FLARED END SECTION
	UNDERGROUND GAS LINE
	UNDERGROUND WATER LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELECOM
	SANITARY SEWER LINE
	SANITARY SEWER MANHOLE
	CLEAN OUT
	GREASE TRAP
	FENCE
	BOLLARD



ALTA/ACSM LAND TITLE SURVEY FOR:
**ASHTON ATLANTA RESIDENTIAL, LLC &
CHICAGO TITLE INSURANCE COMPANY**
LOCATED IN LAND LOTS 651, 652, 689 & 690
1st DISTRICT, 2nd SECTION, CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

DESCRIPTION
ALTA/ACSM LAND TITLE SURVEY

DATE
01.21.16

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN THE 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



Gunnin
LAND SURVEYING, LLC
155 KENNEDY DR. SUITE 104
CANTON, GA 30115
Tel: 678.880.7502
Fax: 678.880.4731
www.gunninlandsurveying.com
Land Surveyor Firm License No. LSF000033

SHEET
2
OF
2
PROJECT NO. 16001

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Ellen W. Smith
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July 15, 2016

BY HAND DELIVERY

Department of Community Development
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Re: Application for Master Plan Amendment (“**Application**”) by Southeast Real Estate Acquisitions, LLC, with respect to that approximately 19.869-acre parcel of unimproved property located on Westside Parkway and commonly known as “Parcel F” of the Cousins Westside Proposal, as more particularly shown on the survey submitted herewith (the “**Property**”)

LETTER OF INTENT

Ladies and Gentlemen:

On behalf of Southeast Real Estate Acquisitions, LLC (“**Applicant**”), we respectfully submit for your consideration the Application, the approval of which will allow the development of the Property with a mixture of residential units including 31 detached single family lots, 33 townhomes and 10 manor homes (which will each include 4 condominium units).

The Property

The Property is an approximately 19.869-acre unimproved tract that was originally designated under the 2003 master plan approved in connection with the Cousins Westside Proposal as “Parcel F”. The Property is zoned CUP (Community Unit Plan) and is bounded on the east by Westside Parkway and on the West by Encore Parkway. The Property is located directly across Encore Parkway from the Verizon Wireless Ampitheatre at Encore Park outdoor concert venue. As currently shown on the master plan, Parcel F was designated with a primary use of office/retail and a secondary use for hotel / convention center. But, after more than a decade after the original master plan approval, the most viable use of the property is for this mix of residential units. In fact, the existing property owner has received no interest for the development of hotel, office or retail on the Property.

Proposed Master Plan Amendment

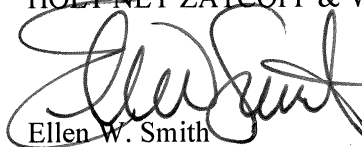
Applicant is proposing that the master plan uses be amended to allow for 104 new residential units, broken into a mix of single family, townhome and manor home condominium buildings as more particularly shown on the site plan submitted herewith. Among other amenities proposed, Applicant is proposing that approximately six acres of the Property be developed with a park and improved trail system, including a pedestrian connection to Westside Parkway. Applicant has more particularly outlines

HOLT NEY ZATCOFF & WASSERMAN, LLP
Community Development Office
City of Alpharetta
July 15, 2016
Page 2 of 2

its responses to the review criteria and provided all information required by the City to process this Application.¹

This Letter of Intent and the enclosed documents support the Application. Applicant respectfully requests that the Department recommend approval of the Application. We are happy to answer any questions or provide any additional information that the Department may have with regard to this Application.

Sincerely,
HOLT NEY ZATCOFF & WASSERMAN, LLP



Ellen W. Smith

EWS/ews
Enclosures
cc: Mr. Joe Ingram

¹ Applicant hereby notifies the City of its constitutional concerns with respect to the Applications. Specifically, if the Council denies the Applications in whole or in part, then the Property does not have a reasonable economic use under The Unified Development Code of the City of Alpharetta, Georgia (the “Code”). Moreover, the Application meets the 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. See Guhl vs. Holcomb Bridge Road, 238 Ga. 322 (1977). If the Council denies the Application in whole or in part, such an action will deprive Applicant and Owner of the ability to use the Property in accordance with its highest and best use. Similarly, if the Council amends the zoning of the Property to some classification other than the requested residential use requested without Applicant’s consent, or if the Council limits its approval by attaching conditions to such approval affecting the Property or the use thereof without Applicant’s consent, then such approval would deprive Applicant of any reasonable use and development of the Property. Any such action is unconstitutional and will result in a taking of property rights in violation of the just compensation clause of the Constitution of the State of Georgia (see Ga. Const. 1983, Art. I, § 3, para. 1(a)), and the just compensation clause of the Fifth Amendment to the United States Constitution (see U.S. Const. Amend. 5). To the extent that the Code allows such an action by the Council, the Code is unconstitutional. Any such denial or conditional approval would discriminate between Applicant and the owner of the Property and owners of similarly situated property in an arbitrary, capricious, unreasonable and unconstitutional manner in violation of Article I, Section I, Paragraph 2 of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Finally, a failure to grant the Application or a conditional approval of the Application (with conditions not expressly approved by Applicant) would constitute a gross abuse of discretion and would constitute an unconstitutional violation Applicant’s rights to substantive and procedural due process as guaranteed by the Constitution of the State of Georgia (see Ga. Const. 1983, Art. I, § 1, para. 1) and the Fifth and Fourteenth Amendments of the Constitution of the United States (see U.S. Const. Amend. 5 and 14). Applicant further challenges the constitutionality and enforceability of the Code (together with all applicable land use and zoning maps, comprehensive plans, zoning regulations, conditions and site plans), in whole and in relevant part, for lack of objective standards, guidelines or criteria limiting the City’s discretion in considering or deciding applications for master plan amendments. Nevertheless, Applicant remains optimistic that the City’s consideration of the Application will be conducted in a constitutional manner.

CP & E

CHRISTOPHER PLANNING
& ENGINEERING



GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 02.17.2018)
280 SETTLDOWN COURT
ROSWELL, GEORGIA 30075
PHONE 770.331.7303
FAX 678.352.1515

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLEMENTED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

CONCEPT PLANS
FOR:

WESTSIDE PARKWAY Pod F

TAX ID 12 248006520514
LAND LOTS 651, 652, 689, 690
1ST DISTRICT, 1ST SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

FOR:



ASHTON WOODS™

ASHTON ATLANTA RESIDENTIAL LLC
3820 MANSELL ROAD
SUITE 300
ALPHARETTA, GEORGIA 30022
PHONE 770.642.6123

REVISIONS

01.27.2016 ADDED SURVEYED TREES

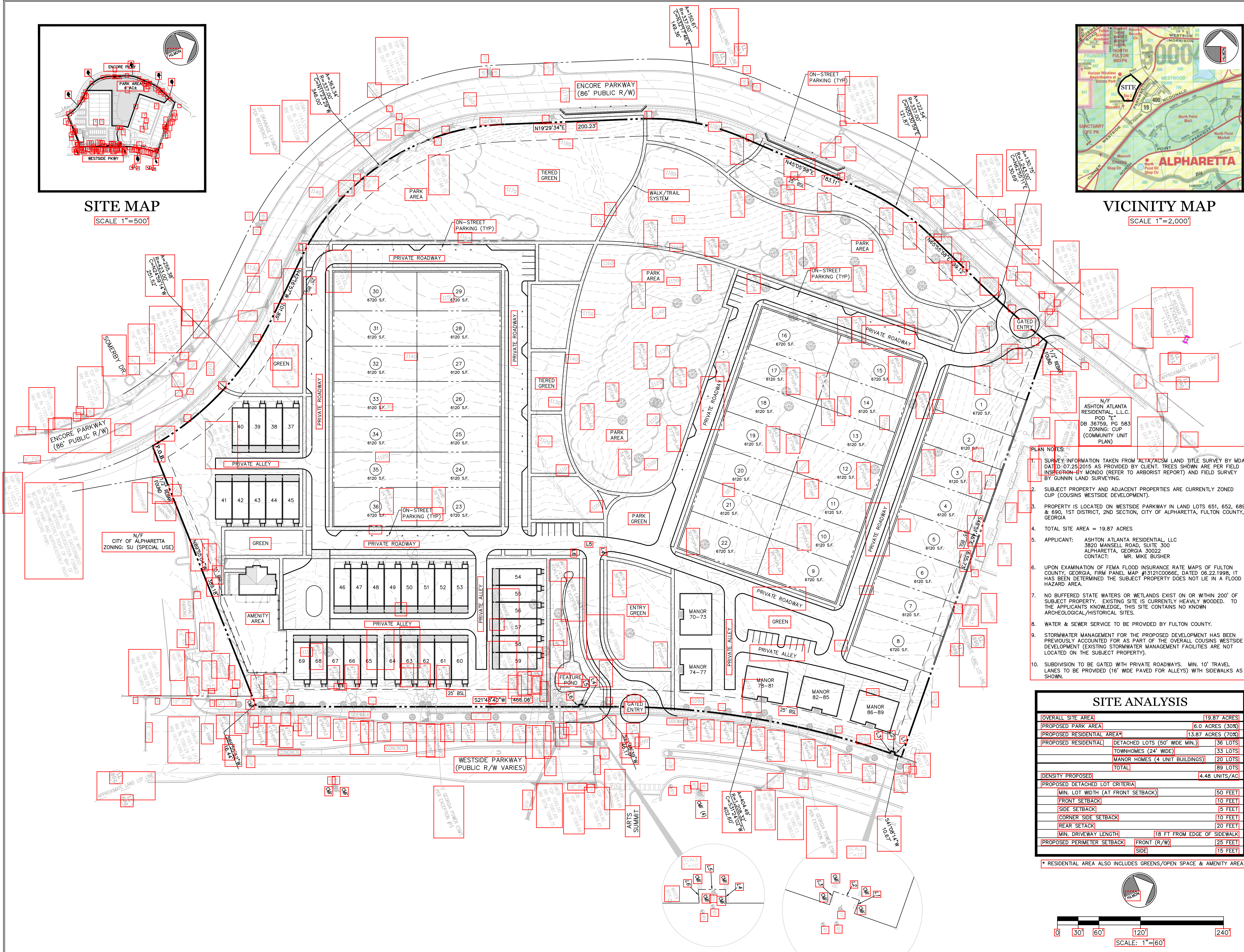
DATE:
JANUARY 4, 2016

CP&E DRAWING NO:
201513922_011816.dwg

ZONING
SITE PLAN

SHEET NO

Z.2



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: Westside Parkway Pod F

Contact Name: Mark Shaw

Telephone: 404-395-5219

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 adjoining property owners will be notified of the

application. Any civic organizations identified by the City of

Alpharetta as having an interest in the property will also be

contacted.

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

☐

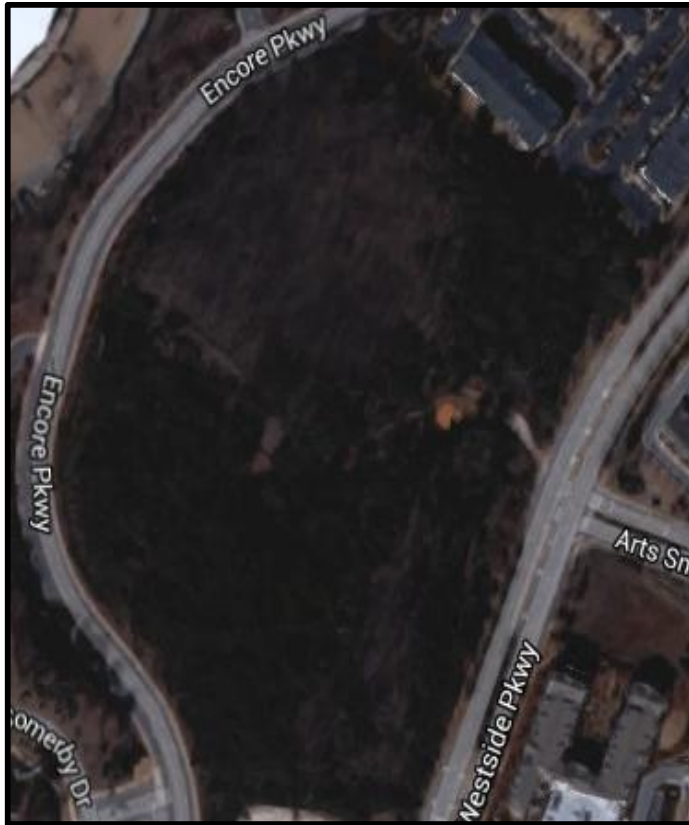
Other (Please Specify)

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.

The letter submitted will describe the project and provide contact information for the applicant or his attorney to respond to questions or concerns.

Tree Inventory & Analysis

Project:



WESTSIDE POD F

On-Site Evaluation Date (s):

DECEMBER 31, 2015

Report Date:

JANUARY 3, 2016

DESCRIPTION OF PROJECT SITE

The project site is 19.870 acres with sloping terrain and mixed hardwoods and softwoods.

EVALUATION BASED ON

Evaluation is based upon field observation and practical horticulture and arboriculture experience. No sub-grade or internal coring investigation was performed on the subject trees. Photos of damage or defect, are included (Exhibit A)

CONDITION DEFINED

GOOD: Tree has excellent vigor and is actively growing without any serious pathogenic problems. Tree exhibits a structural form that is safe and typical of the species.

FAIR: Tree is in moderate health, but may have a minor pathogenic problem. Tree may have minor structural defects and may not exhibit optimal form for the species in an urban environment. A tree in fair condition may not react favorably to site developments or additional stress.

POOR: Tree's vigor is low to moderate. It may also have moderate to severe structural defects or a form that is undesirable for the species. Some trees in poor condition are not recoverable and could degrade into a state of advanced decline leading to death. Some poor trees are in severe decline.

NONSPECIMEN / DDH: Tree is Poor, not of specimen quality per standards of jurisdictional code, Dead, Diseased and/or Hazardous per professional opinion of this Arborist.

INVASIVE: Trees that are non-indigenous to the Atlanta area, Piedmont region.

HAZARDOUS: Tree with uncorrectable defects severe enough to pose present danger to people or buildings under normal conditions, as determined by an Arborist or Forester.

DBH: Diameter of trunk in inches, measured at 4.5' above average soil level. Where split, tree is measured at narrowest point below split.

SPLIT: Trunk splits into two trunks or is two trees growing together at a point of inclusive bark. See Arborist note last page of report.

Tree # 628

Species Oak

Size (DBH) 27

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☒	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: 1412



Tree # 629

Species Oak

Size (DBH) 36

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes: 22/17



Tree # 630

Species Oak

Size (DBH) 24

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 631

Species Poplar

Size (DBH) 27

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☒
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 632

Species Poplar

Size (DBH) 26

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 633

Species Poplar

Size (DBH) 30

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 634

Species Poplar

Size (DBH) 25

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



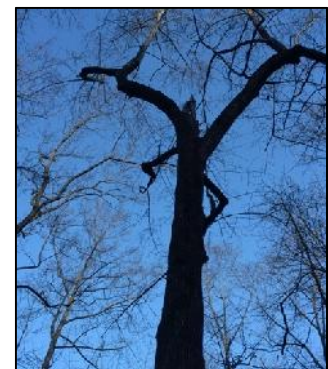
Tree # 635

Species Poplar

Size (DBH) 28

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☒	Broken Branches	☒	Included Bark	☐
Decay	☒	Dead Branches	☒	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 636

Species Oak

Size (DBH) 29

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 637

Species Poplar

Size (DBH) 26

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 638

Species Poplar

Size (DBH) 34

GOOD ☒	FAIR ☐	POOR ☐	Non-Specimen / DDH ☐
Canopy		Trunk	
Multi-Leaders ☐	Conk/Mushroom ☐	Weak Attachment ☐	Codominant ☐
Included Bark ☐	Open Wound ☐	Broken Branches ☐	Included Bark ☐
Decay ☐	Dead Branches ☐	Dead Branches ☐	Heartwood Decay ☐
Canker/Gall ☐	Unbalanced Crown ☐	Tip Dieback ☐	Canker/Gall ☐
Roots/Sight Conditions		Lightning Damage ☐	Ooze ☐
Surface Roots ☐	Target ☐	Conk/Mushroom ☐	☐
Root Decay ☐	Slope ☒	Open Wound ☐	☐

Notes:



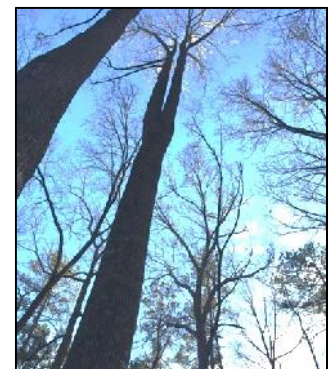
Tree # 639

Species Poplar

Size (DBH) 27

GOOD ☐	FAIR ☒	POOR ☐	Non-Specimen / DDH ☐
Canopy		Trunk	
Multi-Leaders ☒	Conk/Mushroom ☐	Weak Attachment ☐	Codominant ☐
Included Bark ☐	Open Wound ☐	Broken Branches ☐	Included Bark ☐
Decay ☐	Dead Branches ☐	Dead Branches ☐	Heartwood Decay ☐
Canker/Gall ☐	Unbalanced Crown ☐	Tip Dieback ☐	Canker/Gall ☐
Roots/Sight Conditions		Lightning Damage ☐	Ooze ☐
Surface Roots ☐	Target ☐	Conk/Mushroom ☐	☐
Root Decay ☐	Slope ☒	Open Wound ☐	☐

Notes:



Tree # 640

Species Poplar

Size (DBH) 27

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Twist in trunk



Tree # 641

Species Oak

Size (DBH) 24

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 642

Species Poplar

Size (DBH) 29

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☒

Notes:



Tree # 643

Species Poplar

Size (DBH) 26

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Twist in leader



Tree # 644

Species Poplar

Size (DBH) 34

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☒	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 645

Species Poplar

Size (DBH) 30

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes: Twist in leader



Tree # 646

Species Poplar

Size (DBH) 30

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes: Twist in leader



Tree # 647

Species Oak

Size (DBH) 28

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 648

Species Dogwood

Size (DBH) 9

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 649

Species Oak

Size (DBH) 28

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 650

Species Poplar

Size (DBH) 34

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 651

Species Poplar

Size (DBH) 27

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots	☐	Target	☐	Conk/Mushroom	☐	Ooze	☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 652

Species Poplar

Size (DBH) 24

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 653

Species Poplar

Size (DBH) 30

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☒	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 654

Species Poplar

Size (DBH) 25

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 655

Species Oak

Size (DBH) 32

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☒	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☒	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☒	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 656

Species Poplar

Size (DBH) 25

GOOD ☒		FAIR ☐		POOR ☐		Non-Specimen / DDH ☐	
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions							
Surface Roots	☐	Target	☒	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 657

Species Poplar

Size (DBH) 28

GOOD ☒		FAIR ☐		POOR ☐		Non-Specimen / DDH ☐	
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions							
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 658

Species Poplar

Size (DBH) 26

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 659

Species Oak

Size (DBH) 24

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☒	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 660

Species Poplar

Size (DBH) 25

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 661

Species Poplar

Size (DBH) 24

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 662

Species Poplar

Size (DBH) 35

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☒	Broken Branches	☒	Included Bark	☐
Decay	☒	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☒	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☒
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 663

Species Poplar

Size (DBH) 25

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 664

Species Poplar

Size (DBH) 38

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☒
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 665

Species Poplar

Size (DBH) 26

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 666

Species Poplar

Size (DBH) 40

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☒	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Multiple trees growing together. Cavity with water.



Tree # 667

Species Poplar

Size (DBH) 24

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 668

Species Poplar

Size (DBH) 31

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 669

Species Poplar

Size (DBH) 26

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 670

Species Poplar

Size (DBH) 24

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 671

Species Poplar

Size (DBH) 26/27

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☒	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Two trees



Tree # 672

Species Poplar

Size (DBH) 28

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 673

Species Hickory

Size (DBH) 24

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Ivy



Tree # 674

Species Poplar

Size (DBH) 33

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Vine



Tree # 675

Species Poplar

Size (DBH) 26

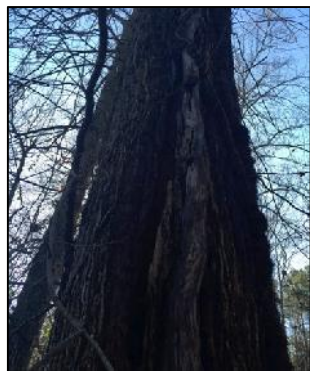
GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☒	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree #	676	Species	Poplar	Size (DBH)	33
GOOD	☐	FAIR	☐	POOR	☐
				Non-Specimen / DDH	☒
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒
Decay	☒	Dead Branches	☐	Dead Branches	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	677	Species	Poplar	Size (DBH)	27
GOOD	☒	FAIR	☐	POOR	☐
				Non-Specimen / DDH	☐
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree # 678

Species Poplar

Size (DBH) 38

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: 15/25



Tree # 679

Species Poplar

Size (DBH) 30

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 680

Species Poplar

Size (DBH) 38

GOOD	FAIR	POOR	Non-Specimen / DDH ☒
Canopy		Trunk	
Multi-Leaders ☒	Conk/Mushroom	Weak Attachment	Codominant
Included Bark	Open Wound	Broken Branches	Included Bark
Decay	Dead Branches	Dead Branches	Heartwood Decay ☒
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall
Roots/Sight Conditions		Lightning Damage	Ooze
Surface Roots	Target	Conk/Mushroom	
Root Decay	Slope	Open Wound	

Notes:



Tree # 681

Species Poplar

Size (DBH) 34

GOOD	FAIR ☒	POOR	Non-Specimen / DDH ☐
Canopy		Trunk	
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant ☒
Included Bark	Open Wound	Broken Branches	Included Bark ☒
Decay	Dead Branches	Dead Branches	Heartwood Decay
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall
Roots/Sight Conditions		Lightning Damage	Ooze
Surface Roots	Target	Conk/Mushroom	
Root Decay	Slope	Open Wound	

Notes:



Tree # 682

Species Poplar

Size (DBH) 27

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 683

Species Oak

Size (DBH) 25

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 684

Species Poplar

Size (DBH) 49

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 685

Species Poplar

Size (DBH) 33

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 686

Species Oak

Size (DBH) 33

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☒	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Split In trunk



Tree # 687

Species Poplar

Size (DBH) 24

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Twist in trunk



Tree # 688

Species Poplar

Size (DBH) 29

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☒
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 689

Species Poplar

Size (DBH) 29

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☒
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Twist In leader, 14/21



Tree # 690

Species Poplar

Size (DBH) 28

GOOD	☐	FAIR	☐	POOR	☐	Non-Specimen / DDH	☒
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☒	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Curve in main leader



Tree # 691

Species Oak

Size (DBH) 30

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree #	692	Species	Poplar	Size (DBH)	39
GOOD	☐	FAIR	☐	POOR	☒
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes: 7/18/12/7



Tree #	693	Species	Poplar	Size (DBH)	30
GOOD	☒	FAIR	☐	POOR	☐
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	994	Species	Oak	Size (DBH)	30
GOOD	☐	FAIR	☐	POOR	☐
				Non-Specimen / DDH	☒
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage	☐	Ooze
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	695	Species	Oak	Size (DBH)	25
GOOD	☐	FAIR	☐	POOR	☐
				Non-Specimen / DDH	☒
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☒	Broken Branches	☐
Decay	☒	Dead Branches	☒	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage	☐	Ooze
Surface Roots	☐	Target	☒	Conk/Mushroom	☐
Root Decay	☐	Slope	☒	Open Wound	☐

Notes:



Tree # 696

Species Oak

Size (DBH) 28

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☒	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☒	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☒	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 697

Species Poplar

Size (DBH) 24

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Twist in main leader



Tree #	698	Species	Poplar	Size (DBH)	27
GOOD	☒	FAIR	☐	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☒	Conk/Mushroom	☐
Root Decay	☐	Slope	☒	Open Wound	☐

Notes:



Tree #	699	Species	Poplar	Size (DBH)	30
GOOD	☐	FAIR	☒	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☒	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☒	Conk/Mushroom	☐
Root Decay	☐	Slope	☒	Open Wound	☐

Notes:



Tree # 700

Species Poplar

Size (DBH) 28

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions							
Surface Roots	☐	Target	☒	Lightning Damage	☐	Ooze	☐
Root Decay	☐	Slope	☒	Conk/Mushroom	☐		☐
				Open Wound	☐		☐

Notes: 24/9



Tree # 701

Species Maple

Size (DBH) 10

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions							
Surface Roots	☒	Target	☐	Lightning Damage	☐	Ooze	☐
Root Decay	☐	Slope	☐	Conk/Mushroom	☐		☐
				Open Wound	☐		☐

Notes: Needs pruning. Planted to high.



Tree # 702

Species Maple

Size (DBH) 7

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 703

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☐	POOR	☒	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☒	Codominant	☒
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☒
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 704

Species Cherry

Size (DBH) 5

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 705

Species Cherry

Size (DBH) 4

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 706

Species Cherry

Size (DBH) 4

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 707

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 708

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 709

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 710

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots				☒	Target	☐	Conk/Mushroom
Root Decay				☐	Slope	☐	Open Wound

Notes:



Tree # 711

Species Cherry

Size (DBH) 4

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage			
Surface Roots				☐	Target	☐	Conk/Mushroom
Root Decay				☐	Slope	☐	Open Wound

Notes:



Tree # 712

Species Cherry

Size (DBH) 4

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree # 713

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 714

Species Cherry

Size (DBH) 6

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 715

Species Cherry

Size (DBH) 6

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree #	716	Species	Cherry	Size (DBH)	4
GOOD	☐	FAIR	☐	POOR	☒
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐
			Codominant ☐		
			Included Bark ☐		
			Heartwood Decay ☐		
			Canker/Gall ☒		
			Ooze ☐		

Notes: prune



Tree #	717	Species	Cherry	Size (DBH)	6
GOOD	☐	FAIR	☒	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐
			Codominant ☐		
			Included Bark ☐		
			Heartwood Decay ☐		
			Canker/Gall ☐		
			Ooze ☐		

Notes: prune



Tree # 718

Species Cherry

Size (DBH) 4

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 719

Species Cherry

Size (DBH) 6

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree # 720

Species Cherry

Size (DBH) 5

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 721

Species Cherry

Size (DBH) 7

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders		Conk/Mushroom		Weak Attachment		Codominant	
Included Bark		Open Wound		Broken Branches		Included Bark	
Decay		Dead Branches		Dead Branches		Heartwood Decay	
Canker/Gall		Unbalanced Crown		Tip Dieback		Canker/Gall	
Roots/Sight Conditions				Lightning Damage		Ooze	
Surface Roots		Target		Conk/Mushroom			
Root Decay		Slope		Open Wound			

Notes: Prune



Tree #

Species

Size (DBH)

Notes:

Blank Intentionally

Tree # 722

Species Cherry

Size (DBH) 7

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 723 Species Cherry Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree # 724 Species Maple Size (DBH) 10

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree # 725

Species Maple

Size (DBH) 12

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune. Girdling root.



Tree # 726

Species Maple

Size (DBH) 10

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree #	727	Species	Maple	Size (DBH)	10
GOOD	☐	FAIR	☒	POOR	☐
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☒	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes: prune



Tree #	728	Species	Maple	Size (DBH)	8
GOOD	☐	FAIR	☒	POOR	☐
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage		
Surface Roots	☒	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes: prune



Tree # 729

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: prune



Tree # 730

Species Maple

Size (DBH) 7

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes: Prune



Tree #	731	Species	Maple	Size (DBH)	5
GOOD	☐	FAIR	☒	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☒	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	732	Species	Cherry	Size (DBH)	3
GOOD	☒	FAIR	☐	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	733	Species	Cherry	Size (DBH)	3
GOOD	☒	FAIR	☐	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☐	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes:



Tree #	734	Species	Maple	Size (DBH)	6
GOOD	☐	FAIR	☒	POOR	☐
			Non-Specimen / DDH ☐		
Canopy			Trunk		
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐
Roots/Sight Conditions			Lightning Damage ☐		
Surface Roots	☒	Target	☐	Conk/Mushroom	☐
Root Decay	☐	Slope	☐	Open Wound	☐

Notes: Prune



Tree # 735

Species Maple

Size (DBH) 8

GOOD	☒	FAIR	☐	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 736

Species Maple

Size (DBH) 8

GOOD	☐	FAIR	☒	POOR	☐	Non-Specimen / DDH	☐
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☒	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☒	Open Wound	☐		☐

Notes:



Tree # 737

Species Oak

Size (DBH) 12

GOOD ☒		FAIR ☐		POOR ☐		Non-Specimen / DDH ☐	
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 738

Species Oak

Size (DBH) 10

GOOD ☒		FAIR ☐		POOR ☐		Non-Specimen / DDH ☐	
Canopy				Trunk			
Multi-Leaders	☐	Conk/Mushroom	☐	Weak Attachment	☐	Codominant	☐
Included Bark	☐	Open Wound	☐	Broken Branches	☐	Included Bark	☐
Decay	☐	Dead Branches	☐	Dead Branches	☐	Heartwood Decay	☐
Canker/Gall	☐	Unbalanced Crown	☐	Tip Dieback	☐	Canker/Gall	☐
Roots/Sight Conditions				Lightning Damage	☐	Ooze	☐
Surface Roots	☐	Target	☐	Conk/Mushroom	☐		☐
Root Decay	☐	Slope	☐	Open Wound	☐		☐

Notes:



Tree # 739

Species Oak

Size (DBH) 12

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders		Conk/Mushroom	Weak Attachment	Codominant
Included Bark		Open Wound	Broken Branches	Included Bark
Decay		Dead Branches	Dead Branches	Heartwood Decay
Canker/Gall		Unbalanced Crown	Tip Dieback	Canker/Gall
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots		Target	Conk/Mushroom	
Root Decay		Slope	Open Wound	

Notes:



Tree # 740

Species Oak

Size (DBH) 13

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders		Conk/Mushroom	Weak Attachment	Codominant
Included Bark		Open Wound	Broken Branches	Included Bark
Decay		Dead Branches	Dead Branches	Heartwood Decay
Canker/Gall		Unbalanced Crown	Tip Dieback	Canker/Gall
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots		Target	Conk/Mushroom	
Root Decay		Slope	Open Wound	

Notes:



Tree # 741

Species Oak

Size (DBH) 13

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 742

Species Oak

Size (DBH) 13

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 743

Species Oak

Size (DBH) 12

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 744

Species Oak

Size (DBH) 12

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 745

Species Oak

Size (DBH) 12

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 746

Species Oak

Size (DBH) 12

GOOD	☒	FAIR	POOR	Non-Specimen / DDH
Canopy		Trunk		
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant	
Included Bark	Open Wound	Broken Branches	Included Bark	
Decay	Dead Branches	Dead Branches	Heartwood Decay	
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall	
Roots/Sight Conditions		Lightning Damage	Ooze	
Surface Roots	Target	Conk/Mushroom		
Root Decay	Slope	Open Wound		

Notes:



Tree # 747

Species Cherry

Size (DBH) 4

GOOD		FAIR	☒	POOR	Non-Specimen / DDH	
Canopy			Trunk			
Multi-Leaders	Conk/Mushroom	Weak Attachment	Codominant			
Included Bark	Open Wound	Broken Branches	Included Bark			
Decay	Dead Branches	Dead Branches	Heartwood Decay			
Canker/Gall	Unbalanced Crown	Tip Dieback	Canker/Gall			
Roots/Sight Conditions		Lightning Damage	Ooze			
Surface Roots	Target	Conk/Mushroom				
Root Decay	Slope	Open Wound				

Notes: Prune



Tree #

Species

Size (DBH)

Notes:

BLANK INTENTIONALLY

Analysis prepared by:

E. Tyrone Casteel, ISA Certified Arborist
Certificate Number: SO-5646A
Mondo Land Planning + Design, LLC



Warranty Disclaimer:

No warranties expressed or implied are made with respect to the report of aforementioned specimen trees. It is understood the OWNER makes use of this report by the ARBORIST at OWNER'S sole risk and that the report is provided as best judgment opinion. In no manner does this report guarantee the life or imply any length of life span of the trees that are determined to be specimens.

Arborist Note:

Due to certain species and undesirable traits, some trees shall be considered in poor condition if the following is true. Numerous trees grown in a native setting may appear to grow as multi-trunk; however this is not desirable in most trees. Most trees having multi-trunks at the base are usually created when two separate trees grow together or the tree branches off at an early age and the separate trunks become Co-Dominate Leaders. Either scenario is an undesirable condition for most trees because they both create weak crotches, included bark and/or a prime place for debris and water to get trapped that will eventually cause decay. In this case these trees become increasingly hazardous and can not be considered specimen trees.

Some trees are an exception to this rule, such as, but not limited to: Birch, Wax Myrtle, Red Bud, Dogwood, Holly, Cedar, Sourwood, small Magnolia, Red Bay and Live Oak. Said are an exception because they naturally create sucker growth from the roots and/or trunk or do not typically grow to a large enough size to become an increased hazard.

Reference: Sinclair, Wayne A., 1936. Diseases of Trees and Shrubs/ Wayne A. Sinclair and Howard H. Lyon. - 2nd ed. Published 2005



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Memorandum

To: Ashton Woods
From: Abdul K. Amer, PE
Date: January 8, 2015
Subject: Trip Generation Memorandum for Westside Parkway Residential Development

The purpose of this memorandum is to determine the trip generation that will result from the proposed residential development that is to be located between Westside Parkway and Encore Parkway in Alpharetta, Georgia. The proposed development will consist of 71 units of residential condominium/townhome and 33 units of single-family detached housing. The development proposes one full-access driveway on Encore Parkway as well as one full-access driveway on Westside Parkway.

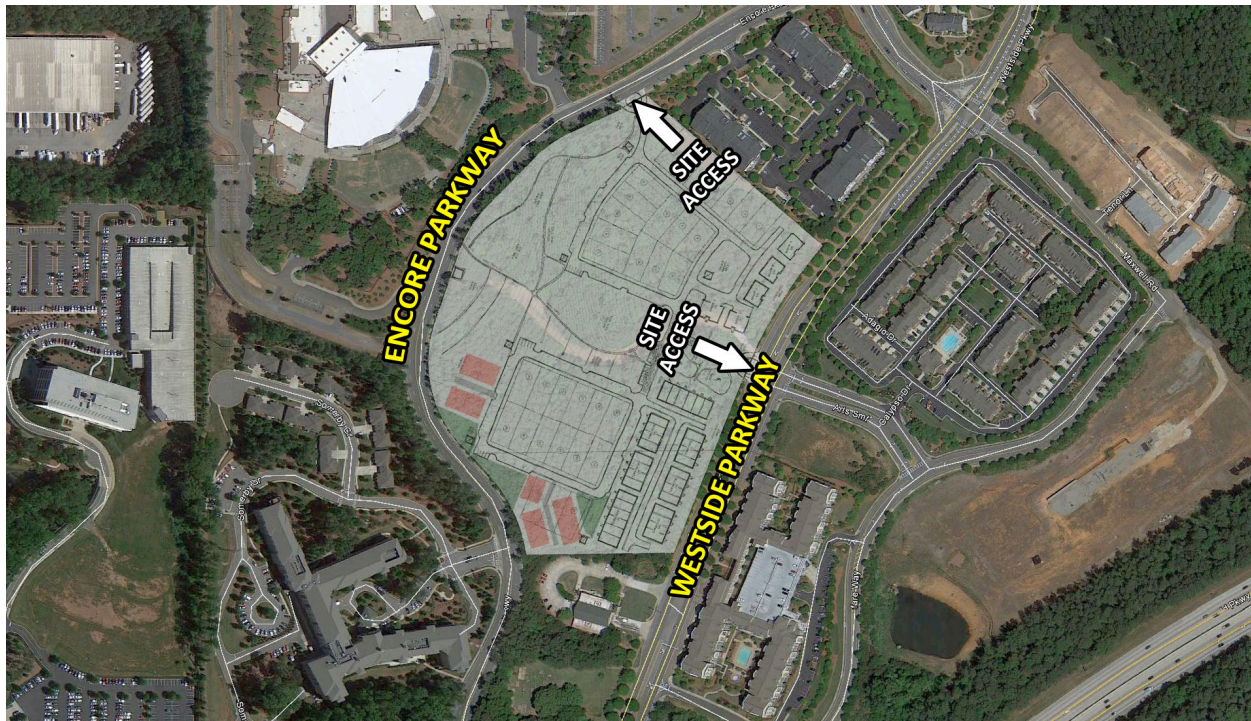


Figure 1 – Proposed Site Plan

Trip generation estimates were based on the rates and equations published in the 9th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The preliminary trip generation for the site is based on the following ITE Land Uses: 210 – *Single-Family Detached Housing*, and 230 – *Residential Condominium/Townhouse*. Table 1, below, shows the estimated trip generation for the proposed development.

MP-16-12/CLUP-16-08
COUSINS WESTSIDE PODF

TABLE 1 TRIP GENERATION								
Land Use	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
		Enter	Exit	Total	Enter	Exit	Total	2-way
Single-Family Detached Housing	33 units	8	25	33	24	15	39	379
Residential Condominium/Townhouse	71 units	7	32	39	30	15	45	477
Total		15	57	72	54	30	84	856

As part of this memorandum, annual average daily traffic volumes were collected from the Georgia Department of Transportation traffic counter 1210938. Traffic volumes for 2012-2014 are listed below.

TABLE 2 AVERAGE ANNUAL DAILY TRAFFIC			
Year	2012	2013	2014
Volume	21,220	12,180	12,200



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: ERIC GRAVES

I. PH-16-12 Tree and Landscape Ordinance Amendments:

Consideration of text amendments to the UDC to consolidate landscape and tree requirements into one location within section 3.2 of the UDC; clarify and simplify certain requirements to provide for ease of use and implementation; and, increase incentives and options to save trees during land development.

PLANNING COMMISSION: NOVEMBER 3, 2016

CITY COUNCIL: NOVEMBER 14, 2016

II. RECOMMENDATION:

Adopt Proposed text amendments consolidating landscape and tree requirements into section 3.2 of the UDC.

III. Report In Brief:

City Codes, Ordinances, and portions of the Unified Development Code (UDC) pertaining to tree protection, landscaping, and buffer plantings have been reviewed for consistency, simplicity and relevance. Landscape Architects from Kimley-Horn and Associates were commissioned with reviewing our current ordinances, organizing pertinent information from the City's Code and sections throughout the UDC into one section of the UDC, and adding current best-practices as well as additional guidance where necessary.

Staff has incorporated input from the consultants and have produced a strikethrough version of the UDC Update. Modifications to the Unified Development Code are being proposed in order to achieve the following:

- Consolidate the various planting, landscape, and tree requirements in one location within the Alpharetta Unified Development Code;
- Clarify the City's requirements with simpler language;
- Make the ordinance easier to understand and implement (for both applicants and staff); and,
- Provide more incentives and options to save existing trees during land development.
- Some of the specific items identified for significant change include:
 - Changing "Density Units" to "Inches" of tree caliper;
 - Provide additional differentiation of Specimen Trees to recognize quick growing species;
 - Provide better incentives for preservation of significant clusters of trees (other than specimen trees); and,
 - Not require a tree removal permit for dead trees.

In addition to the UDC Code Revisions, Staff has proposed additional measures to assist the development community and City's residents in the form of administrative initiatives:

- Development of a "guidance document" that contains specific tree information such as appropriate locations for types of trees that may need to be updated from time and time.
- Development of a "Preferred Vendor List" for residential tree removal that would allow the resident to contract with a preferred vendor and not have to submit for a tree removal permit. The vendor would be allowed to perform the work, but would also be required to input the application for the City records.

IV. ATTACHMENTS:

UDC Section 3.2: Tree Protection, Landscape, And Buffer Requirements

SECTION 3.2 - TREE PROTECTION TREE PROTECTION CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS

3.2.1 General.

In order to maintain and promote the public health, safety and welfare, the City has established regulations governing the conservation, planting, and replacement of trees. The importance of trees is recognized for their contribution toward quality of life, visual quality of the city, and improved property values. It is the City's intent to prevent the indiscriminate removal of trees without denying the reasonable use and enjoyment of real property. ~~The importance of trees is recognized for their contribution toward quality of life.~~ It is also the intent of these regulations that all applicable sites within the City maintain or obtain minimum tree density, as defined herein. Consistent with the expressed purpose of these regulations, all persons shall make reasonable efforts to ~~preserve~~ protect and retain certain existing, self-supporting trees as defined herein. Each person shall be responsible for the normal care of trees located on its premises.

The importance of trees is recognized for their contribution toward quality of life.

- A. Willful injury or disfigurement of any tree growing within the City shall be a violation of this Ordinance.
- B. No person shall:
 - 1. Attach any sign, notice or other object to any tree or fasten wires, cables, nails or screws to any tree in a manner that could prove harmful to the tree, except as necessary in conjunction with activities in the public interest.
 - 2. Pour any material on any tree or on nearby ground which could be harmful to the tree.
 - 3. Cause or encourage any unnecessary fire or burning near or around any tree.
 - 4. Construct a concrete, asphalt, brick or gravel sidewalk, significantly compact the soil, place fill material, or create other impervious or semi-impervious surfaces around any tree so as to cut off air, light or water from the roots of the tree so as to adversely impact the tree's root system.
 - 5. Pile building material or equipment around any tree so as to cause injury thereto.
 - 6. Deny routine maintenance, watering and reasonable arboricultural care to existing and newly established trees as may be required as a result of activities taking place under this Section.
 - 7. Remove any tree without ~~an Approval Letter (Permit)~~ Permit from the Director.
 - 8. Remove or prune a tree on commercial property during non-development activity unless they follow ISA industry standard protocols ~~from~~ for pruning or have written approval from the Director.
 - 9. Park any vehicle on the unpaved area underneath existing tree canopies.

3.2.2 Definitions.

For the purposes of this Section, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Boundary Tree: Any tree located on adjacent property with a critical root zone that will be impacted by proposed land disturbance activity.

~~Basal Area:~~ The cross-sectional area expressed in square inches, of a tree trunk at diameter breast-height (DBH) expressed herein in terms of "units" per acre.

Buffer. An area required to remain undisturbed or replanted where existing vegetation is sparse, as determined by the director. ~~pursuant to the Subdivision Regulations, the Zoning Ordinance, a condition of Zoning or this section.~~

Caliper. A standard of trunk measurement for ~~understory or~~ replacement trees. Caliper inches are measured at the height of 6 inches above the ground for trees up to and including 4 inch caliper and 12 inches above the ground for trees larger than 4 inch caliper.

~~Certified Professional. An International Society of Arboriculture (ISA) Certified Arborist, an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.~~

Conifer Tree. Any tree with needle leaves and a woody cone fruit including, but not limited to, pine, juniper and cedar species.

Critical Root Zone (CRZ). The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to one and three-tenths times the number of inches of the trunk diameter. EXAMPLE: The CRZ radius of a twenty (20) inch diameter tree is twenty-six (26) feet.

~~Density Factor. A unit of measure used to prescribe the calculated tree coverage on a site.~~

Dead Tree: Any standing tree which is no longer alive or has the ability to sustain itself through natural processes as determined by a qualified professional.

Development Activity. Any alteration of the natural environment, which requires the approval of a development or site plan and issuance of a Land Disturbance Permit. ~~By way of illustration but not limitation,~~ Development Activity shall also include the "thinning" or removal of trees from land in conjunction with a forest management program, the removal or destruction of trees incidental to the development of land or to the marketing of land for development, the removal or destruction of trees in conjunction with any grading activity, including the removal or filling (stockpiling) of soil, and logging or the removal of trees not in conjunction with an ongoing forest management program. Nothing in this definition shall be deemed to require or authorize the issuance of a permit for any activity described herein.

Diameter Breast-Height (DBH). The standard measure of ~~overstory~~ tree size (for trees existing on a site). The tree trunk is measured at a height of ~~4 and half 1/2~~ 4 1/2 feet above the ground. If a tree splits into multiple trunks below ~~4 and half 1/2~~ 4 1/2 feet, ~~measure the trunk is measured~~ the trunk is measured at its most narrow point beneath the split.

Director. The Director of Community Development or designee shall administer and enforce the provisions of this Ordinance; provided, however, that a designee shall have no authority to revoke permits.

Georgia 400 Tree Protection Zone. All property within a horizontal distance of 120 feet of the right-of-way of Georgia 400. At major intersections on Georgia 400 having exit and/or entrance ramps the protection zone shall be reduced to 60 feet. The reduction shall apply for the length of each such ramp. The Georgia 400 Tree Protection Zone is a Buffer Area.

Grading Activity. Altering ground surfaces to specified elevations, dimensions and/or slopes; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

Guidance Document: A document maintained by the City of Alpharetta Arborist that includes recommendations, requirements and technical standards about tree protection, tree planting, species selection, and other information relevant to the protection and replanting of trees in the City of Alpharetta. The document may be revised by the City Arborist.

Hardwood Tree. Any tree that is not coniferous (cone bearing). This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

International Society of Arboriculture (ISA): A professional organization that promotes the professional practice of arboriculture, sets standards for obtaining professional credentials for arborist, and establishes best practices for tree care, pruning, and protection.

Land Disturbance Permit. A permit issued by the City that authorizes Development Activity and includes, but is not limited to, Soil Erosion Protection, clearing and grubbing, land disturbance and building construction.

Landscape Strip: A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form. No parking will be allowed within a required landscape strip.

Landscape Tree: A tree or trees that were planted or retained on a developed or previously developed site.

Lot Building Area. The area of a lot encompassed by front sides and rear yard setbacks or buildup line as required by City Ordinance and Subdivision Regulations.

Mulch: An organic material spread around the base of a plant or on a plant bed to enrich and insulate the soil. Types of mulch include Pine Straw, Shredded Hardwood, Wood Chips, and Bark Chips. Mulch should be free of disease and pests. Synthetic or artificial mulches are not acceptable for use in the City of Alpharetta.

Non-Development Activity. Any alteration of the natural environment which does not require development or site plan approval, but which would include the proposed removal or destruction of any tree(s). Any removal of trees that constitutes Development Activity as that term is herein defined shall not constitute non-development activity.

Ornamental Tree: A tree that provides a visual impact in the landscape. The impact may be provided through form, bark, branching structure, leaf color, and / or flower color. Typically a small or medium size tree.

Overstory Tree. Those trees that compose the top layer or canopy of vegetation and will generally reach a mature height of greater than 40 feet and typically have a spreading canopy.

Permit (Tree Removal Permit). An official Permit for tree removal issued by the City of Alpharetta.

Pervious Surface. All that area of land that can be landscaped or planted, allows natural passage through by water, and is not covered by man-made materials or structures such as buildings or paving.

Pine Tree: An evergreen coniferous tree that has clusters of needle-shaped leaves.

Plantable Area. The pervious surface area available for the preservation or planting of trees. Plantable Area shall not include that portion of the lot that is covered by buildings and structures permitted pursuant to the maximum lot coverage standards of this Ordinance.

Planted Area: An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Pruning (Tree Pruning): To cut away dead, overgrown, or undesirable branches or stems. Pruning of trees to be done in compliance with standard arboricultural practices as outlined in ANSI A300 and shall maintain the trees natural form and structure.

~~Certified~~ Qualified Professional. An International Society of Arboriculture (ISA) Certified Arborist, an American Society of Consulting Arborists (ASCA) Registered Consulting Arborist, or a Registered Forester.

Recompense: Replacement of trees or payment into the City held tree fund for the removal of Specimen Trees. Recompense cannot count towards any other tree related requirements.

~~Plantable Area. The pervious surface area (expressed in square footage) available for the preservation or planting of trees on a 'For-Sale' residential subdivision lot. Plantable Area shall not include that portion of the lot that is covered by buildings and structures permitted pursuant to the maximum lot coverage standards of this Ordinance. [DS1]~~

Replacement Planting. The planting of trees on a site that before development had more trees, and after development shall have less trees per acre.

Responsible Party. Any individual, firm, principal, or other entity who is a signatory to a Tree Removal Permit Application or Land Disturbance Permit for Development Activity or any person or company caught in the act of tree removal without a City-issued permit, or who violates any other provision of this Ordinance.

Shade Tree: Any tree that has a spreading canopy that provides partial to full shade to the ground with a minimum height of 20 feet.

Semi-Pervious. Hardscape, aggregate or porous paver that allows at least fifty percent (50%) of surface water to pass through the man-made material and into the underlying soil.

Softwood Tree. Any coniferous (cone bearing) tree. This definition is based on the colloquialism, and does not necessarily reflect any true qualities of the tree.

Specimen Tree. Any tree which qualifies for special consideration for preservation due to its size, type, condition, location or historical significance and which also meets the minimum size criteria set forth below.

Size Criteria:

Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.

Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees.

Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus

20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees.

20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'

24-inch (24") diameter or larger for trees in all other genera

Understory Trees: 8-inch (8") diameter or larger.

–See additional requirements for Specimen Trees in Appendix A The Guidance Document

Street Tree: Any tree located or proposed to be located within the public right of way along a street. The actual location will be determined by the specific zoning district or overlay. In situations where there is limited planting space in the right of way, street trees may be located at the back of the sidewalk or within the landscape strip on private property and the discretion of the Director..

Structural Root Plate: The zone of rapid root taper that provides the tree stability against wind throw. The radius of the structural root plate is equal to 0.5 feet per inch of DBH.-

Timber Harvest. Harvesting of timber from sites as a timber management activity as part of a demonstrated ongoing agricultural land use.

Tree. Any living, self-supporting woody or fibrous plant which normally obtains a diameter breast height of at least three (3) inches, and typically has one (1) main stem or trunk and many branches.

Tree Care Plan: A plan developed to provide an impacted tree the best possible chance of survival. A tree care plan should be prepared by a qualified professional ~~an ISA certified arborist~~ and conform to the requirements of ANSI A300 and the Guidance Document

Tree Density: A measurement of trees on a property, expressed as inches per acre. For existing trees density is calculated based on DBH. For proposed trees tree density is calculated based on the caliper.

Tree Grouping: A community of trees as determined by the Director ~~sufficiently uniform in composition, structure, age, and condition~~ to merit special consideration as ~~and~~ an ecological feature based upon species composition, form, structure, age, and condition. Specimen trees and trees of quality may be included in tree groupings and every alternative should be evaluated to save these trees. **Grouping of trees will be treated as specimen trees for both preservation credits and recompense, and every alternative should be evaluated to save these trees.**

Tree of Quality: A tree that merits special consideration due to historical significance, ideal shape and structure, or uniqueness of the species as determined by the Director. Trees of Quality will be treated as specimen trees for both preservation credits and recompense, and every alternative should be evaluated to save these trees.

Tree Removal or Removal of Trees. **Removal of trees through an act of cutting down a tree or a**Any act which causes a tree to die within 2 years after commission of the act or impedes the ability of the tree to sustain itself, including but not limited to damage inflicted upon the root system ~~or~~, trunk, or canopy as a result of:

1. The improper use of machinery on the trees;
2. The storage of materials in or around the trees;
3. Soil compaction;
4. Altering the natural grade to expose the roots or to cover the tree's root system with more than 4 inches of soil;
5. Causing the infection or infestation of the tree by pests, fungus or harmful bacteria;
6. Pruning judged to be excessive by the Director or not in accordance with the standard set forth by the International Society of Arboriculture (ISA);
7. Paving with concrete, asphalt or other impervious surface within such proximity as to be harmful to the tree or its root system; and
8. Application of herbicides or defoliants to any tree without first obtaining a permit.

Tree Planting List. ~~Guidance document provided by City with suggested plantings for the City.~~ List of preferred tree species for use in the City of Alpharetta. Species not included on this list may be approved at the discretion of the Director. The Tree Planting List is included in the Arborist Guidance Document.

Tree Protection Area. An area encompassing the critical root zone of a tree that shall remain in an a pervious state.

Tree Save Area. An area designated for the purpose of meeting tree density requirements, saving natural trees, and/or preserving natural buffers that shall remain in a pervious state.

Understory Trees. Those trees that grow beneath the overstory, and will generally reach a mature height of ~~under less than 40 feet.~~ feet. Understory trees may include coniferous trees that meet these same height characteristics.

Zoning Districts. Those areas as defined in the Zoning Ordinance and shown on the Zoning Map.

~~(Ord. No. 685, 1-6-2013)~~

3.2.3 Exemptions.

A. The following shall be exempt from the provisions of this section:

1. The removal of trees with a ~~Permit n approval letter other than specimen trees~~ from an owner-occupied, residential lot, provided that the removal does not reduce the tree density of the lot below the minimum specified in this section; ~~an approval letter permit will not be granted for the removal of specimen trees, buffer trees, or street / landscape strip trees unless the tree(s) are in declining health, as determined by a qualified professional.~~
2. The removal of trees from horticultural properties such as farms, nurseries or orchards. This exception shall not be interpreted to include timber harvesting incidental to development of the land;
3. The necessary removal of trees by a utility company within dedicated utility easements;

4. The removal of trees on public rights-of-way conducted by, on behalf of, or any activity pursuant to work to be dedicated to, a federal, state, county, municipal or other governmental agency in pursuance of its lawful activities or functions in the construction or improvement of public rights-of-way;
5. The removal of trees from lakes and detention ponds, and drainage easements, unless specifically planted to be part of the stormwater system; or
6. The removal of any tree which is dead or has become or threatens to become a danger to human life or property;

B. ~~a.~~ Notwithstanding the foregoing, all reasonable efforts shall be made to save specimen trees and trees of quality, and tree groupings.

~~C.b.~~ Nothing in this section shall be deemed to authorize, directly or indirectly, the removal of a tree from the Georgia 400 Tree Protection Zone or any buffer ~~area~~.

3.2.4 ~~Approval letter or Permit~~ required for non-development activity (activity which does not require a building permit, etc.).

A. Except for routine or seasonal pruning or transplanting of trees, and except as exempted, no person shall engage in any Non-Development Activity as defined without first obtaining a ~~an approval letter~~ permit. The request for ~~an approval letter~~ a permit shall be submitted to the Director in the form of a tree removal permit application through the City process ~~and shall be, unless waived submitted to the Director, in the form of a brief written narrative stating; and should include~~

1. ~~The reason for the proposed work and~~
2. ~~Either a site sketch or photograph of the tree(s) proposed to be removed, identifying such tree(s) by size and species.~~
3. Specimen Trees shall only be approved for removal if they are in declining health or as approved by the Director. If a request includes a Specimen Tree, the applicant shall provide a risk assessment or similar report, following currently accepted industry standards and protocols, prepared by a qualified professional outlining the condition of the trees and associated risks.

If the ~~request for an approval letter~~ a permit application is complete, complies with the Ordinance, and requests tree removal for one of the purposes identified in Paragraph B- below, ~~t.~~ The Director shall issue an approval letter a permit not later than ten (10) working days from receipt of a complete request, and shall inform applicant if replanting will be required. ~~If the request application is incomplete or denied, the Director shall notify applicant in writing regarding the specific reason for denial.~~

B. The Director shall issue ~~an approval letter~~ a permit for the following:

1. The removal of dead, substantially injured, damaged or diseased trees;
2. The removal of any non-specimen tree, provided the tree is not a required landscape strip tree, buffer tree, or other code required trees etc. and that the applicable minimum tree density requirement is maintained.

3.2.5 Land disturbance permit for development activity.

- A. No person shall engage in a Development Activity and no Land Disturbance Permit shall be issued without first obtaining an approved site plan stamped and signed by the Director.
- B. Except as provided in Section 3.2.4 and Paragraph (c) of this subsection, no tree removal shall be approved for any site not under active development. For the purposes of this Ordinance, a site is not under active development unless there exists an approved development plan delineating the improvements to be constructed on the site consistent with the use for which the site is zoned, and there is a reasonable certainty that construction is imminent.

- C. A Land Disturbance Permit may be issued for Grading Activity on a site not under active development provided that:
1. The sole purpose of the Grading Activity is for the storage, removal or altering of soil for fill balancing on another site under active development;
 2. The site not under active development must be under common ownership or common development control with the site that is under active development;
 3. The site not under active development must be contiguous to, or located within one (1) mile of, the site under active development. For the purposes of this Section, the measurement of distances shall be from property line to property line along the most direct route of travel on a public road;
 4. The proposed Grading Activity shall not result in the damage or removal of more than ten percent (10%) of the total tree density (inches per acre)-units (as defined in Tables 3.1 and 3.2, ~~Minimum Tree Density Requirements~~) on the site not under active development;
 5. The proposed Grading Activity shall not decrease the tree density below the minimum ~~tree density~~ inches per acre required for the site. For the purposes of this Section, trees in Buffers that will be required shall be excluded from minimum density calculations;
 6. The area to be disturbed within the site shall be the area that will have the least adverse impact on existing trees, Specimen Trees, Trees of Quality, and Groupings of Trees as determined by the Director. In addition, the area must be visually screened from public or private roads and drives, developed residential and commercial properties, by a one hundred foot (100') buffer or a buffer of sufficient depth to provide reasonable visual screening. In order to provide reasonable visual screening, it may be necessary to locate access roads to the impacted area in a winding manner to prevent a straight line of site to the impacted area; and
 7. The disturbed area within the site shall be replanted with trees to a tree density of 130 inches twenty (20) units per acre no later than eighteen (18) months from the issuance of the Land Disturbance Permit authorizing the Grading Activities. A tree replacement plan and a bond shall be submitted and approved by the Director prior to the issuance of the permit authorizing the Grading Activities. The completion bond shall be held until the planting is complete and at that time transfer to an eighteen (18) month maintenance bond for one (1) year and to the end of the succeeding Planting Season to ensure survival of the replacement trees. The applicant shall be responsible for the irrigation (watering) of trees during the period of the bond^s. The replanting requirements of this Section shall not apply, and the initial bond shall be released, if, on or before fifteen (15) months from the issuance of the permit authorizing the Grading Activity, the site becomes under active development pursuant to the issuance of a Land Disturbance Permit and the approval of development plans in compliance with the provisions of this Ordinance.
- D. Nothing in this Section shall be deemed to authorize any Grading Activity or similar activity not otherwise in compliance with the Land Subdivision Regulations of the City of Alpharetta, including, the Soil and Sedimentation Control Ordinance. Further, nothing in this Section shall be deemed to eliminate the requirement that all reasonable efforts must be taken to save and not adversely impact the Critical Root Zones of Specimen Trees, trees of quality, and tree groupings and that all applicable sites from the City shall maintain or obtain the minimum tree density required by this Ordinance.

3.2.6 Application requirements.

- A. When a person applies for a Land Disturbance Permit as defined herein, such person shall ~~also file an application providing~~ provide the following information:
1. A complete tree survey and inventory, which shall contain the following information: ~~as described in subsection 3.2.8;~~
 - a. The location of all trees within the area to be modified from its natural state and to a minimum of 30 feet beyond in each direction;

- b. All Specimen Trees, Trees of Quality, Tree Groupings, Landscape Trees, and Boundary Trees with an indication whether they are to be retained or removed;
 - c. All trees that are to be counted toward the tree density requirement greater than 2" DBH, including size (Caliper or DBH) and species. Sampling methods may be used to determine tree densities for forested areas (over 5 acres); that are to be preserved. Sampling methods must conform to industry standards and protocols and be no less than a 10% sample;
 - d. Tree Protection Zones and Tree Save Areas must be delineated on the plan;
 - e. All buffers with existing trees to be delineated on plans as Tree Save Areas. Land Disturbance within any Buffer is subject to Planning Department approval.
 - f. The tree survey and inventory shall be a to-scale map or a site plan prepared and sealed by a registered surveyor or registered engineer.
2. An integrated site plan showing Specimen Trees, Trees of Quality, Tree Groupings, Boundary Trees, the trees to be saved and those to be removed, existing utilities and those to be installed, grading, the approximate location of all structures, driveways and curb cuts and all proposed tree plantings and other landscaping. It is required that all reasonable efforts be made to save Specimen trees, Trees of Quality, Tree Groupings. (Reasonable efforts shall include, but not be limited to, alternate building design, building location, parking area layout, parking area location, water retention stormwater BMP locations and the like).
- a. If a Specimen Tree, Tree of Quality, or Tree Grouping cannot be saved a hardship justification in the form of a letter shall be submitted to the Director for review and approval and be included within the plan set;
 - b. If a Boundary Tree cannot be saved or results in an encroachment into the Critical Root Zone of greater than 10% notification to the owner of the tree will be required to be provided to the Director. This notification shall generally include the current condition of the tree, % encroachment, potential outcomes of the encroachment, and proposed tree care to offset the encroachment. In no way does this authorize any encroachment into the Structural Root Plate of a Boundary Tree.
3. A detailed plan to protect and preserve landscaping and trees before, during and for a period of two (2) years after construction, which plan shall contain the following information:
- a. All items found on the Arborist Checklist, Section B, located in the Arborist Guidance Document; the Erosion and Sedimentation Control Submittal checklist pertinent to normal plan review;
 - b. Existing roads, utility lines, drainage and detention facilities, and other pertinent items in the vicinity of the site. Site area (roads, utility lines, detention ponds, etc.);
 - c. The locations of existing and proposed structures, paving, driveways, cut and fill areas, detention areas, etc.
 - d. Phase lines or limits of construction;
 - e. A delineation of all protected zones with any required dimensions;
 - f. Calculations showing compliance with the required Tree Density and Recompense per section 3.2.7—Site Density Factor using existing trees, replacement trees, and/or contributions to the City of Alpharetta Tree Replacement Fund (see Density Factor Analysis, Appendix A and Table 3.2);
 - g. Locations of all existing and proposed utility lines and easements;
 - h. Locations of any boring sites for underground utilities;
 - i. Locations of all Specimen Trees, Trees of Quality, Groupings of Trees, Landscape Trees and Boundary Trees and indications whether they are to be removed or preserved;

- j. Locations of all tree protection devices, materials to be used in each location and details;
- k. A delineation of tree save areas in which trees have been inventoried for density calculations;
- l. If applicable, locations and details of all permanent tree protection measures (tree wells, aeration systems, permeable paving, retaining walls, bollards, etc.); and
- m. A tree care plan developed by a Qualified Professional designed specifically for each tree to be saved that warrants care due to the changes in site conditions or as approved by the Director. The tree care plan shall be prepaid prior to issuance of the land disturbance permit and a paid invoice provided to the City. In the event of a change in ownership, arrangements must be made to allow access for the tree care to continue throughout the required timeframe.
- n. A full landscape plan meeting all of the requirements of this Section including tree density, recompense, landscape strip, parking lot tree coverage and screening, groundcover, hardscapes, etc. The landscape plan submitted shall be the one that is expected to be planted. Permit only plans will not be accepted by the Director.
- n. Additional information as required on a case-by-case basis.

ADD NOTES, TREE CARE PLAN (MUST BE PREPAID PRIOR ISSUANCE OF LDP, INVOICE TO BE PROVIDED)

The above items may be integrated into the normal application requirements and submittals.

- B. Minor additions to existing development require only a sketch showing changes to be submitted to the Director for review and approval.

3.2.7 Minimum tree density and recompense requirements.

The intent and goal of these regulations is to insure that a minimum density of trees is maintained on all developed sites and that a significant amount of tree canopy coverage and pervious soil area is maintained throughout the City. The density requirement must be met whether or not a property or site had trees prior to development or any tree removal. The density may be achieved by counting existing trees 2" in diameter or greater to be preserved, planting new trees in accordance with the minimum standards of this Section, or some combination of the two. Minimum tree density shall be calculated and established pursuant to the formula and analysis set forth in the Guidance Document.

- A. ~~The intent of these regulations is to insure that a minimum density of trees is maintained on all developed sites. All sites within the City other than 'For-Sale' residential lots shall maintain or achieve a Minimum Tree Density of 130 inches twenty (20) units per acre. All sites within the City other than 'For-Sale' residential lots shall maintain a minimum tree density of 20 units per acre. The term "unit" is an expression of basal area as defined herein, and is not synonymous with "tree". The density requirement must be met whether or not a site had trees prior to development. The density may be achieved by counting existing trees to be preserved, planting new trees in accordance with the minimum standards of this Section Ordinance, or some combination of the two. Minimum tree density shall be calculated and established pursuant to the formula and analysis set forth in the Arborist Guidance Document. Appendix A to this Ordinance. The developer owner shall be subject to the minimum tree density requirement set forth in this paragraph, but the developer owner shall base its the density calculations on the net site area excluding the acreage required for Buffers and infrastructure improvements (roads, utility lines, detention ponds, etc.). In no event shall a parking lot be considered an infrastructure improvement.~~
- B. All newly constructed 'For-Sale' residential lots in the City shall maintain a minimum tree density of 130 inches per acre or provide a calculation as described in the Guidance Document that shows the

lot meets or exceeds a 30% canopy coverage based upon trees growing within the property lines. For new construction or new plantings this calculation may be based upon the mature spread of the newly planted trees at 20 years after planting. based upon the maximum number of trees that can be maintained within thirty percent (30%) of the lot's plantable area, taking into consideration the standards established in this Section Ordinance for tree size and separation. The density requirement must be met whether or not the individual lot had trees prior to development. The density requirement is calculated by determining lot size and deducting the impervious area, assigning the necessary root zone for trees (400 sq. ft. for Overstory trees and 200 sq. ft. for Understory trees). All 'For Sale' residential lots constructed prior to the effective date of this Ordinance are required to maintain the requirements of this Section at a twenty percent (20%) level, rather than the thirty percent (30%) requirement used for new construction. If replacement planting is required on a 'For Sale' residential lot, replacement planting shall be provided through 5" caliper trees planted in the front yard. The required trees may be used as street trees or landscape strip trees if space allows.

—If replacement planting is required on a 'For-Sale' residential lot, it is encouraged to provide at a minimum a two-inch (2") caliper tree or larger in the lawn area in the front yard. replacement planting shall be provided through 5" caliper trees planted in the front yard. The required trees may be used as street trees or landscape strip trees if space allows.

- G. The density may be achieved by counting existing trees to be preserved, planting new trees according to the minimum standards of this Section Ordinance, or some combination of the two. In addition, replanting on such lots shall be at a ratio of not less than one (1) Overstory tree (minimum two-inch (2") caliper) for every three (3) Understory trees (minimum one-inch (1") caliper). No more than thirty percent (30%) of any one genus may be included in any replanting plan. [VD2]
- DC. Notwithstanding the foregoing, it is required that all reasonable efforts be made to save Specimen trees. (Reasonable efforts shall include, but not be limited to, alternate building design, building location, parking area layout, parking area location, water retention location and the like). Owners Developers-Owners shall receive a density credit of two (2) times the inches assigned unit value for each Specimen Tree saved by utilizing an alternate design during development. Specimen trees that cannot be saved must be replaced with recompense plantings trees having a total density equal to three (3) times the DBH unit value of the tree(s) removed. -Recompense trees shall have be with a minimum of four-inch (4") tree-caliper at time of planting. Specimen Trees removed without prior approval shall be subject to the recompense replanting requirements as described in section 3.2.10 Tree Damage replaced with recompense planting trees equal to eight (8) times the unit value DBH of the trees removed with a minimum four-inch (4") tree caliper and and subject to the applicable penalties as described in Section 3.2.17 19.
- D. An owner may request a reduction in recompense plantings, which may be granted at the discretion of the Director. The maximum reduction shall be calculated using the total DBH inches of Specimen Trees, Trees of Quality, or Groupings of Trees that are incorporated into the site plan utilizing an approved alternative design. In no way shall trees on the periphery of the site or in required buffers or that would have been saved due to topography or other reasons that deem an area undevelopable be allowed to count for a reduction in recompense. However, as many trees as can reasonably be expected to survive and thrive must be planted on the subject property.
- E. The intent of these Regulations is to insure that a minimum density of trees is maintained on all developed sites. Occasionally, this intent cannot be met because a project site will not bear the required density of trees. In the event that Specimen Tree Recompense cannot be achieved through planting on the subject property, To provide some alternatives in such cases, two alternative methods of compliance may, at the discretion of the Director, be approved: planting at a location remote from the project site; or, a recompense payment to contributing to the City of Alpharetta Tree Replacement Fund. The following standards have been established for administering these alternative recompense methods.
1. The following standards have been established for administering these alternative compliance methods. The director must review and approve all requests for alternative recompense compliance. In no instance shall 100% of the required site density recompense be met through these alternative methods recompense compliance. As many trees as can reasonably be

expected to survive and thrive must be planted on the subject property ~~ite in question~~. No permit shall be issued until the Director has approved the request and received the necessary documentation and/or funds.

2. ~~No permit shall be issued until the Director has approved the request and received the necessary documentation and/or funds.~~ If trees are to be planted at another location, the off-site location should be in the same area of the City as the project site and a tree replacement plan meeting all applicable standards must be provided by the owner and reviewed and approved by the City Arborist. If tree planting is proposed on City property all specifications for such planting shall be met as determined by the Director of Public Works or the Director of Recreation and Parks. A completion bond in the amount of 100% of the installation and materials cost shall be provided prior to issuance of any land disturbance permit.
3. If a recompense payment donation to the City of Alpharetta Tree Replacement Fund is approved, the amount of the donation shall be established by the Director. The amount of the donation shall be based upon the number, size and type of trees that cannot be planted at the site. ~~The Director shall estimate the cost to the City for the materials, labor and 18 months maintenance requirements associated with the trees.~~ The amount of the recompense payment donation shall be 100% of the estimated costs of the average 3 2 bids from reputable landscape contractors, licensed to do business in the City, for the materials, installation, and care during the trees establishment period (18 months) provided by the owner and reviewed and approved by the City. ~~and labor.~~ The funds shall be used by the City for the sole purpose of planting and maintaining trees on public property.

3.2.8 Tree survey plan and inventory.

- A. ~~A tree survey shall be provided in the form of a to-scale map or a site plan prepared and sealed by a registered surveyor or registered engineer, noting the location of all trees within the area to be modified from its natural state and twenty five feet (25') beyond in each direction.~~
- B. ~~All Specimen Trees and all trees that are to be counted toward meeting density requirements must be shown on the survey and inventoried by size (Caliper or DBH, whichever is applicable) and species.ampling methods may be used to determine tree densities for forested areas (over five (5) acres). Specimen Trees must be shown on the plan with an indication whether they are to be retained or removed. All Tree Protection Zones and Tree Save Areas must be delineated on the plan. All Buffers with existing trees must be delineated on plans as Tree Save Areas. Land disturbance within any Buffer is subject to Planning Department approval.~~

3.2.8 14 Tree Replanting, Buffer, and Landscape replanting standards.

A. Tree Replanting

1. Unless otherwise approved by the Director, it is recommended that trees selected for replanting must be on the Recommended Tree Planting-List. Trees selected for planting must be free from injury, pests, disease, nutritional disorders or root defects, and must be of good vigor and form in order to assure a reasonable expectation of survivability. Standards for transplanting shall be in keeping with those established in the International Society of Arboriculture publication Tree and Shrub Transplanting Manual or similar publication. Reference the American Association of Nurserymen publication American Standard for Nursery Stock (ANSI Z60.1-2014, ~~1973~~) for plant material quality specifications. Reference the Manual of Woody Landscape Plants (Michael Dirr, ~~1983~~2009, ~~Castle Books~~ Stipes Pub LLC.) or similar publication for information on tree species and site requirements.

B2. It is desirable that replanted trees be ecologically compatible with the site and neighboring sites. Accordingly, the replanted trees shall be of the same or similar species as those removed when practical.

C3. All replanted overstory trees shall be at least six (6) feet tall and have a trunk of not less than two (2) caliper inches. All replanted understory trees shall be at least four (4) feet tall or have a trunk not less than ~~two (2) one (1)~~ caliper inches. ~~In order to provide sufficient growing area for planted trees, the~~ The following minimum criteria must be observed unless otherwise approved by the Director.

~~1a. Overstory trees — 200 square feet of pervious root zone.~~

~~2b. Understory trees — 75 square feet of pervious root zone. (However, up to 30% of root zone may be impervious area.)~~

~~ae. No more than 25% of any one genus may be included in any replanting plan.~~

~~bd. A minimum of 40% of the required tree density on a site shall be met through overstory tree planting.~~

~~c. Greater than 50% of the trees shall be natives.~~

B. Buffer Requirements

1. 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.

a. When a new, 'For-Sale' development is proposed adjacent to an existing, non-residential use with no buffer present, the 50' buffer must be provided by the residential development.

b. If a 50' buffer has been provided on the property adjacent to a proposed, non-residential development, the buffer requirement may be waived with the approval of the Director.

2. 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 consist of trees, shrubs, and groundcover plants meeting the ~~(OR MUST BE PLANTED PER BUFFER PLANTING STANDARDS AS OUTLINED IN THE ARBORIST GUIDANCE DOCUMENT)~~ must meet the following standards:

a. Plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species;

b. ~~Plants~~Deciduous trees must be a minimum of 2 inch caliper ~~five (5) feet in height~~ at time of installation;

c. Evergreen trees must be a minimum of 9-10 foot tall at time of installation;

d. Shrubs must be a minimum of 3 foot tall at time of installation;

~~a. Plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species;~~

e. Plants will be spaced a maximum of eight (8) feet on center or as approved by the Director;

f. Plantings shall be designed with plant pallet containing a mixture of colors, textures, and heights.

3. 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.
4. Stream buffers must be replanted where disturbed for approved access, detention and utility crossing. Replacement plantings must be native and be arranged to have a natural appearance and approved by the aArborist.
5. All buffer plantings are subject to the approval of the Director.

C. Parking Lot Landscaping Screening

1. 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. ~~Islands shall be excavated FIND TEXT FROM DETAIL AND INSERT HERE.~~ Islands shall be excavated to 3 feet deep or to a depth 6 inches greater than the height of the root ball and backfilled with a minimum of 600 cubic feet of friable soil. Islands that are 400 square feet or larger and corner islands shall be planted with a large overstory tree~~have 2 required trees.~~ Parking lot trees must be 2" caliper minimum at time of planting and have a clear trunk to a minimum height of 6 feet. The remainder of a landscape island shall be planted with shrubs, ornamental grasses, and ground covers; and mulch shall be applied. Turf grass will not be accepted. Utilities and lighting shall not be allowed within required parking lot landscape islands.~~ADD TEXT ABOUT VISIBILITY CLEARANCE FOR SAFETY~~
2. 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 a stormwater component or 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 canopy coverage within 15 years.
3. 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.
4. Shrubs shall be provided to screen paved areas and parking lots from the public right of way, private drives and adjacent property year round. Shrubs shall be 2 feet tall at time of planting, 2 rows deep and shall provide a screen within 3 years of planting. Alternate screening methods such as fencing may be approved by the Director.

D. 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 and private roads. Main streets which are listed below shall have twenty (20) foot landscape strips, except those located within the Downtown Overlay District. ~~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.etc. unless approved by the Director.
 - a. 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. Actual spacing of street trees is based on the average canopy spread of the species selected as outlined in the Arborist Guidance document. If the spacing of shade trees exceeds 25 feet on center understory trees shall be required to fill in the gaps between each shade tree. Spacing of shade trees shall not exceed 40 feet on center. ~~The use of a combination of shade trees and ornamental trees is recommended.~~ Shade trees shall be a minimum 4" caliper; ornamental trees shall be a minimum 3" caliper. The use of a combination of shade trees and ornamental trees is recommended.

~~Shrubs and trees in quantities as specified above, shall be provided to screen all parking lots, utility areas, dumpsters and detention ponds.~~
4. For commercial development and for master plan subdivisions, a minimum of five (5) foot landscape strip shall be provided along all property lines which do not adjoin a public right-of-way or private road. One (1) shade tree, minimum 4" caliper, shall be provided for every fifty (50) linear feet of landscape strip. For master plan subdivisions, this requirement is only required along the external property line of the overall project.
5. Shrubs shall be provided in all landscape strips. Shrubs shall be a minimum of 2 feet tall at time of planting, ~~2 rows deep and shall provide a screen within 3 years of planting.~~ Shrubs located in landscape strips may be used to meet the parking lot screening requirement.
- E. Additional screening shall be provided around all utility areas, detention facilities, ~~and~~ dumpster / refuse areas, drive through areas, loading and unloading zones, etc. to screen views from the public right of way, private roads, drives, and adjacent properties year round. Screening shall be provided in any combination of the standards below or as approved by the Director. ~~Screening shall be provided through a double row of evergreen shrubs, 2 feet tall at planting.~~
 1. -Plant selection will consist of eighty (80) percent evergreen species and twenty (20) percent deciduous species;
 2. Deciduous trees must be a minimum of 2 inch caliper at time of installation;
 3. Evergreen trees must be a minimum of 6 foot tall at time of installation;
 4. Shrubs must be a minimum of 4 foot tall at time of installation;

~~A combination of decorative walls, fences, and landscape material may be used with the approval of the Director.~~

 5. Screening for detention facilities must incorporate an alternating double row of evergreen shrubs 4 foot tall at time of planting.
 6. ~~A~~ A combination of decorative walls, fences, and landscape material may be used with the approval of the Director.

~~combination of decorative walls, fences, and landscape material may be used with the approval of the Director.~~

- F. Lighting Fixtures shall be arranged so that the source of any light is screened from residential views and located as to not interfere with the tree canopy at time of planting or in the future.
- G. All required landscape areas shall be provided with a minimum of 1 water spigot or other water source within 150 feet.
- H. A bond shall be required for a minimum of 18 months to ensure the maintenance and irrigation of the landscaping materials.
- I. All landscape plans and tree planting plans for non "For Sale" residential properties shall be prepared as a to-scale map or a site plan prepared and sealed by a Registered Landscape Architect in the State of Georgia. Tree only plans may be prepared by a Qualified Professional.

3.2.9 Tree survey inspection.

~~Following the receipt of the completed tree removal application and supporting data, the Director shall schedule and conduct an inspection of the proposed development site. The applicant or his designee shall be advised as to the date and time of the inspection and given an opportunity to participate. Following inspection, the Director shall advise the applicant of any recommended changes in the applicant's proposed tree removal, protection or replanting plans necessary to make the plans comply with the provisions of this Ordinance.~~

3.2.10 Tree removal approval applications, approval and expiration.

- A. ~~The Director shall review all applications and supporting data and take one (1) of the following actions: approve, approve with conditions or disapprove. Applications, which meet the requirements of this Ordinance, shall be approved.~~
- B. ~~Development Activity will not be authorized until such time as appropriate Land Disturbance Permits have been issued and approval granted.~~
- C. ~~Tree removal and replacement shall begin no later than one hundred eighty (180) days after issuance of the permit and shall be completed no later than two (2) years after the issuance of the permit. Except as provided in these regulations authorizing certain cut and fill activities. The Director may refuse to issue any permit for tree removal until the submission of all development plans and receipt of other evidence satisfactory to the Director that there is a reasonable certainty that the Development is imminent.~~

3.2.9 11 Tree Protection and Conservation sStandards.

~~Prior to commencement of any grading, construction, or tree removal authorized through the issuance of a land disturbance permit any tree removal or commencement of construction on a site and continuing until a final subdivision plat has been recorded or a certificate of occupancy has been issued, the following system shall be used:~~

- A. A tree protection area shall be required for any tree located within 25-30 feet of any proposed grading, construction or tree removal; and shall be established by physical barriers and maintained until such work is complete.
- BA. Location and Types of Tree Protection Devices.
 - 1. Tree protection devices are to be installed as shown on the plan or otherwise completely surrounding the Critical Root Zone of all trees to be preserved.
 - 2. The plan shall indicate which types of tree protection are to be installed and where they are to be installed. The types identified on the plan shall be consistent with the City's Tree

Protection Details, available in the Arborist Guidance Document, whether the tree protection device is to be active or passive.

- ~~3. Active protection (see Materials subsection) is required where Tree Save Areas are located in proximity to construction activity.~~
- ~~4. Passive protection (see Materials subsection) may be used in more remote locations and in all protected zones not designated as Tree Save Areas.~~
- ~~35. The locations of all tree protection devices will be verified by the City prior to the issuance of the construction permit for clearing and/or grading.~~
- ~~46. Once Protected Zones are established and approved, any changes are subject to Development and Inspections Department review.~~

CB. Materials. Tree Protection measures are to be installed as shown on the City's Tree Protection Details, available in the Arborist Guidance Document.

- ~~1. Active tree protection shall consist of chain link, orange laminated plastic, wooden post and rail fencing or other equivalent restraining material. In addition to fencing, where tree trunks are in jeopardy of being damaged by equipment, the Director shall require 2 inch by 4 inch boards to be strapped around the trunks of trees. In addition, where active tree protection is required, each tree to be saved shall be marked at the base of the trunk with blue colored water-based paint.~~
- ~~2. Passive protection shall consist of heavy mil. Plastic flagging, a minimum of 4 inches wide with dark letters on a bright background reading "Tree Protection Area—Do Not Enter" or equivalent signage on a continuous, durable restraint.~~

DC. Sequence of Installation and Removal. All tree protection devices shall be installed prior to any land disturbance permit authorizing tree removal. The EngineeringCommunity Development Department must inspect the installation of tree protection and erosion and sedimentation control devices prior to the issuance of the land disturbance permit. Tree protection must remain in functioning condition until the certificate of occupancy is issued.

E. The cleaning of equipment, storage of materials or dirt, disposal of waste materials such as paint, oil, solvents or other harmful substances, or any other such act which may be harmful to the continued vitality of the tree(s) within the tree protection area, is prohibited.

3.2.12 Tree protection.

- ~~A. The cleaning of equipment, storage of materials or dirt, disposal of waste material such as paint, oil solvents or other harmful substances, or any other such act which may be harmful to the continued vitality of the tree(s) within the tree protection area, is prohibited.~~
- ~~B. Prior to commencement of any grading, construction or tree removal authorized through the issuance of a land disturbance permit, a Tree Protection Area for any tree located within 25 feet of any proposed grading, construction or tree removal must be established by physical barriers and maintained until such work is completed.~~

3.2.10 13 Tree damage.

Any tree designated in the plan to be saved that is damaged during construction or grading, or as a result of such activities ~~construction~~, shall be treated according to accepted International Society of Arboriculture Standards National Arborists Association Standards, or replaced with a tree(s) equal to the unit value ~~DBH~~ of the tree removed. However, any Specimen Tree damaged as described above shall be replaced with a tree(s) eight (8) times the unit value ~~DBH~~ of the tree removed with a minimum four-inch (4") tree Caliper. In the event that a damaged specimen tree must be removed, the location occupied by the tree's Critical Root Zone must remain in a pervious state with no structures or buildings placed in this area

and violations shall be subject to the applicable penalties as described herein. Any specimen tree damaged on "For-Sale" residential lots as the result of failure to receive tree removal approval for non-construction tree removal or as a result of failure to protect a specimen tree during non-construction tree removal will result in up to three (3) times recompense ~~planting~~ [53].

3.2.14 Tree replanting standards.

- ~~A. Unless otherwise approved by the Director, trees selected for replanting must be on the Tree Planting List. Trees selected for planting must be free from injury, pests, disease, nutritional disorders or root defects, and must be of good vigor in order to assure a reasonable expectation of survivability. Standards for transplanting shall be in keeping with those established in the International Society of Arboriculture publication Tree and Shrub Transplanting Manual or similar publication. Reference the American Association of Nurserymen publication American Standard for Nursery Stock (ANSI Z60, 1973) for plant material quality specifications. Reference the Manual of Woody Landscape Plants (Michael Dirr, 1983, Castle Books) or similar publication for information on tree species site requirements.~~
- ~~B. It is desirable that replanted trees be ecologically compatible with the site and neighboring sites. Accordingly, the replanted trees shall be of the same or similar species as those removed when practical.~~
- ~~C. All replanted overstory trees shall be at least six (6) feet tall and have a trunk of not less than two (2) caliper inches. All replanted understory trees shall be at least four (4) feet tall or have a trunk not less than one (1) caliper inch. In order to provide sufficient growing area for planted trees, the following minimum criteria must be observed unless otherwise approved by the Director.~~
 - ~~1. Overstory trees — 200 square feet of pervious root zone.~~
 - ~~2. Understory trees — 75 square feet of pervious root zone. (However, up to 30% of root zone may be impervious area.)~~

3.2.11 Tree survey inspection.

Following the receipt of the completed tree removal application and supporting data, the Director shall schedule and conduct an inspection of the proposed development site. The applicant or his designee ~~shall~~ may be advised as to the date and time of the inspection and given an opportunity to participate. Following inspection, the Director shall advise the applicant of any recommended changes in the applicant's proposed tree removal, protection or replanting plans necessary to make the plans comply with the provisions of this Ordinance.

3.2.12 Tree removal ~~approval~~ applications, approval and expiration.

- A. The Director shall review all applications and supporting data and take one (1) of the following actions: approve, approve with conditions or disapprove. Applications, which meet the requirements of this Ordinance, shall be approved.
- B. Development Activity will not be authorized until such time as appropriate Land Disturbance Permits have been issued and approval granted.
- C. Tree removal and replacement shall begin no later than one hundred eighty (180) days after issuance of the permit and shall be completed no later than two (2) years after the issuance of the permit. Except as provided in these regulations authorizing certain cut and fill activities. The Director may refuse to issue any permit for tree removal until the submission of all development plans and receipt of other evidence satisfactory to the Director that there is a reasonable certainty that the Development is imminent.

3.2.13.15 Tree removal and landscaping compliance inspection.

- A. Following the issuance of a Land Disturbance Permit for the development site, the Director shall from time to time inspect the site for the purpose of certifying compliance with the requirements of the tree removal. In the event of non-compliance, the Director may revoke or modify any City permit pertaining to the Development Activity for which the Land Disturbance Permit has been issued. No certificate of occupancy shall be issued until actual compliance is obtained.
- B. If any required Land Disturbance Permit conditions have not been met within the time specified in the Land Disturbance 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. The bond will have an expiration date no longer than one (1) year, and the proceeds will go to the City of Alpharetta Tree Replacement Fund.
- C. After development is complete, the Director shall continue to make random inspections to insure that required trees and landscaping are maintained. Replacement shall be required or bond/letter of credit posted within thirty (30) days of notice by the Director should any of these tree(s) or landscapings die, be removed or be destroyed ~~within two (2) years after completion of development~~.
- D. Notwithstanding any other provision of this Ordinance to the contrary, a home builder's responsibility to replace a newly planted tree or trees shall terminate upon the issuance of a certificate of occupancy or at the end of the maintenance bond time frame, whichever is longer, provided longer, provided that an inspection conducted immediately prior to the issuance of the certificate of occupancy confirms that the replanted tree or trees were planted properly as established in the ISA (International Society of Arboriculture) standards, and are healthy and free of pests and disease. Nothing in this Ordinance shall be deemed to eliminate any other obligation the homebuilder may have pursuant to any private agreement between the homebuilder and homeowner, or any restrictive covenants that are applicable to the property.

3.2.14.16 ~~Approval letter fee; permit~~ Permit fee.

The fee for review of a request for ~~an approval letter~~ permit shall be \$5.00. The fee for review of an application for a Land Disturbance Permit (which only applies to Development Activity and Grading Activity) shall be \$50.00 per acre and a maximum of \$500.00. These fees may be revised from time to time by resolution of the City Council, or delegated to the Director to be administratively established and revised from time to time.

3.2.15.17 Enforcement, appeals and variances.

- A. Enforcement. All requests for ~~approval letters~~ permits and all applications for tree removal shall initially be submitted to and reviewed by the City Arborist. The City Arborist shall be responsible for recommending to the Director ~~and to the Director of Community Development~~ the approval or denial of applications for Land Disturbance Permits.
- B. Appeals.
 - 1. Written requests for appeal of any administrative decision are permitted and must be submitted to the Board of Zoning Appeals within ten (10) days after notice of such decision. Such written appeal shall be made in the form of a letter, which outlines the salient points upon which the appeal is based.
 - 2. The Board of Zoning Appeals shall schedule a hearing as soon as reasonably practicable to consider the appeal, and shall issue a written decision within thirty (30) days of the hearing.
 - 3. If the appeal concerns an administrative decision regarding Specimen Trees, Trees of Quality, Tree Groupings, or Boundary Trees it shall be the applicant's burden to demonstrate that reasonable alternatives have been considered in order to save said trees ~~Specimen Trees~~ (as described herein). Documented evidence shall be filed by the applicant with the written request for appeal and shall include, but not be limited to the following:

- a. Boundary survey showing topography, easements, creeks and other features of the property.
- b. Two alternative development plans, which include the Specimen Tree(s), Trees of Quality, Groupings of Trees, or Boundary Trees.
- c. An itemized estimate of additional costs associated with saving the trees.

C. Variance.

1. Written requests for a variance are permitted.
2. The Director shall have the authority to grant variances not to exceed twenty percent (20%) of the minimum or maximum standards of this Ordinance.
3. Variances that exceed twenty percent (20%) or variances that exceed the allowance of administrative variances shall be heard by the Board of Zoning Appeals.
4. Variances can be granted only in the case of extreme hardship or unusual circumstance. The factors to be taken into consideration by the Board may include the following, but shall not be solely economic:
 - a. The ease with which the applicant can alter or revise the proposed development or improvement to accommodate existing trees.
 - b. The economic hardship that would be imposed upon the applicant were the variance denied.
 - c. The heightened desirability of preserving tree cover in densely developed or densely populated areas.
 - d. The need for visual screening in transitional zones or relief from glare, blight, commercial or industrial unsightliness or any other visual affront.
 - e. Whether the continued presence of the tree or trees is likely to cause danger to a person or property.
 - f. Whether the topography of the area in which the tree is located is of such a nature to be damaging or injurious to trees.
 - g. Whether the removal of the trees is for the purpose of thinning a heavily wooded area where some trees will remain.
 - h. Whether tree removal would have an adverse impact upon existing biological and ecological systems.
 - i. Whether tree removal would affect noise pollution by increasing source noise levels to such a degree that a public nuisance may be anticipated or a violation of the noise control ordinance will occur.
 - j. Whether the general health and life expectancy of the tree or trees warrant the measures necessary to prolong the life of the trees based upon accepted ISA practices.

- D. Appeal from the Decisions of the Board of Appeals shall be by Writ of Certiorari to the Fulton Superior Court, and must be filed within thirty (30) days of the date of the Board's decision.

3.2.16 18 Natural resources-Resources commissionCommission.

The Mayor and each City Council member shall appoint one (1) member to a seven (7) member Natural Resources Commission.

- A. The Natural Resources Commission shall give advice to the Council based on an annual re-evaluation of experience under the Ordinance, provide leadership in the development of understanding of the objectives and methods of the tree program, and assist the Director in the development and maintenance of technical specifications and guidelines. In addition, the natural Resources Commission primary objectives shall be:

1. To promote the benefits of maintaining a healthy tree canopy for the City of Alpharetta;
 2. To provide educational outreach activities for the purpose of informing the community about resource conservation, protection of the environment, and the maintenance of the city's natural amenities, in particular its trees;
 3. To plan and organize Arbor Day and facilitate other events, activities, meetings and projects that support environmental awareness and education;
 4. To encourage Alpharetta's citizens to take greater responsibility for improving their community through litter prevention, waste reduction, recycling, tree plantings and other, similar means.
 5. To oversee the following:
 - a. Alpharetta's Tree ~~Protection~~ Conservation, Landscape, and Buffer Ordinance.
 - b. Tree City USA designation.
 - c. Keep America Beautiful affiliation.
- B. The Natural Resources Commission shall assist the Arborist in producing and maintaining the Arborist Guidance Document, including the a list of proposed changes to the kinds and species of trees described in the Tree Planting List, to this Section Ordinance. Any such changes may be adopted and may be changed from time to time.
- C. The Natural Resources Commission shall enlist technical advisors in the fields of land development, landscape architecture and horticulture or related professions.
- D. The Natural Resources Commission shall have the power and authority to maintain the Tree City USA and Keep America Beautiful (KAB) certifications by:
1. Strengthening environmental outreach opportunities associated with the Tree City USA and KAB organizations by promoting community participation and acting as an advocate of tree and environmental conservation efforts;
 2. Supporting the City's efforts through public/private partnerships;
 3. Making recommendations for the enhancement of public outreach and education programs concerning environmental and tree related issues;
 4. Developing and implementing a sustainable program for their environmental accomplishments; and
 5. Providing regular updates to City Council regarding Natural Resources Commission activities.

3.2.17 19 Penalties.

Any person, firm, corporation, limited liability company, Responsible Party, or other entity found guilty of violating or knowingly assisting in the commission of a violation of this ~~Section Ordinance~~ shall be subject to the penalties specified herein. Each day any violation of any provision of this ~~Section Ordinance~~ shall occur and each day any violation shall continue shall constitute a separate offense of this ~~Section Ordinance~~.

- A. A violation of this Section shall constitute a misdemeanor punishable by a fine of up to one thousand dollars per incident. Replacement plantings shall also be required. Penalties and fines, including replacement plantings must be satisfied within the timeline stated on the violation and/or stop work order. Appeals can be filed with the Board of Zoning Appeals ~~Code Enforcement Board~~.
- B. In the event that a Specimen Tree is damaged or removed in violation of this Section on non "For-Sale" residential property or as part of a construction project, violators shall be subject to replace Specimen Trees with trees having a total density equal to eight (8) times the unit value of the tree removed with a minimum four-inch (4") tree caliper. Furthermore, the location and extent of the

tree's Critical Root Zone shall permanently remain in a pervious state with no structures or buildings placed on it. In the event that a Specimen Tree is damaged or removed in violation of this Section on a "For-Sale" residential property not in conjunction with a construction project, violators shall be subject to replace Specimen Trees with trees having a total density up to three (3) times the unit value of the tree removed. The city shall take into consideration the amount of trees that can be reasonably placed on the property in violation. If the ~~dbh~~ DBH of the removed tree cannot be determined the measurement shall be taken at the upper most portion of the remaining stump.

- C. In the event that a non-specimen tree is damaged or removed in violation of this Section, violators shall be subject to replacement plantings equal to one (1) times the ~~unit~~ DBH value of the tree removed with a minimum two inch (2") caliper trees. If the ~~dbh~~ DBH of the removed tree cannot be determined the measurement shall be taken as stated in Section 3.2.197.B.
- D. In addition to A. and B., upon notice from the Director, work on any development that is being done contrary to the provisions of this Section shall immediately cease. The stop-work notice shall be in writing and shall go to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. When an emergency exists, the Director shall not be required to give written notice prior to stopping the work. Further, in the event that work on any development is being done contrary to the provisions of this Section, the Director may revoke any permit pertaining to the development activity for which the Land Disturbance Permit has been issued and may refuse to issue any further permit until, at the discretion of the Director, the work on the development is brought into compliance with the provisions of this Section.

TABLE 3.1 TREE DENSITY CALCULATION

~~A basic requirement of the Tree Conservation and Replacement Ordinance is that all applicable sites maintain a minimum tree density of 20 units per acre. The term "unit" is an expression of the Basal area (a standard forest inventory measurement), and is not synonymous with "tree".~~

~~This density requirement must be met whether or not a site had trees prior to development. The density may be achieved by counting existing trees to be preserved, planting new trees, or some combination of the two as represented by the formula:~~

$$\text{SDF} - \text{EDF} = \text{RDF}$$

~~Where:~~

~~SDF (Site Density Factor)—The minimum tree density required to be maintained on a developed site (units per acre).~~

~~EDF (Existing Density Factor)—Density of existing trees to be preserved on a site.~~

~~RDF (Replacement Density Factor)—Density of new trees to be planted on a site.~~

~~The SDF is calculated by multiplying the number of acres by andhellip;~~

~~EXAMPLE: A 2.2 acre site has a SDF of $2.2 \times 20 = 44$~~

~~The EDF is calculated by converting the diameter of individual trees to density factor units. Using Table A below does this.~~

~~EXAMPLE: A total of 15 trees will remain on the 2.2 acre site. The tree inventory is as follows:~~

~~7—12 inch diameter pines~~

~~3—14 inch diameter pines~~

~~3—18 inch diameter pines~~

~~1—21 inch diameter hickory~~

~~1—30 inch diameter oak~~

Converting diameters (DBH) to density units, the EDF is determined as follows:

DBH	UNITS		NO. OF TREES		TOTALS
12 inch	0.8	×	7	=	5.6
14 inch	1.2	×	3	=	3.6
18 inch	1.8	×	3	=	5.4
21 inch	2.6	×	1	=	2.6
30 inch	4.4	×	1	=	4.4
					21.6

-

See section 3.2.7.B for Tree Density Requirements and calculation for "For-Sale" residential lots.

TABLE 3.2 TREE DENSITY CONVERSION CHART Conversion of Tree Diameters (DBH) to Density Factor Units	
Tree Size (DBH)	Unit Value
2"	0
3"	0
4"	.1
5"	.1
6"	.2
7"	.2

8"	.4
9"	.4
10"	.6
11"	.6
12"	.8
13"	.8
14"	1.2
15"	1.2
16"	1.8
17"	1.8
18"	1.8
19"	1.8
20"	2.6
21"	2.6
22"	2.8
23"	2.8
24"	3.4
25"	3.4
26"	3.8
27"	3.8

28"	4.0
29"	4.0
30"	4.4
31"	4.4
32"	4.6
33"	4.6
34"	5.0
35"	5.0
36"	5.4
37"	5.4
38"	5.8
39"	5.8
40"	6.2
41"	6.2
42"	7.0
43"	7.0
44"	8.0
45"	8.0
46"	9.0
47"	9.0

48" inches or greater	10.0
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-

Note: DBH is rounded to nearest inch (.5 and higher to next full inch, .4 and lower is truncated to lower inch).

Note: Values for tree sizes 24 inch and greater are for trees that do not qualify as Specimen Trees and are not subject to Specimen Tree designation under Appendix A. Trees qualifying as Specimen Trees are subject to the benefits and restrictions note in the previously cited section.

The RDF is calculated by subtracting the EDF from the SDF.

EXAMPLE: $RDF = 44 - 21.6 = 22.4$

The density factor credit for each Caliper size of replacement (new) trees is shown in TABLE 3.3.

TABLE 3.3 TREE REPLACEMENT CHART

Conversion of Replacement Tree Caliper to Density Factor Units

Caliper Size (at 12 inches height)	Density Credit	Number of trees required to meet 20 units/acre standard ⁽⁺⁾
1	0	N/A
2	.4	50
3	.5	40
4	.6	33
5	.7	29
6	.8	25
7	1.0	20
8	1.1	19
Greater than 8	1.1	19

-

Note: This column represents the number of trees that would need to be replanted if all one-size tree was used. This is provided for information purposes only, as it is likely that a variety of tree sizes would be used.

Tree Replacement Requirements:

1. ~~No more than 30% of all trees planted for replacement density credit may be of any one species.~~
2. ~~Seven-gallon Pine trees to be planted to meet required replacement densities must be at least one-inch (1") in Caliper and greater than or equal to four feet (4') tall.~~
3. ~~Specimen Tree replacement/recompense trees must be at least four inch (4") Caliper.~~

APPENDIX A – SPECIMEN TREES

~~Some trees on a site warrant special consideration and encouragement for conservation. These trees are referred to as Specimen Trees.~~

~~The following criteria are used by the Director to identify specimen trees.~~

~~A Specimen Tree is any tree which qualifies for special consideration for preservation due to its size, type, condition, location, or historical significance and is determined by the City Arborist, prior to development, to be in overall good health without the aid of a specialized care plan according to accepted ISA practices, and which also meets the minimum size criteria set forth below.~~

~~Size Criteria:~~

~~Pine Trees: 30-inch (30") diameter or larger.~~

~~Overstory Trees: 24-inch (24") diameter or larger.~~

~~Understory Trees: 8-inch (8") diameter or larger.~~

~~In order to encourage the conservation of Specimen Trees and the incorporation of these trees into the design of projects, additional density credit will be given for Specimen Trees, which are successfully saved by a design feature specifically designated for such purpose. Credit for any Specimen Tree thus saved would be two (2) times the assigned unit value shown in Table 3.3. The Critical Root Zone of Specimen Trees will be protected with hog back/wire back tree save fencing with metal support poles or as described in section 3.2.11.~~

~~If a Specimen Tree is to be removed, a plan or written document indicating the reason for the removal must be submitted to the Director.~~

~~Specimen Trees that cannot be saved (see Section 3.2.11) must be replaced with trees having three (3) times the unit value of the tree removed with a minimum four-inch (4") tree caliper by species with potentials for comparable size and quality.~~

~~Any Specimen Tree which is removed without the appropriate review and approval of the Director must be replaced by trees with a total density equal to eight (8) times the unit value of the tree removed with a minimum four-inch (4") tree caliper. Size alone will determine whether a tree was a specimen quality if the tree is removed without approval and there is no evidence of its condition. Violations will be subject to the applicable penalties as described in Section 3.2.19.~~

~~Specimen trees removed on "For-Sale" Residential lots not in conjunction with construction projects shall follow sections 3.2.13 and 3.2.19 for approval, replanting, and violation requirements.~~

APPENDIX C – TIMBER HARVEST PERMITTING

~~Tree cutting, clearing, or clearing and grubbing projects, which result in the sale of timber, shall conform to state law regarding payment of taxes. A Georgia Department of Revenue Form PT-283T, along with the required payment, must be submitted to the Fulton County Tax Assessor's Office within the time frame prescribed by law. Failure to do so shall be considered a violation of the Fulton County Erosion and Sedimentation Control Ordinance as well as the tax law. Call the Fulton County Tax Assessor's Office for more information.~~

- ~~• Provided documentation regarding the type of timber sale, estimated date of purchase, and estimated PT-283T submittal date when submitting plans to the Engineering Public Works Department for review.~~

~~Applications for tree cutting, clearing, or clearing and grubbing shall be in accordance with current land disturbance permit plan review procedures.~~

~~Plans and other supportive documents submitted for a land disturbance permit for tree cutting in areas greater than five (5) acres shall bear the signature of a Georgia Registered Forester.~~

~~The minimum size of plans shall be 11 × 14 inches. The maximum size shall be 24 × 36 inches.~~

~~Plans shall include the following information:~~

- ~~• Owner's name, address and phone number.~~
- ~~• Consultant's and Contractor's names, addresses and phone numbers.~~
- ~~• Location/vicinity map.~~
- ~~• Land Lot(s) and Districts(s).~~
- ~~• North Arrow.~~
- ~~• Scale (minimum 1" = 100').~~
- ~~• Closed property boundary showing bearings and distances of all property lines.~~
- ~~• Current zoning of property.~~
- ~~• Current zoning of adjacent properties.~~
- ~~• Total acreage of property and approximate acreage of area to be disturbed.~~
- ~~• 24-hour emergency contact name and phone number(s) in bold type (no smaller than 20 point type).~~
- ~~• Names of adjoining roadways.~~
- ~~• Location of and detail for the trunk exit (Co or crushed stone pad).~~
- ~~• Approximate location of the following land features:~~
 - ~~• All state waters.~~
 - ~~• Topography at 20 ft. intervals (U.S.G.S. Quadrangle Map).~~
 - ~~• Forest cover areas.~~
 - ~~• 100-year floodplain.~~
 - ~~• Wetlands.~~

- ~~Limits of land disturbance.~~
- ~~Approximate locations and dimensions of any logging decks.~~
- ~~Location of any state water buffers (dimension 25 ft. undisturbed zones from the top of each bank).~~
- ~~Location of Streamside Management Zone (dimension required width).~~
- ~~Approximate locations of any haul roads.~~
- ~~Approximate locations of any stream crossings showing approximate width of crossing (bank to bank) and method of sediment control (rock riprap or culvert).~~
- ~~Approximate locations of any historical features including cemeteries; or, a note indicating the absence of such on the site.~~
- ~~Delineation and labeling of any required buffer zones around the perimeter of the property.~~
- ~~A detail of the method to be used to delineate all buffers on the site.~~
- ~~Expected time frame in which the operation will occur.~~
- ~~Additional information as may be required by City of Alpharetta staff to perform a proper review of the project and assure that the intent of the Soil and Erosion and Sediment Control Ordinance is met.~~

The Following Notes:

- ~~The City of Alpharetta Engineering/Public Works Department reserves the right to require additional erosion and sedimentation control measures deemed necessary.~~
- ~~The contractor shall implement all Best Management Practices for forestry as prescribed by the Georgia Forestry Commission and the U.S. Environment Protection Agency.~~
- ~~No trees may be cut in buffer zones marked "undisturbed." Tree cutting shall be limited to the non-mechanical removal of pine (Pinus spp.) or yellow-poplar (Liriodendron tulipifera) trees with stump diameters greater than fifteen (15) inches; provided that a minimum of fifty (50) square feet of basal area remains in good condition in the buffer area at completion of the project. The non-mechanical removal of dead, diseased or insect infested trees is also allowed in this buffer (subject to verification by the City of Alpharetta Arborist).~~
- ~~All buffers of state waters shall remain undisturbed except for haul road crossing points.~~
- ~~Projects, which are restricted to a "Residential Thinning", must leave a minimum density of thirty (30) square feet of basal area throughout all areas not designated as buffers or logging decks. Trees to be preserved to meet this requirement must be identifiable both before and after the harvest either by species or by a continuous marking around the trunk at 4.5 feet and at .5 feet above the ground. These trees must be left in good condition with no injuries to the trunk, crown or root system, which would predispose them to disease or pest infestation.~~
- ~~All pine logging slash with stems larger than five (5) inches in diameter shall be chipped and returned to the site or removed from the site to reduce the possibility of insect infestation.~~
- ~~Logging decks, temporary haul roads, skid trails and any other disturbed areas left idle for two to four weeks will be restored to their contours and established to temporary vegetation (DsD). These disturbed areas left idle for four weeks or more will be established to permanent vegetation (Ds3). All areas remaining at the end of the project will be established to permanent vegetation within two weeks.~~

- ~~When hand planting, mulch (hay or straw) should be uniformly spread over seeded area within 24 hours of seeding.~~
- ~~During unstable growing seasons, mulch will be used as a temporary cover (Ds1). On slopes that are 4:1 or steeper, mulch will be anchored.~~
- ~~The City of Alpharetta Land Disturbance Permit must be displayed on site at all times during the project operation and in plain view from an adjacent county road or street.~~

~~Before any activity can begin an inspection must be performed for basal area confirmation, erosion control devices and buffer area delineation. At this time, the contractor must show a current City of Alpharetta business license or registration certificate. At completion of the project, a final inspection must be performed.~~

ORDINANCE NO.

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE SECTION 3.2: TREE CONSERVATION, LANDSCAPE, AND BUFFER REQUIREMENTS IN ORDER TO CONSOLIDATE LANDSCAPE AND TREE REQUIREMENTS INTO ONE LOCATION WITHIN SECTION THE UDC; CLARIFY AND SIMPLIFY CERTAIN REQUIREMENTS TO PROVIDE FOR EASE OF USE AND IMPLEMENTATION; AND, INCREASE INCENTIVES AND OPTIONS TO SAVE TREES DURING LAND DEVELOPMENT; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES AND RESOLUTIONS; AND FOR OTHER PURPOSES

WHEREAS, on May 21, 2001, the City of Alpharetta adopted a comprehensive zoning ordinance known as the Unified Development Code of the City of Alpharetta, Georgia; and

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

WHEREAS, prior to the adoption of this amendment the Director of Community Development for the City of Alpharetta established a public hearing date for the public discussion of this amendment which public hearing date was at least fifteen (15) but not more than forty-five (45) days after a public hearing notice was published in the Alpharetta Revue & News; and

WHEREAS, the Mayor and Council of the City of Alpharetta deem it to be in the City's best interest to amend Unified Development Code Section 3.2 Tree Conservation, Landscape, And Buffer Requirements in order to consolidate landscape and tree requirements into one location within section the UDC; clarify and simplify certain requirements to provide for ease of use and implementation; and, increase incentives and options to save trees during land development

NOW, THEREFORE, the Mayor and Council of the City hereby do ordain as follows: Unified Development Code Section 3.2: Tree Conservation, Landscaping, and Buffer is modified as shown in the attached **Exhibit**. Furthered Ordained that all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SO ORDAINED this ____ day of _____, 2016.

CITY OF Alpharetta

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)

Attest:

City Clerk

First Reading _____

Second Reading _____



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE: E. PH-16-08 UNIFIED DEVELOPMENT CODE - TEXT AMENDMENTS
CONSIDERATION OF TEXT AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE INCLUDING SPA SERVICES, NORTH POINT ACTIVITY CENTER GUIDELINES, AS WELL AS OTHER AMENDMENTS.

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:

Council Agenda Report, Sec 1.4 UDC Changes, Sec 2.2a Conditional Use RegChanges, Sec 2.3 Supplementary Reg Changes, Sec 2.7 Miscell Reg Changes, Sec 3.7 NP Activity Center



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-16-08 UNIFIED DEVELOPMENT CODE AMENDMENTS

CITY COUNCIL: NOVEMBER 14, 2016

This item was heard at the July 13, 2016 Planning Commission meeting. There were no comments from the public for or against the request. After discussion, the Planning Commission voted unanimously to recommend approval of the amendments to the Unified Development Code.

II. RECOMMENDATION:

Approval of various amendments to the Unified Development Code.

III. REPORT IN BRIEF:

Consideration of changes to the Unified Development Code (UDC) in order to amend Section 1.4.2 definitions of 'Beauty Shop', 'Nail Salon', and 'Spa Services', remove Section 2.7.7 Massage Therapy, edit Section 2.2 to add 'Dwelling, Group' and 'Dwelling, For-Rent' as separate uses, add 'Equestrian Center' as a conditional use in the RE, R, R-22, and R-15 zoning districts, edit 2.3.1(D)(1) to allow retaining walls under 4' in building setbacks, delete Section 2.3.7 Conditional uses, and edits to Section 3.7 North Point Activity Center Guidelines.

IV. ATTACHMENTS:

- UDC Strike Through and Underline Edits

DISCUSSION

A Massage and Spa Establishment Ordinance was adopted on April 4, 2016 and included as Chapter 12, Article VI of the City's Code of Ordinances. Subsequently, staff has identified some conflicts between this ordinance and the definitions of 'Spa Services' in UDC Section 1.4.2 Definitions and 'Spa Establishments' in UDC Section 2.7.7 Massage Therapy. Therefore, staff proposes an amendment to the definition of 'Spa Services' to add **"and such types of services requiring a customer to disrobe"**. In addition, the phrase **"excluding such types of services**

requiring customers to disrobe” should be added to the definitions of ‘Beauty Shop’ and ‘Nail Salon’. It is also recommended that UDC Section 2.7.7 Massage Therapy be deleted as these regulations are enforced by the City’s Public Safety Department and are included in Chapter 12, Article VI of the Code of Ordinances.

In an effort to protect the rural and agricultural character of larger residential properties in the City, staff proposes adding ‘Equestrian Center’ as a conditional use in the RE, R, R-22, and R-15 zoning districts. ‘Equestrian Center’ is currently listed as a permitted use in the SU zoning district and as a conditional use in the AG, CUP, and MU zoning districts. Staff proposes that ‘Equestrian Center’ be listed as a conditional use in the RE, R, R-22, and R-15 zoning districts. Approval of a conditional use permit would be subject to the criteria established by the Fulton County Code of Ordinances Section 4.8.1, which states:

“One (1) horse or other member of the horse (equine) family per fenced acre shall be allowed in association with a single family dwelling or in single family dwelling districts.”

Staff recommends splitting the term ‘Dwelling, ‘For-Rent’, Group’ into two (2) use terms, ‘Dwelling, Group’ and ‘Dwelling, ‘For-Rent’. The uses are distinctly different and may not be appropriate in the same zoning districts. Amendments are also proposed within the various zoning district lists of permitted and conditional uses.

Amendments to Supplementary Regulations, including an amendment to UDC Section 2.3.1 (D)(1) to allow retaining walls of four (4) feet or less within the building setback. Due to duplication, staff proposes that UDC Section 2.3.7 Conditional uses be deleted. UDC Section 4.2.3 (B) Conditional Use Standards already establishes conditional use standards.

Amendments to UDC Section 3.7 North Point Activity Center Guidelines are proposed to delete the terms ‘recommend’ and ‘should’ and replace with the terms ‘require’ and ‘shall’. Also, an amendment to clarify what constitutes a Type C corridor is proposed. The intention of codifying the North Point Activity Center Guidelines was to require compliance with the standards established for this area.

SECTION 1.4 - DEFINITIONS

1.4.1 Use of words and phrases.

For the purpose of this Ordinance, the following shall apply to the use of words and phrases:

- A. Words used in the present tense include the future tense. Words used in the singular tense include the plural tense, and words used in the plural tense include the singular tense. The masculine person "his" also means "her."
- B. The word "shall" is always mandatory and not discretionary.
- C. The word "may" is permissive.
- D. The word "and" indicates that all of the conditions, requirements, or factors so connected must be met or fulfilled, whereas the word "or" indicates that at least one condition, requirement, or factor so connected must be met.
- E. The term "such as" is intended to introduce one or more examples in illustration of a requirement or point, and is used herein to mean "including but not limited to the following."
- F. The word "structure" includes the word "building."
- G. The word "lot" shall include the words "plot," "tract," "parcel," and "property."
- H. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended," "arranged," or "designed to be used or occupied."
- I. The verbs "zone" and "rezone" have the same meaning and refer to the act of amending the Official Zoning Map through the process established by this Ordinance.
- J. The nouns "zone," "zoning district" and "district" have the same meaning and refer to the Zoning Districts established under this Ordinance.
- K. All words and phrases shall be interpreted within the context of the sentence, Section and Article in which they occur.

1.4.2 Defined terms.

Words and phrases defined herein shall be interpreted as defined without regard to other meanings in common or ordinary use, unless the context of the word or phrase indicates otherwise. Words and phrases not defined in this Ordinance shall be construed to have the meaning given by common and ordinary use as defined by Webster's New International Dictionary, Latest Edition. Figures associated with defined terms in this Section are provided for illustration only and do not limit or change the meaning of the term as defined in writing.

Acceleration Lane. An added roadway lane which permits integration and merging of slower moving vehicles into the main vehicular stream.

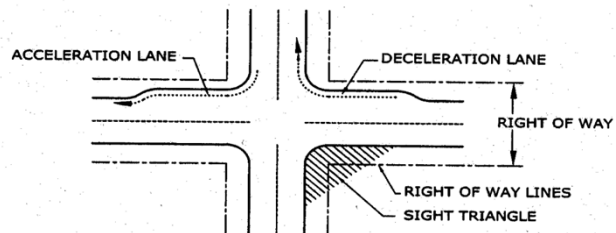
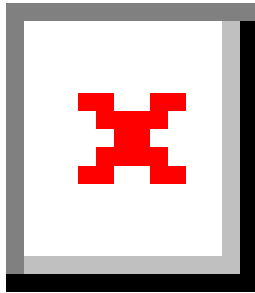


FIGURE 1

Access. A way or means of approach to provide physical entrance to a property.

Accessory Structure. A structure detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

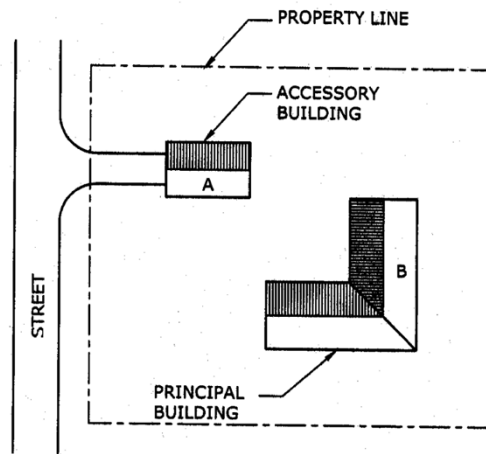
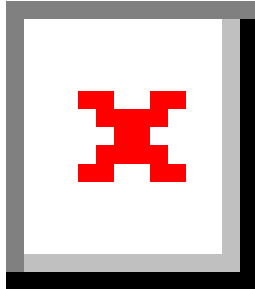


FIGURE 2

Accessory Use. A use customarily incidental and subordinate to the principal use and located on the same lot with such principal use.

Acre. A measure of land area containing 43,560 square feet.

1. *Acreage, Gross.* The total area of a property measured in acres and fractions thereof rounded to the nearest one-tenth acre.
2. *Acreage, Net.* The total buildable area of a property measured in acres to the nearest one-tenth, as existed when originally approved for its current zoning district, less any flood plain, easements and land dedicated to and accepted for streets or other public improvements by the City.

Adult Book Store. A retail establishment, a majority of whose inventory consists of books, magazines, videotapes and similar materials containing sexual activities or specified anatomical parts.

Airport. A property or structure licensed and approved by the Federal Aviation Administration where fixed wing aircraft or helicopters can land and take off, which may be equipped with hangars, facilities for refueling and repair and various accommodations for passengers.

Aisle. The traveled way, which is not the public right-of-way, by which cars enter and depart parking spaces.

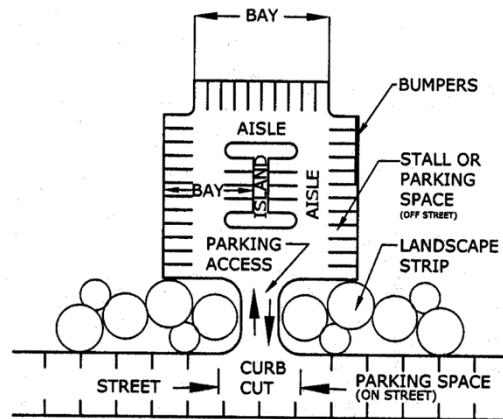
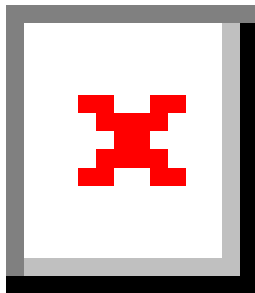


FIGURE 3

Alley. A non-exclusive private easement or publicly dedicated service way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Alteration of Building. Any change in the supporting members of a building (such as bearing walls, columns or girders); any change in the non-supporting interior walls of a building; any addition or reduction to a building; any change in use; or any relocation of a building from one location or position to another.

Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience.

Amenity. A natural or man-made feature which is intended to enhance or make more attractive or satisfying a particular property.

Animal Hospital, Large Animals. A place where horses, cattle, sheep or other animals normally kept in agricultural settings are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Animal Hospital, Small Animals. A place where dogs, cats, birds or other animals normally kept as household pets are given medical or surgical treatment and the boarding of animals is limited to short-term care incidental to the hospital use.

Annexation. The incorporation of a land area into the City with a resulting change in the city limit boundaries.

Antenna. See Section 2.8 for definition of 'antenna.'

Apartment. One or more rooms comprising an independent dwelling unit in a 'For-Rent' building.

Applicant. Any person making a request to the City for any approval, permit or authorization under the procedures contained in this Ordinance.

Art Galleries. An establishment engaged in the sale, loan, or display of art books, paintings, sculpture, or other works of art. This does not include libraries, museums, or non-commercial art galleries, or where such display of art is incidental to the primary use.

Asphalt Plant. A business which manufactures, mixes, or blends asphaltic products for distribution.

Assisted Living Facility. See Congregate Housing.

Associations. An organization of persons having common interests or purposes.

Auditorium. An indoor building or structure designed or intended for use for the gathering of people as an audience to hear music, lectures, plays, and other presentations.

Auto Sales and Leasing. The use of any building, land area, or other premises or portions thereof, for the display, sales or lease of automobiles, trucks, vans, trailers or recreational vehicles, including internet transactions where most vehicles are not stored on site.

Automobile. A self-propelled, free moving vehicle, with at least four but no more than six wheels, designed primarily for the transportation of passengers or for conveyance of up to two tons of materials on a street or roadway.

Automobile Service Station. Any building, land area or other premises, or portion thereof used or intended to be used for the retail dispensing or sales of vehicular fuels; and including as an accessory use the sale and installation of lubricants, tires, batteries and similar accessories, or the provision of tune-up or light maintenance services for vehicles.

Automotive Service Establishment. A business principally engaged in the repair of automobiles or other motorized vehicles, or the installation or repair of equipment or parts on motorized vehicles such as mufflers, brakes, tires, radios, transmissions, and engines or engine parts.

Bakery. An establishment primarily engaged in the retail sale of baked products for consumption off site. The products may be prepared either on or off site. Such use may include incidental food service.

Bank. A freestanding building, with or without a drive-up window, for the custody, loan, or exchange of money; for the extension of credit; and for facilitating the transmission of funds. This may include credit unions, savings and loans, and traditional banks.

Barber Shop. Any establishment or place of business within which the practice of barbering is engaged in or carried on by one or more barbers.

Basement. An area below the first floor of a building used for storage, garages, and utilities or for common use of the occupants of the building. A basement used for any one or more of the above purposes shall not be counted as a story.

Beauty Shop. Any commercial establishment, residence, vehicle, or other establishment, place, or event wherein cosmetology is offered or practiced on a regular basis for compensation, excluding such types of services requiring customers to disrobe.

Bed and Breakfast. A building in which lodging and meals are provided for no more than 15 guest and meals are served in a common dining room.

Berm. A mound of earth, or the act of pushing earth into a mound.

Block. A tract of land bounded by streets or a combination of streets and public land, rights-of-way or any other barrier to the community or development.

Board of Appeals. The appointed Board of Appeals of the City of Alpharetta.

Boarding House. A dwelling where more than two, but fewer than six rooms are provided for lodging for definite periods of times. Meals may or may not be provided, but there is one common kitchen facility. No meals are provided to outside guests.

Book or Stationery Store. An establishment for the sale or distribution of books and miscellaneous stationery by direct retail sales to the public.

Bottled Gas Storage and Distribution. An establishment where gas is stored for wholesale distribution.

Broadcasting Studio. An establishment for the dissemination of radio, television, satellite, or similar medium, which may include a transmission tower.

Buffer Area or Buffer Strip. That portion of a lot set aside for open space and screening purposes pursuant to applicable provisions of this Ordinance to separate different zoning districts or uses on one property from uses on another property. A required set back area may not be included in a required buffer area or visa-versa.

Buffer, Undisturbed. An area of land as defined above that exists in its natural state without intrusion or alteration. The addition of landscaping into areas of sparse vegetation within undisturbed buffers does not constitute intrusion or alteration.

Buildable Area. See "Lot Building Area."

Builder's Equipment. An area designed or intended for the storage and use of equipment or materials common in the construction trade. This may not include sales of such equipment or materials.

Building. Any structure built for or intended for occupancy, storage or shelter of persons, animals, personal or business property, or machinery of any kind which is entirely separated from any other structure.

Building Code. The latest edition of all codes relating to the construction of buildings and their mechanical, electrical and other systems, as adopted by the City of Alpharetta pursuant to the Georgia Uniform Building Code Act and also referred to as the Standard Building Code.

Building Frontage. The linear width of a building facing or most nearly facing a street.

Building Height. The vertical distance to the highest point of the roof surface of a flat roof, the deck line of a mansard roof, and to the mean height level between eaves and ridge of a gable, hip or gambrel roof, as measured from the average finished grade across the building frontage.

Building Inspector. The Building Official of the City of Alpharetta or the Building Official's designated representative.

Building Site. A parcel or lot or land occupied or intended to be occupied by a building or structure having not less than the minimum area permitted by the code.

Bus Shelter. A small, roofed structure, having from one to three walls, located near a street, and designed primarily for the protection and convenience of bus passengers.

Car Wash. Any building or premises or portions thereof dedicated to use for washing automobiles; or a structure containing facilities for washing automobiles.

Carpenter Shop. An establishment utilized for the manufacture or assemblage of wood into usable forms for sale and distribution.

Carpet and Rug Sales. An establishment for the retail or wholesale sale of floor coverings.

Cemetery. Land used or dedicated to the burial or interment of human or animal remains, including crematoriums, mausoleums, necessary sales, and maintenance facilities.

Center Line of Street. Any line surveyed as such by the City of Alpharetta or the Georgia Department of Transportation or their designee, or, if no such survey exists, the line which is midway between the edge of pavement or back of curb of a street.

Central Business District (CBD). That portion of the City bounded by Mayfield Road to the North, Old Milton Parkway to the South, Haynes Bridge Road and Highway 9 to the east and Roswell and Canton Streets to the west. (see page 2-103)

Certificate of Occupancy. A document issued by the Director indicating that a particular building conforms with the requirements of this Ordinance and the building is complete and ready for use.

Church. A facility incorporating one or more buildings where religious services are conducted.

City. The City of Alpharetta, Georgia.

City Administrator. The Chief Operating Officer of the City of Alpharetta or his designee.

City Clerk. The City Clerk of Alpharetta, Georgia, or the City Clerk's designated representative.

City Council or Mayor and Council. The legally constituted and elected governing body of the City of Alpharetta, Georgia.

Clinic. An establishment where patients are admitted for examination and treatment by one or more physicians, dentists, psychologists, medical professionals, or social workers and where patients are not usually lodged overnight.

Club. Buildings and facilities owned or operated by an association or persons for a social or recreational purpose.

Collection Box. A container, trailer, vehicle or other structure, used for the purpose of acquiring donated goods, by a for-profit or not-for-profit entity.

Commercial Parking Lot. An area or structure dedicated to the temporary storage of automobiles or other vehicles for periods of less than 24 hours for a fee, operated as the principal use of the property or structure.

Community Development Director. The Director of the Community Development Department or his/her designee.

Comprehensive Plan (CP). The long-range plan for guiding development in the City of Alpharetta and the City's urban area to a point in time at least 15 years from when the plan was adopted, with the overall goal being to accommodate development in a timely, orderly, and efficient arrangement of land uses and public facilities and services that meet the needs of present and future residents and businesses.

Concept Plan. A generalized map presenting an image or representation of a proposed development, and showing those plan elements as further required by this Ordinance.

Concrete Plant. A business which manufactures, mixes, or blends concrete products for distribution.

Conditional Use. A use that generally would not be appropriate throughout a zoning district but which, if controlled as to visual appearance, number, area, height, location, or relation to abutting or nearby uses, would not be injurious to the public, health, safety, welfare, morals, order, comfort, convenience, appearance or general welfare. Such uses may be permitted only in zoning districts specified in this Ordinance and are subject to conditions and approval by the Mayor and Council.

Condominium. A legal form of multiple ownership consisting of a building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Condominium, Office. An office building (or group of buildings) organized, owned and maintained as a condominium.

Condominium, Residential. A building type consisting of individual units located within a single structure. The structure normally has at least two, but no more than six stories. The structure is designed to appear as a single building with no architectural distinction between the units. Architectural elements such as materials, colors and windows are repeated consistently throughout the building and there is usually a single roof element and a single point of primary entry. The architectural style typically expresses the horizontal lines of the building which then accentuates the floors of the building as a primary visual element. The common areas of the building such as the elevators and lobby may be expressed as special features on the main elevations of the structure.

Congregate Housing. Any group dwelling or facility licensed by the state, public or private, which for gain or otherwise, regularly provides one or more persons with assisted living care. The term "assisted living care" means specialized care and services including the provision of personal services, the

administration of medications by a certified medication aide and the provision of assisted self-preservation. The term "personal services" includes, but is not limited to, individual assistance with or supervision of self-administered medication, assistance, essential activities of daily living such as eating, bathing, grooming, dressing, toileting, ambulation and transfer. The term "assisted self-preservation" means the capacity of a resident to be evacuated from an assisted living facility to a designated point of safety and within an established period of time as determined by the Office of Fire Safety Commissioner. Assisted self-preservation is a function of all of the following:

1. The condition of the individual.
2. The assistance that is available to be provided to the individual by the staff of the assisted living facility; and
3. The construction of the building in which the assisted living facility is housed, including whether such building meets the state fire safety requirements applicable to an existing health care occupancy.

Construction Trailer. A temporary structure used as an office and located on an active construction site.

Contractor's Office with outside storage. A room or group of rooms used for conducting business that includes an enclosed exterior space for the storage of business related equipment and supplies.

Contractor's Office without outside storage. A room or group of rooms used for conducting business that does not use any exterior storage area.

Convenience Center with Gas Pumps. A facility that combines a small retail store with the sale and dispensing of gasoline products.

Convenience Store. A retail establishment primarily selling packaged food and household convenience items, which may also dispense automobile fuel, oil and accessories. Excluded from this definition is any establishment providing automotive maintenance services or repairs.

Craftsman Shop or Studio. A facility where products are made or serviced on an individual basis without the use of mechanized or assembly line production equipment.

Curb Break or Curb Cut. Any interruption or break in the line of a street curb for the purpose of connecting a driveway to a street, or otherwise to provide vehicular access to abutting property.

Data Center. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or data processing equipment or systems.

Day Care Center. Any establishment operated by an individual, partnership, society, agency, corporation, institution or group, and licensed by or registered with the State of Georgia as a group day care home or day care center, which enrolls therein for pay, for supervision and care, seven or more children or adults. Such facility may provide supervision, care, education, recreation and specialized programmings but does not provide overnight accommodations.

Deed. An instrument that conveys or transfers title to land or other real property.

Density. The average number of dwelling units or gross square feet of building floor area per gross acre of land. For an individual property, the density shall be calculated by dividing the total dwelling units or gross square footage of the building by the total gross acres of the property that existed when originally approved for its current zoning district.

Design Review Board. The Design Review Board of the City of Alpharetta, as established by this Ordinance and appointed by the Mayor and Council.

Development Activity. The construction of public improvements, site improvements, or buildings, including any alteration of a property in preparation for such construction. Development Activity shall also include the "thinning" or removal of trees from undeveloped land in conjunction with a forest management program, and the removal of trees incidental to the development of land or to the marketing of land for development.

Director. Unless otherwise specified, the Director of Community Development of the City of Alpharetta, Georgia, or the Director's designated representative.

Drainage. See Article III, Section 3.1 for all definitions relating to drainage and storm water control.

Drive or Driveway. A surfaced asphalt or concrete area on a lot which provides direct access for vehicles between a street and a private garage, carport or other permitted parking space or parking area or loading area.

Dry cleaning, pick-up station. An establishment or business maintained for the pickup and delivery of dry cleaning and/or laundry without the maintenance or operation of any laundry or dry-cleaning equipment or machinery on the premises.

Dry cleaning plant. A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and/or agitation, and other processes incidental thereto.

Duplex (or semi-detached). A building type consisting of two independent units that are attached by a common side wall, floor and/or ceiling. Such units normally have at least two, but no more than four floors. These units may share a common front door and are sometimes designed to appear as a single unit.

Dwelling, 'For-Rent' (Downtown, Central Business District).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant and located within the Central Business District (map page 2-115).
- b. Building—A structure incorporating multiple rental units. (See Apartments.)
- c. See Section 2.7 Standards for Downtown, Central Business District.

Dwelling, 'For-Rent' (Outside of Central Business District).

- a. Unit—A residential unit designed to be leased or rented and occupied by a single family tenant.
- b. Building—A structure incorporating multiple rental units. (See Apartment.)
- c. See Section 2.7 Standards for Units (outside of Central Business District).

Dwelling, 'For-Sale'.

- a. Detached—A free-standing residential unit designed to be purchased and occupied by a single family.
- b. Attached—A residential unit attached to other residential units and designed to be purchased and occupied by a single family.
- c. Condominium—A type of property ownership in which a 'For-Sale' unit is purchased and the purchaser of each unit acquires full title to the unit and an undivided interest in the common elements (the land, roof, elevator, etc.).

Dwelling, Group. A building or portion of a building occupied or intended for occupancy by a number of unrelated persons or families, but in which separate cooking facilities are not provided for such resident persons or families. The term "group dwelling" includes but is not limited to the terms rooming house, apartment hotel, nursing home, fraternity or sorority house, YMCA or YWCA. A hotel, motel or bed and breakfast tourist home shall not be deemed to be a group dwelling as herein defined.

Dwelling Unit. One or more rooms connected together and constituting a separate, independent housekeeping establishment designed for use by one family with provision for cooking, eating, sleeping, bathing and personal sanitation, and physically set apart from any other rooms or dwelling units in the same structure or another structure.

Easement. A grant by a property owner of any designated part of a property for the use by another for a specified purpose without transfer of title or right of ownership.

Egress. An exit.

Electric power yards, substation. All equipment, fixtures, and personal property operated or maintained in connection with the production of electricity using any source of thermal, steam, wind, or solar energy with a generating capacity of more than 500 kilowatts and less than 50 megawatts.

Existing Use. The use of a lot or structure at the current time or another time if so designated.

Extended Stay Hotel. A building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses. See, Section 2.7.3.

Family. One or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, living and cooking together as a single, nonprofit housekeeping unit.

Family Day Care Home. An accessory use within a private residence, licensed by or registered with the State of Georgia as a family day care home, operated by the occupant of the dwelling who enrolls for pay, for supervision and care without overnight accommodations, three but not more than six children or adults.

Fast Food Restaurant. See Restaurant, Drive-thru or Fast Food.

Fence. A structure made of manufactured materials—and used for the purpose of defining a boundary, creating an enclosure, providing security, privacy or screening, or as a means of protection.

Flood Control. See Article III, Section 3.4, for definitions relating to flooding and flood control.

Floor Area. The total number of square feet of heated floor space within the exterior walls of a building.

Floor, First. The location within a building in which the primary egress and ingress are provided.

Florist, Retail With Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is permitted as a normal accessory use.

Florist, Retail Without Greenhouse. Any business establishment which, as its primary business, sells at retail flowers and ornamental plants. A greenhouse or nursery for the growing of plants, or another open or enclosed supplemental display area outside the establishment, is not permitted.

Frontage Lot or Street Frontage. The width in linear feet of a lot where it abuts the right-of-way of any street from which access may be directly gained.

Funeral Home. A building used for the preparation of deceased human beings for burial and the display of the deceased and ceremonies connected therewith before burial or cremation.

Future Land Use Map. The map named as such and contained in the Comprehensive Plan that indicates areas appropriate for various land uses and public facilities over time and as described in the Comprehensive Plan text.

Garage Sale. The sale or offering for sale of miscellaneous personal items on a residential zoned lot, (not including churches and schools).

Garden District. That portion of Canton Street bounded by Church Street to the south and Hopewell Road to the north.

Gasoline Station. A facility where primary use is the dispensation of fuels. (Also see Convenience Center with Gas Pumps)

Gazebo. An accessory, open air structure not exceeding 300 sq. ft. in size.

Governing Body. The Mayor and Council of the City of Alpharetta, Georgia, under whose authority this Ordinance is enacted into law, administered, and enforced.

Grade. The degree rise or descent of a sloping surface. The average elevation of the sidewalk or crown of road surrounding a building site.

Grade, Finished. See Section 3.1, "Site Grading and Land Disturbance."

Greenhouse. A building whose roof and sides are made largely of glass or other transparent or translucent material and in which the temperature and humidity can be regulated for the cultivation of plants for subsequent sale or for personal enjoyment.

Group Home. A dwelling shared by four or fewer persons, excluding resident owner, (or no more than six persons including the resident owner), who live together as a single housekeeping unit and in a long term, family-like environment in which the resident owner, serving as the primary caregiver to the residents, provides care, education and participation in community activities for the residents with the primary goal of enabling the residents to live as independently as possible in order to reach their maximum potential. 1. No group home shall be located within 2,000 ft. of another group home as measured at the property line. 2. A group home shall be limited to one structure and multiple structures located near one another shall not be considered components of one group home. Each structure shall meet distance requirements. The term "group home" shall not include a halfway house, a treatment center for alcoholism or drug abuse, and work release facility for convicts or ex-convicts, a home for detention and/or rehabilitation of juveniles adjudged delinquent or unruly and placed in custody of the state or other housing facilities serving as an alternate to incarceration. The term "group home" shall also not allow the use of a dwelling as an apartment or duplex. A "group home" shall not allow use of the dwelling as a home for individuals on parole, probation, or convicted and released from incarceration, for any crimes including child molestation, aggravated child molestation, or child sexual abuse, as defined in O.C.G.A. 16-6-4 or individuals required to register as sex offenders pursuant to O.C.G.A. 42-1-12. A group home may include a home for the handicapped. As used in this subsection, the term "handicapped" shall mean:

1. Having a physical or mental impairment that substantially limits one or more of such person's major life activities so that such person is incapable of living independently;
2. Having a record of having such an impairment; or
3. Being regarded as having impairment.

However, the term "handicapped" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals.

Hardware Store. A facility of 30,000 or fewer square feet gross floor area, primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliance, garden supplies, etc.; if greater than 30,000 square feet, such a facility is a Home Improvement Center.

Historic Business District. That portion of the Central Business District bounded by Church Street to the north, Highway 9 to the east, Marietta Street to the south and Milton High School to the west. (see page 2-122)

Home Improvement Center. A facility of more than 30,000 square feet gross floor area, engaged in the retail sale of various basic hardware lines, such as tools, builders hardware, paint and glass, houseware and household appliances, garden supplies, and cutlery.

Home Occupation. Any activity carried out as a business and/or for profit by the resident and conducted as an accessory use in the resident's dwelling unit.

Hospital. A building providing primary or tertiary health services and medical or surgical care to persons including in-patients and out-patients, suffering from illness, disease, injury, deformity and other abnormal physical or mental conditions, and including as an integral part of the institution, related facilities such as laboratories, outpatient facilities or training facilities.

Hotel (or Motel). A building in which lodging along with customary lodging facilities and services, such as meeting rooms, restaurant, maid service and fitness center, are provided for transient guests for an average stay of less than 7 days and offered to the public for compensation. Guest rooms within the building contain no provisions for food preparation other than a mini-fridge and/or microwave, there are no self-serve laundry facilities (for guests use) within the building, and access to each guest room is through an inside lobby which is supervised at all hours.

Improvements. The buildings, public utilities and facilities, and accessory structures built on or serving a property.

- A. *Public Improvements.* Any structure, owned by or to be dedicated to a government or a utility regulated by the Georgia Public Service Commission, together with its associated public land, easement or right-of-way, necessary to provide transportation, drainage, public or private utilities, or other public services such as education, recreation, or public safety.
- B. *Site Improvements.* Any structure, other than a principal building or a structure intended for dedication to public ownership, constructed to support or provide for the use or occupancy of a property, such as driveways, parking and loading areas, retaining walls and other earthen works, erosion and sedimentation control facilities, stormwater drains and detention facilities, and connections to public water, sewer or other utilities.

Industrial Park. A development that contains a number of separate industrial buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Industrialized Buildings. Prefabricated structures as defined in O.C.G.A. 110-2 and usually used for a limited time period such as for a site construction office, portable classroom and site real estate office.

Ingress. Access or entry.

Island. In parking lot and street design, built-up curbs (and in parking lots usually placed at the end of parking rows) as a guide to traffic and also used for landscaping, signing or lighting.

Junk or Salvage Yards. Any area, lot, land, parcel, building or structure or part thereof used for the storage, processing, purchase, sale or abandonment of wastepaper, rags, scrap metal or other scrap or discarded goods, materials, machinery or two or more unregistered, inoperable vehicles or other type of junk. See Also "Recycling Center."

Kennel. An establishment in which more than six dogs or other domesticated animals more than one year old may be housed, groomed, bred, boarded, trained or sold.

Land Disturbance Permit. A permit issued by the City that authorizes Development Activity, and includes, but is not limited to, activity related to soil erosion control, clearing and grubbing, grading, public and site improvements. This permit does not authorize building construction.

Land Use. See "Use," "Principal Use," and "Accessory Use."

Landscape Strip. A portion of a lot required to be reserved for, installed with, and maintained with vegetation. Such a strip may or may not be required to be of a linear form.

Loading Space, Off-street. A space or berth used for the loading or unloading of commercial vehicles, trucks or other vehicles.

Lot. A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development or both. In determining the area and dimensions of a lot, no part of the street right-of-way or private street easement may be included.

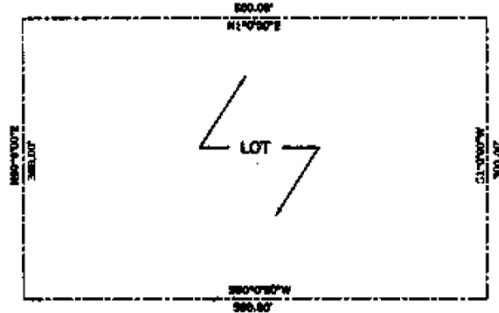
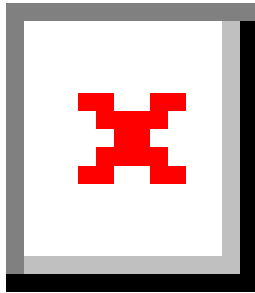


FIGURE 4

Lot Building Area. The portion of a lot located interior to the front, side and rear yard building setback lines; that is, the portion of a lot wherein a building may be located.

Lot, Corner. A lot abutting two or more streets at their intersection.

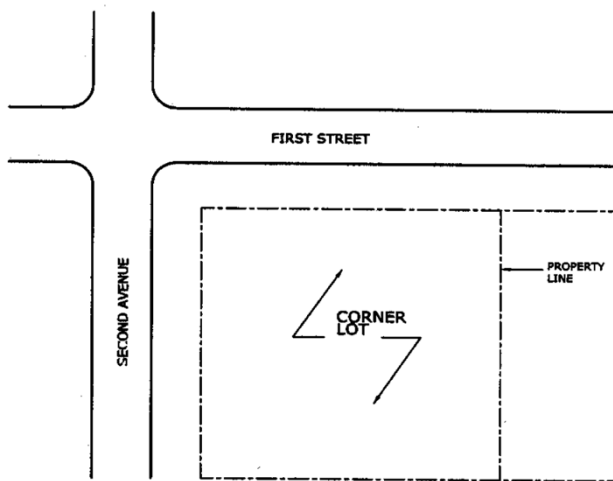


FIGURE 5

Lot Coverage. That portion of the lot that is covered by buildings, structures, and any other impervious surface.

Lot Depth. The distance between front and rear lot lines. If front and rear lines of said lot are not parallel, such least dimension shall be deemed to be the lot depth.

Lot, Double Frontage. A lot which has frontage on more than one street, provided however, that no corner lot shall qualify as a double frontage lot unless said corner lot has frontage on three or more streets.

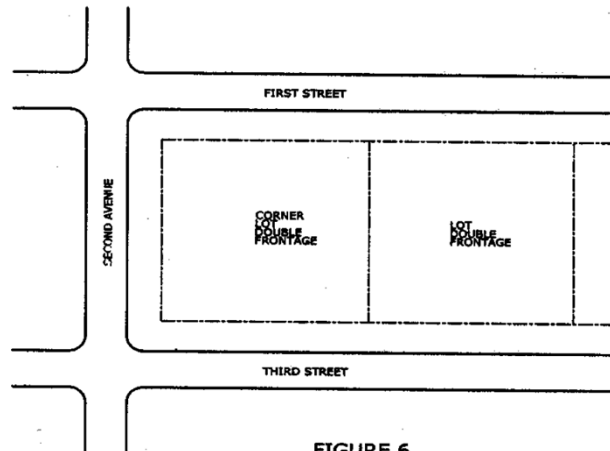
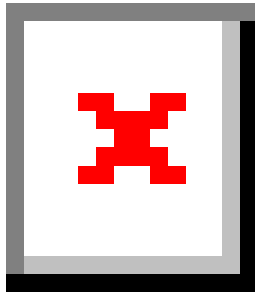


FIGURE 6

Lot, Flag. An "L" shaped lot whose frontage is provided by the driveway access which ties the buildable portion of the property to the street.

Lot Frontage. See "Frontage."

Lot Line. A line of record bounding a lot which divides one lot from another lot or from a street or any public space.

- A. *Front Lot Line.* Any boundary line of a lot which is coterminous with a public street right-of-way line or private street easement line. For a corner lot, the narrow portion is usually considered the front.
- B. *Rear Lot Line.* Any boundary line of a lot which does not intersect with a street right-of-way or private street easement line and which is usually opposite of the front lot line.
- C. *Side Lot Line.* Any boundary line of a lot which intersects with a street right-of-way or private street easement line.

Lot of Record. A lot which exists as shown or described on a plat or deed recorded in the Office of the Clerk of the Superior Court of Fulton County.

Lot Width. The distance measured between side lot lines at the front minimum setback line between intersecting lot lines.

Lot Width—Cul-de-sac. The distance measured between side lot lines at the point of the property that is twice the front setback requirement from the front property line.

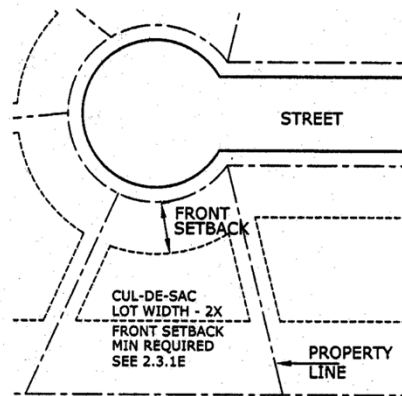
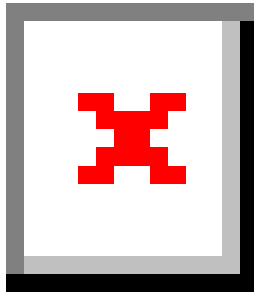


FIG 7

Mansard Façade. An architectural appendage or embellishment to a flat topped structure which is attached to the front external wall and if intended to create the appearance of a mansard roof. See also "Roof."

Manufactured Building. A factory-built, structure that meets national standards for manufactured buildings.

Manufacturing, Heavy. The extraction of natural resources or the transformation of raw materials through mechanical or chemical means into new products ready for assembly, fabrication or use in the production of finished goods.

Manufacturing, Light. The fabrication or assembly of parts into a finished product or component products.

Marquee. Any hood, canopy, awning or permanent construction which projects from a wall of a building, usually above an entrance.

Massage ~~Parlor~~ Therapy. Any **facility use**, other than a hospital or clinic, where non-medical manipulative devices or exercises are practiced upon the human body by someone other than a licensed medical professional.

Master Plan. A plan map and associated statement of intent which, at least, includes a depiction of pods, roads, buffers, flood areas, permitted uses and development regulations which represents the framework for development activity on a property. See also "Concept Plan."

Median Break or Cut. Any interruption in the curb separating opposing vehicular travel lanes of a street for the purpose of allowing ingress or egress by left turning movements to a street, or abutting property.

Metes and Bounds. A method of describing the boundaries of land by directions and distances from a known point of reference.

Mezzanine. An intermediate floor between two other stories that does not contain more than 1/3 of the area of the floor below it.

Mini-Warehouse. A structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Mobile Home. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling. 'For-Sale', with or without a permanent foundation when connected to public utilities. The term mobile home shall not include motorized vehicles with temporary

living quarters. Mobile homes built after 1976 are referred to as "Manufactured Homes" or "Industrialized Buildings".

Mobile Home Park. A site with required public and/or private improvements and utilities for the long-term parking of two or more mobile homes or manufactured homes each on a single lot, and which may include such accessory uses as retail convenience sales, laundromat, and recreational facilities for the exclusive use of residents.

Motel. See "Hotel".

Nail Salon. An establishment that offers nail care services such as manicures, pedicures, and nail enhancements, excluding such types of services requiring customers to disrobe.

Natural Resources Commission. The appointed natural resources commission (formerly known as the Tree Commission) for the City of Alpharetta.

Neighborhood Grocery. A facility with a floor area of at least 3,000 square feet but not more than 50,000 square feet that sells primarily grocery items such as prepackaged food, produce, meats, baked goods, beverages and similar food items intended for off-site consumption. At least 60% of the floor area of the facility shall be dedicated to the sale of said grocery items, including any immediately adjacent circulation and service areas, but not including storage.

Nonconforming Lot. A lot of record whose area, frontage, dimensions, or location were lawful prior to the adoption, revision, or amendment of this Ordinance, and which, by reason of such adoption, revision or amendment, no longer meets or exceeds one or more such requirements of the applicable zoning district.

Nonconforming Sign. Any structure or sign which was lawfully erected and maintained prior to the adoption, revision, or amendment of this Ordinance, and which by reason of such adoption, revision or amendment fails to conform to all applicable regulations and restrictions of this Ordinance.

Nonconforming Structure. A structure or building whose size, dimensions, or location on a property were lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, no longer meets or conforms to one or more such requirements of this Ordinance.

Nonconforming Use. A use or activity that was lawful prior to the adoption, revision, or amendment of this Ordinance, but which, by reason of such adoption, revision, or amendment, is not a use or activity permitted by right or no longer meets or conforms to the requirements of this Ordinance.

Nursery, Plant. Land or greenhouses used to raise flowers, shrubs and plants for sale to distributors or for subsequent replanting by the owner, a landscape company or others. See also "Florist, Retail."

Nursery School. See "Day Care Center."

Nursing Home. An extended or intermediate care facility required to be licensed or approved by the State of Georgia to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves.

Office. A room or group of rooms used for conducting the affairs of a business, profession, service, industry or government.

Office Building. A building used primarily for conducting the affairs of a business, profession, service, industry or government, or like activity, that may include ancillary services for office workers such as a restaurant, coffee shop, newspaper or candy stand.

Office Park. A development that contains a number of separate office buildings and supporting uses on one or more lots, which is designed, planned, constructed and managed on an integrated and coordinated basis.

Opaque. Impenetrable to view, or so obscuring to view that buildings, structures, and uses become visually indistinguishable.

Open Space. A privately-owned area on the grounds of a premises outside of any principal building or parking area, which is open to the sky and set aside and intended for the outdoor enjoyment of occupants or visitors to the property, and which may but is not required to include such pedestrian-oriented improvements as landscaping, sidewalks, walkway paths, pergolas, gazebos, bikeways, exercise or play equipment, and benches, and which may further include up to 20% of its area in water bodies or other areas inappropriate for pedestrian use.

Outdoor Storage. The keeping, in an unroofed area of any goods, material, merchandise or vehicles in the same place for more than 24 hours.

Outdoor Vending. Sale and/or display of products in an area exposed to open air on two or more sides.

Owner. An individual, firm, association, syndicate, partnership or corporation having a majority proprietary interest in land or a building, or their authorized representative.

Parapet. That portion of a wall which extends above the roof line.

Parcel. A lot or tract of land, or several adjoining lots in common ownership.

Park Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which may include both outdoor and indoor areas developed for active and/or passive recreation.

Parking Area. Any public or private area at grade or within a structure used for the express purpose of temporarily parking automobiles and other vehicles otherwise in operation for personal or business use.

Parking Garage. An accessory building or portion of a principal building used only for the private storage of motor vehicles as an accessory use.

Parking Space. A space identified and set aside for the temporary parking of an automobile or other motor vehicle which is subdivided into the following categories:

- A. *Compact Car Parking Space.* A designated space not less than 8 feet by 16 feet expressly provided within a parking area for purposes of temporarily parking a compact car or other compact motor vehicle.
- B. *Handicapped Parking Space.* A designated space not less than thirteen feet in width (including loading area) and twenty feet in length, laid out and designated by signage in accordance with the requirements of the Georgia Accessibility Code for Buildings and Facilities.
- C. *Handicap - Van Only.* A designated space not less than sixteen feet in width including loading area and twenty feet in length.
- D. *Regular Parking Space.* A designated space not less than 9 feet in width by 19 feet in length.

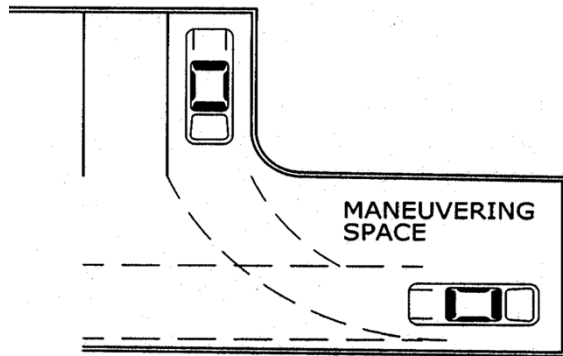
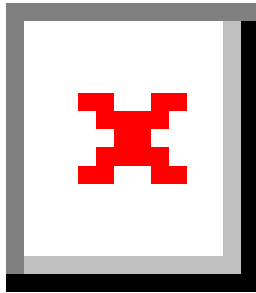


FIGURE 8

Patio House. A 'For-Sale' dwelling in which most, or all, of a lot is used with yard space combined instead of divided. Front, rear and side yard are consolidated into one garden area, either partially or completely bordered by rooms or enclosed by walls. See also "Zero Lot Line."

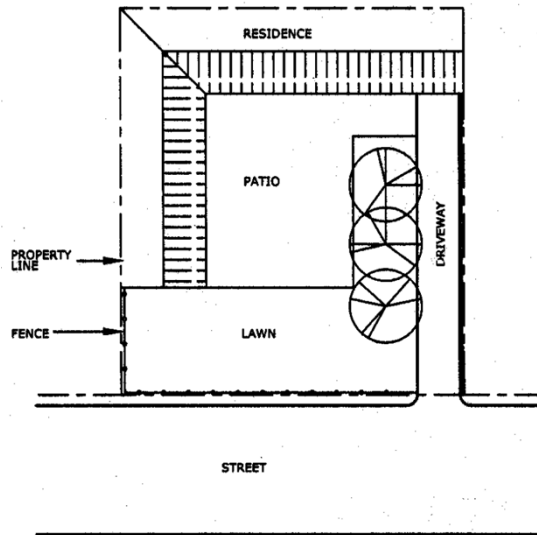
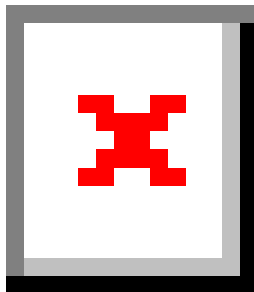


FIGURE 9

Pedestrian Walkway. A right-of-way within a block dedicated to public use, five feet or more in width, intended primarily for pedestrians or bicycles and other non-motorized vehicles.

Perimeter. The boundaries or borders of a lot, tract or parcel of land.

Permit. Written governmental permission issued by an authorized official, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization.

Permitted Use. Any use allowed in a zoning district and subject to the restrictions applicable to that zoning district.

Person. Any individual, corporation, association, firm, partnership or other legal entity.

Pet Day Care. A facility that provides care on a regular basis to household animals for a period of less than 24 hours with no overnight accommodations.

Planned Center, Office, Commercial or Industrial. A group of rental stores, service establishments, offices, industries and any other businesses planned to serve the public, which is in common ownership or condominium ownership.

Planning Commission. The appointed Planning Commission of the City of Alpharetta, Georgia.

Planted Area. An area of living plant material created for the purpose of establishing open space and consisting of a minimum of 50% of the area devoted to trees and shrubs.

Plat. (1) a map representing a tract of land, showing the boundaries and location of individual properties and streets; (2) a map of a subdivision or site plan.

Plat, Final. The final map of all or a portion of a subdivision which is presented to the proper review authority for final approval and recorded in the office of the Clerk of Superior Court of Fulton County.

Plat, Minor. A division of a tract or parcel of land into not more than four (4) lots and does not dedicate or offer for dedication any new street or require construction of any private road for access to any lots and does not require extension of sanitary sewer, stormwater, or water mains to service lots.

Plat, Preliminary. A preliminary map indicating the proposed layout of the subdivision or site plan which is submitted to the proper review authority for consideration and preliminary approval.

Portable. See Industrialized Buildings.

Premises. An area of land with its appurtenances and buildings which, because of its unity of use, is one unit of real estate.

Principal Building. The building or other structure within which is conducted (or intended to be conducted) the principal use of the lot on which said building is situated.

Principal Use. The primary or predominant use of any lot.

Prohibited Use. A use that is not permitted in a zoning district by right as a principal use, as an accessory use, or as a conditional use.

Public Space. A public- or privately-owned area, which is set aside for the enjoyment for occupants or visitors to the property, and which is developed for recreation, entertainment, and/or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playgrounds, community gardens, or other areas where people can gather. Areas that are restricted to the general public, like residential amenities, may not be included within the public space requirement.

Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

1. *Recreation Facilities, Indoor.* Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc.
2. *Recreation Facilities, Outdoors.* Recreational uses conducted almost wholly outdoors, including ball fields, soccer, etc.

Recycling Center. A use operated exclusively for the collection and temporary storage of used paper, glass, metal, and similar materials suitable for reprocessing, which are transported elsewhere for separating, processing, or storage.

Rental Services Establishment. Any business establishment which rents or leases items of personal property such as tools, appliances and equipment to the general public.

Residence. A dwelling unit.

Restaurant. An establishment where food and drink are prepared, served and consumed primarily within the principal building, and without a drive-in or drive-thru component.

Restaurant, Drive-thru or Fast-Food. Any establishment, building or structure where food or drink are served for consumption, either on or off the premises, with drive-thru components. This definition shall not include otherwise permitted restaurants where outdoor table service is provided to customers in outdoor dining areas.

Retail Establishment, Mixed Sales. Any business establishment selling a wide variety of goods arranged in several departments including, but not limited to, hardware, automotive, sporting goods, audio and video equipment, and clothing.

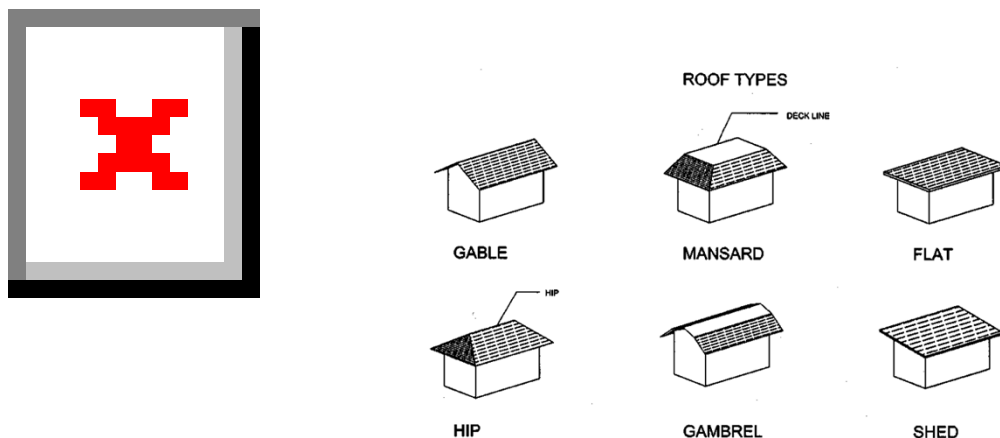
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

Retail Services Establishment. A business principally engaged in providing a service, as opposed to products, to the general public, such as a banking or financial institution, real estate or insurance office, barber or beauty shop, travel agency, amusement or recreation center, health clinic, legal firm, professional service, and the like.

Retail Strip Center. A group of retail stores designed as one development and being less than 50,000 square feet in size.

Right-of-Way. A strip of land occupied or intended to be occupied by a street, sidewalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special purpose use. Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, sewers, storm drains, or any other use involving maintenance by a public agency shall be dedicated to public use in fee simple.

Roof. The outside top covering of a building.



Salvage Yard. A facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material.

School, Academic. Any building or part thereof which is designed, constructed or used for education or instruction following the same curriculum offered in a public elementary, secondary, trade or technical, or higher education facility, and accredited to award diplomas as such.

School, Commercial. Any building or part thereof which is designed, constructed or used for education or instruction in any branch of knowledge or vocational pursuit, other than an academic school.

Semipublic Use. A use owned or operated by a nonprofit, religious, or educational institution for the purpose of providing educational, cultural, recreational, religious, or social services to the general public.

Service Drive. A minor, permanent, public right-of-way which is used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.

Setback. The straight line distance between a street right-of-way or a lot line and the nearest point of a structure or building or projection therefrom (excluding steps, roof overhang, chimneys, bay windows and patios).

Setback, Front Cul-de-Sac.

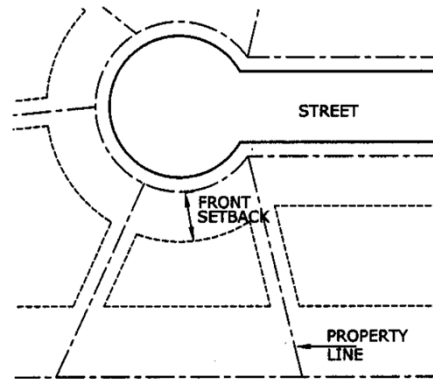
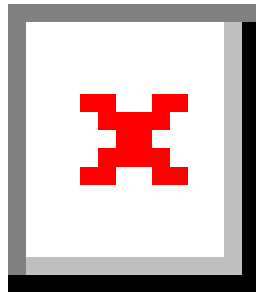


FIG 11

Setback, Minimum. The shortest distance allowed between a property line and any principal or accessory building on a lot, not including any required buffer areas. Minimum setback requirements for buildings are associated with the type of lot line from which the setback is taken; for instance, a "side yard setback" is measured from a side lot line.

Shopping Center. A group of retail sales or services establishments planned, constructed and managed as a total entity with customer and employee parking provided on-site, provision for goods delivery separated from customer access, aesthetic considerations and protection from the elements with a total size of at least 50,000 square feet.

Shopping Center, Specialty. A shopping center whose shops cater to a specific market and are linked together by an architectural, historical or geographic theme or by a commonality of goods and services.

Sidewalk. A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

Sign. See Article II, Section 2.6, for all definitions relating to signs.

Site Plan. A plan accurately drawn to scale of a development project, depicting the buildings proposed to be placed on the property, related public and site improvements on the site, and additional information as required by this Ordinance or conditions of zoning approval, and other applicable ordinances.

Smoke Shop and Tobacco Store. Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco instruments; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store".

Spa Services. A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, ~~and~~ hair removal/waxing, and such types of services

requiring a customer to disrobe and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business.

Special Care Home. An accessory use in a 'For-Sale' dwelling occupied by one or more persons related by blood, adoption, guardianship or marriage and/or not more than three unrelated persons, some of whom are in need of special care, living together as a nonprofit housekeeping unit. The term "special care home" shall include a home for adolescents, a home for physically handicapped persons and a home for mentally handicapped persons. The term "special care home" shall not include the business of operating a boarding house, rooming house or other similar establishment. Additionally, the term shall not include a penal institution, any place for persons convicted of a crime or any place for persons found to be juvenile delinquents.

Storage, Climate Controlled. A facility consisting of a building or group of buildings that contain individual storage units of varying sizes in a climate controlled environment where customer access is through a lobby and where no commercial transactions or activities take place other than the rental of the storage units (permitted in L-I only).

Storage, Mini-Warehouse. A facility consisting of a building or group of buildings that are surrounded by a security fence with controlled access and which contains individual storage units of varying sizes whose doors open directly to the outside and where no commercial transactions or activities take place other than the rental of the storage units.

Storefront Street. A street, that by virtue of its pre-existing pedestrian-supportive qualities, or its future importance to pedestrian connectivity, requires that new development along it achieves a high standard of design and pedestrian orientation.

Storm Water Management Report. A report prepared by a Professional Engineer registered in the State of Georgia that details the pre and post development activity hydrologic conditions.

Story. That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above, or if there is no floor above, the space between the floor and the ceiling next above. Each floor or level in a multi-story building used for parking, even if below grade, shall be classified as a story.

Street. A dedicated and accepted public right-of-way for vehicular traffic from which direct access may be gained to abutting properties, or an easement or private right-of-way approved by the City Council to serve such purpose. The term "street" shall refer to the full width located between the limits of the right-of-way or easement, and not be limited to the roadway itself.

- A. *Principal Arterials*—are those streets and highways which serve major activity centers and emphasize traffic service rather than access to abutting land access. Principal arterials include all limited access freeways, expressways or parkways, and carry a high proportion of total area travel on a minimum of mileage.
- B. *Major Arterials*—are those streets which interconnect with the principal arterial system and provide service to trips of moderate length with emphasis on both traffic service and land access and generally do not penetrate identifiable single family residential neighborhoods.
- C. *Minor Arterials*—provide intra-community continuity but should not penetrate identifiable neighborhoods.
- D. *Collector Streets*—distribute trips from arterial street to their ultimate origin or destination. Collector streets provide a greater level of land access than arterial streets, may enter or traverse identifiable neighborhoods, and rarely serve significant volumes of through traffic.
- E. *Local Streets*—comprise all facilities not classified as arterial or collector. Local streets provide land access with service to through traffic being actively discouraged.

Street, Future Right-of-Way Line. The right-of-way line which is anticipated by the City, State or other agency for future development.

Street Right-of-Way Line. The limit of public ownership or private easement for property containing or intended to contain a street, dividing it from an adjacent lot.

Structure. A combination of materials to form a construction for use, occupancy or ornamentation which is fastened or attached to the ground.

Structure Height. The vertical distance to the highest point of a structure, as measured in the same manner as "Building Height" herein.

Subdivision. The division of a lot, tract or parcel of land into 2 or more lots, tracts, parcels or other divisions of land for sale, development, finance or lease.

Swimming Pool. A water-filled enclosure, permanently constructed or portable, having a depth of more than 18 inches below the level of the surrounding land, or an above-surface pool having a depth of more than 30 inches, designed, used and maintained for swimming and bathing.

Temporary Use. A use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Theater. A building or part of a building devoted to showing motion pictures, or for dramatic, musical or live performances.

Townhouse/Rowhouse. A building type consisting of at least three, but not more than eight independent units that are attached by common side walls in a linear arrangement. Each unit occupies the space from the ground to the roof and normally has at least two, but no more than four floors. Such units typically feature a primary entrance on the front elevation and variations in materials, colors and/or windows to create a visual distinction between each of the attached units.

Tract. See "Lot."

Tree. See Article III, Section 3.2, for definitions relating to tree protection.

Use. The purpose for which a property or structure is designed, intended, reserved, or occupied.

Use, Accessory. See "Accessory Use."

Use, Conditional. See "Conditional Use."

Use, Principal. See "Principal Use."

Variance. Permission granted under circumstances prescribed herein to depart from the specific requirements of this Ordinance.

Vehicle for Hire Company. An establishment offering to transport passengers for a fee in any motorized or animal-drawn vehicle, the charges for which are determined by agreement, mileage or by the length of time for which the vehicle is engaged and also described as a taxi or limousine service.

Warehouse. A building used primarily for the storage of goods and materials. See also "Mini-Warehouse."

Wholesale Trade. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for, or selling merchandise to, such individuals or companies.

Wireless ~~Tower~~ Telecommunications Facilities. See Section 2.8 for definition of 'wireless tower.'

Yard. An area that lies between the buildings on a lot and the nearest lot line.

1. *Front Yard.* A yard situated along any public street right-of-way or private street easement.
2. *Rear Yard.* A yard situated along a rear lot line.
3. *Side Yard.* A yard situated along a side lot line.

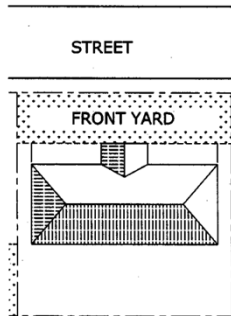
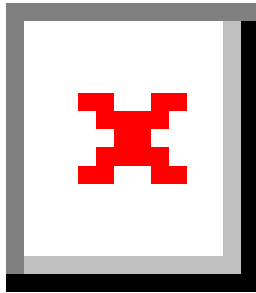


FIG 12

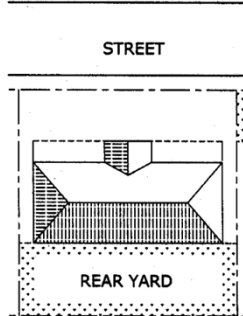


FIG 13

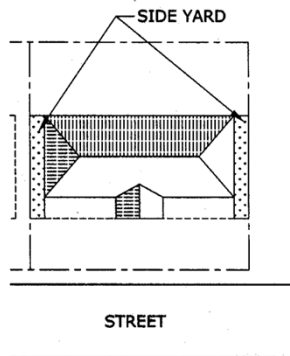


FIG 14

Zero Lot Line. The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

Zoning Change. An amendment to the Official Zoning Map or other action having the result of rezoning a property, approval of a Conditional Use on a particular property, or a change in conditions of approval applied to the zoning or conditional uses pertaining to a property.

Zoning Map. The Official Zoning Map of the City of Alpharetta, Georgia, which may include a series of maps in section.

([Ord. No. 689, § 1, 6-2-2014](#); [Ord. No. 702, § 1\(Exh. A\), 3-2-2015](#); [Ord. No. 704, § 1, 6-1-2015](#); [Ord. No. 715, § 1, 9-28-2015](#); [Ord. No. 718, § 1, 12-14-2015](#))

SECTION 2.2 a - CONDITIONAL USE REVIEW CRITERIA

When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:

1. Site design.
2. Property access.
3. Hours of operation of the business.
4. Vehicular trips generated by the use.
5. Impact of the use on surrounding properties.
6. Impact of the use on the natural features of the site.

2.2.1 AG agriculture.

A. *Permitted Principal Uses.* A property in the AG district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Bed and Breakfast.
 - b. Dwelling, 'For-Sale' Detached.
 - c. Farmlands, including livestock, poultry.
2. Business Uses.
 - a. Taxidermist.
3. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the AG district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a detached 'For-Sale' dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Barns, stables and similar structures for the housing, repair, storing, or processing of farm products of the property.
9. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
10. Signs, subject to all of the requirements regulating signage herein.

11. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the AG district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Residential and Agricultural Uses.
 - a. Additional 'For-Sale' detached dwelling.
 - b. Greenhouse, Nursery.
 2. Business Uses.
 - a. Animal Hospital, Veterinarian.
 - b. Broadcasting (Radio or TV).
 - c. Builder's Equipment.
 - d. Carpenter Shop, Woodworking.
 - e. Equestrian Center.
 - f. Golf Course, Driving Range.
 - g. Kennel.
 3. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Athletic Facility.
 - c. Auditorium.
 - d. Cemetery.
 - e. Church, Synagogue or any other religious institution.
 - f. Club or Lodge.
 - g. Country Club.
 - h. Heliport, Public/Private.
 - i. Utility Substation.

D. *District Regulations.*

Minimum lot size—5 acres.

Minimum Lot Width—200 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

2.2.2 Re-residential estate.

A. *Permitted Principal Uses.* A property in the RE district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-E district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
 - a. Clubhouse, swimming pool, or community recreation facilities serving a development.
 - b. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 - c. Signs, subject to all of the requirements regulating signage herein.
 - d. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-E district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue, or any other religious institutions.
 - b. Golf course or golf driving range.
 - c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - d. Bed and Breakfast.
 - e. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—3 acres.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure setback see Sec. 2.3 (c).

2.2.3 R-Dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio, gazebo and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses*. A property in the R district may be used for any of the following only upon approval as a conditional use by the City Council:
 1. Semipublic Uses, Utilities.
 - a. Bed and Breakfast.
 - b. Church, Synagogue, or any other religious institutions.
 - c. Country Club.
 - d. Golf course or golf driving range.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - f. Equestrian Center.

D. *District Regulations*.

Minimum Lot Size—1 acre (43,560 square feet).

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—50 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,800 square feet.

Accessory Structure Setback see Sec. 2.3 (c).

2.2.4 R-22 dwelling, 'for-sale', residential.

- A. *Permitted Principal Uses*. A property in the R-22 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
 1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Detached.
 2. Semipublic Uses, Utilities.
 - a. Park or Playground.
- B. *Accessory Uses*. A property in the R-22 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or

through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, green house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-22 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Church, Synagogue or any other religious institution.
 - b. Country Club, Association or Lodge.
 - c. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - d. Bed and Breakfast.
 - e. Golf Course, Driving Range.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—22,000 square feet.

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—25 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

Accessory Structures Setback see Sec. 2.3 (c).

2.2.5 R-15 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-15 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-15 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.
10. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-15 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue or other religious institution.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - e. Bed and Breakfast.
 - f. Equestrian Center.

D. *District Regulations.*

Minimum Lot Size—15,000 square feet

Minimum Lot Width—100 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

2.2.6 R-12 dwelling, 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-12 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-12 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Group Home.
5. Special Care Home in a 'For-Sale' detached dwelling.
6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
7. Clubhouse, swimming pool, or community recreation facilities serving a development.
8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
9. Signs, subject to all of the requirements regulating signage herein.

10. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-12 district may be used for any of the following only upon approval as a conditional use by the City Council:
 1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or any other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—12,000 square feet.

Minimum Lot Width—80 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

From right-of-way of all other streets—65 feet.

Side yard—10 feet.

Rear yard—30 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

Accessory Structure Setback see Sec. 2.3 (c).

2.2.7 R-10 dwelling, 'for-sale', residential.

- A. *Permitted Principal Uses.* A property in the R-10 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
 1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Detached.
 2. Semipublic Uses, Utilities.
 - a. Park or Playground.
- B. *Accessory Uses.* A property in the R-10 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
 2. Home Occupation in a residence.
 3. Group Home.
 4. Family Day Care Home in a residence.
 5. Special Care Home in a 'For-Sale' detached dwelling.
 6. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
 7. Clubhouse, swimming pool, or community recreation facilities serving a development.
 8. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 9. Signs, subject to all of the requirements regulating signage herein.
 10. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the R-10 district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or any other religious institution.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—10,000 square feet.

Minimum Lot Width—75 feet.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—30 feet.

From right-of-way of all other streets—65 feet.

Side yard—10 feet.

Rear yard—25 feet.

Maximum Ground Coverage By Principal Buildings—25%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

Accessory Structures Setback see Sec. 2.3 (c).

2.2.8 R-4A dwelling, 'for-sale', attached residential—Low density.

A. *Permitted Principal Uses.* A property in the R-4A district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale' Attached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-4A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-4A district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—1 acre.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—30 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard:

From lot line of adjacent property—20.

Between building groupings—20 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

2.2.8a R-4D dwelling, 'for sale' detached residential—Low density.

A. *Permitted Principal Uses.* A property in the R-4D district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, Single-Family Detached.
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-4D district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, detached garage, play house, storage shed, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-4D district may be used for any of the following only upon approval as a conditional use by the City Council.

1. Semipublic Uses, Utilities.

- a. Associations, (Clubs and Lodges).
- b. Church, Synagogue, or other religious institutions.
- c. Country Club with golf course or driving range.
- d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Size—5,000 sf.

Maximum Density of Dwelling Units—4 per acre.

Minimum Lot Width—50 ft.

Minimum Setbacks.

Front yard—from all street frontages.

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard—5 feet.

Corner Side Yard—10 feet.

Rear yard:

With Rear Alley—0'.

No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,500 square feet.

[\(Ord. No. 692, § 1\(Exh. 1\), 7-21-2014\)](#)

2.2.9 R-8A/D dwelling, 'for-sale', attached/detached residential—Medium density.

- A. *Permitted Principal Uses.* A property in the R-8A/D district may be used for those uses in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
 - 1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Attached and Detached.
 - 2. Semipublic Uses, Utilities.
 - a. Park or Playground.
- B. *Accessory Uses.* A property in the R-8A district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-8A district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.
 - c. Country Club with golf course or driving range.
 - d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Size—the development shall occupy a total of at least 1 acre Attached, 4,500 sq. ft. Detached. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—8 per gross acre.

Minimum Lot Width—50 feet for each individual lot, if the development is subdivided or 30 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard.

From lot line of adjacent property—5 feet.

Between building groupings—10 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—W/Rear Alley—0', No Rear Alley—20'.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—1,200 square feet.

Rear Yard: Alley—0', No Rear Alley—20'

([Ord. No. 675, § 1, 6-3-2013](#))

2.2.10 R-10M dwelling, 'for-rent' or 'for-sale', residential.

A. *Permitted Principal Uses.* A property in the R-10M district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Agricultural and Residential Uses.
 - a. Dwelling, 'For-Sale', Attached.
 - b. Dwelling 'For-Rent'.
 - c. Bed and Breakfast.
 - d. Dwelling, Group (congregate housing, nursing home, etc.)
2. Semipublic Uses, Utilities.
 - a. Park or Playground.

B. *Accessory Uses.* A property in the R-10M district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Swimming pool, tennis court, storage shed, play house, patio and other private recreation facilities.
5. Clubhouse, swimming pool, or community recreation facilities serving a development.
6. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
7. Signs, subject to all of the requirements regulating signage herein.
8. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the R-10M district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Business Uses.
 - a. ~~Congregate Housing.~~ Reserved.
2. Semipublic Uses, Utilities.
 - a. Associations, (Clubs and Lodges).
 - b. Church, Synagogue, or other religious institutions.

- c. Country Club with golf course or driving range.
- d. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Size—the development shall occupy a total of at least one acre. No minimum lot size is required for each dwelling unit within the development.

Maximum Density of Dwelling Units—10 per gross acre.

Minimum Lot Width.

For the property to be developed—75 feet.

If the development is subdivided—20 feet for each individual lot, or 20 feet for each dwelling unit.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—35 feet.

From right-of-way of all other streets—65 feet.

Side yard.

From lot line of adjacent property—25 feet.

Between building groupings—20 feet.

Between individual lots, if the development is subdivided—none.

Rear yard—50 feet.

Maximum Coverage By Principal Buildings—none.

Maximum Building Height—35 feet.

Minimum Floor Area of a Dwelling Unit—none.

2.2.11 CUP community unit plan.

This district is intended to allow for the development of a mix of uses within the framework of a masterplan. The district regulations are intended to allow greater design flexibility without increasing overall density.

- A. Permitted Principal Uses.** A property in the CUP district may be used only for those uses approved as part of the conditions of approval of the CUP zoning on the property and for related accessory uses, as further limited under "Accessory Uses" and "Conditional Uses" below. The use of land within an overall CUP development is further limited by the following requirements:

Dwelling, 'For-Sale', Detached Residential: A minimum of 25% of the gross land area of the CUP shall be utilized for 'For-Sale' detached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Sale', Attached Residential: No more than 20% of the gross land area of the CUP may be used for 'For-Sale' attached dwellings and related accessory uses, streets and other facilities.

Dwelling, 'For-Rent', Residential: Rental units and related accessory uses, streets and other facilities shall not exceed 20% of the gross land area of the CUP.

Commercial: Uses permitted in the C-1 category shall not exceed (in aggregate) 10% of the gross land area of the CUP.

Open Space: A minimum of 15% of the gross land area must be set aside as open space.

Office and Light Industrial: The following uses shall not exceed (in aggregate) 25% of the gross land area of the CUP:

Office buildings or office parks and related accessory uses, streets and other facilities.

Wholesale, storage or industrial uses and related accessory uses, streets and other facilities.

- B. *Accessory Uses.* A property in the CUP district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted under the conditions of approval for the CUP zoning on the property.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Home Occupation in a residence.
3. Family Day Care Home in a residence.
4. Special Care Home in a 'For-Sale' detached dwelling.
5. Swimming pool, tennis court, play house, storage shed, patio and other private recreation facilities.
6. Clubhouse, swimming pool, or community recreation facilities serving a development.
7. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
8. Signs, subject to all of the requirements regulating signage herein.
9. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Uses.* A property in the CUP district may be used for those uses listed in Table 2.1, including any of the following uses if the uses have been included in the conditions of approval for the CUP zoning on the property; or if the uses are designated on the CUP's Concept Plan; or if the CUP's concepts plan identifies district categories (i.e. commercial, office) wherein the use would otherwise be permitted by right or as a conditional use:

1. *Agricultural and Residential Uses.*
 - a. Dwelling, Group (rooming house, assisted living facility, nursing home, fraternity, congregate housing).
 - b. Dwelling, 'For-Sale' Attached.
 - c. Dwelling, 'For-Sale' Detached.
 - d. Dwelling, 'For-Rent'.
 - e. Reserved.
 - f. Bed and Breakfast.
2. *Business Uses.*
 - a. Animal Hospital, small animals.
 - b. Art Galleries.
 - c. Automobile Sales and Leasing.
 - d. Automobile Service Station.

- e. Automotive Parts.
- f. Automotive Service.
- g. Bakery.
- h. Barber Shop.
- i. Bank, Savings and Loan.
- j. Beauty Shop.
- k. Billiards.
- l. Book Store or Stationery.
- m. Bowling Alley.
- n. Broadcasting Studio (radio or TV).
- o. Building Materials, retail with enclosed storage.
- p. Clinic.
- q. Commercial Parking Lot.
- r. Contractor's Office without outside storage.
- s. Contractor's office with outside storage.
- t. Convenience Market with or without gas pumps.
- u. Dance Studio.
- v. Day Care Center.
- w. Drug Store.
- x. Dry Cleaning Pick-up Station.
- y. Equestrian Center.
- z. Extended stay hotel (see Section 2.7).
- aa. Florist, Retail without Greenhouse.
- bb. Funeral Home w/ no cemetery or mausoleum.
- cc. Golf Course, Driving Range.
- dd. Golf, Miniature.
- ee. Grocery Store.
- ff. Hardware and Garden Supply Store.
- gg. Hotel or Motel.
- hh. Laboratory, Research or Commercial.
- ii. Laundry, Self-Serve, Pick-up.
- jj. Liquor Store.
- kk. Manufacturing.
- ll. Office Building or Office Park.
- mm. Outdoor Recreation Facilities.
- nn. Park, playground.
- oo. Pet Day Care.

- pp. Pet Grooming.
- qq. Print Shop.
- rr. Public Building.
- ss. Radio or TV, Transmitter or Studio.
- tt. Rental Services Establishment without outside storage.
- uu. Restaurant.
- vv. Restaurant, with Drive-thru window.
- ww. Retail Sales and Services Establishments not otherwise listed for this zoning district.
- xx. Retail Establishment, Mixed Sales.
- yy. School, Commercial.
- zz. Shop or Studio, Craftsman/Artist.
- aaa. Spa Services.
- bbb. Theater, Cinema.

3. Wholesale, Storage and Industrial Uses.

- a. Laundry, Industrial.
- b. Locker, Frozen Food or Cold Storage.
- c. Manufacturing, Light.
- d. Wholesale Establishment.

4. Semipublic Uses, Utilities.

- a. Airport, public or private.
- b. Amphitheater.
- c. Athletic Facility.
- d. Auditorium.
- e. Church, Synagogue, or any other religious institution.
- f. Club, association or lodge.
- g. Country Club.
- h. Fire Station.
- i. Heliport, public or private.
- j. Hospital.
- k. Library.
- l. Museum.
- m. School, Academic.
- n. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.* Minimum Lot Size; the minimum area permitted to be zoned for a CUP is 100 acres.

Lot sizes in use areas: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the minimum lot size required by

such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Maximum Density of Dwelling Units: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the lot size or, when applicable, density limitations of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Minimum Lot Width, Minimum Setbacks, Maximum Coverage by Principal Buildings, Maximum Building Height, Minimum Floor Area of a Dwelling Unit, Screening and Buffers: Each area within the CUP shall be designated for use in accordance with one of the various zoning districts in this Ordinance, and shall comply with the requirements of such designated zoning district or, if more restrictive, the conditions of approval of the CUP zoning on the property.

Open space: Each CUP shall have a minimum of 15% of the gross acres of the CUP dedicated or set aside as open space. Amenities may be included within the 15% open space requirement. However, open space shall not include any other required open areas such as required building set backs, buffers, landscape strips or other similar requirements of this Ordinance or other applicable laws.

([Ord. No. 718](#), §§ 2, 4, 12-14-2015)

2.2.12 O-P office-professional.

This district is intended to provide for the development of business and professional offices, hospitals, medical and dental facilities and limited commercial activity.

- A. *Permitted Principal Uses.* A property in the O-P district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
1. Residential Uses.
 - a. Bed and Breakfast.
 2. Business Uses.
 - a. Bank, Savings and Loan.
 - b. Barber Shop and Beauty Shop.
 - c. Clinic (medical/dental).
 - d. Contractor's office without outside storage.
 - e. Day care center.
 - f. Office (professional/administrative).
 - g. Print Shop.
 - h. Public Building.
 - i. Staffing/personnel office.
 - j. Stock brokerage/financial services office.
 - k. Tax preparation office.
 - l. Travel agency.
 3. Semipublic Uses, Utilities.
 - a. Park or Playground.

4. The following support retail uses are allowed provided that they are located within an office building and (in total) do not constitute more than 25% of the floor area of the office building in which they are located:
 - a. Book store.
 - b. Computer/computer supply store.
 - c. Copy center.
 - d. Jewelry store (not to exceed 1,200 sq. ft.).
 - e. Office supply store (not to exceed 1,200 sq. ft.).
 - f. Optometrist/Eye wear.
 - g. Package shipping/mail box store.
 - h. Phone store.
 - i. Print Shop.
 - j. Stationery/card store.
- B. *Accessory Uses.* A property in the O-P district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

 1. Dwelling, 'For-Sale', Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is an accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is an accessory shall be in compliance with and decorative fences and walls all applicable provisions of the life safety code, the building code, and other standard codes of the City.
 2. Privacy and decorative fences and walls.
 3. Swimming pool, tennis court, patio and other private recreation facilities.
 4. Clubhouse, swimming pool, or community recreation facilities serving a development.
 5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 6. Signs, subject to all of the requirements regulating signage herein.
 7. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the O-P district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Business Uses.
 - a. Art Gallery.
 - b. Bakery.
 - c. Dry Cleaning Pick up station with drive-thru.
 - d. Fitness studio.
 - e. Florist.
 - f. Restaurant without drive-thru.
 - g. Shop or studio, Craftsman/Artist.
 - h. School Commercial.
 - i. Spa Services.
2. Semipublic Uses, Utilities.
 - a. Auditorium.
 - b. Church, Synagogue.
 - c. Club, association or lodge.
 - d. School, Academic.
 - e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. Screening and buffers (See Sec. 2.3.5).

2.2.13 O-I office-institutional.

This district is intended for the development of planned office areas which allow for design flexibility through a master plan. Commercial activities are permitted as subordinate uses to the office development.

- A. *Conditional Principal Uses.* A property in the O-I district may be used for the uses listed below and shown in Table 2.1 in accordance with an approved masterplan, unless superseded by applicable

conditions of approval for rezoning, variance, or conditional use. Lots of less than five (5) acres in size may be developed for bank or office use without public hearing subject to Design Review Board Approval.

1. Residential Uses.

- a. Dwelling, Group (limited to nursing home, children's home congregate housing or assisted living facility).

2. Business Uses.

- a. Bank, Savings and Loan.
- b. Broadcasting Studio (radio or TV).
- c. Clinic.
- d. Congregate Housing.
- e. Day Care Center.
- f. Drug Store.
- g. Golf Course, Driving Range.
- h. Office Building or Office Park.
- i. Recreational Facilities (Indoor or Outdoor).
- j. Theater, Cinema.

3. Semipublic Uses, Utilities.

- a. Church, Synagogue, or other religious institutions.
- b. Club, association or lodge.
- c. Heliport.
- d. Library.
- e. Museum.
- f. Public Building.
- g. School, Academic.
- h. Recreation Facilities (Indoor or Outdoor).

- B. *Accessory Uses.* A property in the O-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Dwelling, 'For-Sale', Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is an accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
 3. Swimming pool, tennis court, patio and other private recreation facilities.
 4. Clubhouse, swimming pool, or community recreation facilities serving a development.
 5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 6. Signs, subject to all of the requirements regulating signage herein.
 7. Retaining walls and other site improvement structures approved as part of the development permit.
 8. Retail service uses up to 25% of the floor area of an office building for services incidental to the associated office use.
- C. *Conditional Subordinate Uses.* A property in the O-I district may be used for any of the following listed uses upon approval as a conditional use by the City Council provided that the uses in aggregate do not constitute more than 25% of the total project and are not segregated so as to create a retail strip center.
1. Residential Uses.
 - a. Reserved.
 2. Business Uses.
 - a. Art Galleries.
 - b. Automobile Service Station.
 - c. Bakery.
 - d. Barber Shop.
 - e. Beauty Shop.
 - f. Book Store.
 - g. Bowling Alley.
 - h. Car Wash.
 - i. Contractor's Office without outside storage.
 - j. Commercial Parking Lot.
 - k. Convenience Market with or without gas pumps.
 - l. Dance Studio.
 - m. Dry Cleaning Pick-up Station.
 - n. Extended Stay Hotel (see Sec. 2.7).
 - o. Florist, Retail without Greenhouse.
 - p. Funeral Home w/out cemetery or mausoleum.
 - q. Hotel/motel.

- r. Golf, Miniature, or Golf Driving Range.
- s. Laboratory, Research or Commercial.
- t. Liquor Store.
- u. Print Shop.
- v. Radio or TV, Transmitter or Studio.
- w. Restaurant.
- x. Restaurant, Drive-In or Fast-Food.
- y. Retail Sales and Services Establishments subject to the limitation of [subsection] 2.2.13 B 8.
- z. School, Commercial.
- aa. Spa Services.
- 3. Wholesale, Storage and Industrial Uses.
 - a. Manufacturing, Light.
- 4. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Amphitheater.
 - c. Athletic Facility.
 - d. Auditorium.
 - e. Country Club.
 - f. Hospital.
 - g. Fire Station.
 - h. Park or Playground.
 - i. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. District Regulations.

Minimum Lot Area—the development shall occupy a total of not less than 25 acres. No minimum lot size is required for each building within the development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

- E. *Screening and buffers* (See Sec. 2.3.5.).
- F. *Open space*. All areas zoned O-I shall have a minimum of 10% of the gross acres dedicated or set aside as open space for developments up to 100 acres, and shall have a minimum of 15% of the gross acres dedicated or set aside as open space for developments containing 100 acres or more. Amenities may be included and are encouraged within the open space requirement. However, open space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this ordinance.

([Ord. No. 718](#), §§ 3, 6, 12-14-2015)

2.2.14 C-1 neighborhood commercial.

- A. *Permitted Principal Uses*. A property in the C-1 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
 - 1. Residential Uses.
 - a. Dwelling, 'For-Sale'—in an existing or historic structure only.
 - b. ~~Dwelling, Group (congregate housing, nursing home, etc.).~~
 - c. Bed and Breakfast.
 - 2. Business Uses.
 - a. Art Gallery.
 - b. Bakery.
 - c. Barber Shop.
 - d. Bank, Savings and Loan.
 - e. Beauty Shop.
 - f. Book Store.
 - g. Carpet and Rug Sales.
 - h. Clinic.
 - i. Contractor's Office without outside storage.
 - j. Day Care Center.
 - k. Drug Store.
 - l. Dry Cleaning Pick-up Station.
 - m. Florist, Retail Without Greenhouse.
 - n. Gourmet Food Store.
 - o. Hardware and Garden Supply Store.
 - p. Jewelry Store.
 - q. Laundry, Self-Serve, Pick-up.
 - r. Office Building or Park.
 - s. Pet Day Care.
 - t. Pet Grooming.
 - u. Print Shop.

- v. Reserved.
 - w. Restaurant, without Drive-thru or Drive-In facilities.
 - x. Retail Sales and Services (Establishments not otherwise listed for this zoning district as a permitted or conditional use).
 - y. School, Commercial.
 - z. Shop or Studio, Craftsman/Artist.
 - aa. Theater, Cinema.
3. Semipublic Uses, Utilities.
- a. Club, association or lodge.
 - b. Library.
 - c. Museum.
 - d. Park or Playground.
 - e. Public Building.
- B. *Accessory Uses.* A property in the C-1 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.
- Permitted accessory structures and uses include but are not limited to the following:
1. Dwelling, 'For-Sale', Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed forty percent (40%) of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.
 2. Privacy and decorative fences and walls.
 3. Swimming pool, tennis court, patio and other private recreation facilities.
 4. Clubhouse, swimming pool, or community recreation facilities serving a development.
 5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations, herein.
 6. Signs, subject to all of the requirements regulating signage herein.
 7. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the C-1 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

- a. Dwelling, 'For-Rent'.
- b. Dwelling, Group (congregate housing, nursing home, etc.)

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing
- c. Automotive Parts.
- d. Bowling Alley.
- e. Check Cashing.
- f. Church, Synagogue.
- g. Commercial Parking Lot.
- h. Contractor's Office with outside storage.
- i. Extended Stay Hotel (see Sec. 2.7).
- j. Funeral home with no cemetery or mausoleum.
- k. Grocery Store.
- l. Golf, Miniature.
- m. Hotel/Motel.
- n. Liquor Store.
- o. Pest Control Business.
- p. School, Academic.
- q. Rental Services Establishment without outside storage.
- r. Restaurant, Drive-In or Fast-Food.
- s. Retail Establishment, Mixed Sales.
- t. Smoke Shop and Tobacco Store.
- u. Spa Services.

3. Semipublic Uses, Utilities.

- a. Athletic Facility.
- b. Auditorium.
- c. Hospital.
- d. Parking Lot, Commercial.
- e. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulations.*

Minimum Lot Area—30,000 square feet.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—45%.

Maximum Building Height—35 feet.

E. *Screening and buffers* (See Sec. 2.3.5).

([Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 6—8, 12-14-2015)

2.2.15 C-2 general commercial.

A. *Permitted Principal Uses.* A property in the C-2 district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Residential Uses.
 - a. Dwelling, 'For-Sale'—in an existing or historic structure only.
 - b. Bed and Breakfast.
2. Business Uses.
 - a. Art Gallery.
 - b. Automobile Service Station.
 - c. Automotive Parts.
 - d. Automotive Service.
 - e. Bakery.
 - f. Barber Shop.
 - g. Bank, Savings and Loan.
 - h. Beauty Shop.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Broadcasting Studio (radio or TV).
 - l. Building Materials, retail with enclosed storage.
 - m. Carpet and Rug Sales.
 - n. Clinic.
 - o. Clubs, fraternity, association or lodge.
 - p. Commercial Parking Lot.

- q. Congregate Housing.
 - r. Contractor's Office with and without outside storage.
 - s. Convenience Market with or without gas pumps.
 - t. Dance Studio.
 - u. Day Care Center.
 - v. Drug Store.
 - w. Dry Cleaning Pick-up Station.
 - x. Florist, Retail Without Greenhouse.
 - y. Grocery Store.
 - z. Hardware Store.
 - aa. Home Improvement Store.
 - bb. Laundry, Self-Serve, Pick-up.
 - cc. Liquor Store.
 - dd. Office Building or Park.
 - ee. Pet Day Care.
 - ff. Pet Grooming.
 - gg. Print Shop.
 - hh. Public Building.
 - ii. Recreation Facilities (Indoor).
 - jj. Rental Services Establishment without outside storage.
 - kk. Restaurant.
 - ll. Restaurant, Drive-In or Fast-Food.
 - mm. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - nn. Retail Establishment, Mixed Sales.
 - oo. School, Commercial.
 - pp. Shop or Studio, Craftsman/Artist.
 - qq. Theater, Cinema.
3. Semipublic Uses, Utilities.
- a. Athletic Facilities.
 - b. Club, association or lodge.
 - c. Hospital.
 - d. Library.
 - e. Museum.
 - f. Park or Playground.
 - g. Parking Lot, Commercial.
 - h. School, Academic.

- B. *Accessory Uses.* A property in the C-2 district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following: (See also Supplementary Regulations in this Article.)

1. Dwelling, 'For-Sale' Accessory: A 'For-Sale' accessory dwelling shall be permitted under the following conditions:

The dwelling shall be located above or to the rear of the commercial or office structure to which it is accessory.

The dwelling shall be attached by a common wall with the commercial or office structure to which it is accessory.

The dwelling shall be occupied by a single family, a member of whom is the owner or tenant of the commercial or office structure to which it is accessory.

The square footage of the dwelling shall not exceed 40% of the combined square footage of the commercial or office structure and the dwelling.

The dwelling and the commercial or office structure to which it is accessory shall be in compliance with all applicable provisions of the life safety code, the building code, and other standard codes of the City.

2. Privacy and decorative fences and walls.
3. Swimming pool, tennis court, patio and other private recreation facilities.
4. Clubhouse, swimming pool, or community recreation facilities serving a development.
5. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
6. Signs, subject to all of the requirements regulating signage herein.
7. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Uses.* A property in the C-2 district may be used for any of the following only upon approval as a conditional use by the City Council:

1. Residential Uses.

- a. Dwelling, 'For-Rent'.
- b. Dwelling, 'For Sale' attached in a Vertically Mixed Use Building Over Retail or Restaurant.
- c. Dwelling Group (congregate housing, nursing home, etc.)

2. Business Uses.

- a. Animal Hospital, small animals.
- b. Assisted Living, Congregate housing.
- c. Automobile Sales and Leasing.
- d. Car Wash.
- e. Check Cashing.
- f. Church, Synagogue.

- g. Extended Stay Hotel (see Sec. 2.7).
- h. Florist, Retail with Greenhouse.
- i. Funeral Homes.
- j. Golf, Miniature.
- k. Greenhouse with nursery.
- l. Hotel or Motel.
- m. Limousine Service and Taxi.
- n. Massage Therapy (see Sec. 2.7).
- o. Spa Services.
- p. Radio or TV, Transmitter or Studio.
- q. Recreation Facilities (Outdoor).
- r. Small Appliance Repair Shop.
- s. Smoke Shop and Tobacco Store.
- 3. Wholesale, Storage and Industrial Uses.
 - a. Wholesale Establishment.
- 4. Semipublic Uses, Utilities.
 - a. Auditorium.
 - b. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
 - c. Recreational Facilities (Outdoor).

D. *District Regulations.*

Minimum Lot Area—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—Conditional (based on prevailing development patterns).

Side yard—Conditional (based on prevailing development patterns).

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70% (for development within Historic Business District—90%).

Maximum Building Height—40 feet.

E. *Screening and buffers (See Sec. 2.3.5).*

([Ord. No. 703](#), § 1, 6-1-2015; [Ord. No. 704](#), § 2, 6-1-2015; [Ord. No. 718](#), §§ 5—7, 9, 12-14-2015)

2.2.16 PSC planned shopping center.

All uses in the PSC zoning district shall be located within, or as part of a shopping center or specialty shopping center.

A. *Conditional Principal Uses.* A property in the PSC district may be used for those uses listed in Table 2.1, only upon approval as a conditional use by the city council:

1. Business Uses.
 - a. Art Galleries.
 - b. Automobile Service Station.
 - c. Automotive Parts.
 - d. Bakery.
 - e. Barber Shop.
 - f. Bank, Savings and Loan.
 - g. Beauty Shop.
 - h. Book Store.
 - i. Car Wash.
 - j. Carpet and Rug Sales.
 - k. Clinic.
 - l. Convenience Market with or without gas pumps.
 - m. Dance Studio.
 - n. Day Care Center.
 - o. Florist, Retail Without Greenhouse.
 - p. Grocery Store.
 - q. Hardware Store.
 - r. Home Improvement Store.
 - s. Laundry, Self-Serve, Pick-up.
 - t. Liquor Store.
 - u. Office Building or Park.
 - v. Pest Control Business.
 - w. Pet Grooming.
 - x. Public Building.
 - y. Recreational Facilities (Indoor).
 - z. Rental Services Establishment without outside storage.
 - aa. Restaurant.
 - bb. Restaurant, Drive-In or Fast-Food.
 - cc. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
 - dd. Retail Establishment, Mixed Sales.

ee. Theater.

- B. *Accessory Uses.* A property in the PSC district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.
2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
3. Signs, subject to all of the requirements regulating signage herein.
4. Retaining walls and other site improvement structures approved as part of the development permit.

- C. *Conditional Subordinate Uses.* A property in the PSC district may be used for any of the following only upon approval as a conditional use by the City Council and provided that these uses in aggregate do not constitute more than 50% of the site area:

1. Residential Uses.
 - a. Reserved.
2. Business Uses.
 - a. Animal Hospital, small animals.
 - b. Automotive Parts.
 - c. Automotive Service.
 - d. Bowling Alley.
 - e. Broadcasting Studio (radio or TV).
 - f. Building Materials, retail with enclosed storage.
 - g. Commercial Parking Lot.
 - h. Convenience Center with gas pumps.
 - i. Dry Cleaning Plant.
 - j. Dry Cleaning Plant with pick-up station.
 - k. Extended Stay Hotel (see Section 2.7).
 - l. Florist, Retail with Greenhouse.
 - m. Funeral Home with no cemetery or mausoleum.
 - n. Golf, Miniature.
 - o. Hotel or Motel.
 - p. Pet Day Care.
 - q. Pet Grooming.
 - r. Print Shop.
 - s. Radio or TV, Transmitter or Studio.
 - t. School, Commercial.
 - u. Shop or Studio, Craftsman/Artist.

3. Semipublic Uses, Utilities.

- a. Athletic Facility.
- b. Auditorium.
- c. Church, Synagogue.
- d. Club, fraternity, association or lodge.
- e. Heliport, public or private.
- f. Museum.
- g. Park or Playground.
- h. Recreational Facilities (Outdoor).
- i. School, Academic.
- j. Spa Services.
- k. Reserved.
- l. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.
- m. Wholesale Establishment.

D. *District Regulations.*

Minimum Lot Area—the shopping center development shall occupy a total of at least 10 acres. No minimum lot size is required for each building or related development site within the overall development.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—40%.

Maximum Building Height—40 feet.

E. *Screening and buffers (See Sec. 2.3.5).*

([Ord. No. 715](#), § 2, 9-28-2015; [Ord. No. 718](#), §§ 3, 4, 12-14-2015)

2.2.17 L-I industrial.

A. *Permitted Principal Uses.* A property in the L-I district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

- 1. Agricultural and Residential Uses.

- a. Greenhouse, Nursery.
- 2. Business Uses.
 - a. Animal Hospital, small and large animals.
 - b. Art Gallery.
 - c. Automobile Service Station.
 - d. Automotive Parts.
 - e. Automotive Sales and Leasing.
 - f. Automotive Service.
 - g. Bakery.
 - h. Bank, Savings and Loan.
 - i. Book Store.
 - j. Bowling Alley.
 - k. Broadcasting Studio (radio or TV).
 - l. Building Materials with Outdoor Storage.
 - m. Building Materials, Retail with enclosed storage.
 - n. Car Wash.
 - o. Carpenter Shop, Woodworking.
 - p. Carpet and Rug Sales.
 - q. Check Cashing.
 - r. Church, Synagogue.
 - s. Commercial Parking Lot.
 - t. Congregate Housing.
 - u. Contractor's Office with and without outside storage.
 - v. Convenience Market with or without gas pumps.
 - w. Dance Studio.
 - x. Day Care Center.
 - y. Drug Store.
 - z. Dry Cleaning Pick-up Station.
 - aa. Fireworks Sales.
 - bb. Funeral Home.
 - cc. Greenhouse, Nursery.
 - dd. Grocery Store.
 - ee. Hardware and Garden Center.
 - ff. Home, Elderly, Children, Nursing.
 - gg. Heliport.
 - hh. Home Improvement Store.
 - ii. Kennel.

- jj. Laboratory, Research or Commercial.
- kk. Laundry, Self-Serve, Pick-up.
- ll. Liquor Store.
- mm. Massage Therapy (see Sec. 2.7).
- nn. Office Building or Office Park.
- oo. Pawn Shop.
- pp. Pest Control.
- qq. Pet Day Care.
- rr. Pet Grooming.
- ss. Print Shop.
- tt. Radio or TV, Transmitter or Studio.
- uu. Recreation Facilities (Indoor).
- vv. Rental Services Establishment with outside storage.
- ww. Rental Services Establishment without outside storage.
- xx. Restaurant.
- yy. Restaurant, Drive-In or Fast-Food.
- zz. Retail Sales and Services Establishments not otherwise listed for this zoning district as a permitted or conditional use.
- aaa. Retail Establishment, Mixed Sales.
- bbb. Shop or Studio, Craftsman/Artist.
- ccc. Small Appliance Repair Shop.
- ddd. Smoke Shop and Tobacco Store.
- eee. Spa Services.
- fff. Storage, Inside.
- ggg. Tattoo Parlor, Body Piercing.
- hhh. Taxidermist.
- iii. Tire Retreading.
- jjj. Vehicle for Hire Company.
- 3. Wholesale, Storage and Industrial Uses.
 - a. Bottled Gas, storage and distribution.
 - b. Builder's Equipment.
 - c. Concrete Plant.
 - d. Dry Cleaning Plant.
 - e. Locker, Frozen Food or Cold Storage.
 - f. Machine Shop.
 - g. Manufacturing, Light.
 - h. Mini-Warehouse.

- i. Septic Tank Sales, Construction.
 - j. School, Commercial.
 - k. Storage, Outside.
 - l. Warehouse.
 - m. Welding Shop.
 - n. Wholesale Trade Establishment.
- 4. Semipublic Uses, Utilities.
 - a. Athletic Facility—Outdoor.
 - b. Amphitheater.
 - c. Auditorium.
 - d. Park or Playground.
 - e. Hospital.
 - f. School, Academic.
 - g. Switching Station, Telecom.
- B. *Accessory Uses.* A property in the L-I district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

 - 1. Privacy and decorative fences and walls.
 - 2. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
 - 3. Signs, subject to all of the requirements regulating signage herein.
 - 4. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:
 - 1. Site design.
 - 2. Property access.
 - 3. Hours of operation of the business.
 - 4. Vehicular trips generated by the use.
 - 5. Impact of the use on surrounding properties.
 - 6. Impact of the use on the natural features of the site.

A property in the L-I district may be used for any of the following only upon approval as a conditional use by the City Council:

- 1.0 *Business Uses.*
 - a. Adult Entertainment Establishment (see Sec. 2.7).
 - b. Airport, Public/Private.
 - c. Golf Driving Range.

- d. Glass Fabrication.
- e. Tattoo Parlor, Body Piercing.
- f. Taxidermist.
- g. Tire Retreading.
- h. Theater, Cinema.

2.0 *Wholesale, Storage and Industrial Uses.*

- a. Asphalt Plant.
- b. Dry Cleaning Plant.
- c. Concrete Plant.
- d. Indoor Shooting Range (see Sec. 2.7).
- e. Junk or Salvage Yard.
- f. Laundry Industrial.
- g. Manufacturing, Heavy.
- h. Power Station.
- i. Recycling Center.
- j. Salvage Yard.
- k. Sawmill.
- l. Sewage Disposal Plant.
- m. Transfer Station.

3.0 *Semipublic Uses, Utilities.*

- a. Airport, public or private.
- b. Reserved.
- c. Church, Synagogue, or other religious institutions.
- d. Museum and Library.
- e. Power Station.
- f. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

4.0 *Transfer Station.* Any facility associated with waste or a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility or processing operation.

4.1 *General Standards.*

- a. No access to transfer station facility shall be allowed from streets that primarily access residential developments;
- b. Access streets shall be paved and shall be able to withstand maximum load limits established by the State of Georgia as approved by the Engineering Director;
- c. No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station;
- d. A minimum 200 foot undisturbed buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way;

- e. A minimum 50 foot buffer and ten-foot improvement setback shall be required along all public rights-of-way;
- f. A minimum six foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setback;
- g. Operation of the facility shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday; 9:00 a.m. to 7:00 p.m., Saturday; 12:00 p.m. to 5:00 p.m., Sunday (for routine maintenance and other non-operational facility activities).
- h. Only municipal solid waste is accepted at the facility. No treated or untreated regulated medical waste, treated and destroyed medical waste or asbestos waste debris shall be accepted;
- i. All solid waste is removed from the transfer station within 24 hours of receipt;
- j. A transfer station with permanent operating mechanical equipment must have an attendant on duty whenever the facility is open;
- k. The facility shall be designed and constructed in a manner to ensure that odor will not be emitted from the site;
- l. The transfer facility must be cleaned at least once every 24 hours;
- m. The entrance and exit shall be cleaned at a frequency which prevents the tracking or off-site migration of waste materials;
- n. The operator shall take adequate measures to minimize the creation, emission, or accumulation of excessive dust and particulates;
- o. The operator shall take adequate steps to control or prevent the propagation, harborage and attraction of pests;
- p. All floors must be free from standing water. All drainage from cleaning areas must be discharged to sanitary sewers, authorized cleaning areas must be discharged to sanitary sewers, authorized sanitary waste treatment facilities, or a corrosion-resistant holding tank;
- q. The facility shall provide fire suppression equipment as directed by the City of Alpharetta Fire Department;
- r. All solid waste passing through the transfer station must be ultimately treated or disposed of at an authorized facility;
- s. The transfer station must have adequate storage space for incoming solid waste;
- t. Operational records must be maintained at facilities with permanent operating mechanical equipment. These records must include a daily log of the quantity of solid waste received and transported, specifying the origin by hauler and the destination of the solid waste transported daily;
- u. The facility shall not generate more than 150 total vehicle trips per day;
- v. An annual report must be submitted to the Community Development Department which summarized the information gathered in (t), above;
- w. The facility shall be developed, operated and maintained in a safe, nuisance-free manner; and
- x. The facility and its operation must be in compliance with GA EPD requirements.

4.2 *Additional Permit Application Requirements.*

- a. Application requirements. An application for a solid waste transfer station permit must confirm to the requirements set forth herein. Applications for initial permits to construct and operate a solid waste transfer station must include the following:

- (1) Regional plan or map. The regional plan or map must delineate the service area of the proposed transfer station.
- (2) Site plan. The site plan must include:
 - (a) Site conditions and projected site utilization, including all site structures (such as buildings, fences, gates, entrances and exits, parking areas);
 - (b) Property boundaries, access roads, the locations of all surface water bodies, and 100-year floodplain boundaries;
 - (c) All proposed structures and areas designated for unloading, sorting, storage, and loading, including dimensions, elevations and floor plans of these structures and areas, and the general process flow; and
 - (d) Adjacent properties, including the location of public and private water supplies on these properties.
- (3) Engineering report. The engineering report must include:
 - (a) A description of the general operating plan for the proposed facility, including the origin, composition, and expected weight or volume of all solid waste to be accepted, the maximum time any such waste will be stored, where all waste will be disposed of, and the proposed capacity operating hours, and the expected life of the facility;
 - (b) A description of all machinery and equipment, including the design capacity;
 - (c) A proposed transfer plan specifying the transfer route, the number and type of transfer vehicles to be used, and how often solid waste will be transferred to the disposal site;
 - (d) A description of the facility's drainage system and water supply system; and
 - (e) A contingency plan that details an alternative solid handling system for periods when not operating, or for delays in transporting solid waste due to undesirable conditions, such as delivery of unauthorized waste, fires, dust, odor, vectors, unusual traffic conditions, equipment breakdown or other emergencies.

4.3 Design Standards. All transfer stations must meet minimum design requirements as follows:

a. Unloading and loading areas.

- (1) The unloading area must be adequate in size and design to facilitate efficient unloading from the collection vehicles and the unobstructed movement of vehicles;
- (2) The unloading and loading pavement areas must be constructed of concrete or asphalt paving material and equipped with adequate drainage structures;
- (3) Processing, tipping, sorting, storage, and compaction areas must be located within an enclosed building;
- (4) Provisions must be made for weighing or measuring all solid waste transferred to the facility;
- (5) Sufficient internal storage areas must be provided for incoming solid waste;
- (6) Exhaust removal systems must be installed in enclosed areas; and
- (7) The facility must be designed to accommodate expected traffic flow in a safe and efficient manner.

4.4 Expansion or Modification of Existing Facilities. No transfer station facility existing as of 12/06/04 may make modifications which require a permit, make changes that require a permit modification from the GA EPD or increase the square footage of any buildings on site without

City Council approval. When reviewing modification or expansion plans, the Council may consider the extent to which the proposed modification or expansion meets the standards established in Sections 4.1 and 4.3, herein; however, any existing buildings which do not meet setback requirements shall be considered non-conforming and shall remain, but may not be expanded with regard to the setback non-conformity pursuant to UDC Sec. 2.4.2.

D. *District Regulations.*

Minimum lot size—one acre.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—15 feet.

Maximum Coverage By Principal Buildings—35%.

Maximum Building Height—35 feet.

Development on property over 25 acres in size requires masterplan approval through a Public Hearing process.

E. *Screening and buffers (See Sec. 2.3.5).*

([Ord. No. 708](#), § 1, 8-10-2015; [Ord. No. 715](#), § 3, 9-28-2015; [Ord. No. 718](#), §§ 7, 10—12, 12-14-2015)

2.2.18 OSR open space and recreational.

A. *Permitted Principal Uses.* A property in the OSR district may be used for those uses listed in Table 2.1, including any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:

1. Semipublic Uses, Utilities.

a. Community Center.

b. Park or Playground.

B. *Accessory Uses.* A property in the OSR district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

1. Privacy and decorative fences and walls.

2. Clubhouse, swimming pool, tennis courts or other community recreation facilities.

3. Vehicle access and public parking areas.

4. Signs, subject to all of the requirements regulating signage herein.
 5. Retaining walls and other site improvement structures approved as part of the development permit.
- C. *Conditional Uses.* A property in the OSR district may be used for any of the following only upon approval as a conditional use by the City Council:
1. Semipublic Uses, Utilities.
 - a. Amphitheater.
 - b. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

D. *District Regulation.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—15 feet.

Rear yard—30 feet.

Maximum Coverage By Principal Buildings—20%.

Maximum Building Height—75 feet.

Screening and buffers—none.

2.2.19 SU special use.

- A. *Permitted Principal Uses.* A property in the SU district may be used for any of the following by right, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use:
1. Business Uses.
 - a. Golf Course, Golf Driving Range.
 - b. Golf, Miniature.
 2. Semipublic Uses, Utilities.
 - a. Airport.
 - b. Club, association or lodge.
 - c. Equestrian Center.
 - d. Fire Station.
 - e. Golf Course.
 - f. Heliport, Public/Private.
 - g. Library.

- h. Hospital.
- i. Municipal facilities.
- j. Museum.
- k. Park or Playground.
- l. Public Building.
- m. Recreation Facilities, Outdoor.
- n. School, Academic.
- o. Utility Substation, including gas, electric, telephone switching, and similar uses operated by companies regulated by the Georgia Public Service Commission.

B. *Accessory Uses.* A property in the SU district may contain any accessory structure or use customarily related to and clearly subordinate to any principal use that is permitted by right or through approval as a conditional use on the same property, unless superseded by applicable conditions of approval for rezoning, variance, or conditional use.

Permitted accessory structures and uses include but are not limited to the following:

- 1. Privacy and decorative fences and walls.
- 2. Swimming pool, tennis court, patio and other recreation facilities.
- 3. Clubhouse, swimming pool, or community recreation facilities serving a development.
- 4. Vehicle access, parking and loading areas, subject to the requirements of the Parking and Loading regulations herein.
- 5. Signs, subject to all of the requirements regulating signage herein.
- 6. Retaining walls and other site improvement structures approved as part of the development permit.

C. *Conditional Uses.* A property in the SU district may be used for any of the following only upon approval as a conditional use by the City Council:

- 1. Semipublic Uses, Utilities.
 - a. Cemetery.
 - b. Church, Synagogue, or other religious institutions.
 - c. Prison.

D. *District Regulations.*

Minimum Lot Size—none.

Minimum Lot Width—none.

Minimum Setbacks.

Front yard—from all street frontages:

From right-of-way of local street—50 feet.

From right-of-way of all other streets—65 feet.

Side yard—10 feet.

Rear yard—10 feet.

Maximum Coverage By Principal Buildings—70%.

Maximum Building Height—40 feet.

Screening and buffers—Where a property in this district abuts a residential use or zoning district, a 50 foot wide buffer strip shall be provided along the abutting property lines, in addition to the minimum setback requirements.

2.2.20 MU mixed use district.

This district is intended to allow for the development of a mix of uses within the framework of a master plan. The district regulations are intended to allow greater design flexibility in order to accommodate a pedestrian focused environment that provides opportunities for living, working, shopping, recreation and entertainment.

A. *Applicability.* This zoning district is applicable to properties located within:

1. Areas that are primarily non-residential in character; or
2. Along major roadways that are primarily commercial in character; or
3. Historic Downtown Alpharetta; or
4. As noted in the Comprehensive Land Use Plan.

B. *Permitted Principal Uses.* A property in the MU district may be used only for those uses approved as part of the conditions of approval of the MU zoning on the property and as further limited below.

1. *Dwelling, attached or detached:* At least 25% of the MU development shall be utilized as residential dwellings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.

Dwelling, 'For-Rent' units shall require conditional use approval.

3. *Commercial:* At least 25% of the MU development shall be utilized as commercial uses (as approved in the MU master plan). Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
4. *Public Space:* A minimum of 10% of the gross land area must be designed for public use as recreation, entertainment and/or civic space.
5. *Office/Institutional:* At least 25% of the MU development shall be utilized for office buildings. Land use calculations shall utilize gross floor area for vertical mix of uses and land area for horizontal mix of uses.
6. *Park Space:* Each MU development shall set a goal to provide a minimum of one acre of park land/100 population generated by residential uses. Household size shall be calculated using the most current US Census data for the City of Alpharetta. Required park space and public space shall be achieved on-site and exclusive from each other.

As determined by City staff, uses shall be calculated using one of the following methods:

Horizontal Mixed Use: Land Use Land Area (acres)/Total MU Land Area (acres) = % Land Use of MU Development

Example: 25 acres of Residential Land Use/100 acres of MU Land Area = 25% Residential Land Use of MU Development

Vertical Mixed Use: Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Development (square feet) = % Land Use of MU Development

Example: 25,000 SF of Commercial Land Use/100,000 SF for All Vertical Development = 25% Commercial Land Use of MU Development

Combination of Horizontal and Vertical Mixed Use:

Land Use Gross Floor Area (square feet)/Total Gross Floor Area of All MU Vertical and Horizontal Development (square feet) = % Land Use of MU Development

Example: [25,000 SF of Vertical Commercial Land Use + 25,000 SF of Horizontal Commercial Development]/200,000 SF for All Vertical and Horizontal Development = 25% Commercial Land Use of MU Development

C. *Conditional Uses.* A property in the MU district may be used for those uses listed below and in Table 2.1, as well as, any additional uses included in the conditions of approval for the MU zoning on the property. Conditional uses not included in the master plan shall require a public hearing by the Planning Commission and approval by the City Council.

1. *Residential Uses:*

- a. Dwelling, Group (assisted living facility, progressive care facility).
- b. Dwelling, 'For-Rent'.
- c. Bed and Breakfast.

2. *Commercial Uses:*

- a. Bank, Savings & Loan.
- b. Contractor's Office (no on site storage).
- c. Day Care Center.
- d. Entertainment Venue (jazz club, comedy club, dinner theater, etc.).
- e. Hotel/Motel.
- f. Liquor Store.
- g. Outdoor/Indoor Recreation Facilities.
- h. Religious Institution.
- i. School, Commercial.
- j. Spa Services.
- k. Theater, Cinema.

3. *Semipublic Uses, Utilities:*

- a. Athletic Facilities.
- b. Public Building.
- c. School, Academic.

D. *District Regulations.*

Minimum Lot Size: The minimum area permitted to be zoned for an MU development is 25 acres.

Maximum Density of Dwelling Units: The MU master plan shall establish maximum density for each area within the development. Density for all residential units combined shall not exceed eight (8) dwelling units/acre. Density shall be calculated based on the gross acreage of the entire MU master plan.

Development Standards: Regulations governing lot size, lot width, setbacks, principal building coverage, floor area of dwelling unit, and height shall be established for each area within the MU master plan and approved through the public hearing process.

Maximum Impervious Area: 80% for the entire MU development.

Public Space: Each MU development shall have a minimum of 10% of the gross land area designed for public use. Public space shall be used for recreation, entertainment or civic purposes and may include plazas, outdoor theaters, sculpture gardens, parks, playground, community gardens or any other spaces where people can gather. Business kiosks shall be located outside of public space. Sidewalks and residential amenities may not be included within the public space requirement.

Park Space: Park space may include residential recreational amenities. However, at least 50% of the required park space shall be provided in passive park area(s).

- E. *Review Criteria.* The MU district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing an MU master plan:
1. Retail at ground level.
 2. Pedestrian connectivity to all uses.
 3. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.
 4. Accommodations for public transportation.
 5. Buildings that face or appear to face public roadways.
 6. Appearance standards for buildings and structured parking.
 7. Limitations on uninterrupted building elevations.
 8. Creation of vistas and view corridors within development.
 9. Focal point features at prominent locations and ends of vistas.
 10. Incorporation of natural site features
 11. Block lengths conducive to pedestrian traffic.
 12. Detention and retention facilities designed to be aesthetically pleasing.
 13. Creative methods for stormwater management to provide additional open space.
 14. Attractive and usable street furniture in public spaces.
 15. Emphasis on a high quality landscape plan.
 16. Number of office jobs internally captured on-site.
- F. *Time Linkage.* In order to ensure that the objectives of MU district are met and development occurs which incorporates a mix of uses, a development phasing strategy or time line shall be established for each MU project. When reviewing the phasing strategy or timeline, the City Council may link the issuance of permits and/or certificates of occupancy for a portion of the development with the completion of other portions of the development.

[\(Ord. No. 702, § 1\(Exh. A\), 3-2-2015\)](#)

District	Lot Area	Lot ^B Width	Front Yd. Set Back (ft.)	Side Yards (ft.)	Corner Side Yards (ft.)	Rear Yards (ft.)	Total Bldg. Coverage	Max. Ht. In (ft.)	Min. Flr. Area in Sq. Ft.	Max. Impervious Area ^A
AG	5 acres	200	50' local street 65' all other streets	25	35	50	25%	35	1,800	40%
RE	3 acres	100	50'/65'	25	35	50	25%	35	1,800	40%
R ^E	One acre	100	50'/65'	25	35	50	25%	35	1,800	50%
R-22 ^E	22,000 sq. ft.	100	35' local street 65' all other streets	25	35	30	25%	35	1,500	50%
R-15 ^E	15,000 sq. ft.	100	35' local street 65' all other streets	10	20	25	25%	35	1,500	50%
R-12 ^E	12,000 sq. ft.	80	30' local street 65' all other streets	10	20	30	25%	35	1,500	50%
R-10 ^E	10,000 sq. ft.	75	30' local street 65' all other streets	10	20	25	25%	35	1,500	50%

R-4A ^E	One acre	30	35' local street 65' all other streets	20 ^C	20	30	40%	35	1,200	60%
R-4D	5,000 sq. ft.	50	35'/65'	5	10	w/alley 0' no alley 20'	40%	35	1,500	60%
R-8A/D ^E	One acre (At-tached) 4,500 sq. ft. (De-tached)	50	35' local street 65' all other streets	5 adjacent property 10 between buildings	10	w/alley 0' no alley 20'	40%	35	1,200	60%
R-10M ^E	One acre	75	35' local street 65' all other streets	25 adjacent property 20 between buildings	35	50	None	35	None	60%
CUP ^D	100 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		70%
O-P	30,000 sq. ft.	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	40%	40		70%
O-I ^D	25 acres	None	50/65	15	50/65	15	40%	40		70%
C-1	30,000 sq. ft.	NONE	50' local street 65' all	15	50' local street 65' all	15	45%	35		80%

			other streets		other streets					
C-2	NONE	NONE	Cond.	Cond.	Cond.	10	70% 90% CBD	40		90% (95% CBD)
PSC ^D	10 acres	NONE	50/65	15	50/65	15	40	40		80%
L-I	One acre	NONE	50' local street 65' all other streets	15	50' local street 65' all other streets	15	35%	35		80%
OS & R	NONE	NONE	50/60	15	50/65	30	20	75	NONE	NONE
SU	NONE	NONE	50/65	10	50/65	10	70%	40		80%
MU	25 acres	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.	Cond.		80%

A - Includes surface or deck parking.

B - Minimum lot width at setback line per unit.

C - Side yard setback from project boundaries and building groupings.

D - Area regulations conditional and are subject to a master plan.

E - All minimum lot sizes as noted are allowable if served by sanitary sewer. If sanitary sewer is not available to the property, then Fulton County Health Department (lot size) regulation shall apply for septic tank approval.

([Ord. No. 718](#), § 13(Exh. A), 12-14-2015)

TABLE 2.2 LIST OF PERMISSIBLE AND CONDITIONAL USES

On the following table, an open circle "O" means that the use will be permitted in that district only if a Conditional Use Permit is granted by the City Council. An "X" means that the use is permitted in the zone district subject to the general provisions of the Unified Development Code. For uses not included in this list or when the Director of Community Development is unable to determine placement, application shall be made to the Board of Appeals for interpretation.

USES	AG	RE	R	R-22	R-15	R-12	R-10	R-4A	R-4D	R-8A/D	R-10M	CUP*	OI*	OP	C-1	C-2	PSC	LI	OS-R	SU	MU
Adult Entertainment Establishment																		O			
Airport, Public/Private	O											O						O		X	
Amphitheater												O	O					X	O	X	
Animal Hospital, Small Animal (Veterinarian)	O											O			O	O	O	X			
Animal Hospital, Large Animal	O																	X			
Art Galleries												O	O	O	X	X	O	X			O
Asphalt Plant																		O			
Associations, (Clubs and Lodges)	O			O	O	O	O	O	O	O	O	O	O	O	X	X	O			X	
Athletic Facilities/Fitness Studio	O											O	O	O	X	X	O	X			O
Auditorium	O											O	O	O	O	O	O	X			
Auto Sales and Leasing (Trucks, Vans, Cars and Accessories)												O				O		X			
Automotive Parts												O			O	X	O	X			

Automotive Service														O				X	O	X					
Bakery														O	O	O	X	X	O	X					O
Bank, Savings and Loan, Mortgage Company														O	O	X	X	X	O	X					O
Barber Shop														O	O	X	X	X	O						O
Beauty Shop														O	O	X	X	X	O						O
Bed and Breakfast	X	O	O	O	O							X	O			X	X	X							O
Book Store or Stationery														O	O		X	X	O	X					O
Bottle Gas Storage and Distribution																				X					
Bowling Alley														O	O			X	O	X					
Broadcasting Studio (Radio and TV)	O													O				X		X					
Builder's Equipment/Material	O													O				X		X					
Car Wash															O			O	O	X					
Carpenter Shop, Woodworking	O																			X					
Carpet and Rug Sales																	X	X	O	X					
Cemetery	O																						O		

Check Cashing																	O	O		X				
Church, Synagogue	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X			O	O
Clinic, Public/Private													O	O	X	X	X	O					O	
Concrete Plant																				O				
Congregate Housing, Assisted Living Facility												O	O	O		X	X		X				O	
Contractor's Office without outside storage													O	O	X	X	X		X				O	
Contractor's Office with outside storage													O			O	X		X					
Convenience Center w/Gas Pumps													O	O			X	O	X					
Country Club	O	O	O	O	O	O	O	O	O	O	O	O	O											
Dance Studio													O	O		X	X	O	X				O	
Day Care Center													O	O	X	X	X	O	X				O	
Drug Store (Pharmacy)													O	O		X	X		X				O	
Dry Cleaning, Pick- Up Station													O	O	O	X	X	O	X				O	
Dry Cleaning, Plant																		O	O					

Dwelling, 'For-Sale', Attached								X		X	X	O								O
Dwelling, 'For-Sale', Detached	X	X	X	X	X	X	X		X	X		O								
Dwelling, 'For-Rent', Group											X	O			O	O				O
<u>Dwelling, Group</u>											<u>X</u>	<u>O</u>	<u>O</u>		<u>O</u>	<u>O</u>				<u>O</u>
Equestrian Center	O	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>							O							X	O
Extended Stay Hotel (see Section 2.7)												O	O		O	O	O			
Family Day Care Home (accessory use)	X	X	X	X	X	X	X	X	X	X	X	O								
Farmlands (including Livestock, poultry)	X																			
Fire station												O	O						X	
Florist, Retail												O	O	O	X	X	O			O
Florist, Retail with greenhouse																O	O			
Funeral Homes with no cemetery or mausoleum												O	O		O	O	O	X		
Glass Fabrication																		O		
Golf Course, Driving Range	O	O	O	O	O	O	O	O	O	O	O	O	O						X	

Golf, Miniature														O	O		O	O	O					
Greenhouse, Nursery	O																O		X					
Grocery Store														O			O	X	O	X				
Group Home, Special Care Home (accessory use)	X	X	X	X	X	X	X																	
Hardware and Garden Supply Store														O			X	X	O	X				
Heliport, Public/Private	O													O	O				O	X		X	O	
Home Improvement Store																	X	O	X					
Home-Elderly, Children, Nursing													O	O	O		X	X		X				
Hospital														O	O		O	X		X		X		
Hotel or Motel														O	O		O	O	O					O
Indoor Shooting Range																				O				
Junk Yard																				O				
Kennel	O																			X				
Laboratory, Research Commercial														O	O					X				

Laundry, Industrial														O						O				
Laundry, Self-Serve, Pick-Up														O			X	X	O	X				
Limousine Service and Taxi (with or without outside vehicle storage)																		O		X				
Liquor Store														O	O		O	X	O	X				O
Locker, Frozen Food or Cold Storage														O						X				
Machine Shop																				X				
Manufacturing, Heavy, General																				O				
Manufacturing, Light, Limited														O	O					X				
Massage Therapy																	O			X				
Mini-warehouse Storage, Conditioned or Unconditioned space																				X				
Museum and Libraries														O	O		X	X	O	X			X	O
Nail Salon														O	O		X	X	O	X				O
Office														O	O	X	X	X	O	X				O
Outdoor Recreational														O	O		O	O	O	X			X	O

Facilities (Commercial) (Playfields, etc.)																						
Park and Playground	X	X	X	X	X	X	X	X	X	X	X	X	O	O	X	X	X	O	X	X	X	O
Parking Lot, Commercial													O	O		O	X	O	X			
Pawn Shop																			X			
Pest Control Business (with or without onsite chemical storage)																O	O		X			
Pet Day Care													O			X	X	O	X			
Pet Grooming													O			X	X	O	X			O
Power Station													O						O		O	
Print Shop													O	O	X	X	X	O	X			O
Prison																					O	
Public Building													O	O	X	X	X	O	X		X	O
Radio, TV, Transmitter, Studio	O												O	O			O	O	X			
Recreation Facilities, Indoor (Health Clubs, Bowling Alleys, Skating Rink, Billiards, Children's event													O	O			X	O	X			O

facilities, etc.)																				
Recycling Center																	O			
Rental Services Establishment with no outside storage											O			O	X	O	X			
Rental Services Establishment with outside storage (other than auto related)																	X			
Restaurant											O	O	O	X	X	O	X			O
Restaurant w/Drive-thru window											O	O		O	X	O	X			
Retail Establishment											O	O		X	X	O	X			O
Retail Establishment (Mixed Sales)											O			O	X	O	X			
Salvage Yards																	O			
Sawmill																	O			
School, Academic											O	O	O	X	X	O	X		X	O
School, Commercial (Beauty, Business)											O	O	O	X	X	O	X			O
Septic Tank, Sales, Construction																	X			

Service Station, Automotive														O	O			X	O	X				
Sewage, Disposal Plant																				O				
Shop or Studio, Craftsman/Artist														O		O	X	X	O	X				
Small Appliance Repair Shop																	O			X				
Smoke Shop and Tobacco Store																	O	O		X				
Spa Services														O	O	O	O	O	O	X				O
Storage, Inside																				X				
Storage, Outside																				X				
Switching Station (Telecom)														O						X				
Tattoo Parlor and Body Piercing																				O				
Taxidermist	X																			O				
Theater, Cinema														O	O		X	X	O	O				O
Tire Retreading																								
Wireless Tower (subject to approval of conditional use permit in accordance with Section 2.8.7)																			O	O				

Transfer Station																			O			
Utility Substation	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	X	
Welding Shop																			X			
Wholesale (storage and distribution)												O						O	X			

([Ord. No. 671, § 1, 2-4-2013](#); [Ord. No. 675, § 1, 6-3-2013](#); [Ord. No. 692, § 1\(Exh. 1\), 7-21-2014](#); [Ord. No. 703, § 1, 6-1-2015](#); [Ord. No. 704, § 2, 6-1-2015](#); [Ord. No. 708, § 1, 8-10-2015](#); [Ord. No. 715, § 4, 9-28-2015](#); [Ord. No. 718, § 14\(Exh. B\), 12-14-2015](#))

SECTION 2.2 a. CONDITIONAL USE REVIEW CRITERIA When reviewing a conditional use, consideration shall be given to factors associated with the use including, but not limited to, the following:	
1. Site design	4. Vehicular trips generated by the use
2. Property access	5. Impact of the use on surrounding properties
3. Hours of operation of the business	6. Impact of the use on the natural features of the site

SECTION 2.3 - SUPPLEMENTARY REGULATIONS

2.3.1 General exemptions.

- A. *Heights—Exclusions.* The following structures are exempt from the height limitations imposed within each zoning district:
1. Church spires, cupolas, and chimneys.
 2. Agricultural accessory structures, such as barns, silos, windmills, and the like.
 3. Parapets and structures used for ornamental or aesthetic purposes not to exceed twelve (12) feet.
 4. Elevator penthouses not to exceed fifteen (15) feet.
 5. Mechanical equipment on building roofs or rooftop antennas provided any such equipment exceeding 12 feet in height shall be contained within a structure or otherwise screened from ground view from adjoining streets and properties.
- B. *Front Yard Requirements—Existing Residential Areas.* The setback requirements of this Ordinance shall not apply to any residential lot where the average setback on developed lots located adjacent to and on each side of such lot and within the same zoning district and fronting on the same street as such lot is less than the minimum required setback. In such cases, the setback of such a lot may be less than the required setback but not less than the average of the existing setbacks on the developed lots. In no case, however, shall setbacks be less than 15 feet.

If the adjacent developed lots on both sides of a vacant residential lot, within the same zoning district and fronting on the same street as such lot, have front yard setbacks greater than the minimum required by the zoning district, then the minimum setback on the vacant lot shall be the average of the 2 adjacent developed lots.

C. *Double Frontage Lots.*

1. Double frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A landscaped or natural buffer of at least twenty feet (20'), across which shall be the right of access, shall be provided along the line of lots abutting such a traffic artery.
2. On lots having frontage on two (2) streets, but not located on a corner, the minimum front yard setback requirement shall be provided along each street frontage.

D. *Setbacks—Exclusions.*

1. No building or structure or projection thereof, including porch, deck, terrace or chimney, shall be erected closer to a property line than the applicable setback regulation prescribed herein allows. However, uncovered steps, patio slabs, driveways, walkways, retaining walls of no more than 4' in height, and roof overhangs of up to 18" may be located within setback areas.

E. *Flag Lots.*

1. Flag lots are prohibited for residential development. Residential building sites must meet minimum lot width requirements at the front setback line or at twice the required front setback for cul-de-sac lots.

2.3.2 Temporary uses.

The Director may authorize a temporary use, as follows:

- A. Carnival, circus or fair, for a period not to exceed 4 days. A period not to exceed 30 days may be granted by the Director if the event is held within a designated amphitheater facility as

defined by Code and confirmed by the Director. Site shall meet adequate parking and safety concerns and limit impacts to surrounding properties.

- B. Outdoor tent sales for a period not to exceed forty-five (45) days. Authorization may not be granted more than two (2) times per year, per property.
- C. Reserved.
- D. Religious meeting in a tent or other temporary structure in the AG, R-10M, CUP, O-I, C-1, and C-2 Districts, for a period not to exceed sixty (60) days.
- E. Open lot sale of Christmas trees, fruit and vegetables, and other harvested products in the AG, O-I, C-1, C-2 and L-I Districts, for a period not to exceed forty-five (45) days.
- F. Real estate sales office, related to an active development, in any district, for a period not to exceed one (1) year, provided no sleeping accommodations are maintained in the structure.
- G. Contractor's office, construction trailer and equipment shed, in any district, related to an active development, for a period of one (1) year provided that such office be placed on the property to which it is appurtenant.
- H. Commercial television or motion picture filming activities not to exceed seven (7) calendar days at any residential location, or a period not to exceed twenty-one (21) days if approved by the Mayor and Council. The director or the Mayor and Council may impose conditions to the issuance of the permit to minimize the disturbance to the residential neighborhood. These conditions may include neighborhood notification requirements, parking and traffic control, and limitations on the hours of operation. In no event shall filming activities commence prior to 7:00 a.m. or continue after 10:00 p.m.
- I. All temporary certificates of zoning compliance may be renewed provided that it is determined that said use is clearly of a temporary nature, will cause no increased traffic congestion and will not create a nuisance to surrounding uses.
- J. The director may require City Council review and approval of any temporary uses.
- K. Fireworks sales in a tent or other temporary structure in the L-1 District, for a period not to exceed ninety (90) days.

([Ord. No. 688, § 1, 4-28-2014](#); [Ord. No. 708, § 1, 8-10-2015](#); [Ord. No. 718, § 15, 12-14-2015](#))

2.3.3 Accessory uses and structures.

- A. *Home Occupations.* An occupation, profession or trade customarily carried on by an occupant in a dwelling unit as a secondary use which is clearly incidental to the dwelling unit for residential purposes and which meets all of the following conditions:
 - 1. The use shall be carried on wholly within the dwelling unit principal building. The attachment of an accessory building by a breezeway, roof or similar structure shall not be deemed as sufficient for the accessory building to be considered as a portion of the primary building.
 - 2. Not more than 25% of the floor area, not to exceed 500 square feet, of the dwelling unit building shall be used for the conduct of the home occupation.
 - 3. No merchandise or articles shall be displayed for advertising purposes, nor be displayed in such a way as to be visible from outside the dwelling unit. Garage doors shall not be left in the open position when the garage is used for the storage of business related materials.
 - 4. No merchandise or articles shall be stored other than inside the dwelling unit.
 - 5. No equipment or business vehicles may be stored or parked on the premises except that 1 business vehicle (the carrying capacity of which shall not exceed 1andhalf; tons and shall not exceed six (6) tires and/or two (2) axles) used exclusively by the resident may be parked in a

carport, garage or an approved parking space in the rear or side yard and not within the public street or right-of-way.

6. A home occupation may not generate more than six non-residential trips per day to the home, excluding occupant trips.
7. There shall be no alteration of the residential character of the dwelling unit or premises or structures on the premises.
8. No person not a resident of the dwelling unit shall work in the dwelling unit in connection with the home occupation. This prohibition shall also apply to independent contractors and employees who serve the resident of the dwelling unit.
9. One (1) off-street paved parking space for each 250 square feet of floor area devoted to the home occupation shall be provided in addition to the required parking for residential use of the building.
10. No motor power, other than electrically operated motors, shall be used and the total horsepower of such motors shall not exceed 3 horsepower or 1 horsepower for any single motor.
11. No nameplate or sign shall be displayed upon the dwelling unit or structure on the premises except 1 unlighted sign not exceeding 1 square foot in area and located not less than 20 feet from any property line.
12. No aspect of the home occupation which is noticeable to neighbors shall be conducted between the hours of 9:00 p.m. of one evening and 7:00 a.m. of the next day.

B. *Swimming Pools.* All swimming pools shall comply with the following requirements:

Construction Plan: An application for a permit to construct a swimming pool shall be submitted to and approved by the Building Official.

Pool Location: Swimming pools and their auxiliary structures shall maintain a 20' setback from side and rear property lines or the same setback as the principle structure, whichever is less. Swimming pools shall not be located within the required front yard of any lot or closer to the front lot line than the principal building on the lot. Pools may also not be located within a buffer or easement.

Accessory Buildings: Pool houses, cabanas and other structures related to a swimming pool shall be subject to all of the requirements for "accessory buildings" and shall maintain a minimum 10 foot setback from side and rear lot lines or the same setbacks as the principal.

Fencing: All swimming pools shall be enclosed by a fence that is at least 5 feet in height and constructed so as not to pass a four inch (4") diameter sphere through any opening. The fence must be maintained in good condition and shall be self-closing and self-latching. The fencing shall be located so as to not obstruct visibility at road intersections.

C. *Uses Customarily Accessory to Dwellings Located in Residential Zoning Districts.* Each of the following uses is considered to be a customary accessory use to a dwelling, and as such, may be situated on the same lot with the principal use to which it serves as an accessory provided that the setback and yard requirements are met and provided that the accessory structure is not located closer to a road than the principal structure. No such accessory use shall be more than 20% in size of principal use or be located in a required front yard.

1. Private garage not to exceed the following storage capacities; 'For-Sale' dwelling, 4 automobiles; 'For-Rent' dwelling, 2 automobiles per dwelling unit; group dwelling, 1½ automobiles per sleeping room. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.
2. Open storage space or parking area for motor vehicles provided that such space does not exceed the maximum respective storage capacities listed above; and provided that such space shall not be used for more than 1 commercial vehicle licensed as 1 ton or more in capacity per family residing on the premises.

3. Shed or tool room for the storage of household goods or equipment used in grounds or building maintenance. Structures shall maintain a 10 foot setback from rear and side lot lines or the same setbacks as the principal building, whichever is less.
4. Miscellaneous free-standing structures such as gazebos shall maintain a 10 foot setback from lot lines or the same setbacks as the principal building, whichever is less.
5. Children's playhouse and play equipment.
6. Quarters for the keeping of pets owned by occupants for non-commercial purposes provided that such use does not generate a nuisance to adjoining properties. Such quarters shall maintain a 20 foot setback from rear and side lot lines.
7. Private swimming pool and bathhouse or cabana. Swimming pool shall maintain a 20 foot setback from side and rear lot lines, or the same setback as the principle structure whichever is less. All other structures shall maintain a 10 foot setback from side and rear lot lines or the same setbacks as the principal building, whichever is less.
8. Structures designed and used for purposes of shelter in the event of man-made or natural catastrophes. Same setbacks shall apply as for the principal building.

2.3.4 Standards for dwelling, 'for-sale', detached houses.

- A. All detached 'For-Sale' dwellings shall meet or exceed the following requirements in addition to the requirements of all applicable Building Codes:
 1. Each dwelling shall be connected to a potable water supply and sanitary sewage disposal system approved by the Fulton County Development Services Department.
 2. Foundation: The structure shall be attached to a permanent foundation constructed in accordance with the Building Code.
 3. Exterior siding: Exterior siding materials shall consist of wood, brick, stone, concrete, stucco, EIFS or similar materials, or lap siding of masonite, vinyl or similar materials, or any combination of the above.

The exterior siding shall extend the full height of the exterior walls, from the surrounding grade to the bottom of the eaves or other juncture with the roof.
 4. Roofs: All roof surfaces shall have a minimum pitch of 2.25:12 (2¼ inches of rise for every 12 inches of run), except that mansard and gambrel roofs must meet this requirement only for those surfaces that rise from the eaves. All roof surfaces exposed to view shall be covered with asphalt or fiberglass shingles, wood shakes or shingles, clay tiles, slate, standing seam metal or similar materials.
 5. Houses shall be at least 20 ft. in width.
 6. A porch or hard surfaced landing shall be provided at each exterior door and stairway top and bottom, which shall be at least as wide as the door it serves, but no less than 36 inches in width and 36 inches in depth.

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 five-foot (5') wide 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 four inch (4") 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.)

([Ord. No. 718](#), § 16, 12-14-2015)

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. The use of plywood/sheet goods as a material is prohibited. 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.

([Ord. No. 720](#), § 1, 2-22-2016)

2.3.7 Conditional uses.

~~A. *General Requirements.* Conditional Uses shall be permitted subject to public hearing and the determination that they conform to all conditions set forth by the City Council as follows:~~

- ~~1. The conditional use will not be injurious to the use and enjoyment of the environment or of other property values within the surrounding neighborhood;~~
- ~~2. The proposed conditional use will not increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties;~~
- ~~3. The establishment of the conditional use will not impede the normal and orderly development of surrounding property for uses predominant in the area; and~~
- ~~4. The location and character of the proposed conditional use is considered to be consistent with a desirable pattern of development for the City, in general.~~

SECTION 2.7 - MISCELLANEOUS REGULATIONS

2.7.0 Dwelling, for-rent residential.

a. Standards for developing For-Rent residential in the Central Business District:

1. Required off-street parking spaces shall be no greater than 400 feet, as measured along a pedestrian walkway, from the door of the unit they serve.
2. Buildings with "for-rent" use shall incorporate outdoor amenity spaces provided on the lot and available as passive or active recreational space by occupants, subject to the following:
 - (i) Outdoor amenity space shall be provided at a minimum ratio of 30 square feet per dwelling unit.
 - (ii) Outdoor amenity space may be met in one contiguous open area or in multiple open areas on the lot. To receive credit the area must be at least 10 feet in both length and depth.
 - (iii) Outdoor amenity space may be located at or above grade.
 - (iv) Outdoor amenity space may be roofed but cannot be enclosed.
 - (v) Outdoor amenity space cannot be parked or driven upon, except for emergency access.
 - (vi) In calculating the minimum outdoor amenity space requirement, the following can be included: swimming pools, paved surfaces and structures when they are a part of approved features such as gazebos, fountains, and plazas (but excluding any parking areas serving such approved features), ground-level active and passive recreational facilities, roof decks, and roof top gardens
3. For-rent dwellings are prohibited on first floor of building on a Storefront Street. In addition, all ground floor residential units shall:
 - (i) Be oriented to the sidewalk.
 - (ii) Provide individual unit entrance from the exterior of the building.
 - (iii) Provide individual stoops or porches.
 - (iv) Provide a minimum of one ground floor window facing the sidewalk
4. A minimum of 50 percent of dwelling units above the first-floor shall have balconies with a minimum floor dimension of 6 feet by 8 feet.
5. No bicycles, storage boxes, storage crates, interior furniture, or any other item, except patio furniture or potted plants, may be placed on balconies.
6. Adequate provision for the disposal of refuse shall be made within each apartment building, or such refuse shall be conveyed to a central point or points to facilitate collection.
7. Buildings containing "Downtown For-Rent Dwellings" may not be located more than 1,500 feet from at least one neighborhood grocery store, (measured along the most direct improved pedestrian route from the door of the building containing the for-rent dwelling to the closest customer door.
8. For-rent dwellings are prohibited on first floor of building on a Storefront Street. A maximum of two building sides shall be permitted first floor dwellings. In addition, all ground floor residential units shall:
 - (i) Be oriented to the sidewalk.
 - (ii) Provide individual unit entrance from the exterior of the building.
 - (iii) Provide individual stoops or porches.
 - (iv) Provide a minimum of one ground floor window facing the sidewalk.

- b. Standards for developing For-Rent residential in outside of Central Business District:
1. Required off-street parking spaces shall be no greater than 400 feet, as measured along a pedestrian walkway, from the door of the unit they serve.
 2. Buildings with "for-rent" use shall incorporate outdoor amenity spaces provided on the lot and available as passive or active recreational space by occupants, subject to the following:
 - (i) Outdoor amenity space shall be provided at a minimum ratio of 75 square feet per dwelling unit.
 - (ii) Outdoor amenity space may be met in one contiguous open area or in multiple open areas on the lot. To receive credit the area must be at least 10 feet in both length and depth.
 - (iii) Outdoor amenity space may be located at or above grade.
 - (iv) Outdoor amenity space may be roofed but cannot be enclosed.
 - (v) Outdoor amenity space cannot be parked or driven upon, except for emergency access.
 - (vi) In calculating the minimum outdoor amenity space requirement, the following can be included: swimming pools, paved surfaces and structures when they are a part of approved features such as gazebos, fountains, and plazas (but excluding any parking areas serving such approved features), ground-level active and passive recreational facilities, roof decks, and roof top gardens.
 - (vii) In calculating the minimum outdoor amenity space requirement, open and public spaces counting towards the minimum requirements of the applicable zoning district may not be included.
 3. A minimum of 50 percent of dwelling units above the first-floor shall have balconies with a minimum floor dimension of 6 feet by 8 feet.
 4. No bicycles, storage boxes, storage crates, interior furniture, or any other item, except patio furniture or potted plants, may be placed on balconies.
 5. First floor shall be a minimum of 14 ft. as measured from floor to ceiling, additional floors shall be a minimum of 9' floor to ceiling.
 6. Adequate provision for the disposal of refuse shall be made within each apartment building, or such refuse shall be conveyed to a central point or points to facilitate collection.
 7. A minimum of 30 square feet of separate storage closet shall be provided for every 5 dwelling units. This storage space should be convenient to outside ground level and appropriate for storage of trunks and items of dead storage.
 8. For Rent units shall be incorporated as part of a mixed use project and incorporate a neighborhood grocery of sufficient size to support the development.

([Ord. No. 702, § 1\(Exh. A\), 3-2-2015](#))

2.7.1 Reserved.

Editor's note— [Ord. No. 715](#), § 5, adopted Sept. 28, 2015, repealed former § 2.7.1, which pertained to antennas and towers.

2.7.2 Bed and breakfast.

- A. Bed and breakfast establishments shall be allowed as a permitted use within the OP zoning district and as a conditional use within the CUP and some 'For-Sale' residential districts subject to the following:

1. The rooms utilized are part of the primary residential use.
2. No more than fifteen (15) guests are permitted at any time.
3. The facility includes a common dining room and individual guest rooms do not include kitchens.
4. The establishment is owner occupied and operated.
5. It is determined that the use of the facility as a Bed and Breakfast will not detrimentally impact surrounding properties by virtue of noise, traffic, excess activity and other factors which could undermine the character and normal enjoyment of the surrounding property.
6. Sufficient parking is provided to accommodate the building owner and guests at the rate of one space per bedroom.
7. Parking may not be located closer to the frontage street than the primary building and the parking shall be screened with landscaping to maintain the residential appearance and character of the establishment.
8. No retail or other sales shall be permitted within the establishment unless such sales are clearly incidental to the operation of the Bed and Breakfast.
9. The owner operator shall maintain a current City of Alpharetta Home Occupation license for the operation of the Bed and Breakfast.
10. Identification of the Bed and Breakfast shall be limited to one ground sign no greater than six (6) square feet in area, four (4) feet in height and setback ten (10) feet from the right-of-way.

2.7.2.1 Data Center.

A Data Center use shall be subject to the following:

1. Noise testing shall be required prior to issuance of a Certificate of Occupancy in order to ensure compliance with the Noise Ordinance.
2. Exterior lighting shall be designed and constructed with fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.
3. Buildings shall be a minimum of 20' in height.
4. Principal building facades that face adjacent public roads shall meet the following standards:
 - a. Shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:
 - (1) Change in building height, building step-backs or recesses, fenestration, change in building material, pattern, or use of architectural accent materials.
 - b. 75% of each elevation facing a public roadway shall be brick, stone or accent material. Each elevation which faces a public roadway shall be consistent in terms of design, materials, details and treatment.
 - c. Chain link fence shall not be visible from the public roadways. All fencing along roadways shall be decorative with Director approval.
 - d. In order to minimize visibility from adjacent roads and adjacent properties, ground level and roof top mechanical equipment and loading areas shall be screened. Roof top screening shall be provided by principal building parapet. Ground level equipment shall be screened by a visually solid screen wall constructed of materials compatible with those used in exterior construction of the principal building. Mechanical equipment located in a manner found to have no adverse impact on adjacent roads and adjacent property, as determined by the Director shall not be required to be screened.

- e. No data center building shall be located within 100' of a collector or local roadway. Site line studies shall be provided to confirm screening of equipment from adjacent roads and properties.
- f. A 40' heavy planted landscape buffer shall be required along public roadways. Use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, may be substituted for the above requirements when found by Director to provide screening at the appropriate density, depth and height. Landscape shall be maintained for the life of the project. Photographic documentation shall be provided for City record prior to issuance of certificate of occupancy.

[\(Ord. No. 689, § 1, 6-2-2014\)](#)

2.7.3 Extended stay hotel.

- A. *Definition.* "Extended Stay Hotel" means a building containing guest rooms for lodging, offered to the public for compensation, which are advertised, designed, intended or routinely utilized for weekly or monthly occupancy, or in which at least 30% of all guest rooms have facilities for the refrigeration and preparation of food by guests, such as a refrigerator and a cooktop/stove (or a refrigerator, a microwave, and a dishwasher or kitchenette sink), and a self-serve laundry facility is available for guests use. For the purposes of this Code, extended stay hotels and hotels (or motels) are separate and distinct uses.
- B. *Findings and Purpose.* The City finds that extended stay hotels offer an alternative form of lodging from hotels (or motels) or corporate apartments (apartments with short-term leases) for longer-term, business travelers, families in the process of relocating or awaiting new construction or remodeling, long-term tourists and similar patrons. Extended stay hotels, which are places of public accommodation providing longer-term temporary lodging (weekly or monthly occupancies), may be an appropriate use in certain zoning districts as determined by the City Council after considering and finding that certain factors are met, including the use is compatible with surrounding uses, properties and neighborhoods, will not impede the normal and orderly development of surrounding property for uses predominant in the area, and the location and character of said conditional use is consistent with a desirable pattern of development for the city; however, the City finds that if extended stay hotels are left unregulated, such uses can become transitional residences and in some cases permanent residential accommodations, akin to "For-Rent" dwellings. Further, because extended stay hotels are designed for longer-term, temporary lodging (weekly or monthly occupancies), whereas hotels or motels are designed for short-term transient occupancies (less than seven (7) days), the City finds that tourism activities and other attendant activities of guests at extended stay hotels differ from those activities of guests at hotels or motels, which may not be compatible with the City's comprehensive plan or economic development goals. Accordingly, the City finds that extended stay hotels are separate and distinct land uses from hotels (or motels) and that different considerations must be considered to ensure that such uses are consistent with the City's land use patterns and tourism and economic development goals. The City therefore finds that it is necessary to establish regulations that distinguish these types of uses in order to encourage the appropriate use of land for the development of hotels (motels) to implement important City interests, including the promotion of tourism within the City, while also providing the opportunity for the development of extended stay hotels to meet the demands of businesses and the community for lodging accommodations designed for longer-term business travelers, families in the process of locating a new residence, awaiting new construction or remodeling, and long-term tourists, while also preventing such uses from becoming permanent residential occupancies or dwellings.
- C. *Conditional Use Permit Approval.* The location, construction and use of a property or building for an extended stay hotel use shall require the prior approval of a conditional use permit by the City Council. In addition to consideration of the conditional use standards otherwise provided for in this Code, the approval of a conditional use permit for an extended stay hotel is subject to the City Council finding that the proposed use meets the following requirements:

1. The minimum lot size for extended stay hotels is three (3) acres.
 2. No facility may contain more than thirty-five (35) guestrooms per gross acre of development.
 3. All guestrooms which have facilities for the refrigeration and preparation of food by guests shall have a minimum of four hundred square feet (400 sq. ft.) of floor area. For any such guestrooms designed for occupancy of more than two (2) guests, a minimum of five hundred and fifty square feet (550 sq. ft.) of floor area shall be required.
 4. A minimum of 15% of the gross area of the lot must be designed and used as outdoor amenity space. Outdoor amenity spaces may only be used for the following types of active and/or passive recreational uses: yards or lawns available for unstructured recreation; gardens; hardscape areas or walkway paths for pedestrian enjoyment (but excluding any improvements serving parking areas), which may include pergolas, gazebos, benches and exercise or play equipment; pool areas; tennis courts, basketball courts and similar recreational facilities; and playgrounds designed and equipped for the recreation of children, which must be fenced and may include an open shelter. However, outdoor amenity space shall not include any other required open areas such as required building setbacks, buffers, landscape strips or other similar requirements of this Ordinance or other applicable laws.
 5. All such facilities shall provide a fifty foot (50') buffer from any property zoned for a 'For-Rent' dwelling use and a one-hundred foot (100') buffer from any property zoned for a 'For-Sale' dwelling use.
 6. No building may be located within three hundred feet (300 ft.) of any residentially zoned property, inclusive of the required buffer.
 7. Access to each guest room shall be through an inside lobby which is supervised at all hours the facility is open.
 8. Number of Vehicle Parking Spaces Required: One (1) space for each guest room, plus 1 employee space for each 20 sleeping rooms, plus one space per 500 sq. ft. of space used for convention rooms, conference rooms, ballrooms, restaurant and/or retail shops.
- D. *Additional Regulations.* Extended stay hotels shall comply with the following additional regulations:
1. The maximum occupancy for a guestroom with facilities for the refrigerated storage and preparation of food by guests that is less than five hundred and fifty square feet (550 sq. ft.) in floor area shall be two (2) persons. For all guestrooms with facilities for the refrigerated storage and preparation of food by guests that exceed five hundred and fifty square feet (550 sq. ft.), the maximum occupancy shall be four (4) persons. For the purposes of this provision, minor children related by blood or marriage to an adult occupant shall be excluded from this computation; provided, however, that in no event shall the maximum occupancy of any room exceed the requirements of the Life Safety Code. Further, except to the extent the regulations of the Life Safety Code are applicable, the restrictions set forth in this subparagraph shall not apply to extended stay hotels built prior to the effective date of these regulations.
 2. No more than ten percent (10%) of individual guests shall register, reside in, or occupy a room or rooms within the same facility for more than a continuous ninety (90) day period, nor shall any guest move from one room to another without a three (3) day vacancy in between.
 3. Each such facility shall be protected with an alarm system and a sprinkler system meeting the requirements of the Life Safety Code.
 4. No outdoor storage or permanent parking of equipment or vehicles shall be permitted.
 5. No permanent business license shall be issued for the conduct of any business from any guestroom of the facility.
 6. No facility under this section may be converted to or used as an apartment or condominium.
- E. The prior approval of a hotel or motel use shall not confer the right to locate, construct or use a property or building as an extended stay hotel. No hotel or motel may be converted to an extended

stay hotel without the approval of a conditional use permit by the City Council in accordance with the foregoing standards.

- F. Extended stay hotels built prior to the effective date of these regulations, which conform to the standards in place at the time of their approval, shall be deemed non-conforming uses; provided, however, such uses shall comply with the regulations set forth in Paragraph D above, except to the extent expressly excepted therefrom as provided herein.

([Ord. No. 718](#), § 18, 12-14-2015)

2.7.4 Indoor shooting ranges.

- A. *Definition.* Indoor Shooting Range (Range) shall be defined as a room, place or enclosure wherein the firing of firearms is permitted for the practice of marksmanship.
- B. *License Requirements.* It shall be unlawful for any person, association, partnership or cooperation to operate a Range within the City of Alpharetta without a license to do so. The annual license fee for the operation of a Range shall be established from time to time by resolution of the City Council. The initial annual license fee shall be one hundred dollars. (\$100.00). The annual license fee shall be due and payable on or before the first business day of January each year.
- C. *License Qualifications.*
 - 1. No license to operate a Range shall be granted to any person who, within five (5) years prior to the filing of the application for such license, has been convicted under any federal, state or local law of any offense involving the possession or use of firearms, any misdemeanor involving moral turpitude, or any felony. For the purposes of this section, a plea of nolo contendere shall constitute a conviction.
 - 2. No license fee operation of a Range shall be granted to any person who has had any City license revoked within two (2) years prior to the filing of the application.
- D. *License Application.*
 - 1. Every applicant for a license shall make a written application to the City Clerk on forms prescribed by the City Clerk. All Applications shall be accompanied by a certified check for the full amount of the license fee, together with a separate check or cash in the amount of one hundred dollars (\$100.00) to defray investigative and administrative costs. If the application is denied, or if the applicant withdraws the application prior to its approval, the license fee (without interest) shall be refunded, but the one hundred dollar (\$100.00) investigative fee shall be retained.
 - 2. Every application for a license shall be accompanied by one or more fully completed background questionnaires on forms prescribed by the City Clerk. The background questionnaire shall be completed by the owner and primary operator of the Range. If the owner is a corporation or partnership, each officer and director of the corporation and each general partner of the partnership shall provide a background questionnaire.
 - 3. The City Clerk or her designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws, and to the police department to investigate the character and reputation of the applicant and other parties required to submit background questionnaires.
- E. *Regulations.*
 - 1. Buildings containing Ranges shall have walls, ceilings and floors that are either impenetrable to the bullets of the firearms being used within it, or have internal baffling built so that the bullets cannot hit the walls or ceilings. Provisions shall also be made to stop glancing bullets or particles of bullets at the sides of the target area.

2. A system of ventilation shall be installed within the Range in accordance with the standards and requirements of the Environmental Protection Agency (the "EPA").
3. The Range shall be so constructed and insulated that the discharge of firearms within shall not disturb persons outside the premises. The discharge of firearms shall be deemed to constitute a disturbance if the noise level exceeds fifty-five decibels (55dBA) at a distance of fifty feet (50') or more from the building containing the Range. Sound measurements shall be made with a sound level meter.
4. Hearing Protectors which fully cover the shooters' ears will be provided by the Range and made available for all shooters or other persons in the firing area.
5. There shall be one (1) instructor for each five (5) firing points in use. All instructors will be required to be certified by the National Rifle Association or similar organization satisfactory to the City. The owner of the Range shall require personnel, instructors and attendants to be at least eighteen (18) years of age.
6. No person under the age of eighteen (18) years of age shall be permitted to enter the Range unless accompanied by an adult.
7. No weapons other than handguns or rimfire rifles with a .22 caliber or less shall be allowed on the premises. All weapons brought into the Range shall be in a case designed for the weapons so that no part of the weapon will be visible. Certified law enforcement officers are exempt from the provisions of this Ordinance.
8. Loaded weapons shall only be allowed in the firing area of the Range and shall not be permitted in any other place inside the building or premises or within the property boundaries outside the building.
9. Not more than one (1) person shall shoot from a firing point at one (1) time. All of the persons except instructors must stand behind the firing point. No person shall be allowed in front of a firing point at any time during operating hours except instructors and/or employees and law enforcement officers.
10. An emergency system shall be installed within each Range, capable of alerting the people on the Range to stop firing immediately.
11. It shall be unlawful for any person operating a Range to permit any person or persons to bring any alcoholic beverages on the premises of any Range, or to permit the consumption of alcoholic beverages on the premises or to permit alcoholic beverages to be left at any place on the premises. It shall also be unlawful for any person operating a Range to permit any intoxicated person to be on or remain in the premises of a Range.
12. It shall be unlawful for any person operating a Range to permit any form of gambling or wagering.
13. It shall be the responsibility of the licensee or instructor to brief patrons concerning the rules and regulations in the Range before they are permitted to use the firing Range. The licensee shall keep posted in a conspicuous place inside the building and outside the building a sign stating the rules and regulations of the Range.
14. All Ranges shall be subject to all requirements of the Occupational Safety and Health Act, and the National Institute for Occupational Safety and Health.

F. *Location and Hours of Operation.*

1. No Range shall be located within five hundred feet (500') of any parcel of land which is zoned for residential uses or purposes. No Range shall be located within any zoning category other than industrial (L-1) as defined on Article 6 of the Alpharetta Zoning Ordinance. In addition, the operation of a Range within the L-1 zoning district shall require a conditional use permit. The measurement of distance for the purposes of this Section shall be from property line to property

line along the shortest possible straight line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies".

2. No Range shall be open for business between the hours of 12:00 midnight and 6:00 a.m.
- E. *Suspension or Revocation of License.* The City Clerk may suspend or revoke the license of any licensee found to have violated any provision of this Ordinance. However, no license shall be suspended or revoked without the opportunity for a hearing before the City Council. Any licensee desiring a hearing shall, within fifteen (15) days of being notified of an Ordinance violation, file a written petition for a hearing in the office of the City Clerk. A hearing shall be conducted by the City Council within thirty (30) days of the filing of the petition, unless a continuation of such date is agreed to by the licensee and the City Clerk. The licensee shall have the right to be represented by an attorney at the hearing at the expense of the licensee. The findings of the City Council shall be forwarded to the City Clerk after the conclusion of the hearing and it shall be the duty of the City Clerk to notify the licensee of the action of the City Council. The findings of the City Council shall be final. The findings of the City Council may be appealed to the Superior Court of the County within thirty (30) days of the date of the findings; provided, however, that the findings shall not be set aside unless found to be contrary to the law or Ordinance, or unsupported by any evidence on the record as a whole. For the purposes of this Section, notice shall be deemed delivered when personally served or, when served by mail, within three (3) days after the date of deposit in the United States Mail.
- F. *Criminal Penalties.*
1. Any person, firm or cooperation operating a Range within the municipality without having obtained a license as provided for in this Section, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not less than two thousand dollars (\$2,000.00); and each day the Range is operated without a license shall be a separate offense.
 2. Any licensee who violates any provision of this Section shall be guilty of a misdemeanor and upon conviction shall be fined in an amount not less than fifty dollars (\$50.00) nor more than two thousand dollars (\$2,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.
- G. *Unlawful Operation Declared Nuisance.* Any Range operated, conducted or maintained contrary to the provisions of this Section shall be declared to be unlawful and a public nuisance. The City may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or proceedings for abatement or removal thereof, in the manner provided by law.
- H. *Liability Insurance and Bond.*
1. The owner of the Range, whether individual, or corporate or other business entity, shall carry liability insurance protecting the general public and users of the Range against any injury resulting from the discharge of firearms in the Range in the amount of not less than five hundred thousand dollars (\$500,000.00) bodily injury and one hundred thousand dollars (\$100,000.00) property damage.
 2. As a condition to the issuance of a license, each licensee shall post to the City Clerk a five hundred dollar (\$500.00) cash or surety bond payable to the City of Alpharetta and conditioned upon the licensee's faithful performance of all provisions of this Ordinance. All surety bonds shall be issued by a surety licensed to do business in the State of Georgia and listed on the U.S. Treasury list as an "approved surety".

2.7.5 Adult entertainment.

- A. *Purpose.* The purpose of this Ordinance is to reasonably regulate adult entertainment establishments in a manner that serves the legitimate governmental interest of reducing criminal activity and protecting property values without unreasonably infringing upon the protected rights of adult entertainment establishments and their patrons.

B. *Definitions.*

Adult Entertainment Establishment. A Nightclub, cabaret or other establishment featuring live performances by topless and/or bottomless dancers, strippers or similar entertainers, where such performances are characterized by the display or exposure of specified anatomical areas.

Church. A building in which persons regularly assemble for religious worship intended primarily for purposes connected with such worship or for propagating a particular form of religious belief.

Good Moral Character. Refers to a person that has not been convicted of a drug-related or alcohol-related felony or sex-related crime in the past five (5) years.

Licensed Day-Care Center. A facility licensed by the State of Georgia that provides care, training, education, custody, treatment or supervision for more than twelve (12) children under fourteen (14) years of age, where such children are not related by blood, marriage or adoption to the Owner or Operator of the facility, for less than twenty-four (24) hours a day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.

Minor. Any person who has not attained the age of eighteen (18) years.

Operator. The manager or other natural person principally in charge of an Adult Entertainment Establishment.

Owner. The proprietor if a sole proprietorship, all partners (general and limited) if a partnership, or all officers, directors and persons holding ten percent (10%) or more of the outstanding shares if a corporation.

Residential. Premises such as homes, townhomes, patio homes, mobile homes, duplexes, condominiums and apartment complexes, which contain habitable rooms for nontransient occupancy and which are designed primarily for living, sleeping, cooking, and eating therein.

School. A building where persons regularly assemble for the purpose of instruction or education together with the playgrounds, stadiums and other structures or grounds used in conjunction therewith. The term is limited to:

1. Public and private schools used for primary or secondary education, in which any regular kindergarten or grades one (1) through twelve (12) classes are taught; and
2. Special educational facilities in which students who have physical or learning disabilities receive specialized education in lieu of attending regular classes in kindergarten or any of grades one (1) through twelve (12).

Specified Anatomical Areas. Shall include any of the following:

1. Less than completely and opaquely covered human genital or pubic region; buttock; or female breast below a point immediately above the top of the areola; or
2. Human male genitalia in a discernibly turgid state, even if completely and opaquely covered.

C. *Regulations.*

1. No person, firm, partnership, corporation, or other entity shall advertise, or cause to be advertised, an Adult Entertainment Establishment without a valid adult entertainment license issued pursuant to this Section.
2. No later than March 1 of each year an Adult Entertainment Establishment licensee shall file a verified report with the City Clerk certifying the licensee's gross receipts and amounts paid to dancers for the preceding calendar year.
3. No Adult Entertainment Establishment shall employ or contract with as a dancer a person under the age of eighteen (18) years of age or a person not permitted pursuant to this Section.
4. No person under the age of eighteen (18) years of age shall be admitted to an Adult Entertainment Establishment.

5. An Adult Entertainment Establishment shall be closed between 12:00 midnight and 9:00 a.m.
 6. No patron, dancer or other employee of an Adult Entertainment Establishment shall, while on the premises of an Adult Entertainment Establishment, commit the offense of public indecency as defined in O.C.G.A. § 16-6-8. For the purposes of this Section, the term "employee" includes an "independent contractor".
 7. If any portion, or subparagraph, of this section of this Ordinance, or its application to any person or circumstance, is held invalid, by a Court of competent jurisdiction, the remainder or application to other persons or circumstances shall not be affected.
- D. *License Requirements.* It shall be unlawful for any person, association, partnership or corporation to engage in, conduct or carry on, in or upon any premises within the City of Alpharetta, an Adult Entertainment Establishment without a license to do so. The issuance of such a license shall not be deemed to authorize, condone or make legal any activity or conduct that is illegal or unlawful under the laws of the State of Georgia or the United States. The annual license fee for an Adult Entertainment Establishment shall be established from time to time by Resolution of the City Council.
- E. *On Premises Operator Requirement.* An Adult Entertainment Establishment shall designate a natural person to serve as an on-premises Operator. The Operator shall be principally in charge of the Establishment and shall be located on the premises on a regular basis.
- F. *Employee Permit Requirement.* It shall be unlawful for any person to be employed by an Adult Entertainment Establishment without a permit issued under the terms of this Section.
- G. *Admission of Minors.*
1. It shall be unlawful to allow a person who is younger than eighteen (18) years of age to enter or be on the premises of an Adult Entertainment at any time that the Establishment is open for business.
 2. It shall be the duty of the Operator of each Adult Entertainment Establishment to ensure that an attendant is stationed at each public entrance to the Establishment at all times during such Establishment's regular business hours. It shall be the duty of the attendants to not allow any person under the age of eighteen (18) years of age to enter the Establishment. It shall be presumed that an attendant knew a person was under the age of eighteen (18) unless such attendant asked for and was furnished:
 - a. A valid Operator's, commercial Operator's or chauffeur's driver's license; or
 - b. A valid personal identification certification issued by the Georgia Department of Public Safety reflecting that such person is eighteen (18) years of age or older.
- H. *Location and Development Standards.*
1. No Adult Entertainment Establishment shall be located:
 - a. Within seven hundred fifty feet (750') of any parcel of land which is zoned for residential uses or purposes;
 - b. Within seven hundred fifty feet (750') of any parcel of land upon which a church, school, licensed daycare center, governmental building simultaneously owned and occupied by such government, library, civic center, neighborhood public park or neighborhood playground is located;
 - c. Within seven hundred fifty feet (750') of any parcel of land upon which another Adult Entertainment Establishment is located;
 - d. Within any zoning category other than Light Industrial (L-1) as defined in Article II of the Alpharetta Unified Development Code.

The measurement of distances for purposes of this Section shall be from property line to property line along the shortest possible straight-line distance, regardless of any customary or common route or path

of travel, i.e. "as the crow flies." The term "parcel of land" means any quantity of land capable of being described by located and boundary, designated and used or to be used as a unit.

1. The minimum lot area for an Adult Entertainment Establishment shall be one (1) acre.
2. Adult Entertainment Establishments shall be required to be on lots that have a minimum of one hundred fifty feet (150') of road frontage on a public road, street or highway. Such Establishments shall have a minimum of two (2) driveways, which shall provide access to a public road, street or highway.
3. In addition to development standards governing the L-1 zoning district, buildings and structures established in connection with an Adult Entertainment Establishment shall be set back at least forty feet (40') from any other business establishment and minimum rear yard shall be seventy-five feet (75').
4. Adult Entertainment Establishments shall be required to provide one (1) automobile parking space for each twenty-five square feet (25 sq. ft.) of gross building area or for every three (3) customer seats, whichever results in the greater number of parking spaces.
5. Adult Entertainment Establishments shall not allow the merchandise or activities of the Establishment to be visible from any point outside such Establishment.

I. *Employee Requirements.*

1. Employees of an Adult Entertainment Establishment shall be not less than eighteen (18) years of age.

Every employee must be of good moral character as defined in this Section. Any employee who is convicted of a sex-related crime, or drug-related or alcohol-related felony while employed as an Adult Entertainment Establishment employee shall not thereafter be employed by any Adult Entertainment Establishment licensed under this Ordinance for a period of five (5) years from the date of such conviction, unless a longer time is ordered by a Court of competent jurisdiction. The term "convicted" shall include an adjudication of guilt or a plea of guilty. The term "employed as an Adult Entertainment Establishment employee" shall include all work done or services performed while in the scope of employment elsewhere than on the licensed premises.

2. Before any person may be employed by an Adult Entertainment Establishment, he or she shall file an application for an Adult Entertainment employee permit with the City Clerk on forms that require the information set forth in provision (a) above. Each such person shall also provide a signed and notarized consent on forms prescribed by the Georgia Crime Information Center authorizing the release of such person's criminal records to the Alpharetta Police Department. The City shall have fifteen (15) days to investigate the information contained in the application. If the employee is found to be of good moral character, the City Clerk shall grant the permit. Upon approval, the employee may begin working on the licensed premises. If approval is denied, the prospective employee may, within ten (10) days of said denial, apply to the City Clerk for a hearing. The decision of the licensing officer after the hearing may be appealed to the City Council. An investigative fee of fifty dollars (\$50.00) shall accompany the application.
3. The license of any employee who violates the provisions of this Code, the Ordinances of the City of Alpharetta, laws and regulations of the State of Georgia, or the rules and regulations of the City shall be subject to suspension or revocation.
4. For the purpose of this Ordinance, independent contractors shall be considered as employees and shall be permitted as employees, regardless of the business relationship with the Owner or licensee of any Adult Entertainment Establishment.

J. *License Application.*

1. Any person, association, partnership or corporation desiring to obtain a license to operate, engage in, conduct or carry on any Adult Entertainment Establishment shall make application to the City Clerk, or her designated representative. The Application must be made in the name of

the Adult Entertainment Establishment, the Operator and each Owner, as defined in this Section, of the Adult Entertainment Establishment. The application shall be accompanied by a non-refundable fee, established from time to time by Resolution of the City Council, to defray, in part, the cost of investigation and report required by this Section.

2. The license application does not authorize the engaging in, operation of, conduct of or carrying on of any Adult Entertainment Establishment.

K. *Application Contents.*

1. The name, street address (and mailing address if different) and Georgia driver's license number of the intended Operator;
2. The name, street address (and mailing address if different) and Georgia driver's license number of the Owner;
3. The name under which the Establishment is to be operated and a general description of the services to be provided;
4. The telephone number of the Establishment;
5. The address and legal description of the parcel of land on which the Establishment is to be located;
6. The business, occupation or employment history of each Owner and Operator for the five (5) years immediately proceeding the date of the application.
7. If any Owner or Operator has had an Adult Entertainment Establishment license or similar type of license denied, revoked or suspended, and if so, the violation that led to the denial, suspension or revocation, the date of the denial, suspension or violation, date of conviction, jurisdiction and any disposition, including any fine or sentence imposed and whether terms of disposition have been fully completed.
8. If any Owner or Operator has been convicted of any crime involving good moral character in the past five (5) years and, if so, a complete description of any such crime including date of violation, date of conviction, jurisdiction and any disposition, including any fine or sentence imposed and whether terms of disposition have been fully completed.
9. If the Establishment is or proposes to do business under a trade name, a copy of the trade name properly recorded.
10. If the Establishment is a Georgia corporation, a certified copy of the articles of incorporation, together with all amendments thereto; and the most recent annual report.
11. If the Establishment is a foreign corporation, a certified copy of the certificate of authority to transact business in this state, together with all amendments thereto; and the most recent annual report.
12. If the Establishment is a limited partnership formed under the laws of Georgia, a certified copy of the certificate of limited partnership, together with all amendments thereto, filed in the office of the County Clerk.
13. If the Establishment is a foreign limited partnership, a certified copy of the certificate of limited partnership and the qualification documents, together with all amendments thereto.
14. Three (3) character references for each Owner and Operator from individuals who are not related by blood or marriage to any Owner or Operator, who will not directly or indirectly benefit financially if the license is granted, and who have not been convicted of any crime involving good moral character. The licensing officer shall prepare forms consistent with the provisions of this subsection for the applicants who shall submit all character references on such forms.
15. A plat by a registered engineer, licensed by the State of Georgia, certifying the location of the proposed premises is not inconsistent with the provisions contained in Section (h) of this Ordinance respecting location and development standards.

16. The application shall contain a statement under oath that:
 - a. The person(s) signing the application have personal knowledge of the information contained in the application and that the information contained therein is true and correct; and
 - b. The person(s) signing the application have read the provisions of this Section.
 17. The application shall be signed by each Owner and the Operator.
 18. Each Owner and Operator shall provide a signed and notarized consent on forms prescribed by the Georgia Crime Information Center authorizing the release of each such person's criminal records to the Alpharetta Police Department.
 19. The written consent of a Fulton County resident certifying that such resident shall serve as a registered agent for each Owner and Operator, as required by Section 20(a) of this Ordinance.
 20. Any of items 9. through 13. noted previously shall not be required for a renewal application if the applicant states that the documents previously furnished the City Clerk with the original application or previous renewals thereof remain correct and current.
- L. *Owner and Operator to Appear.* At least one (1) Owner, as defined in this Section, and the Operator shall personally appear at the public hearing scheduled pursuant to Subsection M.2. of this regulation for consideration of the application.
- M. *Application and Investigation.*
1. Within fifteen (15) days of receipt of the application, the City Clerk or designee shall review the application and shall send a copy to all affected departments of city government to determine compliance with city regulations and laws and to the Police Department to investigate the character and reputation of each Owner and Operator. Each department notified shall submit a report within fifteen (15) days to the City Clerk. If no report is received, it shall be concluded that there is no objection.
 2. The City Clerk shall prepare and cause to be published a notice of each pending application, which notice shall include the date the application will be considered by the Council, the location or street number of the premises where applicant proposes to conduct activities permitted by this Section and the name of each Owner and Operator. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the City, and shall appear once a week for two (2) weeks immediately preceding consideration of the application by Council. Each applicant for a license for an Adult Entertainment Establishment shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten (10) days prior to the consideration of the application by the Council, a notice of the pending application, meeting the following minimum specifications: This notice shall be painted or printed in black letters three inches (3") or more in height, against a white background, on a wooden or metal sign and having a surface of not less than twelve square feet (12 sq. ft.), and shall be placed with the base of the sign not more than three feet (3') from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet (10') therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the Council hearing, and the name of each Owner and Operator making the application.
 3. The Mayor and Council may grant the license following the public hearing if it finds:
 - a. The required fee has been paid.
 - b. The application conforms in all respects to the provisions of this Ordinance.
 - c. No Owner or Operator knowing made a material misrepresentation in the application.
 - d. Each Owner and Operator has fully cooperated in the investigation of his application.

- e. Each Owner and Operator is of good moral character as defined in this Ordinance.
 - f. No Owner or Operator has had an Adult Entertainment Establishment license or other similar license or permit denied, suspended or revoked for cause involving moral character by this City or any other city located in or out of this State prior to the date of application.
 - g. The building, structure, equipment or location of the Adult Entertainment Establishment, as proposed by applicant, will comply with all applicable City zoning and development standards.
 - h. Each Owner who is a natural person and the Operator is at least twenty-one (21) years of age.
 - i. No Owner or Operator is a City employee or an elected or appointed City official, or a spouse of an elected or appointed City official.
 - j. No Owner or Operator has within five (5) years of the date of application, committed or knowingly allowed another to commit the crime of public indecency, as defined in O.C.G.A. § 16-6-6, upon the premises of an Adult Entertainment Establishment or similar business.
 - k. The location of the proposed Adult Entertainment Establishment is not inconsistent with the provisions of this ordinance and the grant of such license will not cause a violation of this or any other Ordinance or regulation of the City of Alpharetta, State of Georgia, or the United States.
 - l. The registered agent's written consent has been provided.
 - m. Subsection H. of this Ordinance respecting location and development standards.
- 4. If the license is approved it shall be issued jointly in the name of the Establishment and each Owner and Operator.
 - 5. The issuance of an Adult Entertainment Establishment license shall not authorize any other conduct or activity regulated by other City ordinances, including, but not limited to, the Alcoholic Beverage Ordinance. Applicants desiring to obtain an alcoholic beverage license or other such license shall submit separate application for each such license, and must independently satisfy all conditioned of each applicable ordinance.
 - 6. As a condition to the issuance of a license, the Establishment shall post with the City Clerk a ten thousand dollar (\$10,000.00) cash bond or surety bond payable to the City of Alpharetta and conditioned upon the licensee's faithful performance of the provisions of this Ordinance. All surety bonds shall be issued by a surety licensed to do business in the State of Georgia and listed on the U.S. Treasury list as an "approved surety".
- N. *License Renewal.* Licenses for Adult Entertainment Establishments may be renewed on a calendar year basis provided that the licensees continue to meet the requirements set out in this Ordinance. The renewal fee for an Adult Entertainment license shall be established from time to time by resolution of the City Council. Renewal applications shall be submitted by November 15 of each year prior to January 1 of the year for which such permit is requested. The form for renewal applications shall be designated by the City Clerk.
 - O. *Licenses Non-Transferable.* No Adult Entertainment Establishment license may be sold, transferred or assigned by a licensee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such license and such license shall thereafter be null and void; provided and excepting, however, that if the licensee is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without effecting a surrender or termination of such license, and in such case, the license upon notification to the City, shall be placed in the name of the surviving partner. An Adult Entertainment Establishment license issued to a corporation shall be deemed terminated and void when either any outstanding stock of the corporation is sold, transferred or

assigned after the issuance of the license, or any stock not issued at the time of the granting of a license is thereafter issued.

P. *Change of Location or Name.*

1. No Adult Entertainment Establishment shall move from the location specified on its license until a change of location fee, established by resolution of the City Council, has been deposited with the City, and approval has been obtained from the Mayor and Council for the City of Alpharetta. Such approval shall not be given unless all requirements and regulations, as contained in the City's Code, have been met.
2. No licensee shall operate, conduct, manage, engage in, or carry on any Adult Entertainment Establishment under any name other than his name and the name of the business as specified on the license.
3. Any application for an extension or expansion of a building or other place of business where an Adult Entertainment Establishment is located shall require inspection and shall comply with the provisions and regulations of this Ordinance.

Q. *Revocation and Appeal.*

1. The City Clerk shall be authorized to suspend or revoke an Adult Entertainment Establishment license under the conditions set forth in this Section. In the event the City Clerk seeks to suspend or to revoke a license, the City Clerk shall give written notification to the licensee of such action and such notice shall contain a specification of the violation or violations.
2. The City Clerk shall be authorized to suspend or revoke a license in the event of any one or more of the following:
 - a. A licensee gave false or misleading information in the original application or renewal process;
 - b. A licensee has knowingly allowed possession, use, or sale of controlled substances on the premises, or the licensee did not make a reasonable effort to prevent any such occurrence;
 - c. A licensee has knowingly allowed a violation of this Adult Entertainment Establishment Ordinance, any other Ordinance of the City, or any criminal law of the State of Georgia to occur on the premises, or the licensee did not make a reasonable effort to prevent any such violation;
 - d. A licensee has violated any provision of this Adult Entertainment Ordinance.
 - e. A licensee has been convicted of any drug-related, alcohol-related or sex-related crime by the State of Georgia or the City of Alpharetta regarding an offense which was committed on the premises or which would otherwise violate the provisions of this Ordinance; and
 - f. A licensee fails to pay any fee, license fee, fine or other amount of money due to the City of Alpharetta under this Ordinance or any other licensing Ordinance of the City of Alpharetta.
3. In the event that the City Clerk determines that a license violation has occurred, such license shall be suspended for ten (10) days for the first violation. For a second violation occurring within any consecutive twelve-month period, the license shall be suspended for thirty (30) days. For a third violation occurring within any consecutive twelve-month period, the license shall be suspended for ninety (90) days. Any license that has been suspended three (3) or more times in any consecutive twelve-month period shall be revoked. In addition, any licensee found to be in violation of Sections C.4 and C.6 of this Ordinance shall be subject to immediate license revocation. Provided, however, that the license shall be authorized to continue its business operations until the date of the hearing. No licensee or any other applicant may apply for a license for the same premises during any period of suspension or revocation.
4. In the event of a suspension or revocation by the City Clerk, the licensee may appeal the decision of the City Clerk to the Mayor and the City Council by filing a written notice of appeal with the City Clerk within ten (10) days from the date of the effective date of the written notice

received by the licensee in accordance with subsection 1 of this Section. The notice of appeal shall be accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The City Clerk may submit a memorandum in response to the memorandum filed by the licensee on appeal to the City Council. The City Clerk's decision shall be final unless an appeal is timely filed. An appeal shall stay the City Clerk's decision until the appeal is heard or withdrawn. The Clerk shall place the appeal on the agenda of the next regular Council Meeting occurring not less than five (5) nor more than thirty (30) days after receipt of the appeal.

5. When an appeal is placed on the Council agenda, the Council may take either of the following actions:
 - a. Set a hearing date before the City Council and instruct the City Clerk to give such notice of hearing as may be required by law; or
 - b. Appoint a hearing officer and fix the time and place for hearing. The hearing officer may or may not be a City employee, and may be appointed for an extended period of time. The Clerk shall assume responsibility for such publication of notice of the hearing as may be required by law. If a hearing officer is appointed, the hearing shall be conducted in accordance with the procedures set out in this Ordinance.

In either event, the hearing shall be held within thirty (30) days of the Council's action, unless a continuance of such date is agreed to by the licensee and the City Clerk.

6. At any hearing, the hearing officer or the City Council (if it elects not to appoint a hearing officer) shall receive oral and written testimony regarding the appeal. Hearings shall be conducted under rules issued by the hearing officer or City Council, which shall be consistent with rules applied in administrative proceedings, and shall ensure that each party may present evidence, cross-examine witnesses and be represented by legal counsel.
7. If the hearing is held before the City Council, the City Council may sustain, overrule or modify the action of the City Clerk. The decision of the Mayor and City Council shall be final. Appeals from the decision of the Mayor and City Council shall be to the Superior Court of Fulton County filed within thirty (30) days of the final action of Mayor and City Council.
8. If the hearing is held before the hearing officer, the hearing officer shall, within reasonable time not to exceed fifteen (15) days from the date of such hearing is terminated, submit a written report to the Council. Such report shall contain a brief summary of the evidence considered and state findings, conclusions and recommendations. The report may recommend that the City Council sustain, overrule or modify the action of the City Clerk. All such reports shall be filed with the City Clerk, and shall be considered public records. A copy of such report shall be forwarded by certified mail to the appellant the same day it is filed with the City Clerk, with additional copies furnished to the City Administrator and Chief of Police. The City Clerk shall place the hearing officer's report on the agenda of the next regular Council meeting occurring not less than ten (10) days after the report is filed and shall notify the appellant of the date of such meeting at least ten (10) days prior to the meeting unless the appellant stipulates to a shorter notice period.
9. The Council may adopt or reject the hearing officer's decision in its entirety or may modify the proposed recommendation. The Council shall base its determination on the hearing officer's report and other evidence in the record. No additional evidence or arguments shall be permitted at the Council meeting. If the Council does not adopt the hearing officer's recommendation, it may:
 - a. Refer the matter to the same or another hearing officer for a de novo hearing, or for the taking of additional evidence on specific points, and in either of such cases the hearing officer shall proceed as provided in this Section.
 - b. Decide the case upon review of the entire record before the hearing officer with or without taking additional evidence.

R. *Criminal Penalties.*

1. Any person, firm or corporation operating an Adult Entertainment Establishment within the City of Alpharetta without having obtained a license as provided in this Ordinance, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not less than five hundred dollars (\$500.00) nor more than two thousand dollars (\$2,000.00); and each day the Adult Entertainment Establishment is operated without a license shall be a separate offense.
2. Any person, firm or corporation who violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined in an amount not less than fifty dollars (\$50.00) nor more than two thousand dollars (\$2,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.

S. *Unlawful Operation Declared Nuisance.* Any Adult Entertainment Establishment operated, conducted or maintained contrary to the provisions of this Section shall be and the same is hereby declared to be unlawful and a public nuisance. The City may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, removal or injunction thereof, in the manner provided by law. It shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such Adult Entertainment Establishment and restrain and enjoin any person from operating, conducting or maintaining an Adult Entertainment Establishment contrary to the provisions of this Ordinance.

T. *Notices; Registered Agent; Jurisdiction.*

1. All licensed establishments must have and continuously maintain in Fulton County a registered agent upon whom any process, notice or demand required or permitted by law under this Section to be served upon the licensee may be served. This person shall act as registered agent for the Operator and each Owner. This person must be a natural person who is a resident of Fulton County. The Operator shall be appointed registered agent if he or she is a resident of Fulton County. The licensee shall file the name of such agent, along with the written consent of such agent, with the City Clerk in such form as the Clerk may prescribe. By appointing such registered agent, and as a condition of the issuance of a license pursuant to the terms of this Ordinance, the licensee agrees that any legal action brought by the City against the Adult Entertainment Establishment or the licensee (which includes the Operator or any Owner) to enforce the provisions of the Ordinance may be filed in any court of competent jurisdiction in Fulton County, Georgia.
2. Any notice required or permitted to be given by the City Clerk or any other city office division, department or other agency under this Section to any licensee, Operator or Owner of an Adult Entertainment Establishment may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to licensee's registered agent at the most recent address specified in the agent's written consent form received by the City Clerk, or any notice of address change which has been received by the City Clerk. If personally delivered, the effective date of the notice shall be the date of delivery. If mailed, the effective date of the notice shall be two (2) days after the notice is placed in the mail.

U. *Conditions.*

1. All Adult Entertainment Establishments shall be kept in a clean, sanitary condition, and shall be in full compliance with all ordinances and regulations of the city, county and state.
2. The County Health Department shall have the authority to regularly inspect Adult Entertainment Establishments to determine compliance with all city, county and state health rules and regulations and report any violations to the City Clerk.
3. The City Fire Department shall have the authority to regularly inspect Adult Entertainment Establishments to determine compliance with all city, county and state fire regulations and report any violations to the City Clerk.

4. The building inspector or designee shall have the authority to regularly inspect Adult Entertainment Establishments to determine compliance with all technical codes of the city.
5. The City Police Department shall have the authority to periodically inspect Adult Entertainment Establishments to determine compliance with all provisions of this Ordinance or other applicable law and report any violations to the City Clerk.

2.7.6 Adult bookstores.

A. *Intent, Rationale and Findings.*

1. *Purpose.* It is the purpose of this Ordinance to regulate sexually oriented businesses, such as adult book or video stores and sexual device shops, in order to promote the health, safety, moral, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the City. The provisions of this Ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this Ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this Ordinance to condone or legitimize the distribution of obscene material.
2. *Findings and Rationale.* Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the City Council, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theaters*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRaz*, 409 U.S. 109 (1972); and

Artistic Entertainment, Inc. v. City of Warner Robins, 331 F.3d 1196 (11th Cir. 2003); *Artistic Entertainment, Inc. v. City of Warner Robins*, 223 F.3d 1306 (11th Cir. 2000); *Williams v. Pryor*, 240 F.3d 944 (11th Cir. 2001); *Williams v. A.G. of Alabama*, 378 F.3d 1232 (11th Cir. 2004); *Gary v. City of Warner Robins*, 311 F.3d 1334 (11th Cir. 2002); *Ward v. County of Orange*, 217 F.3d 1350 (11th Cir. 2000); *Boss Capital, Inc. v. City of Casselberry*, 187 F.3d 1251 (11th Cir. 1999); *David Vincent, Inc. v. Broward County*, 200 F.3d 1325 (11th Cir. 2000); *Sammy's of Mobile, Ltd. v. City of Mobile*, 140 F.3d 993 (11th Cir. 1998); *Lady J. Lingerie, Inc. v. City of Jacksonville*, 176 F.3d 1358 (11th Cir. 1999); *This That And The Other Gift and Tobacco, Inc. v. Cobb County*, 285 F.3d 1319 (11th Cir. 2002); *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir. 1997); *Grand Faloona Tavern, Inc. v. Wicker*, 670 F.2d 943 (11th Cir. 1982); *International Food and Beverage Systems v. Ft. Lauderdale*, 794 F.2d 1520 (11th Cir. 1986); *Gammoh v. City of LaHabra*, 396 F.3d 1114 (9th Cir. 2005); *World Wide Video of Washington, Inc. v. City of Spokane*, 368 F.3d 1186 (9th Cir. 2004); *Ben's Bar, Inc. v. Village of Somerset*, 316 F.3d 702 (7th Cir. 2003); and

Fairfax MK, Inc. v. City of Clarkston, 274 Ga. 520 (2001); *Morrison v. State*, 272 Ga. 129 (2000); *Sewell v. Georgia*, 233 S.E.2d 187 (Ga. 1977), dismissed for want of a substantial federal question, 435 U.S. 982 (1978) (sexual devices); *Flippen Alliance for Community Empowerment, Inc. v. Brannan*, 601 S.E. 2d 106 (Ga. Ct. App. 2004); *Chamblee Visuals, LLC v. City of Chamblee*, 270 Ga. 33 (1998); *World Famous Dudley's Food and Spirits, Inc. v. City of College Park*, 265 Ga. 618 (1995); *Airport Bookstore, Inc. v. Jackson*, 242 Ga. 214 (1978); and based upon reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Austin, Texas—1986; Indianapolis, Indiana—1984; Garden Grove, California—1991; Houston, Texas—1983; Phoenix, Arizona—1979, 1995-98; Chattanooga, Tennessee—1999-2003; Los Angeles, California—1977; Whittier, California—1978; Spokane, Washington—2001; St. Cloud, Minnesota—1994; Littleton, Colorado—2004;

Oklahoma City, Oklahoma—1986; Dallas, Texas—1997; Greensboro, North Carolina—2003; Amarillo, Texas—1977; New York, New York Times Square—1994; and the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses. (June 6, 1989, State of Minnesota).

the City Council finds:

- (a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation.
- (b) Sexually oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other sexually oriented businesses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of sexually oriented businesses in one area.
- (c) Each of the foregoing negative secondary effects constitutes a harm which the City has a substantial government interest in preventing and/or abating. This substantial government interest in preventing secondary effects, which is the City's rationale for this Ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the City's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate in the City. The City finds that the cases and documentation relied on in this Ordinance are reasonably believed to be relevant to said secondary effects.

B. *Definitions.* The following terms used in this Ordinance shall have the meanings indicated below:

Adult Bookstore or Adult Video Store. Means a commercial establishment which, as one of its substantial business activities, offers 'For-Sale' or rental for any form of consideration any one or more of the following items: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas. A substantial business activity exists where the commercial establishment devotes more than ten square feet (10 sq. ft.) of its total interior business base to the display, sale and/or rental of the foregoing items or derives more than five percent (5%) of its net sales from the sale or rental, or any form of consideration, of the foregoing items. All references to the term "adult bookstore" throughout this Ordinance shall be deemed to include adult video stores and sexual device shops, and all regulations hereinafter set forth in this Ordinance shall be deemed to apply to and include adult bookstores, adult video stores, and sexual device shops.

Church. Means a building in which persons regularly assemble for religious worship intended primarily for purposes connected with such worship or for propagating a particular form of religious belief.

Licensed Day Care Center. A facility licensed by the State of Georgia that provides care, training, education, custody, treatment or supervision for more than twelve (12) children under fourteen (14) years of age, where such children are not related by blood, marriage or adoption to the Owner or Operator of the facility, for less than twenty-four (24) hours a day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.

Residential. Pertaining to the use of land, means premises such as homes, townhomes, patio homes, duplexes, condominiums and apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking, and eating therein.

School. A building where persons regularly assemble for the purpose of instruction or education together with the playgrounds, stadiums and other structures or grounds used in conjunction therewith. The term is limited to:

1. Public and private schools used for primary or secondary education, in which any regular kindergarten or grades one (1) through twelve (12) classes are taught; and
2. Special educational facilities in which students who have physical or learning disabilities receive specialized education in lieu of attending regular classes in kindergarten or any of grades one (1) through twelve (12).

Sexual Device. Means any three-dimensional object designed and marketed for stimulation of the male or female human genitals, anus, female breasts, or for sadomasochistic use or abuse of one's self or others and shall include devices such as dildos, vibrators, penis pumps, and physical representation of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

Sexual Device Shop. Means a commercial establishment that regularly features sexual devices. Nothing in this definition shall be construed to include any pharmacy, drug store, medical clinic, or any establishment primarily dedicated to providing medical or healthcare products or services, nor shall this definition be construed to include commercial establishments which do not restrict access to their premises by reason of age.

Specified Anatomical Areas. Shall include any of the following:

1. Less than completely and opaquely covered human genital or pubic region; buttock; or female breast below a point immediately above the top of the areola; or
2. Human male genitalia in a discernibly turgid state, even if completely and opaquely covered.

Specified Sexual Activities. Means genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; fondling or other erotic touching of human genitals, pubic regions, buttocks or female breasts.

C. *Location; Development Standards.*

1. No adult bookstore shall be located:
 - a. Within one thousand feet (1,000') of any parcel of land which is zoned for residential uses or purposes or used residentially;
 - b. Within one thousand feet (1,000') of any parcel of land upon which a church, school, licensed daycare center, governmental building simultaneously owned and occupied by such government, library, civic center, neighborhood public park or neighborhood playground is located;
 - c. Within one thousand feet (1,000') of any parcel of land upon which another adult bookstore is located;
 - d. Within any zoning category other than Industrial (L-I) as defined in Article II of the Unified Development Code.

The measurement of distances for purposes of this section shall be from property line to property line along the shortest possible straight-line distance, regardless of any customary or common route or path of travel, i.e. "as the crow flies." The term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit.

- (1) The minimum lot area for an adult bookstore facility shall be one (1) acre.
- (2) Adult bookstores shall be required to be on lots that have a minimum of one hundred fifty feet (150') of road frontage on a public road, street or highway. Such

Establishments shall have a minimum of two (2) driveways, which shall provide access to a public road, street or highway.

- (3) In addition to development standards governing the L-I zoning district, buildings and structures established in connection with an adult bookstore shall be set back at least forty feet (40') from any other business establishment and the minimum rear yard shall be seventy-five feet (75').
 - (4) Adult bookstores shall be required to provide one (1) automobile parking space for each twenty-five square feet (25 sq. ft.) of gross building area or for every three (3) customer seats, whichever results in the greater number of parking spaces.
 - (5) Adult bookstores shall not allow the depictions of specified anatomical areas or specified sexual activities to be visible from any point outside the structure.
- D. *Violations; Penalties.* Any person, firm or corporation who violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined in an amount not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such; and each day that a violation continues shall be punishable as a separate offense.
- E. *Unlawful Operation Declared Nuisance.* Any adult bookstore operated, conducted or maintained contrary to the provisions of this Ordinance shall be and the same is hereby declared to be unlawful and a public nuisance. The City may, in addition to, or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings for abatement, removal or enjoinder thereof, in the manner provided by law. It shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove the adult bookstore and restrain and enjoin any person from operating, conducting or maintaining the adult bookstore contrary to the provisions of this Ordinance.
- F. *Licensing Provisions.* The owner and/or operator of an adult bookstore shall be subject to the same application and licensing requirements applicable to owners and operators of adult entertainment establishments as set forth in Section 2.7.5 of this Code, specifically including the following sections: Section 2.7.5D., E., I., J., K., L., M., N., O., P. and Q. It shall be unlawful for any person to operate an adult bookstore in the City without a valid license issued in accordance with such provisions.
- G. *Scienter.* This Ordinance does not impose strict liability. Unless a culpable mental state is otherwise specified herein, a showing of a knowing or reckless mental state is necessary to establish a violation of a provision of this Ordinance. Notwithstanding anything to the contrary, for the purposes of this Ordinance, an act by an employee that constitutes grounds for suspension or revocation of that employee's license shall be imputed to the sexually oriented business licensee for purposes of finding a violation of this Ordinance, or for the purpose of license denial, suspension, or revocation, only if an officer, director, or a general partner, or a person who managed, supervised or controlled the operation of the business premises, knowingly or recklessly allowed such act to occur on the premises. It shall be a defense to liability that the person to who liability is imputed was powerless to prevent the act.
- H. *Severability.* This Ordinance and each section and provision of said Ordinance hereunder are hereby declared to be independent divisions and subdivisions and, notwithstanding any other evidence of legislative intent, is hereby declared to be the controlling legislative intent that if any provisions of this Ordinance, or the application thereof to any person or circumstance, is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this Ordinance be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this Ordinance.

- I. *Supplemental Regulations.* Where possible, this Ordinance shall be interpreted to supplement other ordinances regulating adult oriented businesses. Where there is a direct conflict, the more strict provision shall control.

2.7.7 Massage therapy.

~~A. *Purpose.* It is the purpose of this article to regulate the operation of massage establishments and spa establishments as an exercise of the City's police power in order to protect the health, safety and general welfare of the citizens of the City.~~

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

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

~~*Church* means a building in which persons regularly assemble for religious worship intended primarily for purposes connected with such workshop or for propagating a particular form of religious belief.~~

~~*Licensed day care center* means a facility licensed by the State of Georgia that provides care, training, education, custody, treatment or supervision for more than twelve (12) children under fourteen (14) years of age, where such children are not related by blood, marriage or adoption to the owner or operator of the facility, for less than twenty-four (24) hours a day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.~~

~~*Massage or massage therapy* means the manipulation and/or treatment of soft tissues of the body, including but not limited to the use of effleurage, petrissage, pressure, friction, tapotement, kneading, vibration, range of motion stretches, a system of structured touch, pressure, movement, and holding to the soft tissue of the body, and any other soft tissue manipulation whether manual or by use of massage apparatus, and may include the use of water, oils, lotions, creams, lubricants, salt glows or scrubs, hydrotherapy, heliotherapy, hot packs, cold packs or other topical preparations. This term shall not include diagnosis, the prescribing of drugs or medicines, spinal or other joint manipulations, or any service or procedure for which a license to practice chiropractic, physical therapy, podiatry or medicine is required by the state.~~

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

~~*Massage establishment* means any business or commercial establishment:~~

- ~~1. a. Having a source of income or compensation derived from the practice of massage which employs or contracts with one (1) or more massage therapists or operates or maintains for profit one (1) or more massage apparatus; or~~
 - ~~b. Which for good or valuable consideration offers to the public facilities and personnel for the administration of massages; and~~
- ~~2. Which has fixed a place of business where any person, firm, association, or corporation engages in or carries on any of the activities defined as "massage", or which provides mobile message services.~~

~~This term shall not include hospitals or other professional health care establishments separately licensed as such by the state.~~

~~*Massage therapist* means any person who, for any consideration whatsoever, engages in the practice of massage as defined in this section.~~

~~*Residential* pertaining to the use of land, means premises such as homes, townhomes, patio homes, mobile homes, duplexes, condominiums and apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking, and eating therein.~~

~~*School* means a building where persons regularly assemble for the purpose of instruction or education together with the playgrounds, stadia and other structures or grounds used in conjunction therewith. The term is limited to:~~

- ~~1. Public and private schools used for primary or secondary education, in which any regular kindergarten or grades one (1) through twelve (12) classes are taught; and~~
- ~~2. Special educational facilities in which students who have physical or learning disabilities receive specialized education in lieu of attending regular classes in kindergarten or any of grades one (1) through twelve (12).~~

~~*Spa establishment* means any business or commercial establishment operated to derive income from the provision of any of the following personal services: body wraps, hydro mineral wraps, body polish, body wash, baths and hydro tub soak, or other similar personal services purported to assist patrons with improving their physical condition or appearance and which require the patron to disrobe. This term shall not include hospitals or other professional health care establishments separately licensed as such by the state.~~

~~C.—*Penalties.*~~

- ~~1. Any person, firm or corporation operating a Massage Therapy Establishment within the City of Alpharetta without having obtained a license as provided in this article, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00); and each day the Massage Therapy Establishment is operated without a license shall be a separate offense.~~
- ~~2. Any person, firm or corporation who violates any provision of this article shall be guilty of a misdemeanor and upon conviction, shall be fined in an amount not less than one hundred fifty dollars (\$150.00) nor more than one thousand dollars (\$1,000.00); and each violation thereof shall constitute a separate offense and shall be punishable as such.~~

~~D.—*Scope of Regulations.*~~

- ~~1. All licenses issued under this article shall constitute a mere privilege to conduct the business so authorized during the term of the certificate or permit only and shall be subject to all terms and conditions imposed by the county and state law.~~
- ~~2. Nothing in this article shall be construed to regulate, prevent or restrict in any manner:~~
 - ~~a. Any physician, chiropractor, physical therapist, massage therapist that is not operating a massage or spa establishment, or similar professional licensed and regulated by or through the state while engaged in the practice of said profession;~~
 - ~~b. Any hospital or other professional health care establishment separately licensed as such by the state; or~~
 - ~~c. Any other individual or entity expressly exempted from local legislation by the laws of the state.~~

~~E.—*License required; application.*~~

- ~~1. In addition to obtaining an occupation tax certificate pursuant to Chapter 12, pertaining to taxation, all persons, firms or corporations operating or desiring to operate a massage or spa establishment shall, before engaging in such trade, business or profession, make application for a license in the form and manner prescribed in this article. Applications for licenses shall be made on forms provided by the City. If the applicant is a partnership, limited liability company, corporation, or other legal entity, the application must be executed by an officer, member, partner or shareholder, as applicable, and, if a different person, the employee or agent primarily~~

~~responsible for the operation of the massage or spa establishment. The applicant to operate a massage establishment must be the owner of the premises wherein the business will be conducted or the holder of a lease thereon for the period to be covered by the certificate. All applications shall be submitted to the Director of Public Safety or designee and shall contain a full and complete sworn and notarized statement by each applicant and the aforementioned persons of all material facts as determined by the City to be relevant to the requirements of this chapter, along with the following additional information:~~

- ~~a. A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1.~~
- ~~b. Copies of all required state licenses with regard to each employee, independent contractor, agent and partner, general or limited, associated with the operation of the massage therapy establishment. Those employees who will be performing massages, and/or managers or supervisors, who are exempt from getting a state license pursuant to O.C.G.A. Title 43, Chapter 24A, shall comply with the work permits provision of this article, Section 12-166 below.~~
- ~~c. If the applicant is not a sole proprietor, then the partnership, limited liability company, corporation, or other legal entity shall submit a complete list of the legal entities:
 - ~~(1) Officers;~~
 - ~~(2) Directors; and~~
 - ~~(3) Partners, members, or shareholders (natural persons) holding a ten percent (10%) or greater ownership interest in such legal entity, or if there is no shareholder (natural person) with at least a ten percent (10%) interest, the ten (10) shareholders with the greatest ownership interest;~~
 - ~~(4) The name of the employee or agent primarily responsible for operation of the massage or spa establishment; and~~
 - ~~(5) The names of all on-premises managers or supervisors for the establishment. Such list shall include the names, current addresses, phone numbers and occupations of the aforementioned natural persons.~~~~
- ~~d. If the applicant is a partnership, limited liability company, corporation or other legal entity required to be chartered under the laws of the state or authorized by the secretary of state to do business in the state, such corporation must be chartered under the laws of the state or authorized by the secretary of state to do business in the state and must submit copies of the certificate of organization or incorporation, as applicable, and articles of organization or incorporation, as applicable.~~
- ~~e. If the applicant is an individual, the applicant must submit a copy of a valid driver's license or a valid identification card as reliable proof thereof. If the applicant is a partnership, limited liability company, corporation or other legal entity, the applicant must submit a copy of a valid driver's license or a valid identification card for each person listed in subsection (a)(3) of this section.~~
- ~~f. A sworn and notarized statement of a registered agent who is a resident of Fulton County, Georgia and at least eighteen (18) years of age, required to be designated by a licensee to receive any process, notice or demand required or permitted by law or under this chapter to be served upon the applicant.~~
- ~~g. A signed and notarized consent on forms prescribed by the Georgia Crime Information Center authorizing the release of each such person's criminal records to the Alpharetta Department of Public Safety.~~
- ~~h. A survey by a licensed surveyor or by a registered engineer, licensed by the State of Georgia, certifying the location of the proposed premises is not inconsistent with the~~

~~provisions contained in Section 12-172 of this article respecting location and development standards.~~

- ~~2.—A license issued to an individual shall be in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership, in the name of a partner or officer, and, if different from such named person, in the name of the employee or agent primarily responsible for the operation of the licensed premises. A license issued to a limited liability company shall be issued in the name of the limited liability company, in the name of one (1) member or officer, and, if different from such named person, in the name of the employee or agent primarily responsible for the operation of the licensed premises. A license issued to a corporation shall be issued in the name of the corporation, in the name of at least one (1) shareholder (listed pursuant to subsection (a)(3) of this section) or officer of the corporation, and, if different from such named person, in the name of the employee or agent primarily responsible for the operation of the licensed premises.~~
- ~~3.—No person, partnership, limited liability company, corporation, or other legal entity shall be granted a license for a massage or spa establishment unless it shall appear that such person, or, if the applicant is a partnership, limited liability company, corporation, or other legal entity, all persons listed in subsection (a)(3) of this section for a period of ten (10) years prior to the date of application for such license have not been convicted or pleaded guilty or entered a plea of nolo contendere under any federal, state or local law of any crime involving:
 - ~~a.—Illegal gambling;~~
 - ~~b.—Any felony, criminal trespass, public indecency, disorderly conduct, or misdemeanor involving any type of sexual-related crime;~~
 - ~~c.—Any theft or violence against person or property;~~
 - ~~d.—Any crime of possession, sale or distribution of illegal drugs;~~
 - ~~e.—Distribution of material depicting nudity or sexual conduct as defined under state law; or~~
 - ~~f.—Criminal solicitation to commit any of these listed offenses.~~~~
- ~~4.—No person under the age of eighteen (18) shall be granted a license for a massage or spa establishment. If the applicant is a partnership, limited liability company, corporation, or other legal entity, the partnership, limited liability company, corporation or other legal entity shall not be granted a license for a massage or spa establishment if any of the persons listed in subsection (a)(3) of this section are under the age of eighteen (18).~~

~~F.—Regulatory fee; expiration.~~

- ~~1.—There shall be an annual regulatory fee in the amount of five hundred dollars (\$500.00), consisting of a nonrefundable investigative fee and a license fee, for each massage and spa establishment licensed within the City. The investigative and license fees shall be set by resolution of the City Council and shall remain in effect until modified or amended by subsequent resolution adopted by the City Council. The full regulatory fee shall be paid with the license application and shall not be prorated under any circumstances. If the applicant withdraws the application or the license is denied, the applicant shall be refunded the full license fee paid. No refund shall be allowed once the license has been issued.~~
- ~~2.—All licenses granted hereunder shall expire on December 31 of each year. Licensees who desire to renew their license shall file a renewal application accompanied by the requisite license fee with the city upon forms prescribed by the city on or before November 15 of each year without penalty, and not later than December 15. Applications for renewal filed after November 15 and on or before December 15 shall be subject to a penalty of ten percent (10%) of the license fee. No renewal license shall be granted on applications filed after December 15, but such applications shall be treated as an initial application and the applicant shall be required to comply with all rules and regulations for the granting of licenses as if no previous license had~~

~~been issued. Failure of a licensee to comply with any section of this code shall subject the licensee to non-renewal of the license.~~

~~3. Any person applying hereunder who shall pay the required fee, or any portion thereof, after January 1, shall, in addition to said annual fee and late charges, pay simple interest on the delinquent balance at the annual rate then charged by the Internal Revenue Service of the United States on unpaid federal income taxes.~~

~~4. No license issued pursuant to this article shall be transferable.~~

~~G. *Work permits required.*~~

~~1. A work permit shall be required for any and all on-premises owners, managers or supervisors who are in charge of managing the massage establishment as required by subsection 12-168(c) and who do not otherwise hold a license issued hereunder.~~

~~2. Massage therapists who hold a current and valid massage therapist license issued by the State of Georgia do not have to obtain a work permit, but shall provide a copy of their state license to the City and post their state license in a conspicuous place in the licensed establishment at all times while the license remains valid.~~

~~3. No licensee shall employ any person required to have any state mandated licenses or work permit pursuant to this section until such person has procured such license or permit. For new employees, a receipt issued by the Director of Public Safety or designee may be used for a maximum of thirty (30) days from the date of its issue.~~

~~4. Any person required to obtain a work permit shall apply to the Director of Public Safety or designee for such permit. A separate work permit per individual is required for employment at each establishment within the City. The permit will be valid for a period of one (1) year from the date in which the application is received by the City and shall be renewed on or before its expiration. Persons applying for the permit shall make themselves available for photographing, fingerprinting and such other investigation as may be required by the City. The nonrefundable fee for a work permit shall be set by resolution of the City Council and shall remain in effect until modified or amended by subsequent resolution adopted by the City Council. Replacement permit(s) shall be issued upon payment of one-half (1/2) of the fee(s) charged for work permits.~~

~~5. The City Clerk or designee may suspend or revoke an employee's work permit, following notice and hearing pursuant to this article, and demand its return where the employee violates the provisions of this chapter, any state law or applicable local ordinance.~~

~~6. It shall be unlawful for an employee whose work permit has been suspended or revoked to refuse to return the work permit to the City Clerk or designee or to alter, conceal, deface, or destroy the work permit.~~

~~7. An applicant for a work permit shall not have been convicted within the five (5) years preceding his/her application of any federal, state or local law involving crimes set forth in Section 12-165(c) of this article. A guilty plea, plea of nolo contendere or the forfeiture of a bond shall be considered a conviction for purposes of this subsection. Sentencing as first offender status shall not be considered as a conviction if the sentence was successfully completed without any violation of probation and with no adjudication of guilt ever being entered.~~

~~8. A new search may be conducted on any person issued a work permit if the City Clerk or designee receives information which warrants such a new search. If the new search reveals evidence that warrants revocation of the card, the card may be revoked following notice and a hearing.~~

~~9. When the City intends to deny or revoke any work permit, the City Clerk or designee shall issue to the applicant or permit holder a letter setting forth the reasons for denial or revocation, and the letter shall notify the applicant of his or her right to an administrative hearing before the City Clerk or designee, which hearing shall be held in accordance with Section 12-171. The decision of the City Clerk or designee shall be final unless the applicant or permit holder files a notice of~~

~~appeal to the City Administrator within thirty (30) days of receiving written notice of said decision. Appeals to the decision set forth by the City Clerk or designee shall be heard by the City Administrator or designated hearing officer in accordance with Section 12-171. Following a hearing by the City Administrator, the applicant shall have a right of review of any denial by filing a petition for writ of certiorari to the county superior court within thirty (30) days of the denial.~~

~~H. — General operating provisions:~~

- ~~1. — It shall be the duty of all massage establishment licensees holding a license under this article to keep on file the name of all employees, their home addresses and home telephone numbers, their duties and services performed for the massage establishment and whether such employee has a state license or City work permit.~~
- ~~2. — It shall be the duty of any massage establishment granted a license under this article to maintain correct and accurate records of the names and addresses of the persons receiving treatment at such establishment, the type of treatment administered and the name of the person at the establishment administering the treatment.~~
- ~~3. — The establishment shall have an owner, manager or supervisor on the premises at all hours the establishment offers massage therapy. If during an inspection there is no owner, manager or supervisor on the premises, the establishment must cease operations and close to the public until an owner, manager or supervisor is on the premises. Such owner, manager or supervisor in addition to the Licensee shall be responsible to make sure all persons performing massage therapy at any time has either an appropriate state license or City work permit and their failure to do so shall be a violation of this chapter.~~
- ~~4. — Records required to be maintained under this article shall be kept for a minimum of two (2) years beyond the expiration date of a license. Records shall be made available to the City Clerk or designee, during business hours, at the certificate holder's business location in the City, within ten (10) business days of any such request.~~
- ~~5. — The establishment shall be subject to inspection at any time during business hours by the City Clerk or designee and by the Director of Public Safety or designee, to ensure compliance with this article.~~
- ~~6. — All employees and other persons on the premises, with the exception of customers receiving a massage from a state licensed massage therapist, shall be completely clothed at all times when administering a massage. For the purposes of this article, the term "completely clothed" means having on the upper portion of the body appropriate undergarments and either blouse or shirt which shall cover all the upper body save the arms and neck, and shall mean having on the lower body appropriate undergarments plus either pants or skirt, and said pants or skirt must cover from the waist down to a point at least two inches (2") above the knee. All clothes worn in compliance with this article shall be entirely non-transparent.~~
- ~~7. — No massage or spa establishment shall be engaged in and no place of business shall be open for business except within and between the hours of 7:00 a.m. and 10:00 p.m.~~
- ~~8. — A readable sign shall be posted at the main entrance identifying the establishment. Signs shall comply with the sign requirements of this Code.~~
- ~~9. — Minimum lighting shall be provided in accordance with the building code, as adopted by the City Council, and at least one (1) artificial light of not less than forty watts (40 wttts) shall be provided in each enclosed room or booth.~~
- ~~10. — Ordinary beds or mattresses shall not be permitted in any establishment.~~
- ~~11. — The establishment, prior to the issuance of the license, must be in compliance with all applicable building and life safety codes, and the building to be occupied must have a valid, current certificate of occupancy.~~
- ~~12. — It shall be unlawful for any person under the age of eighteen (18) to patronize any massage establishment unless such person carries at the time of such patronage a written order directing~~

~~the treatment to be given by a regularly-licensed physician or written permission of the underage person's parent or guardian. It shall be the duty of the massage establishment to determine the age of the person attempting to patronize a massage establishment and to prohibit such patronage by an underage person.~~

- ~~13. No massage practitioner or any of his employees shall manipulate, fondle or handle the sexual organs or anus of any person.~~

~~I. Issuance of license: denial.~~

- ~~1. When a license application for the operation of a massage or spa establishment is submitted in proper form, including all information and exhibits required herein and accompanied by the correct fees, the application shall be accepted, and a review of the application and an inspection and investigation shall be conducted by the Department of Public Safety or designee. Upon the payment by the applicant of the required fees, the City shall cause to be conducted a criminal background investigation of the applicant and shall transmit a summary of the investigation results to the City Clerk or designee.~~
- ~~2. Upon receipt of the background investigation and completion of review of the application in accordance with the terms of this article, if the City Clerk or designee determines that the application appears to meet the requirements of this article, the City Clerk shall prepare and cause to be published a notice of the pending application, which notice shall include the date the application will be considered by the City Clerk, the location or street number of the premises where the applicant proposes to conduct activities permitted by this article and the name of each owner and operator. The applicant shall pay the publication costs. The notice shall be published in a newspaper of general circulation within the City, and shall appear once a week for two (2) weeks immediately preceding consideration of the application by the City Clerk. Each applicant for a license shall, at such applicant's expense, post on the premises where the activities permitted by such license are to be conducted, continuously for a period of not less than ten (10) days prior to consideration of the application by the City Clerk, a notice of the pending application, meeting the following minimum specifications: This notice shall be painted or printed in black letters three inches (3") or more in height, against a white background, on a wooden or metal sign and having a surface of not less than twelve square feet (12 sq. ft.), and shall be placed with the base of the sign not more than three feet (3') from the ground on the most conspicuous part of the premises, facing the most frequently traveled road, street or highway abutting same, and not more than ten feet (10') therefrom. The sign shall state clearly the nature and purpose of the application, the date and hour and place of the City Clerk hearing, and the name of each owner and operator making the application. If following the hearing the City Clerk determines that the application meets the requirements of this article, the City Clerk shall place the application on the consent agenda of the next available City Council meeting. The license shall be issued following approval of the consent agenda.~~
- ~~3. If after receiving the background report and completing the review, the City Clerk determines that the application does not meet the requirements of this article, the City Clerk shall deny the application. The City Clerk or her designee shall deny any application that:
 - ~~a. Fails to meet each of the application requirements specified in this article;~~
 - ~~b. Fails to meet each of the minimum standards specified in this section; or~~
 - ~~c. Contains false, misleading or incomplete information in the application or attached documents.~~~~
- ~~4. Service of any notice for denial, suspension or revocation of a massage or spa establishment license under this article shall be delivered by hand or posted by certified and first class mail to the permit holder's address provided on the application. Delivery shall be deemed to take place on the third (3rd) day following deposit in the United States mail.~~

- ~~5.—Should the City Clerk or designee deny an application under this article, written notice of the denial shall be provided to the applicant by the City Clerk or designee setting forth the reason(s) for the denial, and advise the applicant of the right to appeal.~~
- ~~6.—Any decision by the City Clerk or designee denying, suspending or revoking an application shall be final unless the applicant files a notice of appeal with the City Administrator or designee within thirty (30) days of receiving notice of such denial. Any such appeal shall be subject to de novo review and shall be in accordance with Section 12-171. A hearing before the City Administrator or designated hearing officer shall be scheduled within sixty (60) days following the receipt by the City Administrator or designee of the applicant's notice of appeal.~~
- ~~J.—*Grounds for denial, revocation or suspension of license.* The license of a massage or spa establishment may be denied, revoked or suspended upon one (1) or more of the following grounds:~~
 - ~~1.—The applicant or holder has failed to meet or maintain initial requirements for obtaining the license;~~
 - ~~2.—The applicant or holder is guilty of fraud in the practice of massage, or fraud or deceit in being issued the license for the massage or spa establishment;~~
 - ~~3.—The applicant or holder is engaged in the operation of a massage or spa establishment under a false or assumed name, or is impersonating another massage therapist of a like or different name;~~
 - ~~4.—The applicant or holder has violated any laws relating to sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire or disorderly conduct, criminal solicitation of any of the foregoing offenses, or entered a plea of nolo contendere to any felony;~~
 - ~~5.—Any of the applicant's or holder's employees, independent contractors or agents has been convicted, pled guilty or entered a plea of nolo contendere to any felony, or has violated any laws relating to sodomy, aggravated sodomy, public indecency, prostitution, pimping, pandering, pandering by compulsion, masturbation for hire, criminal solicitation of any of the foregoing offenses, or disorderly conduct in connection with the operation of the massage establishment or on or about the premises of the massage establishment;~~
 - ~~6.—The applicant or holder has failed to maintain correct and accurate records as required by this article;~~
 - ~~7.—The applicant or holder has failed to actively supervise and monitor the conduct of the employees, independent contractors, agents, customers or others on the premises in order to protect the health, safety and welfare of the general public and the customers;~~
 - ~~8.—The applicant or holder, or employees, agents or independent contractors associated with the establishment, have allowed to occur or have engaged in a violation of any part of this article; or~~
 - ~~9.—The applicant or holder has violated any of the provisions of this article.~~
- ~~K.—*Hearings.*~~
 - ~~1.—Whenever the City Clerk or designee determines there is cause to suspend or revoke the license or work permit issued hereunder, the City Clerk or designee shall give the licensee written notice at least fifteen (15) days prior to an administrative hearing of the time, place, purpose of the hearing, and a statement of the charge(s) upon which the administrative hearing before the City Clerk or designee shall be held in accordance with this section.~~
 - ~~2.—The procedure for administrative hearings heard under this chapter by the City Clerk shall be set forth by the City Clerk. The City Clerk or designee shall reach a decision on the matter before them within ten (10) days following the close of the hearing and give written notice of said decision. The decision of the City Clerk or designee shall be final unless the licensee or City work permit holder files a notice of appeal to the City Clerk or designee within thirty (30) days of receiving notice of said decision.~~

3. ~~The City Administrator or designated hearing officer shall hear appeals to decisions by the City Clerk or designee to deny applications for permits, as well as appeals to decisions by the City Clerk or designee to suspend or revoke such permits.~~
4. ~~Any such appeal to the City Administrator or designated hearing officer shall be subject to de novo review and shall be in accordance with subsections (d), (e) and (f). A hearing before the City Administrator shall be scheduled within thirty (30) days following the receipt by the City Administrator or designee of the applicant, licensee or work permit holder's notice of appeal.~~
5. ~~Applicants, licensees or work permit holders shall be given written notice of the date, time, and place when the matter at issue will be heard by the City Administrator or designated hearing officer. The applicant, licensee or work permit holder shall be afforded the opportunity to be heard and present evidence. Twenty (20) days' notice shall be deemed reasonable.~~
6. ~~Upon close of the public hearing, the City Administrator or hearing officer shall reach a decision on the matter before it, and the decision of the City Administrator or hearing officer shall be final unless the applicant or permit holder applies to the county superior court by filing a petition for writ of certiorari within thirty (30) days of the decision rendered by the City Administrator or hearing officer.~~

~~L. *Location; development standards.* No Massage Establishment or Spa Establishment shall be located:~~

1. ~~Within three hundred feet (300') of any parcel of land which is zoned for residential uses or purposes;~~
2. ~~Within three hundred feet (300') of any parcel of land upon which a church, school, licensed daycare center, governmental building simultaneously owned and occupied by such government, library, civic center, neighborhood public park or neighborhood playground is located;~~
3. ~~Within three hundred feet (300') of any parcel of land upon which another massage therapy establishment or spa establishment is located;~~
4. ~~Within any zoning category other than Industrial (L-1) and Commercial (C-2) as defined in Article VI of the Alpharetta Zoning Ordinance; provided, however, that location of a massage therapy establishment within the C-2 zoning category shall require a conditional use permit.~~

~~The measurement of distances for purposes of this section shall be from property line to property line along the customary or common route or path of travel. The term "parcel of land" means any quantity of land capable of being described by location and boundary, designated and used or to be used as a unit.~~

~~M. *Miscellaneous.*~~

1. ~~Nothing contained in this article shall be deemed to permit or condone any activity whatsoever which is otherwise declared to be obscene or illegal by the Official Code of Alpharetta or the statutes of the State of Georgia, or in violation of any prohibition upon nudity or sexual activity as provided for in such City code or statutes of the State of Georgia; and further, the location of the activities and uses which are regulated and permitted by this article shall only be allowed if they are not obscene and not in violation of any other such prohibitions on nudity or sexual activity. This paragraph shall supersede and limit all other provisions of this article.~~
2. ~~It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this enactment are severable, and if any phrase, clause, sentence, paragraph or section hereof shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this enactment, since the same would have been enacted by the Mayor and City Council without the incorporation herein of any such unconstitutional phrase, clause, sentence, paragraph or section.~~

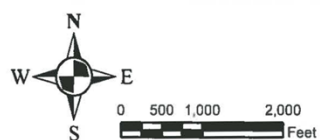
~~3.—This article shall become effective immediately upon its adoption. All ordinances or parts of ordinances in conflict with this article are hereby repealed. The article shall become part of the Official Code of Alpharetta.~~

SECTION 3.7 - NORTHPOINT ACTIVITY CENTER GUIDELINES

3.7.1 Proposed design guidelines for the North Point Parkway Center; introduction.

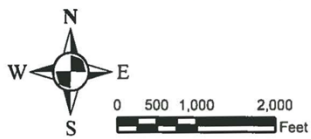
The purpose of the North Point Activity Design Guidelines is to encourage new development and redevelopment within the commercial areas that foster greater pedestrian connectivity and spaces; buildings and landscaping that contribute to the physical definition of thoroughfares and public gathering spaces. The North Point Activity Center generally includes the area from Georgia 400 to North Point Parkway, between Rock Mill Road and Mansell Road (Figures 1 and 2 attached).

Currently these areas are zoned either Planned Shopping Center (PSC), Office-Institutional (O-I), and Community Unit Plan (CUP). This document does not change the underlying zoning or land use. The document does limit the amount of parking and drive isles between the roadway and building, requires maximum setbacks instead of minimum setbacks and requires streetscape construction. In 2010 the North Fulton Community Improvement District recommended that a standard set of conditions be established for the North Point Activity Center related to height, streetscape and building architecture and location. The following proposed design guidelines were based on an evaluation of previously approved Conditions of Zoning from master planned developments within the City of Alpharetta such as Cousins Westside and those that most reflect the Blueprint North Fulton vision.



February 2015

Page 2



North Point Activity Center

February 2015

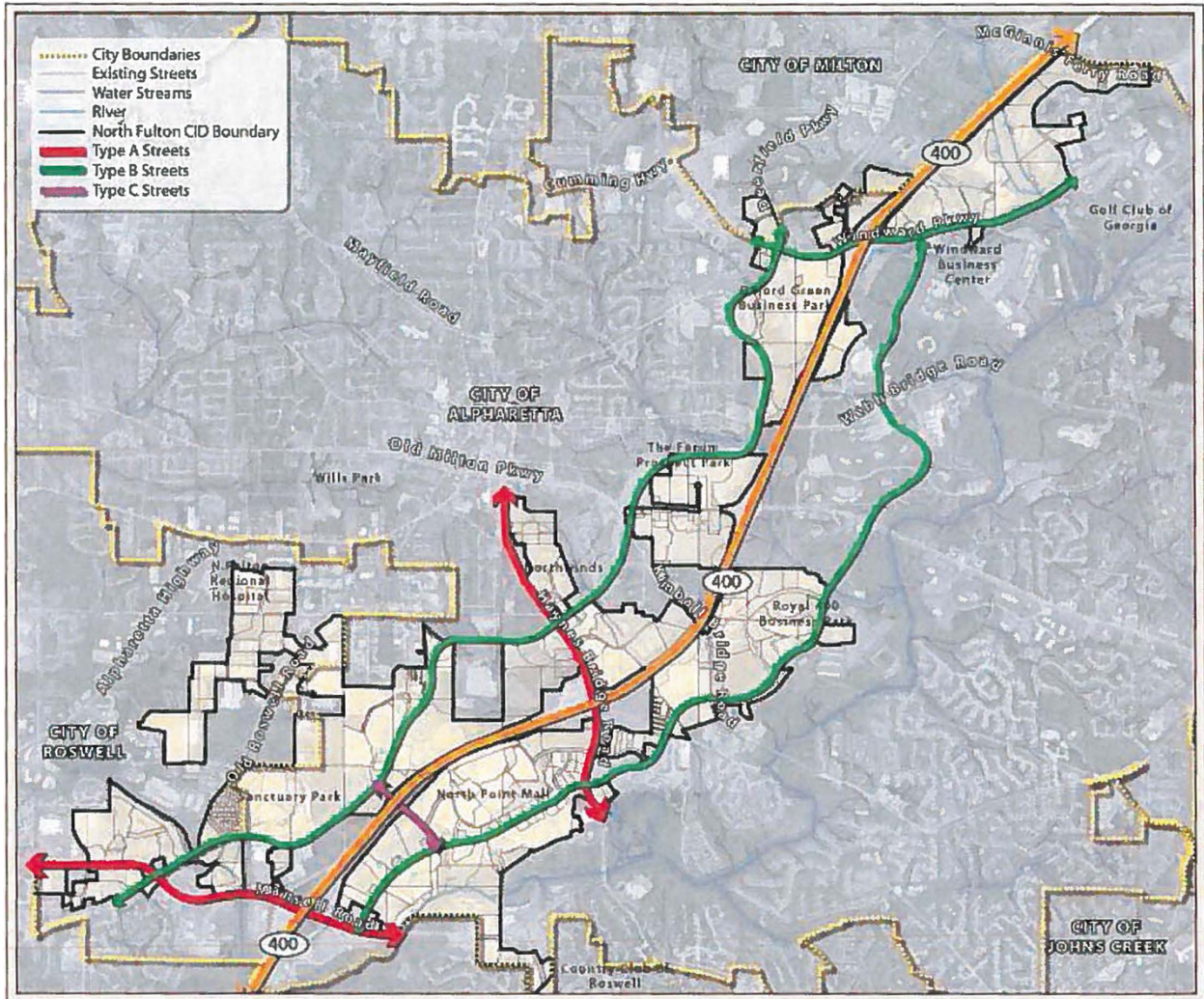
Figure 2

([Ord. No. 699, § 1\(Exh. A\), 2-16-2015](#))

3.7.2 General conditions.

Conditions ~~recommended~~ required for North Point Activity Center:

1. Sidewalks, decorative street lights and cross walks, benches, planters, kiosks, trash receptacles, bicycle racks and other street furniture along major corridors (Mansell, Haynes Bridge, North Point Parkway, Westside Parkway, Encore Parkway) ~~should~~ shall maintain coordinated appearance in keeping with the Blueprint North Fulton Design Guidelines (attached). Within individual developments, lights and cross walks, benches, planters, kiosks, trash receptacles, bicycle racks and other street furniture items ~~should~~ shall be incorporated throughout the development and subject to approval by the City of Alpharetta may be of a different style than the Blueprint North Fulton Design Guidelines to provide a unique character within the development itself.
2. For each proposed development, design guidelines related to building setbacks, architecture, materials, and permitted colors must be submitted to the City of Alpharetta for review and approval. Building materials to include stone, brick, stucco, glass and synthetic stone or stucco. Ground floor commercial facilities along roadways shall have no less than 25% and no more than 65% clear glass along the roadway facades.
3. Building shall face streets with a primary entrance opening directly onto adjacent public sidewalk or greenspace. Within the North Point Activity Area, building heights along major corridors ~~should~~ shall be no less than two stories or 20-feet in height.
4. Signage related to the development shall be composed of the same building materials as primary structures. One additional wall sign shall be permitted up to 24 square feet in size. This additional wall sign shall be located on the back of the building facing parking lot, alley, park or other public space.
5. Transportation systems shall include potential greenway links to corresponding facilities abutting the development and direct sidewalk connections to pedestrian facilities along major corridors. Pedestrian and bicycle networks shall be interconnected internally and provide access to all formal greenspaces, and transit loading areas on the site or adjacent to the site.
6. Curb cuts along major corridors shall be minimized to limit breaks within the sidewalk/bicycle network, particularly along established bicycle routes. Curb cuts ~~should~~ shall be no less than 400 feet apart on primary automobile corridors and no less than 200 feet apart on pedestrian corridors.
7. Bus drop-off area with shelter shall be provided as appropriate.
8. A sculpture and/or landscaped focal point ~~should~~ shall be located on prominent sites of the development, such as street intersections, traffic roundabouts, development entrances, or in formal greenspaces (see definition under "Greenspace").
9. Within the North Point Activity Area on-street parking shall count towards meeting the proposed development's parking requirements.



Street Classification Map

Standard Conditions:

Site Regulations. For the Site Regulation Table below, Type A corridors shall be defined as Mansell Road and Haynes Bridge Road. Type B corridors shall be defined as North Point Parkway and Westside Parkway. Type C corridors shall be defined as Encore Parkway and **new all other** internal streets, **existing or proposed**.

SITE REGULATION TABLE

	Type A Corridors	Type B Corridors	Type C Corridors
Minimum building setback from required sidewalk	20 feet	10 feet	None

area			
Maximum building setback from required sidewalk area	100 feet	60 feet	10 feet
Surface parking	Shall be screened and shall not be clearly visible from the public right-of-way or adjacent sidewalk.	No more than one row of parking (parallel with the roadway) shall be allowed between primary buildings and the public right-of-way. A landscape buffer no less than 10 feet in width must be provided between the public sidewalk and surface parking.	Surface parking must be located behind or beside primary buildings. If parking is located to the side it shall be screened and shall not be clearly visible from the public right-of-way or adjacent sidewalk. No parking or driveways parallel to the roadway shall be allowed between primary buildings and the public right of way.
Minimum Furniture Zone Width (buffer between roadway/curb and pedestrian sidewalk) ⁽¹⁾	8 feet	10 feet	6 feet
Minimum Sidewalk Width ⁽¹⁾	12 feet	15 feet	15 feet
Street and Pedestrian Lighting Spacing	60 feet on center	60 feet on center	50 feet on center
Street Tree Requirement	60 feet on center	30 feet on center	50 feet on center

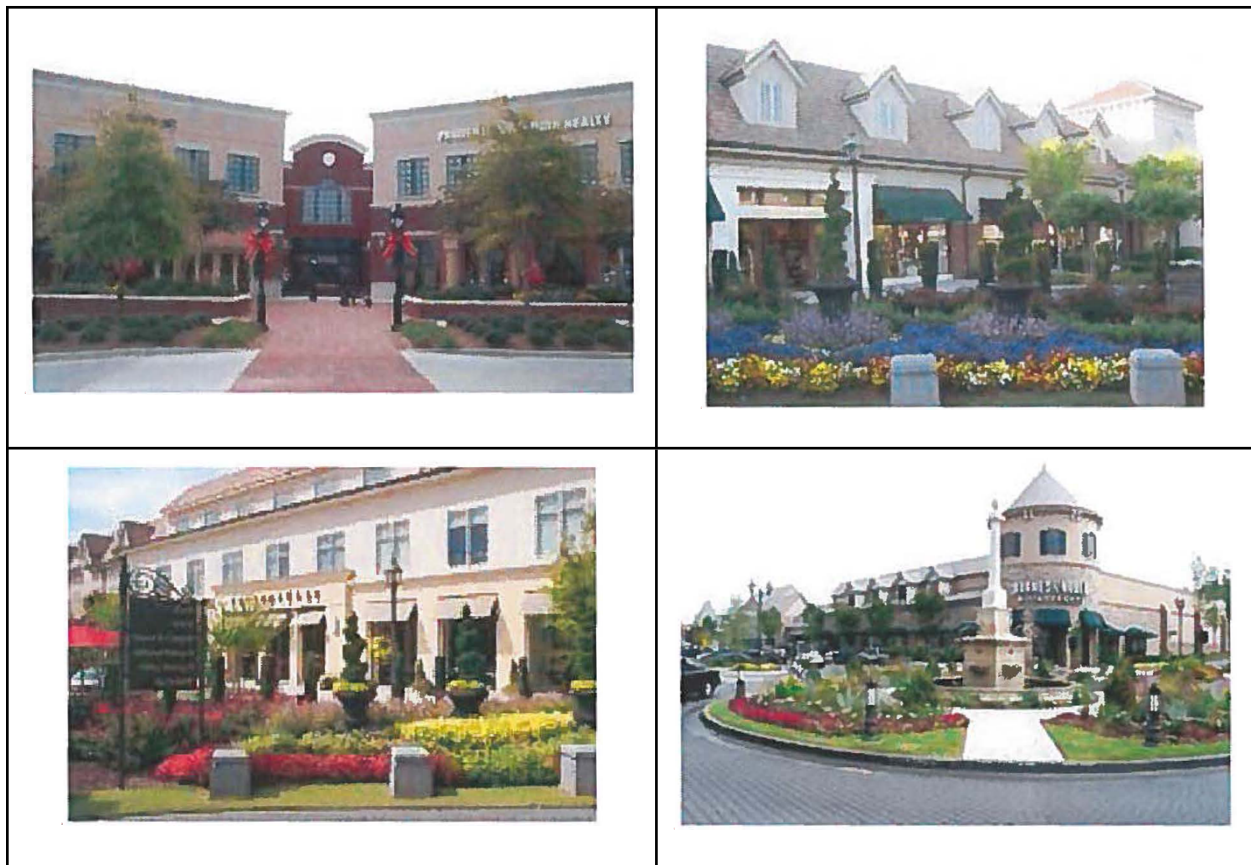
(1) Width may be reduced due to site conditions at staff discretion.

Greenspace.

1. Each planned development must set aside 15% of its total lot area as greenspace.

2. Greenspace shall consist of two types: natural and formal.
 - Natural greenspace shall consist of floodplains, steep slopes, wetlands, and large specimen trees.
 - Formal greenspace shall consist of greens, commons, and parks that are defined by building walls, streets, and street trees and shall be publicly accessible during typical operating hours (daylight hours).
3. At least 30% of the required greenspace (Item 1 above) shall be set aside as formal greenspace.
4. Views of formal greenspace shall be maximized by locating such areas in highly visible locations as often as possible. Formal greenspaces must be bordered on one side by a public roadway with all appropriate sidewalk facilities.
5. Greenspace requirements may be reduced do to site constraints at staff discretion.

Formal Greenspace Examples:



Roadways and Parking.

6. The proposed street network on the site shall form a generally connected grid pattern. All streets with the exception of loop streets shall terminate at other streets and at least two streets shall provide connections to existing or proposed through-streets or collectors outside the site, wherever practical.

7. Parking structures visible from the public right-of-way (roadway or adjacent sidewalks) along major corridors shall be faced with similar materials as primary buildings.
8. Minimum parking requirements are twenty percent (20%) less than required per the UDC. Parking requirements may be further reduced based upon an Urban Land Institute shared parking analysis or other parking analyses acceptable to the City of Alpharetta.
9. To encourage efficient land use and shared parking, the impervious area of surface parking stalls ~~may shall~~ not exceed the surface area of the building supported.
10. Parking Lot Landscaping.
 - a. All parking areas shall be suitably landscaped with approved species of canopy trees and ground cover. Berming may also be required.
 - b. Per the UDC, 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. Shrubs and trees in quantities as specified above shall be provided to screen all parking lots, utility areas, dumpsters and detention ponds.
 - c. Any row of parking with 8 or more cars must be broken up with a landscaped island.
 - d. Each landscaped island shall provide no less than 200 square feet of earth per tree.
 - e. Landscaped areas within the interior of the parking area may be designed as bio-retention areas, using inwardly draining swales without curbs, in lieu of raised planting areas surrounded by curbs, provided that each parking space provides a wheel stop and provided that depressed areas adjacent to driving aisles are surrounded by painted lines or flush curbing to separate landscaping from driving aisles.
 - f. Landscape design and material selection shall consider practices of water conservation and xeriscape. Use of indigenous materials is encouraged. Plant materials should be arranged so that plants that require similar amounts of irrigation are placed together wherever possible.

(Ord. No. 699, § 1(Exh. A), 2-16-2015)

3.7.3 North Point Activity Center graphic standards.



Trash Receptacle



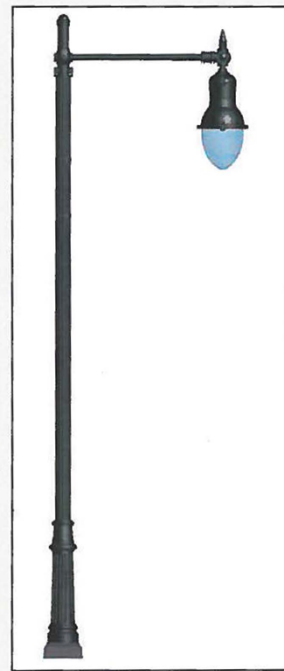
Victor Stanley litter container model A-36 Steelsites (36 gallon) with latch door hinge. Lid to have stainless steel ash tray, color to be powder coat black. Matches Alpharetta standard from Memorial Park.

Lighting



16-foot, Utility Tuscon light fixture on Salem pole from Holophane, Black. Based on City of Alpharetta Granville standard.

Pedestrian Light



25-30 foot, Memphis Style light fixture and Camden crossarm on Salem pole from Holophane, Black. New fixture type proposed for CID corridors.

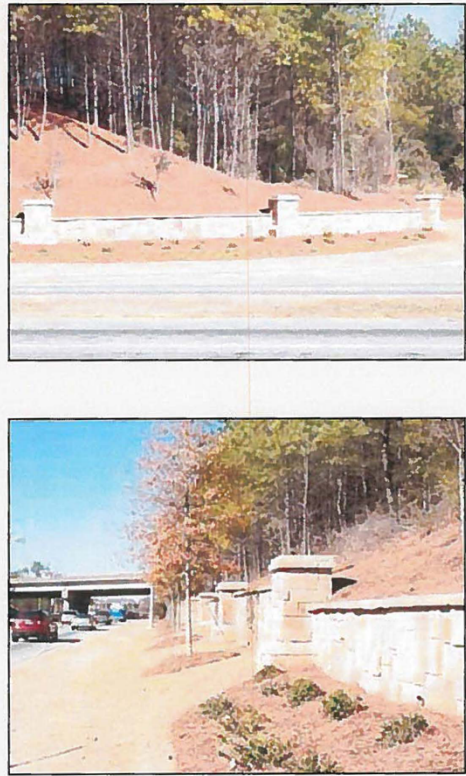
Streetlight

Recommended Sidewalk Paver

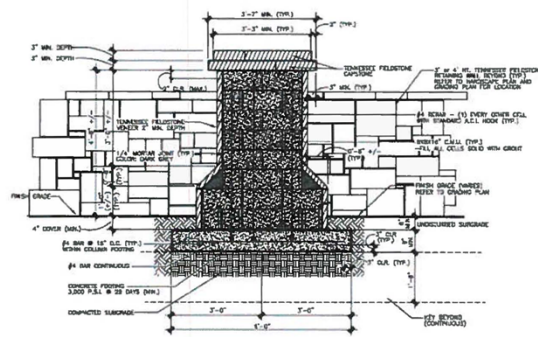


Sidewalk paver for limited use as an accent at high traffic pedestrian areas (typically corner treatments at intersections). The paver color is intended to blend with the Tennessee Fieldstone first used on the walls along Mansell Road. The images to the left depict the character and patterning intended for the pavers. A final color specification is under development and to be determined.

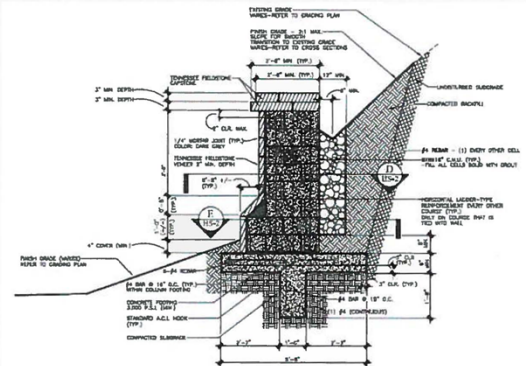
Stonework - Mansell Road Example



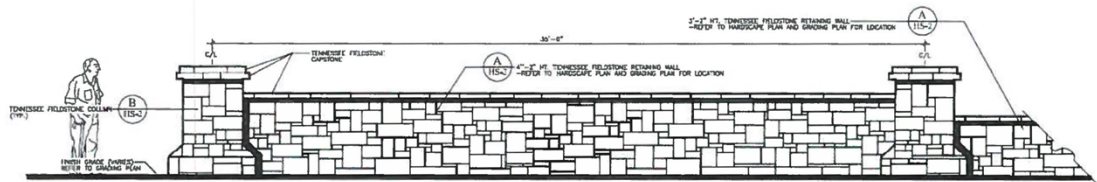
Standard Retaining Wall



B TENNESSEE FIELDSTONE VENEER WALL COLUMN SECTION
(HS-2) NOT TO SCALE

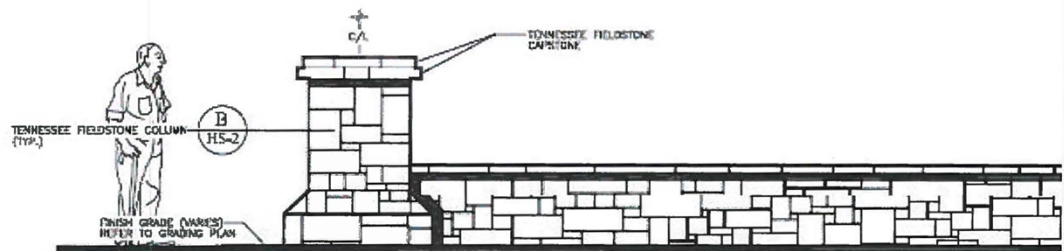


C TENNESSEE FIELDSTONE VENEER WALL COLUMN SECTION
(HS-2) NOT TO SCALE



A 4' HT. TENNESSEE FIELDSTONE VENEER WALL ELEVATION
(HS-2) NOT TO SCALE
STRAIGHT PORTIONS ONLY

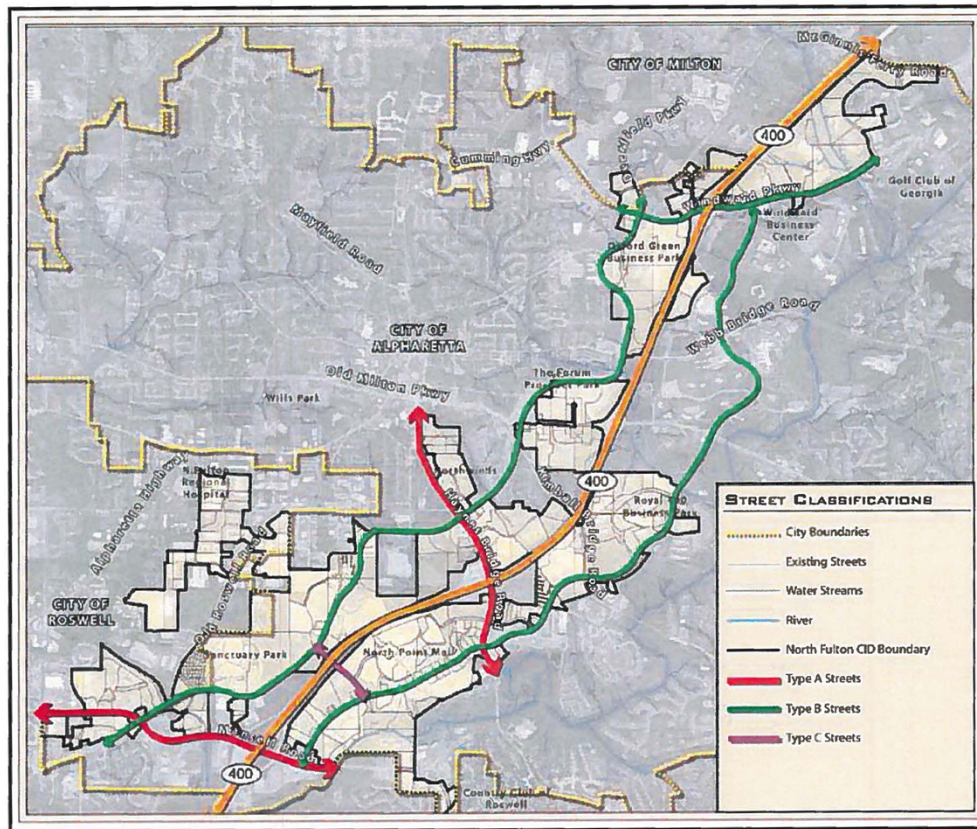
Standard Seat Wall

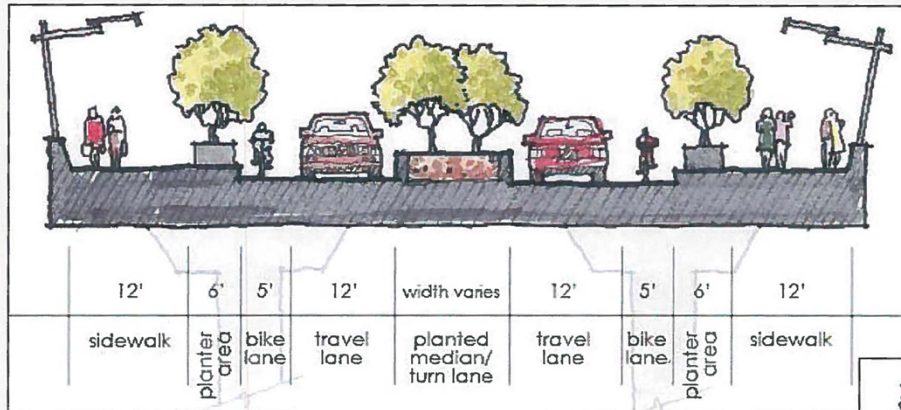


Seat wall standard based on the Tennessee Fieldstone retaining walls constructed along Mansell Road. The seat wall is expected to be used in limited locations to overcome small grade differences where appropriate.

(Ord. No. 699, § 1(Exh. A), 2-16-2015)

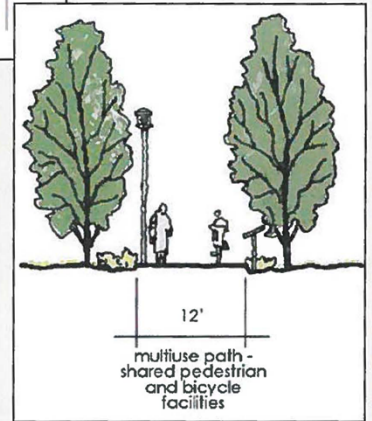
3.7.4 Roadway types and dimensions.





Encore Parkway Bridge Section Diagram

North Point LCI recommended improvements to Encore Parkway bridge over Georgia 400



Multiuse Path Section Diagram



BEFORE: Encore Parkway bridge over Georgia 400

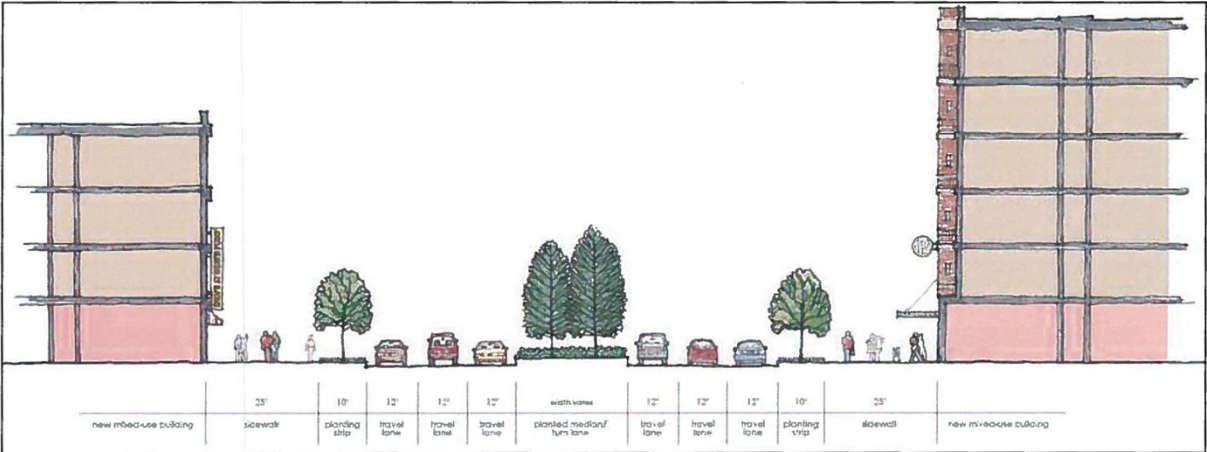
Encore Parkway Bridge Photomontage

AFTER: North Point LCI recommended improvements to Encore Parkway bridge over Georgia 400 including on-street bicycle lanes, 6 foot landscape/hardscape zone with lighting and landscaping, and 10-15 foot pedestrian sidewalks



15' Sidewalk
Street lights approx. 60' o.c.
Planted Median
5' Bicycle Lane
6' Furniture Zone

North Point Parkway Section Diagram (Type B Street)



North Point Parkway recommended (major arterial pedestrian street) cross section with 10-foot landscape buffer and 15-25 foot pedestrian sidewalk

North Point Parkway Photomontage (Type B Street)



BEFORE: North Point Parkway looking south from Encore Parkway

AFTER: North Point Parkway with potential future development and open space on the west side

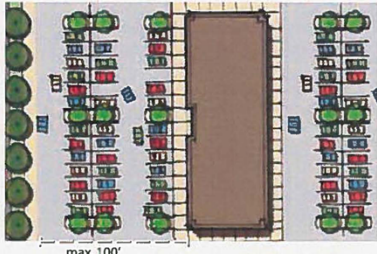
15-25' Sidewalk
Street lights approx. 60' o.c.
10' Planting Strip



(Ord. No. 699, § 1(Exh. A), 2-16-2015)

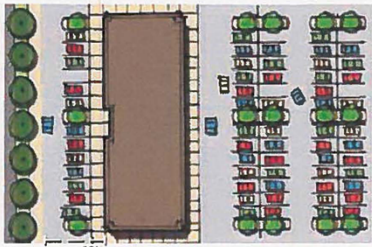
3.7.5 Illustrated zoning regulations.

TYPE A
Minimum Setback 20'
Maximum Setback 100'



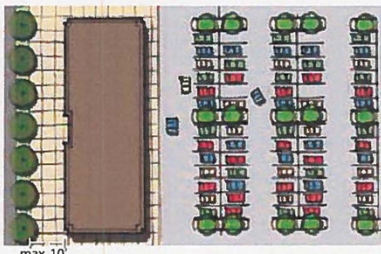
max. 100'

TYPE B
Minimum Setback 10'
Maximum Setback 60'



max. 60'

TYPE C
Minimum Setback 0'
Maximum Setback 10'



max. 10'

Building setbacks in tiers

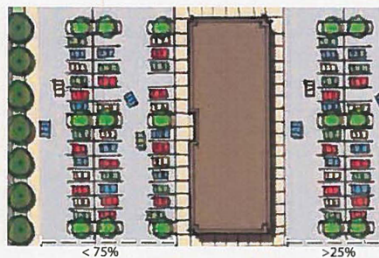
Building setbacks have an important impact on the public realm and sense of place. Buildings built closer to the street can add a spatial dimension and safety to pedestrians and drivers creating a more walkable, high character place.

- o Type A Streets: Roadways intended primarily for through traffic should have a minimum setback of 20 feet to buffer development from roadways and a maximum setback of 100 feet.
- o Type B Streets: Roadways intended to serve new commercial/retail services should have minimum setbacks of 10 feet to reinforce pedestrian sidewalks and a maximum setback of 60 feet creating more walkable environments.
- o Type C Streets: Roadways serving a mixed use center should accommodate multiple modes of transit, cars, pedestrians and bikes. Buildings should be positioned at the back of pedestrian sidewalks or have a maximum setback of 10 feet to promote a walkable, high character environment.

Parking

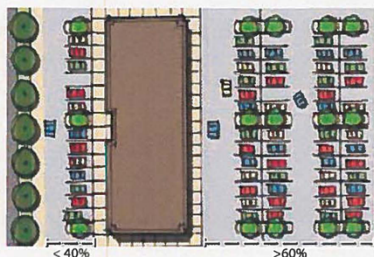
TYPE A

Greater than 25% rear yard parking



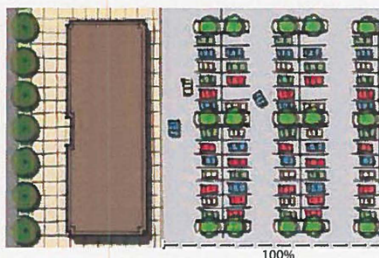
TYPE B

Greater than 60% rear yard parking



TYPE C

Less than 25' setback
100% rear yard parking

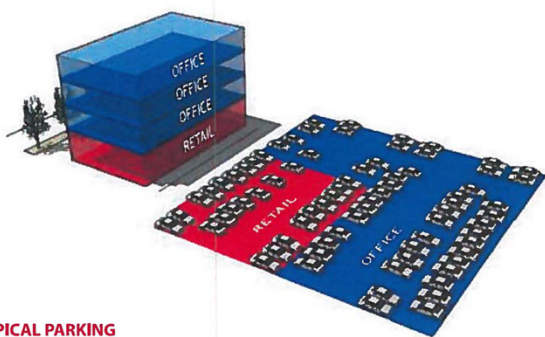


Similar to building setbacks, parking has a significant impact on an area's character. Rather than requiring blanket parking requirements for certain types of development, it can be helpful to limit parking between roadways and primary buildings based on the location of a development, the anticipated land use pattern, and transportation connectivity. For example, new parking standards may require 100% rear parking along Type C streets in key activity centers, require 60% rear parking along Type B streets or for neighborhood centers, and require only 25% rear parking along Type A roads or in transitional areas of the community.

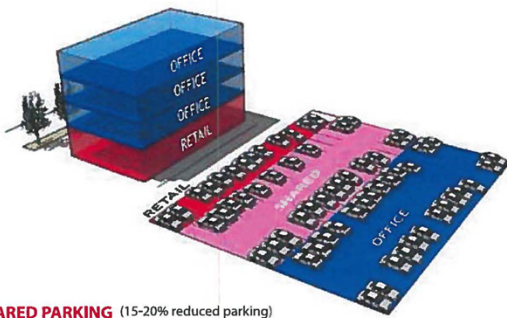
Shared parking standards

Regulatory intervention can help ensure that the best use of the land is not hindered by unnecessary development requirements. By allowing or requiring shared parking between uses with different time demands (such as condominiums and office space), land dedicated to parking can be minimized while pedestrian amenities and greenspace are maximized.

TYPICAL PARKING



SHARED PARKING (15-20% reduced parking)



[\(Ord. No. 699, § 1\(Exh. A\), 2-16-2015\)](#)



City Council Meeting STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE: HISTORY ROOM CONSTRUCTION SERVICES

THIS ITEM WAS TABLED AT THE OCTOBER 24, 2016 COUNCIL MEETING AND WILL NEED TO BE REMOVED FROM THE TABLE TO DISCUSS.

II. RECOMMENDATION:

Please authorize the Mayor to amend the professional services contract with Malone Design/Fabrication to incorporate construction services for the History Room in an amount not to exceed \$244,780.

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: \$244,780.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30113230-541300-C1501 History Room (City Center)	\$244,780.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

On August 10, 2015, City Council authorized the Mayor to execute a contract with Malone Design/Fabrication for Design Services for the History Room in response to an RFP for \$53,500 (including reimbursements). Since then, the firm has been meeting with City representatives and members of the Alpharetta Historical Society as well as others in the community to finalize the schematic design of the History Room. A presentation of the design was presented before City Council on August 1, 2016. Based on the feedback, Malone has prepared a proposal for the fabrication and installation of materials necessary to complete the History Room.

The award to Malone Design/Fabrication for construction of the History Room is \$244,780, which is fully budgeted. The projected post installation walk-through is February 16, 2017. The proposal, design documents, and related materials are attached.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Malone Phase 2 Proposal, Final Design, Final Text Draft, Graphic Typical Designs, Schedule, Alpharetta History Room Design Services Contract 16-102

to: Tom Harris**date:** 11/09/2016

from: Brad Parker**pages:** 1

re: Alpharetta City History Room:Phase 2 – Implementation and Interior Build-out Completion

Scope of Work

Phase 2 – Implementation

Based on the final comments to the final design package dated 9/21/2016, Malone Design/Fabrication will produce shop drawings and graphic production files, fabricate exhibit structures and scenic elements, produce graphics, produce media, install finished exhibits, and provide City with close-out package.

Final Design Package, Final Text, Graphic Typicals, and the revised schedule are available for download at the DropBox link below:

<https://www.dropbox.com/sh/ypbgp247sshw61x/AADdasxV0FlxRhvhrORZpNrwa?dl=0>

Interior Build-out Completion

Malone will provide the materials and installation of the electrical /lighting and carpet scopes of work which were previously going to be provided by the City.

Price

Phase 2 – Implementation	\$225,000
Sub-total Phase 2 – Implementation	\$225,000
Electrical and Lighting	\$11,200
Carpet	\$8,580
Sub-total Interior Build-out Completion	\$19,780
Total (all-inclusive)	\$244,780

Terms

Continuation of terms of existing contract

Schedule

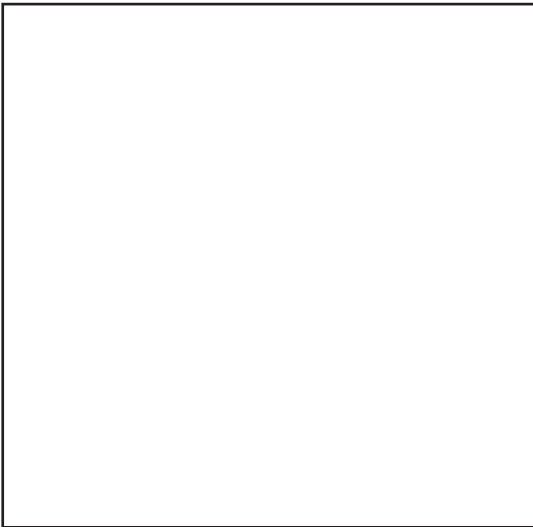
TBD

Alpharetta + Old Milton County History Museum

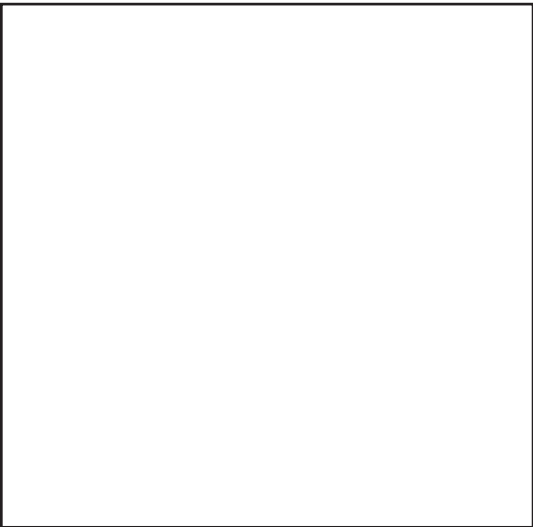
Final Design

09.2016





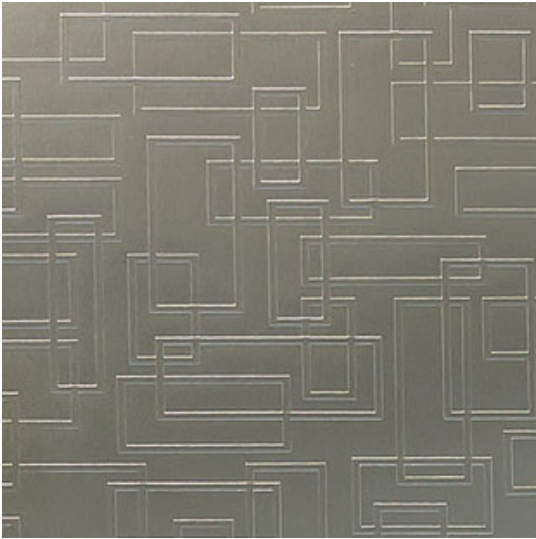
P1
ALABASTER 876/ EGGSHELL FINISH
BENJAMIN MOORE



HPL1
FROSTY WHITE 1573-60
WILSONART



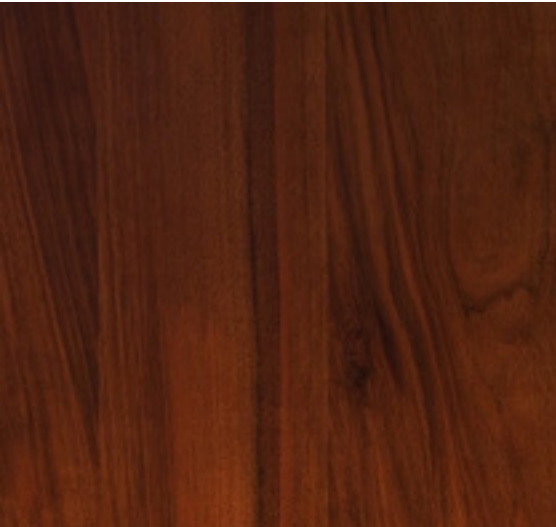
HPL2
LAMIN-ART
#501-U BLEACHED BURLAP
BURLAP FINISH



HPL3
CUSTOM DIRECT PRINT METAL DETAIL
#6257 (419) SATIN BRUSHED NATURAL ALUMINUM
WILSONART DECORATIVE METALS



M1
SANDED ALUMINUM



W1
ARBORITE LAMINATE
W-447 FP AFROMOSIA GHANA

**THESE COLORS ARE NOT NECESSARILY ACCURATE TO ACTUAL MATERIALS, BUT ARE THE REPRESENTATIONS OF THESE MATERIALS IN THE DRAWINGS THAT FOLLOW. PLEASE REFER TO ACCOMPANYING MATERIAL BOARDS FOR ACTUAL FINISHES.*

MATERIALS



Alpharetta & Old Milton County
History Museum
FINAL DESIGN



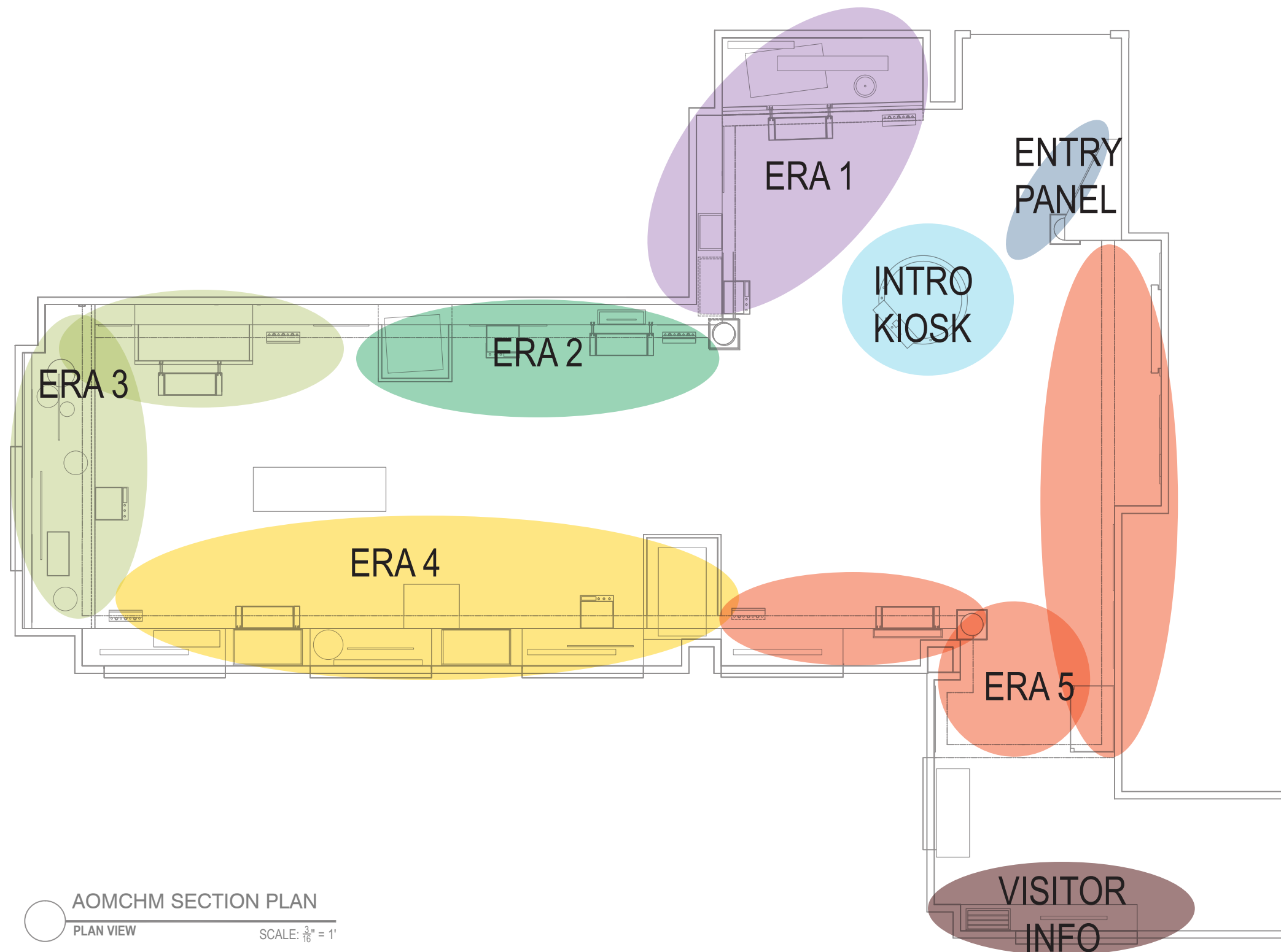
☐ APPROVED
(No changes)

☐ APPROVED AS NOTED
(See above)

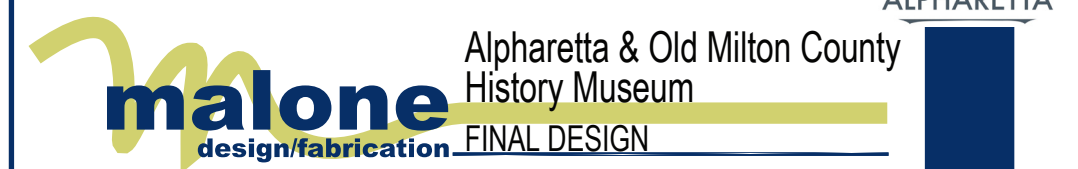
☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

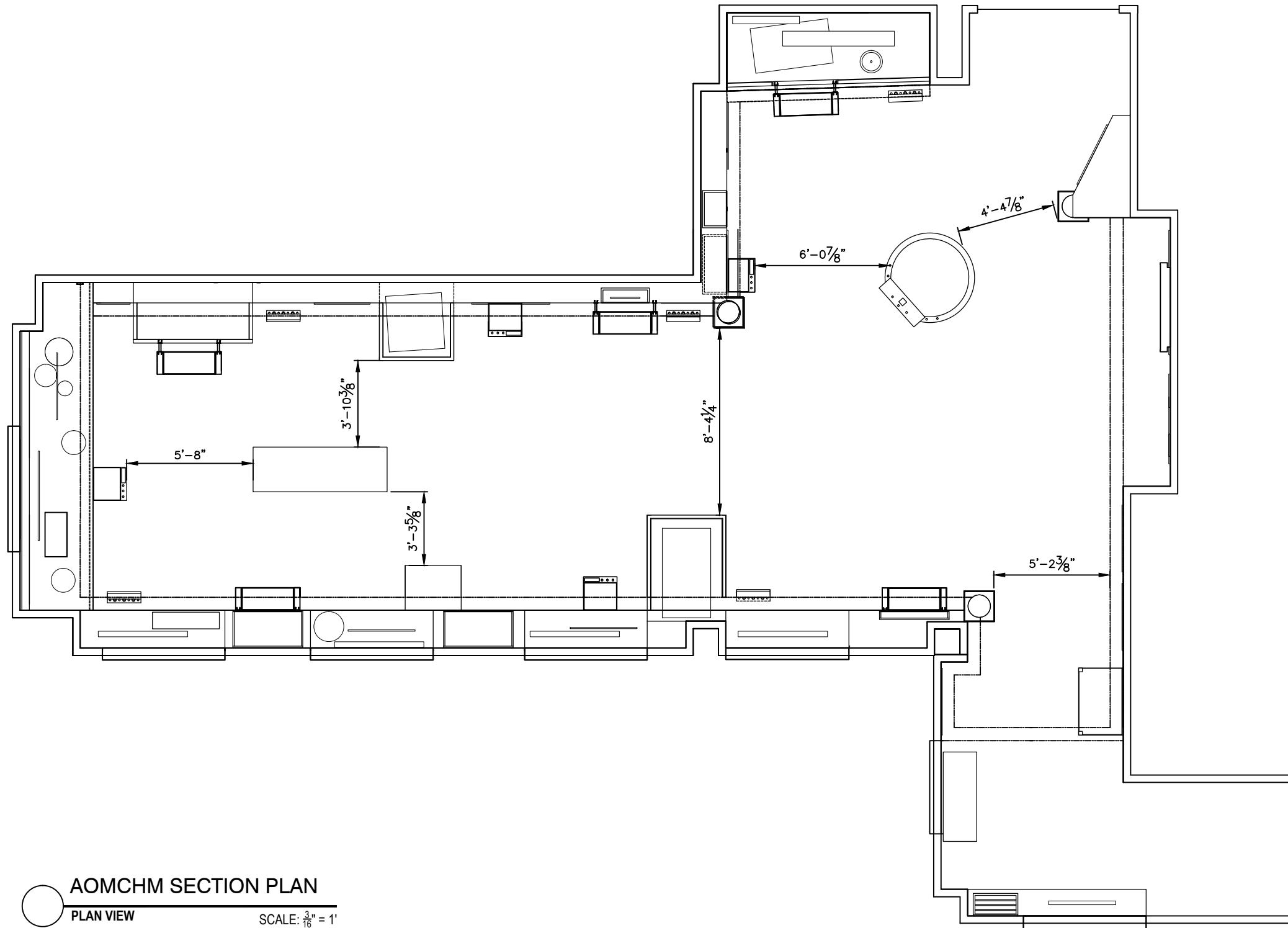


UPDATED BUBBLE PLAN



☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE	DATE

Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016



PLAN VIEW

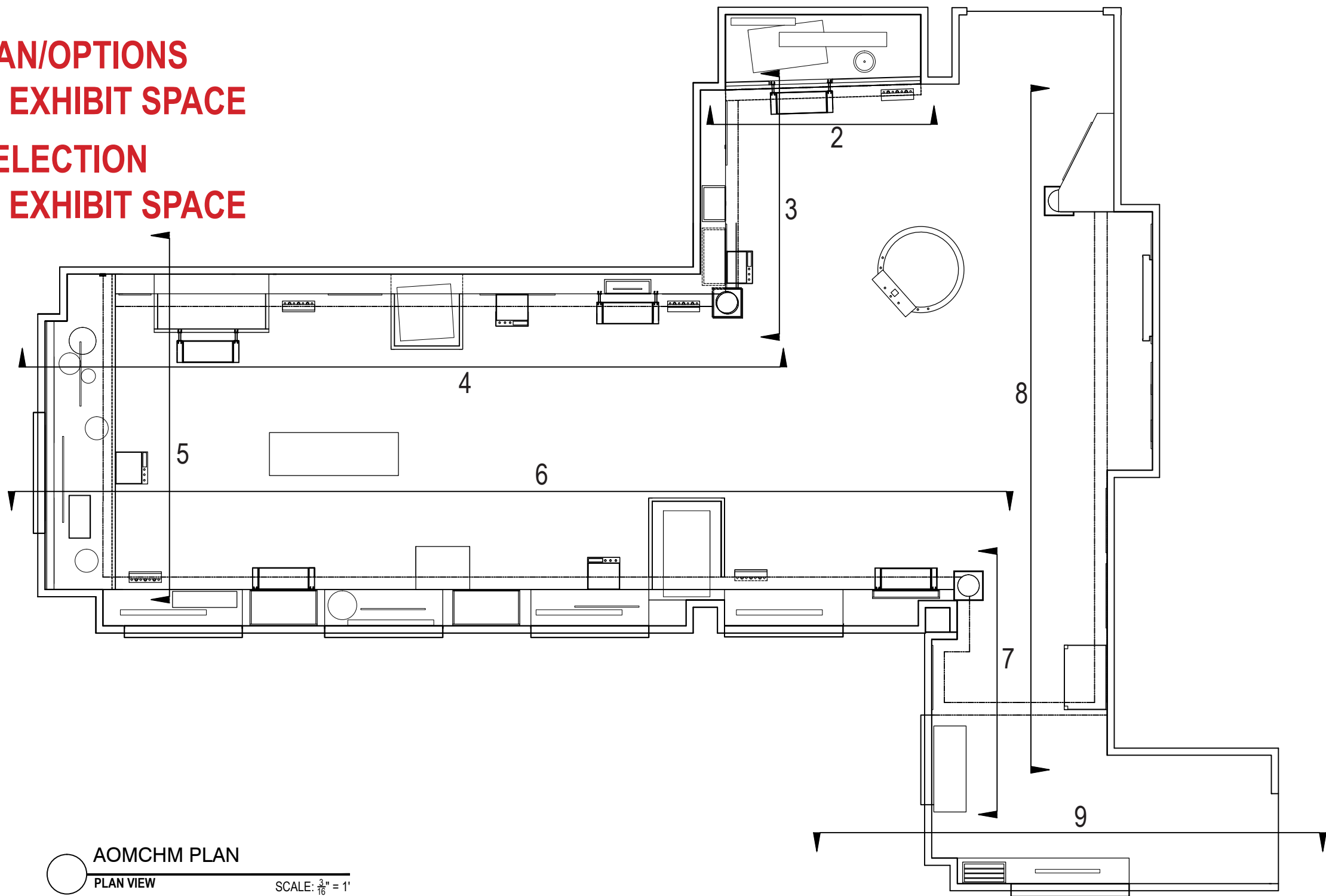


malone design/fabrication
 Alpharetta & Old Milton County History Museum
 FINAL DESIGN

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE	DATE
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Job #15035	Drawn/Checked: SB/LG	DATE: SEPTEMBER 2016	3
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LIGHTING PLAN/OPTIONS
NEEDED FOR EXHIBIT SPACE
FLOORING SELECTION
NEEDED FOR EXHIBIT SPACE



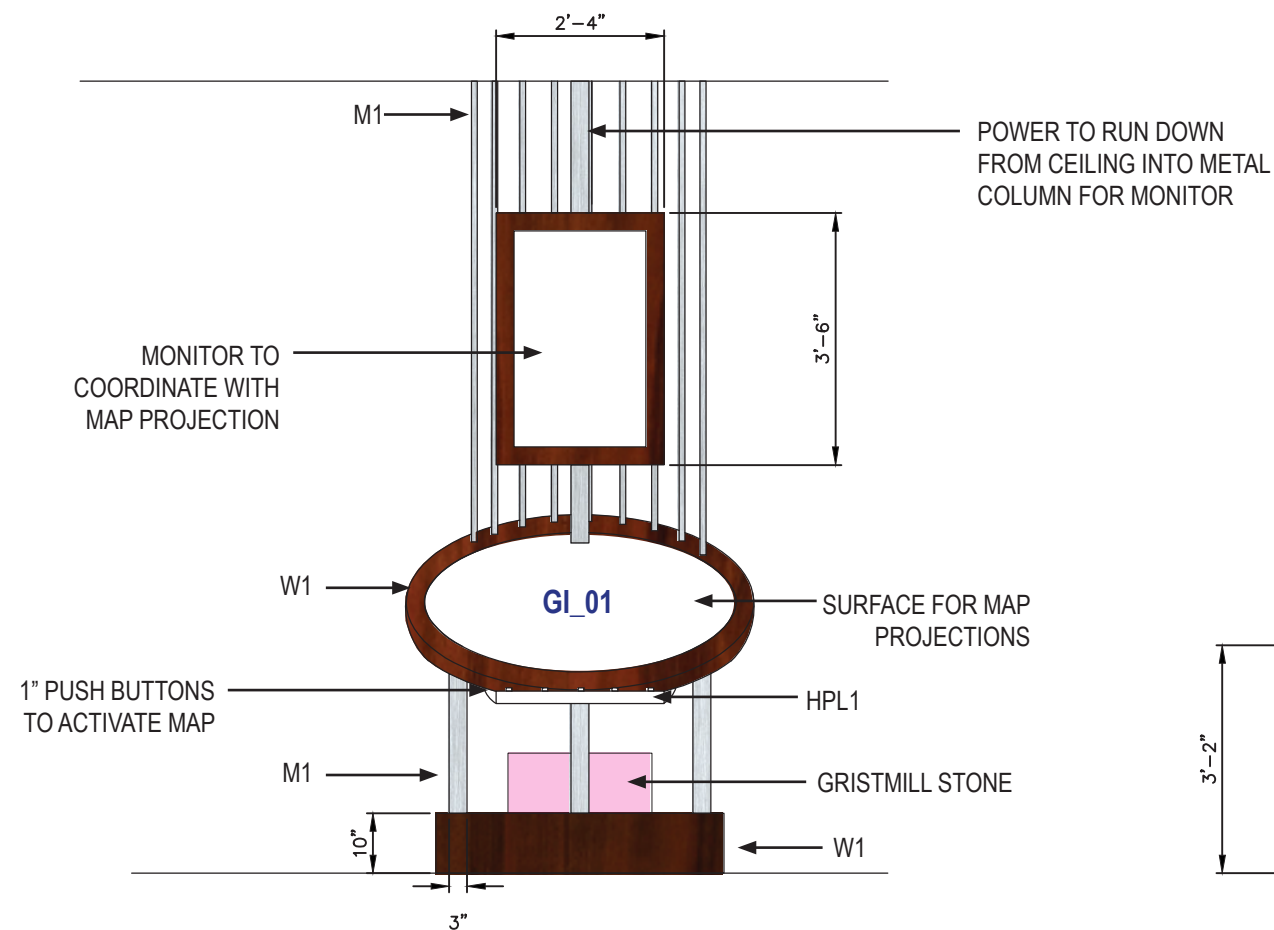
SECTION PLAN

malone design/fabrication
Alpharetta & Old Milton County History Museum
FINAL DESIGN

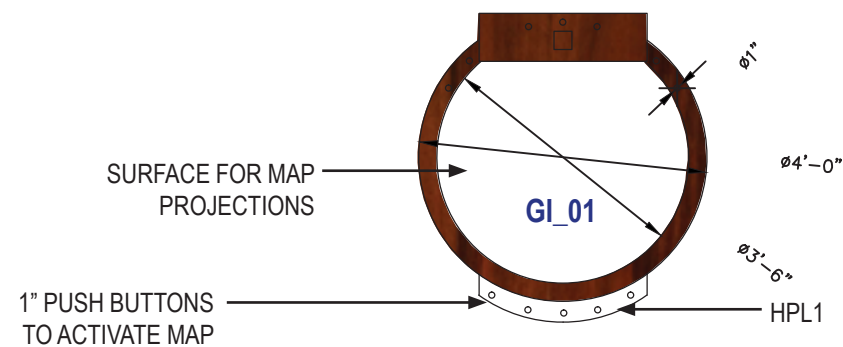


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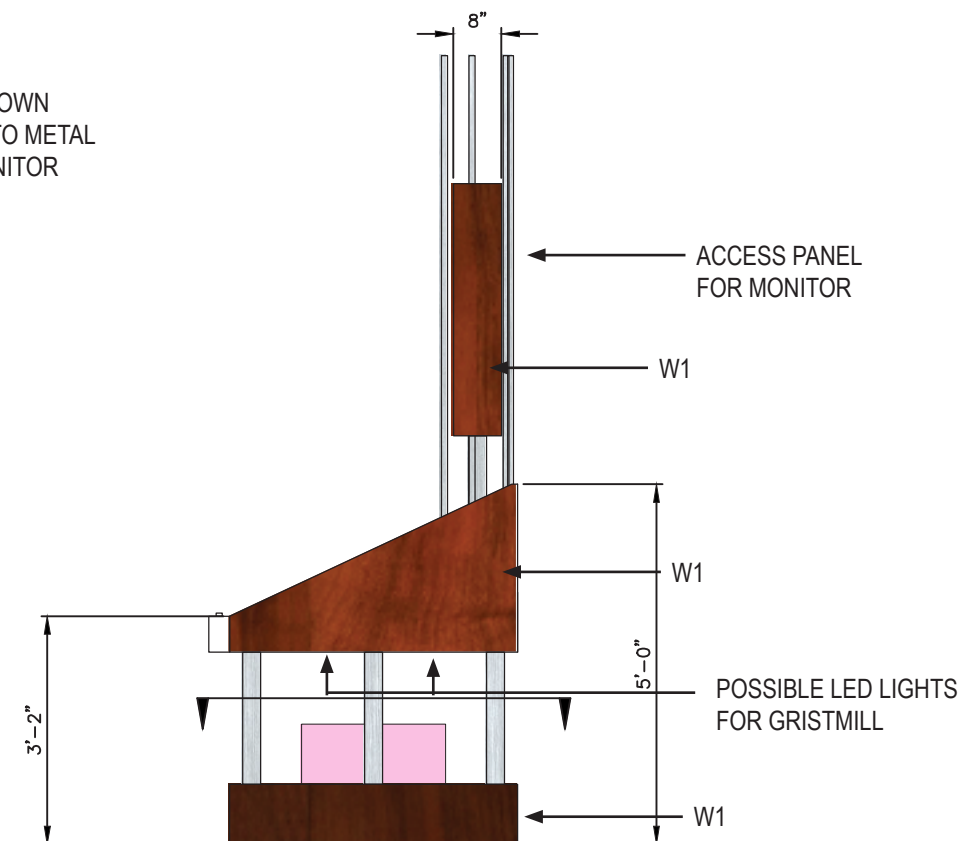
Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016



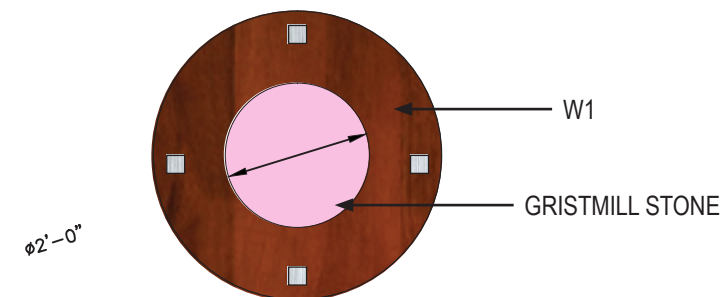
INTRO KIOSK INTERACTIVE
FRONT VIEW SCALE: $\frac{3}{8}" = 1'$



INTRO KIOSK INTERACTIVE
PLAN VIEW SCALE: $\frac{3}{8}" = 1'$



INTRO KIOSK INTERACTIVE
SIDE VIEW SCALE: $\frac{3}{8}" = 1'$



INTRO KIOSK INTERACTIVE
SECTION PLAN VIEW SCALE: $\frac{3}{8}" = 1'$

GRISTMILL STONE



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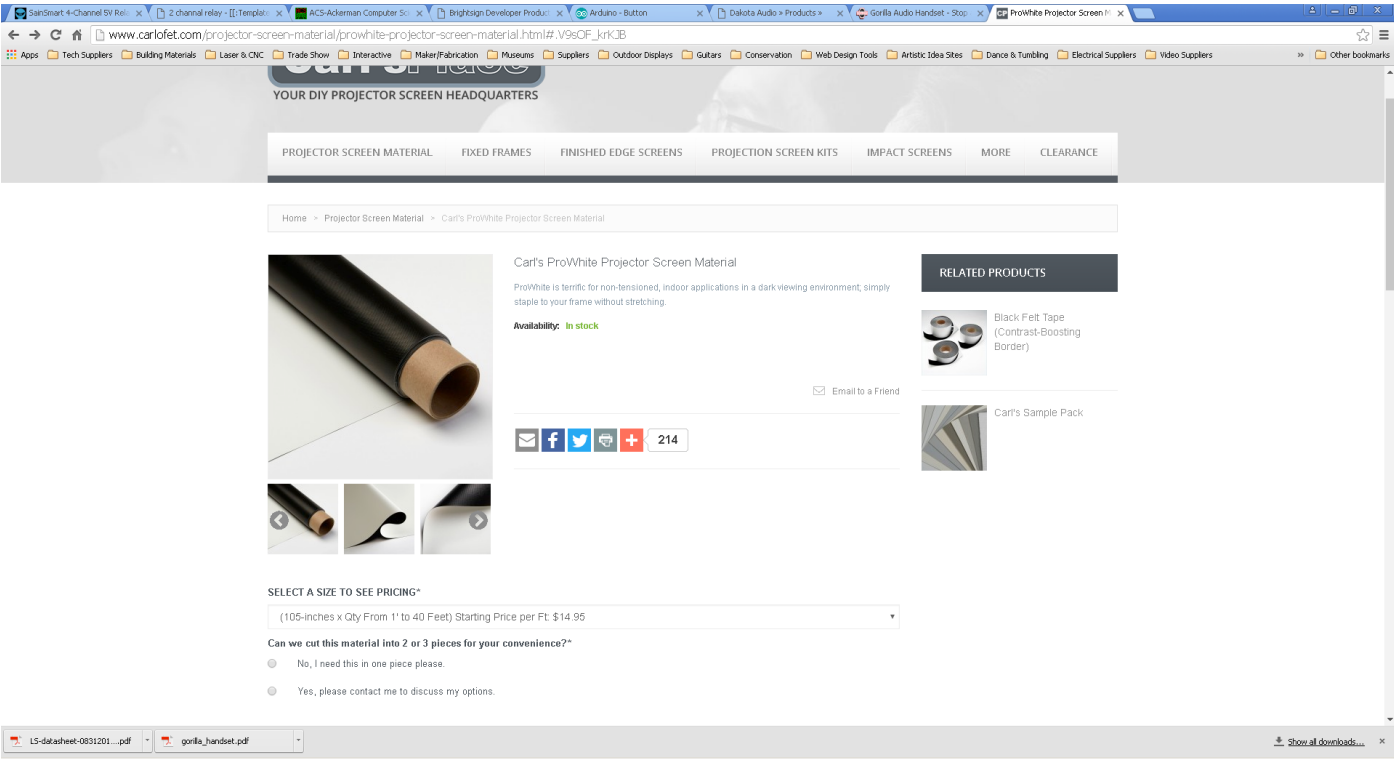
INTRO KIOSK INTERACTIVE

Alpharetta & Old Milton County History Museum

malone design/fabrication FINAL DESIGN

Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016

5





WHITE PUSHBUTTON WITH HORIZONTAL MICROSWITCH

Part # 58-9111-L

In Stock

QTY: **ADD TO CART**

★★★★★
5 out of 5
Rated By 11 Customers



BRIGHTSIGN LS

**SIGNATURE BRIGHTSIGN RELIABILITY.
AFFORDABLE ENTRY-LEVEL PERFORMANCE.**

BrightSign's fully featured commercial-grade player provides a far superior alternative to the consumer devices sometimes chosen for price-sensitive installations. Based on the award-winning BrightSign HD platform, BrightSign LS delivers our signature reliability and affordability. A robust feature set, including H.265 and Full HD video decoding, entry-level HTML5 performance, USB 2.0 (type C), and networking, is provided in a very small form digital signage media player.



BrightSign LS423 Entry-Level Media Player

The small form, commercial-grade BrightSign LS423 is fully featured to run circles around the competition. Network connected and featuring H.265 and 1080p60 video playback, entry-level HTML5 support and USB (type C) interactivity, this model is perfect for simple streaming applications and large deployments of common content.

Features

H.265 HEVC	1080p60 single decode	Entry-Level HTML5	IP Streaming	BrightBeacon™	BrightWall™	Zones	Interactive
Live Feeds	Geo-Fencing	Tagging	BrightSign App	Sign Preview	Remote Snapshot	BrightPlates™	100base T Networking
8-Display							

BrightSign, LLC, 16780 Lark Ave., Suite B Los Gatos, CA 95032 | USA 408-852-9263 | International +44 1223 298500 | www.brightsign.biz

INTRO KIOSK INTERACTIVE SPECS



Alpharetta & Old Milton County
History Museum

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6

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Digital Signage

CDP4262-L

CDP4262-L

42" High-Performance, Narrow Bezel Commercial LED Display



Like 0 Share

Compare



Features

Specifications

Downloads

The ViewSonic CDP4262-L is a 42" high-performance, professional-grade commercial LED display with 700-nit brightness. Durable and reliable, this display solution can be operated 24 hours a day, 7 days a week, and is designed for environments where high brightness is required. Featuring a 15.8mm narrow-bezel design, Full HD 1080p resolution, SuperClear® image enhancement technology with wide viewing angles, and dual built-in 10W stereo speakers, it delivers a superb multimedia messaging experience. Outputs include an integrated DVI port, and RS232 output with IR pass-through to support up to 5x5 daisy-chained displays for easy-to-manage video walls. Versatile connectivity options include HDMI, DisplayPort, DVI, D-Sub, YPbPr and CVBS inputs for flexible, one-time installation of a diverse range of high-definition devices. Delivering timely, customized messaging is easy with the CDP5562-L's content scheduling feature, making it the ideal device for sharing public information in high-traffic transportation, hospitality, commercial, and education venues.

Narrow Bezel Optimized for Video Walls

ViewSonic's CDP4262-L commercial display features a 15.8mm narrow bezel design. This sleek, narrow bezel maximizes impactful visual messaging for passersby, making the CDP4262-L the perfect choice for digital signage wall installations.

700-Nit High Brightness for Excellent Color Performance in Bright Environments

With a 700-nit high brightness panel, the CDP4262-L delivers stunning color performance even in bright environments. Designed for semi-outdoor digital signage applications, it delivers the resolution and brightness needed for greater multimedia

ViewSonic LightStream PJD5353Ls DLP projector – 3D



Mfg. Part: PJD5353LS | CDW Part: 3859568 | UNSPSC: 45111609



[Write the first review](#)

Availability: 3-5 days Orders placed today will ship within 5 days

Add To Cart



Product Details

- DLP projector
- 3D
- 3000 ANSI lumens
- 1024 x 768
- 4:3
- short-throw fixed lens

[View More](#)

Recommended Warranty

[View All Warranties and Services](#)

3Y RPR CE PLAN 500-600

0 \$48.99
Advertised Price

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Customers With Similar Interests Also Viewed (12)

<https://www.cdw.com/shop/products/ViewSonic-LightStream-PJD5353Ls-DLP-projector-3D/3859568.aspx?enkwr=PJD5353LS&pfm=srh>

<http://ap.viewsonic.com/me/products/digital-signage/CDP4262-L.php>

INTRO KIOSK INTERACTIVE SPECS



Alpharetta & Old Milton County
History Museum
FINAL DESIGN



☐ APPROVED
(No changes)

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(See above)

☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

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TYPICAL STRUCTURES

☐ APPROVED <i>(No changes)</i>	☐ APPROVED AS NOTED <i>(See above)</i>	☐ CHANGES REQUESTED <i>(See above and re-submit)</i>	SIGNATURE		DATE	
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Alpharetta & Old Milton County
History Museum

FINAL DESIGN



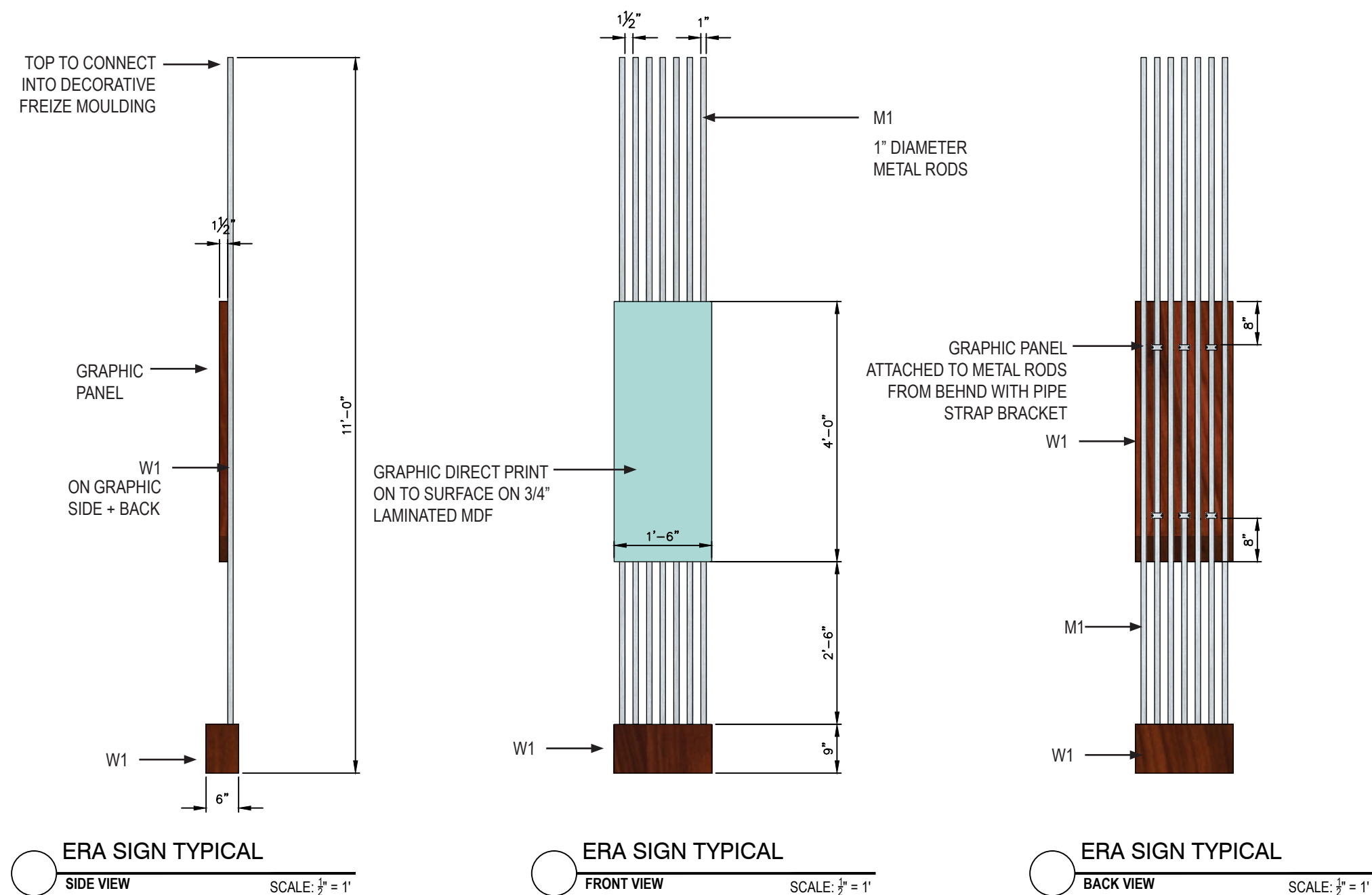
Job #15035

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DATE: SEPTEMBER 2016

8

QTY: 5



GRAPHIC PANEL

ARTIFACT

APPROVED
(No changes)

APPROVED AS NOTED
(See above)

CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

ERA TYPICAL SYSTEM

malone

design/fabrication

Alpharetta & Old Milton County History Museum

FINAL DESIGN

Job #15035

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DATE: SEPTEMBER 2016

9

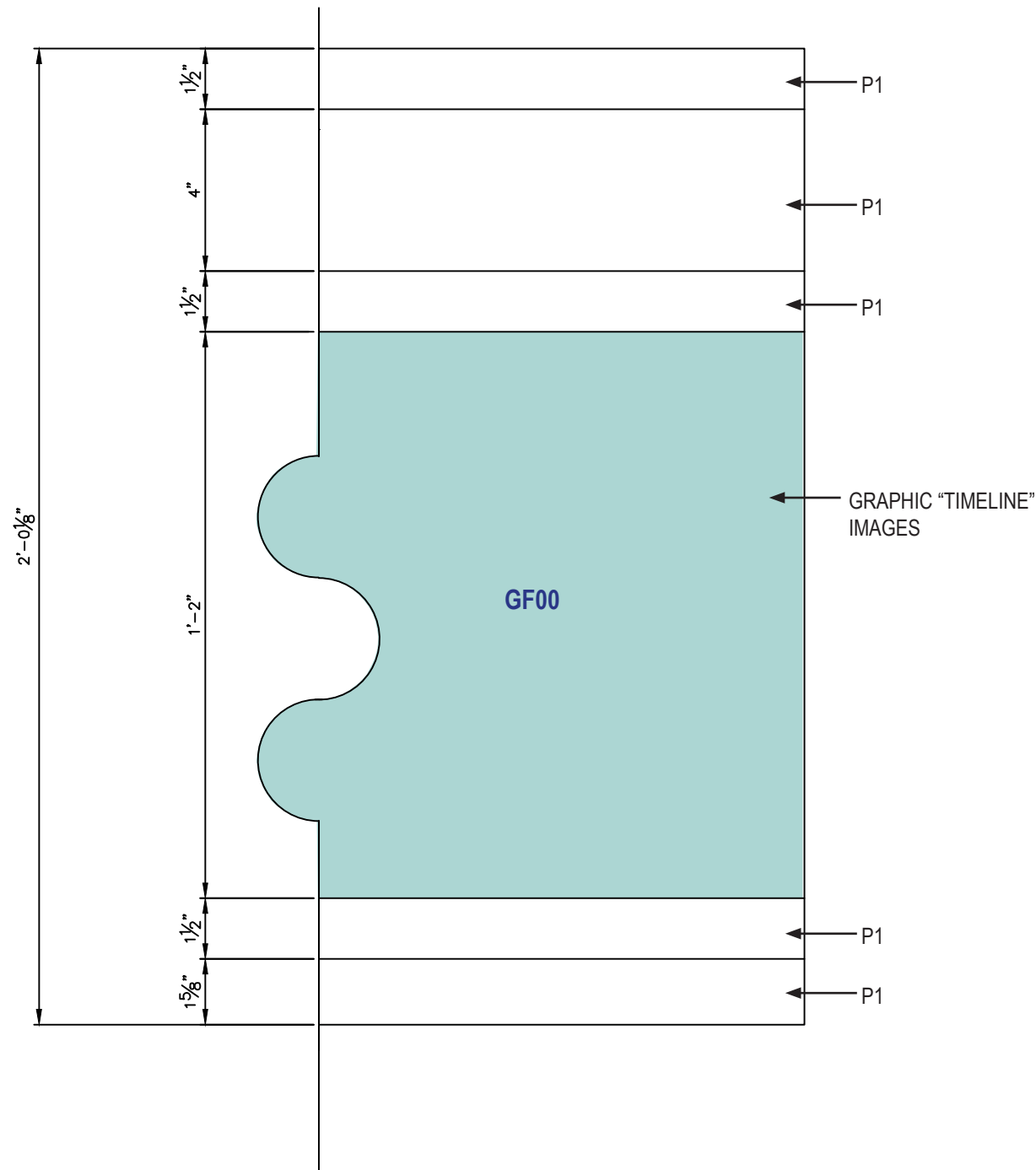
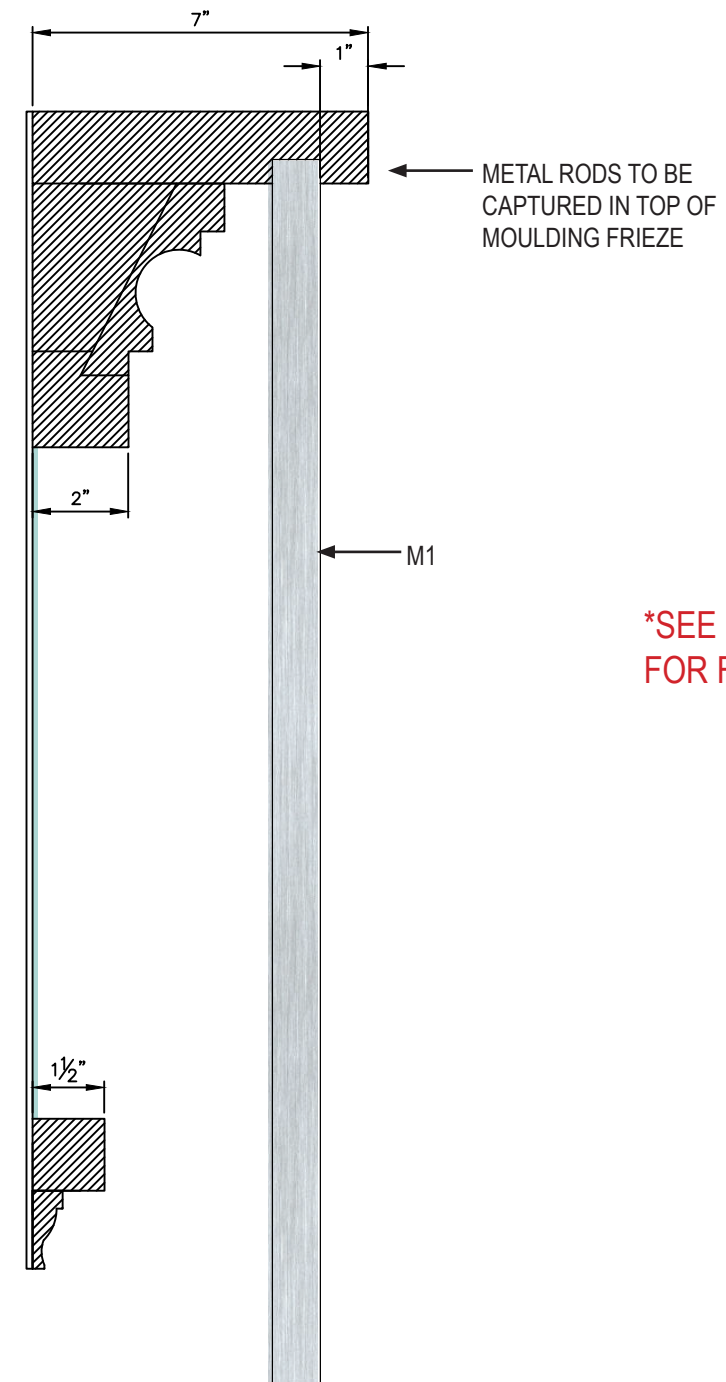


EXHIBIT WALL CROWN MOULDING WITH FRIEZE
FRONT VIEW SCALE: 3" = 1'



MOULDING FRIEZE W/ ERA TYPICAL ROD
SECTION VIEW SCALE: 3" = 1'

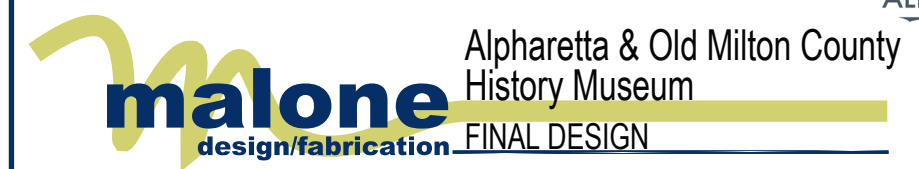


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DATE

GRAPHIC FRIEZE TYPICAL



Alpharetta & Old Milton County
History Museum

FINAL DESIGN



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DATE: SEPTEMBER 2016

10

ALL WILL BE PAINTED P1

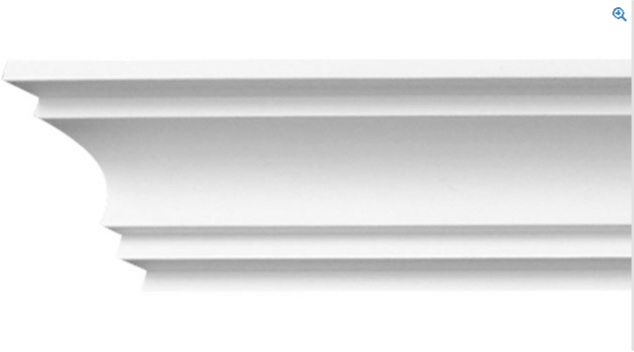
4"H X 3"P X 5"F X 94 1/2"L TRADITIONAL SMOOTH CROWN MOULDING

by Ekena Millwork

★★★★★ 1 customer reviews

100% Customer Satisfaction

Item No.: MLD04X03X05TR



Item No.:	F	H	P	L	Price	Qty.
MLD04X03X05TR ★★★★★ 1 customer reviews	5"	4"	3"	94-1/2"	\$20.40	1

Add to Cart

Product Overview

Beautiful crown moulding is a great way to separate and define each room. With each design modeled after traditional plaster type mouldings, our lightweight polyurethane mouldings give the same rich detail, yet at a fraction of the cost. Most moulding profiles can be partnered with our do-it-yourself corner blocks that means no miter cutting for you, and most rooms can be completed in ours instead of days. Another benefit of polyurethane is it will not rot or crack, and is impervious to insect manifestations. It comes to you factory primed and ready for your paint, faux finish, gel stain, marbleizing and more.

Home / Building Materials / Moulding & Millwork / Moulding / Door & Window Moulding

Woodgrain MillworkModel 10000511Internet #100321392Store SKU #464642

WG 210 - 5/8 in. x 1-5/8 in. Primed Finger-Jointed Shingle Moulding

★★★★★ Write the first Review Ask the first question



Visit or call your local Home Depot store to confirm availability.
Item must be purchased in store.

1

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Save to list

EXHIBIT WALL CROWN MOULDING SPECS



Alpharetta & Old Milton County
History Museum
FINAL DESIGN



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(No changes)

☐ APPROVED AS NOTED
(See above)

☐ CHANGES REQUESTED
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DATE

Job #15035

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DATE: SEPTEMBER 2016

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Woodgrain Millwork Model 10001024 Internet #100321522 Store SKU #734105

WG 1866 0.591 in. x 5-1/4 in. Medium Density Fiberboard Base Moulding

★★★★★ (2) [Write a Review](#) [Questions & Answers \(1\)](#)



[Open Expanded View](#)

[Click Image to Zoom](#)



EXHIBIT WALL BASE MOULDING SPEC



Alpharetta & Old Milton County
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Columns & Capitals

Columns
Capitals
Bases
Pedestals



R-TUSCAN-S

TUSCAN CAPITAL FOR
TAPERED & NON
TAPERED COLUMNS

R-TUSCAN-S

Sizes

12" NON Tapered Column Size

Quantity

-- Select --

ADD TO CART

Click here for larger Image

TAPERED	SIZE	WIDTH	HT.	HOLE
R-TUSCAN-S-6CAP	6"	7-3/8" SQ	2-3/4"	4-1/4"
R-TUSCAN-S-8CAP	8"	9-5/8" SQ	2-3/4"	6-1/2"
R-TUSCAN-S-10CAP	10"	11-1/4" SQ	3-1/2"	8-1/4"
R-TUSCAN-S-12CAP	12"	14-1/4" SQ	4"	10-1/4"
R-TUSCAN-S-14CAP	14"	16-1/2" SQ	4-1/8"	11-7/8"

NON-TAPERED	SIZE	WIDTH	HT.	HOLE
R-TUSCAN-S-6CAP	6"	7-3/4" SQ	2-3/4"	5-3/4"
R-TUSCAN-S-8CAP	8"	10-3/4" SQ	2-3/4"	8"
R-TUSCAN-S-10CAP	10"	12-1/4" SQ	2-1/2"	10"
R-TUSCAN-S-12CAP	12"	16-1/2" SQ	4"	12"

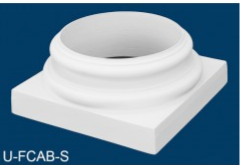
Capitals

A capital is the top section of a column, often enhanced with decorative details. There are three basic styles of classic column capitals, Doric, Ionic and Corinthian, that date back to the sixteenth century.

[Read More]

Columns & Capitals

Columns
Capitals
Bases
Pedestals



U-FCAB-S

ATTIC BASE

U-FCAB-S

Sizes

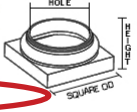
-- Select --

Quantity

-- Select --

ADD TO CART

	COLUMN Size	Square OD	Height	Hole
U-FCAB-S-6BAS	6"	7 3/4"	3 1/2"	5 5/8"
U-FCAB-S-8BAS	8"	10 1/4"	6"	7 3/4"
U-FCAB-S-10BAS	10"	13"	6"	9 5/8"
U-FCAB-S-12BAS	12"	15 5/8"	7"	11 3/4"



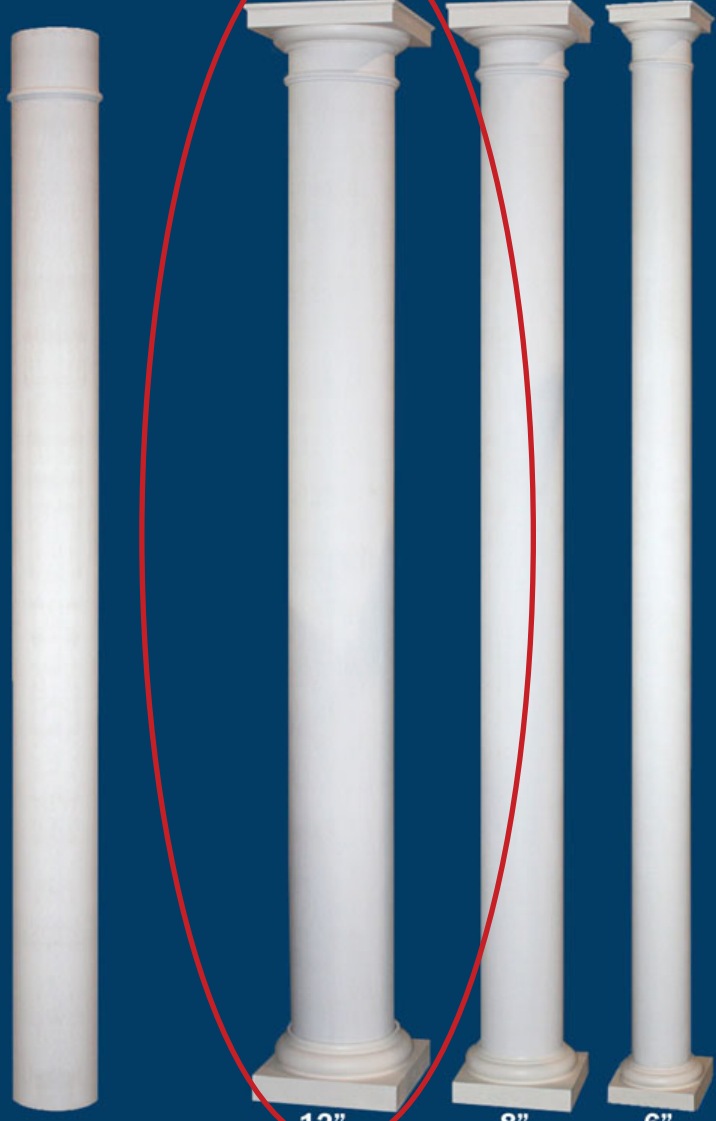
Bases

For stabilization and a finished look, all columns need an appropriate base. Flexible Moulding Concepts has you covered, with our Attic or Tuscan base. Both crafted by Resinart, you can be sure they'll perfectly match any columns and capitals purchased from Flexible Moulding Concepts.

[Read More]

PREV

Smooth Round
NON-Tapered
Columns



12" 8" 6"

Shaft Only With Tuscan Cap + Base

*ALL COLUMNS WILL BE
PAINTED P1

QTY: 3

TYPICAL COLUMN SPECS



Alpharetta & Old Milton County
History Museum
FINAL DESIGN



☐ APPROVED
(No changes)

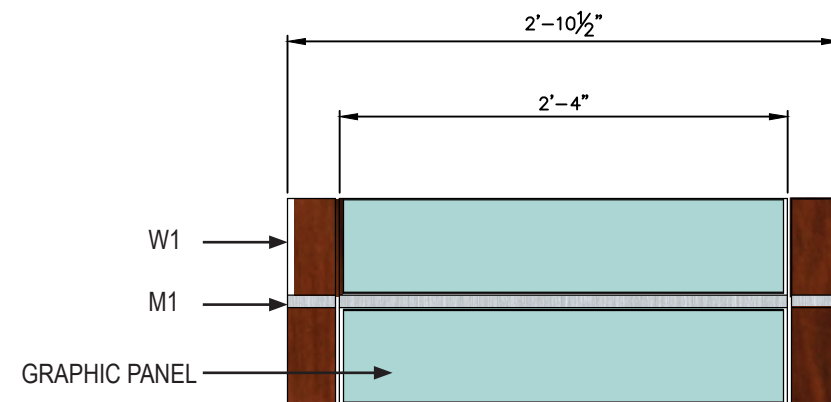
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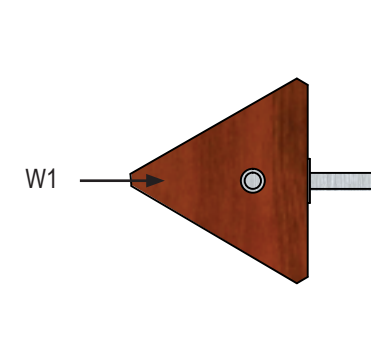
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TRYLON TYPICAL
FRONT VIEW SCALE: 1" = 1'

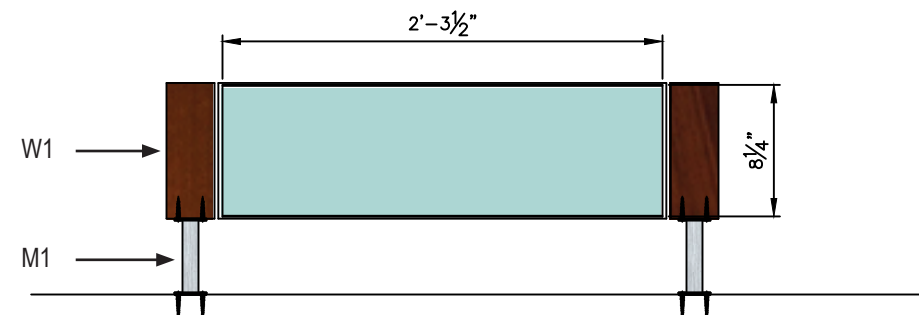


TRYLON TYPICAL
SIDE VIEW SCALE: 1" = 1'

BULLET CATCHES (QTY 3) TO STOP FREE SPINNING, AND ALIGN EACH GRAPHIC FACE FOR VISITORS

NOTE: A TRYLON IS A 3-SIDED ROTATING GRAPHIC UNIT

QTY: 5

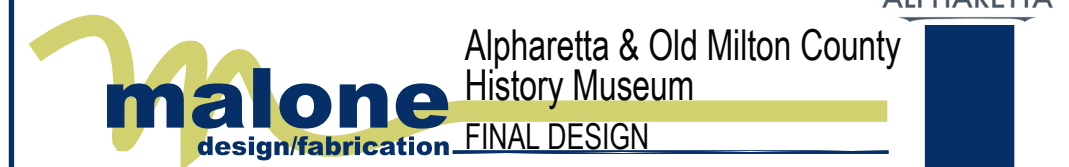


TRYLON TYPICAL
PLAN VIEW SCALE: 1" = 1'

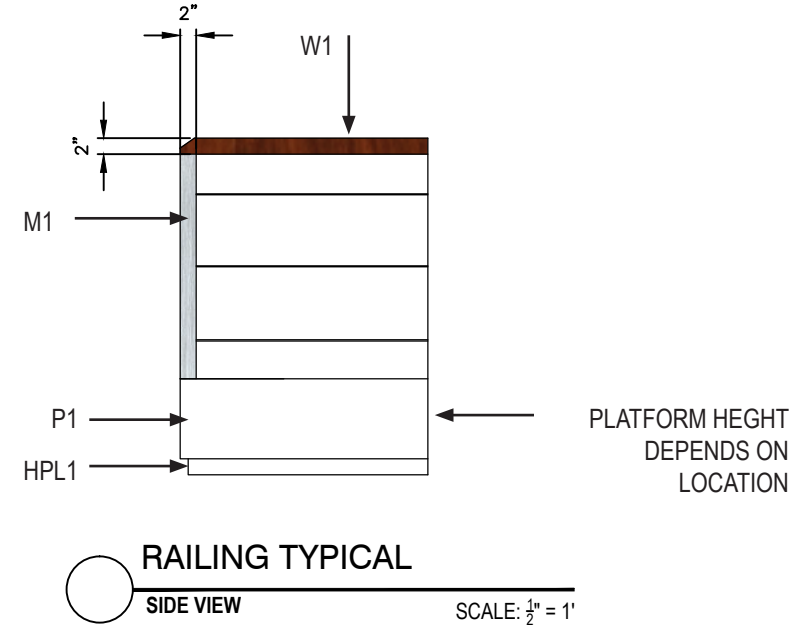
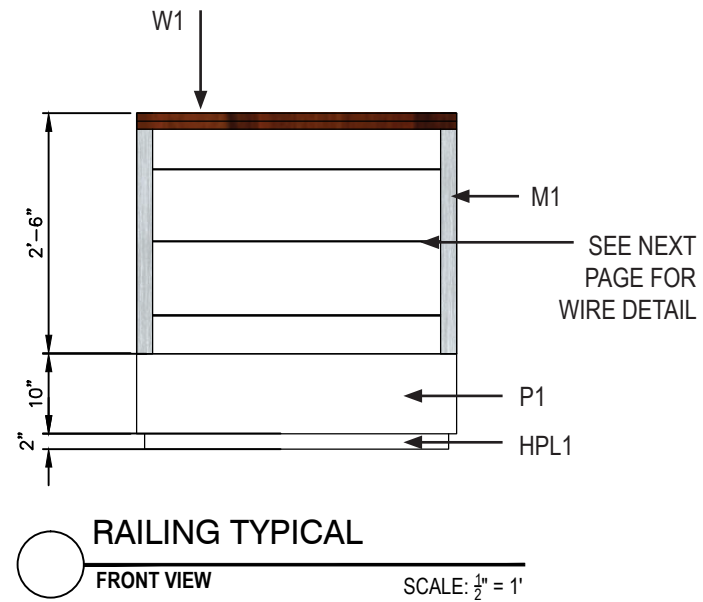


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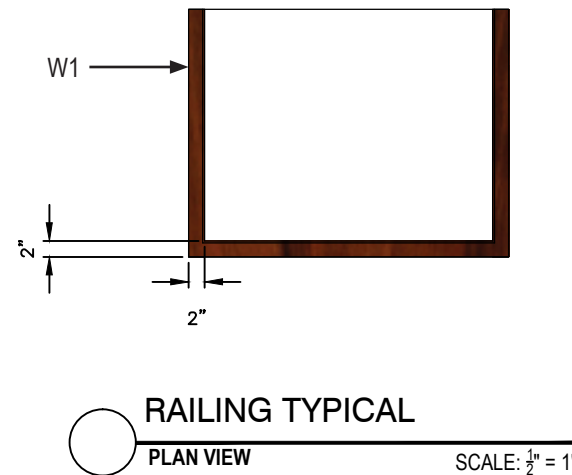
TRYLON TYPICAL SPECS



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QTY: 5
 SIZE + CONFIGURATION
 VARY ON LOCATION



TYPICAL RAILING



malone
 design/fabrication

Alpharetta & Old Milton County
 History Museum

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Safety Signs & Signs
Traffic Cones, Safety Vests,
Hard Hats
Log Books and Inspection
Reports

Lighting
LED Beacon Lights
Mini Light Bars
Light Bars
LED Warning Lights

Moving Supplies
Moving Blankets & Moving Pads
Moving Straps & Mover Bands
E Tracks & Load Straps
Moving Dollies
Hand Trucks

Towing & Auto Hauling
Wheel Nets, Auto & Car Tie
Downs, and Tow Dolly Straps
Recovery Straps & Tow Straps
Tow Hooks & Towing
Accessories

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Snap Hooks & Flat Tie Down
Hooks
Cam Buckles & Ratchet Buckles
S-Hooks, Wire Hooks & Grab
Hooks

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Links

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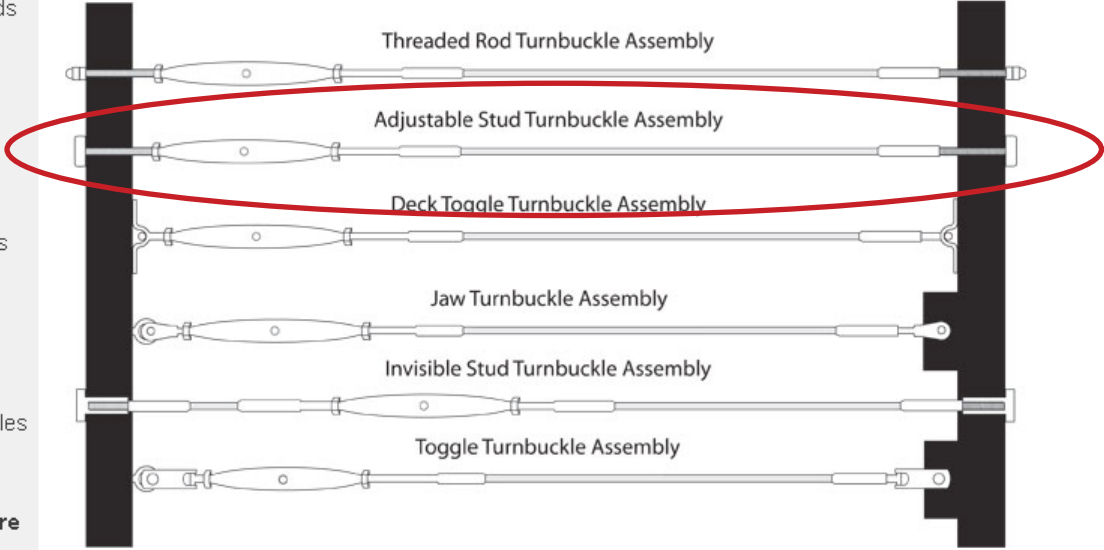
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0 Items (\$0.00) Checkout



Cable Railing Assembly Kits

Complete cable railing assembly kits are available and include everything you need (angled railings may require additional hardware) for installation. All of our assemblies are available in 1/8", 3/16", and 1/4" diameters of stainless steel type 316 wire cable. The 1x19 construction creates a semi-rigid feel with minimal stretch. It can be used for most railing applications as it can be safely bent up to 45°. A 7x7 construction is available for more decorative uses where the ability to bend greater than 45° is needed. All of our cable rail systems can be machine swaged or hand swaged.



Threaded Rod Turnbuckle Assembly

Adjustable Stud Turnbuckle Assembly

Deck Toggle Turnbuckle Assembly

Jaw Turnbuckle Assembly

Invisible Stud Turnbuckle Assembly

Toggle Turnbuckle Assembly

THIS SYSTEM WILL BE USED FOR ALL
DISPLAY BARRIERS IN REPLACEMENT
OF GLASS REQUESTED BY CLIENT

For general guidelines on how to install cable railing, download our [Guide for Cable Railing Systems](#)

Download: [Architectural Cable Railing Catalog](#)

<http://www.uscargocontrol.com/Rigging-Supplies-Hardware/Cable-Railing-Systems-Stainless-Steel>

TYPICAL RAILING HARDWARE SPECS


 Alpharetta & Old Milton County
History Museum
FINAL DESIGN

THE CITY OF
ALPHARETTA

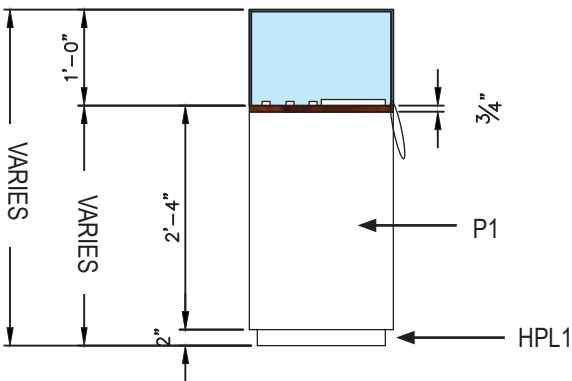
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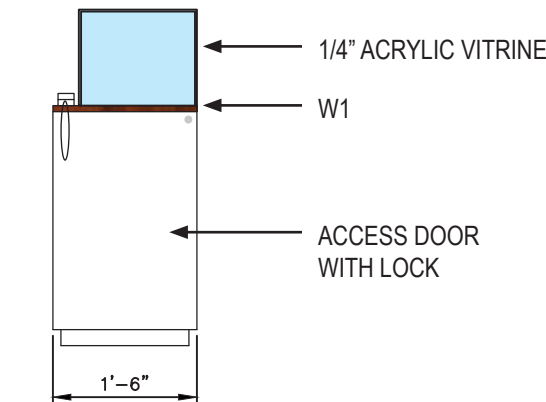
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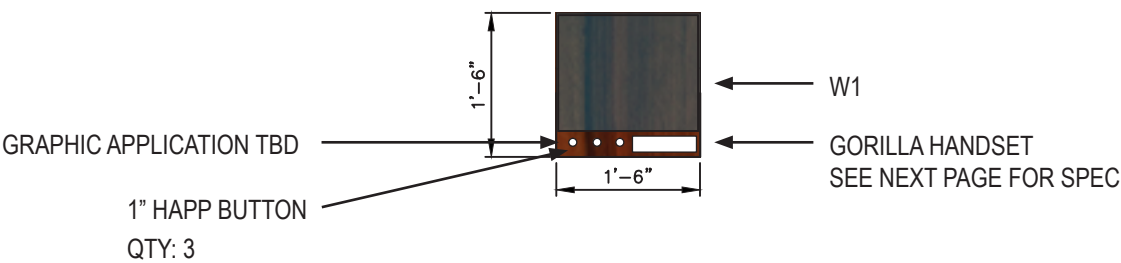
*FINAL SIZE MAY ALTER/VARY
DEPENDING ON FINAL SELECTION
OF OBJECTS



INTERACTIVE TYPICAL
FRONT VIEW
SCALE: $\frac{1}{2}'' = 1'$



INTERACTIVE TYPICAL
SIDE VIEW
SCALE: $\frac{1}{2}'' = 1'$



INTERACTIVE TYPICAL
PLAN VIEW
SCALE: $\frac{1}{2}'' = 1'$

TYPICAL AUDIO INTERACTIVE

malone design/fabrication
Alpharetta & Old Milton County
History Museum
FINAL DESIGN



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FOR DURABILITY AND LONGEVITY OF THE INTERACTIVE COMMERCIAL HANDSET DEVICE HAS BEEN SPEC'D FOR LISTENING TO ALL AUDIO STATIONS IN THE EXHIBIT

GORILLA AUDIO HANDSET

Works with any A/V system



"It's a Headphone on a Stick"

- Ideal for:
 - Video Soundtracks
 - Computer Kiosks
 - Trade Shows
 - Museum Exhibits
 - Theaters
- Fulfills ADA Requirements
- Maintenance Free
- Easy To Clean
- Works with Video and Audio Players, DVDs, CD Audio
- Superior Fidelity
- Anti-Theft Security Lanyard
- Simple Installation
- Hearing-Aid Compatible
- Multiple Colors Available

The Gorilla Audio Handset from Stop and Listen is precision engineered to complete virtually any audio or video playback system. In front of a video monitor, at a computer kiosk, or at an audio listening station, it's the perfect choice. It works well with anything with a soundtrack or an audio output.

Multiple handsets? The simple 2-wire interface makes installation easy, even for large theaters and gatherings needing several units. The versatile design can be customized to fit any application.

When regular speakers just can't do the job, the Gorilla Audio Handset from Stop and Listen it gets the message across - plain and simple.

MAKING AUDIO EASY...



PRINTED IN CHINA ON RECYCLED PAPER

DETAILED SPECIFICATIONS ON REVERSE



★★★★★

5 out of 5

Rated By 11 Customers

WHITE PUSHBUTTON WITH HORIZONTAL MICROSWITCH

Part # 58-9111-L

In Stock

QTY: 1

ADD TO CART

TYPICAL AUDIO INTERACTIVE SPECS



Alpharetta & Old Milton County
History Museum

FINAL DESIGN



☐ APPROVED
(No changes)

☐ APPROVED AS NOTED
(See above)

☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

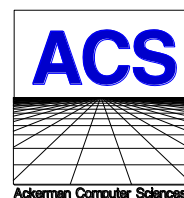
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CFSound-IV

Compact FLASH Digital Audio System

Revision 1.2.12

Wednesday, February 03, 2016



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BRIGHTSIGN LS

**SIGNATURE BRIGHTSIGN RELIABILITY.
AFFORDABLE ENTRY-LEVEL PERFORMANCE.**

BrightSign's fully featured commercial-grade player provides a far superior alternative to the consumer devices sometimes chosen for price-sensitive installations. Based on the award-winning BrightSign HD platform, BrightSign LS delivers our signature reliability and affordability. A robust feature set, including H.265 and Full HD video decoding, entry-level HTML5 performance, USB 2.0 (type C), and networking, is provided in a very small form digital signage media player.



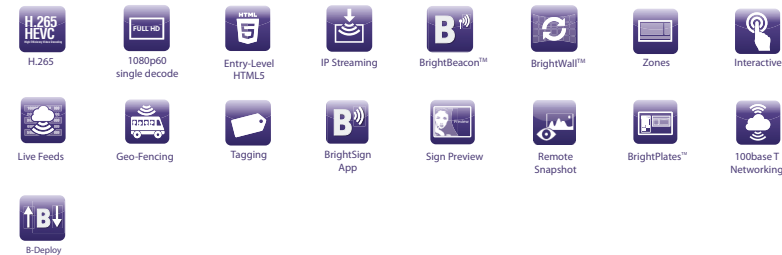
BrightSign LS423

Entry-Level Media Player

The small form, commercial-grade BrightSign LS423 is fully featured to run circles around the competition. Network connected and featuring H.265 and 1080p60 video playback, entry-level HTML5 support and USB (type C) interactivity, this model is perfect for simple streaming applications and large deployments of common content.

Price: \$250

Features



BrightSign, LLC, 16780 Lark Ave., Suite B Los Gatos, CA 95032 | USA 408-852-9263 | International +44 1223 298500 | www.brightsign.biz

TYPICAL AUDIO INTERACTIVE SPECS



THE CITY OF
ALPHARETTA

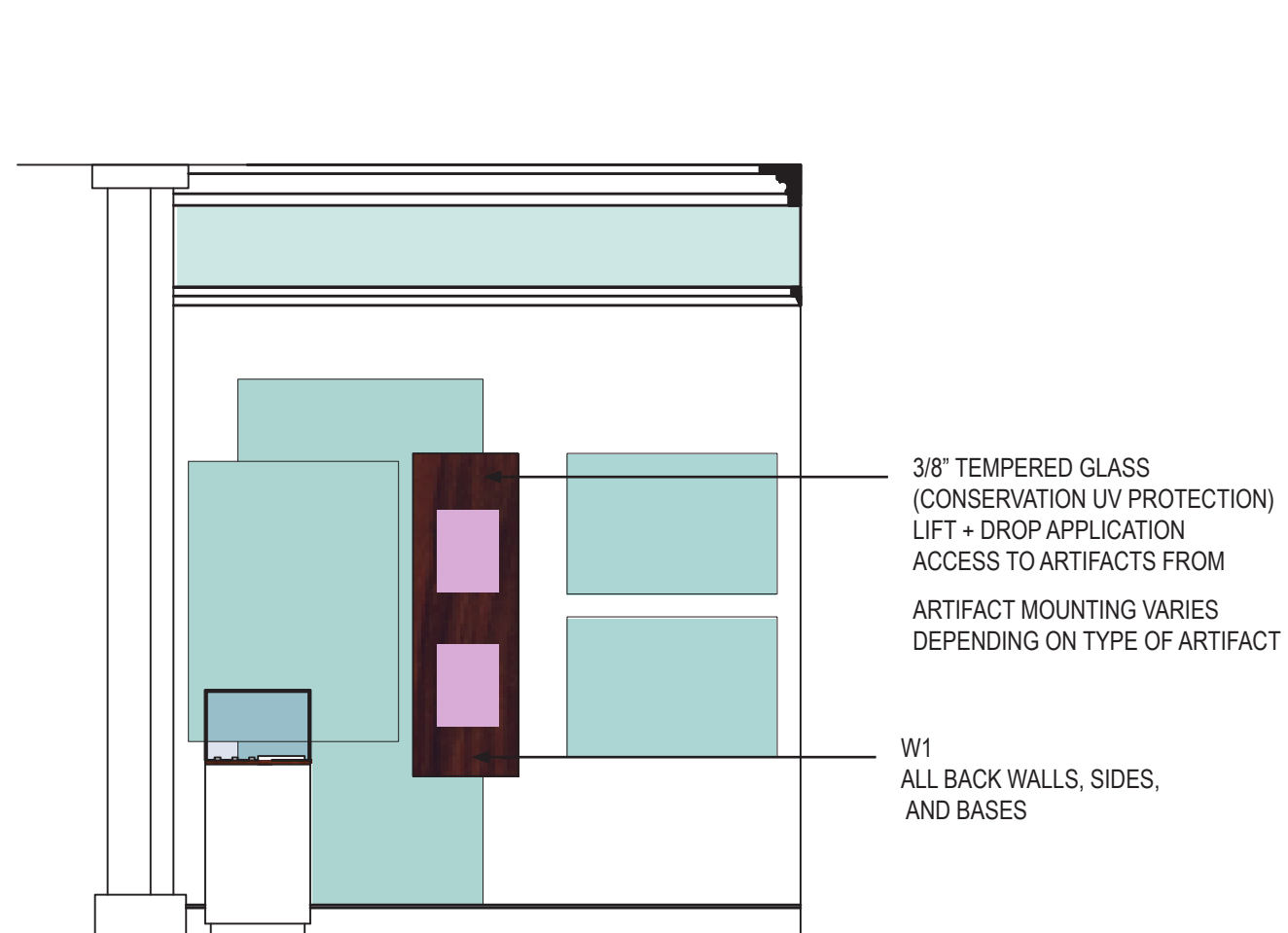
Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

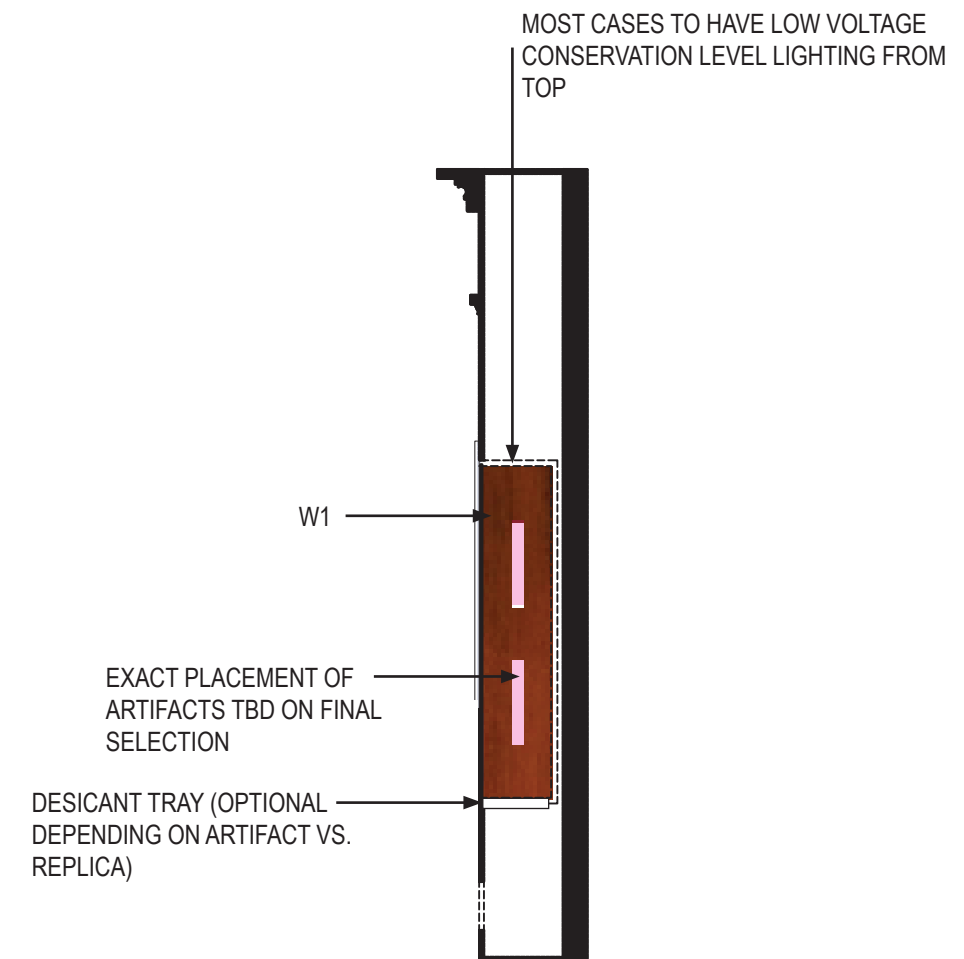
19

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE		DATE	
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*FINAL SIZE MAY ALTER/VARY
DEPENDING ON FINAL SELECTION
OF ARTIFACTS

*FINAL LIGHTING POSITION
MAY VARY DEPENDING ON FINAL
SELECTION OF ARTIFACTS



TYPICAL WALL SECTION WITH INSET DISPLAY CASE

SECTION VIEW

SCALE: 1/4" = 1'

CASE TYPICAL



malone
design/fabrication

Alpharetta & Old Milton County
History Museum

FINAL DESIGN

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE		DATE	
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Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

TIMELINE WALL EXHIBITS

☐ APPROVED <i>(No changes)</i>	☐ APPROVED AS NOTED <i>(See above)</i>	☐ CHANGES REQUESTED <i>(See above and re-submit)</i>	SIGNATURE		DATE	
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Alpharetta & Old Milton County
History Museum

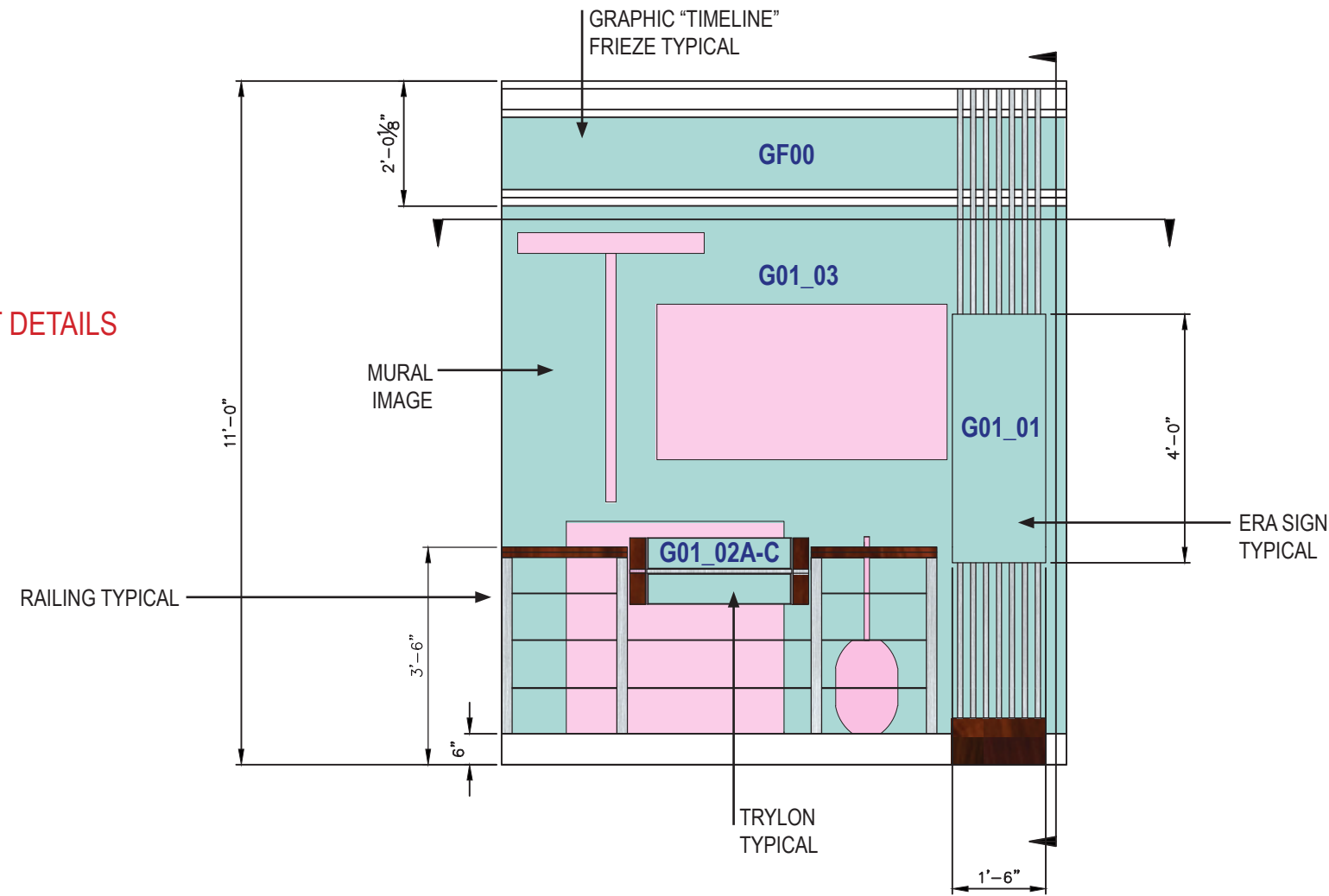
FINAL DESIGN



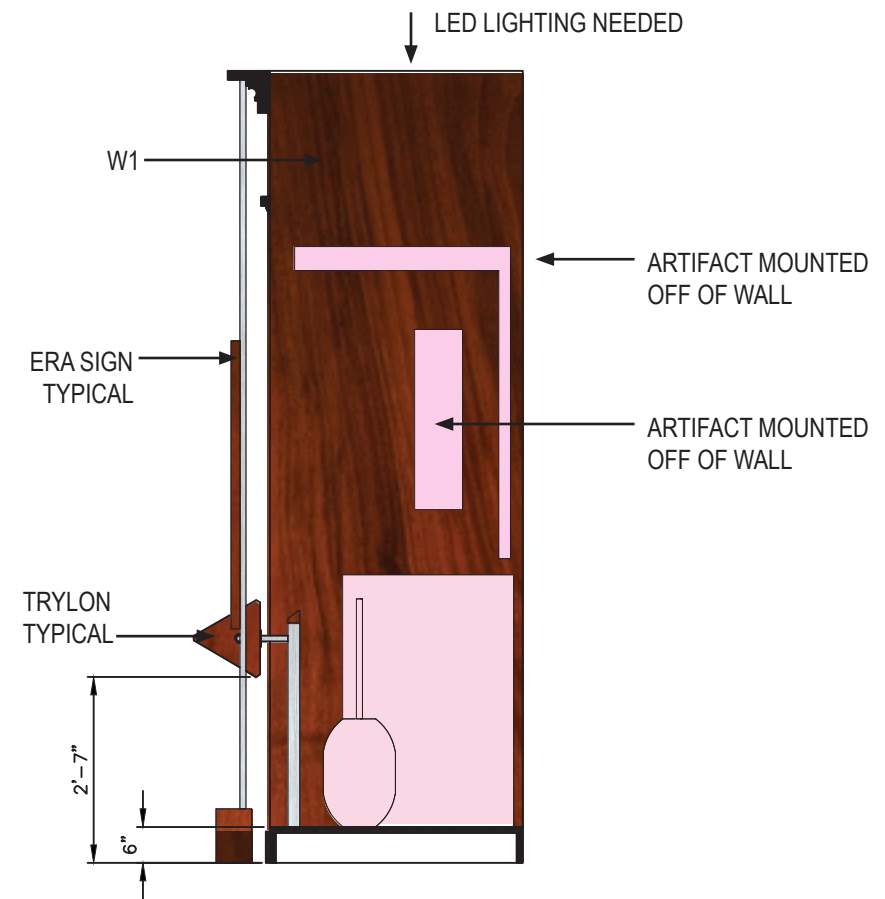
Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016

21

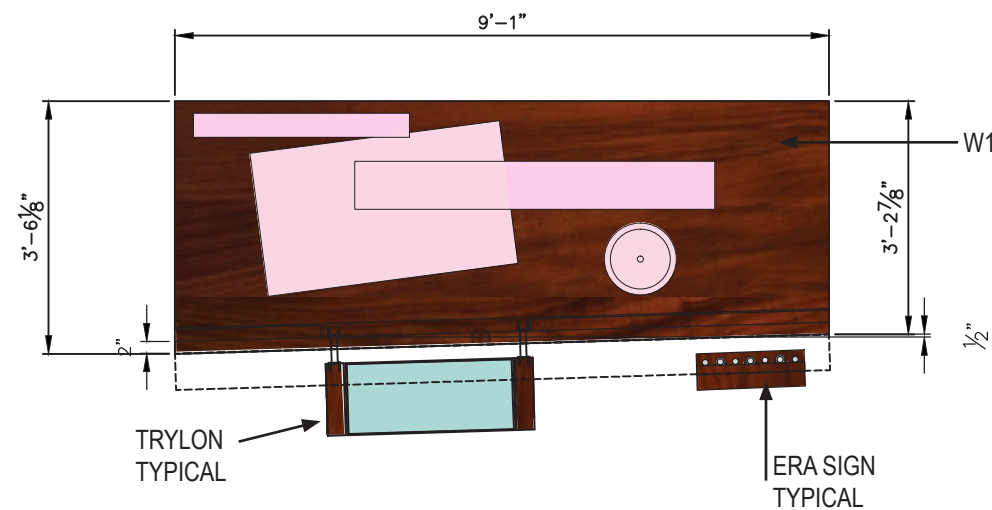
*ARTIFACT DETAILS
ON PG 24



2 ERA 1 EARLY HISTORY - 1857
FREONT VIEW SCALE: $\frac{3}{8}" = 1'$



2 ERA 1 EARLY HISTORY - 1857
SECTION VIEW SCALE: $\frac{3}{8}" = 1'$



2 ERA 1 EARLY HISTORY - 1857
PLAN VIEW SECTION SCALE: $\frac{3}{8}" = 1'$

GRAPHIC PANEL

ARTIFACT

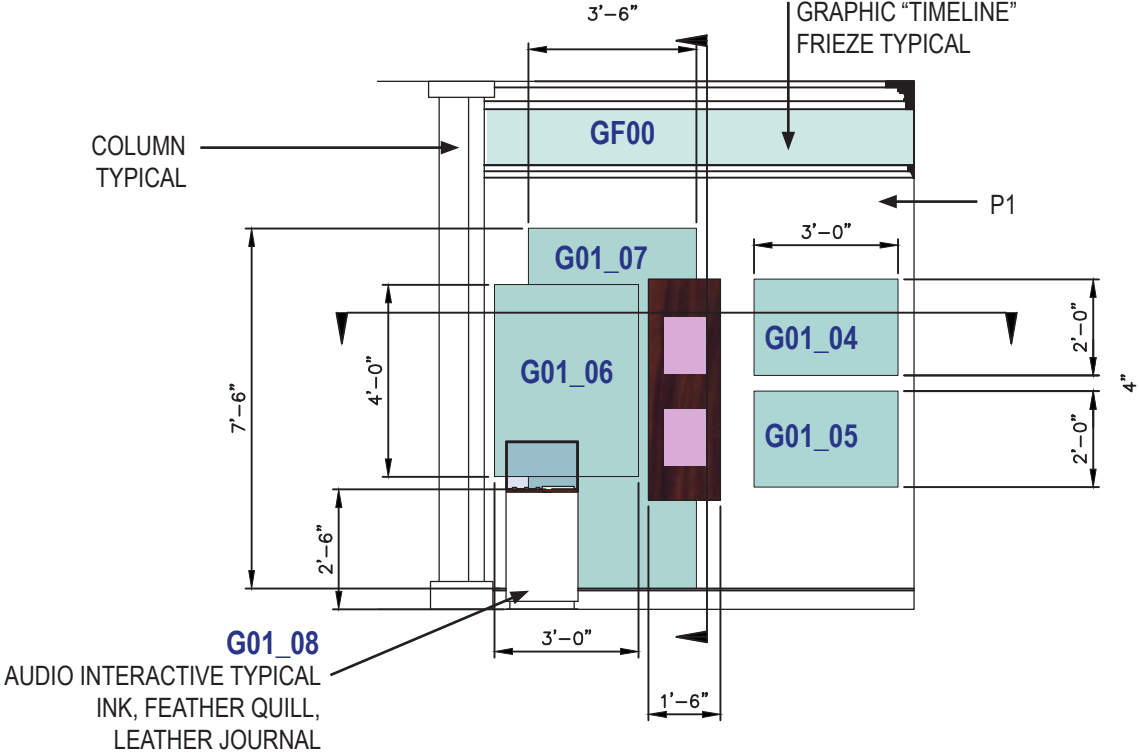
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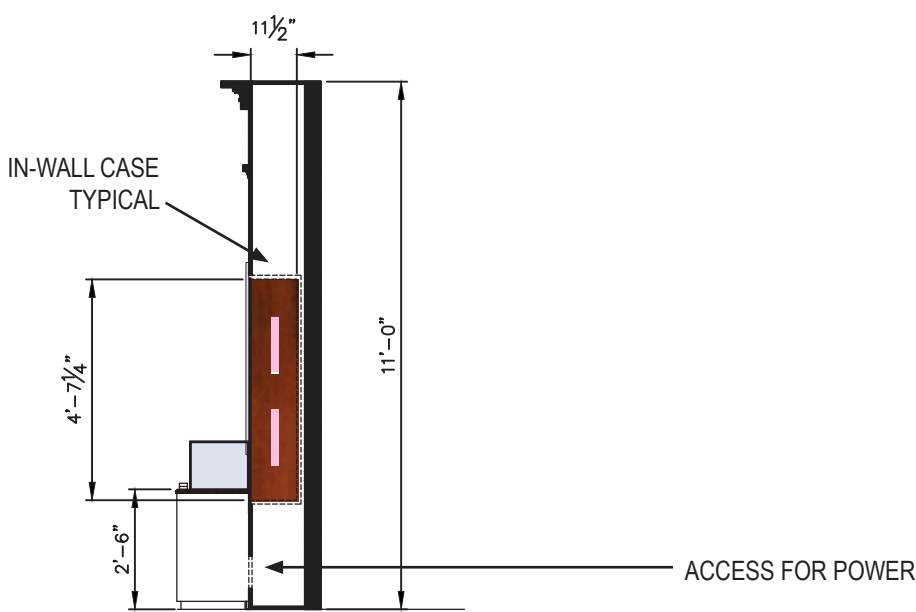
DATE

G01_09A-?
ARTIFACT LABELS

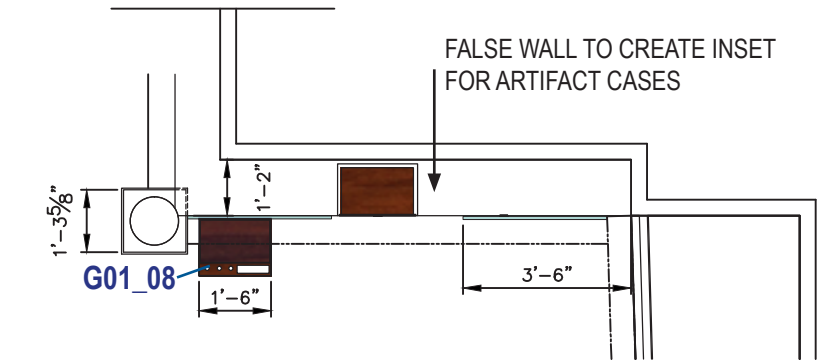
*ARTIFACT DETAILS
ON PG 24



3 ERA 1 EARLY HISTORY - 1857
FRONT VIEW SCALE: $\frac{1}{4}'' = 1'$



3 ERA 1 EARLY HISTORY - 1857
SECTION VIEW SCALE: $\frac{1}{4}'' = 1'$



3 ERA 1 EARLY HISTORY - 1857
PLAN VIEW SECTION SCALE: $\frac{1}{4}'' = 1'$



☐ APPROVED (No changes) ☐ APPROVED AS NOTED (See above) ☐ CHANGES REQUESTED (See above and re-submit)

SIGNATURE

DATE

ERA 1 CONTINUED



Alpharetta & Old Milton County
History Museum

FINAL DESIGN

Job #15035

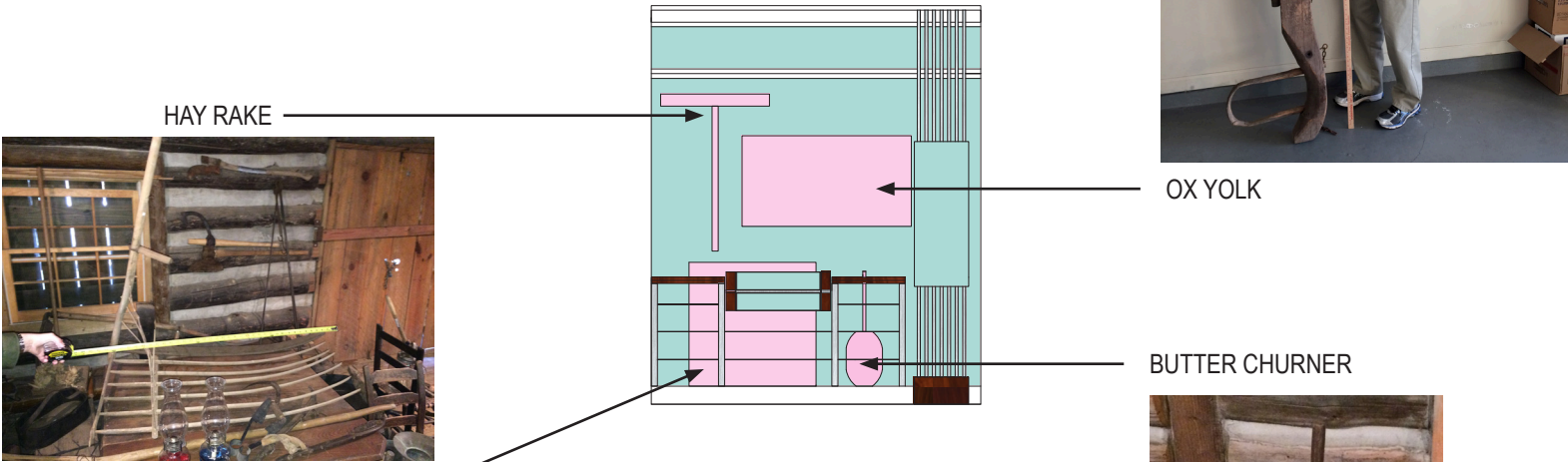
Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016



FINAL SELECTION OF
ARTIFACTS NEEDED ALONG
WITH EXACT DIMENSIONS

FINAL SIZE OF CASES WILL BE
DETERMINED BY FINAL
ARTIFACT SELECTION SIZES



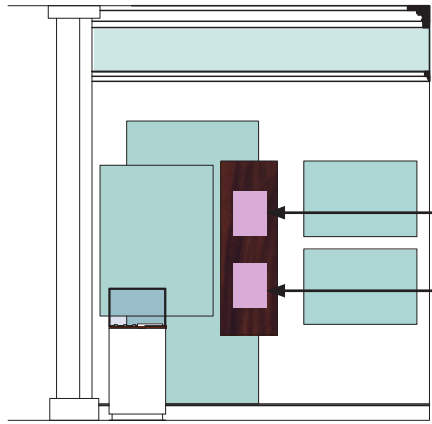
2 ERA 1 EARLY HISTORY - 1857
FRONT VIEW SCALE: 3/8" = 1'



OX YOLK



BUTTER CHURNER



LIST OF JAMES DORRIS STORE CUSTOMERS

LAND LOTTERY DOCUMENT

*WE RECOMMEND
USING REPRODUCTIONS
FOR CONSERVATION
CONCERNS

3 ERA 1 EARLY HISTORY - 1857
FRONT VIEW SCALE: 1/4" = 1'

GRAPHIC PANEL

ARTIFACT

APPROVED
(No changes)

APPROVED AS NOTED
(See above)

CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

ERA 1 ARTIFACTS

ALPHARETTA

malone
design/fabrication

Alpharetta & Old Milton County
History Museum

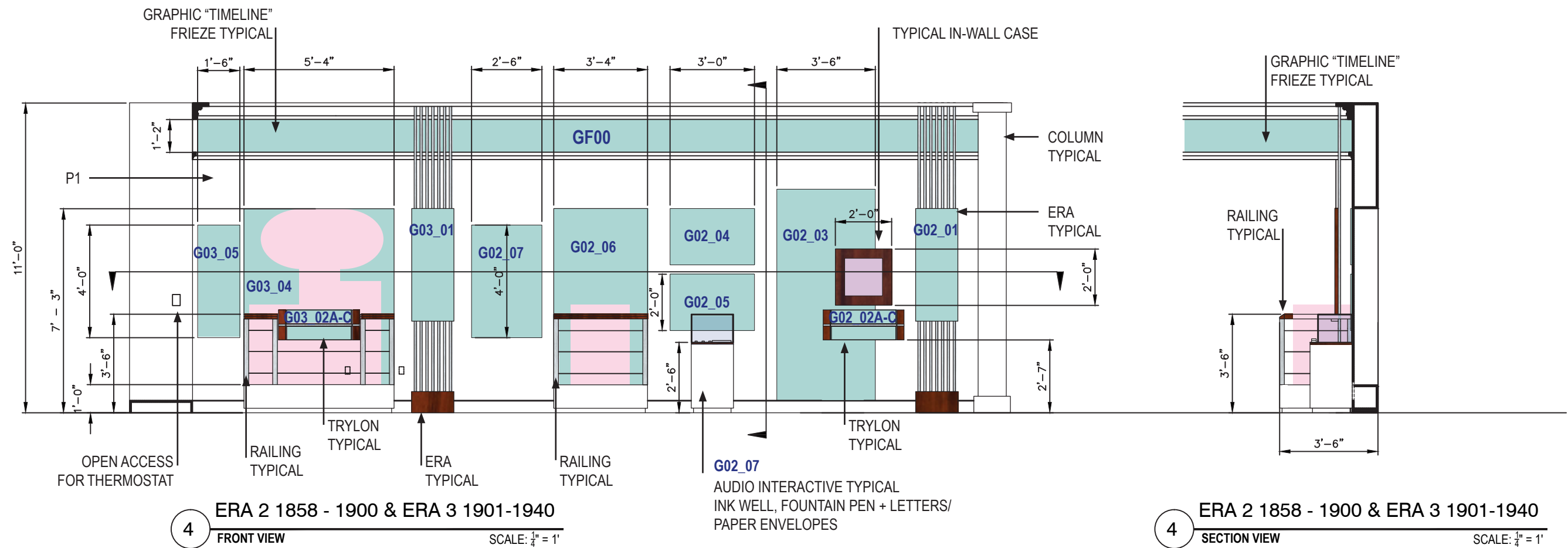
FINAL DESIGN

Job #15035

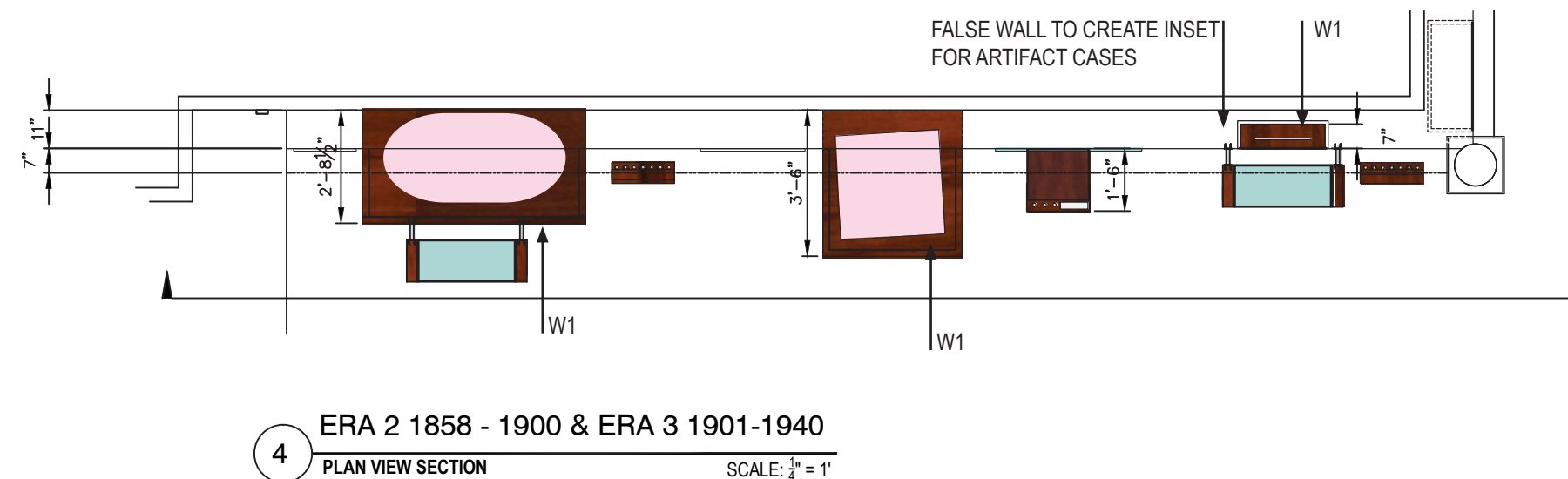
Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

24



*ARTIFACT DETAILS
ON PG 26 + 28



GRAPHIC PANEL

ARTIFACT

APPROVED (No changes)

APPROVED AS NOTED (See above)

CHANGES REQUESTED (See above and re-submit)

SIGNATURE

DATE

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

25

FINAL SELECTION OF
ARTIFACTS NEEDED ALONG
WITH EXACT DIMENSIONS
FINAL SIZE OF CASES WILL BE
DETERMINED BY FINAL
ARTIFACT SELECTION SIZES



CIVIL WAR LETTERS
*WE RECOMMEND
USING REPRODUCTIONS
FOR CONSERVATION
CONCERNS

SCHOOL DESK
OTHER ARTIFACTS MAY BE INCLUDED-
CHILDREN'S SHOES, BOOKS, ECT



 GRAPHIC PANEL

 ARTIFACT

☐ APPROVED
(No changes)

☐ APPROVED AS NOTED
(See above)

☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE



Alpharetta & Old Milton County
History Museum

FINAL DESIGN

Job #15035

Drawn/Checked: SB/LG

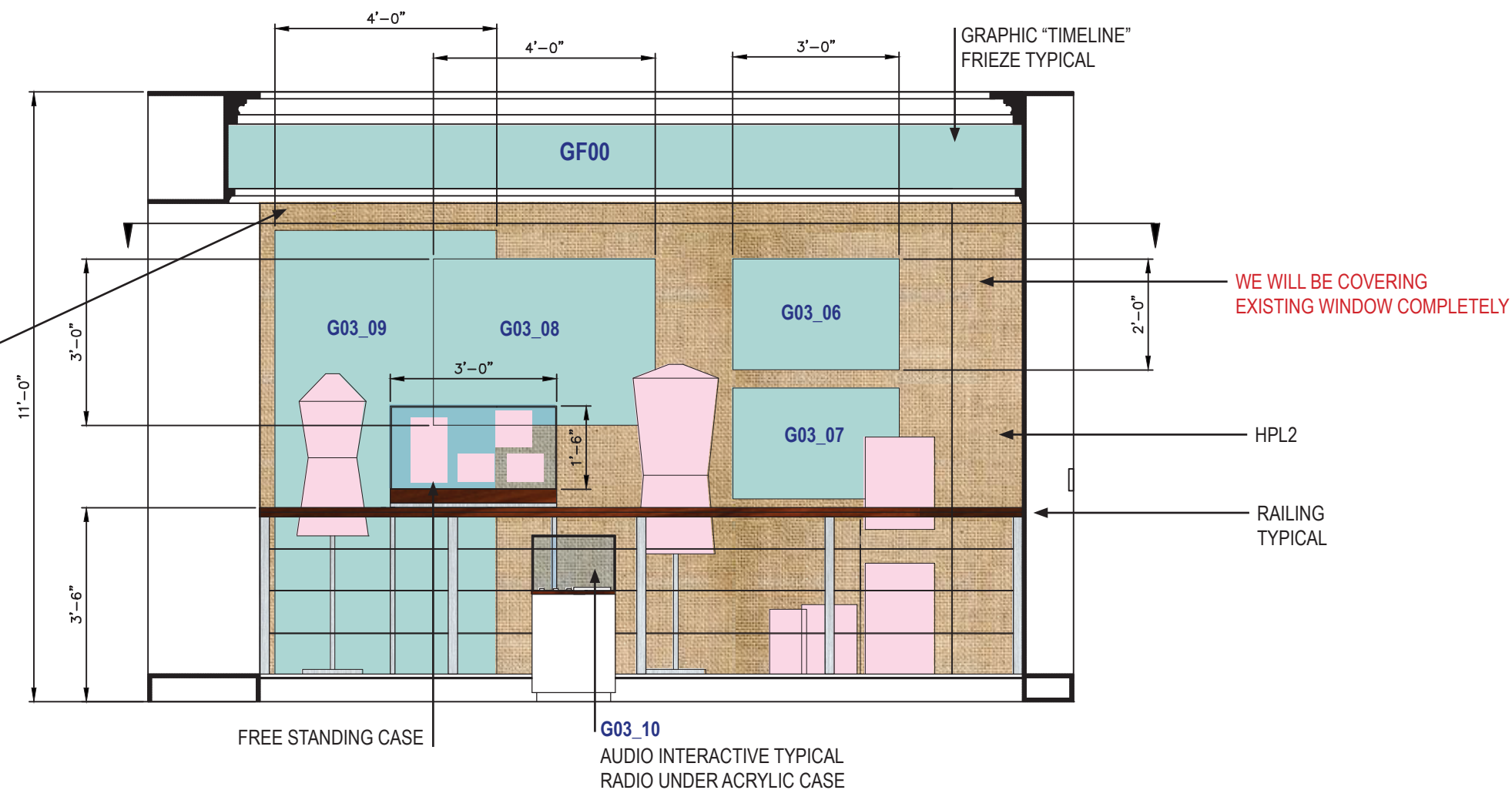
DATE: SEPTEMBER 2016

THE CITY OF
ALPHARETTA

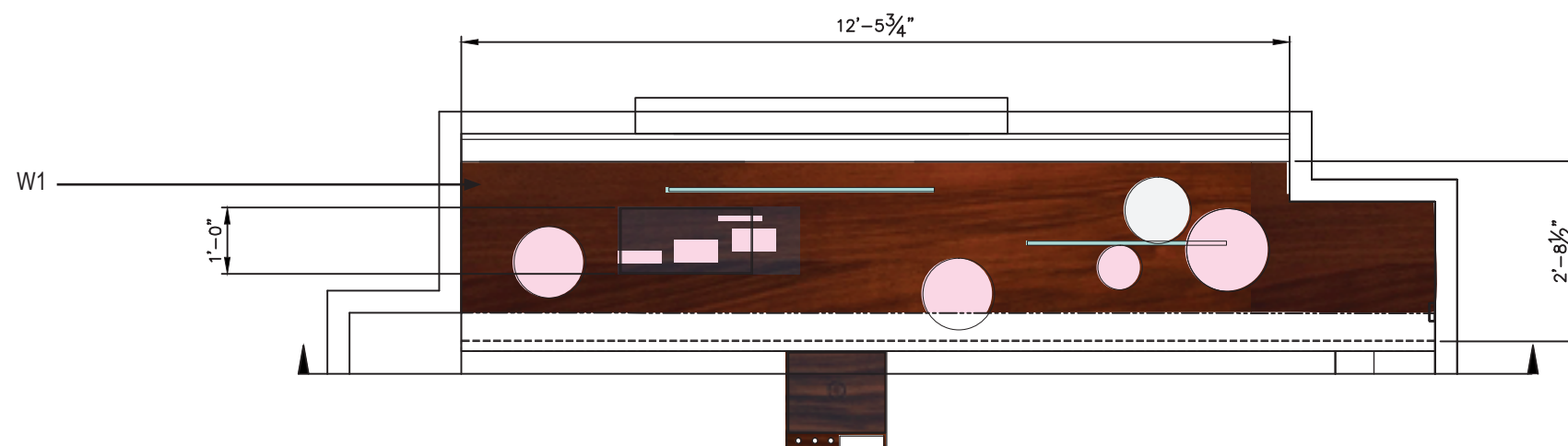
26

G03_11A-?
ARTIFACT LABELS
*ARTIFACT DETAILS
ON PG 28

LED LIGHTING
NEEDED



5 ERA 3 CONTINUED
FRONT VIEW SCALE: $\frac{3}{8}'' = 1'$



5 ERA 3 CONTINUED
PLAN VIEW SECTION SCALE: $\frac{3}{8}'' = 1'$

GRAPHIC PANEL

ARTIFACT

APPROVED (No changes) APPROVED AS NOTED (See above) CHANGES REQUESTED (See above and re-submit)

SIGNATURE

DATE

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

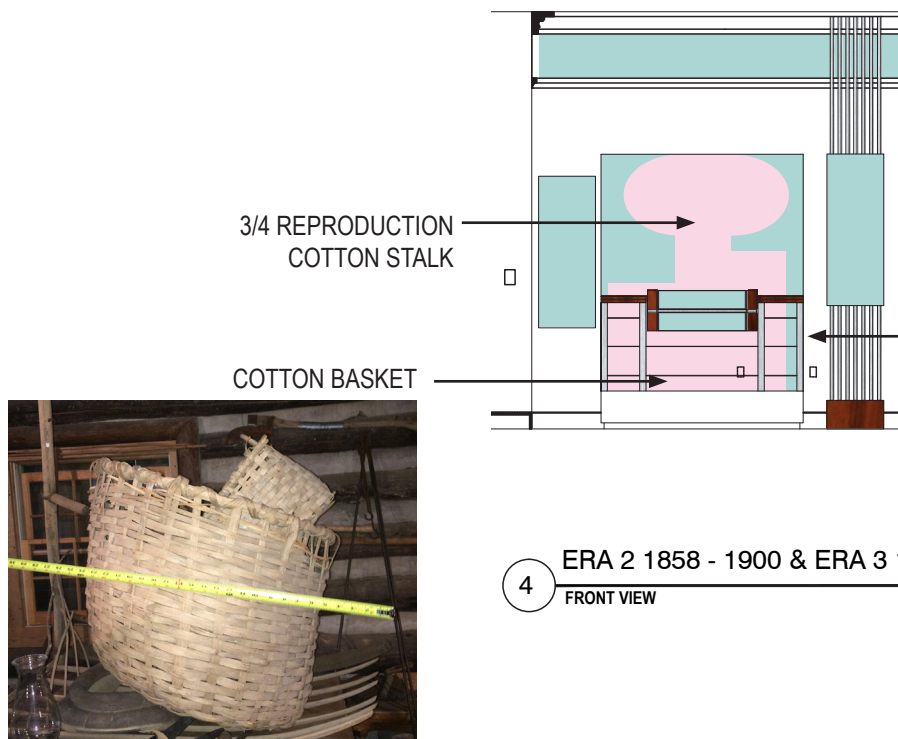
27

ERA 3 CONTINUED

ALPHARETTA

malone design/fabrication
Alpharetta & Old Milton County History Museum
FINAL DESIGN

FINAL SELECTION OF
ARTIFACTS NEEDED ALONG
WITH EXACT DIMENSIONS
FINAL SIZE OF CASES WILL BE
DETERMINED BY FINAL
ARTIFACT SELECTION SIZES



POSSIBLY ROOM FOR PORTABLE
SCALE FOR WEIGHING COTTON-
MORE DETAILS NEEDED



JUNE SINGING
DRESS



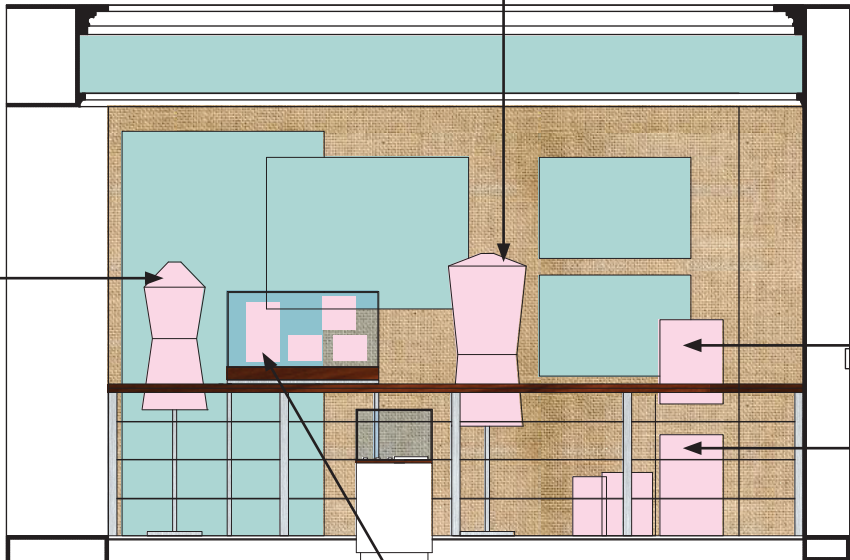
COTTON BAG



BASEBALL JERSEY



WE WILL PROBABLY HAVE ROOM FOR
SHOES AS WELL



MOONSHINE STILL

WHISKEY MASHER
MOONSHINE JUGS



GRAPHIC PANEL

ARTIFACT

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE	DATE
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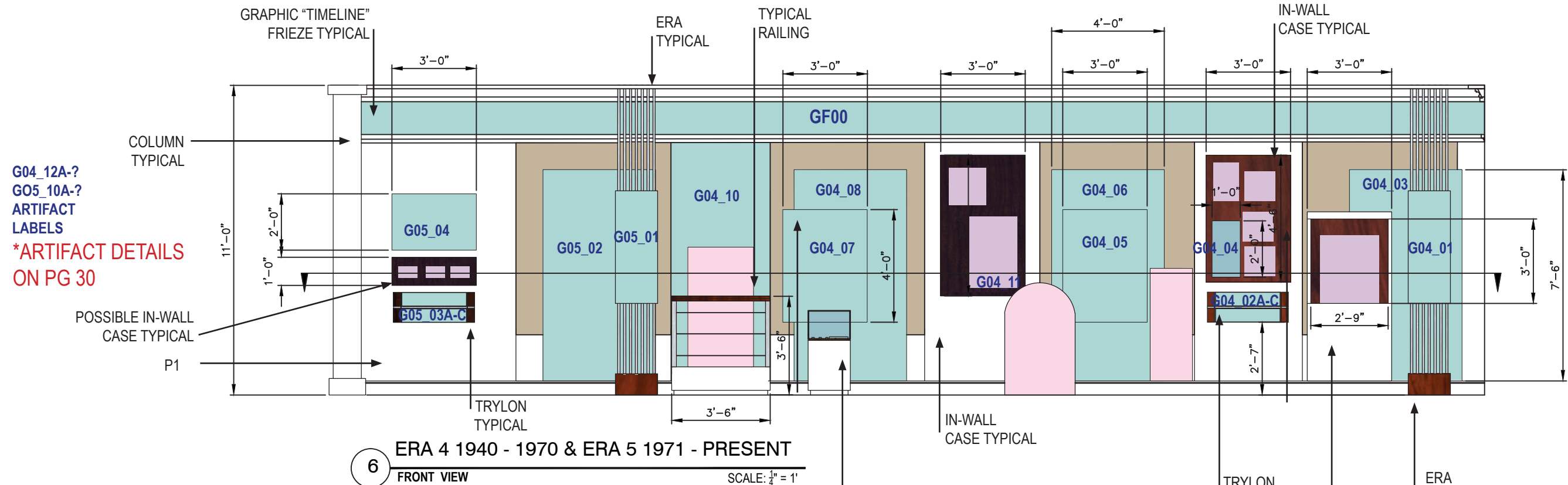
ERA 3 ARTIFACTS

Alpharetta & Old Milton County
History Museum

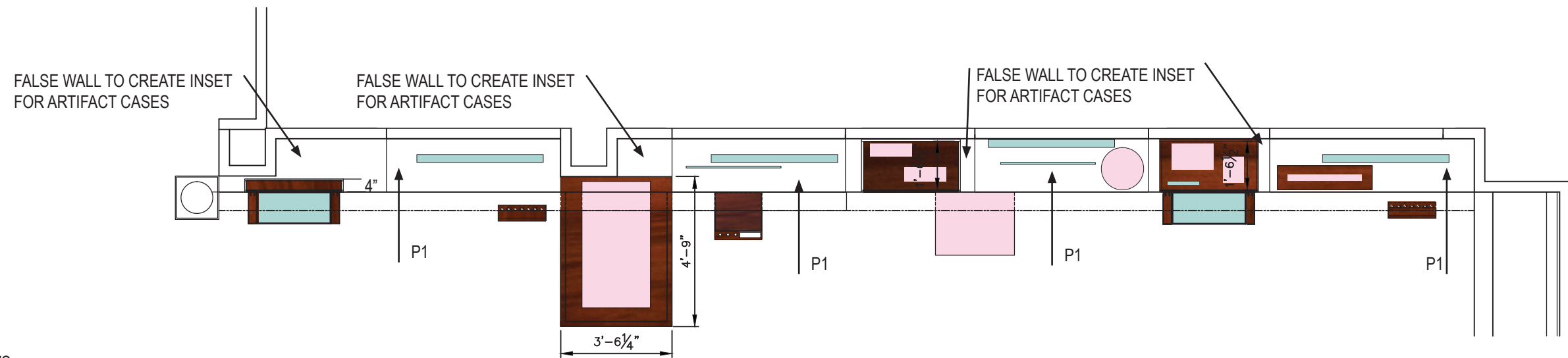
malone design/fabrication FINAL DESIGN

Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016

28



G04_09
AUDIO INTERACTIVE TYPICAL
TELEVISION UNDER ACRYLIC CASE



EXISTING WINDOWS
WITH BLINDS CLOSED

GRAPHIC PANEL

ARTIFACT

APPROVED
(No changes)

APPROVED AS NOTED
(See above)

CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

ERA 4 + 5

ALPHARETTA

malone
design/fabrication

Alpharetta & Old Milton County
History Museum

FINAL DESIGN

Job #15035

Drawn/Checked: SB/LG

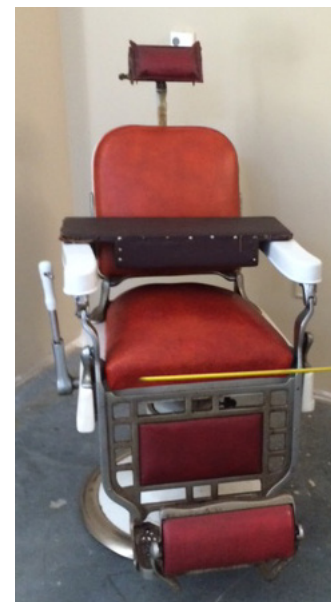
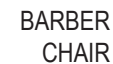
DATE: SEPTEMBER 2016

29

FINAL SELECTION OF
ARTIFACTS NEEDED ALONG
WITH EXACT DIMENSIONS
FINAL SIZE OF CASES WILL BE
DETERMINED BY FINAL
ARTIFACT SELECTION SIZES



CHICKEN FEED | BUCKETS + BASKETS



JUKE BOX
-WILL ALSO BE
INTERACTIVE

GUMBALL MACHINE

WWII
MILITARY JACKET
MOUNTED FLAT



ARTIFACT

☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE _____

malone
design/fabrication

Alpharetta & Old Milton County
History Museum

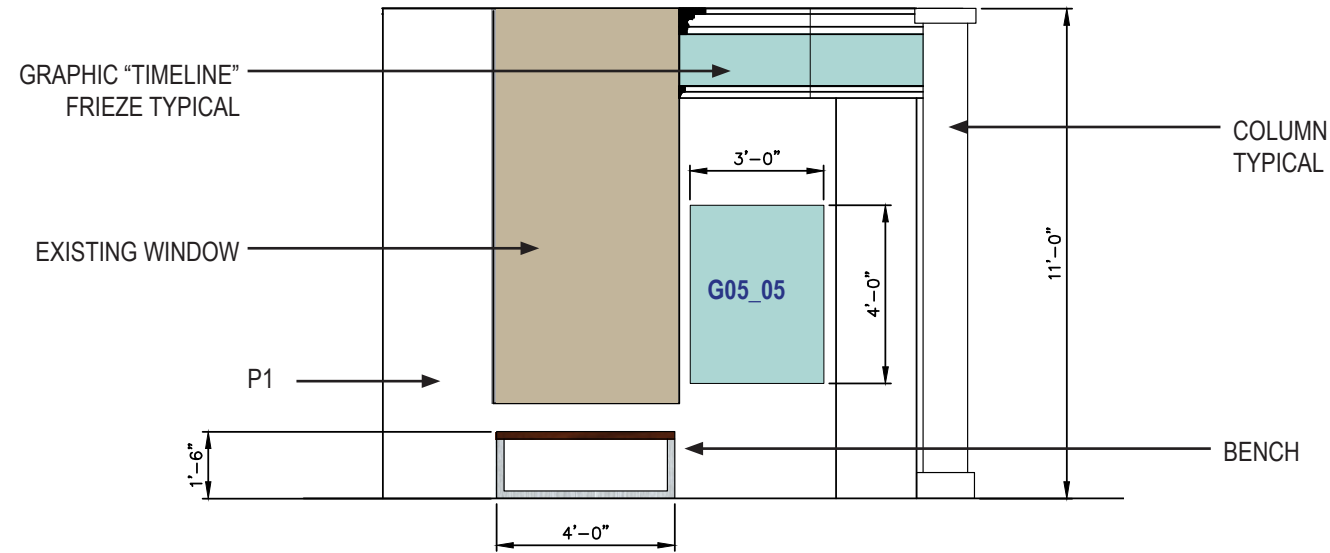
FINAL DESIGN

Job #15035

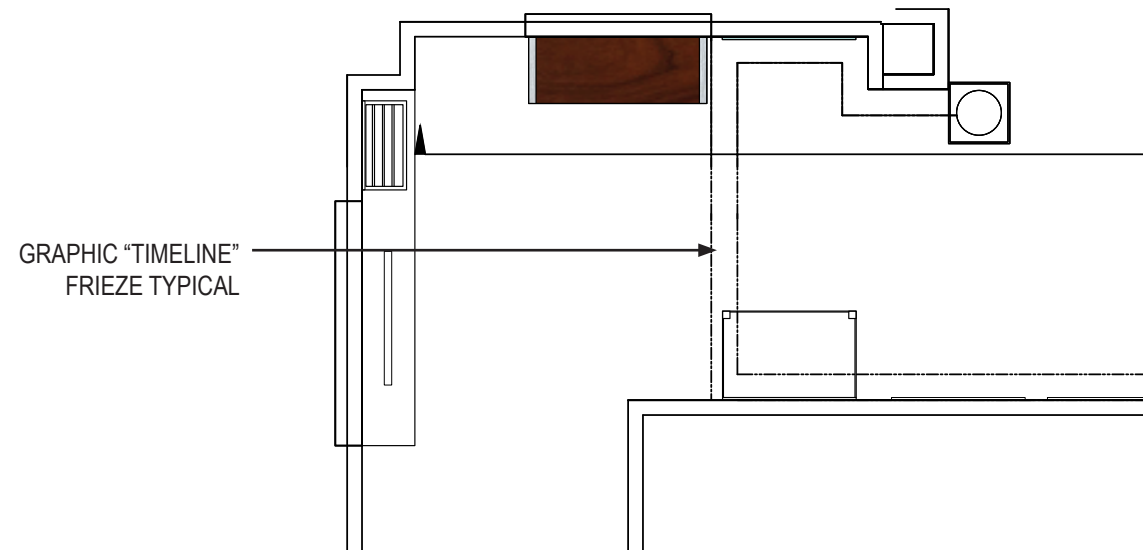
Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

30



7 ERA 5 1971 - PRESENT
FRONT VIEW SCALE: $\frac{1}{4}" = 1'$



7 ERA 5 1971 - PRESENT
PLAN VIEW SCALE: $\frac{1}{4}" = 1'$

 EXISTING WINDOWS
WITH BLINDS CLOSED

 GRAPHIC PANEL

 ARTIFACT

☐ APPROVED
(No changes)

☐ APPROVED AS NOTED
(See above)

☐ CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

ERA 5 CONTINUED

THE CITY OF
ALPHARETTA

malone
design/fabrication

Alpharetta & Old Milton County
History Museum

FINAL DESIGN

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

31

QTY: 2
1 @ 4'L X 1'6H X 1'6W
1 @ 6'L X 1'6H X 2'W

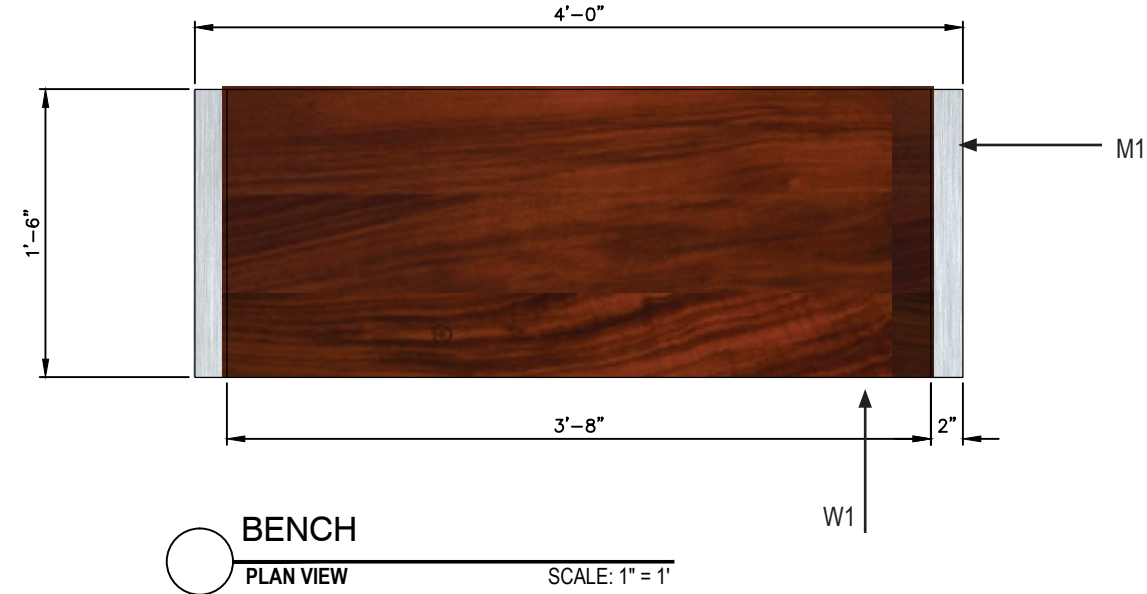
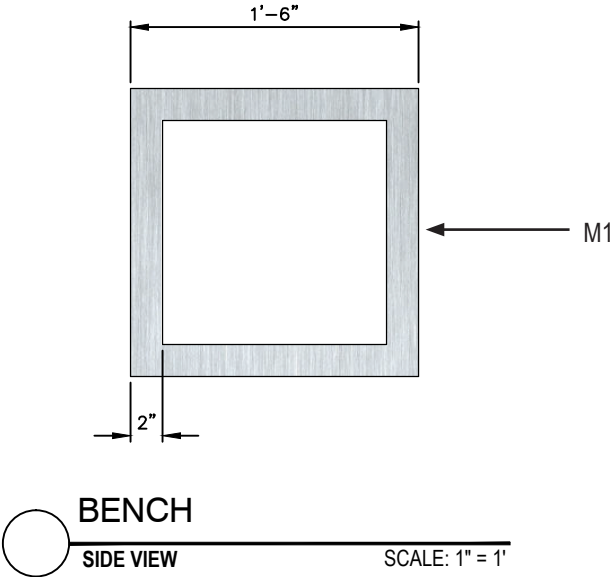
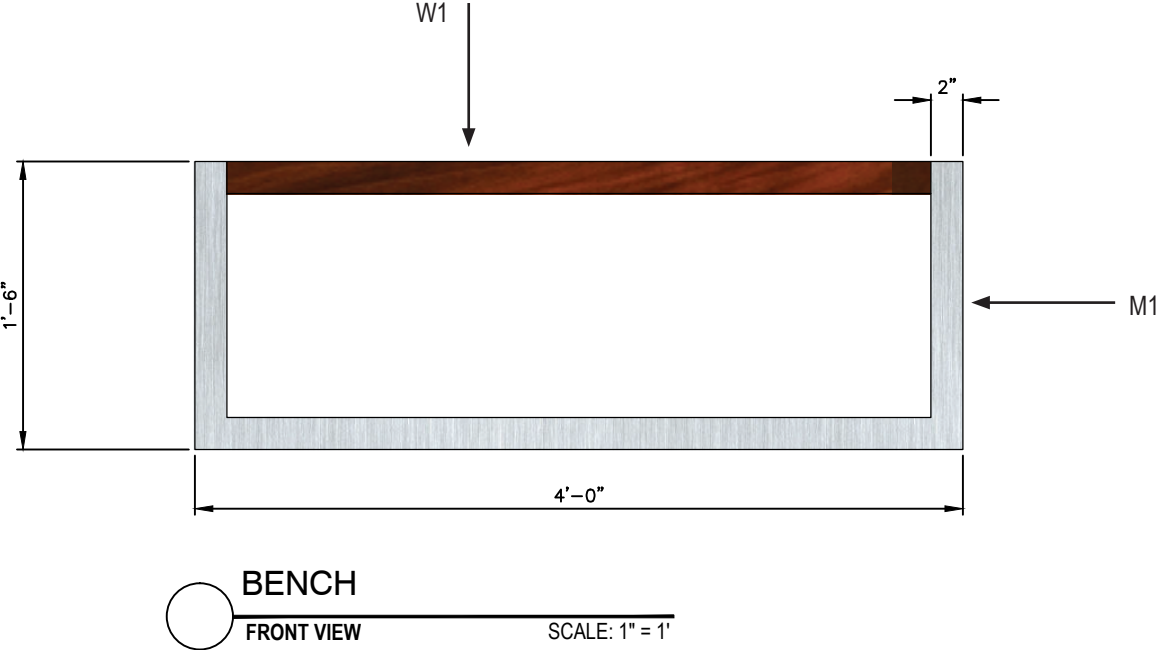


EXHIBIT BENCH



Alpharetta & Old Milton County
History Museum

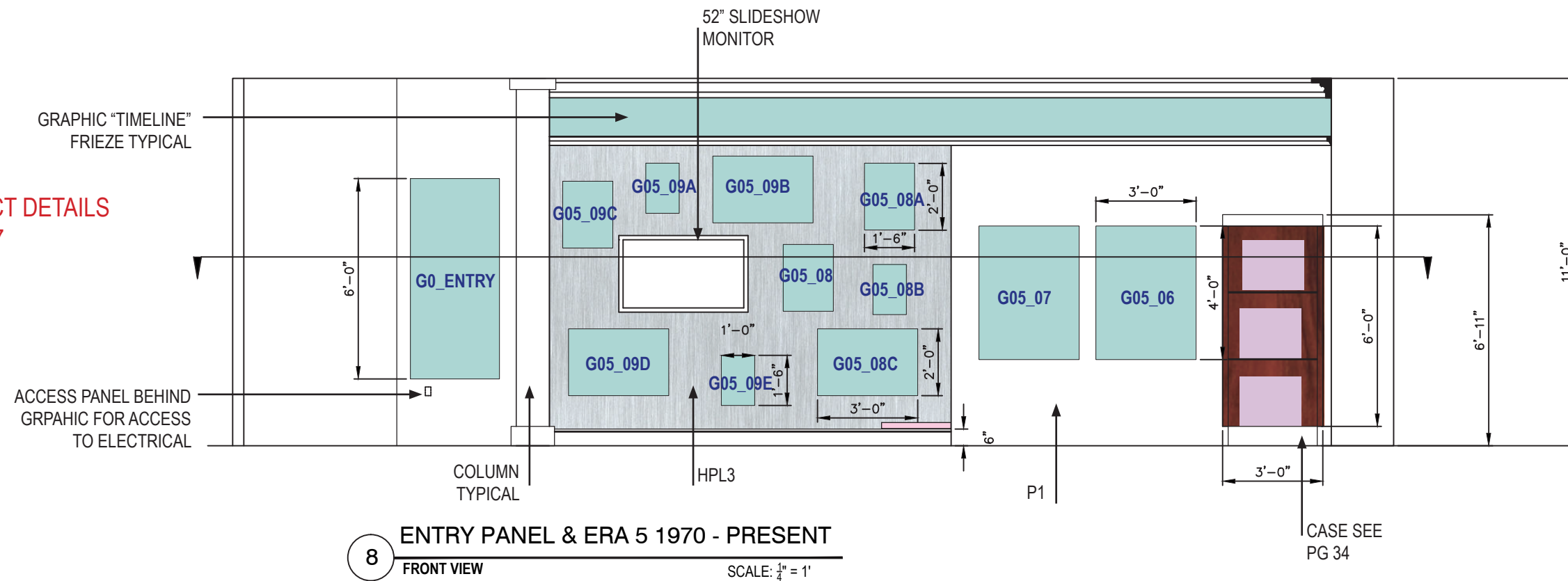
FINAL DESIGN



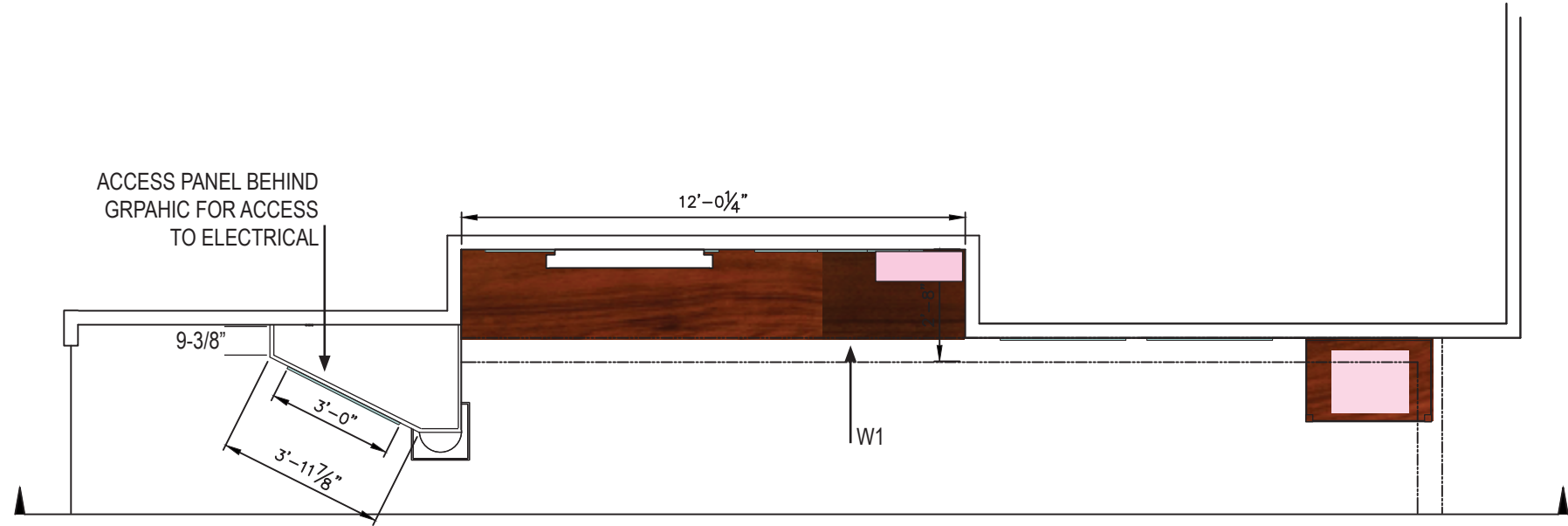
☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE		DATE	
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Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016

*ARTIFACT DETAILS
ON PG 37



8 ENTRY PANEL & ERA 5 1970 - PRESENT
FRONT VIEW SCALE: $\frac{1}{4}" = 1'$



8 ENTRY PANEL & ERA 5 1970 - PRESENT
PLAN VIEW SECTION SCALE: $\frac{1}{4}" = 1'$

- GRAPHIC PANEL
- ARTIFACT

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE		DATE	
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ERA 5 CONTINUED

Alpharetta & Old Milton County
History Museum

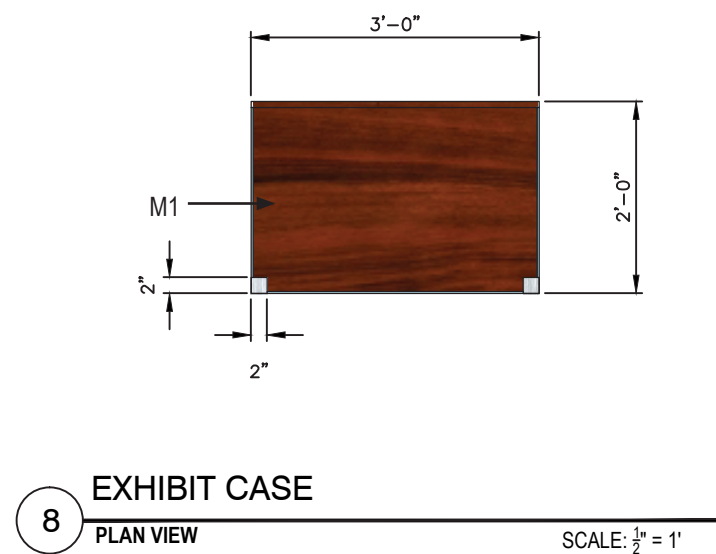
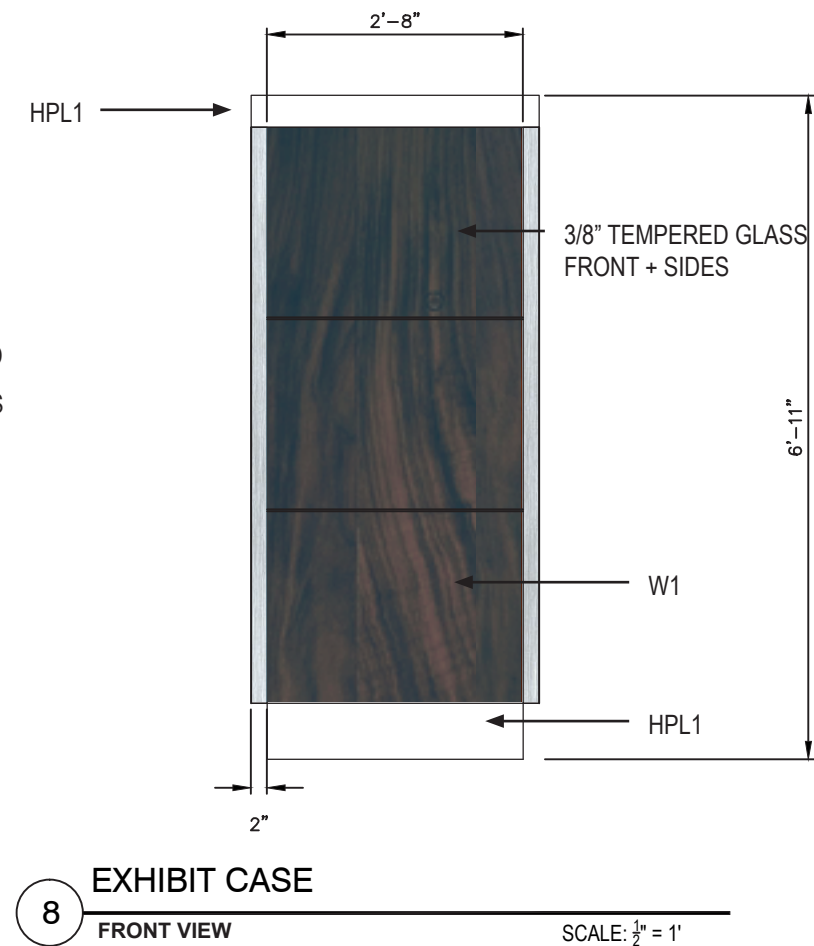
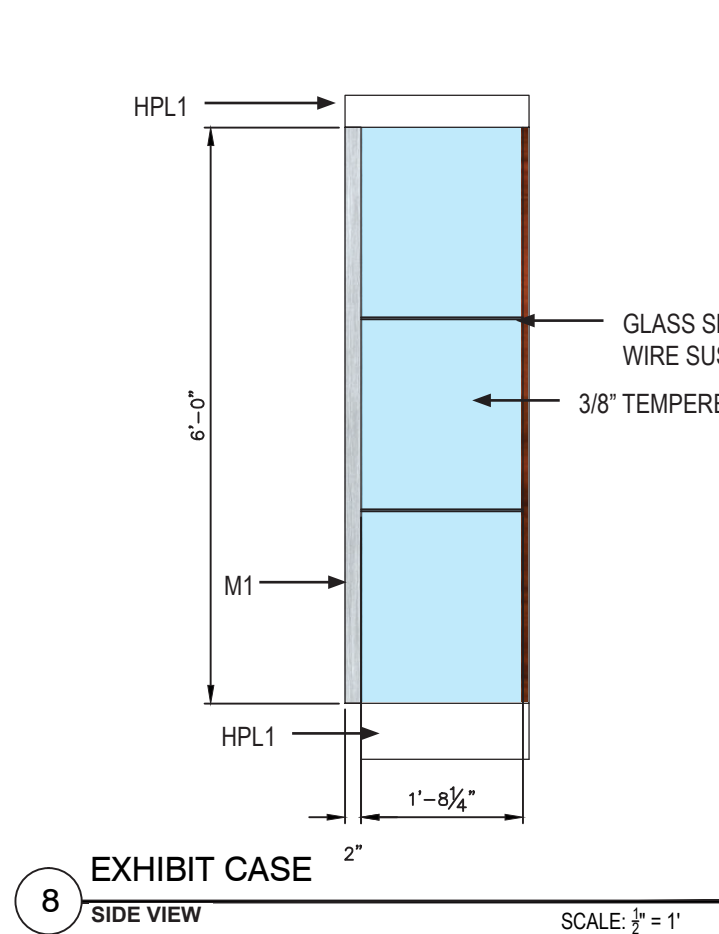
malone design/fabrication FINAL DESIGN

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

33



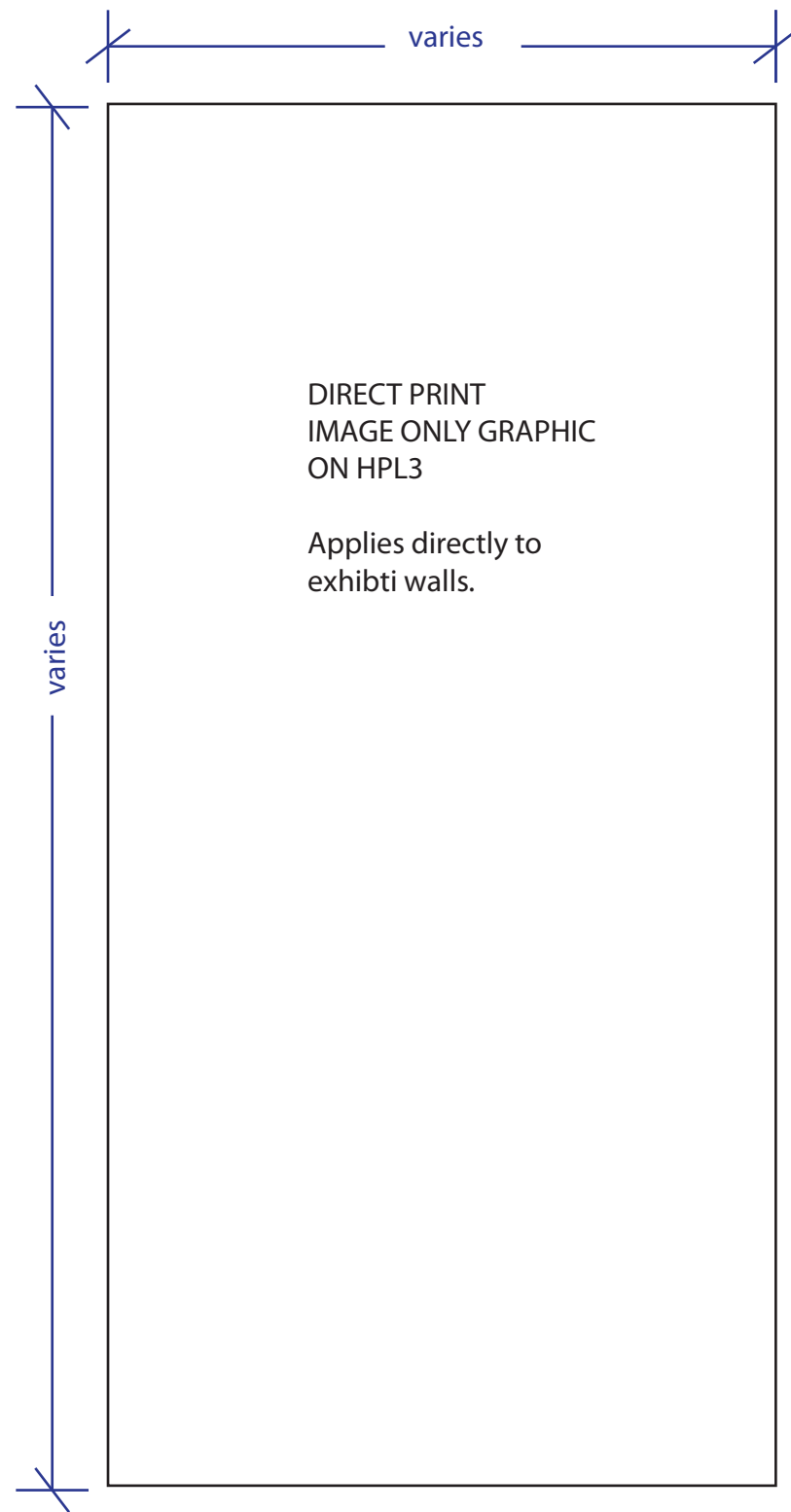
ERA 5 EXHIBIT CASE



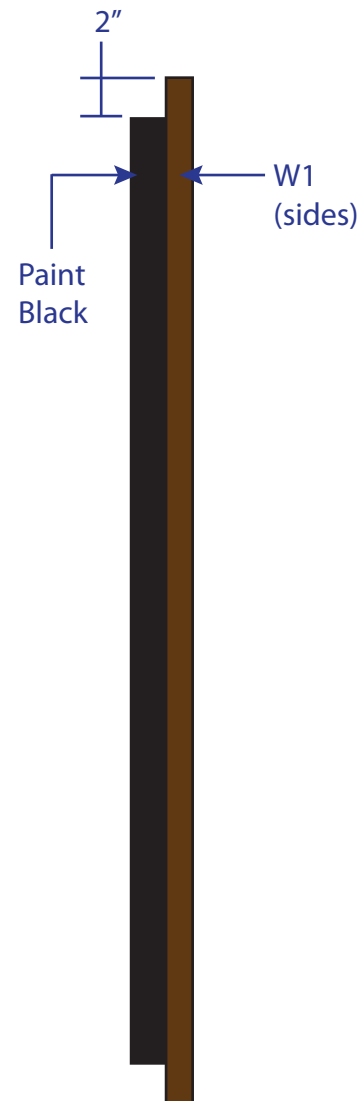
malone design/fabrication
AlphaRetta & Old Milton County History Museum
FINAL DESIGN

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE	DATE
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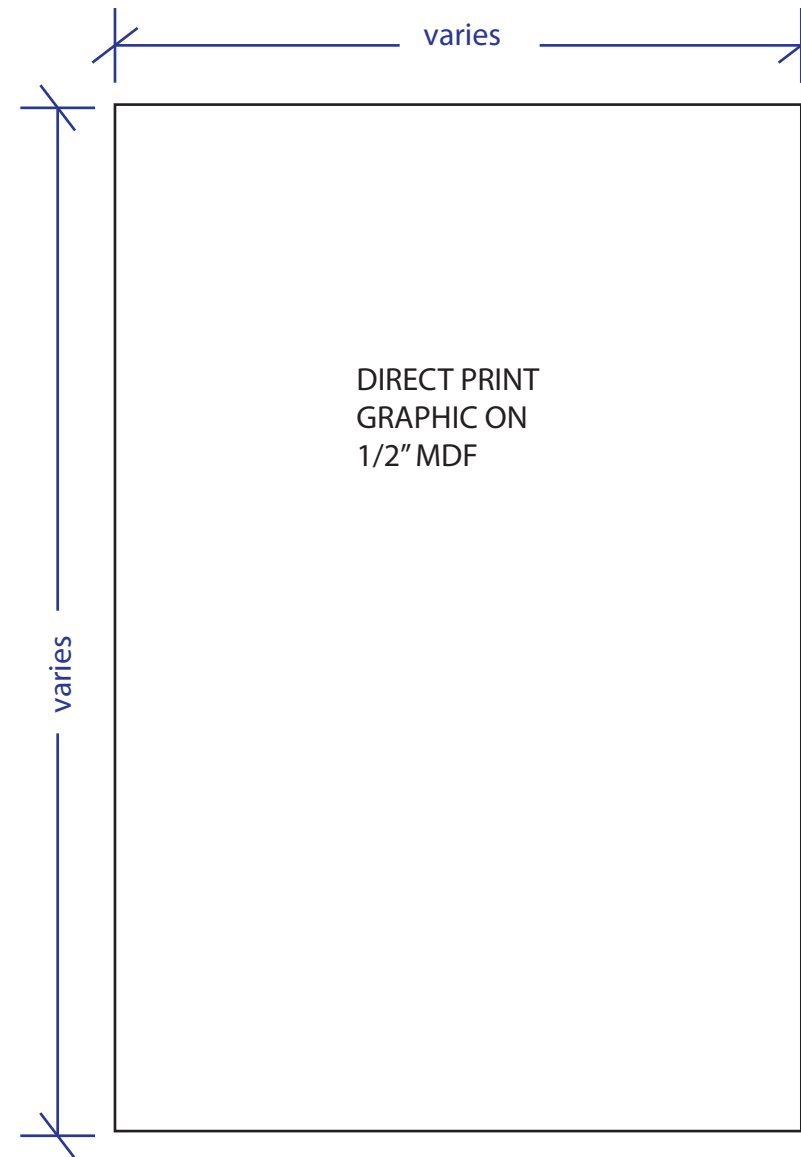
Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016



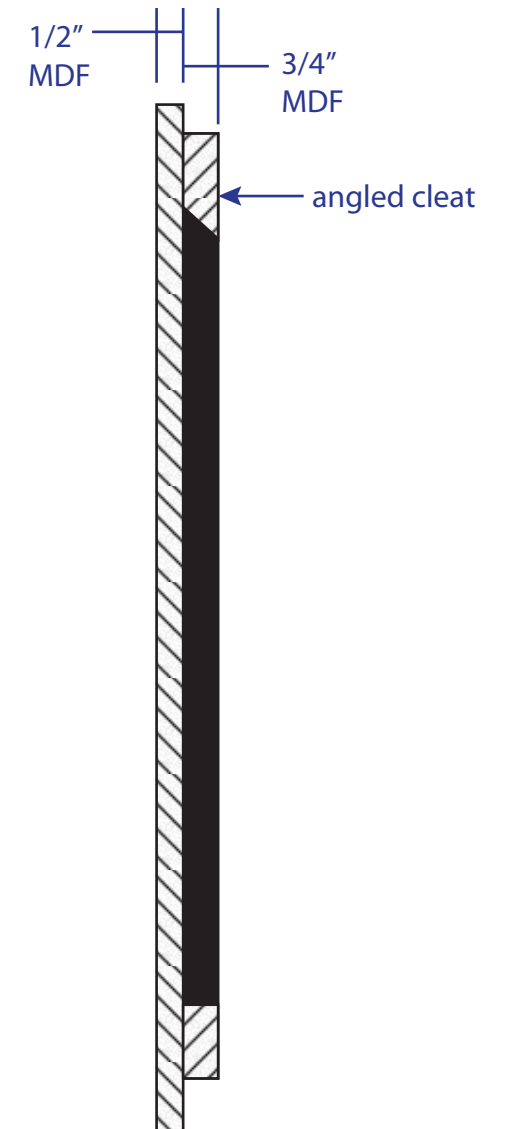
TYPICAL IMAGE ONLY BACKGROUND GRAPHIC



TYPICAL CLEATED GRAPHIC SIDE



TYPICAL CLEATED GRAPHIC FRONT



TYPICAL CLEATED GRAPHIC SIDE SECTION

CLEATED PANEL TYPICAL

SAMSUNG

★★★★★



BRIGHTSIGN LS

BrightSign's fully featured commercial-grade player provides a far superior alternative to the consumer devices sometimes chosen for price-sensitive installations. Based on the award-winning BrightSign HD platform, BrightSign LS delivers our signature reliability and affordability. A robust feature set, including H.265 and Full HD video decoding, entry-level HTML5 performance, USB 2.0 (type C), and networking, is provided in a very small form digital signage media player.



Entry-Level Media Player



Features



H.26



1080p6



Entry-Level



IP Streaming



BrightBeac



BrightWa



Zones



Interactive



Live Fe



Geo-Fencing



Tagging



BrightSign

[Sign Preview](#)

Remote



BrightPlate



100base T



B-Dep

BrightSign, LLC. 16780 Lark Ave., Suite B Los Gatos, CA 95032 | USA 408-852-9263 | International +44 1223 298500 | www.brightsign.biz

THE CITY OF
PHARETTA

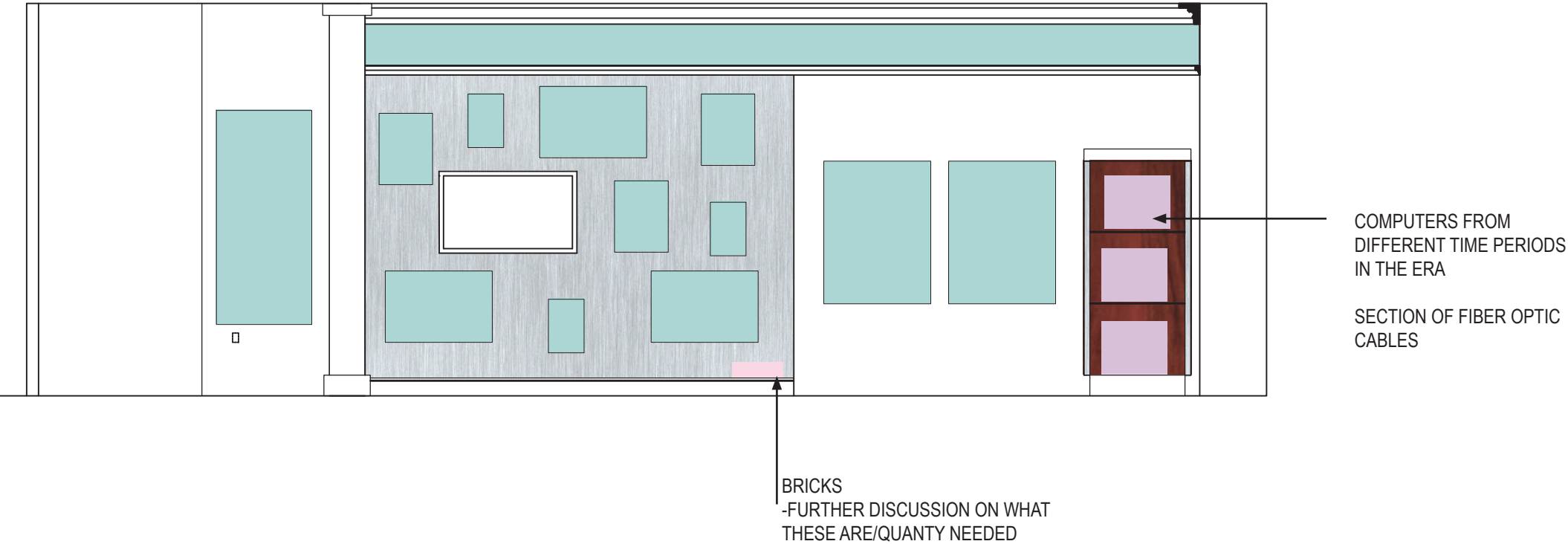
The logo for Malone Design/Fabrication features the word "malone" in a bold, dark blue, lowercase sans-serif font. Below it, the words "design/fabrication" are written in a smaller, lighter blue, lowercase sans-serif font. A thick, yellow, stylized wavy line curves behind the text, starting from the left and ending under "fabrication".

FINAL DESIGN

36

36

FINAL SELECTION OF
ARTIFACTS NEEDED ALONG
WITH EXACT DIMENSIONS
FINAL SIZE OF CASES WILL BE
DETERMINED BY FINAL
ARTIFACT SELECTION SIZES



GRAPHIC PANEL

ARTIFACT

APPROVED
(No changes)

APPROVED AS NOTED
(See above)

CHANGES REQUESTED
(See above and re-submit)

SIGNATURE

DATE

ERA 5 ARTIFACTS

malone

design/fabrication

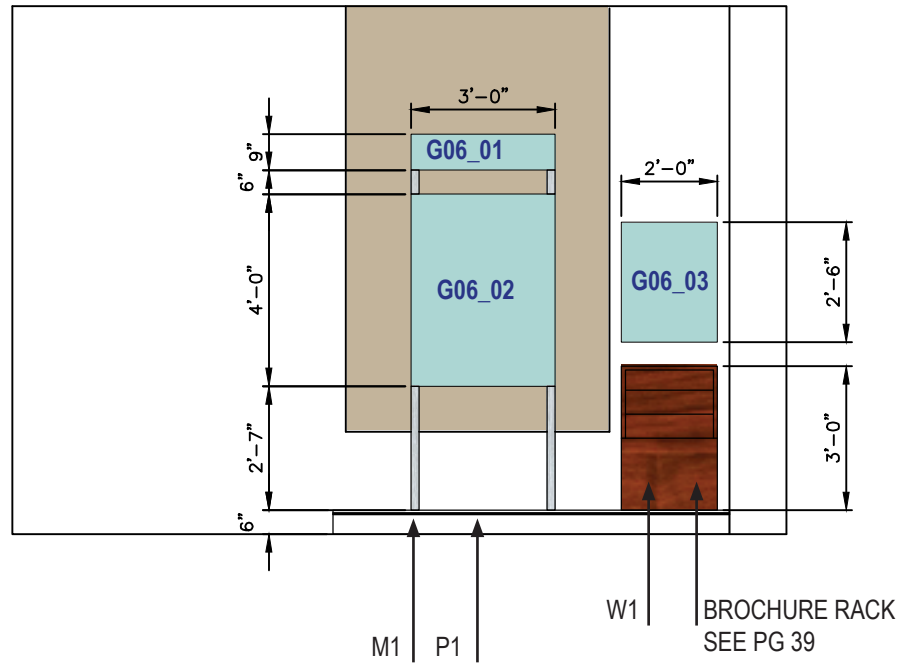
Alpharetta & Old Milton County
History Museum
FINAL DESIGN

Job #15035

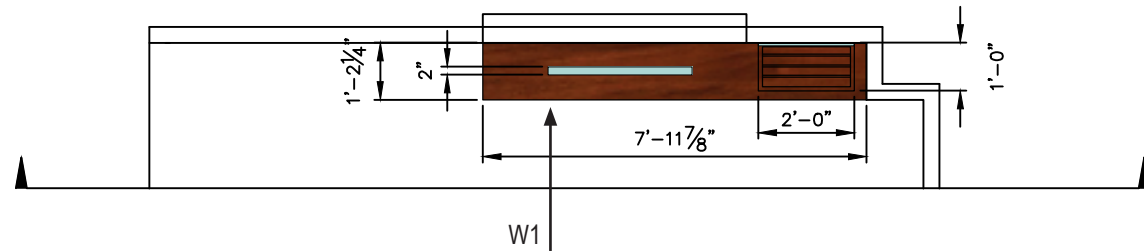
Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

37



9 VISITING ALPHARETTA
FRONT VIEW SCALE: $\frac{1}{4}" = 1'$



9 VISITING ALPHARETTA
PLAN VIEW SECTION SCALE: $\frac{1}{4}" = 1'$

- EXISTING WINDOWS WITH BLINDS CLOSED
- GRAPHIC PANEL
- ARTIFACT

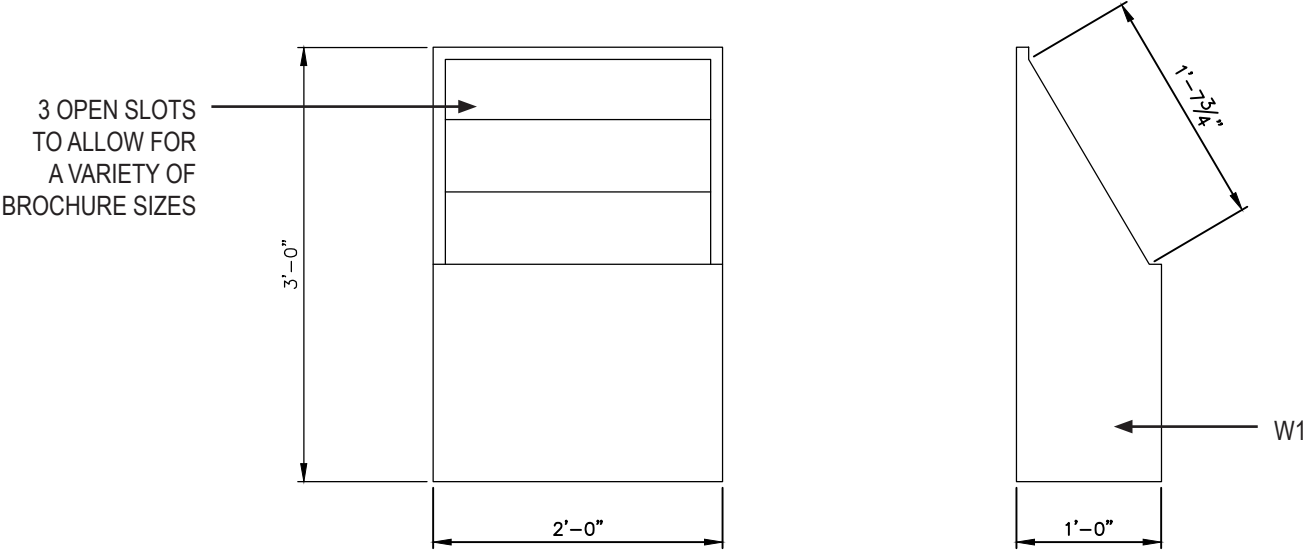
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VISITOR INFORMATION

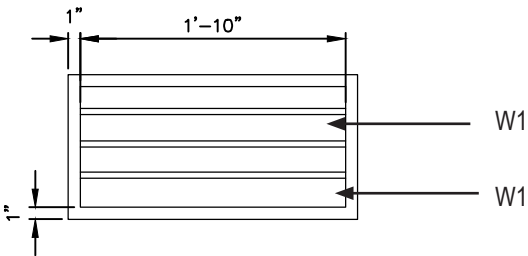
Alpharetta & Old Milton County
History Museum
FINAL DESIGN



Job #15035 Drawn/Checked: SB/LG DATE: SEPTEMBER 2016



8 VISITING ALPHARETTA BROCHURE STAND
FRONT + SIDE VIEW
SCALE: $\frac{3}{4}'' = 1'$



8 VISITING ALPHARETTA BROCHURE STAND
PLAN VIEW
SCALE: $\frac{3}{4}'' = 1'$

☐ APPROVED (No changes)	☐ APPROVED AS NOTED (See above)	☐ CHANGES REQUESTED (See above and re-submit)	SIGNATURE		DATE	
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malone

design/fabrication

Alpharetta & Old Milton County
History Museum

BROCHURE STAND

FINAL DESIGN

Job #15035

Drawn/Checked: SB/LG

DATE: SEPTEMBER 2016

39

The Alpharetta and Old Milton County History Museum

ENTRY PANEL (GO_ENTRY)

GRAPHIC FREEZE (GF00)

Central Feature: Multimedia interactive (exhibit overview)

Video overview: Series of projected historic and modern era maps (some with animations), pushbutton activated. Text explains on monitor above.

Intro loop:

From its earliest days, Alpharetta has undergone as many as 10 governmental changes in nations, territories, and counties, all without changing its GPS coordinates by a single digit. Use the map below to see who governed Alpharetta and when.

GI-01

Map-cued Texts:

- 1) Before Europeans arrived in North America in the 1500s, Mississippian-era chiefdoms controlled the southeast. Many townships had huge earthen mounds. Two ancient mound sites (Etowah and Ocmulgee) lie within 100 miles of Alpharetta, and another (Summerour) is submerged under Lake Lanier.
- 2) Cherokee or British? When English colonists founded Georgia in 1732, the Cherokee Nation occupied most of north Georgia. But King George II of England claimed all the land from coastal Georgia west to the Pacific Ocean!
- 3) In 1776, the 13 colonies issued a Declaration of Independence from Great Britain. The Alpharetta area became part of the new state of Georgia in the new United States of America. However, the Cherokee Nation did not agree.
- 4) In 1811, after years of strife, the state of Georgia pushed the Cherokee Nation into smaller territory in the hilly lands north of the Chattahoochee River. In this landscape, the Alpharetta area was part of the Cherokee Nation.
- 5) By 1831, Georgia had taken over the Cherokee Nation and converted its land, including the Alpharetta settlements, into a vast area named Cherokee County.
- 6) In 1832, Georgia divided Cherokee County into 10 smaller counties. The Alpharetta area remained within the new, downsized Cherokee County.
- 7) On March 23, 1858, parts of southern Cherokee, east Cobb, and southern Forsyth counties were sliced off to create Milton County. The county seat, first named Milton, was renamed Alpharetta on July 17, 1858.
- 8) In 1859, Milton County expanded, gaining land south of the Chattahoochee River from DeKalb and Gwinnett counties.
- 9) In 1860, Milton County annexed more land from Forsyth County.
- 10) On January 18, 1861, Alpharetta, Georgia, was located in the county of Milton in the United States of America. On January 19, 1861, the state of Georgia voted to secede from the United States. Until the Confederate States of America was officially established by a provisional constitution on February 7, 1861, the state of Georgia – and the City of Alpharetta – could be considered places without a country. (Legally, the

United States government rejected the southern states' secession and refused to recognize the C.S.A.)

- 11) By surrendering to the Union armies in the spring of 1865, the C.S.A. and all its states, counties, and communities once again became part of the United States of America.
- 12) In 1932, in the throes of the Great Depression, Milton County staved off bankruptcy by merging with Fulton County. Alpharetta lost its status as county seat.
- 13) Today the City of Alpharetta is an incorporated municipality in Fulton County, Georgia, U.S.A.
- 14) Traces of Old Milton County can still be found across north Fulton County in and around historic Alpharetta and Roswell and in two nearby municipalities – the City of Milton and the City of Johns Creek -- incorporated in 200.

Images: Need maps for illustrating each of these stories

Perimeter wall exhibits with graphics, interactives and display cases**Era 1 – Before 1858****Panel 1: vertical column (section intro)***G01_01***Early Days**

Listen! The wind blows softly through tall oak and chestnut trees. A white-tailed deer glides silently through the forest. A hunter from a nearby village follows, his weapon in hand. With luck, the families will dine on roasted venison this evening.

By the time English settlers started a colony on the Georgia coast in 1732, tribal people had been living here for thousands of years. But to the English, accustomed to neatly plowed fields, big manor houses, and crowded cities, this “New World” appeared to be a wild and unclaimed place. Disregarding tribal territories and boundaries, they claimed a vast colony for their leader, King George II. Within 100 years, the newcomers would oust the native people and take over their land.

One chapter of this story happened here, in this very place: Alpharetta.

TRILON 1 (3-sided rotating typical graphic interactive)*G01_02A-C***People:**

In 1838, after years of strife, Cherokee families who had lived here for generations were forced westward to Oklahoma on the infamous “Trail of Tears.” White settlers rushed in, mostly Georgians of Scots-Irish or English ancestry. Reminders of these early families survive in dozens of place names all around us. Look for Wills Park, Manning Elementary School, Kimball Bridge Road, Upshaw Drive, Rucker Road (Alpharetta); Arnold Mill Road and Dinsmore Lake (City of Milton); and Nesbit Ferry Road, Autrey Mill Park, and Morton’s Crossroads (Johns Creek).

Government:

Shortly after taking control of the Cherokee Nation, the state of Georgia renamed the area Cherokee County. A year later, Cherokee County was carved into ten smaller counties, each with its own county seat. The area now called Alpharetta became part of the smaller version of Cherokee County.

Image: Map showing the ten counties – Cass (now Bartow), Cherokee, Cobb, Floyd, Forsyth, Gilmer, Lumpkin, Murray, Paulding, and Union.

Livelihoods:

In the 1850s, a settlement called Farm House was a thriving commercial center in this area. Farm House had a post office, a general store, a gristmill for grinding flour and corn, and a sawmill for cutting logs into planks. Why do you think the community was called Farm House?

Large Artifact:

- **Spinning wheel**

Caption beside spinning wheel:

Using wooden spinning wheels powered by peddling, pioneer women spun their own thread and made most of the family clothes.

LARGE MURAL G01_03**Quotation:**

"...All the Soils, Grounds, Havens, Ports, Gulfs, and Bays, Mines as well Royal Mines of Gold and Silver, as other Minerals, Precious Stones, Quarries, Woods, Rivers, Waters, Fishings as well as Royal Fishings of Whale and Sturgeon...[and] Pearls.....

--King George's Ownership Claims in Georgia Charter, 1732

Story 1:**G01_04****New Echota**

The Georgia Cherokees were a sophisticated, educated people who had their own constitution, capital city (New Echota), written language, and government. Some were wealthy planters who practiced Christianity and owned African American slaves.

However, some tribal members disagreed on the best way to deal with white settlers coming into their territory. Should they stick to Indian ways, or try to work within white people's laws? In the Treaty of New Echota, one group of Cherokees sold all Cherokee land to whites without agreement from the other group. The result was catastrophic: All Cherokees were driven from Georgia, and the betrayed group got revenge by killing the Cherokees who signed the treaty.

The Cherokee Indian presence lives on in many north Georgia place names, from the Etowah River to Four-Killer Creek. Both John's Creek and Chicken Creek are said to be named after Cherokee residents.

Image: List of names of Cherokee families and map showing Cherokee settlements

Story 2:**G01_05****The Georgia Land Lottery**

Suppose you could win a farm in the lottery? Would you try?

First, check your eligibility. The land lotteries were open to:

- white bachelors (men) 18 or older who had lived in Georgia at least three years;
- widows with children; and

➤ families of a husband, wife, and at least one child.
Single women? Sorry – you’re out of luck.

Between 1805 and 1832, about 100,000 people received land in the lottery for an average of 7 cents an acre. The state held three lotteries of Cherokee land in 1832, including the land in what is now Alpharetta. The lottery lands in the Alpharetta area were 40-acre “gold district” lots that sold for \$10 each – or 25 cents an acre.

Client suggests: Land Lottery Sales Agreement # 352 for 40 acres.

Image: drawing of men around lottery barrel (New GA Encyclopedia)

Story 3:

G01_06

A Community of Churches

Early Methodist and Baptist churches anchored some of the first white settlements in the region. These early churches ministered to both the religious and social lives of their members, with regular Sunday services, mid-week prayer meetings, and annual events such as summertime camp meetings, tent revival weeks, and weekend singings.

While many early churches have vanished, some remain active in north Fulton County to the present day. For example, Alpharetta’s Big Creek Primitive Baptist Church began in 1828, while Milton’s Providence Baptist Church was founded in 1834 and its Birmingham Methodist began as Darter’s Chapel Congregational Church in 1835. Johns Creek’s United Methodist Church tracks its history back to 1828, when it began as the Warsaw Campground. St. James United Methodist Church’s African American congregation traces its lineage to 1867, just two years after its founders gained their freedom in the Civil War.

Image: historic church buildings?

GRAPHIC IMAGE G01_07

INTERACTIVE G01_08

ARTIFACT LABELS G01_09A-?

Era 2 – 1858-1900

Vertical Panel 2: vertical column (section intro)

G02_01

Alpharetta, the Milton County Seat

Imagine having to make a four-day trip to get to your county courthouse! If you lived in this area in the 1850s, you faced a rough overnight trip to Canton, the county seat, to get a marriage license, record a real estate deed, or probate your deceased father's will. If you had to serve on a jury or defend yourself in court, you might have to stay in a hotel for days or weeks.

In 1857, the Georgia General Assembly solved this problem by creating the new county of Milton. Chartered on March 23, 1858, Milton County eventually gained land from nearby Cherokee, DeKalb, Gwinnett, and Forsyth. Its county seat was a new town near a Methodist Camp Ground about two miles from Farm House. First called Milton, it got a new name -- Alpharetta -- on July 17, 1858.

Why Alpharetta?

Nobody knows exactly why the Inferior Court of Milton County ordered the town of Milton renamed Alpharetta. And what does "Alpharetta" mean? The Greek word *alpha* means "first" -- but *retta* has no meaning in the Greek language, although some speculate it was chosen to mean "town." Another theory refers to an Indian maiden named Alpharetta or Alfaretta in a 19th-century play, poem, or song. Whatever its true meaning, Alpharetta, Georgia, appears to be the only Alpharetta in the entire world.

Trilon 3: (3-sided rotating typical graphic interactive)

G02_02A-C

People:

The 1860 census for Alpharetta shows a population of 200 people, with 42 "heads of households" (men) in the city limits.

In a shocking illustration of the devastation of the U.S. Civil War (1861-1865), the new city of Alpharetta lost half its population in its first decade -- even though it not invaded and was never a battleground. Instead, losses grew as young men went off to war -- some never to return -- and struggling families shifted about. By 1880, a full 15 years after the war's end, Alpharetta's population had rebounded to 164 -- still about 40 people shy of its pre-war size.

Image: List of original Alpharetta Lot purchasers in 1858 (handwritten with acreage)

Livelihoods:

The Job Market in Early Alpharetta

Making a living in early Alpharetta was not easy, but some tasks are familiar. With a few adjustments for technology, early Alpharetta residents could probably find jobs in today's economy. Take a look:

- Nine heads-of-household in the 1860 census worked in agriculture (8 farmers growing mostly cotton, 1 hired hand).
- Nine worked in construction (6 carpenters, 2 brick masons, 1 ditch-digger).
- Eight worked in the trades (3 blacksmiths, 2 tailors, 2 shoemakers, 1 mechanic).
- Six worked in government or business (5 government officials, 1 clerk).
- At least six worked in the hospitality, tourism, and food services industries (2 hotel keepers, 2 livery stable workers, 2 grocers).
- One each worked in the professions (1 doctor, 1 teacher).

Illustration: Show actual census document (per client)

Government:

Milton County, Georgia, U.S.A.

In April 1858, the newly formed Milton County purchased 60 acres for its county seat. The county sold most of this land to new residents but kept 13.5 acres for county and city government. Plans for the new town included two 90-foot-wide streets, a brick courthouse, and a jail. A town charter gave the city the right to levy taxes on liquor and grocery stores, billiard halls, and entertainment venues.

The first report of the city trustees showed a balance of \$1,302.00 for fiscal year 1859. Unfortunately, this prosperity was not to last. Within three years of its founding, Alpharetta found itself the unwilling subject of a rebellious and war-torn country: the Confederate States of America.

GRAPHIC IMAGE G02_03

Story 1:

G02_04

The Bitter Toll of War

When they were called to the state capitol in Milledgeville in 1861, state representatives from Milton County voted against Georgia's secession from the United States. In this hilly northern county, few farmers depended on enslaved workers. Going to war for the Confederate States of America seemed an unnecessary risk.

Larger, slave-holding counties overruled Milton's opposition. In January of 1861, Georgia became the fifth state to secede from the union.

A total of 128 Milton County soldiers died in the Civil War, while 116 were wounded and 120 were captured. As a young soldier's letter from the front makes clear, for Alpharetta's enlisted men, war was hell:

“...Sandy Morris got his leg broke below his knee and will have to be cut off, I reckon. Ben Morris got his left arm broke below his elbow. I would like for you to tell Mrs. Morris about her boys. Monroe Emory got his right eye shot out, and the doctor says he will get over his wound.”

The letter-writer, S.G. Crisler of Milton County, was killed in the Battle of Manassas in Virginia on September 5, 1862. Three of his brothers also died during the war.

Image: John Rucker, manuscript of the letter

Story 2:

G02_05

Assessing the Damage

At war's end, residents in Alpharetta and Milton County faced not only personal losses, but economic and political losses as well.

- On their march through Georgia, Union raiders dropped by to burn jury records stored in the county courthouse.
- Because the county was broke, citizens were advised to turn to Sunday Schools to educate their children.
- The cotton trade was destroyed by the war. The Union Army grabbed farm property as well, including mules, horses, cattle, chicken, and vegetables. Men who made it back home had to revive farms with no seed stock, no cows, no chickens, and no money.
- Returning soldiers had to sign an Oath of Loyalty to the United States before their rights as citizens would be restored.

Image: Loyalty Oath, soldiers in uniform

GRAPHIC PANEL G02_06

Story 3:

G02_07

Rebuilding a War-Torn Community

By the 1870s, Alpharetta had begun to rebuild.

- The first Old Soldiers Day Parade was in August 1865, when four soldiers marched down Main Street in Alpharetta.
- In 1871, 46 residents invested funds to start Alpharetta Academy. Although the building burned in 1934, its legacy lives on in Academy Street behind the city hall.

- In 1867, newly freed African Americans in the area formed a one-room church on Cumming Street. Today St. James United Methodist Church occupies a modern facility on Webb Bridge Road.
- For the first time, the official census of 1870 listed not only whites, but also six citizens who were African American.
- By 1879, the Milton County had recovered enough to build a new courthouse. This handsome brick building survived until 1955.
- In the 1890s, the state of Georgia began levying personal property tax to fund public education. For Milton County, these funds meant new public schools (including a segregated school for African Americans) in Alpharetta and surrounding towns.

Images and Artifacts: school photos/classes, school desk, old school books

Quotation:

"We buried our dead this morning; we do not know how soon it will fall to some of the rest of our lot to have to fall on the battle field. I hope you will remember us. I hope the time will come when we shall meet again in peace and if we don't meet in this world I hope we will meet in a better world than this."

Letter home, June 26, 1862, by S.G. Crisler

Audio Station:

G02_08

Dramatic readings of letters and diaries from this era.

ARTIFACT LABELS G02_09A-?

ERA 3 – 1900-1940

G03_01

Vertical Panel 3: vertical column (section intro)

A Small Town Prospers... for a While

At the turn of the 20th century, downtown Alpharetta was a lively place. Hotels and boarding houses catered to traveling judges, lawyers, jurors, young unmarried teachers, and "drummers," or traveling salesmen. Grocery and clothing stores, the *Alpharetta Free Press* newspaper, the Milton County Bank, and other businesses kept residents supplied with food, fashions, news, and more.

Then a fire swept through the downtown, burning the newspaper office and some of the stores. The next wave of buildings, constructed between 1904 and 1915, were made of brick and concrete. Some of these sturdy buildings still stand today, filled with popular restaurants and shops.

In 1917, the United States sent troops “Over There” to help European allies fight the Great War (now known as World War I). By the 1920s, worldwide optimism over the war’s end made stock markets soar. New technologies – electricity, cars, telephones, radios, airplanes -- changed people’s lives.

Then came Black Friday. On October 29, 1929, the New York Stock Market crashed, causing a worldwide financial panic and starting the Great Depression.

For the next ten years, the Great Depression profoundly affected Georgians’ lives, from Alpharetta to Omega and everywhere in-between.

Trilon 4: (3-sided rotating typical graphic interactive)

G03_02A-C

People:

Serving in the Great War

The June 7, 1917, edition of the *Milton County News* listed 506 young men subject to military draft. At the time, Milton County had about 6,700 people. These 500 able-bodied young men represented a substantial part of the adult male workforce.

In one of the great tragedies of the World War I era, many soldiers were exposed to poisonous nerve gas. Among them were four men from Alpharetta. One Alpharetta nerve gas survivor, Andy Wood, was unable to live on his own after the war and boarded in the Webb Hotel on Milton Avenue for much of his adult life.

Livelihoods:

Alpharetta’s Cotton: First Tall, Then Rotten

In 1911, an Alpharetta farmer introduced “Broadwell’s double-jointed cotton,” a new strain that yielded three times as much cotton as older plants. His giant cotton stalks were so famous that one, abloom with 715 cotton bolls, was installed in the Georgia State Capitol in Atlanta. Cotton fed three cotton gins, numerous warehouses, and several cotton brokers in Alpharetta, as well as four other cotton gins in nearby towns.

For decades, cotton had been Alpharetta’s tall and booming cash crop. Suddenly, with the arrival of a small, pesky insect, most of the South’s cotton was rotten. The boll weevil invaded and destroyed cotton crops from Georgia to Virginia to Texas. Many cotton farmers never recovered.

Artifact: Repro of giant cotton stalk

Government:

Goodbye Milton, Hello Fulton

For the fourth time in its brief history, Alpharetta was about to enter a new political arena. This time, Milton County faced potential bankruptcy.

As the Great Depression wore on and the boll weevil continued to munch its way through the cotton fields, tax revenues fell so low that the county could no longer maintain its roads and buildings or pay its employees, including schoolteachers. In a vote of 213 to 59, Milton County residents approved the county's merger with Fulton County. On January 1, 1932, Milton County ceased to exist. And Alpharetta, created as a proud county seat, lost its position to the upstart City of Atlanta some 30 miles away.

GRAPHIC TBD G03_03

GRAPHIC IMAGE G03_04

GRAPHIC IMAGE G03_05

Story 1:

G03_06

Bankrupt! The Great Depression Hits Home

The Great Depression brought tremendous hardship. Milton County almost went bankrupt, and both banks in Alpharetta failed. People's bank balances were wiped out – and the effects rippled throughout the community. One example: Cotton brokers and fertilizer companies no longer had money to buy the seed and fertilizer they usually sold to farmers on credit. With no seed to plant, farmers had no crops to sell.

President Franklin D. Roosevelt's federal relief programs helped many Georgia families. In Milton County, the federal Works Progress Administration paid local workers to build the Milton High School vocational building and auditorium in 1936.

Image: AHS construction photos

Story 2:

G03_07

Behind Closed Doors

Suffragists. Speakeasies. Moonshine. Jazz! Jim Crow. While the world economy soared and crashed, people in Alpharetta acted and reacted to – or resisted -- social change as well. Attitudes and privileges often related to gender, race, station in life, and religion.

- Demographically, Alpharetta residents remained overwhelmingly white, Protestant (mostly Methodist and Baptist), and native-born Georgians.
- Increasingly rigid "Jim Crow" laws across the Deep South restricted almost every aspect of African American life.
- After crusading for decades, American women won the right to vote on August 18, 1920.
- Prohibition became the law of the land from 1920 to 1933. Not surprisingly, not everyone agreed with the Temperance Movement to ban alcohol. In Alpharetta, more than one "bootlegger" made "moonshine" – illegal whiskey – back in the woods. Even after

Prohibition ended, some continued to make and sell whiskey without paying taxes to the “revenueurs.”

Artifacts: Moonshiner set-up, jugs

- AHS has three jugs- two No 1 size, and one No 2 size.

Story 3: [some of these can be separate photo/artifact captions]

G03_08

Good Times in Hard Times

Even in the middle of a worldwide economic depression, people in Alpharetta had great times. They danced and sang and fiddled, watched and played baseball, and enjoyed bowling and high school sports.

- Milton County native George Napoleon “Nap” Rucker pitched for the Brooklyn Dodgers in 1907, and some baseball historians even credit him with inventing the knuckleball! Nap’s nephew, Johnny Rucker, played for the New York Giants from 1941 to 1946.
- Thousands came to Alpharetta for the annual June Singing. Using the Sacred Harp songbook of early American church hymns, singers performed unaccompanied “shape note” singing. The tradition continues today.
- In 1934, a group of high school Future Farmers of America (FFA) club members built a log cabin on the edge of town. For many years now, the cabin has served as informal community center for dances, school field trips, and other social and educational activities.

Artifacts and images: baseball memorabilia, Sacred Harp songbooks, the fiddle, cabin artifacts.

Quotation:

“Our schools are just shacks in the fields with not an inch of paved roads to get to them.”

—Milton State Senator Louie Jones,
proposing a merger with Fulton County in 1932.

GRAPHIC IMAGE G03_09

Audio Station:

G03_10

Audio excerpts from several of the video oral histories with memories of the Depression: John Dorris, Billy Albertson, Sonny Hawkins, Hazel Reese – “plays” on antique radio.

ARTIFACT LABELS G03_11A-?

ERA 4 – 1945-1970**Vertical Panel 4: vertical column (section intro)****G04_01****A Small Town in a Changing World**

On December 7, 1941, the Japanese bombed the U.S. naval station in Pearl Harbor, Hawaii. Armed with outrage, Georgia boys who had never been 100 miles from home shipped out to Europe or Asia. Women who had never earned a paycheck took jobs to replace absent men. People from all walks of life – African Americans, Hispanics, and Indians as well as many ethnicities of whites – joined the fight. The intensive military and home front war effort affected almost every facet of daily life.

When the war was over four years later, many of its economic, technological, and social changes remained. Post-war Americans became more mobile. More women worked outside the home. Commercial air travel, telecommunications, and mass production took off. Wartime marriages merged ethnicities and religions. African Americans' military recognition abroad emboldened civil rights protests at home.

Despite world wars, international manufacturing, and mass communications, however, mid-century Alpharetta was still a small town where most people knew each other and left their doors unlocked.

Artifact: U.S. Navy uniform worn by Alpharetta resident (John M. Dorris) in WWII

Trilon 5: (3-sided rotating typical graphic interactive)**G04_02A-C****People:****Baby Boom!**

The biggest population change brought about by World War II occurred naturally, as millions of young adults of child-bearing age reunited after wartime separations. The post-war baby boom began in 1946. In Alpharetta alone, the population swelled from 647 people in 1940 to 917 in 1950 and 1,349 in 1960. The pressure on local housing markets, school systems, and civic services could only grow.

Livelihoods:**Farm Work or Factory Life?**

During and after the war, Alpharetta and other small towns around Atlanta began shifting from agriculture-based economies to manufacturing. More than 28,000 people went to work at the Bell Bomber Plant (the forerunner of today's Lockheed/Marietta), which opened in 1943 to help the war effort. Another big employer, the General Motors plant at Doraville, also offered good jobs for commuters from Alpharetta. Farming was still an important part of Alpharetta's economy, but times were changing.

Image: Bell Bomber plant interior

Government:

The Rationing Board

During World War II, the federal government issued ration tickets for scarce items like coffee, sugar, and gasoline. The local rationing board distributed the tickets from a room in the Webb Building on Milton Avenue. Although people knew rationing helped the war effort, they sometimes used a bit of creativity. To obtain enough sugar to sweeten a birthday cake, friends might pool their resources or hoard their tickets for months.

Images/Artifacts: rationing tickets (many to choose from)

GRAPHIC IMAGE G04_03

Story 1:

G04_04

The Backyard Chicken Coop

Wartime farmers were encouraged to grow chickens and turkeys to help feed the troops. In north Georgia, big chicken houses became a major revenue source for farmers. In Alpharetta, backyard chicken coops offered a small-scale version for minimal cost. Backyard farmers could raise baby chicks to maturity cheaply and then sell them or their eggs for a tidy profit.

Artifacts: feed scoop, bucket, basket, feed sacks, photos

Story 2:

G04_05

Happy Days in Alpharetta

At Reese's Soda Shop on Main Street, the in-crowd of Milton High met every day after school to play pinball, slurp milkshakes, and snack on hamburgers and French fries. And with a coin in the jukebox, it was time to dance!

For variety, Alpharetta teenagers played croquet behind the courthouse, sneaked into the pool hall in the old Webb Hotel, or went with a date to the latest movie at the Alpharetta Drive-In. The most important events in teens' lives, however, were high school ball games.

In fact, high school sporting events were the most important entertainment for Alpharetta adults, too, at both white and African American schools. With intense rivalries among high schools in small towns all over Georgia, the weekly games were attended by just about everybody in every small town.

GRAPHIC IMAGE G04_06

Story 3:

G04_07

I Heard It at the Barbershop!

For the latest town gossip in 1950s and 1960s Alpharetta, Hoke's barbershop was the place to be. The barbershop offered a shave and a haircut for "two bits" (25 cents) – and at least a week's worth of news and observation. As a special bonus, patrons often got to listen to the owner's own bluegrass band.

Quotation:

"Scrap metal and even foil from chewing gum wrappers were saved for the war effort. Shoes, meat, gasoline, oil, tires, coffee and many other products were rationed.... If you wanted a candy bar or pair of hose you stood in line and hoped these scarce items would be available by the time you reached the front of the line."

-- Anne Rogers Ferguson,
About Alpharetta

[Or pull similar info from Carlos Bagwell audio, per client]

GRAPHIC IMAGE G04_08

Audio/Video Station(s):

G04_09

Music – some WWII music, some June Singing Sacred Harp music, and some cuts from the Hoke Barbershop bluegrass album – "plays" on old record player

Oral history videos – plays on vintage B&W TV; add caption to TV about Barnett's Grocery:
Caption for TV:

For the latest news, residents often gathered at Barnett's Grocery to watch an amazing new invention: an early black-and-white television.

GRAPHIC IMAGE G04_10

GRAPHIC IMAGE (CUT OUT OF PERSON) G04_11

ARTIFACT LABELS G04_12A-?

ERA 5 – 1970-Today**Vertical Panel 5: vertical column (section intro)****G05_01****From Dirt Roads to Modern Infrastructure**

The fast pace of change in recent decades has had a tremendous impact on Alpharetta.

- Interstate 285, the freeway around Atlanta, opened in late 1969. Its northern arc made Alpharetta much more accessible from downtown Atlanta, Buckhead, and the Atlanta airport.
- A few years later, another freeway, Georgia 400, connected downtown Atlanta to north Fulton County and beyond.

These two big highways opened the door to major growth in Alpharetta. The city welcomed new subdivisions, chain stores, fast-food franchises, a new county library, and even the area's first liquor store.

Then... personal computers and cell phones arrived! These two amazing inventions connected people to the "world wide web" of the Internet – and suddenly, Alpharetta residents could do business anywhere. As Internet-based technology became faster and more reliable, the City of Alpharetta decided to focus on technology and out-compete other small cities in the region.

Millennial Alpharetta: 150 Years Strong... and Growing

Although some new residents may think they live in "north Atlanta," the City of Alpharetta celebrated its 150th birthday in 2008. Today, the city's technology infrastructure and quality of life attract leading technology companies and their customers from around the world. With a revitalized, modern city center and a solid tax base, Alpharetta city leadership works to preserve Alpharetta's unique history and meet residents' needs in the decades to come.

GRAPHIC IMAGE G05_02**Trilon 6: (3-sided rotating typical graphic interactive)****G05_03A-C****People:**

Between 1970 and 2000, Alpharetta's population grew from 2,455 people to 34,854. The biggest increase came between 1980 (3,128 people) and 1990 (13,002 people), an increase of 315 percent. With population growth came diversity. From a small town whose residents were mostly white native Georgians, Alpharetta has evolved into a cosmopolitan population of highly skilled people from across the country and around the globe.

By 2014, Alpharetta's estimated population was more than 60,000 people.

Livelihoods:

Fortune 500 company or high-tech start-up? Real estate, financial services, or precision manufacturing? Hospitality, retail, or healthcare? Today Alpharetta's quality of life – and its technology infrastructure -- attract regional, national, and international companies requiring diversified skills. Employers in Alpharetta over the years include AT&T, McKesson, Equifax,

ADP, Siemens, UPS, Alcatel-Lucent, Microsoft, Cox Communications, and Verizon. The list grows and changes every year.

Government:

Did you know the City of Alpharetta has had a working mayor-and-council system of government since 1858? It's true! For decades Alpharetta has used innovative planning and zoning, economic development planning, and strategies to improve civic services for a growing population. For example:

- New fire stations, a full-time professional fire department, parks and greenspace, and other city services improve residents' quality of life.
- The Alpharetta Development Authority works to support and guide business growth in the city.

Story 1:

G05_04

At Home in Windward

In the early 1980s, the first residents begin moving into Windward. This 3,400-acre Mobil Land Development project calls itself the first "live-work-play" community in Georgia. Located just off GA 400 near the old Bethlehem community, 15 miles north of I-285 and 26 miles from downtown Atlanta – and significantly, within the city limits of Alpharetta -- Windward includes 40 different subdivisions housing 2,400 families. House prices range from \$200,000 to \$4 million.

With Windward as a benchmark, Alpharetta has become a nationally known destination for corporate employees who relocate to metro Atlanta.

Story 2:

G05_05

Infrastructure for the Internet Age

Just at the point when Alpharetta's population really began to climb, IBM Corporation launched its first personal computer. This 1981 PC had 16 kilobytes of memory but no Internet connection or email. Meanwhile, an Atlanta-area entrepreneur invented an "external modem" that linked PCs to the Internet through an ordinary dial-up telephone line. Within a few years, more and more powerful Internet-linked PCs were everywhere.

Personal computers connected to the Internet soon had a tremendous impact on lifestyles in Alpharetta!

Artifacts: several early PCs? A Hayes modem? A slice of fiber optic cabling

Story 3:**G05_06****Getting Ready for the Games**

Reliable computing and Internet access were crucial in 1996, when the Atlanta region hosted of the Centennial Olympic Games. Alpharetta, already home to a growing high-tech industry, decided to install a powerful new technology infrastructure, fiber optic cabling, underground.

- Hundreds of miles of fiber optic cables were buried throughout the city.
- Redundant electric networks ensured uninterrupted computing.
- As metro Atlanta embraced fiber optic networks, key trunk lines converged – all underground – in Alpharetta.

As a hub for fiber optics networks connecting Atlanta and the southeast, Alpharetta soon laid claim to a new slogan: The Technology City of the South.

Story 4:**G05_07****Let's Go Shopping!**

In 1993, North Point Mall – one of the largest shopping malls in the U.S. at the time – opened within the city limits of Alpharetta. Today, a perennial attraction in Alpharetta is great shopping! From small, personalized boutiques to the mega-stores at North Point Mall, Alpharetta has it all.

Story 5:**G05_08A-C****Let's Play!**

Whether you want to kick back and relax, sweat off a few pounds, or enjoy an outing with the kids, the Alpharetta- Old Milton area is the place to be!

Caption: Wills Park

Visit Alpharetta's Wills Park for a baseball game, a picnic, a game of tennis, or an afternoon in the swimming pool. The park also has playgrounds, picnic areas, walking trails, a dog park, and an equestrian center.

Caption: Big Creek Greenway

Take a hike or a bicycle ride on the Big Creek Greenway, which starts in south Forsyth county and meanders through Alpharetta and Roswell all the way to the Chattahoochee River.

Caption: crowded festival

From a songwriters festival to the annual "Taste of Alpharetta" culinary event, festivals and fun fill the calendar on weekends. Or sign up with the Alpharetta Parks and Recreation Department for weekly classes, sports leagues, or exercise programs all year long.

Story 6:

G05_09A-E

[Proposed: Changeable photo essay showing newer arrivals in Alpharetta. Captions are examples for existing and future entries:]

Caption: The Verizon Amphitheater, opened in 2008, brings world-class entertainers to Alpharetta.

Caption: The modern Alpharetta City Hall complex opened in 2014. From its initial blueprints, the complex reserved a special space for the Alpharetta and Old Milton County Museum.

Caption: Who's meeting in Alpharetta this week? The Alpharetta Convention Center can attract visitors to the city from around the world.

Caption: Fine dining and comfortable hotels welcome visitors from far and near.

Caption: Innovative multi-use developments such as Avalon, which opened in 2014, bring thousands of new residents and new jobs to the city.

Quotation:

"I thought we needed a different approach to planning. In 20 years, all this land out here is not still going to be corn fields and cow pastures!"

--Jimmy Phillips, Mayor of Alpharetta from 1979 to 1996

Audio/Video station:

Changeable, modern flatscreen monitor for new video/slideshows and information

ARTIFACT LABELS G05_10A-?

VISITOR INFORMATION HEADER G06_01

VISITOR INFORMATION G06_02

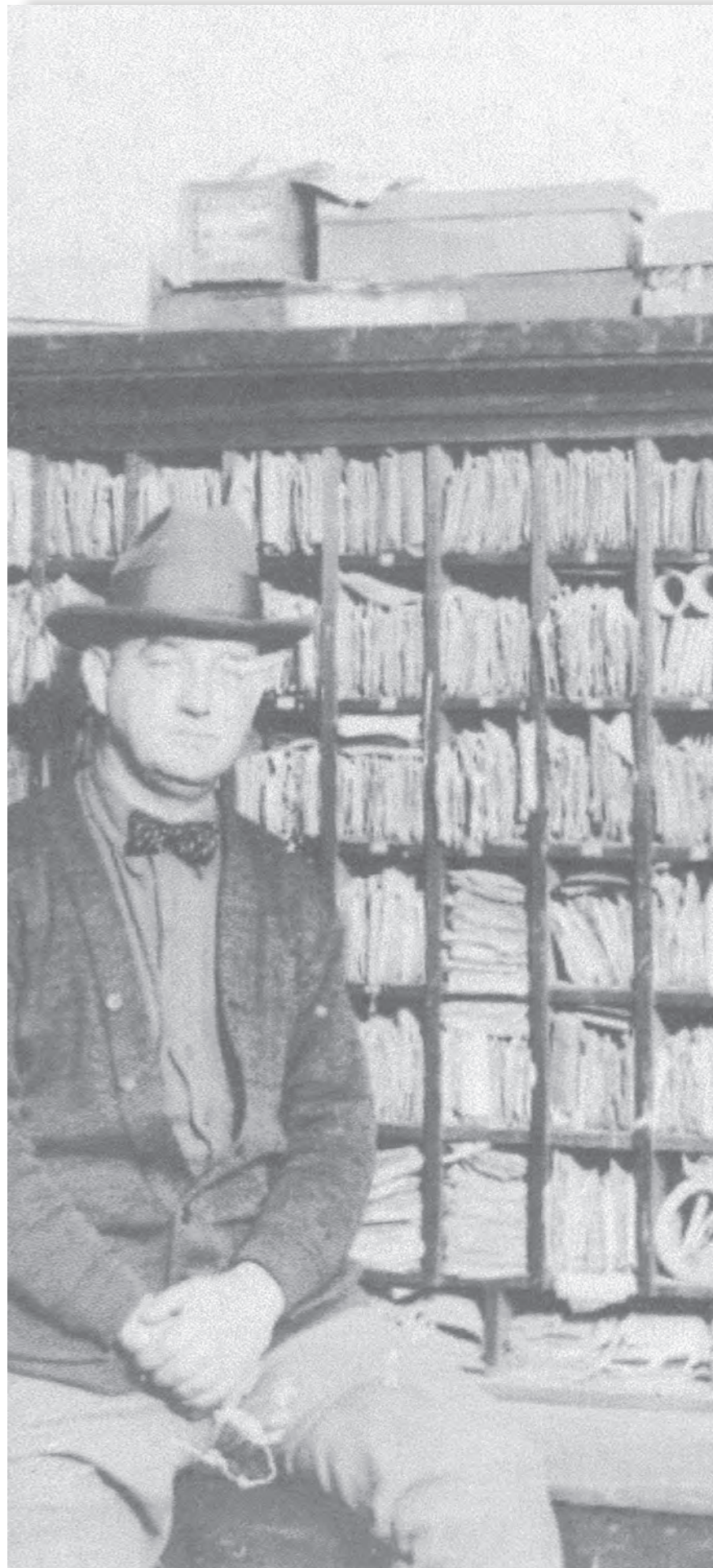
VISITOR INFORMATION G06_03

[END]

ALPHARETTA CITY

History Room

Graphics Style Typicals



PRESENTED BY MALONE DESIGN/FABRICATION
SEPTEMBER 16, 2016



Era 1: PMS 281, PMS 472, PMS 2707 @ 50%



Era 2: PMS 3015, PMS 7414, PMS 7500 @ 50%



Era 2: PMS 342, PMS 281, PMS Warm Grey 1C @ 50%



Era 4: PMS 1605, PMS 342, PMS 7500 @ 50%



Era 5: PMS 5405, PMS 143, PMS 2707 @ 50%

PROPOSED COLOR SCHEMES FOR ERAS

☐ Approved	☐ Approved As Noted	☐ Rejected	Date_____	Signature _____
Comments _____				

	Alpharetta & Old Milton County History Museum	
	GRAPHICS TYPICALS	
Job #15035	Drawn/Checked: SP/SB/LG	DATE: SEP 2016

ALPHARETTA

Header: Quicksand Regular. 156 pt/+100 tracking (text size may vary depending on length of text)

the Milton County Seat

Header: Quicksand Italic. 82 pt/+100 tracking (text size may vary depending on length of text)

ACTUAL SIZE TEXT EXAMPLES

☐ Approved

☐ Approved As Noted

☐ Rejected

Date_____

Signature_____

Comments_____



Alpharetta & Old Milton County
History Museum

GRAPHICS TYPICALS

Job #15035

Drawn/Checked: SP/SB/LG

DATE: SEP 2016

3

Imagine having to make a four-day trip to get to your county courthouse! If you lived in this area in the 1850s, you faced a rough overnight trip to Canton, the county seat, to get a

Introduction Body Copy: Quicksand Light. 54 pt/+20 tracking/67.8 leading

In 1857, the Georgia General Assembly solved this problem by creating the new county of Milton. Chartered on March 23, 1858, Milton County eventually gained land

Body Copy: Quicksand Light. 42 pt/+20 tracking/56 leading

ACTUAL SIZE TEXT EXAMPLES

☐ Approved	☐ Approved As Noted	☐ Rejected	Date_____	Signature_____
Comments_____				

		Alpharetta & Old Milton County History Museum
		GRAPHICS TYPICALS
Job #15035	Drawn/Checked: SP/SB/LG	DATE: SEP 2016

PEOPLE

Trilon Header: Quicksand Regular. 117 pt/+100 tracking (text size may vary depending on length of text)

Serving the Great War:

Trilon Header: Quicksand Italic. 61 pt/+100 tracking (text size may vary depending on length of text)

The June 7, 1917, edition of the Milton County News listed 506 young men subject to military draft. At the time, Milton County had about 6,700 people. These 500 able-bodied young men represented a substantial part of the adult male workforce.

Trilon Body Copy: Quicksand Light. 36 pt/-20 tracking/47 leading

ACTUAL SIZE TEXT EXAMPLES

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Comments _____

	Alpharetta & Old Milton County History Museum		
	GRAPHICS TYPICALS		
Job #15035	Drawn/Checked: SP/SB/LG	DATE: SEP 2016	5

Image information may be placed here.
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Caption Copy: Lato Italic. 32 pt/38.4 leading

Photograph Courtesy of @ Optional Credit Line
Optional Credit Line: Lato Italic. 12pt

ACTUAL SIZE TEXT EXAMPLES

☐ Approved

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☐ Rejected

Date_____Signature_____

Comments_____



Alpharetta & Old Milton County
History Museum

GRAPHICS TYPICALS

Job #15035

Drawn/Checked: SP/SB/LG

DATE: SEP 2016

6

Small

ACTUAL SIZE TEXT EXAMPLES

Inspirational Words Wall Decals: Alex Brush, varies in size 7.375" cap size height – 9.625" cap size height

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Comments_____				

	Alpharetta & Old Milton County History Museum		
	GRAPHICS TYPICALS		
Job #15035	Drawn/Checked: SP/SB/LG	DATE: SEP 2016	7



Elevation Sample (for style and treatment only) All images are FPO.



A COMMUNITY of Churches

Early Methodist and Baptist churches anchored some of the first white settlements in the region. These early churches ministered to both the religious and social lives of their members, with regular Sunday services, mid-week prayer meetings, and annual events such as summertime camp meetings, tent revival weeks, and weekend singings.

While many early churches have vanished, some remain active in north Fulton County to the present day. For example, Alpharetta's Big Creek Primitive Baptist Church began in 1828, while Milton's Providence Baptist Church was founded in 1834 and its Birmingham Methodist began as Darter's Chapel Congregational Church in 1835. Johns Creek's United Methodist Church tracks its history back to 1828, when it began as the Warsaw Campground. St. James United Methodist Church's African American congregation traces its lineage to 1867, just two years after its founders gained their freedom in the Civil War.

OPTIONAL IMAGE KEY
OR SMALL CAPTIONS

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OPTIONAL CAPTION SPACE

NOTE: ALL IMAGES ARE
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ONLY) IMAGES ARE
NOT FINAL.

ALL TEXT IS DRAFT.

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☐ Approved

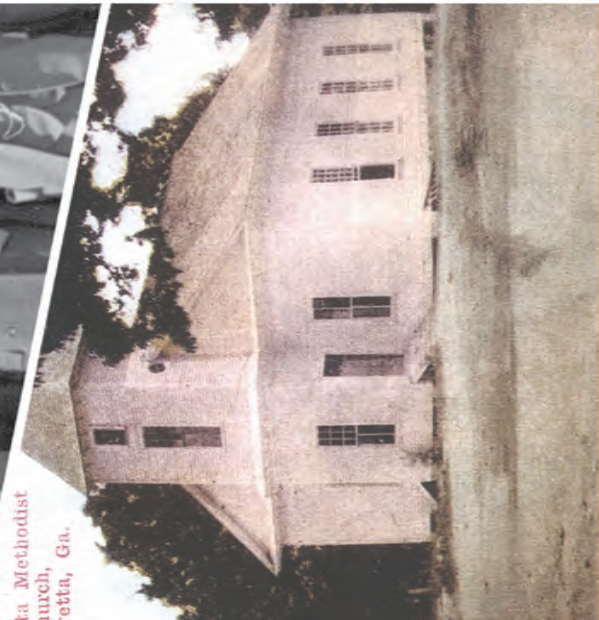
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☐ Rejected

Date_____

Signature_____

Comments_____



Big Creek Primitive Baptist Church, Ga.



A COMMUNITY of Churches

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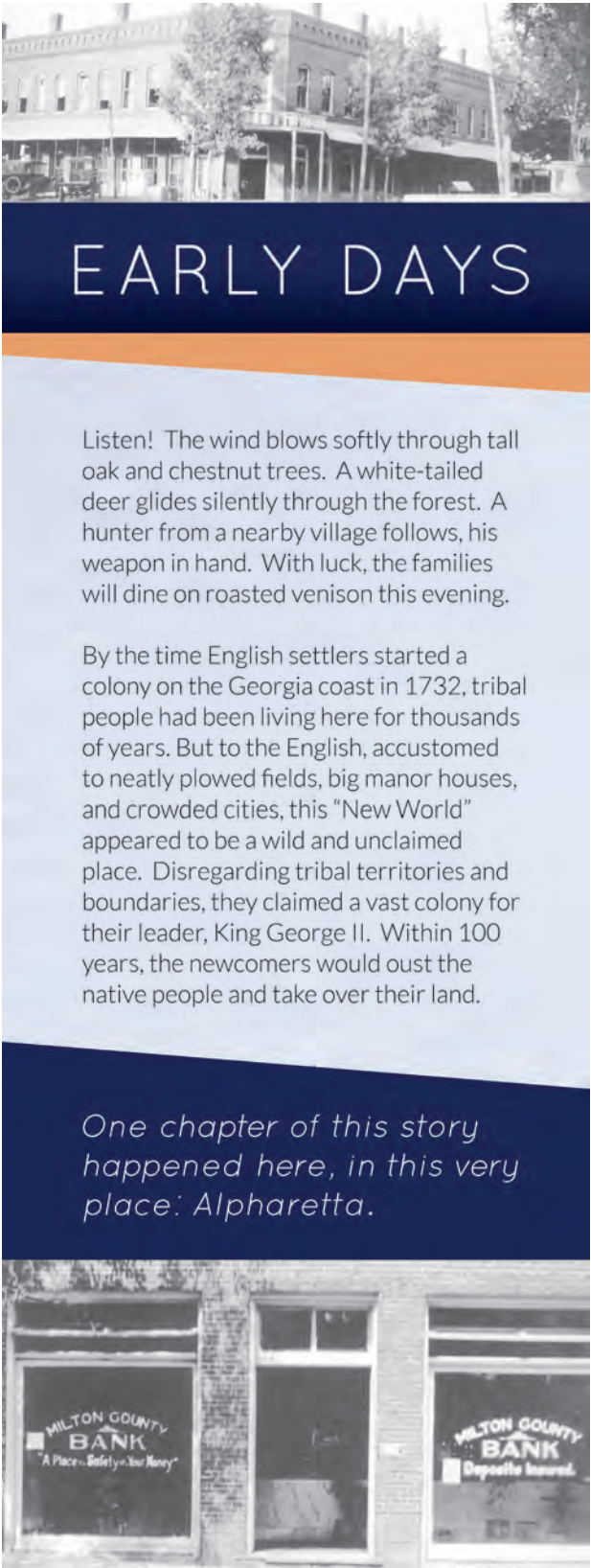
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OR SMALL CAPTIONS

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Comments_____				

TYPICAL ERA PANEL LAYOUT



Alpharetta & Old Milton County
History Museum
GRAPHICS TYPICALS

Job #15035 Drawn/Checked: SP/SB/LG DATE: SEP 2016

11



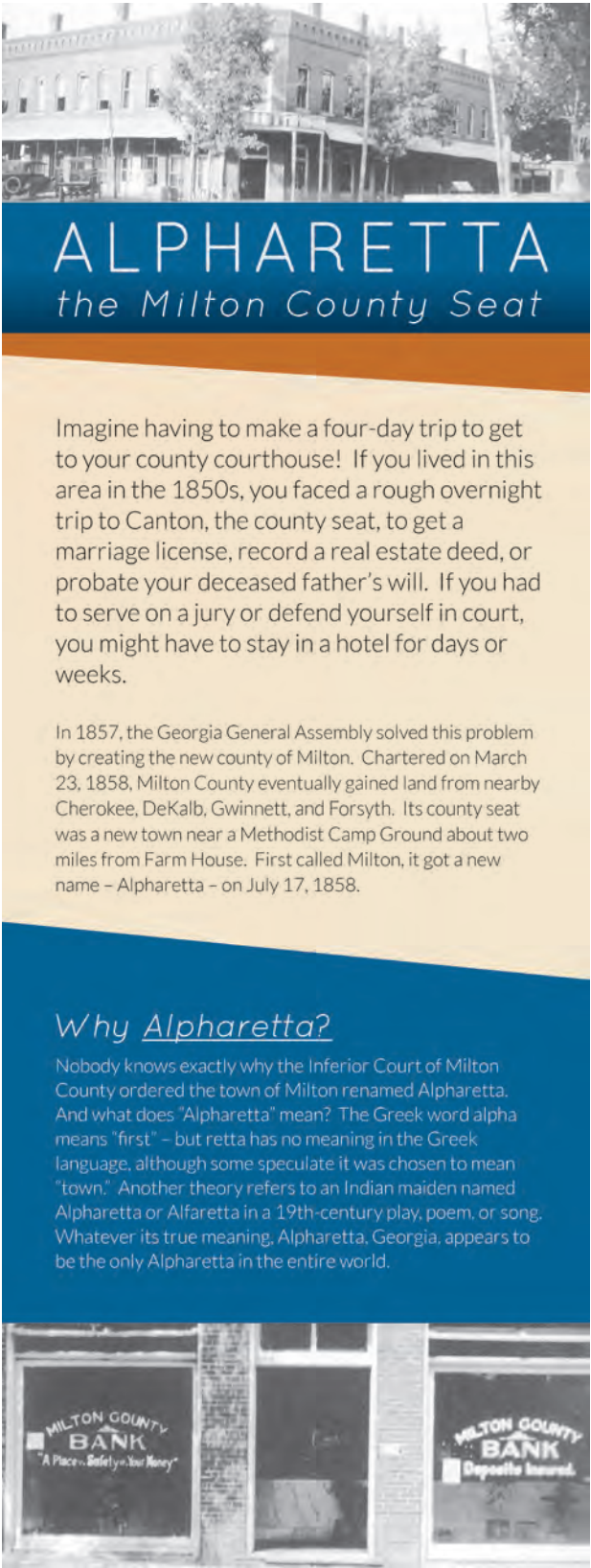
EARLY DAYS

Listen! The wind blows softly through tall oak and chestnut trees. A white-tailed deer glides silently through the forest. A hunter from a nearby village follows, his weapon in hand. With luck, the families will dine on roasted venison this evening.

By the time English settlers started a colony on the Georgia coast in 1732, tribal people had been living here for thousands of years. But to the English, accustomed to neatly plowed fields, big manor houses, and crowded cities, this “New World” appeared to be a wild and unclaimed place. Disregarding tribal territories and boundaries, they claimed a vast colony for their leader, King George II. Within 100 years, the newcomers would oust the native people and take over their land.

One chapter of this story happened here, in this very place: Alpharetta.





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Comments_____				

TYPICAL ERA PANEL LAYOUT



Alpharetta & Old Milton County
History Museum
GRAPHICS TYPICALS

Job #15035 Drawn/Checked: SP/SB/LG DATE: SEP 2016

13



ALPHARETTA

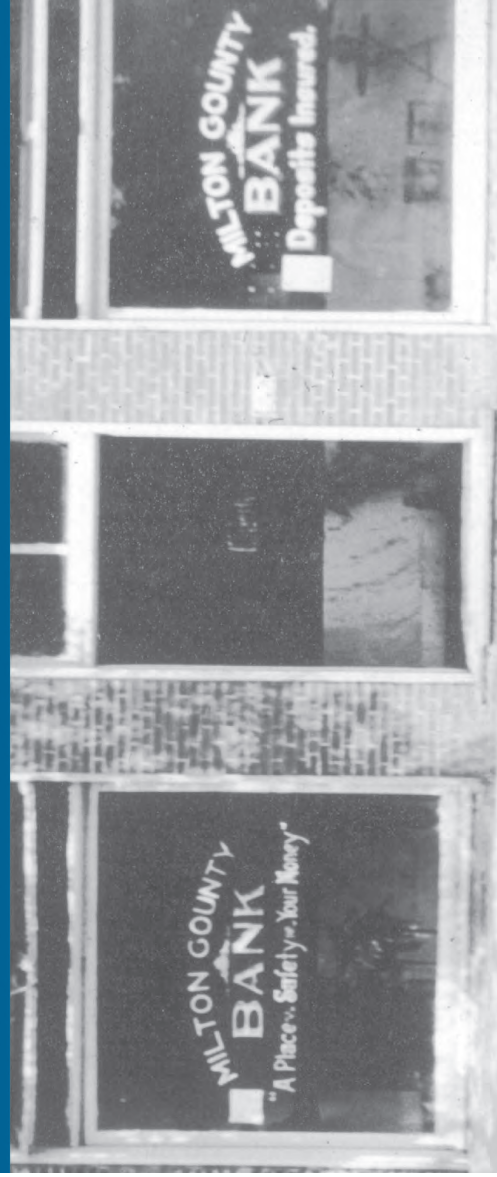
the Milton County Seat

Imagine having to make a four-day trip to get to your county courthouse! If you lived in this area in the 1850s, you faced a rough overnight trip to Canton, the county seat, to get a marriage license, record a real estate deed, or probate your deceased father's will. If you had to serve on a jury or defend yourself in court, you might have to stay in a hotel for days or weeks.

In 1857, the Georgia General Assembly solved this problem by creating the new county of Milton. Chartered on March 23, 1858, Milton County eventually gained land from nearby Cherokee, DeKalb, Gwinnett, and Forsyth. Its county seat was a new town near a Methodist Camp Ground about two miles from Farm House. First called Milton, it got a new name – Alpharetta – on July 17, 1858.

Why Alpharetta?

Nobody knows exactly why the Inferior Court of Milton County ordered the town of Milton renamed Alpharetta. And what does “Alpharetta” mean? The Greek word alpha means “first” – but retta has no meaning in the Greek language, although some speculate it was chosen to mean “town.” Another theory refers to an Indian maiden named Alpharetta or Alfaretta in a 19th-century play, poem, or song. Whatever its true meaning, Alpharetta, Georgia, appears to be the only Alpharetta in the entire world.



*NOTE: ALL IMAGES ARE
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ALL TEXT IS DRAFT.

PEOPLE

Serving the Great War:

The June 7, 1917, edition of the Milton County News listed 506 young men subject to military draft. At the time, Milton County had about 6,700 people. These 500 able-bodied young men represented a substantial part of the adult male workforce.

In one of the great tragedies of the World War I era, many soldiers were exposed to poisonous nerve gas. Among them were four men from Alpharetta. One Alpharetta nerve gas survivor, Andy Wood, was unable to live on his own after the war and boarded in the Webb Hotel on Milton Avenue for much of his adult life.



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Comments _____

TYPICAL TRILON PANEL LAYOUT



Alpharetta & Old Milton County
History Museum
GRAPHICS TYPICALS

Job #15035

Drawn/Checked: SP/SB/LG

DATE: SEP 2016

PEOPLE

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TASK NAME	DAYS (Duration)	START	FINISH
Alpharetta #15035		10/05/15	02/17/17
DESIGN DEVELOPMENT			
CLIENT REVIEW	4	07/21/16	07/26/16
PRESENT TO CITY COUNCIL	1	08/01/16	08/01/16
FINAL DESIGN	47	08/02/16	10/05/16
Final Image and Artifact Selection	19	08/02/16	08/26/16
Revised Development Drawings	37	08/02/16	09/21/16
Final Text Draft	37	08/02/16	09/21/16
Graphic Typicals	37	08/02/16	09/21/16
CLIENT REVIEW	10	09/22/16	10/05/16
PRE-FABRICATION	20	10/10/16	11/04/16
Final artifact measurements	5	10/10/16	10/15/16
Fabrication Drawings	15	10/10/16	10/28/16
CLIENT REVIEW	10	10/31/16	11/11/16
FABRICATION	60	11/14/16	02/03/17
Graphic Layouts	53	10/05/16	12/16/16
CLIENT REVIEW	15	12/19/16	01/06/17
Exhibit, Scenic & Media Production	60	11/14/16	02/03/17
Graphic Production	280	01/09/16	02/03/17
CLIENT SITE VISIT (recommended)	1 day/week of	01/23/16	01/27/16
INSTALLATION	11	02/06/17	02/17/17
On-Site	11	02/06/17	02/17/17
CLIENT WALKTHROUGH	1	02/16/17	02/16/17

CITY OF ALPHARETTA
STANDARD CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services for the City of Alpharetta is made and entered into by and between **WN Holdings, LLC d/b/a Malone Design/Fabrication**, a Georgia limited liability company with its principal office located at 5403 Dividend Drive, Decatur, Georgia (the "Contractor") and the **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated June 22, 2015 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated July 15, 2015 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP and Proposal (the "Work") and, in general, include the following: Programming, Schematic Design, and Cost Estimating for the project site located within Alpharetta City Hall, 2 Park Plaza - within the City of Alpharetta, Georgia. The Work further includes, without limitation, the following:

PHASE 1 -

- Scoping Session - meeting with City staff and elected officials to discuss the Project scope, schedule, and the intended outcomes.
- Programming - full space programming of the History Room with input from City staff, elected officials, and City Planners. Deliverables will include a programming document outlining space requirements for each function of the operation.
- Concept Sketches – developing three (3) bubble plans and three (3) conceptual sketches of the History Room.
- Presentation of Programming and Concept Sketches to City Council – presenting findings to solicit feedback and garner support and direction for upcoming tasks.
- Schematic Design - analyzing up to three (3) schematic designs of the History Room in order to create budgetary construction cost estimate for use by City Council to decide the option to move forward. Deliverables will include up to three (3) schematic floor plans, visitor experience narratives, and refined sketches for the programmed facility (History Room).
- Schematic-Level Construction Cost Estimate - creating schematic-level construction cost estimates for the three (3) schematic designs. The cost estimates will include design fees, budgetary allocations for exhibit fabrication, construction administration fees (including materials testing and inspection), and a contingency. Deliverables will include a cost estimate spreadsheet, showing a breakdown for each of the schematic designs.
- Presentation of the schematic design and construction cost estimate to City Council.

PHASE 2 –

- Design Development – develop the single, approved exhibit idea derived from the three (3) ideas explored in Phase 1 Concepts/Schematics. Deliverables will include: detailed, measured floor plan, measured elevations of all exhibit structures, typical graphic layouts, draft text, image and artifact selections, material samples, and any proposed building modifications.
- Fabrication and installation cost estimate and production schedule
- Final Design – incorporate owner feedback from Design Development into final drawings, spec purchased items/electronic hardware, final material/color/finish selections, final text, and final image/artifact selections.
- Final fabrication and installation cost estimate and production schedule.
 - *Final Design is in the context of a Design/Build structure project intended for the use of the owner and contractor in the fabrication and installation process. Final Design is not bid documents or construction administration to oversee the bid process and an outside fabricator.*

3. Contract Prices. As finally awarded by the City, the City shall pay the Contractor a fee in accordance with the Fee Schedule attached hereto and incorporated herein as Exhibit "A" for the performance of the Work, which is identified as Phase 1 and 2, for a total sum not to exceed **FIFTY TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$52,500.00)**. This price includes the development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Debora Westbrook

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will render final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City shall have the right at

any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming and/or incomplete. Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Services, Substantial Completion and Final Completion.

- (a) Commencement of Services. The Contractor shall not proceed to perform the Work and the City shall not become obligated to pay for same prior to execution of this Contract.
- (b) Time for Performance. Contractor shall perform the Work in accordance with the Proposal and the detailed schedule established by the City at the pre-design conference, which shall be held following execution of this Contract.
- (c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
- (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Term. The term of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project; provided, however, this Contract shall terminate no later than June 30, 2016, as further set forth herein and in accordance with O.C.G.A. § 36-60-13.
- (b) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15. The Contract may also be terminated prior to expiration of the term by the

City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

7. Representations and Warranties. Contractor represents and warrants that:
(a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the City.
8. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City upon request.
9. Insurance.
 - (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
 - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

CONTRACT NAME: ALPHARETTA HISTORY ROOM DESIGN SERVICES
CONTRACT NO. 16-102

- ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
 - (c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.
 - (d) Insurance Certificates. Contractor shall provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.
 - (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.
11. Subcontractors and Contractor Personnel.
- (a) No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract

assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

- (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor shall assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
- (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor shall provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City shall have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

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

CONTRACT NAME: ALPHARETTA HISTORY ROOM DESIGN SERVICES
CONTRACT NO. 16-102

Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

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

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

Malone Design/Fabrication
5403 Dividend Drive
Decatur, Georgia 30032
Attn: Thomas L Wright, Jr.

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

City of Alpharetta
Finance Department
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Thomas G. Harris

(c) With a copy to:

C. Sam Thomas, P.C.
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338-2668

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

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City,

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

17. Confidential Information.

- (a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:
- i. The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
 - ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - iv. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- (b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 hereof, as between the parties, any data supplied to or created by the Contractor shall be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall

promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

- (d) Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

18. Rights in Data; Intellectual Property; Nondisclosure and Confidentiality.

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 shall mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.
- (b) Rights in Data. As between the parties, all Proprietary Data shall be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City shall have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.
- (d) Confidentiality. City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual

relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information shall be limited to its employees having a need to know. City shall continue to maintain appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

- (e) Limitation. Except as otherwise provided for herein, nothing in this Contract shall be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

19. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland

Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

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

- i. Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.
 - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
 - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
 - iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

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

20. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (Arbitration), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by

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

- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.
- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or

other promotional modality regardless of its form without the express prior written consent of the City.

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

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original.

Executed this 28th day of September, 2015.

CITY OF ALPHARETTA, GEORGIA

By: 
David Belle Isle, Mayor

APPROVED AS TO CONTENT:


Thomas G. Harris, Director of Finance

APPROVED AS TO FORM:


C. Sam Thomas, P.C.
City Attorney

WN HOLDINGS, LLC d/b/a
MALONE DESIGN/FABRICATION

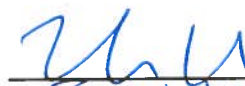
By: 
Tom Wright
President & CEO
Its: _____

EXHIBIT "A"

Fee Schedule

Phase	Fee	Total
Phase 1		\$20,750
concept	\$9,500	
schematic	\$11,250	
Phase 2		\$31,750
DD	\$22,000	
Final	\$9,750	
Total Design		\$52,500

Phase 3 is a budgetary estimate based on our current understanding of the City of Alpharetta's needs. If approved, this budget would serve as the "design to" budget throughout the design process.

Phase 3		\$225,500
fabrication/installation (estimate @ \$250/sq')	\$225,500	
Total Project Budget - \$250/square foot		\$275,000

EXHIBIT "B"
STATE OF GEORGIA
SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC [NOTARY SEAL]

My Commission Expires: _____



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Pete Sewczwicz, Geoffrey Sarra
Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE: CITY PROJECT MANAGEMENT SERVICES, RFQ 17-1007

II. RECOMMENDATION:

Please award RFQ 17-1007 for City Project Management Services to Atkins North America, Inc. and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT
FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE FUNDING FOR SERVICES OBTAINED THROUGH THIS CONTRACT IS ACCOUNTED FOR IN THE TOTAL PROGRAMMED FUNDS FOR EACH PROJECT CURRENTLY DEVELOPED OR TO BE DEVELOPED IN THE FUTURE.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The purpose of this contract is to provide the City with a firm experienced in project management, right-of-way acquisition, construction management, and construction inspection services to assist the City with larger scale bond and TSPLOST projects. The firm awarded this contract will serve as an extension of staff and work on a "task order" basis.

The Department of Public Works prepared a request for qualifications (RFQ) and advertised in September and October of 2016. A total of three statements of qualifications (SOQ) were received by the City on October 13, 2016. These SOQs were then reviewed by an evaluation committee consisting of Department of Public Works staff. Each member of the committee scored the SOQs independently based on the five evaluation criteria set forth in the RFQ: Project Manager Qualifications (25%), ROW Lead Qualifications (25%), Construction Management & Inspection Lead Qualifications (25%), Technical Experience & References (22%), and Local Vendor Preference (3%). After completion of the independent reviews, the evaluation committee, along with staff from the Finance Department, met on October 18, 2106 to tabulate the overall scores of the respondents. The resulting scores were as follows:

1. 4.52 - Atkins North America, Inc.
2. 4.08 - Moreland Altobelli Associates, Inc.
3. 3.81 - BM&K, PC

The evaluation committee, along with staff from the Finance Department, met with members of the Atkins North America (Atkins) team on October 26, 2016 to discuss the City's expectations of the firm selected for this contract. The Atkins representatives answered questions asked of them by staff and assured staff that they could provide the services as set forth in the RFQ document. Therefore, the evaluation committee has

recommended award of RFQ 17-1007 City Project Management Services to Atkins North America, Inc.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

Atkins RFQ Response, RFQ Proposal Rate Sheet (Atkins)

**CITY OF ALPHARETTA
REQUEST FOR QUALIFICATIONS (RFQ)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFQ TITLE: CITY PROJECT MANAGEMENT SERVICES
RFQ #: 17-1007
RFQ RESPONSE DUE DATE/TIME: OCTOBER 13, 2016; 10:00 AM
RFQ ISSUE DATE: SEPTEMBER 15, 2016
NUMBER OF PAGES: 29

CONTACT INFORMATION

Procurement Agent and RFQ Contact: Debora Westbrook
City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO CONTRACTORS CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED QUALIFICATIONS TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

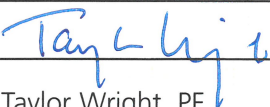
EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFQ Title & Number as noted on top of this page
RFQ Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Statement of Qualifications, the authorized signer and represented firm have read, understand, and agree to information within this Request for Qualifications:

Firm/Contractor Name: Atkins North America, Inc.
Firm/Contractor Mailing Address: 1600 RiverEdge Parkway, NW, Suite 600, Atlanta, GA 30328
Firm/Contractor Phone Number(s): 770.933.0280
Firm/Contractor FAX Number(s): 770.226.8893
Email Address for Contractor's Contact: taylor.wright@atkinsglobal.com
Authorized Contractor Signature: 
Printed Name of Signer: Taylor Wright, PE
Contractor Federal I.D. Number: 59-0896138
Contractor DUNS Number: 80941453

Statement of Qualifications

Statement of Qualifications

North Fulton County residents have identified transportation as one of the most significant issues facing the Metro-Atlanta region. The City of Alpharetta is looking outward to help deliver a bond program that will address critical infrastructure needs and set the stage for a potential transportation special-purpose local-option sales tax (TSPLOST) program. The City requires a program manager who understands and can navigate state and federal procedures, acts as an advocate for the City to protect and leverage funding, and has the resources and expertise to deliver a successful bond program.

The Atkins team has broad public works and capital project experience, has an understanding of the City of Alpharetta, and shares a passion to preserve the City's reputation as Metro-Atlanta's preeminent community to live, work, and play. We are a recognized leader in construction and program management and have long-standing relationships with local governments and authorities, including more than 23 years with Cobb County and 17 years with DeKalb County. Atkins always provides experienced, knowledgeable staff who are directly engaged in our clients' programs and projects.

Our proven team delivers results!

Our experience allows us to manage programs with a foresight toward fiscal responsibility, value, and quality. On every project we perform constructability reviews to identify and resolve issues before they become delays or change orders. We work with consultants and staff designers to value engineer throughout the design process. These proactive efforts, combined with an established team ready to seamlessly transition without a learning curve, will save the City time, money, and ensure quality deliverables.

As your program manager, Atkins is committed and dedicated to providing a team that keeps the best interest of the City at its core. Atkins is your one-stop-shop that has the local resources and team geared and equipped to handle your program management/construction management (PM/CM) needs, with a proven track record of performance and demonstrated expertise on similar contracts. We will work side-by-side with City staff and embrace your big-picture vision. **We are your partner for success!**

a. Business profile

Atkins North America, Inc. (Atkins) was founded in 1960 in Florida and is one of America's leading providers of engineering, architectural, planning, construction, environmental, and program management services. With more than 3,800 employees in 77 offices located across the United States, Atkins supports counties and municipalities; state departments of transportation; airports; toll road agencies; contractors; and other regional, state, and federal agencies.

Atkins opened its Atlanta office in 1973 with environmental services as the firm's first service line and a total of four employees. In 1981 the firm added transportation planning, design, and civil services to its local offerings. Program and construction management services were expanded in 1993, with the award of Cobb County's SPLOST Transportation Improvement Program (TIP) Management contract. Today, Atkins employs 252 professionals in our Marietta, Atlanta, and Norcross offices.

Office location

1600 RiverEdge Parkway, Suite 600
Atlanta, GA 30328

Atkins' North Fulton office is located 18 miles from Alpharetta.

Designated contact

Taylor Wright, PE, Principal-in-Charge
1600 RiverEdge Parkway, Suite 600
Atlanta, GA 30328
678.247.2425 (office), 404.395.4077 (mobile),
taylor.wright@atkinsglobal.com

b. Consultant team and management

Our experience sets us apart from our competition.

Atkins has managed some of the largest programs in the Metro Atlanta area. As a result of this, we are able to quickly evaluate a client's needs, then tailor and scale our programs to provide first-class resources and technology to each of our program management clients. We will do this for the City of Alpharetta's program, starting with our demonstrated ability to self-perform project management, right-of-way (ROW) acquisition, and construction management and inspection services that include projects such as sidewalks, road widening, and bridge construction.

Our program management projects in DeKalb and Cobb Counties have given our team members valuable experience coordinating different types of program funding that have included projects with local, state, and federal funding. In addition to managing local sales tax programs, we managed the 2005 transportation bond program for DeKalb County and are currently managing the City of Atlanta's Renew Atlanta bond program. **The Atkins team will not require a learning curve when it comes to managing the City of Alpharetta's program.**

We believe that our local program management experience is a differentiator for our team, and our experience working directly with the City of Alpharetta on roadway projects is also a strength that we bring to the program. Since 2009, Atkins has been part of a consultant team working for the North Fulton Community Improvement District (NFCID). The NFCID board of directors provides direction on

which infrastructure project they will advance and Atkins delivers those projects from planning through construction. Many of the NFCID projects advanced over the last 7 years have been within the City of Alpharetta and have been delivered in partnership with the City, including projects along Windward Parkway, Mansell Road, Northwinds Parkway, and Encore Parkway. In addition, Atkins was part of a team that worked directly with City staff and leaders to prepare the TSPLOST project list. This experience strengthened our working relationship with the City and provided knowledge of the projects that may be part of a future sales tax program.

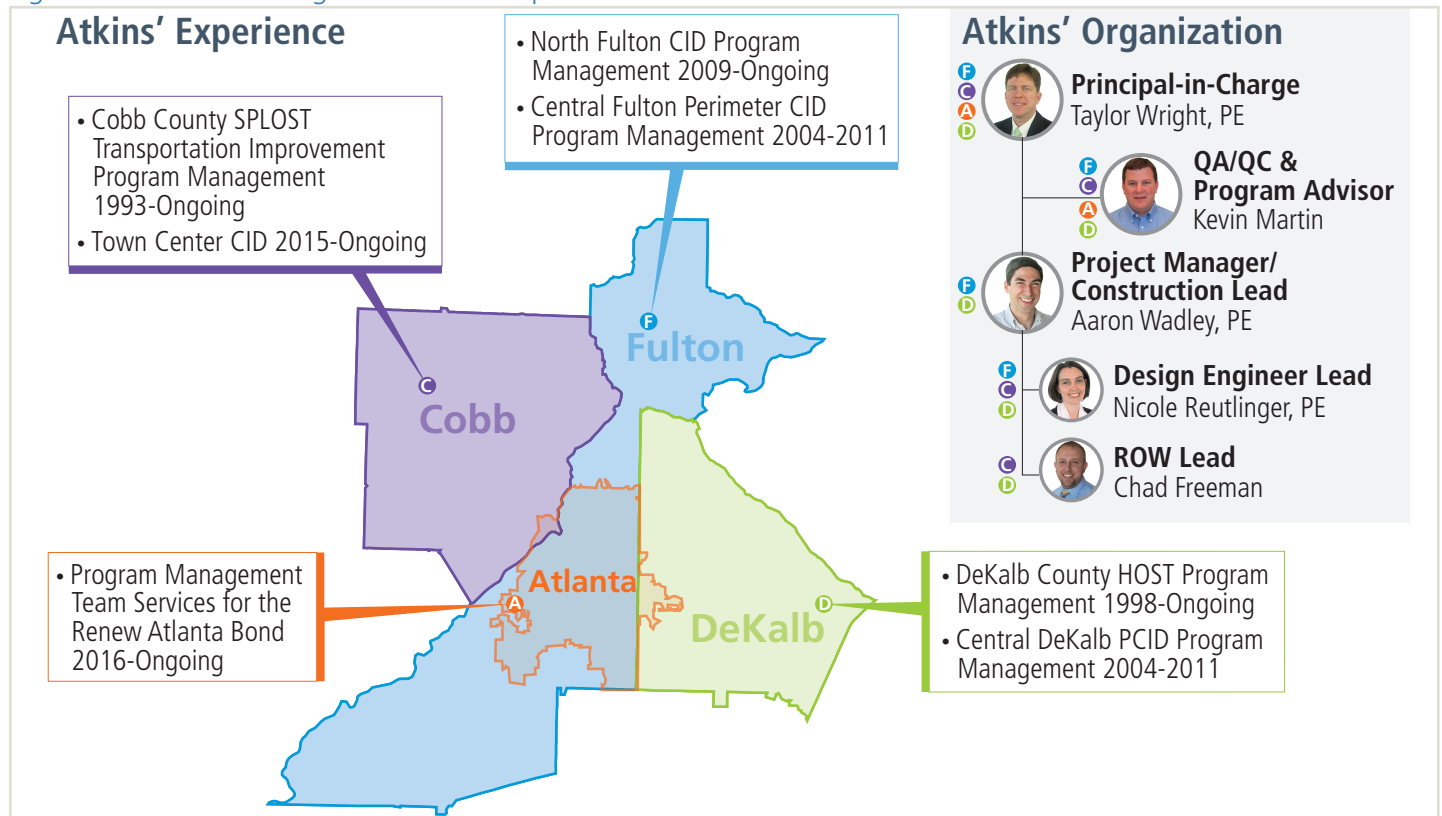
Our experience working directly with the City of Alpharetta staff also sets our team apart. We have developed an understanding of City preferences, whether related to design standards, procurement procedures, or construction requirements. We have also demonstrated our ability to collaboratively solve problems, working directly with City staff to resolve challenges encountered on the Northwinds Parkway project. Our team worked directly with City staff to resolve challenges and were able to address issues such as poor quality of asphalt construction along the new section of roadway. Through proper communication and coordination, the team ultimately developed a solution to reconstruct the asphalt pavement, resulting in a quality product for taxpayers without additional cost to the City. **We understand what working as an extension of our client's staff means, and that success is only achieved through proper communication and teamwork.**

The Metro Atlanta region is currently experiencing unprecedented growth in infrastructure projects, which is a result of increased funding from local, state, and private resources. Construction of the new interchange of Interstate 285 and SR 400 will be starting soon, putting further strain on local resources, including transportation consulting firms. The Atkins team is already in place and working in the City of Alpharetta on Encore Parkway and other projects. We are dedicating this same team to the City of Alpharetta's program management, providing the City with the confidence that necessary and proven resources will be available to start immediately.

Our extensive program management experience provides the City with tremendous expertise in the delivery of similar, complex programs. This experience is demonstrated throughout our well-defined management structure and through the team's technical professionals who have been chosen to match their areas of expertise to the program's scope. Figure 1 outlines our team's organization and illustrates our successful experience in Fulton, Cobb, and DeKalb Counties.

Our **program/project manager, Aaron Wadley, PE**, brings 15 years of public works experience. This experience includes managing the Alpharetta-sponsored Encore Bridge and Streetscape project, as well as the recently completed Northwinds Parkway Extension project. Aaron has demonstrated his ability to work proactively with City staff to resolve complicated engineering problems. The **program principal, Taylor Wright, PE**, has worked directly with the City

Figure 1. Atkins' team organization and experience.



of Alpharetta as the project manager for the NFCID program since 2009. Our team also includes **Nicole Reutlinger, PE; Don Johnson, CCM, CPESC, CESCO;** and **Chad Freeman**, bringing extensive knowledge of the City of Alpharetta procedures and preferences, gained through working directly on Alpharetta-sponsored projects.

c. Technical experience and references

With a diverse array of technical specialties gained from our long and successful track record of managing PM/CM projects, Atkins aims to be a single-source solution for clients. Atkins is committed to providing comprehensive services to help our clients meet their goals. Perhaps the most significant indicator of Atkins' success is our high volume of repeat business—90 percent—which reflects our sincere commitment to client service. Below is our team's most relevant experience in Cobb and DeKalb Counties, and with NFCID.

Cobb County Special Purpose Local Option Sales Tax (SPLOST) Transportation Improvement Program (TIP) Management, Cobb County, GA

Name of agency: Cobb County

Agency contact, telephone number, e-mail address:

Jim Wilgus, Director Cobb County Department of Transportation
770.528.1647

jim.wilgus@cobbcounty.org

Project manager: Wade Kelly, PE, PMP, CCM

Dates services were provided: 1993 - ongoing

Brief description of services provided: Cobb County voters approved a one percent sales tax for the funding of TIPs in 1985, 1990, 1994, 2005, 2011, and 2015. To meet the demands of these ambitious programs, Cobb County chose to outsource program management assistance and pre-construction/construction services. In 1993, Atkins was selected as their program manager and soon became an integral part of the Cobb County Department of Transportation, coordinating the activities of numerous consultants, contractors, utilities, and agencies successfully completing more than \$1.5 billion in transportation improvements. The program has included more than 500 construction contracts consisting of major roadway construction and widening, bridge construction and rehabilitation, shoulder widening, intersection improvements, resurfacing, and sidewalk improvements.

Atkins' program management includes establishing and maintaining the program's budget, schedule, and cash flow. Our team continually coordinates with Cobb County's finance and budget divisions to provide adequate reporting and forecasting to the Board of Commissioners, Oversight Committee, and other interested parties. Additionally, the team coordinates and monitors all ROW acquisition project phases from concept, engineering, appraisal, and acquisition, to

construction and contract closeout/remnant disposition. Atkins' construction services involve complete construction management of the projects, including contract administration, construction engineering and inspection, materials sampling, and testing—all in accordance with the City's specifications.

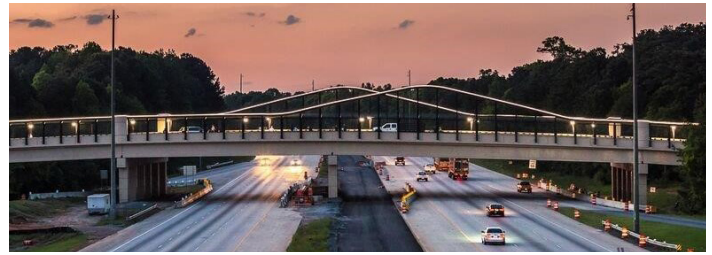


Figure 2. Atkins provided program management of the construction of the Skip Spann Connector Bridge

North Fulton Community Improvement District Program Management, Fulton County, GA

Name of agency: North Fulton Community Improvement District (NFCID)

Agency contact, telephone number, e-mail address:

Ann Miller Hanlon, Chief Operating Officer
678.397.0566
ahanlon@gnfcc.com

Project manager: Taylor Wright, PE

Dates services were provided: 2009 - ongoing

Brief description of services provided: In February 2009, Atkins was selected to perform program management services for NFCID. The NFCID program, Blueprint North Fulton, focuses on providing pedestrian, operational, and landscape improvements for the stakeholders of the district. The program of projects, estimated at approximately \$40 million, includes interchange landscape and streetscape projects and intersection, signal, and major operational improvements. Funding for construction includes a combination of local, state, and federal funds.

As program managers for the NFCID, Atkins has managed the design, installation, and maintenance of landscaping at the SR 400 interchanges of Mansell Road, Haynes Bridge Road, Old Milton Parkway, and Windward Parkway. Operational projects that our team has managed to completion for the NFCID include SR 400 northbound ramp at Windward Parkway, intersection improvements at Mansell Road and North Point Parkway, and ramp improvements at SR 400 northbound at Old Milton Parkway.

Windward Parkway, Phase 2. The NFCID, with the City of Alpharetta, has leveraged local investment with federal funding and a Georgia Transportation Infrastructure Bank grant to widen Windward Parkway from SR 400 to Deerfield Parkway. In the fall of 2016, Atkins began to manage the pre-construction phase of the project and perform land acquisition.

Northwinds Parkway Extension. This project will extend the four-lane Northwinds Parkway along a new location alignment from Kimball Bridge Road to Old Milton Parkway. This was a cooperative effort between the City of Alpharetta, NFCID, and the Georgia Department of Transportation (GDOT) to provide operation improvements and to spur economic development by providing access to the adjacent Alpharetta campus of Gwinnett Technical College. Atkins recently completed pre-construction, land acquisition, and performed construction management for the first phase of the project.

Encore Parkway Improvements. Sponsored by the City of Alpharetta and managed by NFCID, Encore Parkway will be a signature “gateway” with a bridge over SR 400 that will include pedestrian, landscape and hardscape features. Atkins managed the design, performed ROW acquisition, and is currently managing construction. The project is funded by GDOT, the Atlanta Regional Commission (ARC), the State Road and Tollway Authority (SRTA), the City of Alpharetta, and NFCID.



Figure 3. Atkins provided program management of the construction of Encore Parkway for NFCID

DeKalb County Homestead Option Sales Tax (HOST) Program Management, DeKalb County, GA

Name of agency: DeKalb County Public Works

Agency contact, telephone number, e-mail address:

David Pelton, PE, Interim Associate Director
Public Works, Transportation Division

770.492.5223

dwpelton@dekalbcountyga.gov

Project manager: Nicole Reutlinger, PE

Dates services were provided: 1998 - ongoing

Brief description of services provided: Since 1998, Atkins has provided program management services to DeKalb County for its transportation program, which leverages local funding provided by the County’s HOST and from the sales of general obligation bonds. Beginning with the management of four of the County’s high-priority projects with an estimated \$70 million in construction costs, services have expanded to include program management, land acquisition, and construction management of more than 75 projects including acquisition of more than 1,200 parcels of ROW and construction engineering and inspection of 25 construction projects.

As program manager for DeKalb County’s Transportation Division, the Atkins team has performed as an extension of staff in delivery of DeKalb County’s federal aid projects, working directly with DeKalb County administration, government agencies, consultants, and contractors. In addition, our team has responded to periods of increased needs such as during delivery of DeKalb County’s 2005 bond infrastructure program as well as delivering “shovel-ready” projects to be part of the American Recovery and Reinvestment Act of 2009. During our 18 years as program manager, our team has provided the resources to respond to periods of increased needs, along with the expertise to deliver a broad range of transportation infrastructure projects with varying funding sources.

The Atkins team has performed management services on DeKalb County projects from concept to completion. Pre-construction services include concept development, preparing consultant scope, reviewing fee estimates, schedule tracking, plan review, and agency coordination. Land acquisition services include title and appraisal preparation, negotiations, and condemnation support. Our team has also performed turn-key construction management services including bid assistance, review of bid results, field inspection, dispute resolution, coordination with GDOT and stakeholders, and project closeout.



Figure 4. Atkins provided project management, ROW acquisition, and construction management of DeKalb Medical Parkway

d. Licensing

Atkins has provided all necessary, valid, and current licenses to do business in the State of Georgia in Appendix B that include Atkins’ State of Georgia Certificate of Authority and Atkins’ engineering licence. Additionally, we have included a copy of our GDOT prequalification certificate. Table 1 lists the applicable area classes that Atkins is qualified to provide services.

Table 1. Relevant area classes Atkins is prequalified

GDOT service area	Atkins area class prequalification
3. Highway Design Roadway	3.01 through 3.09, 3.12, 3.13, 3.15, 3.16, and 3.17.
8. Construction	8.01
9. Erosion and Sedimentation Control	9.01, 9.02, and 9.03.
ROW Services	Atkins’ ROW manager is GDOT prequalified in land acquisition and relocation services.

Appendix A: Standard Forms



Appendix A: Standard Forms

The following forms are included in this section:

- City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
- Atkins' W-9 Form

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your firm and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this should be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☒ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official Name and position: N/A

Amount/Value of Contribution
N/A

Description of Contribution including date of contribution
N/A

Any other Relationship Type
Brother - Obie Brannon

City of Alpharetta Employee's/Official's Name
Lamont Brannon, City of Alpharetta Police Officer

This form must be completed and returned with response in order for your response to be eligible for consideration.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT) Atkins North America, Inc.

Authorized Signature: Taylor Wright

Printed Name and Title of Person

Signing: Taylor Wright, PE, Vice President, Sector Manager

Date: October 13, 2016

Firm's Address: 1600 RiverEdge Parkway, NW, Suite 600, Atlanta, GA 30328

Contact's Email Address: taylor.wright@atkinsglobal.com

***This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response.**

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

58042
Federal Work Authorization (E-Verify) User Identification Number
10/04/2007
Date of Authorization
Atkins North America, Inc.
Name of Contractor
Project Management Services, RFQ # 17-1007
Name of Project

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

Executed on Oct. 11, 2016 in Atlanta (city), Georgia (state).

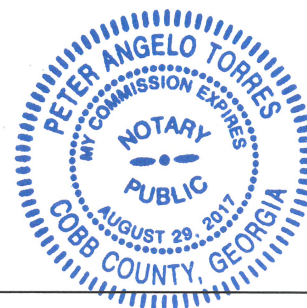
Taylor Wright
Signature of Authorized Officer or Agent

Taylor Wright, PE, Vice President, Sector Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF October, 2016.
Peter Angelo Torres
NOTARY PUBLIC

My Commission Expires:

August 29, 2017



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atkins North America, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4030 W. Boy Scout Blvd. #700

6 City, state, and ZIP code
Tampa, FL 33607

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 0 8 9 6 1 3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Patricia A. Sweeney* Date ▶ *FEB. 5, 2016*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Appendix B: Documents



Appendix B: Documents

The following licenses and certifications are included in this section:

- Atkins' Certificate of Authority
- Atkins' engineering license
- Atkins' GDOT prequalification certificate

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

AMENDED CERTIFICATE OF AUTHORITY NAME CHANGE

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

POST, BUCKLEY, SCHUH & JERNIGAN, INC.
a Foreign Profit Corporation

formed under the laws of the State of Florida and authorized to transact business in Georgia on 04/08/1974, has amended its application to transact business in this state by the filing of an amendment changing its name to

ATKINS NORTH AMERICA, INC.

and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 25, 2011



A handwritten signature in black ink, appearing to read 'B: P. Kemp', written in a cursive style.

Brian P. Kemp
Secretary of State



Brian P. Kemp
Secretary Of State

CORPORATIONS DIVISION

Suite 315 West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530
(404) 656-2817

**Application for Amended
Certificate of Authority of a
Foreign Entity**

An amended certificate of authority must be obtained only if a foreign entity changes its name or its jurisdiction of organization. Complete (where applicable) and return this form with a check made payable to the Secretary of State in the amount of \$20.00. Entity must be in "Active Compliance" status in order to use this form.

1. Entity Name POST, BUCKLEY, SCHUH & JERNIGAN, INC.
2. Entity Control No. H858532
3. State/Country Of Jurisdiction FLORIDA
4. Date of Authorization In Georgia 04/08/1974
5. Please Indicate Entity Type (Check One Box Only):

- ☒ Corporation (Corporation Must Provide Certificate Of Existence From Home State With New Name)
☐ Limited Liability Company
☐ Limited Partnership

6. The name by which the entity will hereafter be known is:

ATKINS NORTH AMERICA, INC.

(Effective April 1, 2011)

7. New Jurisdiction: NO CHANGE

ATTENTION: If any other information required in the original application for certificate of authority has changed, the entity has an obligation under Georgia law to inform the Secretary of State of said changes. Attach additional pages if necessary.

2011 FEB 25 AM 11:49
SECRETARY OF STATE
CORPORATIONS DIVISION

Signed By:

Ronald D. Richmond

Authorized Signature and Title
RONALD RICHMOND, VICE PRESIDENT

2/16/11
Date



State of Florida



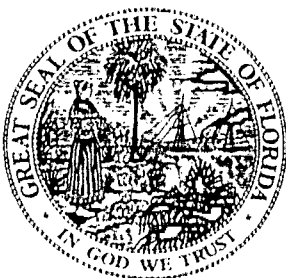
Department of State

I certify from the records of this office that ATKINS NORTH AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on February 29, 1960.

The document number of this corporation is 233840.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report/uniform business report was filed on January 5, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (01-07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of February, 2011

A handwritten signature in cursive script, reading "Kurt S. Brummett".

Kurt S. Brummett
Secretary of State



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
State Board of Engineers and Land Surveyors
Engineer Firm

License No. PEF000902

Status: Active

Atkins North America Inc
4030 West Boy Scout Blvd
Suite 700
Tampa FL 33607

Expires: 6/30/2018
Issued: 11/28/1989



Real-time license verification is available at sos.georgia.gov/PLB



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
State Board of Engineers and Land Surveyors
Engineer Firm
License No. PEF000902 - Active

Atkins North America Inc
4030 West Boy Scout Blvd
Suite 700
Tampa FL 33607

Issued: 11/28/1989
Expires 6/30/2018

Real-time license verification is available at sos.georgia.gov/PLB

Atkins' GDOT prequalification certificate

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		ISSUE DATE	DATE OF EXPIRATION
Atkins North America, Inc 1600 RiverEdge Parkway NW, Suite 600 Atlanta, GA 30328		12/11/14	6/30/17
		SIGNATURE	
			
1. Transportation Planning ☒ 1.01 State Wide Systems Planning Urban Area and Regional Transportation Planning ☒ 1.02 Planning Aviation Systems Planning ☒ 1.04 Mass and Rapid Transportation Planning ☒ 1.05 Alternate System and Corridor Location Planning 1.06 Unknown ☒ 1.06a NEPA Documentation ☒ 1.06b History ☒ 1.06c Air Studies ☒ 1.06d Noise Studies ☒ 1.06e Ecology 1.06f Archaeology 1.06g Freshwater Aquatic Surveys ☒ 1.07 Attitude, Opinion and Community Value Studies ☒ 1.08 Airport Master Planning ☒ 1.09 Location Studies ☒ 1.10 Traffic Studies 1.11 Traffic and Toll Revenue Studies ☒ 1.12 Major Investment Studies 1.13 Non-Motorized Transportation Planning		3. Highway Design Roadway (Continued) Traffic Control Systems Analysis, Design and Implementation ☒ 3.09 3.10 Utility Coordination 3.11 Architecture ☒ 3.12 Hydraulic and Hydrological Studies (Roadway) ☒ 3.13 Facilities for Bicycles and Pedestrians 3.14 Historic Rehabilitation ☒ 3.15 Highway Lighting ☒ 3.16 Value Engineering ☒ 3.17 Design of Toll Facilities Infrastructure	
		4. Highway Structures ☒ 4.01 Minor Bridges Design ☒ 4.02 Major Bridges Design 4.03 Movable Span Bridges Design ☒ 4.04 Hydraulic and Hydrological Studies (Bridges) 4.05 Bridge Inspection	
2. Mass Transit Operations ☒ 2.01 Mass Transit Program (Systems) Management 2.02 Mass Transit Feasibility and Technical Studies 2.03 Mass Transit Vehicle and Propulsion System Mass Transit Controls, Communications and Information Systems 2.04 2.05 Mass Transit Architectural Engineering 2.06 Mass Transit Unique Structures 2.07 Mass Transit Electrical and Mechanical Systems Mass Transit Operations Management and Support Services ☒ 2.08 ☒ 2.09 Aviation 2.10 Mass Transit Program (Systems) Marketing		5. Topography ☒ 5.01 Land Surveying ☒ 5.02 Engineering Surveying ☒ 5.03 Geodetic Surveying 5.04 Aerial Photography 5.05 Aerial Photogrammetry 5.06 Topographic Remote Sensing ☒ 5.07 Cartography ☒ 5.08 Subsurface Utility Engineering	
3. Highway Design Roadway Two-Lane or Multi-Lane Rural Generally Free Access Highway Design ☒ 3.01 Two-Lane or Multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers ☒ 3.02 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial, Industrial and Residential Urban Areas ☒ 3.03 ☒ 3.04 Multi-Lane, Limited Access Expressway Type Highway Design ☒ 3.05 Design of Urban Expressway and Interstate ☒ 3.06 Traffic Operations Studies ☒ 3.07 Traffic Operations Design ☒ 3.08 Landscape Architecture		6. Soils, Foundation & Materials Testing 6.01a Soil Surveys 6.01b Geological and Geophysical Studies 6.02 Bridge Foundation Studies Hydraulic and Hydrological Studies (Soils and Foundation) 6.03 6.04a Laboratory Materials Testing 6.04b Field Testing of Roadway Construction Materials 6.05 Hazard Waste Site Assessment Studies	
		8. Construction ☒ 8.01 Construction Supervision	
		9. Erosion and Sedimentation Control ☒ 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program ☒ 9.02 Rainfall and Runoff Reporting ☒ 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations	

Appendix C: Resumes



Taylor Wright, PE

Principal-in-Charge

Taylor Wright has more than **18** years of program management experience overseeing more than **10** program management contracts that included more than **125** projects.

Education

B.S., Civil Engineering,
Georgia Institute of
Technology

Registrations

Professional Engineer
Arkansas 10358, 2000
Georgia 24227, 1998
Mississippi 14864, 2000

Certifications

Georgia Soil and
Water Conservation
Commission, Level
II Certified Design
Professional,
0000021857, 11/2015
Local Administered
Project Manual, 2010

Professional affiliations

DeKalb County Chamber
of Commerce Board of
Directors
American Council of
Engineering Companies
of Georgia, Director
(2013–2014)
Georgia Board of
Professional Engineers
and Land Surveyors

Summary of experience

23 years of experience

18 years of program
management experience

17 years of experience in
Fulton County

Career summary

Taylor Wright has served as principal-in-charge/project manager overseeing more than 10 program/project management contracts with several municipalities within Fulton, Cobb, and DeKalb Counties. These contracts have been continually renewed and held for more than 18 years, testifying to Taylor's outstanding management and oversight. He currently serves as project manager for Atkins directing sidewalk and streetscape design, bridge replacement, major road widening, and interstate/interchange design projects.

Mr. Wright has been responsible for the coordination and tracking of consultant design projects, facilitating reviews with state and federal staff, reporting program status to County staff and administration, ROW acquisition, and construction management services.

Project experience

DeKalb County Homestead Option Sales Tax Program Management (HOST), DeKalb County, GA. Program manager/principal-in-charge for 17 years overseeing this program that leverages local funding provided by the HOST program. Led the expansion of Atkins' role to include project management of more than 50 DeKalb transportation projects, acquisition of more than 1,100 ROW parcels, and construction management of more than 30 infrastructure projects. The total value of Atkins' program management for DeKalb County is approximately \$500 million.

North Fulton Community Improvement District (NFCID) Program Management, Alpharetta, GA. Program manager/principal-in-charge for 7 years overseeing the pedestrian, operational, and landscape improvements for district stakeholders. Administers projects estimated at approximately \$20 million, negotiates scope and fee with design consultants, and coordinates directly with local and state officials. Manages team to ensure quality design reviews of consultant plans, ROW appraisals and negotiations, and construction management.

Perimeter Community Improvement District (PCID) Program Management, Fulton and DeKalb Counties, GA. Program manager/principal-in-charge for 5 years leading a team of Atkins personnel that served as an extension of PCID staff to perform a variety of services, which included managing design consultants; tracking and reporting project status; and performing budget projections and tracking, ROW acquisition services, and construction inspection and management.

Cobb County Program Management, Cobb County Department of Transportation, GA. In-house design manager and liaison for consultant design projects for 2 years. Supports the oversight of over \$750 million for capital improvements for the various county agencies including public safety, transportation, parks and recreation, and facilities.



Aaron Wadley, PE

Project Manager

Aaron Wadley has served as project manager on **more than 25** transportation program management and/or public infrastructure projects **for the last 18 years.**

Education

B.S., Civil Engineering Technology, Southern Polytechnic State University

Registrations

Professional engineer
Georgia, 037241
Virginia, 0402048905

Certifications

Construction Manager in Training, Construction Management Association of America
Georgia Soil and Water Conservation Commission, Level 1A Erosion Control
Georgia Department of Transportation (GDOT) Asphalt Inspection
GDOT-Certified Worksite Erosion Control Supervisor
GDOT-Certified Concrete Tester, #FCO-0212

Summary of experience

18 years of experience

15 years of program management experience

17 years of experience in Fulton County

Career summary

Aaron Wadley has 15 years of program and project management experience both in design and construction management of a variety of public infrastructure projects. He previously served as the Newton County Director of Transportation, Engineering, and Public Works, where he managed the day-to-day activities of the Public Works, Engineering, Fleet, and Solid Waste Departments and implemented combined annual budgets in excess of \$10 million.

Mr. Wadley currently serves as senior project manager directing projects requiring multiple technical units and/or subcontractors, involving regulatory compliance or complex technical requirements, as well as training, production coordination, planning, organizing, directing, controlling, and financial management.

Project experience

North Fulton Community Improvement District, Encore Parkway Bridge and Streetscape and Greenway Trail Extension. Senior project manager for the construction phase of this \$18-million project that included a bridge replacement over Georgia 400, extensive landscaping, and decorative concrete hardscape features.

Atlanta Streetcar Project Management, Metropolitan Atlanta Rapid Transit Authority (MARTA), Metropolitan Atlanta Transit Consultants (MATC).

Project contract manager for the \$100 million Atlanta Streetcar Project under the MATC General Engineering contract. Performed construction and contract oversight, document control, review of pay applications and change orders, and procurement for parts, tools, and vehicles for the streetcar and vehicle maintenance facility.

DeKalb County HOST CEI, National Pollutant Discharge Elimination System (NPDES), DeKalb County, Georgia. Project manager responsible for construction management on DeKalb County's behalf, including managing pay requests, interpreting plans and contract documents, approving field-based changes, and performing construction observation. These projects typically involve CEI and NPDES monitoring in excess of \$1 million.

Mr. Wadley's project experience with other agencies included:

Newton County Director of Transportation, Engineering, and Public Works. Oversaw the county's Public Works, Engineering, Fleet, and Solid Waste Departments with combined annual budgets in excess of \$10 million. Directed a landfill and waste collection system amidst remediation, programed maintenance and capital improvement of almost 1,000 miles of roadway, and delegated the maintenance of over 600 vehicles and heavy equipment. Oversaw the engineering department's environmental permitting, development plan reviews, capital projects, and transportation design.

Newton County Special Purpose Local Option Sales Tax (SPLOST) Program Manager. As Director of Public Works and the County's Chief Engineer, managed the \$20-million CIP within the SPLOST program of projects including planning, design management, and construction.



Kevin Martin, Esq., AVS

QA/QC and Program Advisor

Kevin Martin

has provided QA/QC on **more than 100** transportation improvement projects **for the last 19 years.**

Education

J.D., Law, Birmingham School of Law

B.A., Economics, Auburn University

B.A., Political Science (International Relations), Auburn University

Registrations

Attorney: Alabama, ASB-8278-N72M, 2003

Certifications

American Concrete Institute (ACI), Level I

Alabama Concrete Technician

Alabama Roadway Technician

Quality Control Institute (QCI) Stormwater Inspector

Advanced Maintenance of Traffic Control Inspector

Nuclear Safety

Site Manager Project Engineer Training

Associate Value Specialist, SAVE International

Professional affiliations

American Bar Association, Alabama State Bar

Summary of experience

19 years of experience

18 years of program management experience

7 years of experience in Fulton County

Career summary

Kevin Martin serves as a project manager with Atkins' southern states construction management division. He has 19 years of experience in providing construction engineering and surveying services on multimillion dollar projects, including significant experience in the construction of interstate roadway, bridges, urban multilaning, drainage structures, Subtitle D municipal landfills, airport taxiways, municipal sewage systems, and using GPS and real-time kinematic (RTK) systems in land surveying applications. Mr. Martin has worked in various capacities as program manager, project manager, project engineer, senior inspector, and survey party chief. His current general responsibilities with Atkins include project management of existing roadway construction contracts.

Project experience

Cobb County Program Management, Cobb County Department of Transportation, GA. Provides management and ensures QA/QC of Cartegraph pavement management systems for Cobb DOT, managing database of pavement condition index scores, and creating priority lists for resurfacing for SPLOST. Assisted in the migration from paper bidding on Cobb DOT construction contracts to electronic only bidding via BIDX, working to create uniform templates and ensure contract continuity as transition made in 2014. Worked extensively with Cobb County construction team to update standard specifications for construction to ensure latest standards were implemented.

Value Engineering (VE) Studies, GDOT. Construction manager responsible for the construction portions of the GDOT VE project assignments provided to Atkins. This includes the successful completion of more than 45 full-scale VE studies, specializing in all aspects of transportation construction.

Alabama DOT Construction Engineering and Inspection (CEI) Program.

Program manager responsible for managing the Alabama DOT CEI program in Alabama. Projects include:

- **I-85 Beehive Interchange, Alabama DOT-Auburn, AL.** This project consisted of a new grade separated interchange on I-85 in Auburn involving new bridges, grade, drain, base, and pave items.
- **Westgate Parkway Widening-City of Dothan, AL.** This project consisted of conversion of an existing two-lane roadway into a five-lane urban section to accommodate growth in areas north of Dothan, as well as providing a multilane corridor between US 231 and US 431 immediately north of the Ross Clark circle. The project consisted of grading, drainage, pavement, materials testing, project administration, and completion of all project documentation to Alabama DOT and Federal Highway Administration specifications.



Nicole Reutlinger, PE

Design Engineer Lead

Nicole Reutlinger has served as a roadway design engineer on **more than 90** transportation improvement projects **for the last 18 years.**

Education

B.S., Civil Engineering,
Georgia Institute of
Technology

Registrations

Professional Engineer
Georgia, 028753, 2003

Certifications

Georgia Soil and
Water Conservation
Commission (GSWCC),
Level II Certified
Design Professional,
0000061032, 4/2019

Locally Administered
Projects (LAP) Training,
obtained August 2010

Professional affiliations

American Association
of Highway Engineers
(ASHE), Past President for
Georgia Section

ASHE National Board,
National Director (former)
and National Conference
Committee Chair

Women's Transportation
Seminar

American Society of
Highway Engineers,
Regional Representative
and Past President,
Georgia section

Summary of experience

18 years of experience

12 years of program
management experience

9 years of experience in
Fulton County

Career summary

Nicole Reutlinger has 18 years of experience in the design and program management of various transportation projects throughout Georgia. Her past 12 years of experience has mainly been in program management for several local counties and Community Improvement Districts (CID). Ms. Reutlinger is very familiar with the GDOT design standards, specifications, plans presentation, and plan development process. She has been involved with several GDOT projects from concept through final plans and construction.

Project experience

Program Management, Town Center Community Improvement District (TCCID), Kennesaw, GA.

Ms. Reutlinger is the program manager overseeing several projects in this 6-square-mile area around the Town Center Mall. She is involved in the landscape maintenance program, assisting in developing RFPs, managing design projects with Cobb County, as well as projects designed locally with the TCCID. She is assisting with public meetings, helping craft design standards for TCCID, as well as assisting with the development of a lighting district for the Town Center.

DeKalb County Homestead Option Sales Tax (HOST) Program Management, DeKalb County, GA.

As project manager and senior engineer for this program for 10 years, her primary responsibilities involve monitoring schedules, budgets, and design for both locally and federally funded projects. She is involved from concept through construction of the project assisting in such capacities as attending public meetings, providing administrative assistance and reporting to the County, attending coordination meetings with GDOT, and performing design reviews. Atkins serves in a program management role for DeKalb County's \$250-million transportation program that leverages local funding provided by the HOST.

Program Management, North Fulton Community Improvement District (NFCID), Alpharetta, GA.

Ms. Reutlinger is involved as a project manager overseeing the design of several projects for this \$20-million program that involves streetscape, landscaping, and intersection and signal improvements. These projects are both state and federally funded. Her responsibilities include managing several design consultants as they take the projects from concept to final plans. She is involved with reviewing budgets, schedules, attending meetings, and coordinating with local, state, and federal agencies throughout the design process. Atkins not only provides program management for the NFCID, but also performs construction management on an as needed basis.

Program Management Services, DeKalb and Fulton Perimeter Community Improvement Districts (PCID), DeKalb and Fulton Counties, GA.

Ms. Reutlinger was a project liaison for several projects tracking schedules and budgets, coordinating project reviews, and preparing project bid documents. Atkins provides program management for the DeKalb and Fulton PCID.



Don Johnson, CCM, CPESC, CESCO

Senior Inspection/Stormwater Compliance Lead

Don Johnson has provided stormwater inspection on **more than 180** transportation and civil engineering projects **for the last 40 years.**

Education

B.S., Civil Engineering,
Southern Technical
Institute

Certifications

Certified Professional in
Erosion and Sediment
Control (CPESC), No.
2983, 2004

Construction
Management Association
of America, Certified
Construction Manager
(CCM), #12415

Georgia Soil and Water
Conservation Commission
(GSWCC), Levels 1A,
1B, and 2- Inspector,
Advanced Inspector and
Designer

GSWCC, Certified Trainer
for Levels 1 and 2

GADOT Streams Assessor
Qualification. (SWITC-
NCDOT/DWQ Method)

Tennessee Department
of Environmental and
Conservation, Level I
NPDES Inspector and
Level 2-Erosion Control
Inspector and Designer

GDOT, Worksite Erosion
Control Supervisor

OSHA 40-Hour
Hazardous Waste
Operations, OSHA 10-
Hour Construction Site
Safety Supervisor

Summary of experience

40 years of experience

26 years of program
management experience

28 years of experience in
Fulton County

Career summary

Donald Johnson currently serves as safety liaison and construction engineer for a variety of Atkins construction programs. He provides safety oversight, project hazard analysis, risk mitigation, project management, contract administration, task hazard analysis, and asset management services for municipal, commercial, aviation, and other projects. Mr. Johnson is also a member of the Georgia Environmental Protection Division's Stakeholders Advisory Committee, which drafted the revised construction National Pollutant Discharge Elimination System (NPDES) permits for Georgia. He previously provided project safety inspections, safety audits, and construction and environmental engineering services for a variety of projects in the United States, Canada, and Southeast Asia. Mr. Johnson provides engineering consulting services for all aspects of state NPDES permitting in several states, including Georgia, Tennessee, North Carolina, and South Carolina.

Project experience

NPDES Regulatory Compliance Program, Cobb County Department of Transportation, Cobb County, GA. Serves as program manager responsible for conducting program audits of the Cobb County Department of Transportation TIP. These audits reviewed all aspects of construction for NPDES regulatory compliance and performance. Provides professional training as well as regulatory advice and recommendations for erosion control performance for cost savings and water quality compliance. Also introduced the Atkins personal digital assistant (PDA)/web-based data management system for NPDES projects.

Various Highway Projects, GDOT, Various Locations, GA. Served as project manager. Led a team of Atkins engineers and inspectors who provided services such as construction project management, safety program initiation, site hazard analysis/mitigation, storm runoff monitoring and sampling, corrective planning, and reporting for an ongoing portfolio of Georgia highway construction projects.

Mall of Georgia, Gwinnett County, GA. Construction engineer and safety manager for all construction phases and ultimate completion of this 2.2-million-square-foot regional mall located on approximately 500 acres in Gwinnett County. This project consisted of multiple concurrent grading and subsurface operations requiring a comprehensive safety plan to ensure the safety of all project participants on site.

Centers for Disease Control and Prevention, Atlanta, GA. Served as project manager for the federal government staff managing this 14-year, multi-phase, multi-billion-dollar campus construction project. Provides construction NPDES compliance plan writing, client consulting on regulatory requirements, sediment and erosion control plan site inspections, and corrective planning and reporting for over 30 task orders to date. The task orders have encompassed multiple locations at the Atlanta area Chamblee, Lawrenceville, and Roybal campuses. This project has included advanced techniques in water quality monitoring and sampling, and included preparation of an Spill Prevention, Control, and Countermeasure (SPCC) Update and a stormwater management plan.



Chad Freeman

Right-of-Way Lead

Chad Freeman has provided ROW services on **more than 100** transportation projects **for the last 13 years.**

Education

B.A., Political Science,
University of North
Carolina at Asheville

Certifications

Georgia Brokers License
North Carolina Brokers
License

Summary of experience

13 years of experience

12 years of providing program management as a NCDOT ROW agent

Career summary

Chad Freeman has 13 years of experience in the ROW industry and is the broker-in-charge for Georgia and North Carolina. He has a broad knowledge of ROW acquisition and relocation procedures. Mr. Freeman's experience includes acquiring ROW and easements for upcoming highway construction projects. He negotiates settlements with different types of property owners, such as private homeowners and managers of various businesses. Also, if necessary, Mr. Freeman helps relocate property owners and guides them through the relocation process.

Project experience

Monroe Connector/Bypass ROW Services (2014), North Carolina Turnpike Authority, Union County, NC. ROW agent for the Monroe Connector/Bypass project that consists of a tolled highway. The highway extends from US 74 near I-485 in southeastern Mecklenburg County to US 74 in the area between the towns of Wingate and Marshville in Union County. Total length of the project is approximately 20 miles. Atkins responsibility for ROW services involves acquisition of 197 parcels and the relocation of 265 tenants and personal property items. The relocation effort involves a storage unit business containing approximately 200 individual personal property relocations.

US 221 (Watauga and Ashe Counties) ROW Consulting Services, North Carolina Department of Transportation, Jefferson, NC. ROW agent that provided ROW consulting services for two of five phases to widen 16.1 miles of US 221—now a two-lane highway—to a four-lane highway with a median, from US 421 in Deep Gap to the US 221 Business/NC 88 intersection. Services provided by Atkins included acquisition negotiations, condemnation lawsuit preparation, relocation assistance, property inventory preparation, and overall ROW project management. ROW services were provided in accordance with NCDOT's ROW Manual and 49 CFR Code of Federal Regulation, Part 21, Uniform Relocation Assistance and Real Property Act of 1970, as amended, and included all applicable responsibilities as listed within the scope of services.

Prior to joining Atkins, Mr. Freeman's experience included:

North Carolina Department of Transportation, Asheville, NC. ROW agent in engineering services responsible for a varied range of tasks associated with ROW acquisition, including negotiating settlements on complex acquisitions involving residential and commercial properties. Mr. Freeman provided advisory services to displaced residents and business relocation cases, under the guidelines of the Uniform Relocation Act. Work included researching tax records, preparing highway deeds and easement agreements for processing and other agency required forms. Additionally, Mr. Freeman worked/communicated with environmental health agencies.

City of Alpharetta PM - Proposed Positions	Lower Rate	Upper Rate	Median		Home/ Office Positions			Field Positions		
					Actual Raw Rate	Home/ Office Multiplier	Billing Rate	Actual Raw Rate	Field Multiplier	Billing Rate
Principal-in-Charge				Taylor Wright	\$85.00	2.9	246.50			
QA/QC and Program Advisor				Kevin Martin	\$69.73	2.9	202.22	\$69.73	2.7	188.27
Project Manager/ CM Lead				Aaron Wadley	\$50.00	2.9	145.00	\$50.00	2.7	135.00
Design Engineering Lead				Nicole Reutlinger	\$47.64	2.9	138.16			
Right-of-Way Lead				Chad Freeman	\$35.83	2.9	103.91			
Sr. Construction Inspector				Don Johnson				\$37.87	2.7	102.25
Audit Specialist				Tamae Partain	\$50.00	2.9	145.00			
City of Alpharetta PM - Potential Future Positions	Lower Rate	Upper Rate	Median		Home/ Office Positions			Field Positions		
					Actual Raw Rate	Home/ Office Multiplier	Billing Rate	Actual Raw Rate	Field Multiplier	Billing Rate
Clerical	\$ 20.00	\$ 40.00	\$ 30.00		TBD	2.9	TBD			
Project Technician	\$ 25.00	\$ 40.00	\$ 32.50		TBD	2.9	TBD			
Civil/ Roadway Project Manager	\$ 35.00	\$ 55.00	\$ 45.00		TBD	2.9	TBD			
Traffic Signals Project Manager	\$ 40.00	\$ 60.00	\$ 50.00		TBD	2.9	TBD			
Construction Inspector, Level 1	\$ 20.00	\$ 32.00	\$ 26.00					TBD	2.7	TBD
Construction Inspector, Level 2	\$ 24.00	\$ 36.00	\$ 30.00					TBD	2.7	TBD
Construction Inspector, Level 3	\$ 30.00	\$ 45.00	\$ 37.50					TBD	2.7	TBD



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet
Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE: ON-CALL STORM STRUCTURE AND DRAINAGE REPAIRS

II. RECOMMENDATION:

Please award RFP No. 16-109 to Butch Thompson Enterprises, Inc., for the On-Call Storm Structure and Drainage Repairs project 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: \$200,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Pipe/Storm Structure Repair and Maintenance / 30241100-541430 C1308	\$200,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this bid is for on call storm structure and drainage repairs throughout the City. During routine inspections of the City's stormwater infrastructure, maintenance needed to any structure, ditch line, curbing, or any other stormwater management infrastructure maintained by the City is noted and entered into the Public Works Asset Management System for repairs. Over the past several years due to aging infrastructure and annexed areas of Fulton County a back log of work orders have accumulated. There is currently over 800 work orders in the system pertaining to stormwater structures and drainage repairs. These repairs include but not limited to; regular grouting maintenance of manholes, invert installations, top and throat replacements, curb and gutter replacement, and sidewalk replacement due to settled panels located behind an improperly sealed catch basin.

The Department of Public Works prepared a unit rate sheet and specifications which included 147 items pertaining to stormwater structure and drainage repairs and advertised for proposals on May 19, 2016. It is the intent to award this as a five year contract and assign work order tasks throughout the year to the awarded contractor as funding allows. The City received proposals on June 16, 2016 from Butch Thompson Enterprises, Inc., Chatfield Contracting, Inc., Metals and Materials Engineering and Tople Construction. The Evaluation Committee met June 29, 2016 to tabulate the overall scores. Each proposal was evaluated and scored on the following:

- Company Comparable Experience & References (25 points)
- Project Manager Experience (25 points)
- Rate Sheet (25 points)
- Sample Project Cost (25 points)

The resulting scores were as follows:

1. Butch Thompson Enterprises, Inc. 81.8
2. Metals and Materials Engineers 74.8
3. Tople Construction 58.2
4. Chatfield Contracting, Inc. 57.8

The high scoring firm, Butch Thompson Enterprises, Inc, has previously completed work for the City. Butch Thompson Enterprises, Inc. also currently completes similar work for Cobb County and Sandy Springs as their on-call contractor. Therefore, Staff recommends award of RFP 16-109 On-Call Storm Structure and Drainage Repairs to Butch Thompson Enterprises, Inc.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Proposal (Butch Thompson Enterprises), Proposal Rate Sheet (Butch Thompson Enterprises)

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RE-ISSUE RFP TITLE:	RE-ISSUE OF ON-CALL STORM STRUCTURE MAINTENANCE AND DRAINAGE REPAIRS
RE-ISSUE RFP #:	16-109
RE-ISSUE RFP DUE DATE/TIME:	JUNE 16, 2016, 2:00 PM
RE-ISSUE RFP ISSUE DATE:	MAY 19, 2016
NUMBER OF PAGES:	142

CONTACT INFORMATION

Procurement Agent and RFP Contact:	<u>Debora Westbrook</u>
City of Alpharetta	Phone: 678-297-6052
Finance Department	FAX: 678-297-6093
Budget & Procurement Team	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM;
FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO:	EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:
CITY OF ALPHARETTA	Offeror's Name and Address
FINANCE DEPARTMENT	RFP Title & Number as noted on top of this page
CITY HALL 1ST FLOOR GREETER STATION	RFP Due Date & Time as noted on top of this page
2 PARK PLAZA	(or as may be changed by Official Written Addendum)
ALPHARETTA, GA 30009	
ATTN: DEBORA WESTBROOK	

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

Firm/Offeror Name:	<u>BUTCH THOMPSON ENTERPRISES, INC.</u>
Firm/Offeror Mailing Address:	<u>P.O. BOX 4655, MARIETTA, GA 30061</u>
Firm/Offeror Phone Number(s):	<u>(770) 427-8251</u>
Firm/Offeror FAX Number(s):	<u>(770) 425-9071</u>
Email Address for Offeror's Contact:	<u>BBENNETT@BTENTERPRISES.COM</u>
Authorized Offeror Signature:	<u></u>
Printed Name of Signer:	<u>BRANDON BENNETT</u>
Offeror Federal I.D. Number:	<u>58-1244945</u>
Offeror DUNS Number:	

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your firm and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this should be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☒ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official Name and position: _____

Amount/Value of Contribution

Description of Contribution including date of contribution

Any other Relationship Type

City of Alpharetta Employee's/Official's Name

This form must be completed and returned with response in order for your response to be eligible for consideration.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business in defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

BUTCH THOMPSON ENTERPRISES, INC.

Authorized Signature:

[Signature]

Printed Name and Title of Person

Signing:

BRANDON BENNETT, VICE PRESIDENT

Date:

6/16/16

Firm's Address:

PO BOX 4655, MARIETTA, GA 30061

Contact's Email Address:

BENNETT@BENTERPRISES.COM

***This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response.**

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

148883
Federal Work Authorization (E-Verify) User Identification Number

6/12/08
Date of Authorization

BUTCH THOMPSON ENTERPRISES, INC.
Name of Contractor

ON CALL STORM STRUCTURE MAINTENANCE
Name of Project

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

Executed on JUNE, 16, 2016 in DAWAS (city), GA (state).

Brandon Bennett
Signature of Authorized Officer or Agent

BRANDON BENNETT, VICE PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16TH DAY OF June, 2016

Patricia A. Foglia
NOTARY PUBLIC

My Commission Expires:

Nov. 4, 2016

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Butch Thompson Enterprises, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) P.O. Box 4655	Requester's name and address (optional)
	6 City, state, and ZIP code Marietta, GA 30061	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
5	8		-	1	2	4	4	9 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/16/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BUTCH THOMPSON ENTERPRISES, INC.

P.O. BOX 4655 • MARIETTA, GEORGIA 30061
770-427-8251 • FAX 770-425-9071

CORPORATE SUMMARY

Butch Thompson Enterprises, Inc. (BTE) is a Corporation organized under the laws of the State of Georgia and was established in 1976 by Joseph C. (Butch) Thompson. Since that time BTE has evolved into a multi-faceted roadway and site development company. BTE provides clearing, grading, storm drain, sanitary sewer, water line, curb & gutter, sidewalk, and asphalt paving services to a variety of municipal and private customers in the Greater Metro Atlanta Area. BTE is a Prequalified Contractor with the Georgia Department of Transportation (2TH710) and also holds a Utility Contractors License (UC300298) in the State of Georgia.

Within the last ten years BTE has primarily performed DOT roadway projects and well as turn-key subdivision construction to multiple County, City, and State Governments as well as many of the premier developers in the Atlanta Area. BTE's ability to perform all of the major aspects of sitework construction "in-house" is considered the cornerstone to the Company's success as well as a major benefit to Owners looking for the highest quality product, provided within budget, and ahead of schedule. BTE's ability to control the project schedule, flow of work items, and provide a quality product that is second to none, has made it one of the premier roadway contractors in the Metro Atlanta Area.

Some of our clients include Georgia DOT, Cobb County DOT, Cherokee County DOT, Paulding County DOT, Douglas County, City of Kennesaw, City of Acworth, City of Marietta, City of Sandy Springs, City of Alpharetta, City of Woodstock, City of Douglasville, City of Austell, City of Smyrna, City of Powder Springs, Traton Homes, Centex Homes, Cousins Properties, CW Matthews Contracting, Tidwell Construction, Benning Construction, Unity Construction, Benton-Georgia, and New South Construction.

BTE looks forward to the opportunity to showcase our strengths and abilities on your next roadway or site development project.



BUTCH THOMPSON ENTERPRISES, INC.

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BTE Unit Price Contract Work Experience

BTE currently has multiple unit price contracts with several different municipalities in the Metro Atlanta Area. Due to our ability to perform all the aspects of site work with our own forces we are able to complete the unit price contracts quickly and with minimal interruptions to the public. We have repeatedly extended the contracts for additional years at the Owner's request. Some of the current and previous contracts are documented below.

Current Unit Price Contracts

- **Cobb DOT Unit Price Contract** – BTE has performed work under this contract for over 20 years and is the primary unit price contract that we perform throughout the year. Contact: Jeff Neiswender – (770) 528-3654, Email: jeffrey.neiswender@cobbcounty.org
- **City of Sandy Springs Stormwater On Call Services** – BTE is currently performing work under this contract with the City of Sandy Springs for the current fiscal year. We have been under contract consistently with the City since 2010. Contact: Philip Walker – (770) 206-2553, Email: pwalker@sandyspringsga.gov
- **Georgia DOT District 7 Maintenance Projects** – BTE is one of three contractors that are invited to bid on GDOT maintenance projects across District 7. These projects are primarily drainage or washout issues where drainage has failed or is in disrepair. Occasionally the scope will involve sinkholes in pavement or other roadway repairs in the travelway. We have been involved in this capacity since 2013. Contact: Kelvin Wilson – (770) 216-3847, Email: kewilson@dot.ga.gov

Past Unit Price Contracts

- **City of Acworth Unit Price Contract** – BTE completed work under this contract for one original year and the contract was extended per the Owner's request for an additional three years until the contract was cancelled. Contact: Mark Hipps – (770) 975-0679
- **City of Smyrna Unit Price Contract** – BTE performed work under this contract for four years, one original year and three extensions until the contract was allowed to lapse and not extended. Contact: Jim Croy, Jr. – (770) 971-5407
- **Cobb County Stormwater Unit Price Contract** – BTE has performed work under this contract for many years, mainly replacing failed metal pipelines all over Cobb County. Contact: Bill Higgins – (770) 423-1000
- **Cobb County Water System Unit Price Contract** – BTE performed a substantial amount of projects over many years under this contract until the Company focus shifted to primarily roadway contracts.



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City of Alpharetta On-Call Storm Structure Maintenance

Project Administration Narrative

A typical stormwater repair project would involve an initial site visit with BTE supervisory personnel and a City representative to determine the scope of work, discuss access requirements, equipment needs, and scheduling.

After the initial site visit BTE would schedule the work with the crew/crews that were needed to perform the work. Since we have crews available to self perform all the work that would be involved in the majority of the storm water repair projects we have the flexibility required to start and complete a project without the lag time associated with having to wait on separate subcontractors to fit the project into their schedules. We are able to make our own schedule based on our workload and active projects and we have the ability to prioritize our crew availability. Most of the time we can schedule a project so when one facet of work is complete we are able to move the next crew in without delays.

A typical BTE crew is comprised of an experienced foreman, 2 equipment operators, and at least one general laborer. The Project Superintendent will typically visit the project during the day to make sure the work is being completed in a proper manner and to provide oversight and direction for the crew as needed. On critical or detailed projects the Superintendent can be on site at all times as needed to provide additional supervision. If the specific project requires additional equipment, operators, or laborers we are able to provide these from our other crews within the Company. We do not use temporary labor or contracted employees.

We are experienced in working around the public and working within easements on private property so we are very familiar with the coordination required with homeowners and/or adjacent property owners. Our Superintendents and Foremen make it a priority to notify property owners of our proposed schedule, any utility outages they might expect, and if the work is occurring on private property we discuss the final dressing of the disturbed area and reestablishment of grass so the area can be maintained in the current or better condition after the work is completed.

It is our experience that a typical stormwater repair location can be completed between 1 day and 1 week depending on the scope of work.

Brandon Bennett
910 Industrial Blvd. N, Dallas, GA 30132
(770) 427-8251

NOTABLE PROJECTS

Stilesboro Road Safety & Operational Improvements

- Total Contract Amount \$11,194,597.00
- Project consisted of 2.55 miles of widening existing 2 lane roadway to a 4 lane with a divided median.
- Largest project ever completed by BTE.
- Administered project schedule, coordinated with subcontractors, negotiated change orders, and submitted monthly pay applications.
- Project Length 2.55Miles
- Performed quantity take offs, prepared and submitted bid. Involved in the project from bid to project closeout.

CCMWA Southwest Connector 54" Water Main

- Total Contract Amount \$3,851,456.65
- Asphalt patching, curb removal & replacement, and sidewalk removal & replacement after installation of water main in a highly traveled section of East Cobb County.
- Project Length +/- 6 Miles
- Coordinated with General Contractor, Administered change orders, completed monthly invoices.

Cobb EMC Stormwater Improvements

- Total Contract Amount \$1,050,823.18
- Reconstruction of failed stormwater system across the EMC main facility.
- Coordinated with Owner and Engineer during the project to address unsuitable soils, constructability issues, and access around the disturbed area.
- Coordinated with subcontractors to ensure compliance with project schedule and specifications.
- Administered project schedules to meet deadlines.
- Completed monthly pay requests, managed RFIs and responses, and ensured information was distributed to crews in relation to project changes and schedule impacts.

WORK HISTORY

Vice President

Butch Thompson Enterprises, Inc., Kennesaw, GA

February 2010 – Present

Estimator/Project Manager

Butch Thompson Enterprises, Inc., Kennesaw GA

June 2002 – February 2010

TRAINING/CERTIFICATONS

Utility Foreman

License Number: UF205085

Expiration: 4/30/2017

Competent Person Trench Excavation

Andy Jenkins
910 Industrial Blvd. N, Dallas, GA 30132
(770) 427-8251

NOTABLE PROJECTS

Stilesboro Road Safety & Operational Improvements

- Total Contract Amount \$11,194,597.00
- Project consisted of 2.55 miles of widening existing 2 lane roadway to a 4 lane with a divided median.
- Largest project ever completed by BTE.
- Supervised multiple crews consisting of grading, storm drain, GAB, curb & gutter, sidewalk, traffic signals, milling, paving, and striping.
- Project Length 2.55Miles
- Supervised and coordinated with monitoring subcontractor to ensure compliance with DOT and EPD erosion requirements.

SR 176 Intersections

- Total Contract Amount \$2,788,383.00
- Intersection Improvements at 3 separate intersections on SR 176
- Supervised multiple crews consisting of grading, storm drain, GAB, curb & gutter, sidewalk, traffic signals, milling, paving, and striping.
- Project Length 1.27 Miles
- Supervised and coordinated with monitoring subcontractor to ensure compliance with DOT and EPD erosion requirements.

Cedarcrest Road from Oak Glen to Harmony Grove Church

- Total Contract Amount \$2,914,765.47
- Project Length 1.01 Miles
- Supervised multiple crews consisting of clearing, grading, storm drain, curb & gutter, sidewalk, GAB, paving, and traffic signal installation.
- Coordinated Daily with Business Owners due to the project location in a Commercial area.
- Supervised the installation and maintenance of all erosion control measures on site.
- Supervised and coordinated with monitoring subcontractor to ensure compliance with DOT and EPD erosion requirements

WORK HISTORY

Chief Operating Officer

Butch Thompson Enterprises, Inc., Kennesaw, GA

January 2008 - present

Superintendent

Butch Thompson Enterprises, Inc., Kennesaw GA

September 2003 – January 2008

Butch Thompson Enterprises, Inc.
Executive Management

Joseph (Butch) Thompson – Chairman of the Board/CEO

Butch is the Founder and Owner of Butch Thompson Enterprises, he has over 46 years experience in the construction industry. Prior to starting BTE in 1976, he worked for C.W. Matthews Contracting Company as a Superintendent. Butch has a tremendous amount of field experience with pipeline installation as well as with stone base and asphalt paving. He is responsible for the multi-disciplined nature of BTE, consistently trying to improve in the quality of work as well as control of the project schedule through the addition of "in-house" capabilities.

Andy Jenkins – Vice President/Chief Operating Officer

Andy has 28 years of experience in the construction industry. Prior to coming to BTE he worked 19 years with Carter & Son Grading, performing commercial and residential clearing, grading, and pipeline installations. He manages the daily operations of BTE and insures that all projects are completed according to specifications. Andy's responsibilities include scheduling BTE's crews, equipment, and materials; meeting with project staff and supervising the construction of the various projects.

Brandon Bennett – Vice President-Estimating/Project Management

Brandon has 14 years of experience with sitework, utility, and roadway projects at BTE. He previously worked with Beers/Skanska as an Office and Field Engineer on several large construction projects in the Atlanta Area. He graduated from Southern Polytechnic State University with a Bachelors Degree in Construction Management. During his tenure at BTE, Brandon has managed and bid many types of projects, from multi-million dollar commercial developments, schools, and roadway projects. He is responsible for all estimating activities and the administration of all active projects.

Rate Sheet

On-Call Storm Structure Maintenance and Drainage Repair

RFP 16-109

ITEM #	Description	Unit	Unit Price
	Traffic Control		
1	Traffic Control Major (Warning signs, lane closures, Flaggers, etc.)	DA	\$ 1,000.00
2	Traffic Control Minor (Warning signs, Work Zone Safety, etc..)	DA	\$ 500.00
	Existing/Precast Headwalls (per Alpharetta STD. 232)		
3	Precast Headwall for 18" Pipe	EA	\$ 2,025.00
4	Precast Headwall for 24" Pipe	EA	\$ 2,350.00
5	Precast Headwall for 30" Pipe	EA	\$ 2,900.00
6	Precast Headwall for 36" Pipe	EA	\$ 3,250.00
7	Precast Headwall for 42" Pipe	EA	\$ 3,600.00
8	Precast Headwall for 48" Pipe	EA	\$ 3,600.00
9	Reset Existing Headwall 18"	EA	\$ 1,500.00
10	Reset Existing Headwall 24"	EA	\$ 1,650.00
11	Reset Existing Headwall 30"	EA	\$ 1,800.00
12	Reset Existing Headwall 36"	EA	\$ 2,000.00
13	Reset Existing Headwall 42"	EA	\$ 2,250.00
14	Reset Existing Headwall 48"	EA	\$ 2,500.00
	Cast-In Place Concrete Headwall		
15	Cast-n-Place Conc HW-Dekalb Std	CY	\$ 2,000.00
16	Cast-n-Place Conc HW-GDOT Det 1125	CY	\$ 2,000.00
	Storm Drain Catch Basins Tops and Throats (per Alpharetta STD. 200, 201, 205)		
17	Demo and replace single wing catch basin top	EA	\$ 850.00
18	Demo and replace double wing catch basin top	EA	\$ 850.00
19	Demo and replace single wing throat inlet	EA	\$ 1,900.00
20	Demo and replace double wing throat inlet	EA	\$ 1,900.00
21	Demo and replace single wing catch basin top with 5000 PSI concrete Mix	EA	\$ 950.00
22	Demo and replace double wing catch basin top with 5000 PSI concrete Mix	EA	\$ 950.00

ITEM #	Description	Unit	Unit Price
	Demo and Replace Square Brick Inlets (per Alpharetta STD. 210)		
23	4' Sq Brck Inlets w/Flush Grte	VF	\$ 680.00
24	5' Sq Brck Inlets w/Flush Grte	VF	\$ 830.00
25	6' Sq Brck Inlets w/Flush Grte	VF	\$ 950.00
26	4' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 700.00
27	5' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 850.00
28	6' Sq Brck Inlet w/Curb Hd & Grte	VF	\$ 970.00
29	4' Sq Brck Inlet w/Ped Top Gate	VF	\$ 800.00
30	5' Sq Brck Inlet w/Ped Top Gate	VF	\$ 950.00
31	6' Sq Brck Inlet w/Ped Top Gate	VF	\$ 1,070.00
	Demo and Replace Brick Round Inlets (per Alpharetta STD 210)		
32	4' Round Brick Inlets w/Flush Gate	VF	\$ 680.00
33	5' Round Brick Inlet w/Flush Gate	VF	\$ 830.00
34	6' Round Brick Inlet w/Flush Gate	VF	\$ 950.00
35	4' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 700.00
36	5' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 850.00
37	6' Rnd Brick Inlet w/Curb Hd & Grte	VF	\$ 970.00
38	4' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 800.00
39	5' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 950.00
40	6' Rnd Brick w/Ped T&Gr or MH R/C	VF	\$ 1,070.00
	Demo and Replace Precast Square Inlets		
41	4' Sq Precast Inlets w/Flh Gate	VF	\$ 680.00
42	5' Sq Precast Inlets w/Flh Gate	VF	\$ 830.00
43	6' Sq Precast Inlets w/Flh Gate	VF	\$ 950.00
44	4' Sq Precast Inlet w/Crb H & Grte	VF	\$ 700.00
45	5' Sq Precast Inlet w/Crb H & Grte	VF	\$ 850.00
46	6' Sq Precast Inlet w/Crb H & Grte	VF	\$ 970.00
47	4' Sq Precast Inlet w/Ped Top Gate	VF	\$ 800.00
48	5' Sq Precast Inlet w/Ped Top Gate	VF	\$ 950.00
49	6' Sq Precast Inlet w/Ped Top Gate	VF	\$ 1,070.00

ITEM #	Description	Unit	Unit Price
	Demo and Replace Precast Round Inlets (per Alpharetta STD. 204)		
50	4' Rnd Precast Inlets w/Fish Grte	VF	\$ 680.00
51	5' Rnd Precast Inlets w/Fish Grte	VF	\$ 830.00
52	6' Rnd Precast Inlets w/Fish Grte	VF	\$ 950.00
53	4' Rnd Precast Inlet w/Crb Hd & Grte	VF	\$ 700.00
54	5' Rnd Precast Inlet w/Crb Hd & Grte	VF	\$ 850.00
55	6' Rnd Precast Inlet w/Crb Hd & Grte	VF	\$ 970.00
56	4' Rnd Precast Inlet w/Ped Top Grate	VF	\$ 800.00
57	5' Rnd Precast Inlet w/Ped Top Grate	VF	\$ 950.00
58	6' Rnd Precast Inlet w/Ped Top Grate	VF	\$ 1,070.00
	Demo and Replace Square Brick Manholes (per Alpharetta STD. 220)		
59	4' Sq Brick MH w/ Ring & Cover	VF	\$ 680.00
60	5' Sq Brick MH w/ Ring & Cover	VF	\$ 830.00
61	6' Sq Brick MH w/ Ring & Cover	VF	\$ 950.00
	Demo and Replace Round Brick Manholes (per Alpharetta STD. 220)		
64	4' Rnd Brick MH w/ Ring & Cover	VF	\$ 680.00
65	5' Rnd Brick MH w/ Ring & Cover	VF	\$ 830.00
66	6' Rnd Brick MH w/ Ring & Cover	VF	\$ 950.00
	Demo and Replace Square Precast Manholes	VF	
67	4' Sq Brick MH w/ Ring & Cover	VF	\$ 680.00
68	5' Sq Brick MH w/ Ring & Cover	VF	\$ 830.00
69	6' Sqr Brick MH w/ Ring & Cover	VF	\$ 950.00
	Demo and Replace Round Precast Manholes (per Alpharetta STD. 204)		
70	4' Rnd Brick MH w/ Ring & Cover	VF	\$ 680.00
71	5' Rnd Brick MH w/ Ring & Cover	VF	\$ 830.00
72	6' Rnd Brick MH w/ Ring & Cover	VF	\$ 950.00

ITEM #	Description	Unit	Unit Price
	Misc. & Special Structures/Components		
73	4' Dia Pedestal Top installed w Inlet F/G	EA	\$ 1,100.00
74	5' Dia Pedestal Top installed w Inlet F/G	EA	\$ 1,950.00
75	6' Dia Pedestal Top installed w Inlet F/G	EA	\$ 2,500.00
76	4' Dia Pedestal Top installed wMH R/C	EA	\$ 950.00
77	5' Dia Pedestal Top installed w MH R/C	EA	\$ 1,750.00
78	6' Dia Pedestal Top installed w MH R/C	EA	\$ 2,200.00
79	4' Dia Round to square installed	EA	\$ 500.00
80	5' Dia Round to square installed	EA	\$ 750.00
81	6' Dia Round to square installed	EA	\$ 1,000.00
82	Uncover Buried JB (4')	EA	\$ 1,750.00
83	Uncover Buried JB (4'-7.9)	EA	\$ 2,500.00
84	Uncover Buried JB (7.9'-11.9')	EA	\$ 2,850.00
85	Uncover Buried JB (>12')	EA	\$ 3,500.00
86	4' Riser installed	VF	\$ 200.00
87	5' Riser installed	VF	\$ 350.00
88	6' Riser installed	VF	\$ 500.00
89	4' Cone Riser installed wMH R/C	EA	\$ 700.00
90	5' Cone Riser installed wMH R/C	EA	\$ 850.00
91	6' Cone Riser installed wMH R/C	EA	\$ 1,050.00
	Grout / sealing of Structure < 10' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc....)		
92	4' diameter structure	EA	\$ 500.00
93	5' diameter structure	EA	\$ 750.00
94	6' diameter structure	EA	\$ 950.00
	Structure invert installation		
95	Invert Installation, 4' Dia	EA	\$ 300.00
96	Invert Installation, 5' Dia	EA	\$ 400.00
97	Invert Installation, 6' Dia	EA	\$ 600.00

ITEM #	Description	Unit	Unit Price
	Demo and replace existing paved invert		
98	Demo existing and Invert Installation, 4' Dia	EA	\$ 500.00
99	Demo existing and Invert Installation, 5' Dia	EA	\$ 750.00
100	Demo existing and Invert Installation, 6' Dia	EA	\$ 850.00
	Grout / sealing of Structure 10 - 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)		
101	4' diameter structure	EA	\$ 750.00
102	5' diameter structure	EA	\$ 1,000.00
103	6' diameter structure	EA	\$ 1,200.00
	Grout / sealing of Structure > 20' in depth (Grouting to include but not limited to all joints, lift holes, pipe penetrations, round to square connections etc...)		
104	4' diameter structure	EA	\$ 1,250.00
105	5' diameter structure	EA	\$ 1,500.00
106	6' diameter structure	EA	\$ 2,000.00
	Demo and Replace Sidewalk (Per Alpharetta STD. 902)		
107	Demo and replace 4' sidewalk	LF	\$ 20.90
108	Demo and replace 5' sidewalk	LF	\$ 26.15
109	Demo and replace 6' sidewalk	LF	\$ 31.35
110	Demo and replace 7' sidewalk	LF	\$ 36.55
111	Demo and replace 8' sidewalk	LF	\$ 41.80
	Demo and Replace Curb and gutter (per Alpharetta STD. 901)		
112	Curb & Gutter 6"x24"x12" High Back	LF	\$ 35.00
113	Curb & Gutter 6"x30"x12" High Back	LF	\$ 37.50
114	Curb & Gutter 6"x30"x14" High Back	LF	\$ 38.50
115	Curb & Gutter 6"x24"x14" High Back	LF	\$ 37.50
116	Straight Header Curb	LF	\$ 35.00
	Earthwork & Grading		
117	Clear and grubbing	SY	\$ 4.00
118	Channel / Ditch Excavation	LF	\$ 20.00
119	Haul-Off Soil Material	SY	\$ 35.00
120	Finish Grading	SY	\$ 7.50
121	Debris Removal	SY	\$ 5.50
ITEM #	Description	Unit	Unit Price
	Erosion Control/Landscaping		

122	Stone Rip Rap Type III in Place	Ton	\$	65.00
123	Seed & Straw (Permanent Grassing)	SF	\$	0.06
124	Seed & Straw (Temp Grassing)	SF	\$	0.04
125	Sodding Complete - Fescue	SF	\$	0.75
126	Sodding Complete - Bermuda	SF	\$	0.75
127	Sodding Complete - Zoysia	SF	\$	1.00
128	Sodding Complete - Centipede	SF	\$	1.25
129	Pine Straw	SF	\$	0.04
130	Straw Mulch	SF	\$	0.02
131	Type "C" silt fence or equivalent reinforcement per 2016 version of the Georgia Erosion and Sediment Control Manual	LF	\$	5.00
132	Straw bale check dams (CD-Hb) Per 2016 GESCM	EA	\$	250.00
133	Geotextile Fabric (installed)	LF	\$	2.50
134	GA.DOT approved Erosion Control Ditch Matting (installed)	LF	\$	10.55
135	Hardwood Mulch (Non Dyed)	SF	\$	0.85
136	Hardwood Mulch (Dyed)	SF	\$	0.85
	Miscellaneous Items			
137	Debris Removal, Tandem Dump Truck	CY	\$	85.00
138	Removal of Existing Drainage Structure	CY	\$	65.00
139	Stone #57 in place	Ton	\$	45.00
140	Surge Stone in place	Ton	\$	45.00
141	No.3's and 4' Stone in place	Ton	\$	45.00
142	Class "A" Poured in Place 3000 PSI Concrete	CY	\$	650.00
143	Excavatable Flowable Fill	CY	\$	350.00
144	3500 PSI Mix	CY	\$	200.00
145	4000 PSI Mix	CY	\$	215.00
146	5000 PSI Mix	CY	\$	245.00
147	Grout inside of brick structure	VF		85

On-Call Storm Structure Maintenance and Drainage Repair

RFP 16-109

Proposal Price Certification

Award will consider price, but price will not be the sole, determining factor.

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Butch Thompson Enterprises, Inc.

Company Name

P.O. Box 4655, Marietta, GA 30061

Company Address



Authorized Signature(s)

Brandon Bennett, Vice President

Print/Type Name(s) and
Title(s)

(770) 427-8251

Contact Info - Phone
Number

bbennett@btenterprises.com

Contact Info - E-mail
Address

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By: Lisa Cherry
Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE:

WILLS PARK POOL RENOVATION PROJECT – PHASE 2 (MASTER PLANNING)

II. RECOMMENDATION:

Please award Phase 2 (Master Planning: Design; Construction Documents/Bidding; and Construction Administration) of the Wills Park Pool Renovation Project to Stevens & Wilkinson in the amount of \$345,231.00 (including base fee of \$313,788.00 plus reimbursables not to exceed \$31,443.00) 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: \$345,231.00 (INCLUDING BASE FEE OF \$313,788.00 PLUS REIMBURSABLES NOT TO EXCEED \$31,443.00).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Wills Park Pool Renovation (3761150-541500-C1424)	\$345,231.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

The Wills Park Pool renovation project was approved as part of the fiscal year 2017 capital budget as well as the parks and transportation bond issue approved by voters earlier this year. Project components include new pool facilities (competition pool and a separate leisure pool), renovated pool building, and associated structures (e.g. shade canopies).

Background - Phase 1: Conceptual Design

RFQ 17-1001 was issued in June 2016 and received 7 responses. An Evaluation Committee made up of Recreation and Parks Department staff members reviewed and ranked the responses based on stated criteria (consultant team/project manager qualifications, comparable project experience, etc.). Three firms were shortlisted (Lyman Davidson Dooley, Stevens & Wilkinson, and Lose & Associates) and invited to participate in a subsequent RFP.

RFP 17-104 was issued in August 2016 to the shortlisted firms and requested preliminary conceptual designs subject to the city's budget allocation of \$4 million. Interviews were conducted with each firm. After review and discussion, the Evaluation Committee ranked (composite score of 1-5 with 5 being the highest) Stevens & Wilkinson (#1; score of 3.72), Lyman Davidson Dooley (#2, score of 3.49), and Lose & Associates (#3; score of 3.37). The Evaluation Committee was impressed with the experience and vision presented by Stevens & Wilkinson and recommended they be awarded the contract for Phase 1: Conceptual Design. Stevens & Wilkinson's final quoted price for Phase 1 totaled \$49,995.00 and was processed in accordance with the city's procurement policy.

In October 2016, the project team (City staff and Stevens & Wilkinson team members) presented design ideas to the citizens (public open house), Recreation Commission, and the City Council. The input received was positive/constructive and led to a tweak to the pool design to increase the depth of the diving well from 11.5' to 12.5' to accommodate a 3

meter diving board. No other material changes have been to the pool design.

Attached to this staff report are the current concept designs for the pools (site plans) and pool building as well as a preliminary project schedule.

Current – Phase 2: Master Planning

Phase 2 (Master Planning) of the Wills Park Pool renovation project includes: design; construction documents/bidding; and construction administration. Cost submissions for Phase 2 were provided by Stevens & Wilkinson during the RFP phase and were quoted at 8.75% of total construction costs (or \$313,788.00). Reimbursables are estimated at an additional \$31,443.00 (max) bringing the total estimated compensation for Phase 2 (Master Planning) to \$345,231.00.

Staff recommends approval of the concept designs for the pools and pool building and awarding the contract for Phase 2 (Master Planning) of the Wills Park Pool renovation project to Stevens & Wilkinson.

Staff's goal is for the Wills Park Pool renovation project to be complete and open to our customers on or before May 1st 2018. As such, staff will need to aggressively manage all phases of design and construction. Current estimates have the Wills Park Pool being closed on August 1st 2017 to begin construction.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Wills Park Pool Renovation (Site Plan - Pools), Wills Park Pool Renovation (Pool Building), Wills Park Pool Renovation (Schedule)



LEGEND:

- ① NEW BUILDING
- ② NEW COMPETITION POOL
- ③ NEW LEISURE POOL
- ④ LOCKER KIOSK
- ⑤ EXISTING SPRAY PAD
- ⑥ EXISTING POOL PUMP HOUSE
- ⑦ RETAINING WALL
- ⑧ EXISTING CONCESSION STAND
- ⑨ FABRIC SHADE STRUCTURES
- ⑩ EXPANDED POOL DECK
- ⑪ NEW POOL PUMP HOUSE
- ⑫ EVERGREEN BUFFER TREES
- ⑬ PLANTING BEDS WITH SHRUBS
- ⑭ SLIDE TOWER
- ⑮ NEW DECK BETWEEN POOLS
- ⑯ PRE-FABRICATED PAVILION
- ⑰ 1 METER DIVING BOARD
- ⑱ 3 METER DIVING BOARD
- ⑲ STARTING PLATFORM
- ⑳ DUMPSTER
- ㉑ STORMWATER DETENTION
- ㉒ EXISTING POOL DECK BOUNDARY

WILLS PARK POOL RENOVATIONS

ALPHARETTA, GA



CEDAR SHAKE
SIDING

NATURAL STONE

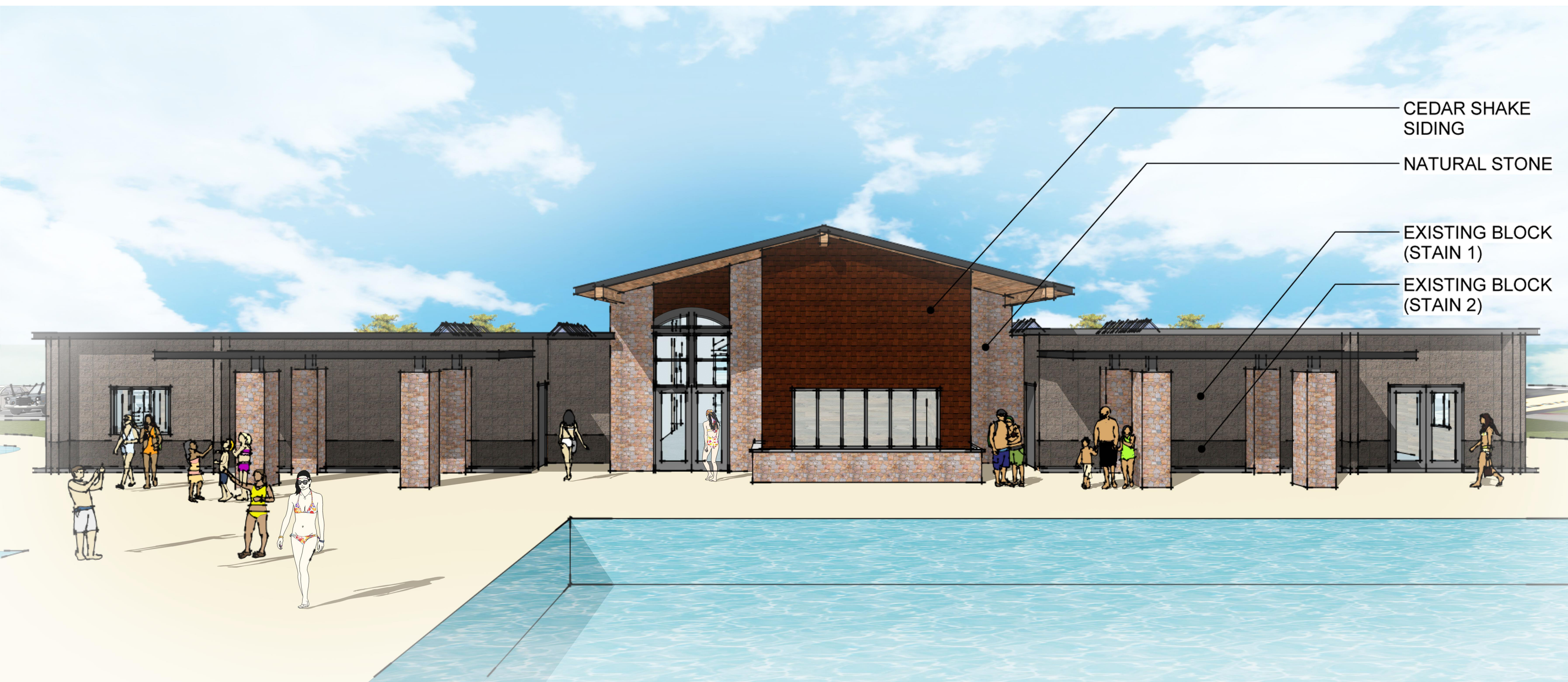
EXISTING BLOCK
(STAIN 1)

EXISTING BLOCK
(STAIN 2)

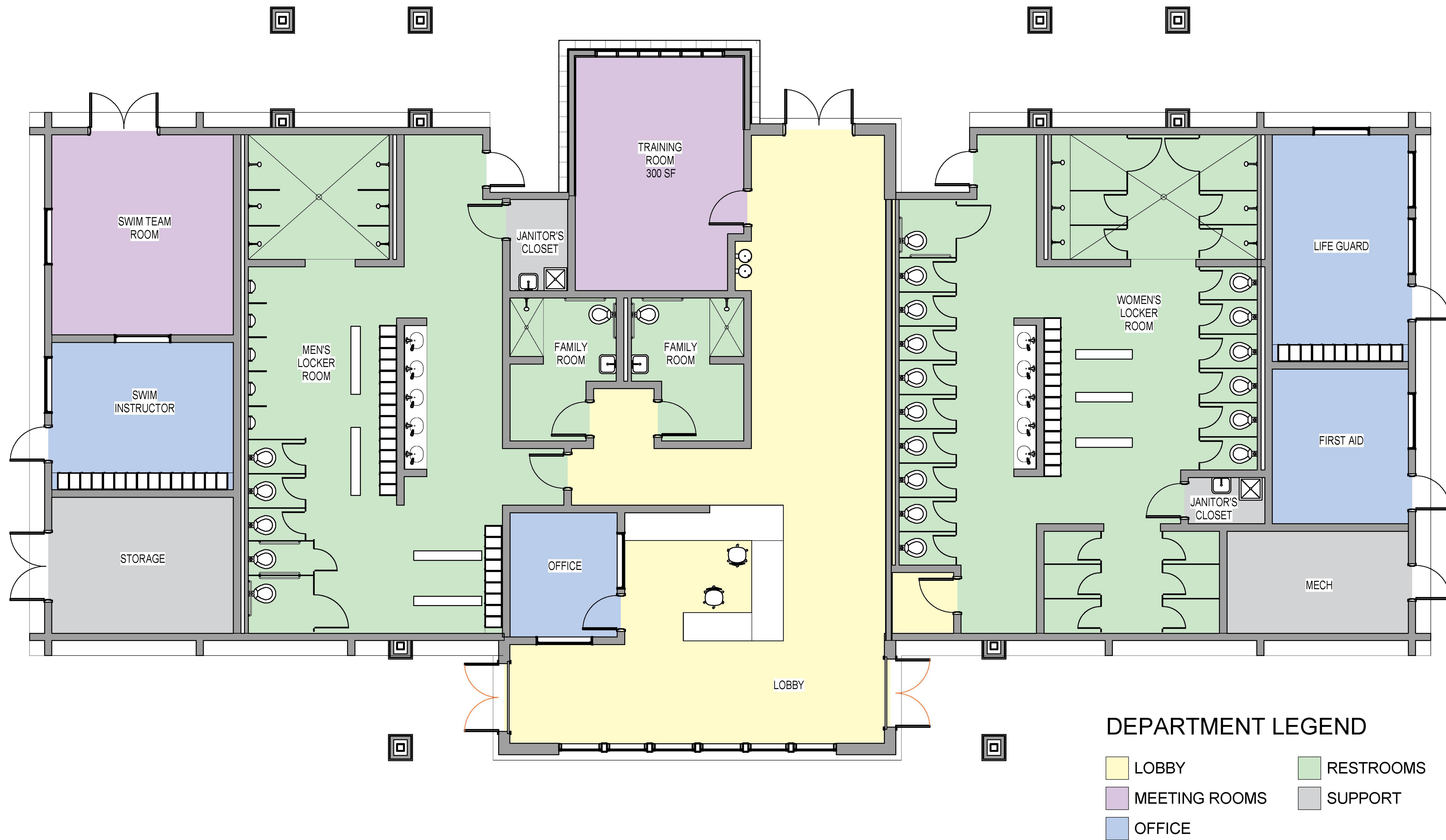
FRONT VIEW 1
WILLS PARK POOL RENOVATION
08 NOVEMBER 2016



FRONT VIEW 2
WILLS PARK POOL RENOVATION
 08 NOVEMBER 2016



BACK VIEW 1
WILLS PARK POOL RENOVATION
 08 NOVEMBER 2016



FLOOR PLAN
WILLS PARK POOL RENOVATION
 08 NOVEMBER 2016

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	16	T	Nov 20, '16	S	F	W	May 7, '17	S	T	Jul 30, '17	T	S	Oct 22, '17	F	W	Jan 14, '18	M	S	Apr 8, '18	T	T
1			WILLS PARK SCHEDULE																									
2			DESIGN	114 days	Wed 11/9/16	Mon 4/17/17																						
3			Notice to proceed	0 days	Wed 11/9/16	Wed 11/9/16																						
4			Schematic Design	15 days	Wed 11/9/16	Tue 11/29/16	3																					
5			Owner Review SD	4 days	Wed 11/30/16	Mon 12/5/16	4																					
6			Design Development	23 days	Wed 11/30/16	Fri 12/30/16	5FS-4 days																					
7			Owner Review DD	5 days	Mon 1/2/17	Fri 1/6/17	6																					
8			Construction Documents	37 days	Fri 12/30/16	Mon 2/20/17	7FS-6 days																					
9			Owner Review meeting	0 days	Tue 2/7/17	Tue 2/7/17	8SF+28 days																					
10			Submit for permit	40 days	Tue 2/21/17	Mon 4/17/17	8																					
11																												
12																												
13			CONTRACTOR SELECTION	44 days	Mon 5/1/17	Thu 6/29/17																						
14			Bidding	32 days	Mon 5/1/17	Tue 6/13/17																						
15			Pre-Proposal meeting	1 day	Mon 5/15/17	Mon 5/15/17	14SS+10 days																					
16			Contract Preparation/Procuremer	12 days	Wed 6/14/17	Thu 6/29/17	14																					
17																												
18			CONSTRUCTION	184 days	Tue 8/1/17	Fri 4/13/18																						
19			Construction Administration	184 days	Tue 8/1/17	Fri 4/13/18																						
20			Substantial Completion	0 days	Fri 4/13/18	Fri 4/13/18	19																					
21																												
22			Opening Day	0 days	Tue 5/1/18	Tue 5/1/18																						
			Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline																	
Project: Wills Park Schedule 1109 Date: Wed 11/9/16			Split		External Tasks		Inactive Summary		Manual Summary		Progress																	
			Milestone		External Milestone		Manual Task		Start-only																			
			Summary		Inactive Task		Duration-only		Finish-only																			
													Page 1															



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Will Eberly

Meeting Date: November 14, 2016

I. AGENDA ITEM TITLE:

FACILITIES/ROW LANDSCAPE MAINTENANCE AND ON-CALL LANDSCAPE INSTALLATION SERVICES

II. RECOMMENDATION:

Please award RFP 17-103 to Ruppert Landscaping for the Facilities/ROW Contract and the On-Call Landscaping Installation Contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN
CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: FACILITIES/ROW CONTRACT: \$329,963.00
(ANNUALIZED); ESTIMATED FISCAL IMPACT DURING FY 2017 = \$306,283.

ON-CALL LANDSCAPING INSTALLATION CONTRACT: TO BE APPROVED ON A
TASK-ORDER BASIS PURSUANT TO ESTABLISHED PROCUREMENT POLICIES
AND SUBJECT TO BUDGET APPROPRIATIONS.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Facilities/ROW Contract (10041050-523860-EPW00)	\$329,963.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

The award of RFP No. 17-103 is for the following scopes of work: (1) City-Wide Landscape Maintenance of Right-of-Ways and City Facilities contract (the "Facilities/ROW Contract"); and (2) On-Call Landscaping Installation and Construction Services contract (the "On-Call Landscaping Installation Contract").

The scope of the Facilities/ROW Contract includes, but is not limited to, the following: turf mowing/care, tree and shrub pruning, pine straw/hardwood mulch installation, litter pickup, leaf removal, weed and pest control, roadside brush mowing, stormwater pond maintenance, bi-annual seasonal color installation, and other landscape maintenance activities within specified right-of-way locations and City facilities. It is a large contract that requires multiple crews performing full-time throughout the year. This contract does not include Park land, Park facilities, City Center, or Downtown Container Gardens (these scopes are managed through a separate contract).

The On-Call Landscaping Installation Contract scope provides for the installation of trees and other landscape items by the same contractor that shall be responsible for maintaining them per the Facilities/ROW Contract. Having one contractor install and then maintain landscape provides several benefits, including a better overall product by ensuring a greater sense of responsibility by the contractor after installation, eliminating debate about which party is responsible for plant mortality after installation, and simplifying management for the City before, during, and after installation. The On-Call contract will be used for capital tree planting/landscape improvements, non-warranty landscape replacements, and general landscape enhancements as needed. All pricing will be subject to review and approval by City staff prior to moving forward with the procurement process or any required Council Approval.

The procurement was administered as a two-part process. First, a Request for Qualifications was advertised by the City

on August 4, 2016, which resulted in shortlisting two qualified contractors - Ruppert Landscape and Russell Landscape. The City then issued a Request for Proposal to the shortlisted contractors on September 30, 2016. The selected contractors submitted their proposals to the City on October 21, 2016.

The proposal from Russell Landscape was found non-responsive due to the excessive cost submission, which is significantly higher than budget. As such, they were not ranked or considered further.

The remaining proposal is from Ruppert Landscape company, which is the current contractor for the Facilities/ROW Contract. The annual cost of Ruppert Landscape's proposal is \$329,963.00. The proposed annual cost represents a 16.8% increase to the existing annual contract price of \$282,603.00, which has been in effect since March of 2013. The new contract includes extensive revisions to the work area map and several additions to the scope of work, such as roadside brush mowing, City stormwater pond maintenance, and pine straw mulching under all guardrails. The new contract will start February 1, 2017. As such, FY 2017 will include 6-months at the revised contract rate which will result in additional costs of \$23,680 (to be funded through a mid-year budget request and/or existing budget reallocations). The budget to be programmed for FY 2018 will include the revised contract rate.

On-Call Landscaping Installation services are funded through separate capital accounts and will be approved by on a task-order basis pursuant to established procurement policies and subject to budget appropriations.

As the current vendor for the Facilities/ROW Contract, Ruppert Landscape has demonstrated that they are fully qualified to perform the work required within the new contract. Ruppert landscape has also demonstrated to the City their qualifications and ability to perform the On-Call Landscaping Installation Contract scope. Ruppert Landscape was awarded and completed the FY 2015 Tree Planting and Landscape Improvements contract. The contract was for a large landscape installation within the medians of Old Milton Parkway from Main Street to GA 400, which included trees, shrubs, groundcover, and root barrier installation. Additionally, Ruppert Landscape has performed a variety of other smaller installations for the City to the satisfaction of Staff.

Staff met with Ruppert Landscape on November 1, 2016 to review the scope of work and the City's expectations. Ruppert Landscape assured Staff that they can perform the work as specified within the City's Request For Proposal. Staff recommends award of RFP No. 17-103 to Ruppert Landscape. The duration of both contracts will be for five (5) years, beginning on February 1, 2017.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Ruppert Pricing Sheet for City-Wide Landscape Maintenance of Right-of-Ways and City Facilities, RFP Proposal (Ruppert), RFP Proposal Rate Sheet (Ruppert)

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE: CITY-WIDE LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND CITY FACILITIES; AND
ON-CALL LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES

RFP #: 17-103

RFP RESPONSE DUE DATE/TIME: OCTOBER 21, 2016 (FRIDAY); 2:00 PM

RFP ISSUE DATE: SEPTEMBER 30, 2016

NUMBER OF PAGES: 63

CONTACT INFORMATION

Procurement Agent and RFP Contact: Debora Westbrook
City of Alpharetta Phone: 678-297-6052 Finance Department FAX: 678-297-6093
Budget & Procurement Team Email: purchasing@alpharetta.ga.us
2 Park Plaza Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO OFFERORS: CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES: MON-THURS 8:30 AM – 5:00 PM; FRI 8:30 AM – 4:30 PM

RETURN SEALED PROPOSAL TO: CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
(or as may be changed by Official Written Addendum)

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:
Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page

ATTN: DEBORA WESTBROOK

SPECIAL INSTRUCTIONS:

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals: Firm/Offeror Name:

Ruppert Landscape

Firm/Offeror Mailing Address: 4425 Lilburn Industrial Way, Lilburn, GA 30047

Firm/Offeror Phone Number(s): (404) 569-4516

Firm/Offeror FAX Number(s): (770) 931-9006

Email Address for Offeror's Contact: sdeweese@ruppertcompanies.com

Authorized Offeror Signature:

Printed Name of Signer: Stephen DeWeese

Offeror Federal I.D. Number: ID-0200802650

Offeror DUNS Number: 830160433

Revised August 2016

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4.1.1 Cover Letter and Summary



RUPPERT
LANDSCAPE

LANDSCAPE MANAGEMENT PROPOSAL

Alpharetta
GEORGIA USA

Home Office Address Responsible for work of this project:

Ruppert Landscape

4425 Lilburn Industrial Way

Lilburn, GA 30047

Contact Person: Stephen DeWeese

Mailing Address:

4425 Lilburn Industrial Way

Lilburn, GA 30047

Telephone Number-404-569-4516

Email: sdeweese@ruppertcompanies.com



FRANEY MUHA COMMERCIAL GROUP

January 19, 2010

To Whom It May Concern:

Alliant Insurance Services, Inc. is the surety bond broker for Ruppert Landscape, Inc. Approximately five years ago we established a relationship for Ruppert with Berkley Insurance Company. Berkley has issued scores of performance and payment bonds for Ruppert without incident with the largest single bond being in the approximate amount of \$7 million. Berkley has supported an overall bond program in excess of \$30 million for Ruppert and looks forward to continuing to issue bonds for Ruppert.

Please be aware that issuance of any bond is based upon the normal underwriting of the surety at the time the request is made.

Sincerely,

A handwritten signature in black ink, appearing to read "Eamonn Long", is written over a horizontal line.

Eamonn Long



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Risk Solutions, LLC. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622		CONTACT NAME: Certificate Center PHONE (A/C, No, Ext): 443-798-7499 E-MAIL: certificates@thecrsteam.com FAX (A/C, No): 443-798-7290 ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co of A	
		INSURER B: Hartford Fire Insurance Co	
		INSURER C: Trumbull Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2061896575

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		30CS51801	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		30CSES51802	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0 ☒ OCCUR ☐ CLAIMS-MADE		ZUP-41M0159A-16-NF	4/1/2016	4/1/2017	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A	N / A	30VNS51800	4/1/2016	4/1/2017	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: City of Alpharetta Contract No. 15-1001, FY 2015 Tree Planting and Landscape Improvements

City of Alpharetta is included as an additional insured with respect to the General Liability Policy as required by written contract. A Waiver of Subrogation applies in regard to Workers' Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Alpharetta 2970 Webb Bridge Rd. Alpharetta GA 30009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO9242213	4/01/2013	4/01/2012	66054-000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Ruppert Landscape Company, Inc.

Address (including ZIP Code): 23601 Laytonsville Road, Laytonsville, MD 20882

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



3.3 Method of Providing Services

Lawn Maintenance

All of the mowing will be completed through the use of appropriate size mowers, with special attention being paid to terrain so to minimize scalping and to achieve the best quality turf possible. The turf program schedule will be provided prior to service and all applications will be monitored by the Area Manager who will also be responsible for ordering any service calls that may be required.

Bed Maintenance

Tree and shrub beds should be weed-free. Separation of varying plant material will be achieved through best management practices for pruning. Areas of turf that have been compromised due to shade from mature trees should be eradicated and new bed lines established. All bed lines will be well defined with annual trenching and application of mulch.

Seasonal Color

Ruppert Landscape will work with management at the City to design, install and maintain seasonal color beds in the identified areas and the container gardens. New and "eye-popping" seasonal color designs will be installed with management approval.

Enhancements

Ruppert Landscape will be proactive in proposing ideas that will enhance the property's landscape and we will also be available to consult on any ideas brought forward by the staff at The City of Alpharetta. Our enhancement Field Managers have extensive experience in all aspects of enhancements from hardscapes to plantings. Ruppert Landscape also has a Landscape installation division equipped to handle large install projects.

Mulching

We have specialty crews specifically for mulch and pine straw applications so as not to affect the regular maintenance schedule.

Installation of mulch/pine straw shall be performed on all bed areas agreed upon by the owner and Ruppert Landscape prior to installation, with the proposed type of product as in accordance with the specifications and includes the following:

1. All reasonable sticks and debris will be removed prior to mulch application.
2. All bed lines will be trenched annually at a depth of 2" – 3" (or as site conditions dictate).
3. Application of a pre-emergent weed control to all mulched areas and groundcover beds. Certain groundcover or perennial plantings may not receive pre-emergent in order not to damage the material.
4. All bed areas will be mulched to a depth of 2" – 3".
5. Mulch shall be kept away from the base of tree trunks and the crown of shrubs.
6. All bed edges shall be tucked and blown clean.

Fertilization of Trees and Shrubs

We believe that the best horticultural practice would be to fertilize all trees and shrubs twice per year with a slow release fertilizer.

Pruning of Trees and Shrubs

We recommend an initial meeting to walk the properties to review the preferences and expectations of management personnel for pruning. Deep pruning, growth regulators, ornamental grasses, perennial cutback and other specifications should be discussed at this time. Ruppert Landscape can also recommend preferred pruning practices for many of the shrubs. The use of hand pruning in place of mechanical shearing can help certain plants to thrive and maximize the plant life span.

Insect and Disease Control

We believe in the use of an Integrated Pest Management System. Our thoroughly trained personnel will constantly evaluate the plant material and will take immediate action upon the detection of any insect or disease problems. Our plan will be to use both granular and liquid treatments, depending on the situation.

Arbor Care and Tree Replacement Plan

Ruppert Landscape maintains a partnership with certified arborists and can provide quality arbor care as needed. We can also prepare a tree replacement plan for budgeting and planning purposes upon request.

2015 Ruppert Chemical Cut Sheet

ALWAYS READ THE ENTIRE PRODUCT LABEL. THE LABEL IS THE LAW.

Preemergence Herbicide Products

Common Name	Snapshot 	BroadStar 	SureGuard 	Freehand 
Active Ingredient(s)	Isoxaben & Trifluralin	Flumioxazin	Flumioxazin	Dimethenamid & Pendimethalin
Application Type & Warning	Granular - CAUTION	Granular - CAUTION	Liquid - CAUTION	Granular - CAUTION
When to Apply	Always Before Mulch	Before or After Mulch	After Mulch	Before or After Mulch
Weeds Controlled	Annual Grassy Weeds Annual Broadleaf Weeds	Yes Yes	Yes Yes	Yes Yes
Rate of Application per defined sf	4.6 lbs / gal / 1000 sf	3.44 lbs / gal / 1000 sf	*1.5 tsp / gal / 500 sf	4.6 lbs / gal / 1000 sf
Special Notes	Best around sensitive plants and perennials. Apply right before mulch and cover within hours because Trifluralin can photo-decompose. Make sure to use manufacturer specific trays to calibrate the consistent rate of application.	Used for missed beds or newly awarded jobs. Granular form of SureGuard. Do not use over top of newly emerged perennials. Do not apply to wet foliage. Make sure to use manufacturer specific trays to calibrate the consistent rate of application.	SureGuard alone will not kill existing weeds. Use in 1st quarter for curbs and cracks. Do not use around newly emerged perennials. Used in beds prone to weed infestation (southern facing beds). Do not apply to wet foliage. *Using a Tee Jet 8005 tip that delivers a higher rate of 1 gallon per 500 sf.	Used primarily to control Nutsedge. Apply on a limited basis only when this weed is present and problematic. Particular focus on Liriope beds. There is some postemergence control on nutsedge.

Over-The-Top Postemergence Herbicide Products

Common Name	Lontrel 	Envoy Plus 	Fusilade II 	Prosedge 
Active Ingredient(s)	Clopyralid	Clethodim	Fluazifop	75% Halosulfuron-methyl
Application Type & Warning	Liquid - CAUTION	Liquid - CAUTION	Liquid - CAUTION	Liquid - CAUTION
When to Apply	During Active Weed Growth	During Active Weed Growth	During Active Weed Growth	During Active Weed Growth
Weeds Controlled	Annual Grass Weeds Annual Broadleaf Weeds	Yes No	Yes No	Kyllingass, Nutsedges, and Horsetail
Rate of Application per defined sf	0.5 oz / gal / 1000 sf	0.8 oz / gal / 1000 sf	0.75 oz / gal / 1000 sf	0.9 grams / gal / 1000 sf
Special Notes	Use as an over-the-top spray to control broadleaf weeds that are found in groundcovers and ornamental shrubs. May be mixed with other products for additional weed control. Do not use on or near members of Legume family. For dandelion and Canada Thistle use 1 oz / 1000 sf with no sticker.	Use as an over-the-top spray to control grassy weeds that are found in groundcovers and ornamental shrubs. Apply as a broadcast or spot treatment spray. Also controls Poa Annua, is safer on top of Blue Rug Juniper and costs less than Fusilade II.	To selectively control perennial grassy weeds like tall fescue and Bermuda grass from groundcover beds. At this point, let's use what you have and save the container. Spray earlier in the morning with a sticker to help prevent plant injury.	Apply as a broadcast or spot treatment spray. Apply to active weed in landscape beds and groundcovers. Similar product to SedgeHammer. Safe to use over some types of cool or warm season grasses. Mix with 2 tsp of nonionic surfactant per gallon of water.

Nonselective Postemergence Hot Mix Combinations

Common Name	QuikPro and SureGuard  + 		Cornerstone Plus and SureGuard  + 	
Active Ingredient(s)	Glyphosate & Diquat		Glyphosate	Flumioxazin
Application Type & Warning	Liquid - CAUTION		Liquid - CAUTION	
When to Apply	Year Round (if soil not frozen)		Year Round (when temps over 40° and soil not frozen)	
Weeds Controlled	Annual Grass Weeds Annual Broadleaf Weeds		Yes Yes	
Rate of Application per 1,000 sf (* 1 gal/1,000 sf)	*0.75 oz / gal / 500 sf	*1.5 tsp / gal / 500 sf	*1.5 fl oz / gal / 500 sf	*1.5 tsp / gal / 500 sf
Special Notes	The QuikPro will kill the existing weed and the SureGuard will prevent weeds from returning later. This combination is good for curb & crack weed control, especially in colder weather. Use combination to spot treat areas where perennial weeds (or winter annual weeds) are present. Length of control can be between 4-10 months depending on environmental factors. *Using a Tee Jet 8005 tip that delivers a higher rate of 1 gallon per 500 sf.			

This is to attest that Stephen P. DeWeese
is certified as a Commercial Applicator
in the following categories.

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Certification Date: 1/16/2014
License Expiration Date: 1/16/2019
License Number: 03358.





City of Alpharetta Frequency Calendar

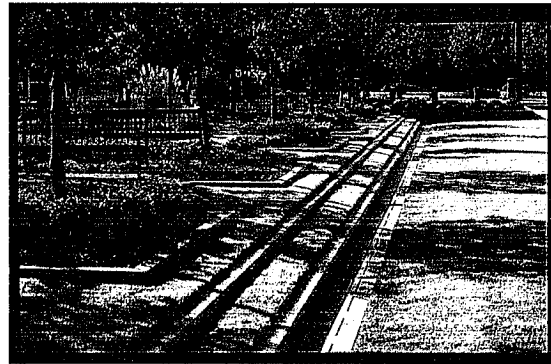
InContract Service	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total Occurrences
Mowing			2	3	4	5	4	5	4.5	2.5			30
Edging			1	2	2	2	2	3	2	1			15
Weeding	1	2	2	3	3	3	3	2	2	2	2	1	26
Hard Surface Weed Control	1	2	2	3	3	3	3	2	2	2	2	1	26
Pruning	1	1	1	1							1	1	6
Shearing	1	1	1	1									4
Groundcover Pruning	1												1
Perennial Cut-Back	0.8					0.3	0.3						1
Tree Pruning		0.8											1
Leaf Removal											3	4	7
Turf Program		2		1		2		1			1		7
Winter Visits	4	4	5								5	4	22
Spring Mulch	1												1
Fall Mulch									1				1
Fall Pansies										1			1
Summer Annuals				1									1
Aeration									1				1
Seeding									1				1

Alpharetta ROW

	Monday	Tuesday	Wed	Thursday	Friday		
Daniel's Crew	Old Milton (400 to Willis) Willis (Hwy 9-Milton Ave) Devore Haynes Bridge (OMP to Westside) Hwy 9 south (Devore to Willis) State Bridge islands	Windward (400 to Cogburn) Hwy 9 North (Vaughn to Milton Ave) Academy Webb Bridge (Westside to Kimball)	Haynes Bridge (400 to Mansell) Rock Mill Beaver Creek Westside (Mansell to Encore) Old Alabama Connector Mansell Rd.	Encore Westside (Encore to Windward)	Kimball Bridge Westside(Haynes to Old Milton)		
William's crew	Cotton Creek Fire Station #4 Burnett Way Marietta Rucker Houze Crabapple Harris Upper Hembree Charlotte Mayfield (white picket fence) Broadwell Roswell (Hwy 9 to OMP)	McGinnis Ferry/Douglas Jayne Ellen Way Henderson Cumming DPS Firestation #1/Finance Engineering K-9	North Point Morris Dryden Maxwell Hembree Fire Station #3 Fanfare	Downtown Rays lot Milton Ave Mid Broadwell Fire Station #5 Bethany Tracy Court Bates Providence Mayfield/Providence Mayfield Ext Canton (Vaughn to Milton Ave) Roswell St (Old Milton to Milton Ave)	Fire Station #6 Spruell Circle Waters Thompson Street		
Ricardo's Crew	Monday	Tuesday	Wed	Thursday	Friday		
		Fire Station #2 Clubhouse Drive Cem					

Project Understanding and Approach

Ensuring that we exceed the expectations of our customers with the materials we select, the workmanship we deliver, the timeliness of our performance and the effectiveness of our communication, continues to be critical to our success. Because expectations vary, our goal must be to provide the best possible value to meet each customer's specific needs. Sometimes determining this match can be challenging. Fortunately, in the case of the City of Alpharetta FY 2014 Annual Tree Planting and Landscape Improvements Design / Build project, making the correct match is simple—only the absolute highest-quality materials and craftsmanship will be acceptable. We believe that our company philosophies and management systems will ensure that this high level of quality is achieved.



Act	Description	Qty	Unit	Early Start	Early Finish	Notes
900	Contract Award	1	CONTRACT	1/1/2014	1/1/2014	
1000	Design	10	DESIGN	1/1/2014	1/1/2014	
1100	Design	10	DESIGN	1/1/2014	1/1/2014	
1200	Design	10	DESIGN	1/1/2014	1/1/2014	
1300	Design	10	DESIGN	1/1/2014	1/1/2014	
1400	Design	10	DESIGN	1/1/2014	1/1/2014	
1500	Design	10	DESIGN	1/1/2014	1/1/2014	
1600	Design	10	DESIGN	1/1/2014	1/1/2014	
1700	Design	10	DESIGN	1/1/2014	1/1/2014	
1800	Design	10	DESIGN	1/1/2014	1/1/2014	
1900	Design	10	DESIGN	1/1/2014	1/1/2014	
2000	Design	10	DESIGN	1/1/2014	1/1/2014	
2100	Design	10	DESIGN	1/1/2014	1/1/2014	
2200	Design	10	DESIGN	1/1/2014	1/1/2014	
2300	Design	10	DESIGN	1/1/2014	1/1/2014	
2400	Design	10	DESIGN	1/1/2014	1/1/2014	
2500	Design	10	DESIGN	1/1/2014	1/1/2014	
2600	Design	10	DESIGN	1/1/2014	1/1/2014	
2700	Design	10	DESIGN	1/1/2014	1/1/2014	
2800	Design	10	DESIGN	1/1/2014	1/1/2014	
2900	Design	10	DESIGN	1/1/2014	1/1/2014	
3000	Design	10	DESIGN	1/1/2014	1/1/2014	
3100	Design	10	DESIGN	1/1/2014	1/1/2014	
3200	Design	10	DESIGN	1/1/2014	1/1/2014	
3300	Design	10	DESIGN	1/1/2014	1/1/2014	
3400	Design	10	DESIGN	1/1/2014	1/1/2014	
3500	Design	10	DESIGN	1/1/2014	1/1/2014	
3600	Design	10	DESIGN	1/1/2014	1/1/2014	
3700	Design	10	DESIGN	1/1/2014	1/1/2014	
3800	Design	10	DESIGN	1/1/2014	1/1/2014	
3900	Design	10	DESIGN	1/1/2014	1/1/2014	
4000	Design	10	DESIGN	1/1/2014	1/1/2014	
4100	Design	10	DESIGN	1/1/2014	1/1/2014	
4200	Design	10	DESIGN	1/1/2014	1/1/2014	
4300	Design	10	DESIGN	1/1/2014	1/1/2014	
4400	Design	10	DESIGN	1/1/2014	1/1/2014	
4500	Design	10	DESIGN	1/1/2014	1/1/2014	
4600	Design	10	DESIGN	1/1/2014	1/1/2014	
4700	Design	10	DESIGN	1/1/2014	1/1/2014	
4800	Design	10	DESIGN	1/1/2014	1/1/2014	
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5000	Design	10	DESIGN	1/1/2014	1/1/2014	
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5700	Design	10	DESIGN	1/1/2014	1/1/2014	
5800	Design	10	DESIGN	1/1/2014	1/1/2014	
5900	Design	10	DESIGN	1/1/2014	1/1/2014	
6000	Design	10	DESIGN	1/1/2014	1/1/2014	
6100	Design	10	DESIGN	1/1/2014	1/1/2014	
6200	Design	10	DESIGN	1/1/2014	1/1/2014	
6300	Design	10	DESIGN	1/1/2014	1/1/2014	
6400	Design	10	DESIGN	1/1/2014	1/1/2014	
6500	Design	10	DESIGN	1/1/2014	1/1/2014	
6600	Design	10	DESIGN	1/1/2014	1/1/2014	
6700	Design	10	DESIGN	1/1/2014	1/1/2014	
6800	Design	10	DESIGN	1/1/2014	1/1/2014	
6900	Design	10	DESIGN	1/1/2014	1/1/2014	
7000	Design	10	DESIGN	1/1/2014	1/1/2014	
7100	Design	10	DESIGN	1/1/2014	1/1/2014	
7200	Design	10	DESIGN	1/1/2014	1/1/2014	
7300	Design	10	DESIGN	1/1/2014	1/1/2014	
7400	Design	10	DESIGN	1/1/2014	1/1/2014	
7500	Design	10	DESIGN	1/1/2014	1/1/2014	
7600	Design	10	DESIGN	1/1/2014	1/1/2014	
7700	Design	10	DESIGN	1/1/2014	1/1/2014	
7800	Design	10	DESIGN	1/1/2014	1/1/2014	
7900	Design	10	DESIGN	1/1/2014	1/1/2014	
8000	Design	10	DESIGN	1/1/2014	1/1/2014	
8100	Design	10	DESIGN	1/1/2014	1/1/2014	
8200	Design	10	DESIGN	1/1/2014	1/1/2014	
8300	Design	10	DESIGN	1/1/2014	1/1/2014	
8400	Design	10	DESIGN	1/1/2014	1/1/2014	
8500	Design	10	DESIGN	1/1/2014	1/1/2014	
8600	Design	10	DESIGN	1/1/2014	1/1/2014	
8700	Design	10	DESIGN	1/1/2014	1/1/2014	
8800	Design	10	DESIGN	1/1/2014	1/1/2014	
8900	Design	10	DESIGN	1/1/2014	1/1/2014	
9000	Design	10	DESIGN	1/1/2014	1/1/2014	
9100	Design	10	DESIGN	1/1/2014	1/1/2014	
9200	Design	10	DESIGN	1/1/2014	1/1/2014	
9300	Design	10	DESIGN	1/1/2014	1/1/2014	
9400	Design	10	DESIGN	1/1/2014	1/1/2014	
9500	Design	10	DESIGN	1/1/2014	1/1/2014	
9600	Design	10	DESIGN	1/1/2014	1/1/2014	
9700	Design	10	DESIGN	1/1/2014	1/1/2014	
9800	Design	10	DESIGN	1/1/2014	1/1/2014	
9900	Design	10	DESIGN	1/1/2014	1/1/2014	
10000	Design	10	DESIGN	1/1/2014	1/1/2014	

Our management systems not only include SureTrak, and JD Edwards EnterpriseOne, but also production forms, labor activity reports and quality inspection forms that demonstrate our focus on actively managing our own performance. SureTrak offers the perfect combination of ease-of-use, power, and is ideal for resource planning and control on projects of all sizes. SureTrak allows us to plan and schedule our projects, offer intuitive indent/outdent capabilities for easier

project outlining, providing fast on-the-fly reporting and critical path analysis (CPM), and create customized resource layouts for more effective and efficient reports. JD Edwards EnterpriseOne allows us to take control and proactively manage project costs and billing, from conception through completion using project management applications specifically designed for Ruppert Landscape. JD Edwards EnterpriseOne gives us the ability to view project budgets, forecasts, and actual amounts—in real-time—to proactively manage project costs, bill accurately to the terms of contracts and service agreements allowing us to optimize cash flow, thus streamlining the repetitive building processes for sales, purchasing, and construction.

Oracle Job Production Inquiry by Branch - Job Production Inquiry

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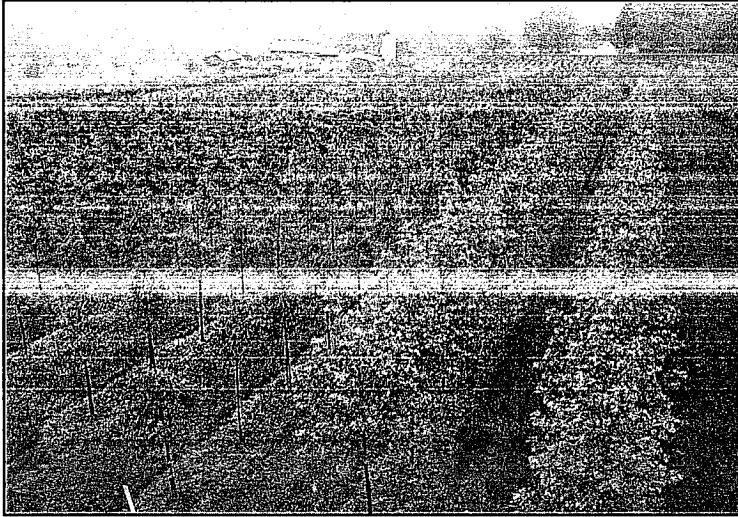
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These tools combined allow us to monitor productivity on a daily basis, verify that our manpower is allocated efficiently, schedule subcontractors, plant shipments and material deliveries and encourage good daily planning. The "Labor Activity" report is the most



important of the forms. The field manager updates it daily and reviews it regularly with the project manager to ensure that all phases of the job are progressing as planned. Our "Quality Inspection Form" shows our focus on continually improving our own performance. This form is used regularly by all levels of Ruppert Landscape management, from the project superintendent to the

CEO. It is used in several different ways to focus our people on quality as: an outline for training new employees, a reference in our *Field Management Guide*, a checklist on project inspections and a tool for employee evaluations. It also reinforces the attention to detail that is critical to producing a superior landscape installation.

Our focus on quality extends beyond the jobsite to every aspect of the business. People notice and remember Ruppert's trucks because all of our vehicles and equipment are conscientiously maintained and washed every week. Every employee must meet personal appearance standards that include wearing a full, neat uniform or business attire. Regularly scheduled field training sessions and management development seminars are carefully designed to improve skills and reinforce company values. Although rarely seen by the customer, our office systems undergo the same critical analysis and continuous refinement as our frontline operations.

With all of this knowledge, training and empowerment every member of our team is prepared to deliver a superior service and end product. We understand that much interaction will take place between our team, the City of Alpharetta personnel, Church or institutional members, property managers and HOA associations that will have a direct vested interest in this project. In fact we encourage it so we can educate daily on our progress, make adjustments to schedules in the case of special events occurring or inclement weather. We would suggest that perhaps a committee be formed with members from all interested parties before the project starts. This way communication can begin in advance to coordinate things such as potential lane closures, traffic control, expected time frames of work and dates for events in around areas of installation and refer to plans. This would help to eliminate surprises and allow for all parties to prepare and report back to their specific groups.

The last item in this section, which is an excerpt from the safety section of our *Field Management Guide*, is an example of the attention to detail put into our policies and procedures.



The following are just a few of the many projects Successfully Completed by Ruppert Landscape. Additional project references are available upon request.

Project Name:	Emory Woodruff Traffic Circle Atlanta, GA
Customer:	JE Dunn
Contract Value:	\$1,400,000
Scope of Work:	Landscape, Hardscape – Brick Paving, Architectural Concrete, Walls, Bio-retention ponds, Curb & Gutter, Stone Paving
Completion Date:	Summer 2012
Contact:	Scott Bodden
Phone Number:	(770) 551-8883
Owner:	Clemson University
Designer:	Kimley-Horn & Associates
Project Name:	Myriad Botanical Gardens Renovation Oklahoma City, Oklahoma
Customer:	Flintco
Contract Value:	\$13,000,000
Scope of Work:	Water features, Landscape, Irrigation, Grading, Stone / Concrete pavers, walls, Soils, Site Furnishings
Completion Date:	Spring 2011
Contact:	Russell Johnston
Phone Number:	(405) 670-6307
Owner:	City of Oklahoma City
Designer:	Office of James Burnett
Project Name:	Ft Stewart – 5 th Infantry Brigade
Customer:	Walbridge Construction
Contract Value:	\$880,000
Scope of Work:	Full scope site package
Completion Date:	2011
Contact Person:	John Walker
Phone Number:	(912) 368-2203
Designer:	CDRK Associates

Resume of Patrick Luzier

Ruppert Landscape 4425 Lilburn Industrial Way Lilburn, GA 30047 770/931-9900 770/931-9006 Fax

BUSINESS EXPERIENCE

Ruppert Landscape *Lilburn, GA*

2003—Present Partner / Branch Manager Georgia/North Carolina

Scope: Responsible for managing business aspects, including operations, administration, sales and estimating. In addition, served as Project Executive on the following projects: Le Jardin (\$6.5m), World of Coca Cola (\$4m), and Lowes HDQ Ph-3 (\$8.3m).

ValleyCrest Landscape Development *Norcross, GA*

October, 2001 - December, 2003 Branch Manager

Scope: Responsible for managing business aspects, including operations, administration, sales and estimating for a \$25m operation.

TruGreen Landcare *Lilburn, GA*

August, 1998 – October 2001 Branch Manager

Scope: Responsible for managing business aspects, including operations, administration, sales and estimating. Also, responsible for integrating all Southeast construction operations into one business unit.

Ruppert Landscape Company, Inc. *Lilburn, GA*

October 1995 – August 1998 Branch Manager

Scope: Responsible for managing business aspects, including operations, administration, sales and estimating.

Valley Crest Landscape, Inc. *Santa Ana, CA and Orlando, FL*

March, 1990 to October 1995 Business Development/Estimating

Scope: Sales and estimating

KEY AFFILIATIONS/ACCOMPLISHMENTS

Landscape and Beautification License Louisiana (2010)
General Contractor/Building License Louisiana (2010)
Achievement Award Ruppert Landscape, Inc. (2007)
Commercial Landscape License North Carolina (2007)
Branch Manager of the Year TruGreen Landcare (2000)

EDUCATION

California State University, San Bernardino, 1989; History and Psychology

Resume of Mark Innis

Ruppert Landscape 4425 Lilburn Industrial Way Lilburn, GA 30047 770-931-9900 770-931-9006 Fax

BUSINESS EXPERIENCE

Notable Projects:

Tributary at New Manchester	Douglasville, GA	\$3,500,000	2006	Landscape and Hardscape
World of Coca Cola	Atlanta, GA	\$4,100,000	2007	Landscape and Hardscape
Egleston Childrens Healthcare	Atlanta, GA	\$1,000,000	2008	Landscape and Hardscape
Lowe's Phase III	Mooreville, NC	\$8,300,000	2009	Landscape and Hardscape

Ruppert Landscape, Inc. Lilburn, GA

2005—Present – Production Manager

Scope: Responsible for management of all field personnel, equipment and jobsite safety for the Atlanta Branch. Coordinates manpower allocation to all projects performed by the branch, attends jobsite schedule meetings and handles pricing of all field directives and formal rfq's for the projects.

Valley Crest - Atlanta, GA

2001—2005 Site Superintendent

Scope: Responsible for overseeing all aspects of assigned landscape and hardscape projects including hiring, training and managing of all crew personnel; daily communication with production manager, architect, and client; daily paperwork; tool inventory and equipment management; safety training and enforcement; quality control and delivery inspection.

Ruppert Landscape Company/Trugreen Landcare - Ashton, MD

1996—2001 Production Manager

Scope: Job responsibilities noted above.

1993-1995 Field Manager

Scope: Responsible for overseeing all aspects of assigned landscape and hardscape projects including hiring, training and managing of all crew personnel; daily communication with production manager, architect, and client; daily paperwork; tool inventory and equipment management; safety training and enforcement; quality control and delivery inspection.

KEY AFFILIATIONS/ACCOMPLISHMENTS

OSHA 30, First Aid, Crane Operation Certified, MUTCD Certified Traffic Control
KRAFT and Associates – Management Training

EDUCATION

Southside High Fort Wayne Indiana - Class of 1981
Fort Wayne Regional Vocational/Technical School - Masonry and Plumbing



RFP-117-103

CITY-WIDE LANDSCAPE
MAINTENANCE OF RIGHT-
OF-WAYS AND CITY
FACILITIES; AND ON CALL
LANDSCAPING AND
CONSTRUCTION
SERVICES

OCTOBER 2016
Ruppert Landscape Proposal

Stephen DeWeese
(404) 569-4516
Sdeweese@ruppertcompanies.com



Response to Proposal: RFP-117-103

**CITY-WIDE LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND CITY FACILITIES; AND ON
CALL LANDSCAPING AND CONSTRUCTION SERVICES**

October 2016

Management Structure



Branch Manager: Steve Faber

Steve's role is to serve as overall project manager, overseeing all production, scheduling, personnel and customer relations. He will attend all appropriate on-site meetings and functions. Steve may also serve as the liaison between Ruppert Landscape and client management.

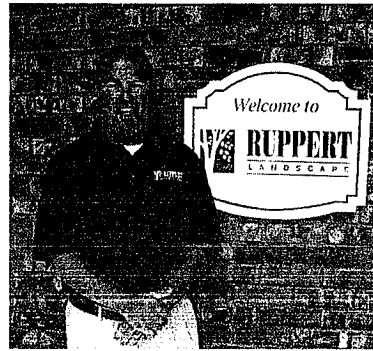
Steve is authorized to negotiate and sign contracts or change orders and purchase equipment or materials as needed. He also reviews and approves all invoices sent to the client for services performed. Steve will ensure that work is performed on a timely basis according to the terms of the contract and to the customers' satisfaction.

Steve is a graduate of the University of Georgia with over 20 years of experience in the landscape industry.



Enhancement Manager: Kurt Myers

As Enhancement Manager, Kurt is in charge of planning, directing and implementing landscape installation and renovation projects. Kurt also directs the floriculture and other enhancement programs for Ruppert Landscape. In this capacity, Kurt manages multiple production crews, and uses his horticulture expertise in field operations as well as in communication with customers and suppliers.



Area Managers: Michael Vispi

As Area Manager, Michael, are responsible for ensuring the satisfaction of our customers. The Area Manager will also work with customers on sales, renewals and production of the branch's landscape management work. Each Area Manager is proactive and qualified to propose enhancement work as appropriate for each property Michael serves as the client's single point of contact for all landscape maintenance needs and will coordinate turnkey service delivery. The Area Manager will provide site management with monthly inspection reports, which will address the site conditions and the overall maintenance and management of the site. He will monitor weekly, the progress of the site in terms of proper and complete mowing, completion of ornamental plant management, etc. Areas of improvement will be identified and brought to the attention of our field manager and corrections will be made accordingly. He is directly responsible for managing the site through his interaction with the field managers and their crew.

Michael is a graduate of Mississippi State University, with a degree in horticulture. All of our Area Managers hold the Category 24 Pesticide License. Michael has been with Ruppert for 20 years.



Area Manager: Stephen DeWeese

As Area Manager, Stephen is responsible for ensuring the satisfaction of our customers. The Area Manager will also work with customers on sales, renewals and production of the branch's landscape management work. Each Area Manager is proactive and qualified to propose enhancement work as appropriate for each property. Stephen serves as the client's single point of contact for all landscape maintenance needs and will coordinate turnkey service delivery. The Area Manager will provide site management with monthly inspection reports, which will address the site conditions and the overall maintenance and management of the site. He will monitor weekly, the progress of the site in terms of proper and complete mowing, completion of ornamental plant management, etc. Areas of improvement will be identified and brought to the attention of our field manager and corrections will be made accordingly. He is directly responsible for managing the site through his interaction with the field managers and their crew.

Stephen has a Bachelor's of Horticultural Science Degree, From the University of Georgia.



Branch Administrator: Kristine Pereira

As Branch Administrator, Kristine is responsible for the financial administration of all branch reports. Her duties include payroll, invoice processing, accounts receivable, accounts payable, and customer service. Kristine has over 15 years' experience in accounting and administration, including five years in the landscape industry.



Shop Manager: Robert Scott

As Shop Manager, Robert is in charge of directing the vehicle and equipment mechanics and maintaining the Ruppert Landscape fleet and equipment. In this capacity, Robert manages branch budgets and operations for vehicle and equipment maintenance, fuel management, and coordination with employees and suppliers. Ruppert Landscape maintains our fleet to the standards of the Department of Transportation (DOT). DOT logbooks are maintained for each vehicle to ensure DOT compliance by all drivers.

Robert is A.S.E. certified mechanic in medium and heavy-duty trucks and has over ten years of experience, including five years with the Ruppert Companies.



Field Manager Team

Daniel Stutts, Chris Gramley, Wilfredo Occeando, Hazzie Harris, William Sanchez, Zac Renfroe

Our field managers will be present every day and responsible for the operations and production on the site. Every one of our field managers assigned to The City of Alpharetta have between 2 and 8 years' experience, having served our clients. Their attention to detail, and leadership will be vital to the success of Alpharetta's Landscaping. They will monitor, arrange, perform and document all services performed in the service agreement. He will lead a team daily to clean up the site, remove trash debris, and blow off all entrances, and high visibility areas. He will also lead the landscape maintenance process, learning the property inside out to properly execute service per the client's requirements.

Team Member specific Duties and responsibilities: Daniel Stutts is our lead Field manager, he performs maintenance on a large portion of the roadways with a team of four other field employees. William Sanchez manages a second crew consisting of an additional two field employees, assigned to the facilities, and other services of the roadway. In Total Ruppert dedicates 8 fulltime time employees during the growing season.

Our Field managers will be responsible for providing daily verbal communications to the Site Management and reporting the progress and completion of daily site activities. They will conduct daily site inspections at the end of each working day to ensure quality and completion of services to the satisfaction of Site Management. Each field manager will personally hand in the Weekly Maintenance Worksheet, and our Property Service report.

Each field manager is responsible for a three to six person crew, consisting of two to four landscape management crew people and an assistant field manager. Together with the Area and Enhancement Managers, they will evaluate personnel needs and adjust the crew based on site conditions. Crews are available for on-call service as requested. Each of our Georgia Maintenance Field Managers has been hired with customer satisfaction in mind.

We have over 90 team members, and plan ahead for vacations, and cross train to ensure no gap in service.

Background and Experience

History

Ruppert Landscape was incorporated in 1976 as Ruppert Landscape Company (RLC). The small business soon grew to become one of the largest and most respected commercial landscape contracting firms in the nation, providing a wide range of services including landscape construction, landscape management, construction management, irrigation system installation and maintenance and environmental restoration. In 1998, that business was sold, which allowed company owners to focus on a related tree-growing operation, Ruppert Nurseries, which had been in existence since 1990. August 2003 marked the end of the five-year restriction period that accompanied the sale of Ruppert Landscape, allowing Ruppert Nurseries to include grounds management in its service offerings and enabling customers to benefit from its expertise in all aspects of landscape contracting. More recently, the company has reclaimed the Ruppert Landscape name, leaving the Ruppert Nurseries name with the tree-growing business.

Throughout the company's long history, Ruppert has been known nationwide for its cutting-edge management practices and has regularly won top business management and industry craftsmanship awards. The management team, many of whom have been with the company for over 20 years, continues to focus its efforts on making Ruppert Landscape the landscape service provider of choice for customers and employees. The company continues to dedicate itself to providing exceptional value to clients and to providing significant opportunities for employees to grow and prosper. The work culture and values practiced at Ruppert Landscape are unique to the company, are rooted deep in its history and are a primary reason for the continued success of all the Ruppert companies.

Purpose

We intend to be a continuously advancing organization that provides our clients with exceptional value by delivering products and services of the highest quality. We strive toward this goal by preserving an atmosphere in which employees can attain their personal goals through the

organization, be proud of the company for which they work and enjoy themselves. Our corporate culture is defined by a strong work ethic, conscientiousness, a positive image, profitability, and above all, respect for one another. These characteristics will allow us to be a leader in the markets we serve and an asset to our community.

Ruppert Landscape has specific experience pertinent to managing City wide Landscape, specifically with The City of Alpharetta. We have experience working close to the public, and working safely around visitors. All of our teams are in clear uniforms, with safety vests, and well maintained trucks, and equipment. Safety, and respect for visitors is the most important goal when working around the general public.

References

- **Newton County School System – March 2016 – Present**

Contact: Bill Watterson
Coordinator of Maintenance and Operations
11031-B Covington By-Pass
Covington, GA 30014
770-385-6888

Grounds Maintenance for School System. Ruppert Landscape maintains 120+ acres of school grounds, and 33 acres of sports field maintenance. 28 total facilities.

- **Atlanta Public Schools – July 2008 – December 2015**

Contact: Brian Allen
General Services Supervisor
1631 LaFrance Street NE
Atlanta, GA 30307
404-886-8592

Grounds Maintenance of 19 School sites for the Atlanta Public Schools system (APS). Services include mowing, weed eating, edging, pruning, policing grounds and bed maintenance of approximately 100 acres of landscaped area. This work is performed by a dedicated crew on a 10 day rotation with schedules provided prior to the upcoming month by the assigned Area Manager. Pine Straw and Mulch is applied twice per year (Over 4000 bales and 50 cubic yards of mulch per application). Playground maintenance is also involved and we have actually constructed some playgrounds for APS.

- **Oconee County Parks and Recreation – July 2008 - present**

Oconee Veterans Park
Contact: Tom Popps
Asst. Parks and Recreation Director
1500 Hog Mountain Road
Watkinsville, Georgia 30677
706-769-3965

Grounds maintenance of over 60 acres at one location. Services include mowing with the use of an 11' Toro Grounds master batwing which could be utilized on the Newton County Schools. Maintenance includes landscape beds with over 200 yards of hardwood mulch applied per rotation, policing grounds and ensuring that the park is always presentable to the general public. We were also maintaining another 30+ acres at Heritage Park for Oconee Parks and Recreation but due to budgetary constraints we no longer perform this service.

- **City of Alpharetta - January 2012 - Present**

Contact: Will Eberly
Development Management
2970 Webb Bridge Road
Atlanta, GA 30009
Phone: (678) 297-6219

Grounds maintenance of over 36 acres of the City of Alpharetta, including right of ways, parks, and ball fields. We install over 3100 bales of pine straw twice annually, as well as over 70 yards of hard wood mulch twice annually.

- **Oglethorpe University – June 2010 – June 2012**

Contact: Vicky Miller
Procurement Manager
4484 Peachtree Rd
Atlanta, GA 30319
404-364-8321

Grounds Maintenance of entire campus. Ruppert Landscape maintained over 100 acres of public acreage, and the track and field. Complete grounds maintenance, with installation of over 5000 bales twice annually.

- **Prince George County School System – Jan 2010 – Present**

Contact: Brenda Allen
Director
13300 Old Marlboro Pike
Upper Marlboro, MD 20772
301 952-6560

Grounds Maintenance for the school system. Ruppert Landscape maintained over 100 acres of public acreage, and sports fields, and public areas. Complete grounds maintenance, of 54 sports fields, with maintenance and sports turf striping.

Ruppert Landscape has no active litigation in the past five years.

Training Programs

RUPPERT LANDSCAPE HIRING, TRAINING AND SAFETY PROGRAM OVERVIEW

Training at Ruppert Landscape is rooted in a company culture that strongly encourages constant improvement. In addition to being part of our philosophy, it is also a requirement of all employees to receive a designated amount of training each year.

Ruppert Landscape is an equal-opportunity employer. All applicants complete an Application for Employment which is provided in English or Spanish. Qualified applicants are interviewed, references are checked, and proper screenings are conducted for job offers. Ruppert Landscape also participates in E-Verify through the Social Security Administration and Department of Homeland Security.

In 1998 Ruppert Landscape began a formal, innovative training program geared toward field personnel called the "Ruppert Edge". Our Certification Training Program is skill based and administered by a full-time Director of Employee Development.

On each employee's first day, they receive five hours of intensive orientation and basic skills training. The orientation covers company history, Ruppert Landscape values and structure as well as company policies and procedures regarding customer service and safety. A mix of videotapes, slide presentations, handouts and lectures are presented in classroom-style sessions. The basic skills training focuses on planting techniques for landscape employees, and two-cycle equipment and walk-behind/push mower operations by a written test, and a field portion where hands-on performance is evaluated by supervisors.

Ongoing training occurs in many forms. As a part of our formal Certification Program, crewmen and their supervisors are trained in over thirty landscape, maintenance and general topics including mulching, annuals installation, snow plowing and interviewing and hiring. Presentations of these topics are scheduled regularly throughout the year and a crewman can complete all topics in about two years. This training program is titled the Ruppert Edge and was formulated by input from employees top to bottom, they are simple and easy to reference and can be used to re address certain points that may arise during operations and they are also available in English and Spanish. Please see attached examples.

Non-English speaking personnel are trained on three fronts. Skills training sessions contain dubbed videos, translated handouts and tests, and the use of bilingual personnel to translate lecture material. We also provide two levels of English class at each location during the summer months in an effort to improve our employee's comfort with the language and to grow our own bilingual supervisors. During the winter we provide our most advanced students with a six week, five day a week, eight hour per day English immersion course.

In conjunction with our Certification Training Program, we stress safety in the work place through a parallel safety program. This program's focus is on safe operation of trucks and mandatory use of applicable safety appliances. A thirteen-member safety committee develops, implements, and enforces safety policies in compliance with all applicable federal (including OSHA), state, and local regulations.

In 1990 we instituted a policy of a drug and alcohol free work place through mandatory drug tests and physicals for all operators at the time of hiring, following any accident or injury, and reinforced with additional random testing.

Available to all employees is a confidential employee assistance program providing counseling on a variety of health related issues.

Ultimately, the objective is to insure the safety and health of our employees and provide our clients with a project that is completed correctly and according to specs, a project that is done on time and a project that is priced competitively...in short a high quality service.

Service Delivery, Staffing, Supervision, and Equipment

Ruppert Landscape's Plan of action for The City of Alpharetta:

Our team will arrive each Monday ready to service the City, and take ownership of all areas we are responsible for. They will start With trash anywhere on the site they see it, whether it is in our specific area of work or not. They will then start landscape Maintenance in areas that require. Primarily, we will have a team on site Monday through Friday. They will always pick up sticks, and clear pathways for the public to walk safely. We will report weekly to the appropriate City personnel. Our goal being to communicate what is being done this week, what is scheduled for next week, and most importantly, making City staff aware of any safety or security issues seen by our team. We understand, a landscape partner has more eyes on the property than anyone else, and a big part of our job is to make City personnel aware of anything we see.

Our team will specifically, edge all sites included in this bid. If leaves or debris build up is present, they will first blow all into the turf, and mulch to create a perfect clean appearance. All turf will be mowed, alternating pattern to ensure no ruts in the turf. We will treat the turf with fertilizer, and weed control chemicals, to ensure healthy weed free turf. We will either prune, or shear plant material as necessary to ensure vigorous growth, and sustainability.

Throughout the course of this agreement, our team will also monitor the irrigation systems at each site. Our goal is to conserve water, and ensure all plant material that needs water gets it. Long term growth areas, such as large trees, should have their irrigation closed, or lowered, to save water.

Company-wide, Ruppert Landscape has a fleet of over 200 trucks, 450 mowers, and hundreds of other two cycle equipment.

Office Locations

Corporate Office

23601 Laytonsville Road
Laytonsville, MD 20882
(301) 482-0300

Prince Georges County, MD

2850 Marble Court
Forestville, MD 20743
(301) 420-2091

Atlanta, Georgia

4425 Lilburn Industrial Way
Lilburn, GA 30047
(770) 931-9900

Montgomery County, MD

23601 Laytonsville Rd.
Laytonsville, MD 20882
(301) 414-0022

Philadelphia/Wilmington

249 Chambers Road
Toughkenamon, PA 19374
(610) 925-2711

Northern Virginia

5451 Wellington Road
Gainesville, VA 20155
(571) 248-4460

Fredrick, Maryland

8031 B Reichs Ford Road
Frederick, MD 21704
(301) 620-7551

Charlotte, NC

12601 Rock Hill-Pineville Road
Pineville, NC 28134
(704) 962-3331

Mableton, GA

7013 Mabelton Parkway,
Mableton, GA 30126
(678) 401-5120

Baltimore, MD

4 Harko Court
Essex, MD 21221
(443) 503-7200

Charlotte, NC

12601 Rock Hill-Pineville Rd.
Pineville, NC 28134
(704) 962-3331

Raleigh, NC

3801 Centurion Drive
Pineville, NC 28134
(704) 962-3331

King of Prussia, PA

214 W. Church Street
King of Prussia, PA 19406
(610) 265-6300

Alexandria, VA

8805 Telegraph Road
Lorton, VA 22079
(703) 372-5795

Website

www.ruppertlandscape.com

Corporate Officers & Key Managers

Craig Ruppert

Phil Key
Bob Jones
Tom Barry
Doug Halsey
Fred Key
Bill Meissner
Bridgette Benoit
Randy Given
Jack Jones
Jay Long
Ken Railey
Dave Sanders
Amy Snyder
Dan Spruill
Ken Thompson
Chuck Whealton

Chief Executive

President
President of Landscape Construction
Vice President of Landscape Management
Regional Vice President Landscape Management
Regional Vice President, Landscape Management
Partner/Advisor
Controller
Facility Manager
Regional Manager, Landscape Management
Director of Organizational and People Development
Director of Fleet Operations
Safety and Loss Prevention Manager
Director of Public Relations
Director of Information Technology
Director of Quality and Efficiency
Regional Manager, Landscape Management

**Licenses and Employee
Certifications**

State of MD Contractors License, #15310372; code 77, unit 015
Certified Professional Horticulturist (CPH)
Certified Landscape Technicians (CLT)
Certified Arborist (ISA)
City of Charlotte/Mecklenburg County Business License #164615
City of Lilburn, GA Business License # 013718
Commercially Licensed Drivers (CDL)
District of Columbia Licensed Operators
First Aid / CPR Certifications
Md. Dept. of Agriculture Nursery Inspection Certificate #11076
North Carolina Certificate of Authority
North Carolina Landscape Contractors Registration Board Cert.# 1619
OSHA 10 Hour Construction and General Industry Safety and Health Certification
OSHA 30 Hour Construction and General Industry Safety and Health Certification
Pesticide business license #28484(MD); 7833 (VA); BU8478 (PA); 17054 (GA); 1170 (DE);026-25865
(NC)
Rock Hill, South Carolina Business & Professional License #512a\
State of Delaware Business License, #2004208342
State of Maryland Business License, #15879157

Federal ID

Ruppert Landscape: 20-0802650 Ruppert Nurseries: 52-1685677

DUNS #

83-016-0433

78-700-7566

Association Memberships

American Society Landscape Architects – Maryland Chapter (ASLA)
Associated Builders and Contractors – Georgia Chapter (ABC)
Associated Builders and Contractors – Metro Washington Chapter (ABC)
Associated Builders and Contractors – Virginia Chapter (ABC)
Atlanta Apartment Association (AAA)
Building Owners and Managers Association (BOMA) – Atlanta
Building Owners and Managers Association (BOMA) – Baltimore
Building Owners and Managers Association (BOMA) - Philadelphia
Construction Financial Management Association – Washington Chapter (CFMA)
Delaware Nursery and Landscape Association
The Institute of Real Estate Management (IREM) - Delaware Valley Chapter No. 3
International Facility Management Association (IFMA)
Landscape Contractors Association of MD/VA/DC (LCA)
Maryland National Capital Building Industry Association (MNCBIA)
Maryland Nursery and Landscape Association (MNLA)
Urban Ag Council Atlanta
Mid-Atlantic Association of Golf Course Superintendents (MAAGCS)
National Association of Industrial and Office Properties (NAIOP) -MD/DC Chapter
North Carolina Landscapers Contracting Board
Northern Virginia Building Industry Association (NVBIA)
Professional Land Care Network (PLANET)
Pennsylvania Landscape and Nursery Association (PLNA)
Professional Grounds Management Society (PGMS)

Awards Won

Throughout the company's history, Ruppert has been recognized with industry craftsmanship awards and for our cutting-edge management practices and business management acumen. This is an abbreviated list some of the key awards won:

- **Inc. 500 Fastest Growing Companies**—Noted as 172 on a list of the 500 fastest-growing companies in the nation by *Inc.* magazine in 2006
- **FastTrack Award for Best Business Practices**—Regional winner and international finalist in the "Motivating and Retaining Employees" category. Program sponsored by Riggs Bank and Arthur Anderson
- **President's Service Award; Clinton Administration**—One of 18 recipients from 3,500 nominations; co-sponsored by The Points of Light Foundation and the Corporation for National Service
- **Leadership Washington Award**—Community Service achievement for Kennedy Playground Renovation (Washington, DC)
- **Humanitarian Award**—Given by Food For The Poor, Inc. to one of its two million donors for generating awareness of the organization and committing labor and funding to its causes. (Presented to Chris Davitt in 2000)
- **Clarence Donohoe Award**—Given by Easter Seals for outstanding contributions to the organization and its clients, including the dedication of time to its committees/task forces and enhancement of its programs. (Presented to Craig Ruppert, March 2001)
- **National Capital Business Ethics Award**—Given by The National Capital Chapter of the Society of Financial Services Professionals to the company that has demonstrated integrity, civic and social responsibility, and business excellence. (2007)
- **Landscape Subcontractor of the Year Award**—Given by the Metro Washington & VA Chapters of Associated Builders & Contractors (2008)

Community Service

Participating in, and donating to, philanthropic causes is consistent with our guiding principles. In addition to meeting specific needs, community service aids us in building an organization that both our employees and our customers are proud to be associated with. Ruppert Landscape often donates products, services and expertise to various charitable causes. A partial list of recipients includes:

- American Red Cross
- Athens, GA Tutorial Program
- Bethlehem House
- Cystic Fibrosis Foundation
- Easter Seals
- Fight for Children
- Food for the Poor
- Hillside Therapeutic Foster Care, Atlanta's Oldest Charity
- Jubilee Housing
- Lt. Joseph P. Kennedy Institute
- Our House of Decatur, Georgia
- Race For The Cure
- Rocky Branch Elementary School, Watkinsville, GA
- Special Olympics
- Toys for Tots
- Elaine Clark Center

**CITY OF ALPHARETTA
ADDENDUM # 1**



Finance Department
2nd Floor
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: OCTOBER 7, 2016

PROJECT: CITY-WIDE LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND CITY FACILITIES; AND ON-CALL LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES

RFP #: 17-103

RFP ISSUE DATE: SEPTEMBER 30, 2016

RFP DUE DATE/TIME: OCTOBER 21, 2016 (FRIDAY); 2:00 PM

TO ALL OFFERORS:

The attached information is made part of the RFP. The purpose of this addendum is to provide answers to questions posed by potential offerors, additional information, and/or revised information or documents. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) must be attached to your RFP response.
Please see Addendum information beginning on the next page.

A signature on this addendum does not constitute your signature on the original RFP document.
A signature on this page acknowledges receipt of this addendum. The original RFP response must also be signed in the proper places.

Ruppert Landscape
Firm Name

4425 Lilburn Industrial Way, Lilburn, GA 30047
Firm Address


Signature of Person Authorized to Bind this Firm

10/20/2016
Date

Stephen DeWeese
Typed or Printed Name and Title

(404) 569-4516 – Sdeweese@ruppertcompanies.com
Phone Number and E-mail Address

The RFP documents are hereby modified in the following respects:

1. An additional document is added to this Request for Proposals and to any resulting contract.
2. This document includes names of all locations for the City-Wide Landscape Maintenance of Right-of-Ways and City Facilities.
3. Information is for current locations and includes Street names, City Facilities, and other Miscellaneous locations for this landscape maintenance contract.
4. Listing is available beginning on next page. Also available in Excel format at our Online Bid Posting Site: <https://www.ebidexchange.com/alpharetta>.

STREETS	FACILITIES	MISC.
AcademySt	Public Safety	Clubhouse Drive Cemetery
ArtSummit Rd	Public Works	Cotton Alley Parking lot
Bates Rd	Fire Station 81&	Davis Drive Cemetery
Beaver Creek Rd	Alpharetta Innovation Ctr	K-9 Facility at North Fulton
Bethany Rd	Fire Station 82	Maintenance
Broadwell Rd	Fire Station 83	Old Roswell St Parking lot
Burnett Way	Fire Station 84	East-West right-of-way between
canton Street	Fire Station 85	Old Roswell St & Main Street
Charlotte Dr	Fire Station 86	
Church St		
Cotton Creek Entry		
Cotton Mill Pl		
Crabapple Rd (SR 372)		
CummingSt		
Devore Rd		
Douglas Rd		
Dryden Rd		
Fanfare Way		
Freemanville Rd		
Georgia n		
Harris Rd		
Haynes Bridge Rd		
Hembree Rd		
Henderson Pkwy		
Hopewell Rd		
Houze Rd (SR 140)		
Jayne Ellen Way		
Kimball Bridge Rd		
Lily Garden Place		
Main Street (SR 9)		
Mansell Rd		
Marietta St		
Maxwell Rd		
Mayfield Rd		
McGinnis Ferry Rd		
Michaela Dr		
Mid Broadwell Rd		
Milton Ave		
MorrisRd		
North Point Dr		
North Point Pkwy		
Old Alabama Connector		
Old Milton Pkwy (SR 120)		
Old Roswell St		
Providence Rd		
Rock Mill Rd		
Roswell St		
Rucker Rd		
Spruell Cir		
State Bridge Rd		
Thompson St		
Tracy Court		
Upper Hembree Rd		
WarsawRd		
Waters Ferry Dr		
Waters Ferry Way		
Waters Rd		
Webb Bridge Rd		
Webb Bridge Way		
Westside Pkwy		
WillisRd		
Windward Pkwy		

END ADDENDUM

**CITY OF ALPHARETTA
ADDENDUM # 2**



Finance Department
2nd Floor
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: OCTOBER 12, 2016

PROJECT: **CITY-WIDE LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND CITY FACILITIES; AND ON-CALL LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES**

RFP #: **17-103**

RFP ISSUE DATE: **SEPTEMBER 30, 2016**

RFP DUE DATE/TIME: **OCTOBER 21, 2016 (FRIDAY); 2:00 PM**

TO ALL OFFERORS:

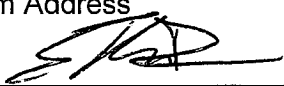
The attached information is made part of the RFP. The purpose of this addendum is to provide answers to questions posed by potential offerors, additional information, and/or revised information or documents. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

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Ruppert Landscape
Firm Name

4425 Lilburn Industrial Way, Lilburn, GA 30047
Firm Address


Signature of Person Authorized to Bind this Firm

10/20/2016
Date

Stephen DeWeese
Typed or Printed Name and Title

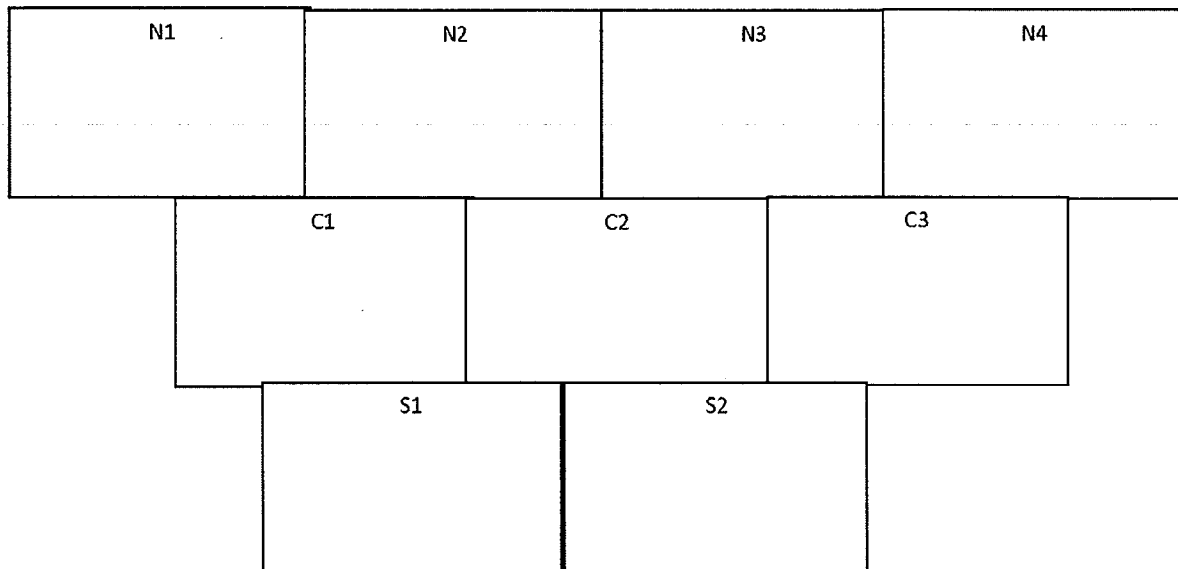
(404) 569-4516 – Sdeweese@ruppertcompanies.com
Phone Number and E-mail Address

The RFP documents are hereby modified in the following respects:

1. Printable Landscape Maintenance Maps are provided at the eBid website for this project. Due to file size, we are unable to email.
2. Below is a PDF Sheet Key describing the print size and orientation.

RFP 17-103 Landscape Maintenance Map - PDF Sheet Key

Please Note: PDF sheets are formatted as 24"x36" with landscape orientation. There is overlap built into each sheet so you will need to trim borders and match up imagery from sheet to sheet in order to assemble into a single image.



END ADDENDUM

**CITY OF ALPHARETTA
ADDENDUM # 3**



Finance Department
2nd Floor
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

ADDENDUM POSTING DATE: OCTOBER 14, 2016

PROJECT: **CITY-WIDE LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND CITY FACILITIES; AND ON-CALL LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES**

RFP #: **17-103**

RFP ISSUE DATE: **SEPTEMBER 30, 2016**

RFP DUE DATE/TIME: **OCTOBER 21, 2016 (FRIDAY); 2:00 PM**

TO ALL OFFERORS:

The attached information is made part of the RFP. The purpose of this addendum is to provide answers to questions posed by potential offerors, additional information, and/or revised information or documents. In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) must be attached to your RFP response. Please see Addendum information beginning on the next page.

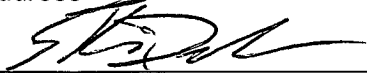
A signature on this addendum does not constitute your signature on the original RFP document. A signature on this page acknowledges receipt of this addendum. The original RFP response must also be signed in the proper places.

Ruppert Landscape

Firm Name

4425 Lilburn Industrial Way, Lilburn, GA 30047

Firm Address



Signature of Person Authorized to Bind this Firm

10/20/2016

Date

Stephen DeWeese

Typed or Printed Name and Title

(404) 569-4516 – Sdeweese@ruppertcompanies.com

Phone Number and E-mail Address

The RFP documents are hereby modified in the following respects:

1. The boundary line at the K-9 Facility (located within the North Fulton Maintenance Facility on Hembree Rd) was modified to more accurately depict the work area.
2. This area alone has a mowing frequency of once every two weeks during the growing season.
3. Appendix E, Section #2 of the Landscape Maintenance Specifications have been modified to reflect this exception to the weekly mowing frequency.
4. Remove Appendix E, Section #2 in original RFP 17-103.
5. Replace with Revised Appendix E, Section #2, beginning on next page.

APPENDIX E: LANDSCAPE MAINTENANCE SPECIFICATIONS: REVISED

Definitions

- a. Beauty Strip – landscape area along roadways located between back of curb and front of sidewalk
- b. City Facility – City buildings/properties such as fire stations and Public Works Department
- c. City Representative – specific City employee assigned as the representative overseeing maintenance and/or landscape contract(s)
- d. MUTCD – Manual of Uniform Traffic Control Devices
- e. Right-of-Way – extents of area dedicated to public roadway corridors
- f. Work Area – all locations of service identified on the *Landscape Maintenance Map*, which is available online at <http://arcg.is/2cV7z7P>

1 Safety

Contractor will be responsible for all safety procedures **including compliance with MUTCD work zone procedures**. All employees shall wear a clean, identifiable uniform with appropriate safety equipment and safety vest (or equivalent). "MOWERS AHEAD" signs shall be used when mowing along all roadsides.

2 Warm Season Turf Mowing and Related Maintenance

During the growing season of warm season grasses such as Bermuda, mowing will be performed weekly, except at the K-9 Facility, which shall be mowed at a rate of once every two weeks. Warm season turf will be mowed to a height of 1.5-2.5 inches. At no time shall more than one-third (1/3) of the leaf height be removed in a single mowing. Mowing frequencies may be increased as needed in order to not exceed removal of greater than one-third (1/3) of leaf height. Mowing patterns will be established and changed as needed to present the most aesthetically pleasing appearance.

Weekly mowing shall be accomplished no sooner than five (5) days and no later than seven (7) days after the prior mowing. In order to maintain proper mowing frequency, the Contractor must provide and adhere to a city-wide weekly maintenance schedule.

Before mowing, all litter and debris shall be removed from lawns, plant beds, walkways, curb/gutter, etc. Care must be taken to not inflict damage upon plants, trees, fences, or other property improvements with mowers.

All warm season turf located at City facilities and within medians or beauty strips will be scalped and aerated in early spring prior to any new growth. Warm season turf with bare areas will be aerated and overseeded with appropriate type of grass seed. All clippings and thatch will be removed from the lawn areas. No clippings will be disposed of in catch basins, storm sewers, or other drainage systems.

The mowing operation shall include removal of grass clippings and debris from the Work Area so as to ensure a finished appearance at the end of the work period. This includes removal of grass clippings from planting beds, tree rings, sidewalks, gutters, roadways, etc. No clippings or other debris will be disposed of in catch basins, storm sewers, or other drainage systems. All clippings and debris shall be disposed of off-site.

3 Cool Season Mowing and Related Maintenance

During the growing season of cool season grasses such as fescue, mowing will be performed weekly. Cool season turf will be mowed to a height of 3-4 inches. At no time shall more than one-third (1/3) of the leaf height be removed in a single mowing. Mowing frequencies may be increased as needed in order to not exceed removal of greater than one-third (1/3) of leaf height. Mowing patterns will be established and changed as needed to present the most aesthetically pleasing appearance.

Weekly mowing shall be accomplished no sooner than five (5) days and no later than seven (7) days after the prior mowing. In order to maintain proper mowing frequency, the Contractor must provide and adhere to a city-wide weekly maintenance schedule.

Before mowing, all litter and debris shall be removed from lawns, plant beds, walkways, curb/gutter, etc. Care must be taken to not inflict damage upon plants, trees, fences, or other property improvements with mowers.

All cool season turf located at City facilities and within medians, beauty strips, or other right-of-way will be aerated and overseeded in the fall when temperatures are ideal for seed germination.

The mowing operation shall include removal of grass clippings and debris from the Work Area so as to ensure a finished appearance at the end of the work period. This includes removal of grass clippings from planting beds, tree rings, sidewalks, gutters, roadways, etc. No clippings or other debris will be disposed of in catch basins, storm sewers, or other drainage systems. All clippings and debris shall be disposed of off-site.

4 Edging and String Trimming of Turf Areas

Mechanical edging of turf located along sidewalks, curbs, paved areas, plant beds, mulch rings, etc. shall be performed as follows:

- During Growing Season – Once every-other week.
- During Dormant Season – Once a month as needed or as determined by the City.

String trimming of turf shall be performed as needed for uniform turf appearance in non-mowable locations such as slopes and around obstacles such as sign posts, fences, structures, etc. **Care must be taken to not inflict damage upon plants, trees, fences, or other property improvements with trimmers or edgers.**

Debris from the edging and trimming operations will be removed from the Work Area so as to ensure a finished appearance at the end of the work period. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

5 Roadside Vegetation Control

The contractor is responsible for mowing roadside brush (woody and herbaceous vegetation such as blackberries, ragweed, and volunteer trees) within the designated Work Area. Roadside brush shall be mowed to the right-of-way line or edge of existing wooded areas. Brush must be mowed to a height of 4 inches. Woody vegetation up to 3 inches in diameter shall be included. Maintenance of these areas shall take place twice a year, during the months of February and June or as needed to clear required sightlines.

6 Weed Control

All planting beds, tree rings, shrubbery, groundcover, and hardscape areas located within the Work Area shall be kept free of weeds on a continuous basis throughout the year. Turf located at City facilities and within medians or beauty strips will also be managed for weed control.

Weed control will be accomplished through the use of pre-emergent and post-emergent herbicides as well as by hand-weeding and mechanical means. **Weeds greater than 1 inch in height must be hand-pulled or knocked down with a string trimmer and then sprayed.**

In early spring and late summer, a non-root inhibiting pre-emergent herbicide will be applied to mulched areas and planting beds.

A non-selective and/or pre-emergent herbicide will be applied at regular intervals to sidewalks, curb/gutter, concrete medians and traffic dividers, and other paved areas to control weed growth in hardscape joints and cracks.

Contractor's chemical recommendations must be approved by City Representative prior to application. Herbicides will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (Certification must be submitted to the City).

7 Shrub and Tree Pruning

Pruning in Growing Season

Timing of pruning is specific to individual plant species and should not be detrimental to blooming of each species. Contractor shall prune to remove tall shoot growth on side and top portions of plants as needed to maintain the natural form and shape of the plant.

Maximum height of required pruning is fifteen (15) feet.

Pruning cuts shall be made within the canopy of the plant, back to lateral growth. Shrubs that require shearing or selective pruning to maintain a formal appearance will be maintained per ANSI standards.

Tall shrubs and trees shall be pruned with pole pruners. Do not shear evergreen hollies such as 'Nellie R. Stevens' and 'Emily Bruner' unless otherwise directed by the City Representative. Pruning of suckers, water sprouts and low-hanging branches will be performed during regular weekly visits to maintain a clean appearance. Topping and heading cuts are strictly prohibited.

Trees and shrubs shall be pruned as needed to maintain a minimum eight (8) feet clearance above sidewalks, roadways, and parking areas. Lower branches of tree canopies shall be pruned as needed to keep them elevated to a uniform height. Shrubs and trees must also be pruned to provide required intersection sightlines. The vertical sightline window requires clearance from 30" to 8' above the roadway surface. Trees and other vegetation must also be pruned so as to maintain visibility of street signs and regulatory traffic signs within the Work Area. Contractor is responsible for reporting obstructed signs located outside of the Work Area to the City Representative.

Trees located in natural areas shall only be pruned when their growth encroaches into sidewalks, roadways, or landscape maintenance areas, in which case they shall be cut back to a distance of 5 feet behind the encroachment boundary whenever possible.

All pruning debris will be removed from the work area. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

Pruning in Dormant Season

Contractor shall perform one pruning each year on dormant plant material according to responsible horticultural guidelines; for example, recommended pruning of dormant shrubs and trees prior to spring budding.

Pruning of trees, including crape myrtles, will be limited to: removal of cross branching, sucker growth, branches not consistent with standard form, dead or diseased branches, and general thinning for good light penetration and air circulation. All pruning cuts shall be made to lateral branches and/or buds or flush with the trunk per ANSI standards and ISA standards. Topping and heading cuts are strictly prohibited. The City Representative shall be consulted prior to dormant season pruning.

All pruning debris will be removed from the work area. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

8 Perennial Plants and Groundcover Maintenance

The removal of all spent blooms, flower stalks, and drying foliage shall be performed as needed. Once a year (late winter or early spring) cutback of all spent foliage shall be performed. Application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed. Contractor's chemical recommendations must be approved by City Representative prior to application.

Any unsightly foliage from Jonquils and Daylilies shall be either removed or covered as not to distract from the overall appearance of the planting area. All remaining dead foliage of Daylilies and all Liriope shall be cut back (either manually or mechanically) in the early spring according to recommended horticultural practices.

Groundcovers will be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and resulting debris will be removed. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

9 Fertilization

Fertilization shall be performed in the spring and fall and will be based upon soil test results for turf areas and planting beds. Cost of soil testing shall be borne by the Contractor. Soil test results shall be provided to the City.

Fertilize turf areas and planting bed areas as needed per soil test results. Fertilize all trees, shrubs, and groundcovers with a product containing minor nutrients. Contractor is also responsible for maintaining soil pH levels as determined by soil test results.

Contractor's fertilizer recommendations must be approved by City Representative prior to application. All products must be applied according to the product label.

10 Pest Management

The Contractor will be responsible for the detection, monitoring and control of insects. The Contractor will be aware of potential pests and will make regular inspections of the plant material and treat as necessary. These principles will be practiced under an Integrated Pest Management (IPM) program to be submitted to the City for approval. The goal of an IPM program is to maintain insect and disease problems at acceptable levels. Contractor's IPM program must ensure frequent inspection by their on-site personnel and a safer environment through the use of less pesticide.

A preventative insecticide will be applied in early March to plants susceptible to scale, including needled Evergreens, Junipers, Euonymus, Hollies, Cherries, Oaks and Maples. Pesticides will be applied under the supervision of a certified applicator (Certification must be submitted to the City). Other applications of pesticide will only be applied as needed when pests are detected through regular inspections. Spraying operations will cover trees up to a height of 25 feet. The contractor is required to notify the City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

11 Fire Ant Control

On a weekly basis, the Contractor will monitor landscaped areas for evidence of fire ant activity. Mounds will be treated accordingly with granular insecticide and removed as needed.

12 Leaf Removal

Fallen leaves in turf areas will be removed with each mowing application when applicable. Leaves in planting beds will be removed in bulk quantities as the season dictates. No leaves will be disposed of in catch basins, storm sewers, or other drainage systems.

13 Seasonal Color Beds

Contractor is responsible for planting and maintaining seasonal color beds as identified on the *Landscape Maintenance Map*. Color beds shall be planted twice a year with 4" minimum potted plants. Contractor will be responsible for watering and fertilizing as needed to ensure vigorous plant survival throughout each planting season.

All seasonal color beds shall be maintained and manicured, including weeding and dead-heading, as needed. Dead plants shall be removed and replaced upon identification by Contractor.

14 Winter Clean-up

Weekly maintenance service includes the following general clean up each week during the winter months:

- Clean curbs/gutter and catch basin inlets of landscape debris and sediment.
- Inspect City Facilities and other areas within the Work Area for cleanliness and address any landscape maintenance issues requiring attention.

15 Pine Straw & Mulch

Unless otherwise noted, all planting beds and other mulch areas shall be mulched twice a year in spring and fall with pine straw free of foreign debris. Pine straw will be installed as required to maintain a

mulch depth of 3 inches. Pine straw thickness shall be measured two weeks after installation to compensate for settling.

Hardwood mulch shall be installed once a year within "Hardwood Mulch Zones" as indicated on the *Landscape Maintenance Map*. Hardwood mulch will be installed as required to maintain a mulch depth of 3 inches.

If old mulch accumulation will not allow for the addition of new mulch to the specified depth, Contractor will be responsible for removing old mulch to accommodate new mulch application. Mulch depths greater than specified are not permitted.

16 Stormwater Ponds (BMPs)

Contractor is responsible for maintaining City stormwater ponds or other stormwater BMPs as identified on the *Landscape Maintenance Map*. Vegetation within ponds must be maintained at a height of 4"-24". Stormwater ponds and other BMPs shall be maintained by mechanical means. The use of chemical herbicides is prohibited in City BMPs unless otherwise directed by the City Representative.

17 Litter and Debris Pick-up

Remove all litter and debris from Work Area once a week throughout the year; this includes all turf areas, planting beds, bridge overpasses, sidewalks, curb/gutter, parking lots, etc.

Contractor is permitted to use the City roll-off dumpsters located at Public Works (1790 Hembree Road) for disposal of trash, limbs, clippings, and other debris gathered during the maintenance of City right-of-ways and facilities.

The City Representative may notify contractor one week in advance of special City events in case the litter and debris pick-up schedule needs to be changed (example: special event such as road race or Taste of Alpharetta).

18 Algae Control on Pavers and Concrete Walkways

Treat brick paver and concrete walkways with fungicide as needed to prevent algae growth.

19 Clean Benches and Arbor Structures

Clean all City benches once a week by removing all leaves, branches, acorns, seed structures, or other debris that may collect on or under the benches. Benches should be completely free of debris and animal droppings.

Clean arbor structures (Old Roswell Street) once a month of all leaves, branches, acorns, seed structures, or other debris that may collect on or under the arbor structures. Arbor structures should be completely free of debris and droppings.

20 Guardrails and Bridge Structures

The ground area beneath guardrails shall be maintained by use of non-selective herbicide and pine straw mulch. Mowing and string trimming beneath guardrails is prohibited unless necessary to reestablish the mulch area. Vegetation shall be pruned as necessary to keep off of guardrails and bridge structures.

21 Fire Hydrants, Utility Poles, Light Poles, and Utility Cabinets

Vegetation shall be maintained for a minimum clearance of two (2) feet around fire hydrants, utility poles, light poles, and utility cabinets located within the Work Area.

22 Reporting of Any and All Damages

Contractors will report any and all damages noticed or caused while maintaining City right-of-ways or facilities. This includes damages to plant material, hardscapes, property improvements, vehicles, etc. Reporting shall be in writing via email to the City Representative.

GENERAL INFORMATION

- All required work is to be completed in a professional manner according to standard industry practices.
- The contractor's field employees will wear identifiable uniforms and appropriate safety equipment including safety vests (or equivalent) while performing services.
- Contractor will keep all mower blades sharp and in good condition at all times during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing shall be alternated to minimize ruts and matting.
- Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers, or pesticide applications.
- No dumping of any debris on City property or City dumpsters except as noted in Item 17 **Litter and Debris Pick-up**.
- Monthly invoices will only be processed if all weekly work reports have been submitted for the month of invoice.

END ADDENDUM

SECTION 5: COST PROPOSAL

Appendix F: Annual Maintenance Cost

Complete the attached *Landscape Maintenance Pricing Sheet*.

Appendix G: Sample Installation Cost

Complete the attached *Sample Installation Pricing Sheet*.

Note: Both Cost Sheets are also provided separately in Excel format.

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures, one (1) copy of Appendix F Landscape Maintenance Pricing Sheet, and one (1) copy of Sample Installation Pricing Sheet shall be submitted in a sealed opaque envelope within the Original Copy of the technical RFP proposal response. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Ruppert Landscape

ADDRESS 4425 Lilburn Industrial Way Lilburn GA 30047

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) Stephen DeWeese

Area Manager

CONTACT INFO: PHONE NUMBER 404-569-4516

CONTACT INFO: E-MAIL ADDRESS sdeweese@ruppertcompanies.com

City of Alpharetta RFP 17-103
Landscape Maintenance Pricing Sheet

Firm

Name: **Ruppert Landscape**

Return as instructed in Section 5

RIGHT OF WAY MAINTENANCE	
General Maintenance: mowing, pruning, weeding, etc	
Annual Cost:	\$145,816.00
Pine Straw Mulch	
Quantity of bales (bale size = 14"x14"x28"):	Quantity 5343.00
Annual Cost:	\$37,401.00
Hardwood Mulch	
Quantity of CY:	Quantity 310.00
Annual Cost:	\$20,150.00
Sub Total	
	\$203,367.00
BRUSH MOWING	
Semi-Annual Mowing of Brush Along Roadways	
Annual Cost:	\$8,164.00
Sub Total	
	\$8,164.00
FACILITY MAINTENANCE	
General Maintenance: mowing, pruning, weeding, etc	
Annual Cost:	\$93,684.00
Pine Straw Mulch	
Qty of bales (bale size = 14"x14"x28"):	Quantity 2035.00
Annual Cost:	\$14,245.00
Seasonal Color	
SF of Bed Area:	Quantity 372.00
Annual Cost:	\$4,103.00
Sub Total	
	\$112,032.00
STORMWATER POND MAINTENANCE	
Vegetation Maintenance within City Stormwater Ponds	
Annual Cost:	\$6,400.00
Sub Total	
	\$6,400.00
TOTAL ANNUAL COST	
	\$329,963.00

Sample Installation Pricing Sheet - City of Alpharetta RFP 17-103

Firm Name: **Ruppert Landscape**

Return as instructed in Section 5: Provide costs to install the following items. Assume installation takes place in the median of a 4-lane roadway. Costs to include labor, traffic control, grading/bed preparation, topsoil, 3" pinestraw mulch, staking, watering bags, etc. but EXCLUDES price of plant material.

Item	Qty	Per Unit Price
4" Caliper deciduous overstory tree	1	\$ 426.00
4" Caliper deciduous overstory tree	10	\$ 292.00
4" Caliper deciduous overstory tree	50	\$ 275.00
6" Caliper deciduous overstory tree	1	\$ 507.00
6" Caliper deciduous overstory tree	10	\$ 373.00
6" Caliper deciduous overstory tree	50	\$ 360.00
12' Height evergreen tree, full to ground	1	\$ 424.00
12' Height evergreen tree, full to ground	10	\$ 289.00
12' Height evergreen tree, full to ground	50	\$ 275.00
12' Height multi-trunk deciduous tree	1	\$ 362.00
12' Height multi-trunk deciduous tree	10	\$ 227.00
12' Height multi-trunk deciduous tree	50	\$ 215.00
3 Gallon evergreen shrub	10	\$ 23.80
3 Gallon evergreen shrub	50	\$ 13.80
3 Gallon evergreen shrub	150	\$ 10.60
7 Gallon evergreen shrub	5	\$ 47.45
7 Gallon evergreen shrub	25	\$ 25.85
7 Gallon evergreen shrub	75	\$ 18.50
4" Pot groundcover	18	\$ 9.50
4" Pot groundcover	180	\$ 2.30
4" Pot groundcover	900	\$ 1.40
1 Gallon groundcover	25	\$ 8.60
1 Gallon groundcover	150	\$ 4.10
1 Gallon groundcover	500	\$ 3.00
4" Pot annual	18	\$ 10.60
4" Pot annual	360	\$ 2.10
Watering 50 trees, 2x/week for 6 months	1	\$ 6,760.00
20' Roll of 18" ht. polyethylene root barrier	1	\$ 24.70
20' Roll of 18" ht. polyethylene root barrier	50	\$ 5.25
Install 100 SF of brick pavers on 4" concrete base	1	\$ 7,800.00