



City Council Meeting DECEMBER 5, 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. PERSONNEL
 - A. Consideration Of New Director Of Public Safety
- V. BOARD AND COMMISSION APPOINTMENTS
 - A. Recreation Commission: Kevin Johnson
- VI. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 11-14-2016)
 - B. Alcoholic Beverage License Applications
 - C. Financial Management Report: Month Ending October 31, 2016
- VII. OLD BUSINESS
 - A. PH-16-08 Unified Development Code - Text Amendments (2nd Reading)
Consideration of text amendments to the Unified Development Code including Spa Services, North Point Activity Center Guidelines, as well as other amendments.
 - B. PH-16-12 Tree and Landscape Ordinance Amendments (2nd Reading)
- VIII. NEW BUSINESS
 - A. City Center: Consideration of Master Declaration Agreement (Resolution)
 - B. Downtown Sculpture Project: Recommendation To Commission Sculptures
 - C. Fiscal Year 2017 T-SPLOST Budget Amendment (1st Reading)
 - D. Wills Park Batting Pavilion, ITB 17-001
 - E. Dangerous Driving Education Program
 - F. Fire Engine Acquisitions: Replacement Of Fire Engines #8476/#8477 And Fire Ladder Truck #8414 (Resolution)
- IX. PUBLIC COMMENT
- X. REPORTS
- XI. ADJOURNMENT TO EXECUTIVE SESSION



I, Kevin Johnson, do accept appointment to the Alpharetta Recreation Commission and do solemnly swear that I will faithfully perform the duties and responsibilities with which I have been charged, that I will conduct the duties of this office in the best interests of the citizens and community, and that I will abide by the Charter and Codes of the City of Alpharetta, Georgia.

Kevin Johnson

Sworn before me this _____ day of
_____, 2016

C. Sam Thomas, City Attorney

ATTEST: _____
Coty Thigpen, City Clerk



OFFICIAL MINUTES OF PUBLIC HEARING AND COUNCIL MEETING ON

NOVEMBER 14, 2016
CITY HALL – 2 PARK PLAZA
6:30 PM

Official Minutes

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

I. CALL TO ORDER

- Mayor Belle Isle called the meeting to order at 6:30 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
 - Mike Perry, Director of Recreation and Parks
 - Lisa Gurganus, Deputy Director of Recreation and Parks
 - David Shostak, City Arborist
 - Peter Tokar, Director of Economic Development
 - Gary George, Director of Public Safety

- Tom Harris, Director of Finance
- Coty Thigpen, City Clerk
- Sam Thomas, City Attorney

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)

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

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.

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.

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

- Director of Community Development, Kathi Cook, came forward to present on behalf of staff
- 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.
- 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.
 - 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 park and consists primarily of hardwoods. Detention will be handled through a regional detention facility for the Cousins Westside Master Plan properties.
- According to the concept plan, the 6.0-acre public park is proposed as a tiered design with large tree save area, open lawns, trails, and seating areas. In addition, the applicant proposes landscaping, a pavilion, seating areas with benches, entry features, retaining walls, and several art/sculpture locations. On-street parking to accommodate the public park is provided along Encore Parkway
- The site plan depicts approximately 2.17 acres (11% of the property) of private amenity and open space throughout the proposed development. The 0.53-acre amenity area includes a pool and cabana, open lawn, and parking. An entry green and feature pond flank each side of the main project entrance road on Westside Parkway.
- The applicant provided renderings of the three (3) residential product types, which are English Cottage architectural style. The primary building material is brick and stone with some elevations including a mix of siding and shake. According to the applicant, the development will have approximate unit size and price points as follows:
 - Townhomes – 2,800 – 3,100 SF, Average price mid \$400,000
 - Manor Homes – 900 – 1,400 SF, Average price mid \$200,000
 - Single-Family Detached – 2,700 – 3,200 SF, Average price mid \$500,000
- The applicant submitted trip generation figures for the proposed development and the existing entitlements for Pod F. 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.
- 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.
- 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.
- 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.
- 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.
- 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)
- The applicant came forward for a brief presentation

Public Comment

- Priscilla Karen, 1955 Nocturne Dr, Alpharetta, GA, came forward to speak on this item in favor
- ❖ Council Member Kennedy offered a motion to approve MP-16-12/CLUP-16-06 Cousins Westside Pod F subject to 27 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.
 - 2) Property shall be developed substantially as depicted on the zoning plan prepared by Christopher Planning & Engineering, dated 11/11/2016 (the "Zoning Plan").
 - 3) Development shall be gated. Pedestrian access to the public park shall be unrestricted and shall be restricted to the development as shown on Zoning Plan.
 - 4) 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.
 - 5) Residential units along Westside Parkway and on lots 30-32 and 37-40 along Encore Parkway shall face or appear to face those roadways and shall include pedestrian connections to the public sidewalk as approved by Staff.
 - 6) Decks visible from the public right-of-way or the public park shall be stained or painted (no unfinished wood) as approved by Staff.
 - 7) A non-signalized pedestrian crosswalk, consisting of paver material, shall be provided on Encore Parkway between the development and Verizon Wireless Amphitheatre as approved by Staff.
 - 8) Internal roads shall include a minimum 5' sidewalk, minimum 4' planting area with street trees, and pedestrian scale lighting.
 - 9) Internal roads and alleys shall be 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.
 - 10) All residential units and public park shall connect to the public sidewalk system.

- 11) The private roadway along the corner of Lot 30 closest to Encore Parkway and along Lot 29 shall be screened from Encore Parkway and the public park as more particularly shown on the Westside Park Conceptual Rendering prepared by Pollock & Associates dated 11/11/16, a copy of which is attached as Exhibit B (the "Park Plan"). Additionally, a varied width undisturbed and/or replanted buffer (a minimum 10' to 25' on-site) 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 on the fire station property off-site. Side and rear setbacks may be included within the buffer. All the above as approved by Staff.
- 12) A 15' landscape buffer shall be provided along the north property line adjacent to Westside Commons and shall consist of an evergreen screen.
- 13) 20' landscape strips shall be required along Westside Parkway and Encore Parkway.
- 14) Decorative landscaping and one entrance monument shall be provided at each vehicular project entrance.
- 15) Decorative pedestrian lights shall be incorporated throughout the development and public park.
- 16) Developer shall dedicate 6.0-acres as identified on the Zoning Plan to the City for a public park. Prior to dedication, Developer shall make the following improvements to the park, as generally depicted on the Park Plan: clearing and grading, trail installation, flat lawn, a minimum 3 seating areas with benches, landscaping, pedestrian lighting, and on-street parking on Encore Parkway. 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 fee credits shall be provided on a dollar for dollar basis to the Developer for all improvements by Developer within the public park, less the land value of 0.5 acres. No credits shall be provided for land value.
- 17) Site shall be graded in a series of tiers, including grading in areas where Developer is constructing residential improvements, streets, sidewalks and private amenity areas, with cut and fill in such areas as necessary to balance and install infrastructure to support the development as approved by Staff.
- 18) A minimum 10% of the property shall be developed for useable open and amenity space as depicted on the Zoning Plan, which may include a dog walk, trails, clubhouse, pool, and/or recreation field area.
- 19) Driveways shall provide a minimum 18' between garage and back of sidewalk.
- 20) 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.
- 21) Applicant shall save trees shown to be saved on the Park Plan, as well as street trees along Westside Parkway and Encore Parkway where not impacted by the installation of on-street parking, as approved by Staff.
- 22) Fencing visible from Westside Parkway and Encore Parkway shall be wrought iron style decorative aluminum as approved by Staff.
- 23) The developer shall be required to secure a signed acknowledgement from each initial residential buyer 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.
- 24) Off-site tree encroachment shall be limited to no more than 20% on the critical root zone and shall require notification by property owner, as approved by administrative variance.
- 25) Transportation impact fee credits shall be provided on a dollar for dollar basis for transportation system improvements adjacent to and within the Park, including, without limitation, the crosswalk across Encore Parkway, on-street parking, sidewalk and streetscape improvements along Encore Parkway and access ways to the public park.
- 26) 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.
- 27) To the extent of any conflict between these conditions and prior Master Plan conditions or Cousins Westside Design Criteria, these conditions control. Additionally, these conditions supersede and replace in their entirety the original conditions applicable to Master Plan Pod (or Parcel) F.

❖ A second was offered by Council Member Owens with the following amendments:

- Strike Condition 15
- Accepted by Kennedy

- Condition 16- strike "ADA" and replace with "Reasonably accessible path subject to staff approval. Must be accommodated within the park from the on-street parking at Encore Parkway to a seating area in the park near the open lawn."
- Accepted by Kennedy
- Condition 16- strike "less the land value of 0.5 acre"
- Accepted by Kennedy
- Condition 20 – strike the phrase "including the public park".
- Accepted by Kennedy
- Mayor Belle Isle offered a substitute motion with all of the conditions and amendments referenced above, but remove the ability to have a hotel on this property.
- The substitute motion was seconded by Council Member Binder
- Motion withdrawn
- Withdrawal agreed to by Binder
- The original motion is on the table
- The motion was approved 7-0

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

- City Arborist, David Shostak, came forward to present this item
- 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.
- 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 has 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 Vender 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.
- City Attorney, Sam Thomas, read the summary Ordinance into the record

Public Comment

- Howard Salk, 125 Lake Windward Landing, came forward to speak in favor of this item

❖ Council Member Kennedy offered a motion to approve the Ordinance

- The motion received a second from Council Member Gilvin
- The motion was approved 7-0

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.

- Senior Planner, Michael Woodman, came forward to present this item on behalf of staff
- City Attorney, Sam Thomas, read the summary Ordinance into the record

Public Comment

None

❖ Council Member Kennedy offered a motion to approve the Ordinance

- The motion received a second from Council Member Mitchell
- The motion was approved 7-0

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.

❖ Council Member Mitchell offered a motion to remove this item from the table

- The motion received a second from Council Member Owens
- The motion was approved 7-0

- Director of Finance, Tom Harris, came forward to present this item on behalf of staff
- Staff is requesting that Council 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.
- 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.

Public Comment
None

- ❖ Council Member Mitchell offered a motion to allow 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.
 - The motion received a second from Council Member Owens
 - The motion was approved 6-0; Kennedy absent

VIII. NEW BUSINESS

A. City Project Management Services, RFQ 17-1007

- ❖ *Council Member Kennedy returned to the meeting*
- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff requests that Council award RFQ 17-1007 for City Project Management Services to Atkins North America, Inc. and authorize the Mayor to execute all necessary documents.
- 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.

- 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.

Public Comment

None

- ❖ Council Member Owens offered a motion to award RFQ 17-1007 for City Project Management Services to Atkins North America, Inc. and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Kennedy
 - The motion was approved 7-0

B. On-Call Storm Structure and Drainage Repairs

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff requests that Council consider awarding 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.
- 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.

Public Comment

None

- ❖ Council Member Owens offered a motion to award RFP No. 16-109 to Butch Thompson Enterprises, Inc., for On-Call Storm Structure and Drainage Repairs and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Gilvin
 - The motion was approved 7-0

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

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff is requesting that Council 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.
- 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.

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.

Public Comment

None

- ❖ Council Member Binder offered a motion to Council 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.
 - The motion received a second from Council Member Owens
 - The motion was approved 7-0

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

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff

- Staff recommends that Council 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.
- 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.

Public Comment

- ❖ Council Member Owens offered a motion to award RFP No. 17-103 to Ruppert Landscapes for the facilities and right-of-way contract and the on-call landscaping installation contract and authorize the Mayor to execute all necessary documents.
 - The motion received a second from Council Member Merkel
 - The motion was approved 7-0

IX. PUBLIC COMMENT

None

X. REPORTS

- Council Member Binder announced that the Department of Recreation and Parks won the GRPA Agency of the Year
- Council Member Gilvin announced an appointment to the Natural Resource Commission –Kate Tennison
- Mayor Belle Isle announced that the North Fulton Mayor's Association made the following appointments to the MARTA Board: Freda Hardage (4 year term), Al Pond (2 year term)
- Council Member Owens announced that the TSPLOST referendum passed and as a result, staff will bring forward a budget revision in December to assist the Department of Public Works in getting some of the related projects started
- Council Member Owens also announced that Encore Parkway Bridge will be open for the Holiday shopping season

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Mayor Belle Isle adjourned the meeting at 8:25 p.m.

Respectfully Submitted,



Coty Thigpen, City Clerk



CITY COUNCIL MEETING AGENDA ITEM ROUTING FORM

DEPARTMENT DIRECTOR: COTY THIGPEN
PREPARED BY: LYN KENNEDY
COUNCIL MEETING DATE: December 5, 2016
AGENDA ITEM TITLE: ALCOHOL LICENSE APPLICATIONS

CHECK ONE: ☐ BUSINESS ☒ CONSENT ☐ PUBLIC HEARING ☐ WORKSHOP

After approval by the director of the submitting department, please attach this form to your report and related / supporting items and route the full packet to the following departments in the order listed below. The initiating department is responsible for obtaining all necessary signatures prior to submittal of the report to the City Clerk; however, each reviewer is asked to forward the packet to the next reviewer following approval. All items must be received by the City Clerk a minimum of ten (10) business days before the scheduled Council Meeting.

DEPARTMENT	DATE IN	DATE OUT	APPROVED Yes / No		INITIAL
INFORMATION TECHNOLOGY ¹	_____	_____	☐ YES	☐ NO	_____
PUBLIC WORKS ²	_____	_____	☐ YES	☐ NO	_____
FINANCE	_____	_____	☐ YES	☐ NO	_____
CITY ATTORNEY	_____	_____	☐ YES	☐ NO	_____
CITY CLERK	_____	_____	☐ YES	☐ NO	_____
ASSISTANT CITY ADMINISTRATOR	_____	_____	☐ YES	☐ NO	_____
CITY ADMINISTRATOR	_____	_____	☐ YES	☐ NO	_____

¹ Required of all items involving software, computer systems, network resources, communication devices, etc.

² Required of all items involving facilities, infrastructure, etc.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: City Clerk
SUBMITTED BY: Coty Thigpen
DRAFTED BY: Lyn Kennedy

I. AGENDA ITEM TITLE: ALCOHOL LICENSE APPLICATIONS

II. RECOMMENDATION:

Staff recommends approval of referenced alcohol license applications

III. BUDGET IMPLICATIONS: NONE

IV. REPORT IN BRIEF:

On November 17 and December 1, 2016 two separate hearings were conducted for the following applications:

- | | |
|-------------|---|
| PH-16-AB-27 | Café Intermezzo Avalon, LLC, /b/a Café Intermezzo
Consumption on Premises – Liquor, beer & wine – Sunday sales |
| PH-16-AB-28 | Divi, LLC, d/b/a Taco Fiesta
Consumption on Premises – Liquor, beer & wine – Sunday sales |
| PH-16-AB-29 | Kyong & Edward, Inc. d/b/a Little Tokyo
Consumption on Premises – Beer & Wine – Sunday sales |
| PH-16-AB-30 | Jae Sae, LLC, d/b/a NATSU
Consumption on Premises – Liquor, beer & wine – Sunday sales |

No member of the public came forward to speak against any of the applications.

Prior to the Public Hearings, Staff conducted the required background checks and reviews; and found no issues or circumstances in conflict with the Ordinance as defined in the City Codes. As such, Staff recommends approval.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

- Agendas



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

*DATE: DECEMBER 1, 2016
TIME: 3:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS*

AGENDA

*I. Call to order
II. License Applications:*

*A. PH-16-AB-29 Kyong & Edward, Inc
d/b/a Little Tokyo
5815 Windward Parkway
Suite 209
Alpharetta, Ga. 30005

Consumption on Premises
Beer & Wine - Sunday Sales

Owner: Kyong & Edward, Inc.
Registered Agent: Kyong Hui Park*

*B. PH-16-AB-30 Jae Sae, LLC
d/b/a NATSU
3070 Windward Plaza
Suite X1
Alpharetta, Ga. 30005

Consumption on Premises
Liquor, Beer & Wine - Sunday Sales

Owner : Jae Sae, LLC
Registered Agent : Joshua Jay-Hong Min*

III. Adjournment



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

DATE: November 17, 2016
TIME: 3:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS

AGENDA

*I. Call to order
II. License Applications:*

*A. PH-16-AB-27 Café Intermezzo Avalon, LLC
d/b/a Café Intermezzo
100 Avalon Blvd.
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner: Café Intermezzo Avalon, LLC
Registered Agent: Brian J. Olson*

*B. PH-16-AB-28 Divi, LLC
d/b/a Taco Fiesta
3055 North Point Pky.
Suite 100-200
Alpharetta, Ga. 30005*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner : Divi, LLC
Registered Agent : Diana Guevara*

III. Adjournment



City Council Meeting STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING OCTOBER 31, 2016

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending October 31, 2016 (period 4 of Fiscal Year 2017).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

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

In addition, this report includes:

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

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Reports (October 2016)

Financial Management Reports



for the month ending
October 31, 2016
(Period 4 of 12 - unaudited)

Financial Management Reports

Fiscal Year 2017

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2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*
DATE: DECEMBER 5, 2016
RE: FINANCIAL MANAGEMENT REPORTS AS OF OCTOBER 31, 2016

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending October 31, 2016.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year (FY) 2016. The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2017 revenues are budgeted at \$62 million (net of Carryforward Fund Balance totaling \$6 million). As of October 31, 2016, actual revenue collections total 26% or \$15.7 million.

Early collection trends indicate a net gain over budget of \$1.2 million. The revenue account detail is as follows:

• Insurance Premium Taxes:	\$ 228,813
• Building Permit Fees:	650,000
• Court Fines:	175,000
• Hotel Taxes (City portion):	375,000
• Motor Vehicle Title Fee:	(250,000)
• Other:	<u>9,578</u>

Estimated Gain: \$1,188,391

The FY 2017 budget for current year property taxes (non-motor vehicle) totals \$19.9 million and is based on a billable digest of \$4.4 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2016 based on staff forecasts of property values/appeals.

The actual digest for FY 2017, as provided by the Fulton County Board of Assessors, currently totals \$4.6 billion (net of all exemptions/motor vehicle values). This digest figure will be reduced through property tax appeals

MAYOR
DAVID BELLE ISLE

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

CITY ADMINISTRATOR
ROBERT J. REGUS

but the city will not know the full extent until after subsequent appeal data is provided by the Fulton County Board of Tax Assessors.

As it is still early, the budgetary estimate for FY 2017 property tax collections will remain at \$19.9 million pending collection data and appeal write-down trends.

Insurance Premium Tax collections total \$3.6 million in FY 2017 and represent an 8% increase over FY 2016 collections of \$3.3 million.

Building Permit Fee collections is trending 5% higher than FY 2016 and is conservatively estimated to total \$2 million by year-end (\$2.5 million was collected in FY 2016) which is \$650,000 greater than budget. Building permit fee collections are variable but will likely exceed the estimate for FY 2017 and will be adjusted accordingly in future reports. Growth is being driven through an increase in the underlying number/value of permits.

Municipal Court Fine collections is trending 11% higher than FY 2016 and is estimated to total \$2.2 million by year-end (\$2.2 million was collected in FY 2016).

Motor Vehicle Title Tax (TAVT) collections is trending lower than FY 2016 (\$1.1 million was collected in FY 2016) and is estimated to total \$750,000 by year-end (non-standard revenue collection as it is dependent upon vehicle sales) which is \$250,000 less than budget. Main driver includes a revision in the TAVT formula that reduces the local share from 45% to 41% pursuant to the underlying legislation.

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

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

As of October 31, 2016, city departments (not including General Government¹) have encumbered and expensed 38%, or \$20.8 million, of their FY 2017 budget appropriations.

Contingency: The General Fund contingency balance as of October 31, 2016 totals \$556,663.

Special Revenue Funds (large funds only)

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

Hotel/Motel Fund: FY 2017 revenues are budgeted at \$6 million (net of carryforward fund balance totaling \$950,566) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$2.6 million); Convention Center (18.75% or \$775,630 for debt service on the Series 2016 Convention Center Bonds and \$349,370 for debt service reserve); and the city (37.5% or \$2.3 million). Total debt service reserve funding from the Convention Center portion of the tax currently approximates \$1.3 million (includes current year appropriations and a carryforward of the prior year reserve balance). As of October 31, 2016, the city has

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

collected 31% or \$1.8 million (three months of collections). All collections have been distributed to the participating entities based on their proportionate share.

Hotel Tax collections is trending higher than FY 2016 and is estimated to total \$7 million by year-end (\$6.4 million was collected in FY 2016) which is \$1,000,000 greater than budget.

E-911 Fund: FY 2017 revenues are budgeted at \$3.7 million (net of carryforward fund balance totaling \$1.5 million for capital initiatives and reserve balances in excess of the 16% Emergency Reserve designation). As of October 31, 2016, the city has collected 26% or \$946,968 (3 months of collections including the 1st quarterly payment under the Milton IGA).

Expenditures/encumbrances during the same time period total \$2.5 million and represent general operations, blanket purchase orders that will sustain operations/capital initiatives throughout the year, and one-time capital initiatives. There are no budget variances anticipated at this time.

Debt Service Fund

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

FY 2017 revenues are budgeted at \$5.5 million (net of carryforward fund balance totaling \$814,052). As of October 31, 2016, actual revenue totaled 13% of budget (\$719,645) and will remain low until property tax collections in December.

The FY 2017 budget for current year property taxes (non-motor vehicle) totals \$5.5 million and is based on a billable digest of \$4.9 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2016 based on staff forecasts of property values/appeals.

The actual digest for FY 2017, as provided by the Fulton County Board of Assessors, currently totals \$5.1 billion (net of all exemptions/motor vehicle values). This digest figure will be reduced through property tax appeals but the city will not know the full extent until after subsequent appeal data is provided by the Fulton County Board of Tax Assessors.

As it is still early, the budgetary estimate for FY 2017 property tax collections will remain at \$5.5 million pending collection data and appeal write-down trends.

Grant Funds

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

Operating Grant Fund (Fund 220): Available funding totals \$119,292 and represents unencumbered/unspent project appropriations of \$81,290 and an unallocated reserve for future projects (grant matches) of \$38,002.

Capital Grants Fund (Fund 340): Available funding totals \$766,260 and represents unencumbered/unspent capital project appropriations of \$554,537 and an unallocated reserve for future capital projects (grant matches) of \$211,723.

Capital Project Funds

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

General Capital Project Fund (Fund 301): Available city funding totals \$11.3 million and represents unencumbered/unspent capital project appropriations of \$10.2 million and an unallocated reserve for future capital projects of \$1 million.

Available ABC (Alpharetta Business Community) funding totals \$300,150 and represents unencumbered/unspent capital project appropriations (sidewalk connectivity).

Stormwater Capital Fund (Fund 302): Available funding totals \$699,711 and represents unencumbered/unspent capital project appropriations.

Conference Center Bond Fund (Fund 316): This fund accounts for proceeds of the Development Authority of Alpharetta Revenue Bonds, Series 2016 (Alpharetta Conference Center Project). Design and construction related phases are fully encumbered and the bond issuance costs have been spent.

Parks and Transportation Bond Fund (Fund 317): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2016. Available funding totals \$50.5 million and represents unencumbered/unspent capital project appropriations.

Enterprise Fund

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

Solid Waste Fund: FY 2017 revenues are currently budgeted at \$3.3 million (net of carryforward fund balance totaling \$593,989 constituting reserve balances in excess of the 16% Emergency Reserve designation). As of October 31, 2016, the city has collected \$1.7 million which represents the 1st-2nd quarter billings and associated investment earnings. Expenditures/encumbrances during the same time period total \$3.2 million and represent general operations and blanket purchase orders (e.g. sanitation hauler) that will sustain operations throughout the year. There are no budget variances anticipated at this time.

Other Items

Council Member Stipend Activity Listing: The FY 2017 budget includes appropriations of \$9,000 for the Mayor and \$5,000 for each City Council Post and the available balances as of October 31, 2016 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: David Belle Isle	\$ 9,000	\$ 346	\$ 8,654
Post #1: Donald Mitchell	\$ 5,000	\$ 173	\$ 4,827
Post #2: Mike Kennedy	\$ 5,000	\$ 492	\$ 4,508
Post #3: Chris Owens	\$ 5,000	\$ -	\$ 5,000
Post #4: Jim Gilvin	\$ 5,000	\$ 864	\$ 4,136
Post #5: Jason Binder	\$ 5,000	\$ -	\$ 5,000
Post #6: Dan Merkel	\$ 5,000	\$ 888	\$ 4,112

Development Authority² (Component Reporting Unit)

The following section pertains to information detailed within the attached Alpharetta Development Authority Financial Statements.

As of October 31, 2016, the Development Authority has \$63,808 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

Other reports included with this packet are as follows:

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

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 For the month ended October 31, 2016

	Current Fiscal Year					Prior Fiscal Year		
	2017 Budget	2017 YTD	% Collected	2017 Estimated	Variance	2016 Actual	2016 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 19,900,000	\$ 2,493,547	12.5%	\$ 19,900,000	\$ -	\$ 20,393,409	\$ 3,042,824	14.9%
Delinquent	259,000	103,040	39.8%	259,000	-	404,543	62,725	15.5%
Motor Vehicle Tax	250,000	79,058	31.6%	250,000	-	390,577	113,072	28.9%
Motor Vehicle Title Fee	1,000,000	209,531	21.0%	750,000	(250,000)	1,132,961	364,875	32.2%
Local Option Sales Tax	15,100,000	3,772,138	25.0%	15,100,000	-	14,953,985	3,823,655	25.6%
Franchise Tax	6,725,000	423,793	6.3%	6,725,000	-	6,630,390	359,434	5.4%
Insurance Premium Tax	3,360,000	3,588,813	106.8%	3,588,813	228,813	3,313,175	3,313,175	100.0%
Alcohol Beverage Excise Tax	2,015,000	514,635	25.5%	2,015,000	-	2,053,173	505,798	24.6%
Building Permit Fees	1,350,000	840,191	62.2%	2,000,000	650,000	2,542,159	802,247	31.6%
Business and Occupational Tax	950,000	41,881	4.4%	950,000	-	1,112,259	38,117	3.4%
Municipal Court Fines	2,025,000	891,373	44.0%	2,200,000	175,000	2,198,202	802,930	36.5%
Recreation/Special Event Fees	2,423,900	769,977	31.8%	2,426,035	2,135	2,678,423	763,783	28.5%
Hotel/Motel Tax (City portion)	2,250,000	688,077	30.6%	2,625,000	375,000	2,429,994	532,358	21.9%
subtotal	\$ 57,607,900	\$ 14,416,054	25.0%	\$ 58,788,848	\$ 1,180,948	\$ 60,233,250	\$ 14,524,992	24.1%
Other Revenues	4,087,517	1,333,014	32.6%	4,094,960	7,443	4,848,356	1,288,430	26.6%
Total Revenues	\$ 61,695,417	\$ 15,749,069	25.5%	\$ 62,883,808	\$ 1,188,391	\$ 65,081,606	\$ 15,813,422	24.3%
Carryforward Fund Balance	6,067,830							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 For the month ended October 31, 2016

	Current Fiscal Year						Prior Fiscal Year		
	2017 Budget	2017 Encumbrances	2017 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2016 Exp. (Total)	2016 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 360,977	\$ 926	\$ 106,586	\$ 253,465	29.8%	29.5%	\$ 321,095	\$ 114,129	35.5%
City Administration	2,037,438	39,263	668,865	1,329,310	34.8%	32.8%	1,890,792	704,470	37.3%
Finance	3,199,142	132,003	1,283,504	1,783,635	44.2%	40.1%	3,087,059	1,307,264	42.3%
City Attorney	650,000	-	-	650,000	0.0%	0.0%	726,165	201,880	27.8%
Information Technology	1,599,441	18,799	573,616	1,007,026	37.0%	35.9%	1,520,628	549,215	36.1%
Human Resources	401,756	14,446	99,714	287,596	28.4%	24.8%	393,603	108,176	27.5%
Municipal Court	1,092,257	160,708	344,409	587,140	46.2%	31.5%	955,841	349,942	36.6%
Public Safety	26,494,513	700,036	9,228,342	16,566,135	37.5%	34.8%	24,672,611	9,168,510	37.2%
Public Works	7,887,543	404,388	2,351,596	5,131,559	34.9%	29.8%	7,364,018	2,442,162	33.2%
Recreation & Parks	8,735,971	1,095,224	2,884,665	4,756,082	45.6%	33.0%	8,127,231	2,839,529	34.9%
Community Development	2,727,412	56,439	682,105	1,988,868	27.1%	25.0%	2,345,022	810,010	34.5%
subtotal	\$ 55,186,450	\$ 2,622,234	\$ 18,223,403	\$ 34,340,813	37.8%	33.0%	\$ 51,404,064	\$ 18,595,288	36.2%
General Government:									
Non-Departmental	\$ 45,000	\$ -	\$ 10,000	\$ 35,000	22.2%	22.2%	\$ 45,000	\$ 10,000	22.2%
Conv. Ctr Bonds Reserve	450,000	-	-	450,000	0.0%	0.0%	-	-	-
Insurance Premiums (Risk)	640,000	-	213,333	426,667	33.3%	33.3%	607,000	202,333	33.3%
Gwinnett Tech Bond P&I	286,940	-	58,470	228,470	20.4%	20.4%	290,340	60,170	20.7%
Transfer(s) to other Funds	10,549,857	-	3,516,619	7,033,238	33.3%	33.3%	8,943,236	2,981,079	33.3%
Contingency	605,000	21,477	26,861	556,663	8.0%	4.4%	84,663	5,567	6.6%
subtotal	\$ 12,576,797	\$ 21,477	\$ 3,825,283	\$ 8,730,037	30.6%	30.4%	\$ 9,970,239	\$ 3,259,149	32.7%
Total Expenditures	\$ 67,763,247	\$ 2,643,710	\$ 22,048,686	\$ 43,070,850	36.4%	32.5%	\$ 61,374,304	\$ 21,854,436	35.6%



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CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
For the month ended October 31, 2016

	Current Fiscal Year						Prior Fiscal Year		
	2017 Budget	2017 Encumbrances	2017 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2016 Exp. (Total)	2016 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	\$ 25,115,692	\$ -	\$ 7,382,706	\$ 17,732,986	29.4%	29.4%	\$ 24,084,319	\$ 7,515,369	31.2%
Overtime	1,045,000	-	372,738	672,262	35.7%	35.7%	1,174,251	385,687	32.8%
Group Insurance	7,573,002	-	2,465,411	5,107,591	32.6%	32.6%	6,528,813	2,432,565	37.3%
FICA and Social Security	1,997,108	-	558,060	1,439,048	27.9%	27.9%	1,812,614	562,103	31.0%
Defined Benefit Pension	2,387,665	-	2,387,665	-	100.0%	100.0%	2,276,470	2,276,470	100.0%
401(A) Retirement/Match	1,532,671	-	535,740	996,931	35.0%	35.0%	1,481,319	520,347	35.1%
(2) Other	741,126	-	249,768	491,358	33.7%	33.7%	778,040	240,471	30.9%
subtotal	\$ 40,392,264	\$ -	\$ 13,952,087	\$ 26,440,177	34.5%	34.5%	\$ 38,135,826	\$ 13,933,013	36.5%
Maintenance & Operations:									
Professional Services	\$ 2,319,533	\$ 830,381	\$ 694,838	\$ 794,313	65.8%	30.0%	\$ 2,194,742	\$ 660,100	30.1%
Legal Services	650,000	-	-	650,000	0.0%	0.0%	726,165	201,880	27.8%
Vehicle Fuel/Maintenance	1,134,026	-	264,068	869,958	23.3%	23.3%	888,211	308,542	34.7%
Maintenance Contracts	2,262,552	814,103	411,318	1,037,131	54.2%	18.2%	1,694,974	472,517	27.9%
IT Professional Services	1,396,932	478,697	646,165	272,070	80.5%	46.3%	1,297,004	655,742	50.6%
General Supplies	992,601	136,098	282,822	573,680	42.2%	28.5%	950,800	346,221	36.4%
Utilities	2,631,350	5,088	624,016	2,002,246	23.9%	23.7%	2,482,835	671,964	27.1%
Other	2,637,849	357,866	688,030	1,591,953	39.6%	26.1%	2,423,265	798,023	32.9%
subtotal	\$ 14,024,843	\$ 2,622,234	\$ 3,611,257	\$ 7,791,352	44.4%	25.7%	\$ 12,657,996	\$ 4,114,988	32.5%
Capital:									
OSSI/Fire Truck Leases	\$ 521,773	\$ -	\$ 471,769	\$ 50,004	90.4%	90.4%	\$ 355,747	\$ 355,747	100.0%
Software Leases	185,570	-	185,568	2	100.0%	100.0%	183,696	183,696	100.0%
Other	62,000	-	2,723	59,277	4.4%	4.4%	70,799	7,844	11.1%
subtotal	\$ 769,343	\$ -	\$ 660,059	\$ 109,284	85.8%	85.8%	\$ 610,242	\$ 547,287	89.7%
General Government:									
Non-Departmental	\$ 45,000	\$ -	\$ 10,000	\$ 35,000	22.2%	22.2%	\$ 45,000	\$ 10,000	22.2%
Conv. Ctr Bonds Reserve	450,000	-	-	450,000	0.0%	0.0%	-	-	-
Insurance Premiums (Risk)	640,000	-	213,333	426,667	33.3%	33.3%	607,000	202,333	33.3%
Gwinnett Tech Bond P&I	286,940	-	58,470	228,470	20.4%	20.4%	290,340	60,170	20.7%
Transfer(s) to other Funds	10,549,857	-	3,516,619	7,033,238	33.3%	33.3%	8,943,236	2,981,079	33.3%
Contingency	605,000	21,477	26,861	556,663	8.0%	4.4%	84,663	5,567	6.6%
subtotal	\$ 12,576,797	\$ 21,477	\$ 3,825,283	\$ 8,730,037	30.6%	30.4%	\$ 9,970,239	\$ 3,259,149	32.7%
Total Expenditures	\$ 67,763,247	\$ 2,643,710	\$ 22,048,686	\$ 43,070,850	36.4%	32.5%	\$ 61,374,304	\$ 21,854,436	35.6%

Notes:

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



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GRANT FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017						
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining	
Account #	Project										
Revenues											
Public Safety											
22031150-3311110-	G0029	2013 Electronics Crime Task Force		\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -		\$ -
22031150-3311110-	G1404	2014 Electronic Crime Taskforce		1,750	-	1,750	-	1,750	-		1,750
22031150-371000-	G1407	BAC Pedal Car Walmart 2013		2,500	2,500	-	-	-	-		-
22031150-3311110-	C1617	2015 Bulletproof Vest Grant (DOJ)		11,561	4,242	7,319	-	7,319	-		7,319
22031150-3311150-	G1701	2017 Bicycle Safety Grant (GOHS)		26,985	-	-	26,985	26,985	-		26,985
		subtotal		\$ 45,796	\$ 9,742	\$ 9,069	\$ 26,985	\$ 36,054	\$ -		\$ 36,054
Recreation and Parks											
22061150-371000-	G1105	Camp Happy Hearts		\$ 30,645	\$ 29,845	\$ 300	\$ 500	\$ 800	\$ 500		\$ 300
22061150-371000	G1700	Camp Happy Hearts		15,000	-	\$ -	\$ 15,000	15,000	\$ 15,000		-
		subtotal		\$ 45,645	\$ 29,845	\$ 300	\$ 15,500	\$ 15,800	\$ 15,500	\$ -	\$ 300
General Government											
22090200-391100		Transfer-In from the General Fund (Match)				\$ -	\$ 20,000	\$ 20,000	\$ 6,667		\$ 13,333
22090200-395000		Carryforward Fund Balance				49,593	-	49,593	-		49,593
		subtotal				\$ 49,593	\$ 20,000	\$ 69,593	\$ 6,667		\$ 62,926
		Total				\$ 58,962	\$ 62,485	\$ 121,447	\$ 22,167		\$ 99,280



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017						
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining	
Account #	Project										
Expenditures											
Public Safety											
22031150-531600-	G0029	2013 Electronic Crime Task Force	\$ 3,000	\$ 2,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	
22031150-531600-	G1404	2014 Electronic Crime Taskforce	1,751	1,550	201	-	201	-	-	201	
22031150-531600-	G1407	BAC Pedal Car Walmart 2013	2,500	687	1,813	-	1,813	-	-	1,813	
22031150-542100	C1617	2015 Bulletproof Vest Grant (DOJ)	19,871	12,354	7,517	-	7,517	2,155	-	5,362	
22031150-521200	G1701	2017 Bicycle Safety Grant (GOHS)	425	-	-	425	425	-	-	425	
22031150-523500	G1701	2017 Bicycle Safety Grant (GOHS)	3,860	-	-	3,860	3,860	-	-	3,860	
22031150-523700	G1701	2017 Bicycle Safety Grant (GOHS)	3,150	-	-	3,150	3,150	-	-	3,150	
22031150-531100	G1701	2017 Bicycle Safety Grant (GOHS)	2,550	-	-	2,550	2,550	-	-	2,550	
22031150-531600	G1701	2017 Bicycle Safety Grant (GOHS)	2,000	-	-	2,000	2,000	-	-	2,000	
22031150-542100	G1701	2017 Bicycle Safety Grant (GOHS)	15,000	-	-	15,000	15,000	-	-	15,000	
	subtotal		\$ 54,107	\$ 16,591	\$ 10,531	\$ 26,985	\$ 37,516	\$ 2,155	\$ -	\$ 35,361	
Recreation and Parks											
22061150-531100-	G1105	Camp Happy Hearts	\$ 38,351	\$ 13,299	\$ 24,552	\$ 500	\$ 25,052	\$ -	\$ -	\$ 25,052	
22061150-531100-	G1700	Camp Happy Hearts	15,000	-	-	15,000	15,000	-	-	15,000	
22061150-521200-	G1401	Fresh Grant Special Needs	14,349	8,472	5,877	-	5,877	-	-	5,877	
	subtotal		\$ 67,700	\$ 21,771	\$ 30,429	\$ 15,500	\$ 45,929	\$ -	\$ -	\$ 45,929	
Non-Allocated											
(1) 22090200-579000											
	Reserve for City Grant Matches										
	subtotal										
	Total										

Notes:

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



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of October 31, 2016

Account #	Project	Project Snapshot		FY 2017					
		Total Project Authorization	Prior Year Collections/Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Collections/Expenditures	Encumbrances	Remaining
Revenue									
Public Works									
34041100-331350-	C0005 Encore Pkwy Greenway Connection (TE Grant)	\$ 780,795	\$ 68,108	\$ 712,687	\$ -	\$ 712,687	\$ 45,648		\$ 667,039
34041100-331351-	C0005 Encore Pkwy Greenway Connection (GDOT)	7,600,000	878,922	6,721,078	-	6,721,078	1,581,438		5,139,640
34041100-336001-	C0005 Encore Pkwy Greenway Connection (NFCID SRTA)	1,000,000	337,013	662,987	-	662,987	620,534		42,453
34041100-336002-	C0005 Encore Pkwy Greenway Connection (NFCID)	3,262,757	601,956	2,660,801	-	2,660,801	374,091		2,286,710
34041100-334310-	C1219 Milling & Resurfacing (LMIG)	1,797,124	1,253,115	544,009	-	544,009	544,009		0
34041100-331350-	C1525 SR9 Operational Improvements	978,228	946,334	31,894	-	31,894	-		31,894
34041100-336101-	G1107 LCI Main St Improvements (MARTA Offset Fund)	1,050,004	1,045,892	4,112	-	4,112	-		4,112
34090200-371000-	G1109 Encore Pkwy Improvements (Cousins Properties)	54,469	54,469	-	-	-	-		-
34041100-334310-	C1620 Northwinds Parkway	1,869,353	1,869,353	-	-	-	-		-
34041100-331310-	G1602 EPA Stormwater Equipment	-	-	-	-	-	-		-
	subtotal	\$ 18,392,731	\$ 7,055,163	\$ 11,337,568	\$ -	\$ 11,337,568	\$ 3,165,720		\$ 8,171,848
Recreation and Parks									
34061150-331350-	G1217 GA 400 Bicycle Expressway Project	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ -		\$ 500,000
34061150-331350-	C1539 LWCF Big Creek Drainage Improvement	80,000	72,167	7,833	-	7,833	-		7,833
	subtotal	\$ 580,000	\$ 72,167	\$ 507,833	\$ -	\$ 507,833	\$ -		\$ 507,833
General Government									
34090200-391100	Transfer-In from the General Fund (Match)			\$ -	\$ -	\$ -	\$ -		\$ -
34090200-395000	Carryforward Fund Balance			(2,286,335)	-	(2,286,335)	-		(2,286,335)
	subtotal			\$ (2,286,335)	\$ -	\$ (2,286,335)	\$ -		\$ (2,286,335)
	Total			\$ 9,559,066	\$ -	\$ 9,559,066	\$ 3,165,720		\$ 6,393,346



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017													
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining								
Account #	Project																	
Expenditures																		
Public Works																		
34041100-541410-	C0005	Encore Parkway Greenway Connection	\$	12,643,552	\$	4,699,641	\$	7,943,911	\$	-	\$	7,943,911	\$	802,585	\$	7,141,324	\$	2
34041100-541410-	C1219	Milling & Resurfacing (LMIG)		1,797,124		1,253,115		544,009		-		544,009		544,009		-		0
34041100-541410-	C1525	SR9 Operational Improvements		956,334		956,334		-		-		-		(31,894)		31,894		-
34041100-541410-	C1620	Northwinds Parkway		1,287,941		983,053		304,888		-		304,888		-		304,888		0
34041100-521200-	G1107	LCI Main St Improvements (MARTA Offset Fund)		435,771		435,771		-		-		-		-		-		-
34041100-541420-	G1107	LCI Main Street Improvements		610,186		610,120		66		-		66		-		-		66
34041100-541410-	G1109	Encore Pkwy Improvements (LCI Grant)		54,469		-		54,469		-		54,469		-		-		54,469
34041100-542100-	G1602	EPA Stormwater Equipment		52,910		52,910		-		-		-		-		-		-
subtotal			\$	17,838,288	\$	8,990,945	\$	8,847,343	\$	-	\$	8,847,343	\$	1,314,700	\$	7,478,105	\$	54,537
Recreation and Parks																		
34061150-541420-	G1217	GA 400 Bicycle Expressway Project	\$	500,000	\$	-	\$	500,000	\$	-	\$	-	\$	-	\$	-	\$	500,000
34061150-541510-	C1539	LWCF Big Creek Drainage Improvement		160,000		160,000		-		-		-		-		-		-
subtotal			\$	660,000	\$	160,000	\$	500,000	\$	-	\$	500,000	\$	-	\$	-	\$	500,000
Community Development																		
34074150-571000-	C1628	NF Comp Transportation Plan	\$	41,500	\$	41,500	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total			\$	41,500	\$	41,500	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Non-Allocated																		
(1)	34090200-579000	Reserve for City Grant Matches					\$	211,723	\$	(25,000)	\$	186,723	\$	-	\$	-	\$	186,723
	(2)	North Point Activity Center LCI						-		25,000		25,000		-		-		25,000
subtotal							\$	211,723	\$	-	\$	211,723	\$	-	\$	-	\$	211,723
Total							\$	9,559,066	\$	-	\$	9,559,066	\$	1,314,700	\$	7,478,105	\$	766,260

Notes:

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

(2) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = \$125,000 (\$100,000 grant; \$25,000 City match).



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CAPITAL PROJECT FUNDS

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017						
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available	
Account #	Project										
Administration											
30113230-544100-	C1130	Downtown Façade Grant Program	\$ 194,593	\$ 113,568	\$ 31,025	\$ 50,000	\$ 81,025	\$ 1,750	\$ -	\$ 79,275	
30113230-542400-	C1222	Records Management	5,000	-	5,000	-	5,000	-	-	5,000	
30113230-544100-	C1300	Economic Development Initiatives	93,160	42,373	(49,213)	100,000	50,787	20,422	-	30,365	
30113230-544300-	C1501	Alpharetta History Room Design Svcs (City Ctr)	303,500	9,500	44,000	250,000	294,000	43,500	-	250,500	
30113230-544100-	C1502	Shop-Local Initiative for Downtown	7,501	4,857	2,644	-	2,644	-	-	2,644	
30113230-544200-	C1527	Veterans Memorial	105,480	75,785	29,695	-	29,695	-	-	29,695	
30113230-544100-	C1538	Arts Center Feasibility Study	50,894	40,788	10,106	-	10,106	-	11,000	(894)	
30113230-544100-	C1600	Downtown Sculpture	165,000	-	90,000	75,000	165,000	-	-	165,000	
30113230-544200	C1614	Senior Citizen History Project	50,000	25,000	-	25,000	25,000	-	-	25,000	
30113230-544100-	C1625	Economic Development Video Marketing Program	145,600	45,600	100,000	-	100,000	100,000	-	-	
		subtotal	\$ 1,120,729	\$ 357,472	\$ 263,257	\$ 500,000	\$ 763,257	\$ 165,672	\$ 11,000	\$ 586,585	
Finance											
30115150-542400-	C1101	Archive Filing & Scanning	\$ 20,000	\$ 14,191	\$ 5,809	\$ -	\$ 5,809	\$ -	\$ -	\$ 5,809	
30115150-542400-	C1102	Finance Software Improvement	94,972	64,641	30,331	-	30,331	-	28,446	1,885	
30115150-542400-	C1141	Tyler ERP System	805,001	749,284	55,717	-	55,717	5,483	11,700	38,534	
		subtotal	\$ 919,973	\$ 828,116	\$ 91,857	\$ -	\$ 91,857	\$ 5,483	\$ 40,146	\$ 46,228	
Information Technology											
30117400-542400	C0900	Cisco Data Network	\$ 300,001	\$ 137,634	\$ 162,367	\$ -	\$ 162,367	\$ -	\$ 6,424	\$ 155,943	
30117400-542400-	C0903	Data Center (Test Equip. & Software)	112,381	112,282	99	-	99	-	99	0	
30117400-542400-	C1000	GIS Aerial Mapping	50,001	22,044	27,957	-	27,957	-	-	27,957	
30117400-542400-	C1103	Network and VOIP	566,401	415,449	952	150,000	150,952	-	191	150,761	
30117400-542400-	C1105	Fiber Connectivity Phase I	45,001	44,401	600	-	600	-	600	-	
30117400-542400-	C1312	Backup Data Storage Management	510,001	243,432	46,569	220,000	266,569	175,311	7,634	83,625	
30117400-542400-	C1313	Technology Replacement (recurring)	1,362,365	913,886	148,479	300,000	448,479	33,347	156,101	259,031	
30117400-542400-	C1400	PW Data Center Server Replacement	207,503	202,215	5,288	-	5,288	-	5,287	1	
30117400-542100	C1518	PW Data Center Generator/Air Conditioner	122,512	121,972	540	-	540	-	540	-	
30117400-542400	C1615	App/Desktop Virtualization	140,001	74,254	15,747	50,000	65,747	-	-	65,747	
		subtotal	\$ 3,416,167	\$ 2,287,569	\$ 408,598	\$ 720,000	\$ 1,128,598	\$ 208,658	\$ 176,876	\$ 743,064	



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Public Safety										
30131150-542200-	C1202	Public Safety Fleet (recurring)	\$ 6,883,463	\$ 6,605,761	\$ (22,298)	\$ 300,000	\$ 277,702	\$ 80,271	\$ 146,773	\$ 50,659
30131150-542400-	C1205	Security Camera System Expansion	68,383	6,555	61,828	-	61,828	-	-	61,828
30131150-541300	C1229	PS Roof Repair/Replacement	237,295	44,941	-	192,354	192,354	-	192,354	-
30131150-542100-	C1315	Cardiac Monitor Replacement	247,305	-	-	247,305	247,305	-	247,305	0
30131150-542100	C1401	PS Equipment Replacement	449,971	232,154	32,317	185,500	217,817	81,058	129,680	7,080
30131150-541300	C1609	PS Headquarters Improvements	289,000	67,110	153,890	68,000	221,890	16,911	7,750	197,229
30131150- 541300	C1630	PS HQ Expansion	650,000	-	-	650,000	650,000	-	-	650,000
30131150-541300	C1706	RAPSTC Improvements	171,623	-	-	171,623	171,623	-	-	171,623
30131150-544200	C1707	License Plate Rec Grant	80,000	-	-	80,000	80,000	-	-	80,000
	subtotal		\$ 9,077,039	\$ 6,956,520	\$ 225,737	\$ 1,894,782	\$ 2,120,519	\$ 178,239	\$ 723,861	\$ 1,218,419
Public Works										
30141100-541410-	C0005	Encore Parkway Greenway Connection	\$ 804,462	\$ 369,138	\$ 435,324	\$ -	\$ 435,324	\$ 168,361	\$ 262,457	\$ 4,506
30141100-541410-	C0041	Traffic Signal Interconnect	958,596	708,595	250,001	-	250,001	-	-	250,001
30141100-541200-	C0910	Tree Replacement Fund	743,298	469,693	273,605	-	273,605	-	14,344	259,262
30141100-541200-	C1008	Cemetery Authority - Maintenance	517,567	122,728	394,839	-	394,839	2,545	3,356	388,938
30141100-541000-	C1100	Land Acquisition	538,048	-	538,048	-	538,048	538,048	-	0
30141100-541410-	C1207	Bridge Maintenance (recurring)	1,125,994	950,994	-	175,000	175,000	-	10,413	164,588
30141100-541410-	C1208	Mast Arm Maintenance (recurring)	463,558	445,174	18,384	-	18,384	-	-	18,384
30141100-541410-	C1215	Striping & Signage (recurring)	1,916,136	1,589,650	146,486	180,000	326,486	58,740	115,251	152,495
	Storm/Drainage Repair & Maintenance (recurring)									
30141100-541430-	C1216		893,689	865,345	28,344	-	28,344	24,607	3,582	155
	Traffic Calming Equipment/Intersection Safety Improvements (recurring)									
30141100-541410-	C1217		515,166	468,239	11,927	35,000	46,927	11,900	-	35,027
30141100-541410-	C1218	Traffic Signal System Maintenance (recurring)	328,108	247,860	5,248	75,000	80,248	4,260	22,348	53,640
30141100-541410-	C1219	Milling & Resurfacing (recurring)	14,311,900	12,292,506	19,394	2,000,000	2,019,394	341,155	1,564,883	113,356
30141100-541410-	C1220	Traffic Control Equipment (recurring)	1,489,000	1,375,591	38,409	75,000	113,409	20,538	41,182	51,689
30141100-541410-	C1221	Design Services (recurring)	796,119	653,575	27,544	115,000	142,544	33,850	15,904	92,790
30141100-542200	C1223	Fleet Replacement	432,001	232,565	4,436	195,000	199,436	83,807	80,972	34,657
	Tree Planting & Landscaping Improvements (recurring)									
30141100-541200-	C1302		475,001	338,304	61,697	75,000	136,697	5,565	6,714	124,419
30141100-541430	C1308	Pipe/Storm Structure Replacement	746,920	577,313	169,607	-	169,607	167,478	2,128	1
30141100-541200-	C1311	Downtown Improvements	150,001	87,421	27,580	35,000	62,580	3,119	-	59,461
	Charlotte Drive @ Rucker Rd Intersection Improvements									
30141100-541410-	C1324		25,000	-	25,000	-	25,000	-	-	25,000
30141100-541420-	C1325	Rucker Rd Sidewalk Improvements	50,000	-	50,000	-	50,000	5,000	-	45,000



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2016

Account #	Project	Project Snapshot		FY 2017					Funds Available
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	
30141100-541410-	C1407 Minor Intersection Upgrades	112,168	75,003	37,165	-	37,165	2,101	-	35,064
30141100-541410-	C1410 Rucker Road Corridor Design	734,571	465,712	268,859	-	268,859	22,073	246,785	1
30141100-541430-	C1416 Clairborne Drive Culvert Design	52,762	41,033	11,729	-	11,729	-	11,729	0
30141100-541420-	C1442 Main St. Improvements	87,565	86,904	661	-	661	-	-	661
30141100-541410-	C1444 Davis Drive Extension (Design)	93,800	89,294	4,506	-	4,506	-	4,506	-
30141100-541430-	C1503 Stormwater Studies/Design	426,386	301,826	124,560	-	124,560	20,360	44,110	60,090
30141100-541410-	C1507 Rucker Rd Corridor Improvements (ROW)	50,000	19,100	30,900	-	30,900	-	-	30,900
30141100-541420-	C1512 Sidewalk Improvements	1,000,000	354,155	645,845	-	645,845	263,515	52,548	329,783
30141100-541430-	C1513 Stormwater Inventory & GIS Update	449,999	306,421	143,578	-	143,578	35,040	108,538	0
30141100-541410-	C1533 Main St. Watermain (Fulton County)	176,534	68,637	107,897	-	107,897	-	-	107,897
30141100-541430-	C1604 Stormwater Inspections (recurring)	83,706	64,371	19,335	-	19,335	7,799	11,536	-
30141100-541410-	C1606 Major Intersection Improvements	150,427	63,514	86,913	-	86,913	2,246	15,625	69,042
30141100-541410-	C1607 Signal @ Westside (Fiserv)	250,001	689	249,312	-	249,312	-	246,350	2,962
30141100-542100-	C1608 Lowboy Trailer	60,000	27,820	32,180	-	32,180	6,001	6,900	19,279
30141100-541430-	C1616 Stormwater Ordinance	80,257	64,257	16,000	-	16,000	8,000	8,000	-
30141100-541300-	C1620 Northwinds Parkway	401,463	334,938	66,525	-	66,525	-	66,374	151
30141100-541000-	C1627 Academy @ City Center Intersection Improve	18,220	-	18,220	-	18,220	-	-	18,220
30141100-571000-	C1631 McGinnis Ferry Road Expansion IGA	400,000	-	400,000	-	400,000	-	-	400,000
30141100-541000-	C1632 West Parking Garage/Lot Land	1,000,000	1,000,000	-	-	-	-	-	-
30141100-541300-	C1632 West Parking Garage/Lot Construction	125,771	11,653	114,118	-	114,118	19,743	-	94,375
30141100-541410	C1637 Old Roswell St Pedestrian Imp	150,000	-	-	150,000	150,000	-	-	150,000
30141100-541410	C1638 Webb Bridge Rd Corridor Imp	100,000	-	-	100,000	100,000	-	-	100,000
30141100-541300	C1639 Pole Barn Extension	35,000	-	-	35,000	35,000	-	-	35,000
30141100-541410	C1700 Northwinds St/Ped Lights	127,500	-	-	127,500	127,500	322	-	127,178
30141100-541410	C1701 Pedestrian Intersection Imp	60,000	-	-	60,000	60,000	-	-	60,000
30141100-541300	C1704 West Parking Garage	1,035,771	-	-	1,035,771	1,035,771	-	-	1,035,771
30141100-541300	C1705 Old City Hall Brick Wall	25,000	-	-	25,000	25,000	3,000	-	22,000
	subtotal	\$ 34,567,466	\$ 25,170,019	\$ 4,904,176	\$ 4,493,271	\$ 9,397,447	\$ 1,859,171	\$ 2,966,533	\$ 4,571,742



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Recreation and Parks										
30161150-541000	C1100	Park Land Acquisition	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
30161150-541500	C1221	Design Services	102,501	38,013	14,488	50,000	64,488	15,901	12,576	36,010
30161150-541500-	C1225	Athletic Scoreboards (maint/replacement)	198,953	167,635	11,318	20,000	31,318	740	-	30,578
30161150-541300-	C1229	Rec & Parks Building Re-Roof	732,254	643,469	19,785	69,000	88,785	-	88,785	-
30161150-542200-	C1232	Recreation/Parks Fleet (recurring)	391,808	287,953	53,855	50,000	103,855	-	-	103,855
30161150-541510-	C1327	Greenway (AMLI Developer Contribution)	10,001	9,015	986	-	986	-	-	986
30161150-541200-	C1332	Milton Center Field Re-Sod	20,000	6,900	13,100	-	13,100	-	-	13,100
30161150-542100-	C1402	Rec/Parks Equipment Replacement	310,001	255,112	12,889	42,000	54,889	-	-	54,889
30161150-541430-	C1422	Webb Bridge Park Erosion & Repaving	534,025	534,024	1	-	1	-	-	1
30161150-541500-	C1424	Wills Park Pool Design	1,340,451	28,460	11,991	1,300,000	1,311,991	161	-	1,311,830
30161150-541500-	C1524	Adaptive Playground Equipment	28,501	20,422	8,079	-	8,079	-	-	8,079
30161150-541500-	C1612	Park Signage	55,000	-	55,000	-	55,000	-	-	55,000
30161150-541500-	C1613	Wills Park Batting Pavilion	137,500	8,150	16,850	112,500	129,350	358	-	128,993
30161150-541510-	C1636	Greenway Repair and Maintenance	44,500	39,081	5,419	-	5,419	-	1,919	3,500
30161150-541500	C1641	Park Master Plans	68,000	-	-	68,000	68,000	-	-	68,000
30161150-541500	C1642	Webb Br Pk Spectator Seating	135,000	-	-	135,000	135,000	-	124,582	10,418
30161150-541300	C1710	Log Cabin Relocation	50,000	-	-	50,000	50,000	-	-	50,000
	subtotal		\$ 5,158,497	\$ 2,038,236	\$ 1,223,761	\$ 1,896,500	\$ 3,120,261	\$ 17,160	\$ 227,862	\$ 2,875,239
Community Development										
30174150-544100-	C0019	Downtown Parking Fund	\$ 263,250	\$ 160,030	\$ 103,220	\$ -	\$ 103,220	\$ 4,950	\$ -	\$ 98,270
30174150-542400	C1222	Records Management	50,001	8,082	41,919	-	41,919	4,891	-	37,028
30174150-542200-	C1433	Fleet Replacement	145,001	85,613	9,388	50,000	59,388	956	42,632	15,800
30174150-541410	C1602	Lilly Garden Terrace	40,000	27,750	12,250	-	12,250	-	11,000	1,250
30174150-541410	C1603	Design Services	98,037	29,827	18,210	50,000	68,210	9,512	20,837	37,861
30174150-521200	C1634	TSPLOST Project Consultant	35,000	30,793	4,207	-	4,207	-	2,407	1,800
	subtotal		\$ 631,289	\$ 342,095	\$ 189,194	\$ 100,000	\$ 289,194	\$ 20,309	\$ 76,876	\$ 192,009



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2016

			Project Snapshot		FY 2017					
			Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project									
Alpharetta Business Community Sidewalk Projects										
30176100-541420-	C0005	Encore Parkway Sidewalk	\$ 1,705,000	\$ 507,859	\$ 1,197,141	\$ -	\$ 1,197,141	\$ 185,846	\$ 956,977	\$ 54,318
30176100-541420-	C1240	GA 400 Bicycle Expressway Project	129,943	81,480	48,463	-	48,463	-	48,462	1
30176100-541420-	C1442	Main St. Improvements	1,812,724	1,774,772	37,952	-	37,952	-	-	37,952
30176100-541420-	C1712	City Trail (Loop)	237,879	-	237,879	-	237,879	15,000	15,000	207,879
		subtotal	\$ 3,885,547	\$ 2,364,112	\$ 1,521,435	\$ -	\$ 1,521,435	\$ 200,846	\$ 1,020,439	\$ 300,150
Non-Departmental										
30190200-579000		Non-Allocated			\$ -	\$ 1,028,835	\$ 1,028,835	\$ -	\$ -	\$ 1,028,835
		subtotal			\$ -	\$ 1,028,835	\$ 1,028,835	\$ -	\$ -	\$ 1,028,835
		Total	\$ 58,776,707	\$ 40,344,139	\$ 8,828,015	\$ 10,633,388	\$ 19,461,403	\$ 2,655,538	\$ 5,243,593	\$ 11,562,272



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of October 31, 2016

		Project Snapshot		FY 2017					
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project								
Administration									
30241100-541000-C1100	Land Acquisition (Stormwater)	\$ 60,086	\$ -	\$ -	\$ 60,086	\$ 60,086	\$ 60,086	\$ -	\$ 1
30241100-541430-C1216	Stormwater Drainage Maintenance	200,000	-	-	200,000	200,000	1,950	8,880	189,170
30241100-541430-C1308	Stormwater Pipe & Structure Maintenance	1,230,054	-	-	1,230,054	1,230,054	163,708	587,385	478,961
30241100-541430-C1604	Stormwater Inspections	100,000	-	-	100,000	100,000	-	83,420	16,580
30261150-541430-C1521	Wills Park Water Quality Improvement	45,100	-	-	45,100	45,100	-	35,100	10,000
30261150-541430-C1640	Wills Park Drainage Improvement	39,760	-	-	39,760	39,760	-	34,760	5,000
	Total	\$ 1,675,000	\$ -	\$ -	\$ 1,675,000	\$ 1,675,000	\$ 225,744	\$ 749,545	\$ 699,711



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Convention Center Capital Fund Detail (Fund 316; life-to-date for all projects)
 As of October 31, 2016

		Project Snapshot		FY 2017						
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available	
Account #	Project									
Administration										
31613230-541300-C1618	Conference Center (Construction/Design)	\$ 23,570,420	\$ -	\$ 23,570,420	\$ -	\$ 23,570,420	\$ 1,854,653	\$ 21,715,766		\$ 1
31613230-541300-C1619	Conference Center (Consulting)	234,829	-	234,829	-	234,829	1,274	30,885		202,670
31690200-579000	Non-Allocated	14,753	-	14,753	-	14,753	-	-		14,753
31690200-584000	Conference Center Issuance Cost	16,241	-	16,241	-	16,241	-	-		16,241
	Total	\$ 23,836,243	\$ -	\$ 23,836,243	\$ -	\$ 23,836,243	\$ 1,855,927	\$ 21,746,651		\$ 233,665



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)
 As of October 31, 2016

		Project Snapshot		FY 2017					
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2017 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Account #	Project								
Administration									
31741100-541410- C1410	Rucker Road Corridor Design	\$ 14,850,000	\$ -	\$ 14,850,000	\$ -	\$ 14,850,000	\$ -	\$ 2,500	\$ 14,847,500
31741100-541420- C1512	Sidewalk Improvements	6,000,000	-	6,000,000	-	6,000,000	60,390	95,955	5,843,655
31741100-541410- C1602	Lilly Garden Terrace Ext.	1,500,000	-	1,500,000	-	1,500,000	-	-	1,500,000
31740055-541410- C1702	Kimball Br Rd Improvements	9,000,000	-	9,000,000	-	9,000,000	6,366	467,234	8,526,400
31741100-541410- C1703	Windward Pkwy Improvements	2,000,000	-	2,000,000	-	2,000,000	-	-	2,000,000
31761150-541000- C1100	Park Land Acquisition	4,000,000	-	4,000,000	-	4,000,000	718,927	82,405	3,198,668
31761150-541500- C1424	Wills Park Pool Design	2,700,000	-	2,700,000	-	2,700,000	-	49,995	2,650,005
31761150-541500- C1611	Mayfield Arts Center	1,500,000	-	1,500,000	-	1,500,000	-	-	1,500,000
31761150-541300- C1708	Greenway Ext to Forsyth County	6,500,000	-	6,500,000	-	6,500,000	-	-	6,500,000
31761150-541300- C1709	Eastside Community Center	2,500,000	-	2,500,000	-	2,500,000	-	-	2,500,000
31761150-541000- C1711	Cultural Arts Land/Park Land	1,450,000	-	1,450,000	-	1,450,000	-	-	1,450,000
31741100-579000	Public Works Reserve	2,420	-	2,420	-	2,420	-	-	2,420
31761150-579000	Parks Reserve	2,147	-	2,147	-	2,147	-	-	2,147
31790200-584000	Bond Issuance Cost	378,119	-	378,119	-	378,119	361,301	-	16,818
	Total	\$ 52,382,686	\$ -	\$ 52,382,686	\$ -	\$ 52,382,686	\$ 1,146,984	\$ 698,089	\$ 50,537,613



OTHER REPORTS

Payments \$5,000 and Greater



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2016

Vendor	Description	Department	\$ Amount
Ace American Insurance Company	Monthly Workers Comp Invoice	Risk Management	\$ 17,365.54
AECOM Technical Services Inc.	Alpharetta - Milton Ave Design Services	Public Works	\$ 5,750.00
AFLAC	September 2016 Premiums	Finance	\$ 10,756.89
Alpharetta Convention & Visitors Bureau	Hotel/Motel Tax for October 2016	Finance	\$ 247,418.22
Alpharetta Technology Commission Inc.	November 2016 ATC CEO Pay	Development Authority	\$ 7,500.00
American Facility Services Inc.	August 2016 Janitorial and Custodial Services	Public Works	\$ 8,287.02
Anderson Environmental Inc.	Asbestos Removal @ 90-92 Milton Avenue	Public Works	\$ 19,743.00
Appen Media Group Inc.	Ads	Various	\$ 9,117.37
Applied Concepts Inc.	Lidar XLR	Public Safety	\$ 23,565.00
Ashley Banan	October 2016 Team Gymnastics and September 2016 Optional Practices	Recreation & Parks	\$ 9,104.25
AT&T	October 2016 Phone Services	Public Safety	\$ 5,088.96
AT&T	July 2014 GLS Missed Billing and ASE	Information Technology	\$ 9,852.72
AT&T/Bellsouth @ 85 Annex	Phone Services - 10/11 thru 11/10/16 and Phone Service 10/2-11/1/16 Club Bill	Various	\$ 27,103.85
AT&T/Bellsouth @ 85 Annex	September 2016 GLS	Information Technology	\$ 15,834.00
Avalon Hotel Associates LLC (EFT)	Alpharetta Conference Center and Hotel Avalon Funding Request	Finance	\$ 724,502.63
B&T Shavings Inc.	Green Tree Premium Flake	Recreation & Parks	\$ 5,460.00
Benchmark Design PC	Old Roswell St Parking Deck Study & Notting Hills Houses/Chelsea Flats	Community Development	\$ 5,400.00
Benny Card (wire)	Payroll Funds	Finance	\$ 5,514.55
Benny Card (wire)	Payroll Funds	Finance	\$ 6,185.11
Bovis Kyle and Burch LLC	Professional Services thru June 30, 2016	Legal Services	\$ 63,026.77
Carl Black Buick GMC LLC	2016 Sierra 2500	Public Safety	\$ 29,426.00
Carl Black Buick GMC LLC	Vehicle Maintenance and Repairs	Public Safety	\$ 8,384.81
Chase Plumbing & Mechanical Inc.	Partial Retainage Released - Sherry Drive Storm Drain Repairs	Public Works	\$ 10,201.70
Cigna Premiums (wire)	Monthly Premiums	Finance	\$ 33,173.59
Cigna Premiums (wire)	Monthly Premiums	Finance	\$ 112,599.57
Cigna Premiums (wire)	Monthly Premiums	Finance	\$ 36,121.55
City of Roswell	1st Quarter Budget Training Center	Public Safety	\$ 34,245.42
CMES Inc.	Mayfield Road Sidewalk Improvements	Public Works	\$ 138,929.68
Comfort by Design	AC Unit and AC Maintenance/Repairs	Public Works	\$ 6,072.59
Crisp Media Group Inc.	Alpharetta 360 Video	Development Authority	\$ 25,000.00
CW Matthews Contracting Co Inc.	Encore Parkway Streetscape/Utilities and Big Creek Greenway Trail Extension	Public Works	\$ 570,544.86



CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2016

Vendor	Description	Department	\$ Amount
CW Matthews Contracting Co Inc.	Big Creek Greenway Trail Extension and Encore Parkway Streetscape	Public Works	\$ 586,247.65
D.A.T.E. Fund Disbursements	September 2016 State Reports	Municipal Court	\$ 5,133.50
Dana Safety Supply Inc.	Vehicle Upfit & Vests	Public Safety	\$ 37,789.18
Data Media Associates Inc.	Temporary Tax Bills/Business License Renewals/Sanitation Past Due Notices	Finance	\$ 16,997.44
David Eristavi	Payment 2 of 4 - Soccer	Recreation & Parks	\$ 11,166.67
Disys Solutions Inc.	Cisco Smartnet	Information Technology	\$ 14,939.45
Energy Systems Southeast LLC	Generators Maintenance and Repair	Public Works	\$ 6,139.70
Freeman Mathis & Gary LLP	Risk Insurance Claim	Risk Management	\$ 12,948.00
Fulton County Board of Commissioners	September 2016 State Reports	Municipal Court	\$ 11,445.00
Fulton County Board of Education	September 2016 Fuel Bill	Finance	\$ 29,075.08
Fulton County Sheriffs Department	Court Bond Refund	Municipal Court	\$ 5,000.00
Fulton County-Dept. of Finance	Water Bills	Finance	\$ 6,769.25
Georgia Bureau of Investigation	September 2016 Alcohol/Liquor Licenses and Georgia Checks	Public Safety	\$ 12,537.50
Georgia Department of Revenue	2016 Unclaimed Property	Finance	\$ 5,278.75
Georgia Power Co	Power Bill	Finance	\$ 156,408.45
Georgia State Soccer Association Inc.	2016 - 2017 Season 1 Soccer	Recreation & Parks	\$ 21,535.05
Georgia Superior Court Clerks	September 2016 State Reports	Municipal Courts	\$ 50,840.91
GF Fulwood Inc.	Deposit on 2016 Christmas Decorations	Recreation & Parks	\$ 28,831.50
Gulf States Distributors Inc.	Ammunition	Public Safety	\$ 6,120.60
Houser Walker Architecture LLC	Alpharetta Arts Center Design	Recreation & Parks	\$ 31,177.28
Hurst Investments Inc.	Balance - Equipment Rental for Wire and Wood Event	Recreation & Parks	\$ 10,340.75
Integrated Science and Engineering Inc.	Stormwater Inventory and GIS Updates	Public Works	\$ 13,140.00
J&J Computer Connection Inc.	PagePack	Finance	\$ 7,109.08
Landair Surveying Co	Milton Ave Sidewalk Improvement Project	Various	\$ 28,340.00
LD Gymnastics Inc.	Fall Gymnastic Classes and September Birthday Parties	Recreation & Parks	\$ 10,343.05
LD Gymnastics Inc.	Payment 3 of 4 Fall Gymnastic Classes	Recreation & Parks	\$ 9,668.05
Lowe's of North Alpharetta GA	Kitchen Cabinets	Public Safety	\$ 16,835.60
Mass Services Inc.	September 2016 Equestrian Stall Cleaning	Recreation & Parks	\$ 12,667.57
Meer Electrical Contractors Inc.	Electrical Services for Events and Lighting Services for Parks	Recreation & Parks	\$ 14,128.19
Metro Atlanta Chamber of Commerce Inc.	Sponsorship - Money 2020 Atlanta Dinner and Reception	City Administration	\$ 8,500.00
OPEB Pmt (wire)	Payroll Funds	Finance	\$ 7,083.35



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2016

Vendor	Description	Department	\$ Amount
OpenSesame Inc.	Standard License - Skills Interviewing/Safety in Workplace/Resume	Human Resources	\$ 5,044.50
Peace Officers Annuity & Benefit Fund of GA	September 2016 State Reports	Municipal Courts	\$ 11,671.50
Pond & Company	Northwinds Business Park Trail Extension & Alpharetta Conceptual Park Design	Various	\$ 19,000.00
Premier Events LLC	Balance - Wire and Wood Event	Recreation & Parks	\$ 10,000.00
RCS Production.Com	Restless in Resthaven Event and Wire/Wood Event	Recreation & Parks	\$ 31,135.00
Republic Services #800	August 2016 Waste Services and October 2016 On Call Service	Finance	\$ 256,473.12
Republic Services #800	September 2016 Trash Services	Various	\$ 6,396.56
Republic Services #800	September 2016 Waste Services	Finance	\$ 255,421.14
Ruppert Landscape	September 2016 Landscape Management	Public Works	\$ 24,393.58
Russell Engineering Inc.	Temporary Engineering Support	Community Development	\$ 10,735.00
Sawnee Electric Membership Corp	Power Bills	Finance	\$ 29,548.01
Sigma Actuarial Consulting Group Inc.	June 30, 2016 Actuarial Risk	Finance	\$ 10,500.00
Southern Tire Mart	Vehicle Tires and Services	Public Safety	\$ 6,176.12
Summit Construction & Development	Retainage Released - Miracle Field Drainage Improvements	Public Works	\$ 5,658.00
Summit Construction & Development	Waters Road Sidewalk Improvement	Public Works	\$ 17,790.77
SunTrust Pcard	Procurement Card	Finance	\$ 122,015.85
Thomas J Madden & Associates Inc.	Vehicle Light Bar and Light Bar Mounting	Public Safety	\$ 10,797.83
Trend Publications Inc.	Half Page Ad in October 2016 Issue	City Administration	\$ 6,808.00
Tri Scapes Inc.	September 2016 Landscape Management	Recreation & Parks	\$ 29,108.92
Utility Asset Management Inc.	Spin Casting	Public Works	\$ 57,950.00
Ventosa K9 Elite Kennel Inc.	Dual Purpose Course	Public Safety	\$ 7,500.00
Verizon Wireless Services LLC	9/13/16 thru 10/12/16 Cellular MiFi Service/Datacards/Cellphone/IPhone & iPad Services	Information Technology	\$ 31,305.54
Wells Fargo Insurance Services	Excess Workers Comp Payroll Audit	Risk Management	\$ 9,973.00



OTHER REPORTS

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



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended October 31, 2016

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
17000255	Holland & Knight LLP	Finance	\$ 25,000.00	Negotiation services for City Center out-parcels
17000257	Socrata Inc.	Finance	\$ 19,790.00	Custom application for capital improvement project explorer
17000264	Trend Publications Inc.	Administration	\$ 14,000.00	Advertisement in the October issue of the GA Trend
17000267	Meer Electrical Contractors Inc.	Recreation and Parks	\$ 11,313.80	Lazy river electrical system repairs
17000273	Presidio Network	Information Technology	\$ 7,424.00	(2) Nexus 5500 unified ports
17000278	Kor-It Inc.	Public Works	\$ 7,861.77	Core drill machine
17000279	AECOM Technical Services Inc.	Public Works	\$ 45,000.00	Hydraulic study/evaluation of repair alternatives for bridge culvert crossing on Mayfield Rd at Foe Killer Creek
17000280	Atlanta Hawks LP	Recreation and Parks	\$ 18,360.00	Jr Hawks basketball program, jersey, and shirts
17000281	Crisp Media Group Inc.	Administration	\$ 25,000.00	Virtual reality 360 video tour
17000282	Comfort by Design	Public Works	\$ 5,018.00	HVAC systems maintenance and repair for E911 center
17000284	Cellebrite USA Inc.	Public Safety	\$ 12,004.70	Renewal and upgrade of existing computer forensic equipment and associated software
17000285	Ruppert Landscape	Public Works	\$ 5,265.00	Removal and replacement of (4) maples trees at 101 Cains Cove
17000286	Tetra Tech Inc.	Public Works	\$ 5,715.00	Hydraulic study and hydrology evaluation of a culvert under Mayfield Circle
17000288	GTG Traffic Signals	Public Works	\$ 17,100.00	Traffic loop detector replacement at multiple locations
17000289	Dekalb Office Environments Inc.	Finance	\$ 5,369.41	(15) Conference tables and (1) cart for use in the multi-purpose room
17000290	Reinhardt University	Public Safety	\$ 6,580.00	Public Safety Academy tuition for McColl
17000291	The Biltmore Company	Recreation and Parks	\$ 5,067.00	Adult Activity Center trip to the Biltmore Estate's Christmas Candlelight event
17000292	Reinhardt University	Public Safety	\$ 6,580.00	Public Safety Academy tuition for Cabrera-Kell
17000293	Reinhardt University	Public Safety	\$ 6,580.00	Public Safety Academy tuition for Janesek
17000294	Reinhardt University	Public Safety	\$ 6,580.00	Public Safety Academy tuition for Fields
17000295	Northwinds Ventures Inc.	Information Technology	\$ 7,496.00	Annual subscription for IT programs: ManageEngine Ad Manager, Exchange Reporter, Self Service Plus, etc.
17000297	Summit Construction & Development	Public Works	\$ 9,220.55	Sidewalk and driveway concrete replacement at 1775 Mayfield Road



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OTHER REPORTS

Bid/RFP Status



CITY OF ALPHARETTA
Financial Management Reports
Bid/RFP Status
for the month ended October 31, 2016

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	14-116	Administration	City Center Out-Parcels, Master Developer	8/28/2014	3	8/10/2015	MidCity Real Estate Partners; Morris & Fellows; South City Partners; Hedgewood Homes	N/A	1	n/a	n/a
	RFQ 16-1008	Administration	Downtown Sculpture Project: Instruments of Inspiration	5/26/2016	5						
	16-1009 RFQ	Public Works	On-Call Engineering Services	6/16/2016	14	8/1/2015	AECOM Technical Services, Inc.; Pond & Company; Tetra Tech, Inc.	N/A			
	Re-Issue 16-109 RFP	Public Works	On-Call Storm Structure & Drainage Repair	6/16/2016	5	7/18/2016	Georgia Earth and Pipe, LLC - Cancelled 10-20-16	\$ 200,000.00	2	8/3/2016	17000150
	Re-Issue 16-109 RFP	Public Works	On-Call Storm Structure & Drainage Repair	6/16/2016	5	11/14/2016	Butch Thompson Enterprises, Inc.	\$ 200,000.00	2		
	16-111 RFP	Public Works	On-Call Pipe Lining Services	6/17/2016	5	7/18/2016	IPR Southeast, Inc.; Utility Asset Management, Inc.; Chase Plumbing & Mechanical, Inc.	\$350,000.00; \$75,000.00; \$75,000.00	3	8/26/2016; 9/8/2016; 9/8/2016	17000181; 17000205; 17000206
17-002		Public Works	FY 2017 Milling and Resurfacing	7/21/2016	6	8/1/2016	Northwest Georgia Paving, Inc.	\$ 1,905,823.49		8/26/2016	17000180
	17-1001 RFQ	Rec/Parks	Wills Park Pool Design Services	7/29/2016	7	8/12/2016	Shortlisted 3 Bidders for RFP 17-104	N/A			
	17-1002 RFQ	Rec/Parks	On-Call Park Planning Services	7/28/2016	11	9/19/2016	Alta Planning + Design, Pond & Co., TSW	N/A			
	17-101 RFP	Rec/Parks	Design/Build for Webb Bridge Park Spectator Seating	8/11/2016	4	9/26/2016	Ed Castro Landscape, Inc.	\$ 124,581.70			
	17-1003 RFQ	Public Works	City-wide landscape maintenance-ROW- excluding Park lands	9/1/2016	9	N/A	Shortlisted 2 Bidders for RFP 17-103	N/A			
	17-1004 RFQ	Community Development	Design / Build for Downtown Parking Deck	9/1/2016	10	N/A	Shortlisted 4 Bidders for RFP 17-102	N/A			
	17-104 RFP	Rec/Parks	Wills Park Pool Renovation	8/25/2016	3	9/21/2016	Stevens & Wilkinson GA, Inc.	\$ 49,995.00		9/22/2016	17000240
	17-1006 RFQ	Community Development	On-Call Planning Services for Community Development	9/22/2016	9	10/17/2016	2 Awards: TSW; Kimley-Horn	N/A			
17-001		Rec/Parks	Wills Park Batting Pavilion	10/13/2016	5						
	17-1007 RFQ	Public Works	Project Management Services	10/13/2016	3						
	17-1005 RFQ	Rec/Parks	Park Landscape Maintenance Services	10/20/2016	7	N/A	Shortlisted Bidders for RFP 17-105 Parks and 17-106 City Ctr & Container Gardens	N/A			



CITY OF ALPHARETTA
 Financial Management Reports
Bid/RFP Status
 for the month ended October 31, 2016

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	17-103 RFP	Public Works	City-wide landscape maintenance-ROW- excluding Park lands	10/21/2016	2						
17-003		Public Works	Northwinds Street Lighting	11/3/2016	4						

Notes:

- 1 Negotiations for sale of City Center Out Parcels to MidCity Real Estate Partne
- 2 On-Call contract with annual appropriations: Update 10-20-16 contract with GEPI terminated. Butch Thompson Ent. willing to maintain pricing in proposal-award recommendation to
- 3 On-Call Contracts for 3 different types of Pipe Lining Services with annual ap



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OTHER REPORTS

GAAP Financial Statements

**City of Alpharetta
Balance Sheet
Governmental Funds
October 31, 2016**

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	City Center	Conf Center	Construction	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Bond Fund	Funds	Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 22,226,306	\$ 7,557,498	\$ 289,616	\$ 85,566	\$ 21,993,283	\$ 51,261,963	\$ 8,310,787	\$ 111,725,019
Receivables (net of allowance for uncollectibles)			\$ 224,124					224,124
Taxes Receivable								-
Property Taxes	17,328,422	-		-	-	-	4,670,825	21,999,247
Other Taxes	-	-		-	-	-	-	-
Interest	-	-		-	-	-	-	-
Accounts	524,672	549,246		-	-	-	3,560	1,077,478
Due from Other Funds	396,010	-	-	-	-	-	-	396,010
Prepaid Items	-	-		-	-	-	-	-
Cash - Restricted	-	-		-	-	-	-	-
Intergovernmental Receivable	-	-		-	-	-	-	-
Restricted	-	-		-	-	-	-	-
Total Assets	40,475,411	8,106,743	513,740	85,566	21,993,283	51,261,963	12,985,172	135,421,878
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	2,033,085	562,445	489,608	-	-	6,366	56,009	3,147,513
Retainage Payable	-	128,700	235,847	0	-	-	-	364,547
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	101,831	-	-	-	-	-	7,774	109,605
Due to Other Funds	-	-	-	85,554	-	-	122	85,676
Deferred Revenue	17,356,919	519,549	\$ 224,124	-	-	-	4,722,691	22,823,283
Unearned Revenue	-	-	-	-	-	-	-	-
Teen Driving/Donation	-	-	-	-	-	-	-	-
T.A.D Payment to County	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-
Non-Current								
Unclaimed Property	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	19,491,836	1,210,694	949,579	85,554	-	6,366	4,786,597	26,530,624
Fund Balances:								
Restricted for:								
Capital Projects	-	427,897	(435,839)	12	21,993,283	51,255,597	3,495,334	76,736,284
Law Enforcement	-	-	-	-	-	-	1,581,807	1,581,807
Emergency Telephone Activities	-	-	-	-	-	-	1,418,716	1,418,716
Grant Projects	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	391,516	391,516
Promotion of Tourism	-	-	-	-	-	-	908,974	908,974
Assigned for:								
Grant Projects	-	-	-	-	-	-	69,639	69,639
Capital Projects	-	6,468,152	-	-	-	-	-	6,468,152
2017 Fiscal year Expenditures	6,049,857	-	-	-	-	-	-	6,049,857
Unassigned	14,933,718	-	-	-	-	-	332,589	15,266,307
Total Fund Balances	20,983,575	6,896,050	(435,839)	12	21,993,283	51,255,597	8,198,575	108,891,252
Total Liabilities and Fund Balances	\$ 40,475,411	\$ 8,106,743	\$ 513,740	\$ 85,566	\$ 21,993,283	\$ 51,261,963	\$ 12,985,172	\$ 135,421,878

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended October 31, 2016

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	City Ctr Fund Fund	Conf Ctr Fund Fund	S2016 Const Bond Fund	Governmental Funds	Governmental Funds
REVENUES								
Taxes:								
Property Tax	\$ 2,596,587	-	-	-	-	-	1,834,889	\$ 4,431,476
Local Option Sales Tax	3,772,138	-	-	-	-	-	719,122	4,491,260
Other Taxes	5,152,193	-	-	-	-	-	945,995	6,098,189
Licenses and permits	1,219,594	-	-	-	-	-	599,319	1,818,913
Intergovernmental	15,000	-	3,165,720	-	-	-	18,117	3,198,837
Charges for services	1,314,538	-	-	-	-	-	15,000	1,329,538
Impact Fees	-	-	-	-	-	-	500	500
Fines/Forfeitures	893,536	-	-	-	-	-	3,613	897,149
Investment earnings	12,813	4,716	(524)	12	31,878	19,895	-	68,790
Contributions and Donations	-	50,000	-	-	-	-	-	50,000
Other	70,805	-	-	-	-	1,527,686	-	1,598,491
Total revenues	15,047,204	54,716	3,165,196	12	31,878	1,547,581	4,136,555	23,983,141
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	802,756	802,756
General government	3,078,114	379,812	-	-	1,855,927	361,301	-	5,675,154
Public safety	9,234,238	178,239	-	-	-	-	1,834,589	11,247,066
Public works	2,352,683	1,859,171	1,314,700	-	-	66,756	225,744	5,819,055
Economic and community development	682,730	20,310	-	-	-	-	-	703,040
Alpharetta Business Community	-	200,846	-	-	-	-	-	200,846
Culture and recreation	2,885,793	17,160	-	-	-	718,927	31,177	3,653,057
Debt service:								
Principal	-	-	-	-	-	-	110,550	110,550
Interest	-	-	-	-	-	-	1,415,778	1,415,778
Other Costs	250,194	-	-	-	-	-	-	250,194
Bond issuance costs	58,470	-	-	-	-	-	1,500	59,970
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	18,542,223	2,655,538	1,314,700	-	1,855,927	1,146,984	4,422,095	29,937,467
Excess (deficiency) of revenues over (under) expenditures	(3,495,018)	(2,600,822)	1,850,496	12	(1,824,049)	400,597	(285,541)	(5,954,326)
OTHER FINANCING SOURCES (USES)								
Transfers in	688,077	2,951,619	-	-	-	-	-	3,639,696
Transfers out	(3,516,619)	-	-	-	-	-	(123,077)	(3,639,696)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-
Sale of non-capital assets	13,766	-	-	-	-	-	-	13,766
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	50,855,000	-	50,855,000
Total other financing sources and (uses)	(2,814,776)	2,951,619	-	-	-	50,855,000	(123,077)	50,868,766
Net change in fund balances	(6,309,795)	350,797	1,850,496	12	(1,824,049)	51,255,597	(408,617)	44,914,440
Fund balances - beginning	27,293,370	6,545,253	(2,286,335)	-	23,817,332	-	8,607,194	63,976,814
Fund balances - ending	\$ 20,983,575	\$ 6,896,050	\$ (435,839)	\$ 12	\$ 21,993,283	\$ 51,255,597	\$ 8,198,577	\$ 108,891,252

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	\$ 20,159,000	\$ 2,596,587	\$ (17,562,413)
Local Option Sales Tax	15,100,000	3,772,138	(11,327,862)
Other Taxes	15,504,500	5,152,193	(10,352,307)
Licenses and Permits	1,765,550	1,219,594	(545,956)
Intergovernmental	511,000	15,000	(496,000)
Charges for Service	3,642,400	1,314,538	(2,327,862)
Fines/Forfeitures	2,402,000	893,536	(1,508,464)
Investment Earnings	60,000	12,813	(47,187)
Contributions and Donations			-
Other	195,967	70,805	(125,162)
Total revenues	59,340,417	15,047,204	(44,293,213)
EXPENDITURES			
Current:			
General government			
City Administration	2,037,438	708,352	1,329,087
Finance	3,199,142	1,416,048	1,783,094
Human Resources	401,756	114,194	287,562
Legal	650,000	-	650,000
Mayor and Council	360,977	107,733	253,244
Municipal Court	1,092,257	505,263	586,994
Information Technology	1,599,441	592,671	1,006,771
Non-Departmental	685,000	223,333	461,667
Contingency	1,055,000	48,338	1,006,663
Total general government	11,081,011	3,715,931	7,365,080
Public Safety	26,494,513	9,934,273	16,560,240
Public works	7,887,543	2,757,071	5,130,472
Economic and community development	2,727,412	739,170	1,988,242
Culture and recreation	8,735,971	3,981,017	4,754,954
Debt Service			
Principal	170,000	-	170,000
Interest	116,940	58,470	58,470
Total expenditures	57,213,390	21,185,932	36,027,458
Excess (Deficiency) of revenues over expenditures	2,127,027	(6,138,728)	(8,265,755)
OTHER FINANCING SOURCES (USES)			
Transfers in	2,250,000	688,077	(1,561,923)
Transfers out	(10,549,857)	(3,516,619)	7,033,238
Capital leases	-		-
Sale of capital assets	70,000	-	(70,000)
Sale of non-capital assets	35,000	13,766	(21,234)
Total other financing sources and uses	(8,194,857)	(2,814,776)	5,380,081
Net change in fund balances	(6,067,830)	(8,953,504)	(2,885,674)
Fund balances - beginning		27,290,370	
Fund balances - ending		\$ 18,336,865	
Adjustments to GAAP basis:			
Encumbrances		2,643,710	
Misc adj		3,000	
Fund balances-ending		\$ 20,983,576	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	\$ 877,338	\$ -	\$ (877,338)
Contributions & Donations	3,073,366	50,000	(3,023,366)
Investment earnings	-	4,716	4,716
Misc Revenue	-	-	-
Other	247,305	-	(247,305)
Total revenues	4,198,009	54,716	(4,143,293)
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	763,257	176,672	586,585
Finance	91,857	45,629	46,228
Information Technology	1,128,598	385,534	743,064
Non-departmental	1,028,835	-	1,028,835
Total general government	3,012,547	607,835	2,404,712
Public Safety	2,120,519	902,100	1,218,419
Engineering & Public Works	9,416,761	4,953,574	4,463,187
Alpharetta Business Community	1,623,167	1,250,543	372,624
Economic and community development	289,194	97,185	192,009
Culture and recreation	3,120,261	245,022	2,875,239
Total Capital Outlay	19,582,449	8,056,259	11,526,190
Excess (Deficiency) revenue over expenditures	(15,384,440)	(8,001,543)	7,382,897
OTHER FINANCING SOURCES (USES)			
Transfers in	8,854,857	2,951,619	(5,903,238)
Capital leases	-	-	-
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	8,854,857	2,951,619	(5,903,238)
Net change in fund balances	(6,529,583)	(5,049,924)	1,479,659
Fund balances - beginning		6,545,253	
Fund balances - ending		\$ 1,495,329	
Adjustments to GAAP basis:			
Encumbrances		5,400,721	
Misc adj-			
Fund balances-ending		\$ 6,896,050	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	\$ 11,845,401	3,165,720	\$ (8,679,681)
Contributions & Donations	-	-	-
Interest Earnings	-	(524)	(524)
Total	<u>11,845,401</u>	<u>3,165,196</u>	<u>(8,680,205)</u>
Expenditures:			
Public Safety	-	-	-
General Government	211,723	-	211,723
Community Development	-	-	-
Public Works	8,847,343	8,792,871	54,472
Recreation & Parks	500,000	-	500,000
Non-Departmental	-	-	-
Total	<u>9,559,066</u>	<u>8,792,871</u>	<u>766,195</u>
Excess (Deficiency) revenue over expenditures	<u>2,286,335</u>	<u>(5,627,675)</u>	<u>(7,914,010)</u>
Other Financing Sources & Uses:			
Transfers in	-	-	-
Budgeted Fund Balance	-	-	-
Subtotal:	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>2,286,335</u>	<u>(5,627,675)</u>	<u>(7,914,010)</u>
Fund balance - beginning		<u>(2,286,335)</u>	
Fund balance - ending		<u>\$ (7,914,010)</u>	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		7,478,171	
Fund balances - ending		<u>\$ (435,839)</u>	

**City of Alpharetta
City Center Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016**

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ 12	\$ 12
Misc Revenue			
Discounts		-	-
Total revenues	-	12	12
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	-	-
Non-Departmental	-	-	-
Total general government	-	-	-
Engineering and Public Works			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues			
Over expenditures	-	12	12
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	-	12	12
Fund balances - beginning		-	
Fund balances - ending		<u><u>\$ 12</u></u>	
Adjustments to GAAP basis:			
Encumbrances			
Fund balances-ending		<u><u>\$ 12</u></u>	

City of Alpharetta
Conference Center Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Bond Proceeds			\$ -
Premium on Bond Proceeds			
Investment Earnings		31,878	31,878
Total revenues	-	31,878	31,878
EXPENDITURES			
General Government:			
Cost of Bond Issuance	16,241		16,241
Non-Departmental	14,753	-	
Total general government	30,994	-	16,241
City Administration	23,805,249	23,602,578	202,671
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(23,836,243)	(23,570,700)	265,543
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(23,836,243)	(23,570,700)	265,543
Fund balances - beginning		23,817,332	
Fund balances - ending		<u>\$ 246,632</u>	
Adjustments to GAAP basis:			
Encumbrances		21,746,651	
Fund balances-ending		<u>\$ 21,993,283</u>	

City of Alpharetta
Bond Construction Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Bond Proceeds	\$ 50,855,000	\$ 50,855,000	\$ -
Premium on Bond Proceeds	\$ 1,527,686	\$ 1,527,686	
Investment Earnings		19,895	19,895
Total revenues	52,382,686	52,402,581	19,895
EXPENDITURES			
General Government:			
Cost of Bond Issuance	378,119	361,301	16,818
Public Works	33,352,420	632,445	
Recreation & Parks	18,652,147	851,327	
Total general government	52,382,686	1,845,073	16,818
City Administration			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	-	50,557,508	50,557,508
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	-	50,557,508	50,557,508

Fund balances - beginning

Fund balances - ending	\$ 50,557,508
Adjustments to GAAP basis:	
Encumbrances	698,089
Fund balances-ending	\$ 51,255,597

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
October 31, 2016

ASSETS

Current Assets:		
Cash and Cash Equivalents & Investments	\$	1,574,810
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		<u>1,574,810</u>
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		<u>-</u>
Total Noncurrent Assets		<u>-</u>
Total Assets		<u>1,574,810</u>

LIABILITIES

Current Liabilities:		
Accounts Payable		-
Claims Payables		201,319
Accrued Interest Payable		-
Due to Other Funds		286,000
Total Current Liabilities		<u>487,319</u>
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		<u>-</u>
Noncurrent Liabilities:		
Other Non-Current Liabilities		-
Total Noncurrent Liabilities		<u>-</u>
Total Liabilities		<u>487,319</u>

NET ASSETS

Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		<u>1,087,491</u>
Total Net Assets		<u>1,087,491</u>
Total Liabilities & Net Assets	\$	<u>1,574,810</u>

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ 16	\$ (16)
Employer Medical Contribution	6,520,032	2,004,748	(4,515,284)
Employee Medical Contribution	724,448	255,319	(469,129)
Insurance Proceeds	-	-	
Total revenues	7,244,480	2,260,083	(4,984,397)
EXPENDITURES			
Medical Premiums	1,441,673	449,907	991,766
Medical Claims	5,714,666	1,388,307	4,326,359
Contingency	955,624	0	955,624
Total expenditures	8,111,963	1,838,214	6,273,749
Excess (Deficiency) of Revenues Over expenditures	(867,483)	421,869	1,289,352
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(867,483)	421,869	1,289,352
Fund balances - beginning		665,623	
Fund balances - ending		<u><u>\$ 1,087,491</u></u>	
Adjustments to GAAP basis:			
Encumbrances		-	
Misc adj			
Fund balances-ending		<u><u>\$ 1,087,491</u></u>	

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
October 31, 2016

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,966,441
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	11,047
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,977,488</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,977,488</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	904
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	3,692
Payroll Liabilities	194
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>4,789</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>4,789</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,972,699
Total Net Assets	<u>1,972,699</u>
Total Liabilities & Net Assets	<u>\$ 1,977,488</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended October 31, 2016

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 1,657,903
Misc Revenue	1,174
Total operating revenues	<u>1,659,076</u>
Operating expenses:	
Administration	3,194,877
Non-departmental	-
Total operating expenses	<u>3,194,877</u>
Operating Gain (loss)	(1,535,802)
Non-operating revenues (expenses):	
Investment earnings	-
Total non-operating revenue (expenses)	<u>-</u>
Income (loss) before transfers	(1,535,801)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(1,535,801)
Total net assets-beginning	<u>1,123,990</u>
Total net assets-ending (net of encumbrances)	<u>(411,811)</u>
Adjustments to GAAP basis:	
Encumbrances	2,384,510
Misc adj-Encumbrances Resv/Prior Year	-
Total net assets-ending	<u>\$ 1,972,699</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
October 31, 2016

ASSETS

Current Assets:	
Cash and Cash Equivalents & Investments	\$ 811,298
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	<u>811,298</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>811,298</u>

LIABILITIES

Current Liabilities:	
Accounts Payable	-
Claims Payables	279,903
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	<u>279,903</u>
Current Liabilities Payable from Restricted Assets:	
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Other Non-Current Liabilities	328,692
Total Noncurrent Liabilities	<u>328,692</u>
Total Liabilities	<u>608,595</u>

NET ASSETS

Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	202,703
Total Net Assets	<u>202,703</u>
Total Liabilities & Net Assets	<u>\$ 811,298</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ 2,200	\$ 360	\$ (1,840)
Charges for Service	1,310,000	436,667	(873,333)
Discounts	-	-	-
Insurance Proceeds	-	46,521	
Total revenues	1,312,200	483,548	(828,652)
EXPENDITURES			
Workers Compensation Admin	-	-	-
Professional Fees	125,000	107,428	17,572
Auto Liability	137,000	143,111	(6,111)
Property & Equipment Liability	88,000	83,823	4,177
General Liability	60,000	56,244	3,756
Law Enforcement Liability	100,000	94,931	5,069
Public Entity Liability	55,000	57,900	(2,900)
Workers Comp Excess Liability	90,000	100,239	(10,239)
Employee Benefits Liability	-	-	-
Criminal Liability	4,200	4,275	(75)
Cyber Liability	8,000	6,806	1,194
Umbrella Liability	60,000	56,725	3,275
Medical Services	40,000	3,442	36,558
Claims/Judgements	545,000	154,961	390,039
Contingency	589,041	-	589,041
Total expenditures	1,901,241	869,885	1,031,356
Excess (Deficiency) of Revenues Over expenditures	(589,041)	(386,338)	202,703
OTHER FINANCING SOURCES			
Asset Disposition	-	-	-
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(589,041)	(386,338)	202,703

Fund balances - beginning

589,041

Fund balances - ending

\$ 202,703

Adjustments to GAAP basis:

Encumbrances

-

Misc adj

Fund balances-ending

\$ 202,703

City of Alpharetta
Statement of Net Position
OPEB Trust Fund
October 31, 2016

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 1,112,838
Investments	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	<u>1,112,838</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	\$ 25,999
Due to Other Funds	-
Total Current Liabilities	<u>25,999</u>
Current Liabilities Payable from Restricted Assets:	
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>25,999</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>1,086,838</u>
Total Net Assets	<u>1,086,838</u>
Total Liabilities & Net Assets	<u><u>\$ 1,112,838</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Trust Fund
For the Period Ended October 31, 2016

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 28,333
Employee Contribution	
Total Contribution	<u>28,333</u>
Investment Income	-
Net appreciation in FMV	-
Interest and Dividends	1,502
Total Investment Income	<u>1,502</u>
Total Additions (Deductions)	<u>29,835</u>
Deductions:	
Benefits payments	-
Professional Fees	-
Total deductions	<u>-</u>
Net Increase (Decrease)	<u>29,835</u>
Net Assets held in trust for pension benefits	
Beginning of year	1,057,003
Total net assets	<u>\$ 1,086,838</u>

**City of Alpharetta
Statement of Net Position
Pension Trust Fund
October 31, 2016**

	Pension Trust Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ -
Investments	60,205,727
	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	<u>60,205,727</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
	-
Due to Other Funds	-
Total Current Liabilities	<u>-</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>60,205,727</u>
Total Net Assets	<u>60,205,727</u>
Total Liabilities & Net Assets	<u><u>\$ 60,205,727</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended October 31, 2016

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 2,500,000
Employee Contribution	120,918
Total Contribution	<u>2,620,918</u>
Investment Income	-
Net appreciation in FMV	745,386
Interest and Dividends	238,169
Total Investment Income	<u>983,555</u>
Total Additions (Deductions)	<u>3,604,473</u>
Deductions:	
Benefits payments	553,738
Professional Fees	50,633
Total deductions	<u>604,371</u>
Net Increase (Decrease)	<u>3,000,102</u>
Net Assets held in trust for pension benefits	
Beginning of year	57,205,625
Total net assets	<u>\$ 60,205,727</u>

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
October 31, 2016

	Special Revenue							Total Non-major Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Debt Service Fund	Stormwater Capital Fund	
ASSETS								
Cash / Cash Equivalents / Investments	\$ 908,974	\$ 3,495,334	\$ 1,582,148	\$ 69,639	\$ 1,481,035	\$ 439,823	\$ 333,834	\$ 8,310,787
Taxes Receivable	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	3,560	\$ -	-	-	3,560
Property Taxes	-	-	-	-	-	4,670,825	-	4,670,825
Intergovernmental Receivable	-	-	-	-	-	-	-	-
Due From Other Funds	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-
Total Assets	908,974	3,495,334	1,582,148	73,199	1,481,035	5,110,647	333,834	12,985,172
LIABILITIES								
Accounts Payable	-	-	-	-	54,764	-	1,245	56,009
Retainage Payable	-	-	-	-	-	-	-	-
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	219	-	7,555	-	-	7,774
Due to Other Fund	-	-	122	-	-	-	-	122
Deferred Revenue	-	-	-	3,560	-	4,719,131	-	4,722,691
Unearned Revenue	-	-	-	-	-	-	-	-
Total Liabilities	-	-	341	3,560	62,318	4,719,131	1,245	4,786,597
FUND BALANCES								
Restricted:								
Capital Projects	-	3,495,334	-	-	-	-	-	3,495,334
Law Enforcement	-	-	1,581,807	-	-	-	-	1,581,807
Promotion of Tourism	908,974	-	-	-	-	-	-	908,974
Emergency Telephone Activities	-	-	-	-	1,418,716	-	-	1,418,716
Debt Service	-	-	-	-	-	391,516	-	391,516
Assigned for: Grant Projects	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	69,639	-	-	-	69,639
Unassigned:	-	-	-	-	-	-	332,589	332,589
Total Fund Balances	908,974	3,495,334	1,581,807	69,639	1,418,716	391,516	332,589	8,198,575
Total Liabilities and Fund Balances	\$ 908,974	\$ 3,495,334	\$ 1,582,148	\$ 73,199	\$ 1,481,035	\$ 5,110,647	\$ 333,834	\$ 12,985,172

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ending October 31, 2016

	Special Revenue							Total Non-major Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operations	E911 Fund	Debt Service Fund	Stormwater Service Fund	
REVENUES:								
Hotel Motel Tax	\$ 1,834,889	-	-	-				\$ 1,834,889
Property tax						719,122	-	719,122
Charges for Service	-	-	-	-	945,995			945,995
Impact Fees	-	599,319		-				599,319
Forfeiture Income	-	-	18,117	-				18,117
Intergovernmental	-	-	-	15,000	-			15,000
Contributions & Donations	-	-	-	500				500
Investment Earnings	-	1,949	135	34	973	523	-	3,613
Other	-	-	-	-		-	-	-
Total revenues	1,834,889	601,268	18,252	15,534	946,968	719,645	-	4,136,555
EXPENDITURES:								
Tourism	802,756	-	-	-	-			802,756
Community Development	-	-	-	-	-			-
Culture/Recreation	-	31,177	-	-	-			31,177
Public Safety	-	2,021	179,304	2,155	1,651,110			1,834,589
Public Works							225,744	225,744
General Government	-	-	-	-	-	-	-	-
Debt Service:								
Principal						110,550	-	110,550
Interest	385,648					1,030,130	-	1,415,778
Bond Issuance Costs						1,500	-	1,500
Total expenditures	1,188,405	33,198	179,304	2,155	1,651,110	1,142,180	225,744	4,422,095
Excess (deficiency) of revenues over expenditures	646,484	568,070	(161,052)	13,379	(704,142)	(422,536)	(225,744)	(285,541)
OTHER FINANCING SOURCES (USES):								
Transfers in / out:								-
Debt service fund	-	-	-	-				-
Capital Projects								-
Operating grants fund	-	-	-	-				-
Capital grants fund	-	-	-	-				-
General fund	(688,077)	-	-	6,667	-		558,333	(123,077)
Budgeted Fund Balance:	-	-	-	-				-
Total other financing sources and (uses)	(688,077)	-	-	6,667	-		558,333	(123,077)
Net change in fund balances	(41,593)	568,070	(161,052)	20,045	(704,142)	(422,536)	332,589	(408,617)
Fund balances - beginning	950,567	2,927,264	1,742,859	49,594	2,122,858	814,052	-	8,607,194
Fund balances - ending	908,974	\$ 3,495,334	\$ 1,581,807	\$ 69,639	\$ 1,418,716	\$ 391,516	\$ 332,589	\$ 8,198,575

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	\$ 6,000,000	\$ 1,834,889	\$ (4,165,111)
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total revenues	<u>6,000,000</u>	<u>1,834,889</u>	<u>(4,165,111)</u>
EXPENDITURES:			
Alpharetta Convention & Visitor's Bureau	2,625,000	802,756	1,822,244
Alpharetta Business Community	-	-	-
Debt Service Reserve	1,299,936		
Bond Interest	775,630	385,648	
Contingency	-	-	-
Total Expenditures	<u>4,700,566</u>	<u>1,188,405</u>	<u>1,822,244</u>
Excess of revenues over expenditures	<u>1,299,434</u>	<u>646,484</u>	<u>(2,342,867)</u>
OTHER FINANCING SOURCES (USES):			
Transfers Out	(2,250,000)	(688,077)	1,561,923
Total other financing sources and uses	<u>(2,250,000)</u>	<u>(688,077)</u>	<u>1,561,923</u>
Net change in fund balances	<u>(950,566)</u>	<u>(41,593)</u>	<u>11,137</u>
Fund balances - beginning	<u>\$ 950,567</u>		
Fund balances - ending	<u>\$ 908,974</u>		

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	\$ 605,000	\$ 599,319	\$ (5,681)
Investment Earnings	3,000	1,949	(1,051)
Total Revenues	608,000	601,268	(6,732)
EXPENDITURES:			
Public Safety	524,063	252,663	
Public Works	1,150,000	-	
Recreation & Parks	1,300,000	214,300	
Community Development	561,201	-	
General Government	-	\$ -	-
Total expenditures	-	466,963	-
Excess (deficiency) of revenues over expenditures	608,000	134,305	(6,732)
OTHER FINANCING SOURCES (USES):			
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	608,000	134,305	(6,732)
Fund balances - beginning		2,927,264	
Fund balances - ending		\$ 3,061,569	
Encumbrances		433,764	
Fund balances - ending		\$ 3,495,334	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	\$ 347,600	\$ 18,117	\$ (329,483)
Investment Earnings	976	135	(841)
Misc Revenue	-		
Total Revenues	348,576	18,252	(330,323)
EXPENDITURES:			
Public Safety	2,091,435	196,437	1,894,998
Non-Departmental	-	-	-
Total expenditures	2,091,435	196,437	1,894,998
Excess (deficiency) of revenues over expenditures	(1,742,859)	(178,185)	1,564,675
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balances	(1,742,859)	(178,185)	1,564,675
Fund balances - beginning		1,742,859	
Fund balances - ending		\$ 1,564,674	
Adjustments to GAAP basis:			
Encumbrances		17,133	
Fund balances - ending		\$ 1,581,807	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	\$ 51,054	\$ 15,000	(36,054)
Contributions & Donations	800	500	(300)
Discounts Taken		-	-
Interest Earnings	-	34	34
Transfers in	20,000	6,667	(13,333)
Contingencies	-	-	-
Total	71,854	22,200	(49,654)
EXPENDITURES:			
General Government	38,002	-	38,002
Community Development	-	-	-
Engineering/Public Works	-	-	-
Public Safety	37,516	2,155	35,361
Recreation & Parks	45,929	-	45,929
Contingencies	-	-	-
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	121,447	2,155	119,292
Excess (deficiency) of revenues over expenditures	(49,593)	20,045	69,638
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balance	(49,593)	20,045	69,638
Fund balance - beginning		49,594	
Fund balance - ending		\$ 69,639	
Adjustments to GAAP basis:			
Encumbrances			
Fund balances - ending		\$ 69,639	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	\$ 3,665,000	\$ 945,995	\$ (2,719,005)
Misc Revenue	-	-	-
Investment Earnings	5,259	973	(4,286)
Total Revenues	3,670,259	946,968	(2,723,291)
EXPENDITURES:			
Public Safety	5,203,116	2,545,590	2,657,526
Total expenditures	5,203,116	2,545,590	2,657,526
Excess (deficiency) of revenues over expenditures	(1,532,857)	(1,598,622)	(65,765)
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,532,857)	(1,598,622)	(65,765)
Fund balances - beginning		2,122,858	
Fund balances - ending		\$ 524,236	
Adjustments to GAAP basis:			
Encumbrances		894,481	
Fund balances - ending		\$ 1,418,716	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	\$ 5,505,000	\$ 719,122	\$ (4,785,878)
Misc Revenue		-	-
Investment earnings	9,000	523	(8,477)
Total revenues	5,514,000	719,645	(4,794,355)
EXPENDITURES:			
Current:			
General government			
Finance			-
Non-departmental		-	-
Total general government	-	-	-
Debt Service:			
Principal	2,560,550	110,550	2,450,000
Interest	3,251,257	1,030,130	2,221,127
Contingency	511,245	-	511,245
Bond issuance costs	5,000	1,500	3,500
Total debt service	6,328,052	1,142,180	5,185,872
Total expenditures	6,328,052	1,142,180	5,185,872
Excess (Deficiency) of revenues over expenditures	(814,052)	(422,536)	391,516
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	-	-	-
	(814,052)	(422,536)	391,516
Fund balances - beginning		814,052	
Fund balances - ending		\$ 391,516	

City of Alpharetta
Stormwater Capital Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended October 31, 2016

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total Revenues	-	-	-
EXPENDITURES:			
Public Works	1,590,140	905,429	
Public Safety	84,860	69,860	15,000
Total expenditures	1,675,000	975,289	15,000
Excess (deficiency) of revenues over expenditures	(1,675,000)	(975,289)	15,000
OTHER FINANCING SOURCES (USES):			
Transfers In	1,675,000	558,333	(1,116,667)
Transfers Out	-	-	-
Total other financing sources and uses	1,675,000	558,333	(1,116,667)
Net change in fund balances	-	(416,955)	(1,101,667)
Fund balances - beginning			
Fund balances - ending		\$ (416,955)	
Adjustments to GAAP basis:			
Encumbrances		749,545	
Fund balances - ending		\$ 332,589	

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of October 31, 2016

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues*					
99575100-346900	Bond Application Fee	\$ -	\$ 500		\$ (500)
99575100-361000	Investment Earnings	-	25		(25)
99575100-334310-C1528	FISERV REBA Grant	125,000	-		125,000
99575100-371000-C1625	Alpharetta Virtual Reality Video (ACVB Contribution)	12,500	-		12,500
	<i>subtotal</i>	\$ 137,500	\$ 525		\$ 136,975
(1) 99575100-395000	Carryforward Fund Balance	\$ 295,462	\$ -		\$ 295,462
	<i>subtotal</i>	\$ 295,462	\$ -		\$ 295,462
	Total	\$ 432,962	\$ 525		\$ 432,437
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 60,000	\$ 10,500	\$ -	\$ 49,500
99575100-544100-C1532	ATC Operational Funds	150,000	37,500	-	112,500
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C1528	FISERV REBA Grant	125,000	-	-	125,000
99575100-544100-C1625	Alpharetta Virtual Reality Video (Economic Development)	25,000	25,000	-	-
	<i>subtotal</i>	\$ 380,948	\$ 73,000	\$ -	\$ 307,948
99575100-522250-C1535	Innovation Center Operations (Facility R&M)	\$ -	\$ -	\$ -	\$ -
99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	1,488	3,800	-	(2,312)
99575100-531100-C1535	Innovation Center Operations (Maintenance Supplies)	66	-	-	66
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	-	261	-	(261)
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	192	47	-	145
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	-	698	-	(698)
99575100-531230-C1535	Innovation Center Operations (Electricity)	5,897	1,974	-	3,923
	<i>subtotal</i>	\$ 7,643	\$ 6,780	\$ -	\$ 863
99575100-579000	Reserve*	\$ 44,371	\$ -	\$ -	\$ 44,371
	<i>subtotal</i>	\$ 44,371	\$ -	\$ -	\$ 44,371
	Total	\$ 432,962	\$ 79,780	\$ -	\$ 353,182

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



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of October 31, 2016

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 314,374		
Revenues collected to date			525		
Expenditures incurred to date			(79,780)		
Fund Balance (current)			\$ 235,119		
Forecasted revenue collections			137,500		
Fund Balance (forecasted)			\$ 372,619		
Allocation of Forecasted Fund Balance:					
Spendable (available for investment by the Board)			\$ 63,808		
Non-Spendable (unspent/remaining project allocations)			308,811		
			\$ 372,619		



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GAAP



Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
October 31, 2016

ASSETS

Current Assets:

Cash and Cash Equivalents	\$	216,218
Investments		

Restricted Cash for Bond Issuance Costs		18,911
Total Assets		235,129

LIABILITIES

Current Liabilities:

Accounts Payable		10
Due to Other Funds		-
Total Current Liabilities		10

Current Liabilities Payable from Restricted Assets:

		-
Total Current Liabilities Payable from Restricted Assets		-

Noncurrent Liabilities:

		-
Total Noncurrent Liabilities		-
Total Liabilities		10

Fund Balance

Restricted		171,311
Unassigned		63,808
Total Fund Balance		235,119

Total Liabilities & Fund Balance	\$	235,129
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended October 31, 2016

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ -
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	525
	<u>525</u>
Total Revenues	<u><u>525</u></u>
Expenditures	
Economic Development	79,606
Utilities - Miscellaneous	174
Debt Service:	
Principal	-
Interest	-
	<u>-</u>
Total Expenditures	<u><u>79,780</u></u>
Excess (deficiency) of revenues over (under) expenditures	(79,255)
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	(79,255)
Fund Balance, Beginning of Year	<u>314,374</u>
Fund Balance, End of Year	<u><u>\$ 235,119</u></u>





City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: PH-16-08 UNIFIED DEVELOPMENT CODE - TEXT AMENDMENTS (2ND READING)

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report, 2016 Ordinance Text Amendments, Sec 1.4 UDC Changes, Section 2.2a Conditional Use Regs, 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.

AN ORDINANCE TO AMEND ARTICLES I II AND III OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO MODIFY, DELETE AND/OR ADD CERTAIN DEFINED TERMS; TO ADD EQUESTRIAN CENTER AS A CONDITIOINAL USE IN THE RE, R, R-22 AND R-15 ZONING DISTRICTS; TO MODIFY, DELETE AND/OR ADD DWELLING, 'FOR-RENT', GROUP; TO MODIFY TABLE 2.2 OF THE UDC TO INCORPORATE AMENDMENTS TO PERMITTED USES AND CONDITIONAL USES WITHIN CERTAIN DISTRICTS; TO MODIFY SECTION 2.3.1 OF THE UDC REGARDING SETBACK EXCLUSIONS; TO DELETE SECTION 2.3.7 OF THE UDC; TO DELETE SECTION 2.7.7 OF THE UDC REGARDING MASSAGE AND SPA ESTABLISHMENTS; TO MODIFY SECTION 3.7 NORTH POINT ACTIVITY CENTER GUIDELINES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the "City") adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Unified Development Code"); and

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

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

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

WHEREAS, the City Council desires to amend Articles I and II and Appendix A (the Alpharetta Downtown Code) of the Unified Development Code for the foregoing purposes; and

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

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

Section 1: Article I, Section 1.4.2, "Defined Terms," of the Unified Development Code is hereby amended by striking the terms and definitions for "Barber Shop", "Beauty Shop", "Massage Parlor", "Nail Salon", and "Spa Services" and adding the following terms and definitions in their appropriate alphabetical order:

“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.”

“Massage Therapy. Any 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.

“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.”

“Spa Services. A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, 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.

Section 2: Subsections **2.2.2(C)(1)** [*RE – Conditional Uses*], **2.2.3(C)(1)** [*R – Conditional Uses*], **2.2.4(C)(1)** [*R-22 – Conditional Uses*], and **2.2.5(C)(1)** [*R-15 – Conditional Uses*] of Article II of the Unified Development Code are hereby amended by adding “Equestrian Center” as a conditional use in each of said subsections.

Section 3: Subsections **2.2.10(A)(1)** [*R-10M – Permitted Principal Uses: Residential Uses*], **2.2.14(C)(1)** [*C-1: Conditional Uses: Residential Uses*], **2.2.13(C)(2)** [*C-2 – Conditional Uses: Residential Uses*] of Article II of the Unified Development Code are hereby amended by adding “Dwelling, Group” as a conditional use in each of said subsections.

Section 4: Subsection **2.2.14(A)(1)** [*C-1: Permitted Principal Uses/Residential Uses*], **2.2.15 (C)(1)** of Article II of the Unified Development Code is hereby amended by deleting “Dwelling, Group” as a permitted use.

Section 5: Table **2.2** of Article II of the Unified Development Code, titled “List of Permissible and Conditional Uses,” is hereby amended by deleting the rows labeled “Equestrian Center” and “Dwelling, For-Rent, Group” in their entirety and inserting, in their appropriate alphabetical order, new rows to read as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 6: Section **2.3.1(D)(1)**, Setbacks – Exclusions, of Article II of the Unified Development Code is hereby amended to allow retaining walls of no more than 4 feet in height within setback areas.

Section 7: Section **2.3.7**, Conditional Uses, of Article II of the Unified Development Code is hereby deleted in its entirety and reserved.

Section 8: Section **2.7.7**, Massage Therapy, of Article II of the Unified Development Code is hereby deleted.

Section 9: Section **3.7**, Northpoint Activity Center Guidelines, of Article III of the Unified Development Code is hereby amended throughout to replace the terms “recommended”, “should”, and “may” with “required” and “shall”. The definition of Type C corridor is amended to include Encore Parkway and “all other” internal streets, “existing or proposed”.

Section 10: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any

particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 11: This Ordinance shall be effective immediately upon its adoption by the City Council and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2016.

Approved:

David Belle Isle, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

EXHIBIT “A”

[illegible]

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.

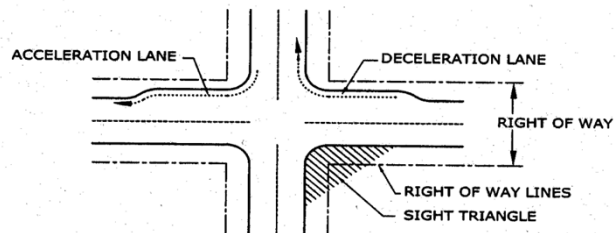
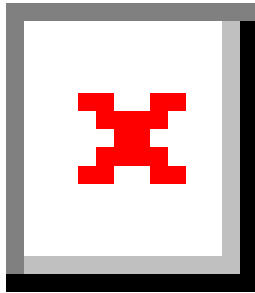


FIGURE 1

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.

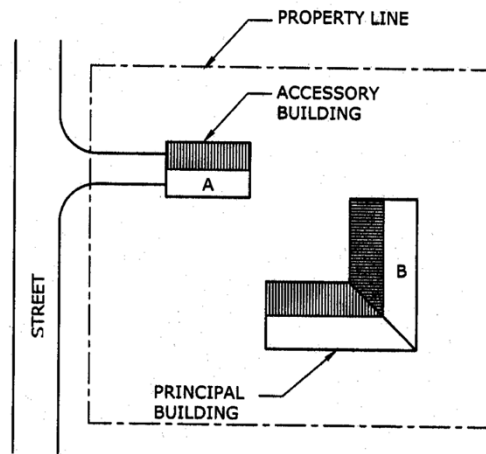
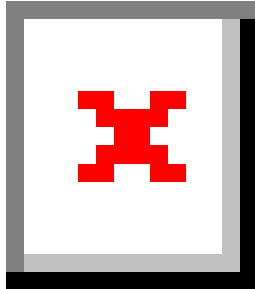


FIGURE 2

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.

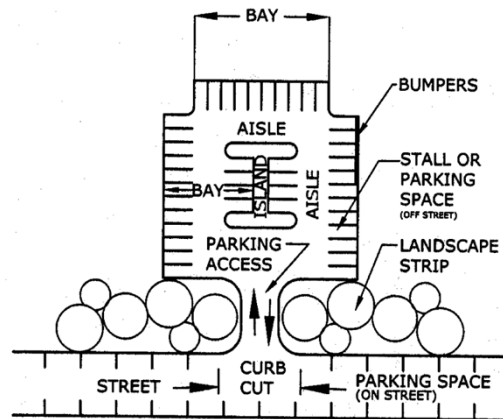
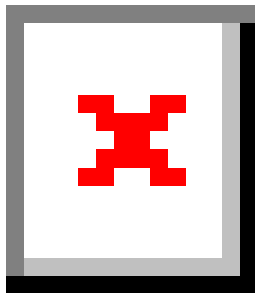


FIGURE 3

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.

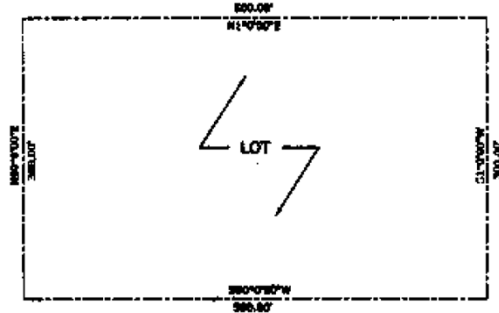
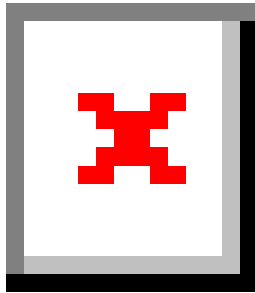


FIGURE 4

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.

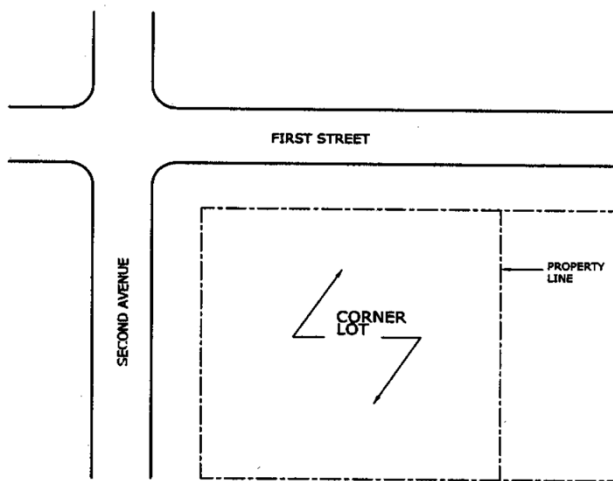


FIGURE 5

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.

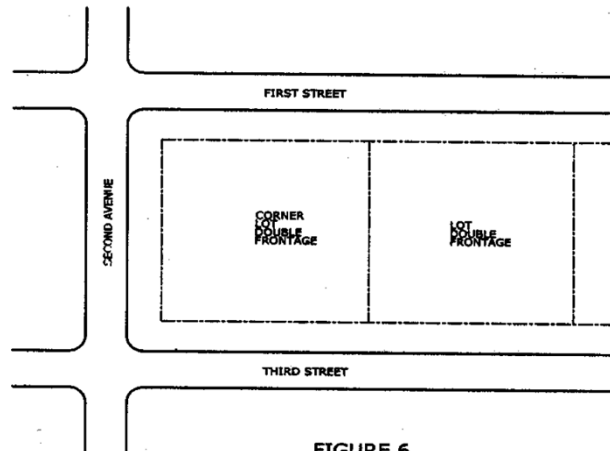
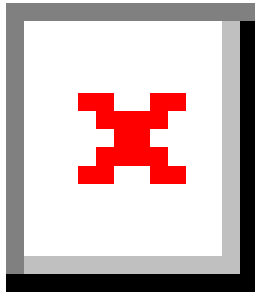


FIGURE 6

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.

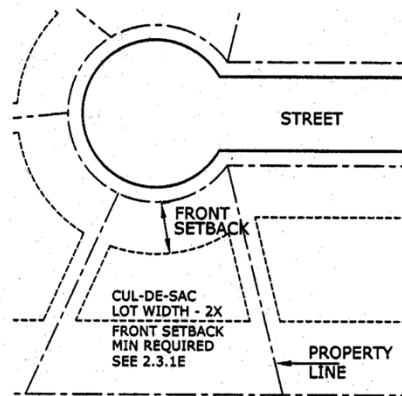
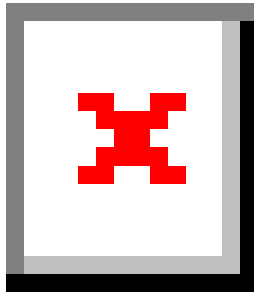


FIG 7

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.

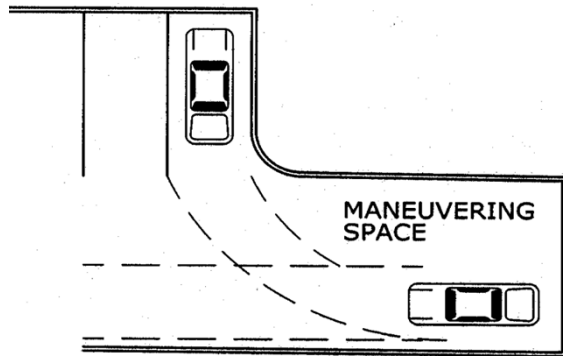
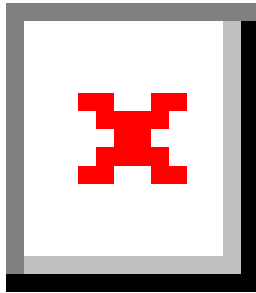


FIGURE 8

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."

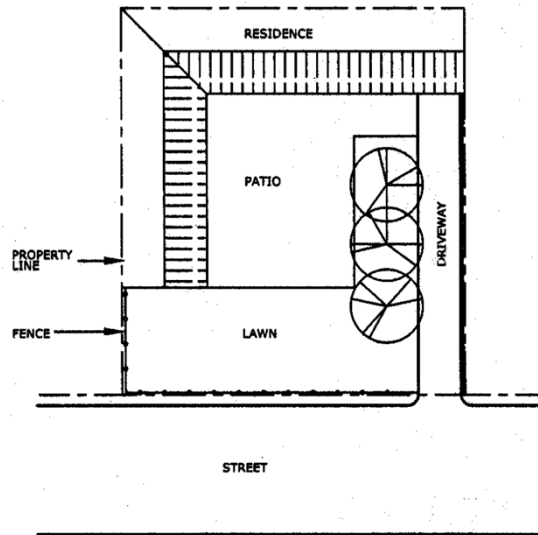
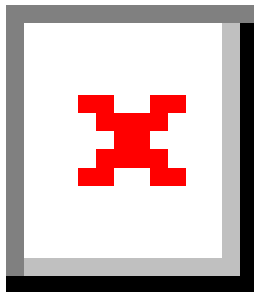


FIGURE 9

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.

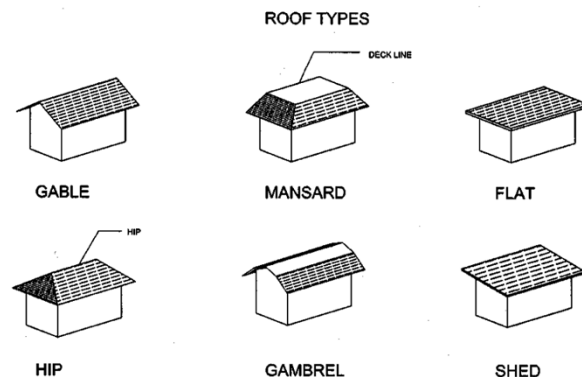
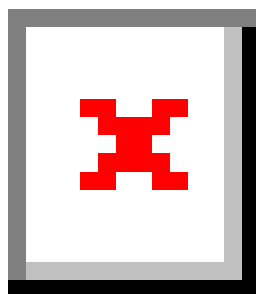
Retail Sales Establishment. A business principally engaged in offering a category of similar goods or products for sale to the general public, such as grocery store, hardware store, pharmacy, clothing shop, home furnishings store, office supplies store, and the like.

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.

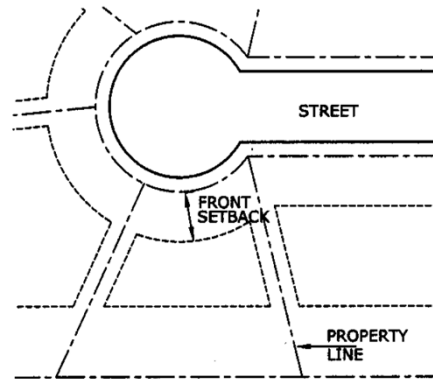
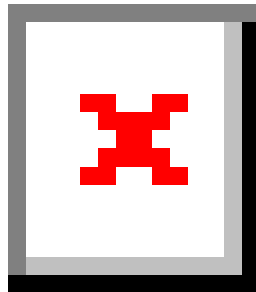


FIG 11

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.

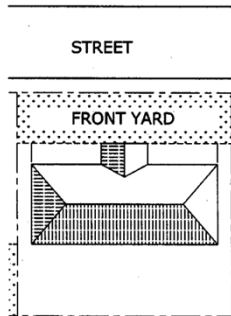
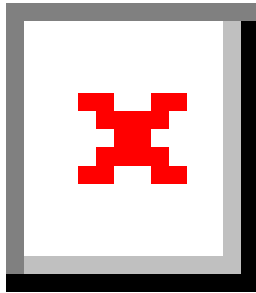


FIG 12

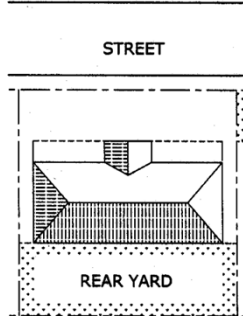


FIG 13

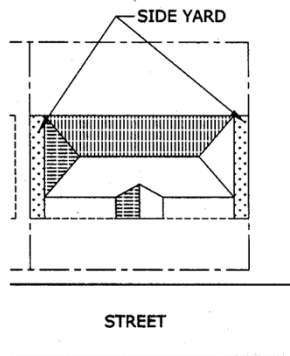


FIG 14

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.
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.~~ Dwelling, Group (congregate housing, nursing home, etc.)
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>O</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	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.~~

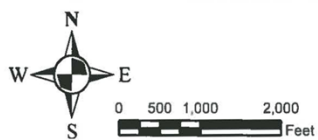
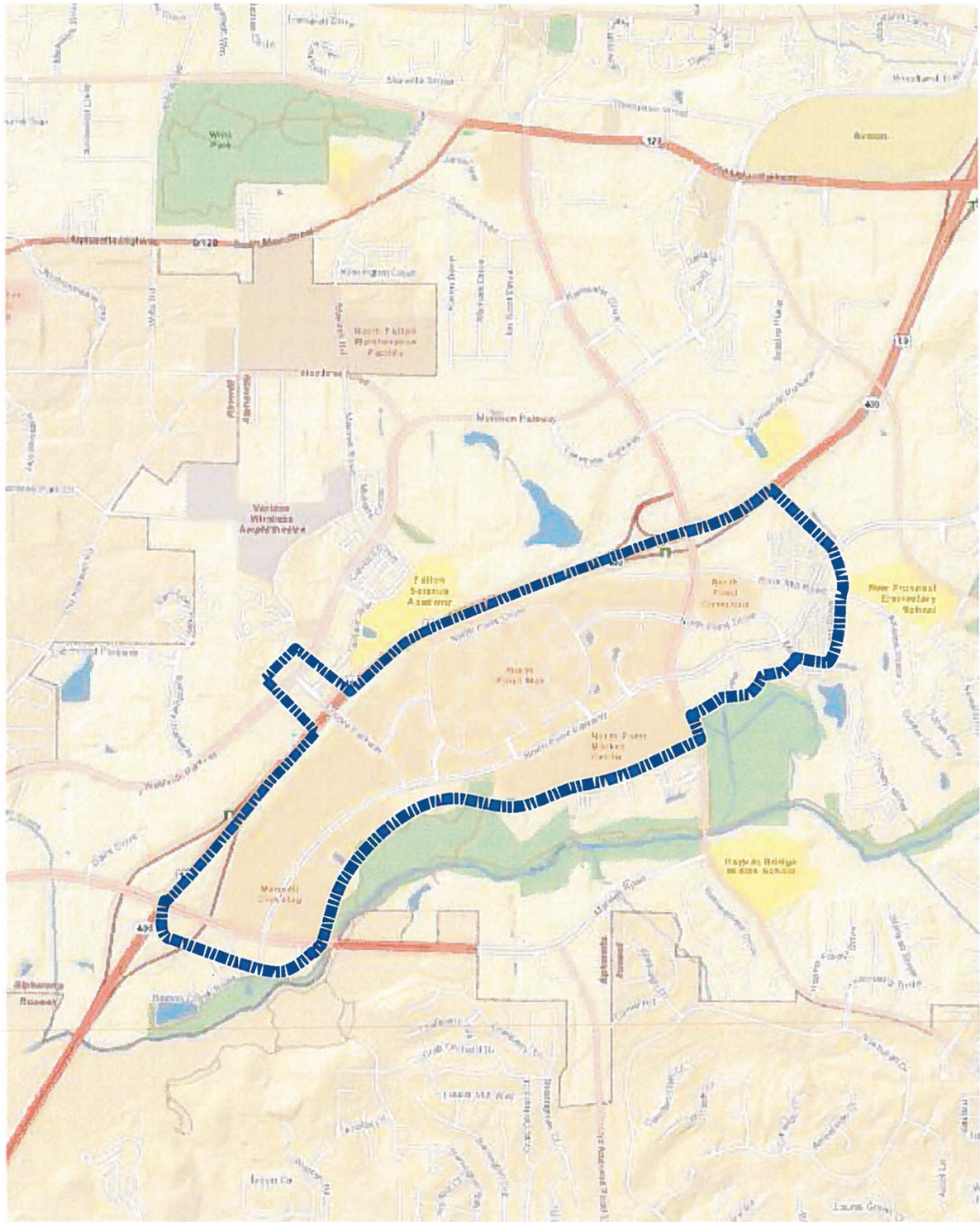
~~3.—This article shall become effective immediately upon its adoption. All ordinances or parts of ordinances in conflict with this article are hereby repealed. The article shall become part of the Official Code of Alpharetta.~~

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).

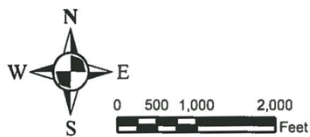
Currently these areas are zoned either Planned Shopping Center (PSC), Office-Institutional (O-I), and Community Unit Plan (CUP). This document does not change the underlying zoning or land use. The document does limit the amount of parking and drive isles between the roadway and building, requires maximum 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.



North Point Activity Center

February 2015

Figure 1



North Point Activity Center

February 2015

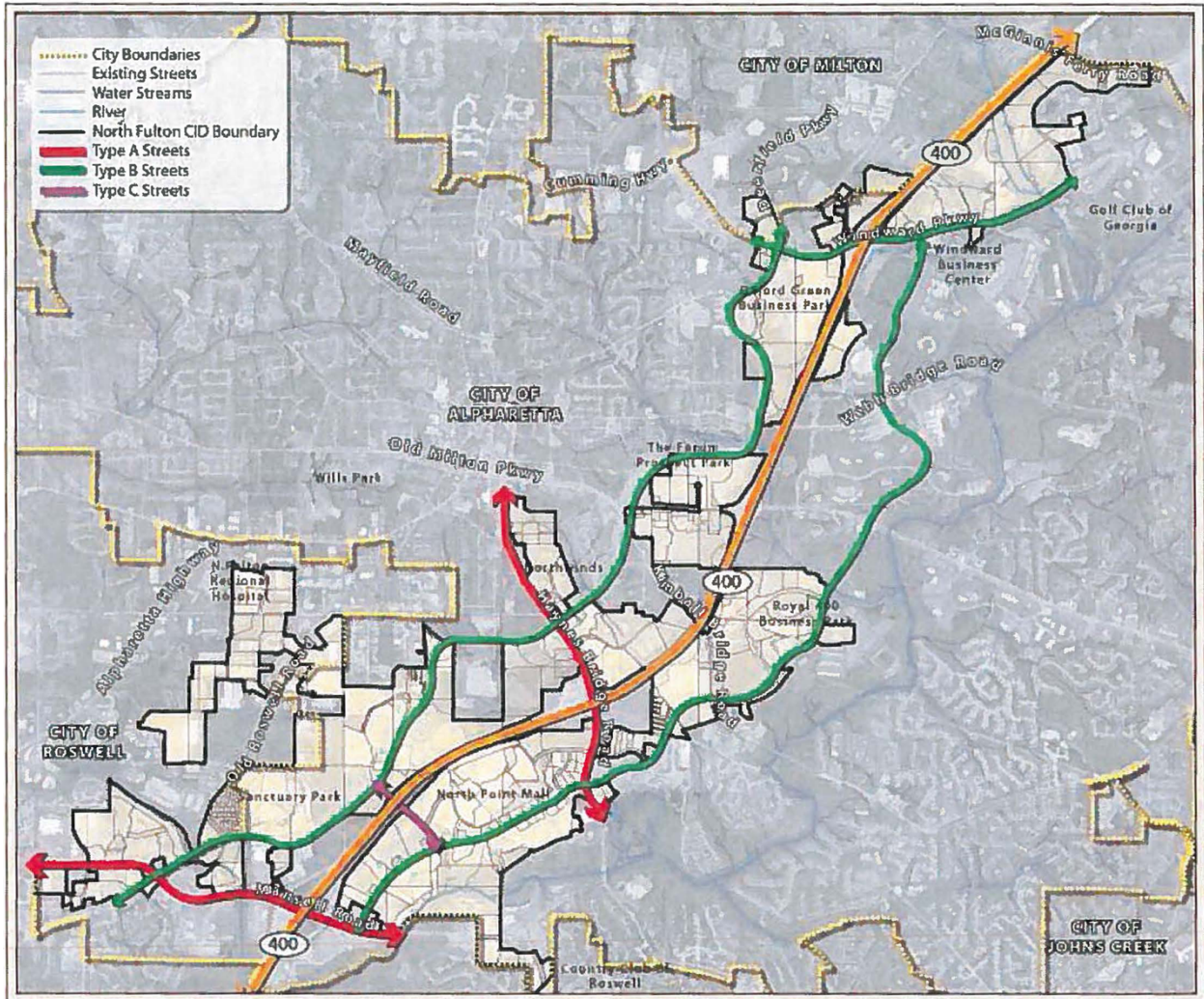
Figure 2

([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

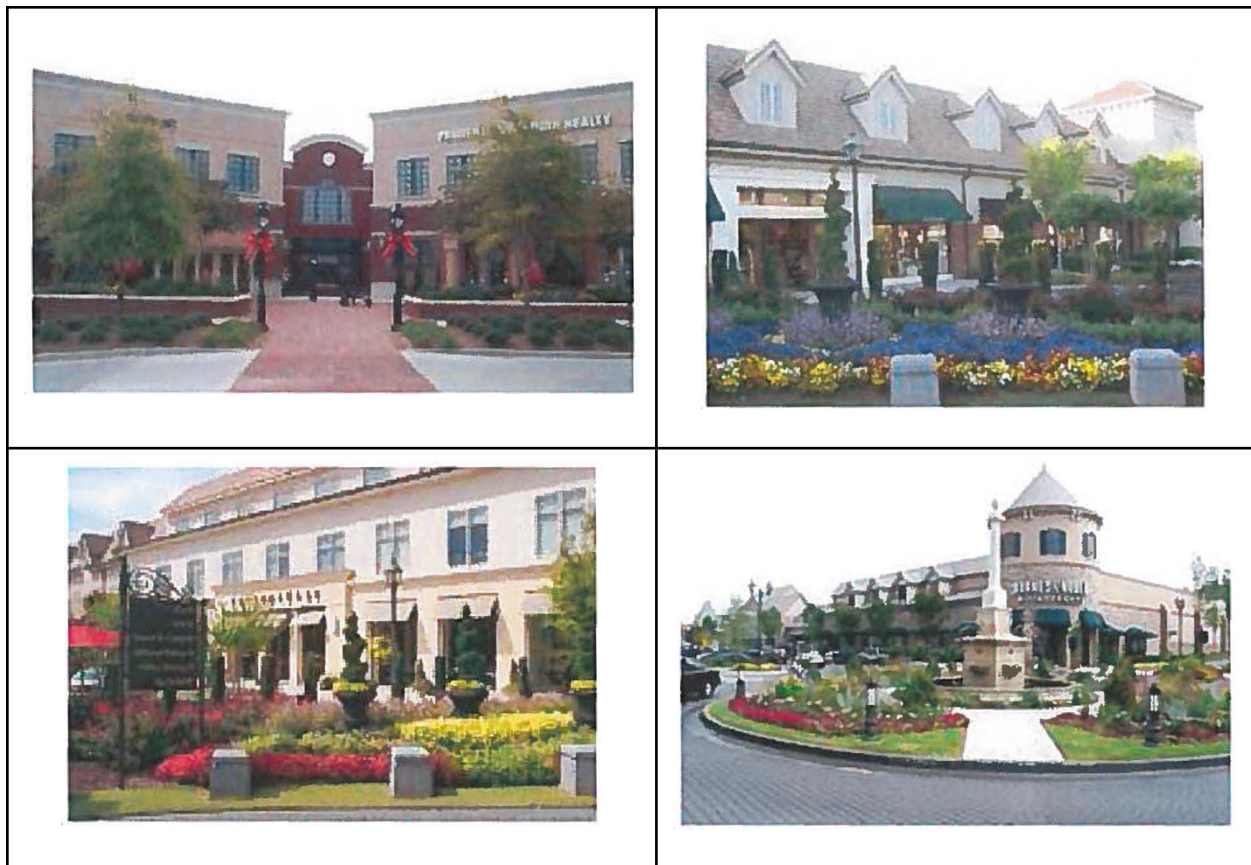
(1) Width may be reduced due to site conditions at staff discretion.

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



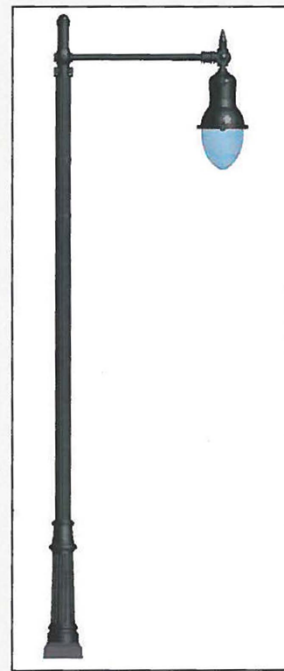
Victor Stanley litter container model A-36 Steelsites (36 gallon) with latch door hinge. Lid to have stainless steel ash tray, color to be powder coat black. Matches Alpharetta standard from Memorial Park.

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.

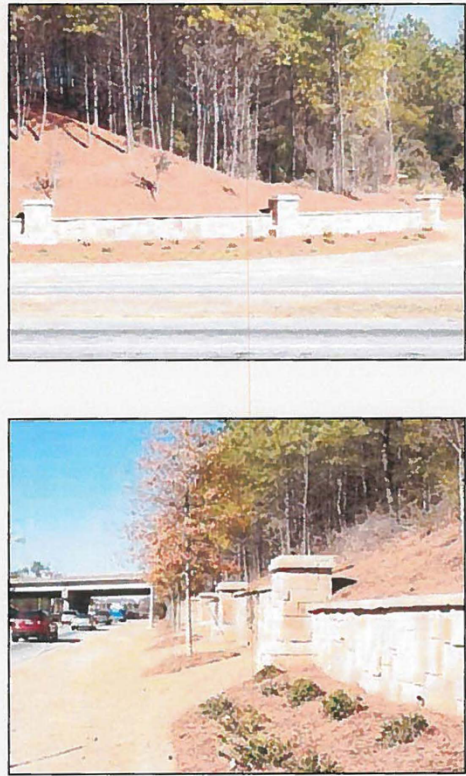
Streetlight

Recommended Sidewalk Paver

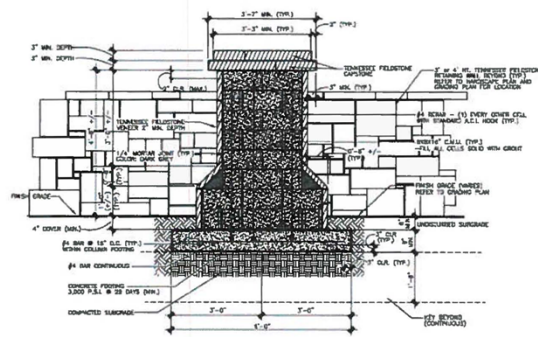


Sidewalk paver for limited use as an accent at high traffic pedestrian areas (typically corner treatments at intersections). The paver color is intended to blend with the Tennessee Fieldstone first used on the walls along Mansell Road. The images to the left depict the character and patterning intended for the pavers. A final color specification is under development and to be determined.

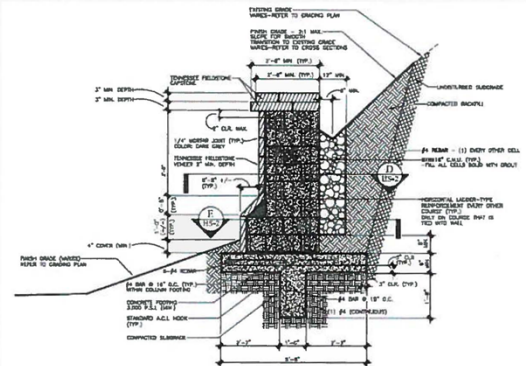
Stonework - Mansell Road Example



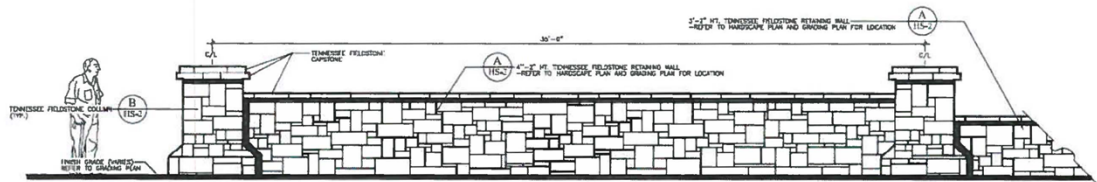
Standard Retaining Wall



B TENNESSEE FIELDSTONE VENER WALL COLUMN SECTION
HS-2 NOT TO SCALE

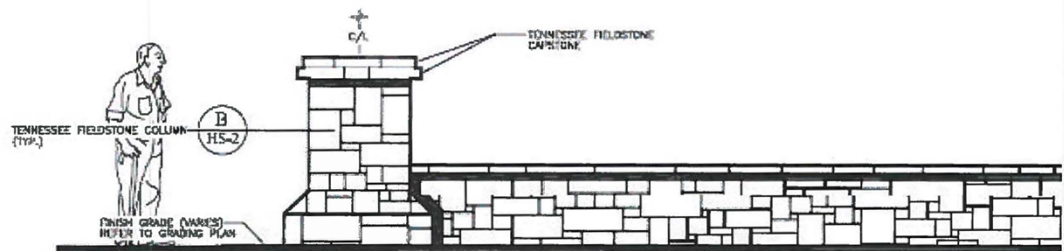


C TENNESSEE FIELDSTONE VENER WALL COLUMN SECTION
HS-2 NOT TO SCALE



A 4' HT. TENNESSEE FIELDSTONE VENER WALL ELEVATION
HS-2 NOT TO SCALE STRAIGHT PORTIONS ONLY

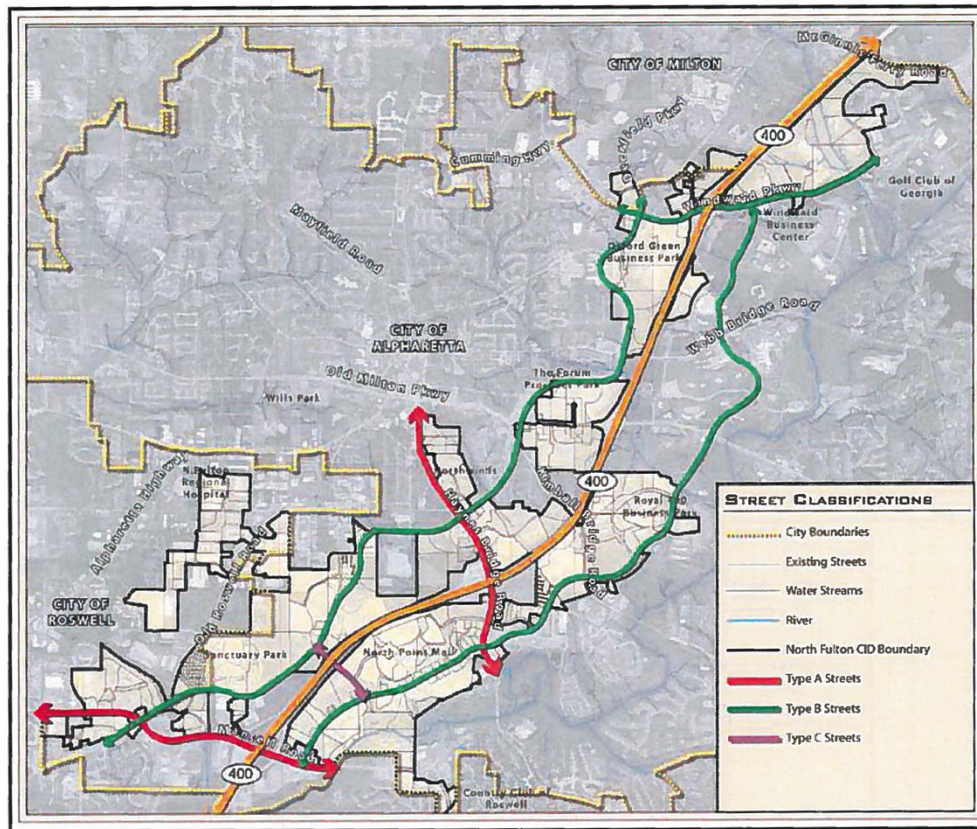
Standard Seat Wall

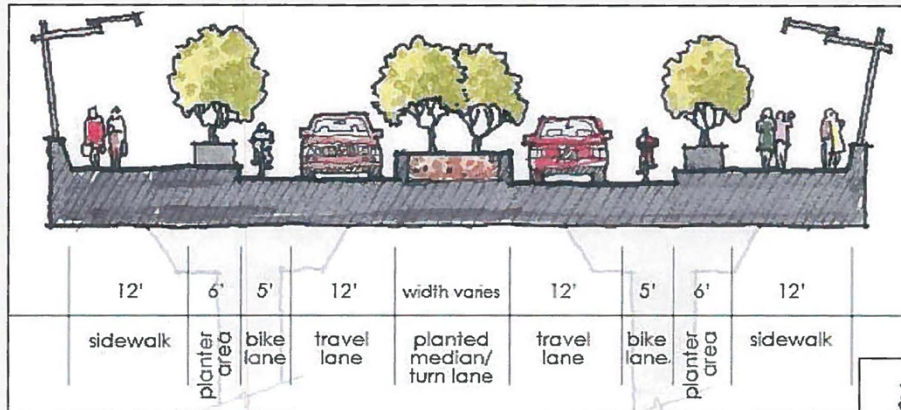


Seat wall standard based on the Tennessee Fieldstone retaining walls constructed along Mansell Road. The seat wall is expected to be used in limited locations to overcome small grade differences where appropriate.

(Ord. No. 699, § 1(Exh. A), 2-16-2015)

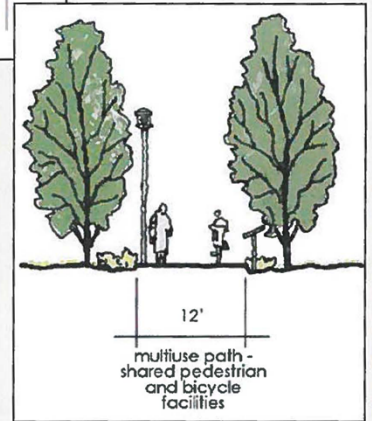
3.7.4 Roadway types and dimensions.





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

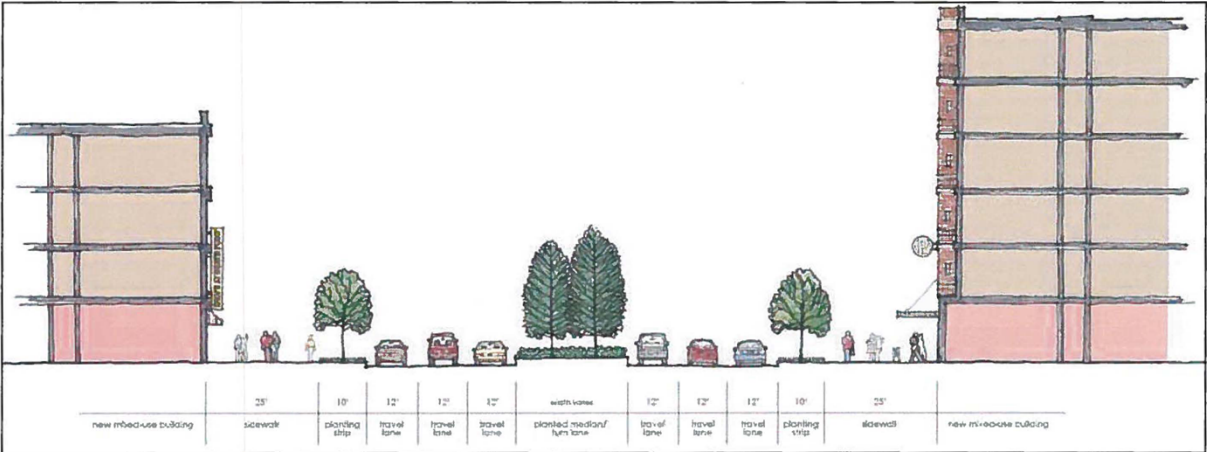
Encore Parkway Bridge Photomontage

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

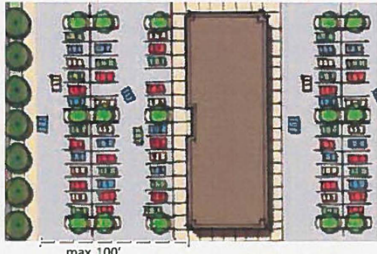
15-25' Sidewalk
Street lights approx. 60' o.c.
10' Planting Strip



(Ord. No. 699, § 1(Exh. A), 2-16-2015)

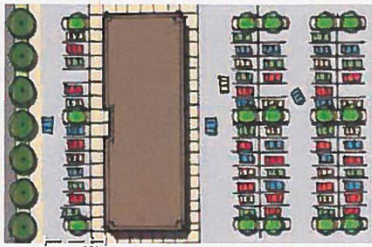
3.7.5 Illustrated zoning regulations.

TYPE A
Minimum Setback 20'
Maximum Setback 100'



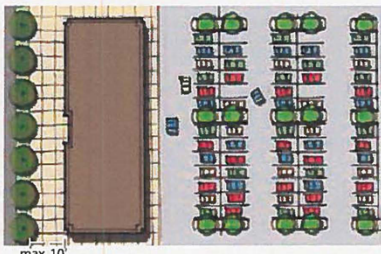
max. 100'

TYPE B
Minimum Setback 10'
Maximum Setback 60'



max. 60'

TYPE C
Minimum Setback 0'
Maximum Setback 10'



max. 10'

Building setbacks in tiers

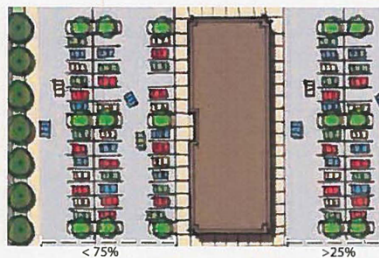
Building setbacks have an important impact on the public realm and sense of place. Buildings built closer to the street can add a spatial dimension and safety to pedestrians and drivers creating a more walkable, high character place.

- 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

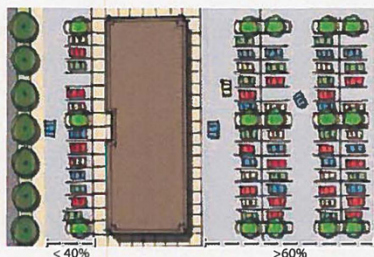
TYPE A

Greater than 25% rear yard parking



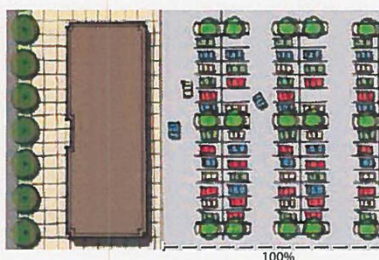
TYPE B

Greater than 60% rear yard parking



TYPE C

Less than 25' setback
100% rear yard parking

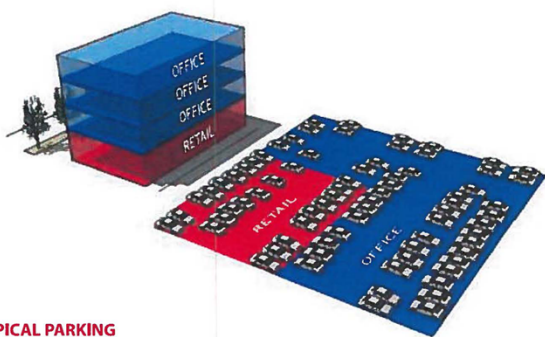


Similar to building setbacks, parking has a significant impact on an area's character. Rather than requiring blanket parking requirements for certain types of development, it can be helpful to limit parking between roadways and primary buildings based on the location of a development, the anticipated 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.

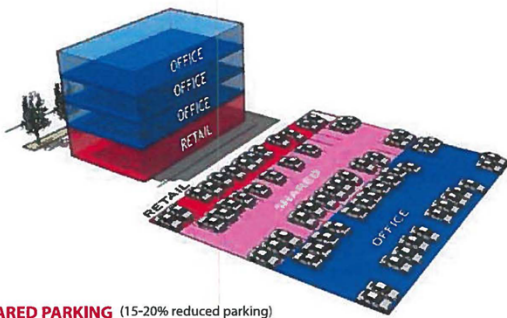
Shared parking standards

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\)](#)

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 _____

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~~ 4 1/2 feet above the ground. If a tree splits into multiple trunks below ~~4 and half~~ 4 1/2 feet, ~~measure 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.~~

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. Except as otherwise provided in Section 3.2., Tree Groupings 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. -Except as otherwise provided in Section 3.2., 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 aAny 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 permit ~~a an approval letter~~. 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 a permit application ~~request for an approval letter~~ is complete, complies with the Ordinance, and requests tree removal for one of the purposes identified in Paragraph B- below, ~~the~~ the Director shall issue a permit ~~an approval letter~~ 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 ~~the request~~ 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 bonds. 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. ~~—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;
 - ~~a.b.~~ ~~—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 ~~Checklist 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.~~
- ~~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. Trees of Quality or Tree Groupings shall receive a density credit of one (1) times the inches for each tree saved. 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 valueDBH 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. sampling 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 (88) 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 ~~a~~Arborist.
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~~ shall 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 Standards.

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.
- ~~B~~A. 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.~~

~~DE.~~ Sequence of Installation and Removal. All tree protection devices shall be installed prior to any land disturbance permit authorizing tree removal. ~~The Engineering~~Community 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, Including Trees of Quality and Tree Groupings, 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.

~~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 the ~~se 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 commission Commission.

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, including Trees of Quality and Tree Groupings, 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

-

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 ⁽⁴⁾
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.~~



City Council Meeting STAFF REPORT

Submitting Department: Legal
Submitted By: Sam Thomas
Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: CITY CENTER: CONSIDERATION OF MASTER DECLARATION AGREEMENT
(RESOLUTION)

II. RECOMMENDATION:

Approve and adopt a resolution of the Mayor and Council to authorize the execution, consent, and joinder of the City of Alpharetta into that certain declaration of covenants, conditions, restrictions, and easements for Alpharetta City Center; to provide for repealing conflicting resolutions; to provide for an effective date; and for other purposes.

III. REPORT IN BRIEF:

Please reference attached resolution.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution Authorizing Execution Of Declaration

RESOLUTION OF THE MAYOR AND COUNCIL TO AUTHORIZE THE EXECUTION,
CONSENT AND JOINDER OF THE CITY OF ALPHARETTA (THE "CITY") INTO
THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR ALPHARETTA CITY CENTER (THE "DECLARATION");
TO PROVIDE FOR REPEALING CONFLICTING RESOLUTIONS; TO PROVIDE
FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta (the "CITY") and MMS Alpharetta, LLC ("MMS") have heretofore entered into that certain Agreement of Purchase and Sale, as amended (the "Agreement"), regarding certain outparcels adjacent to City Hall; and

WHEREAS, the Agreement provides that the CITY and MMS shall become parties to a Declaration to govern, among other things, the management of common grounds within Alpharetta City Center, with MMS as Declarant, and the CITY executing a Consent and Joinder to the Declaration; and

WHEREAS, the parties have agreed to the form of the Declaration and by this Resolution wish to authorize the execution of the Joinder and Consent to the Declaration by the CITY;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization of Declaration. The execution and delivery by the Mayor of the City of the Declaration is hereby authorized and approved. The Declaration shall be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions, and omissions as may be approved by the Mayor, the City Attorney and the Clerk of the City of Alpharetta, Georgia (the "Clerk"), executing the same, and the execution of the Declaration by the Mayor and the Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. Repealing Clause. All resolutions or parts thereof of the Council of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO RESOLUTION
TO AUTHORIZE EXECUTION OF DECLARATION]

SO RESOLVED this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

City Clerk
2229538

Exhibit "A"
to Resolution

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR ALPHARETTA CITY CENTER**

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ALPHARETTA CITY CENTER**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ALPHARETTA CITY CENTER ("Declaration," as further defined in Section 1.17 of this Declaration) is made and entered into as of the ____ day of _____, 201____, by MMS Alpharetta, LLC, a Georgia limited liability company ("Declarant," as further defined in Section 1.15 of this Declaration).

PREAMBLE:

WHEREAS, Declarant is the owner of certain real property located in Land Lot(s) _____ of the _____ District, City of Alpharetta, Fulton County, Georgia, as more particularly described on Exhibit "A" ("Development Parcels," as further defined in Section 1.21 of this Declaration);

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia ("City," as further defined in Section 1.7 of this Declaration), has entered into this Declaration as the owner of certain real property located in Land Lot(s) _____ of the _____ District, City of Alpharetta, Fulton County, Georgia, as more particularly described on Exhibit "B" ("City Parcels," as further defined in Section 1.9 of this Declaration), as evidenced by the consent and joinder executed by the City and attached to this Declaration;

WHEREAS, the Development Parcels and the City Parcels are located within the Master Development Plan (as defined in Section 1.60 of this Declaration) for "Alpharetta City Center" ("Project," as further defined in Section 1.79 of this Declaration), which Master Development Plan has been adopted by the City;

WHEREAS, Declarant intends to develop on said Project, with the consent of the City with respect to the City Parcels, a vibrant mixed-use development (but not as a planned or common interest development) comprised of complementary uses, including, but not limited to, retail, restaurant, office, residential, and other ancillary uses, that are integrated by a network of streets, sidewalks, and paths designed to encourage pedestrian travel and communal gathering in the heart of the downtown district of the City of Alpharetta;

WHEREAS, the Master Development Plan employs "connectivity" throughout the Project to encourage natural, positive, social interaction, and to promote a strong sense of community;

WHEREAS, Declarant desires to subject the Project, with the consent of the City with respect to the City Parcels, to the covenants, conditions, restrictions and easements set forth in this Declaration in order to provide a general plan for development, improvement, use, operation and occupation of the Project in an orderly manner, with appropriate construction, architectural, use, operation and maintenance controls to maintain the value and functionality of the Project as well as to preserve the City's original vision for the Project as a "city center"; and

NOW, THEREFORE, Declarant hereby declares, with the consent of the City with respect to the City Parcels, that the Project is now and shall be hereafter owned, held, developed, transferred, sold, conveyed, leased, subleased, used, maintained, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements hereinafter set forth in this Declaration, and every grantee of any interest in any portion of the Project, by acceptance of a deed or other conveyance, whether or not such deed or other conveyance shall be signed by such grantee and whether

or not such grantee shall otherwise consent in writing, shall take subject to this Declaration and shall be deemed to have assented to and agreed to the same.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, *ET SEQ.*

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROJECT TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

ARTICLE I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth in this Article I (such meanings to be applicable to both the singular and plural forms of the terms defined). All capitalized terms used in this Declaration that are not defined in this Article I shall have the meanings set forth elsewhere in this Declaration.

Section 1.1 Additional Property shall mean and refer to any and all real property lying and being within a one thousand (1,000) foot radius of the Project, as measured from the exterior boundary lines of the Project. Nothing in this Declaration shall be construed to require Declarant or any successor or assign to develop any portion of the Project or the Additional Property in any manner whatsoever.

Section 1.2 Alcoholic Beverage Ordinance shall have the meaning ascribed to that term in Section 7.5(e) of this Declaration.

Section 1.3 Approve, Approved or Approval shall mean and refer to an express prior approval in a written statement signed by the approving Person.

Section 1.4 Arbitrator shall have the meaning ascribed to that term in Section 13.1(a) of this Declaration.

Section 1.5 Bikeways shall mean and refer to bike lanes and bike paths that are used for recreational purposes, as the same are actually constructed and installed on the Project.

Section 1.6 Building shall mean and refer to and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, outside platforms and docks, balconies, porches, decks, and patios.

Section 1.7 City shall mean and refer to the City of Alpharetta, a political subdivision of the State of Georgia.

Section 1.8 City Parcel Percentage Share shall have the meaning ascribed to that term in Section 3.1(b) of this Declaration.

Section 1.9 City Parcels shall mean and collectively refer to the City Roads, the City Parking Deck Parcel, the Town Green Parcel, and Development Parcel 13. The term "City Parcel" shall mean and refer to any of the City Parcels. Notwithstanding the foregoing, Development Parcel 13 shall be deemed to be a City Parcel only for the period of the City's ownership thereof, and shall be deemed to be a "Development Parcel" for all purposes of this Declaration upon the City's disposition thereof. Further, if at any time the City owns or hereinafter acquires title to a Parcel that would otherwise be deemed to be a Development Parcel hereunder, then for the period of the City's ownership only, such Development Parcel shall be deemed to be a City Parcel.

Section 1.10 City Parking Deck shall mean and refer to the existing parking deck located on the City Parking Deck Parcel.

Section 1.11 City Parking Deck Parcel shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "L." The City Parking Deck Parcel is subject to the Parking Agreement.

Section 1.12 City Parking Deck Site Plan shall mean and refer to the site plan of the City Parking Deck and the allocation of the parking spaces located therein that is attached to this Declaration as Exhibit "P" and incorporated herein by this reference. Notwithstanding anything to the contrary stated in this Declaration, the City Parking Deck Site Plan may be amended by the City with the written Approval

of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Development Parcel Owners, in each case not to be unreasonably withheld, conditioned or delayed.

Section 1.13 City Roads shall mean and collectively refer to those publicly dedicated roads and streets located within the Project, including, but not limited to, Academy Street, Main Street, Park Plaza, North Broad Street, South Broad Street, Market Street, and Commerce Street, as well as any other unnamed public interior roads and streets, in each case as shown on the Site Plan and designated as a "City Road."

Section 1.14 Code shall mean and refer to the Code of Ordinances of the City of Alpharetta.

Section 1.15 Declarant shall mean and refer to MMS Alpharetta, LLC, a Georgia limited liability company, and its successors and assigns pursuant to Section 11.1 of this Declaration. Notwithstanding anything to the contrary stated in this Declaration, there shall be only one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time. The City is joining in the recording of this Declaration solely as the Owner of the City Parcels. All duties and responsibilities of Declarant hereunder or as may now or in the future be required of Declarant under the Governing Instruments shall be performed solely by MMS Alpharetta, LLC, a Georgia limited liability company, and its successors and assigns.

Section 1.16 Declarant Control Period shall mean and refer to the period of time during which Declarant owns any property that is subject to this Declaration or has the right to subject Additional Property to this Declaration in accordance with Section 2.4 of this Declaration. Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Declarant Control Period by recording a written instrument evidencing same in the Official Records.

Section 1.17 Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements for Alpharetta City Center, including the exhibits attached to this Declaration, as amended and in effect from time to time. **Decorative Landscaping Area** shall have the meaning ascribed to that term in Section 7.5(a) of this Declaration.

Section 1.19 Defaulting Owner shall have the meaning ascribed to that term in Section 10.2 of this Declaration.

Section 1.20 Delayed Party shall have the meaning ascribed to that term in Section 13.8 of this Declaration.

Section 1.21 Development Parcels shall mean and collectively refer to Development Parcel 1, Development Parcel 2A, Development Parcel 2B, Development Parcel 3, Development Parcel 4, Development Parcel 5, and Development Parcel 6, less and except any portions of such Development Parcels that are dedicated to and accepted by the City; provided, however, nothing in this Declaration shall prohibit the creation of additional Development Parcels. The term "Development Parcel" shall mean and refer to any of the Development Parcels existing within the Project from time to time. Notwithstanding the foregoing, Development Parcel 13 shall be deemed to be a "Development Parcel" hereunder immediately upon the City's disposition thereof. Further, if at any time the City owns or hereinafter acquires title to a Parcel that would otherwise be deemed to be a Development Parcel hereunder, then for the period of the City's ownership only, such Development Parcel shall be deemed to be a City Parcel.

Section 1.22 Development Parcel 1 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "D" and shown on the Site Plan.

Section 1.23 Development Parcel 1 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 1.

Section 1.24 Development Parcel 2A shall mean refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "E" and shown on the Site Plan.

Section 1.25 Development Parcel 2A Owner shall mean and refer to the Development Parcel Owner of Development Parcel 2A.

Section 1.26 Development Parcel 2B shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "F" and shown on the Site Plan.

Section 1.27 Development Parcel 2B Owner shall mean and refer to the Development Parcel Owner of Development Parcel 2B.

Section 1.28 Development Parcel 3 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "G" and shown on the Site Plan.

Section 1.29 Development Parcel 3 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 3.

Section 1.30 Development Parcel 4 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "H" and shown on the Site Plan.

Section 1.31 Development Parcel 4 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 4.

Section 1.32 Development Parcel 5 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "I" and shown on the Site Plan.

Section 1.33 Development Parcel 5 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 5.

Section 1.34 Development Parcel 6 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "J" and shown on the Site Plan.

Section 1.35 Development Parcel 6 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 6.

Section 1.36 Development Parcel 13 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "K" and shown on the Site Plan. Development Parcel 13 will be a "City Parcel" under this Declaration until such time as the City disposes of same.

Section 1.37 Development Parcel 13 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 13. As of the date hereof, the City is the Development Parcel 13 Owner but is not a "Development Parcel Owner" under this Declaration.

Section 1.38 Development Parcel Owner shall mean and refer to any Person or Persons (including, without limitation, Declarant) who owns or holds a fee simple interest in a Development Parcel, a long-term ground leasehold interest in a Development Parcel, or a leasehold interest in a Development Parcel pursuant to an Incentives Lease, as shown by and in the Official Records, subject to the following special rules:

(a) Any Person having an interest in such real property solely as security under a Mortgage shall not be deemed a Development Parcel Owner for purposes of this Declaration, unless such Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under such Mortgage or has acquired fee simple title to such property by Foreclosure;

(b) Individual tenants or lessees (other than tenants or lessees holding pursuant to a long-term ground lease or Incentives Lease) of any portion of a Development Parcel shall not be deemed a Development Parcel Owner thereof, unless otherwise agreed by the fee simple or remainder title holder thereof and Approved by Declarant, in which case the fee simple or remainder title holder shall not be deemed a Development Parcel Owner for purposes of this Declaration;

(c) The lessee under any Incentives Lease of a Development Parcel shall be deemed to be the Development Parcel Owner thereof, and the fee simple owner of such Development Parcel shall not be deemed the Development Parcel Owner thereof for purposes of this Declaration;

(d) Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any such Development Parcel shall not be deemed a Development Parcel Owner for purposes of this Declaration;

(e) If any of the Development Parcels is owned by more than one (1) Person, the Person or Persons holding at least fifty-one percent (51%) of the collective ownership interests in such Development Parcel shall designate in writing one (1) Person to be deemed to be the Development Parcel Owner of the Development Parcel for purposes of this Declaration;

(f) Notwithstanding anything to the contrary stated in this Declaration, in the event that any of the Development Parcels is submitted to the condominium form of ownership pursuant to the Georgia Condominium Act or any other declaration of covenants, the Development Parcel Owner of such Development Parcel for purposes of this Declaration shall mean and refer to the respective association created on behalf of the owners of the applicable Units. The term Development Parcel Owner shall not be construed to include any Person that owns title to any Unit; and

(g) The City is not the Development Parcel Owner of Development Parcel 13.

Section 1.39 Development Parcel Percentage Share shall have the meaning ascribed to that term in Section 3.1(b) of this Declaration.

Section 1.40 Drain and Trail Easement Agreement shall mean and refer to that certain Drain and Trail Easement Agreement dated as of May ____, 2016, by and between the City of Alpharetta and Newhall Land Co., a Georgia corporation, recorded in Deed Book ____, Page ____, *et seq.*, of the Official Records, as amended.

Section 1.41 Drainage Facilities shall mean and refer to those certain storm water drainage facilities to be located in the "Stormwater Drainage Easement Areas" as depicted on the Site Plan.

Section 1.42 Drainage Maintenance Expenses shall have the meaning ascribed to that term in the Drain and Trail Easement Agreement.

Section 1.43 Effective Date shall mean and refer to the date of recording of this Declaration in the Official Records.

Section 1.44 Emergency shall mean and refer to a situation or condition that poses, or if continued to exist, is reasonably likely to pose, a substantial risk to the life, health, safety or property of any Owner and/or its Permittees.

Section 1.45 Encroaching Building Improvements shall have the meaning ascribed to that term in Section 3.2(b) of this Declaration.

Section 1.46 Environmental Laws shall mean and refer to all present and future federal, state or local laws, rules, orders, ordinances, common law principles, and regulations pertaining to protection of human health from Hazardous Substances, protection of natural resources, protection of the

environment, environmental regulation or the use, processing, storage, disposal, generation, treatment, release, reclamation, handling, manufacture, or transportation of Hazardous Substances or any contamination, investigation, response, damage, cleanup or disclosure or other liability related thereto, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (each as may be amended) and such regulations as may be promulgated with respect thereto, including, but not limited to, the regulations contained in Title 40 of the Code of Federal Regulations.

Section 1.47 Estoppel Certificate shall have the meaning ascribed to that term in Section 13.2 of this Declaration.

Section 1.48 Foreclosure shall mean and refer to, without limitation (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) conveyance of the property encumbered by a Mortgage in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of property leased to a lessee in a transaction commonly known as a "sale/leaseback."

Section 1.49 Georgia Condominium Act shall mean and refer to O.C.G.A. § 44-3-70, *et seq.*, as the same may be amended from time to time.

Section 1.50 Governing Instruments shall mean and refer to this Declaration and all Exhibits to this Declaration, the Master Development Plan, and with respect to the Development Parcel Owners but not the City, and the Rules and Regulations, all as may be supplemented or amended from time to time.

Section 1.51 Governmental Authority shall mean and refer to any federal, state, county, city or local governmental or quasi-Governmental Authority, entity or body (and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them) that exercises jurisdiction over a particular subject matter, including, but not limited to the Development Authority of Fulton County.

Section 1.52 Governmental Requirements shall mean and refer to all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, and zoning conditions, including, without limitation, the Code and the Zoning Conditions, and other terms and conditions contained in the applicable zoning case for the Project, as presently existing and as hereafter amended, of any Governmental Authority.

Section 1.53 Hazardous Substances shall mean and refer to those substances now or hereafter regulated as or otherwise included within (whether as a result of such substance's inclusion on a list, physical characteristics or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "Hazardous Substances," "pollutant," "contaminant" or "toxic substance" under or otherwise regulated by, any Environmental Laws; including, but not limited, to (i) mixtures containing listed Hazardous Substances and waste generated from the use, treatment, storage or disposal of Hazardous Substances, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radioactive materials, and (v) petroleum (including crude oil or any fraction thereof or any waste oil or petroleum), natural gas, natural gas liquids, liquefied natural gas and synthetic gas. "Hazardous Substances" shall not include commercially reasonable amounts of such materials used in the ordinary course of development or operation of the Project, including the Development Parcels that are used and stored in accordance with all applicable Environmental Laws.

Section 1.54 Improvements shall mean and refer to and include every structure and all appurtenances thereto of every kind and type and any other man-made or man-caused physical change upon, over, across, above or under the Project or any portion thereof. Improvements shall include, but not be limited to, the following facilities and activities: any and all Buildings, outbuildings, streets, roads, access roads, driveways, Sidewalks and Streetscapes, Pathways, Bikeways, pedestrian malls, traffic control devices and signs, the Parking Decks, parking lots and other parking areas, loading areas,

Signage, canopies, awnings, trellises, fences, lawns, landscaping, open space, patios, recreational facilities such as tennis courts and swimming pools, shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, heating or air-handling equipment or fixtures, ventilation equipment or fixtures, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment, including, without limitation, microwave dishes and relay equipment coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, conduits, ducts, chutes, flues, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and the color, texture, or material or other change to any Improvement. The terms "Improvement" and "Improvements" shall refer to all Initial Improvements and any and all future Improvements, and shall include Improvements that may be permanent or temporary, stationary or moveable, or that may be above, on or below ground level.

Section 1.55 Incentives Lease shall mean and refer to any lease or rental agreement entered into by and between a Governmental Authority, as landlord or lessor, and an Owner, as tenant or lessee, to facilitate an Incentives Transaction.

Section 1.56 Incentives Transaction shall mean and refer to any transaction by and between an Owner and a Governmental Authority that is structured for the purpose of providing such Owner (or such Owner's Parcel) with tax abatements or other economic incentives.

Section 1.57 Initial Improvements shall refer to all Improvements shown on the Site Plan and the Master Development Plan, which the Development Parcel Owners shall perform and complete with due diligence and dispatch at their sole cost and expense (except as provided to the contrary herein or in other written agreements entered into by the City) after the date of this Declaration. The term "Initial Improvements" shall include the Initial Infrastructure. The term "Initial Improvements" shall also include the work necessary to reduce the width of Academy Street and to relocate certain parallel parking spaces that are currently part of the City Roads, all as shown on the Space Plan and Master Development Plan.

Section 1.58 Initial Infrastructure shall refer to the Utilities Systems, traffic control devices and signs, City Roads, landscaping and lighting systems on the Project, landscaping along the periphery of the Project, entry features for the Project, and other Improvements, existing on the Project as of the Effective Date or as initially installed by or at the direction of the City or Declarant to service the Project, and as the same may be altered from time to time pursuant to the provisions of this Declaration.

Section 1.59 Licensee shall have the meaning ascribed to that term in Section 7.5(e) of this Declaration.

Section 1.60 Majority shall mean and refer to more than fifty percent (50%) of the total eligible number.

Section 1.61 Master Development Plan shall mean and refer to that certain Master Development Plan for Alpharetta City Center, dated _____, 201__, last revised _____, 201__, and Approved by the City, as the same may be amended by the City from time to time with the consent of Declarant, which consent shall not be unreasonably withheld, conditioned or delayed. The Project is subject to the Master Development Plan.

Section 1.62 Mortgage shall mean and refer to any security deed or deeds to secure debt, mortgage or other similar instrument filed in the Official Records that encumbers all or a portion of any of the Development Parcels as reflected in the Official Records, including, without limitation, any leasehold mortgage encumbering an Incentives Lease; provided, however, the term "Mortgage" shall not be construed to include any security deed, deed to secure debt or similar instrument that solely encumbers a particular Unit.

Section 1.63 Mortgagee shall mean and refer to the holder of a Mortgage.

Section 1.64 Mortgagor shall mean and refer to the grantor of a Mortgage.

Section 1.65 Non-Defaulting Owner shall have the meaning ascribed to that term in Section 10.2 of this Declaration.

Section 1.66 Non-performing Owner shall have the meaning ascribed to that term in Section 6.2(f) of this Declaration.

Section 1.67 Occupant shall mean and refer to a Development Parcel Owner or any other Person from time to time entitled to the use and occupancy of any portion of any of the Development Parcels, under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

Section 1.68 Official Records shall mean and refer to the official real estate records of the office of the Clerk of the Superior Court of Fulton County, Georgia.

Section 1.69 Outdoor Dining Area shall have the meaning ascribed to that term in Section 7.5(a) of this Declaration.

Section 1.70 Owner shall mean, in context as applicable, the City (with respect to the City Parcels), and each Development Parcel Owner (with respect to the Development Parcels).

Section 1.71 Parcels shall mean and collectively refer to the City Parcels, Development Parcel 1, Development Parcel 2A, Development Parcel 2B, Development Parcel 3, Development Parcel 4, Development Parcel 5, Development Parcel 6, Development Parcel 13, and any other Development Parcels existing within the Project from time to time, less and except any portions of such Development Parcels that are dedicated to and accepted by the City. The term "Parcel" shall mean and refer to any of the Parcels.

Section 1.72 Parking Agreement shall mean and refer to that certain Parking Agreement dated as March 3, 2014, by and between the City of Alpharetta, a political subdivision of the State of Georgia, and Fulton County, Georgia, a political subdivision of the State of Georgia, recorded in Deed Book 53744, Page 442, *et seq.*, of the Official Records, as amended.

Section 1.73 Parking Deck B shall mean and refer to the parking deck to be constructed on Development Parcel 6, as shown on the Site Plan, as the same is actually constructed and installed on the Project in accordance with the Parking Deck Expansion Easement Agreement.

Section 1.74 Parking Deck Expansion Easement Agreement shall mean and refer to that certain Parking Deck Expansion Easement Agreement dated as _____, 201____, by and between the City of Alpharetta, a political subdivision of the State of Georgia, and MMS Alpharetta, LLC, a Georgia limited liability company, recorded in Deed Book _____, Page _____, *et seq.*, of the Official Records, as amended.

Section 1.75 Parking Decks shall mean and collectively refer to the City Parking Deck and Parking Deck B. The Parking Decks are subject to the terms and conditions of the Parking Deck Expansion Easement Agreement.

Section 1.76 Pathways shall mean and refer to pedestrian walkways, trails, and paths within the Project, as the same are actually constructed and installed on the Project.

Section 1.77 Permittee shall mean and refer to any Occupant, any tenant, subtenant, successor or assignee of an Occupant, or any officer, director, agent, employee, licensee, guest, invitee, independent contractor, or Mortgagee of an Owner.

Section 1.78 Person shall mean and refer to a corporation, partnership, limited liability company, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

Section 1.79 Project shall mean and refer to the "Alpharetta City Center," which is comprised of real property containing approximately ____ acres described on Exhibit "L," which includes the Development Parcels and the City Parcels, and all Improvements located thereon.

Section 1.80 Public Events shall have the meaning ascribed to that term in Section 7.6(a) of this Declaration.

Section 1.81 Released Owner shall have the meaning ascribed to that term in Section 8.1(d) of this Declaration.

Section 1.82 Releasing Owner shall have the meaning ascribed to that term in Section 8.1(d) of this Declaration.

Section 1.83 Requesting Party shall have the meaning ascribed to that term in Section 13.2 of this Declaration.

Section 1.84 Rules and Regulations shall mean and refer to any rules and regulations for the Development Parcels adopted by Declarant that specify the desired criteria for the maintenance and operation of the Development Parcels and all Improvements located thereon, as well as the marketing and operational requirements for the Development Parcels, as the same may be amended unilaterally from time to time by Declarant.

Section 1.85 Sidewalks and Streetscapes shall mean and refer to the pedestrian sidewalks located on the City Parcels that abut the City Roads (but excluding those sidewalks located on the Development Parcels) and streetscapes within the Project, as the same are actually constructed and installed on the Project.

Section 1.86 Sidewalk Encroachment Zone shall mean and refer to those portions of the City Parcel depicted as the "Sidewalk Encroachment Zone Easement Area" on the Site Plan. Notwithstanding anything to the contrary stated in this Declaration, the Sidewalk Encroachment Zone shall not extend beyond two feet (2') of the inside edge of pavement.

Section 1.87 Signage shall mean and refer to any structure, device or other marketing media, temporary or permanent, portable or stationary, which is erected or used for advertising or communications purposes, by or upon which any numbers, lettering, printing, graphics, symbols, or other communication is placed or created, including, without limitation, banners, streamers, flags, advertising or marketing media, billboards, political placards, window coverings, exterior wall coverings, or any other similar form of expression.

Section 1.88 Site Plan shall mean and refer to the site plan for the Project attached to this Declaration as Exhibit "P," as the same may be amended from time to time pursuant to Article 12 hereof.

Section 1.89 Supplementary Declaration shall mean and refer to an amendment or supplement to this Declaration, which imposes additional restrictions, covenants, conditions, easements, and obligations on any portion of the Project. Any such Supplementary Declaration may supplement,

create exceptions to, or otherwise modify the terms of this Declaration as it applies to the annexed property in order to reflect the different character and intended use of such property.

Section 1.90 Town Green Parcel shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "O."

Section 1.91 Unavoidable Delays shall have the meaning ascribed to that term in Section 13.8 of this Declaration.

Section 1.92 Unit shall mean and refer to any single non-residential space, residential apartment, condominium unit, townhouse, or other similar residential structure or space located within any of the Development Parcels.

Section 1.93 Utilities Systems shall have the meaning ascribed to such term in Section 3.1(b).

Section 1.94 Zoning Conditions shall mean and refer to the zoning ordinances and related terms and conditions presently or hereafter applicable to the Development Parcels, including, without limitation, the "MU" (Mixed Use) land use category, designation and all modifications, amendments, variances, special uses or special exceptions thereto hereafter made or granted by a Governmental Authority. Each Owner and the City acknowledge and agree that the development rights on the Project, such as density and parking requirements, have been aggregated together without regard to individual parcel requirements for zoning and building permit purposes.

ARTICLE II. PURPOSE OF THIS DECLARATION; PROPERTY SUBMITTED TO THIS DECLARATION

Section 2.1 Purpose. The purpose of this Declaration is to ensure the appropriate use, maintenance, development and improvement of all property that comprises and constitutes the Project so as to: (i) provide an integrated and harmonious development that will promote the general welfare of the Occupants thereof and protect the present and future value of the Project; (ii) ensure the orderly and attractive development and use of the Project; (iii) provide for the effective and orderly operation, maintenance, repair and/or replacement of the Project; and (iv) preserve the architectural integrity, aesthetic appearance, and economic value of the Project and the Improvements constructed thereon from time to time.

Section 2.2 Property Hereby Subjected to this Declaration. Declarant, for itself and its successors and assigns, does hereby submit the Project to this Declaration. The Project shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. No provision of the Governing Instruments is intended to interfere with Declarant's ability to develop, market, sell and convey the Development Parcels (or any portion thereof) or any Improvements made thereon.

Section 2.3 Run With the Land. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Development Parcels shall be a permanent charge thereon, and shall run with the Development Parcels. To that end, this Declaration shall be deemed incorporated into all deeds and conveyances hereinafter made by Declarant and/or any other Owner of any of the Development Parcels. Every Person, including a Mortgagee, acquiring or holding any interest or estate in any portion of the Project shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Declaration, and in accepting such interest or estate in, or a security interest with respect to, any portion of any of the Development Parcels, such Person shall be deemed to have consented to this Declaration and all of the terms, provisions, and conditions hereof.

Section 2.4 Annexation of Additional Property. Declarant may, at any time, and from time to time, prior to ten (10) years from the Effective Date, subject all or a portion of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by executing and recording in the Official Records a Supplementary Declaration describing the portion of the Additional Property being annexed. From and after such recording, the annexed property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such annexed property. Other than the consent of the City (which consent may be granted or withheld by the City in its sole discretion) and the owner of the Additional Property that is to be subjected to this Declaration (if such owner is not Declarant) no Approval from any Owner or from any other Person shall be required for Declarant to subject Additional Property to this Declaration.

Section 2.5 Withdrawal of Property. Declarant reserves the right to amend this Declaration during the Declarant Control Period for the purpose of removing any portion of the Project that is owned by Declarant from the coverage of this Declaration, provided that such withdrawal is not contrary to the Master Development Plan. This provision includes, but is not limited to, Declarant's right to convey property to any conservation or land trust or Governmental Authority as deemed desirable in Declarant's discretion. Other than the consent of the City (which consent may be granted or withheld by the City in its sole discretion) and the Owner of the portion of the Project that is to be withdrawn (if such Owner is not Declarant), such amendment shall not require the consent of any other Person.

ARTICLE III. EASEMENTS

Section 3.1 Easements Burdening and Benefitting All Parcels. The City and the Declarant hereby declare, establish, create, grant, reserve, and convey to and for the benefit of one another and their respective successors, assigns and Permittees, the easements appurtenant to the City Parcels and the Development Parcels that are outlined below in this Section 3.1; provided, however, the rights under these easements shall be exercised in accordance with this Article III and shall be expressly subject to and limited by all of the provisions of this Article III:

(a) Stormwater Drainage Easement. A non-exclusive, permanent, perpetual easement over, across and upon those portions of the City Parcels and the Development Parcels designated on the Site Plan as "Stormwater Drainage Easement Areas," solely for the discharge of surface storm water and/or runoff from any of the Parcels into the Drainage Facilities located on the burdened Parcel in accordance with the engineering design of such Drainage Facilities. After the initial construction of the Drainage Facilities, no Owner shall modify the same in a manner that reduces the function or capacity thereof or that violates the Drain and Trail Easement Agreement. No Owner shall construct or alter any Improvement upon its Parcel in a manner that overburdens the Drainage Facilities or otherwise causes the Drainage Facilities to exceed their design specifications.

(b) Allocation of Drainage Maintenance Expenses. Pursuant to the Drain and Trail Easement Agreement, the City Parcels and the Development Parcels are collectively responsible for paying eighty-nine percent (89%) of the Drainage Maintenance Expenses, and Newhall Land Co. or its successors in interest is responsible for paying the remaining eleven percent (11%) of the Drainage Maintenance Expenses. The Drain and Trail Easement Agreement further provides that the City may further apportion responsibility for paying its eighty-nine percent (89%) share of the Drainage Maintenance Expenses pursuant to a future recorded instrument such as this Declaration. As such, the parties hereby acknowledge and agree that the Owners of the Development Parcels shall hereinafter collectively pay a total of thirty-three percent (33%) of the Drainage Maintenance Expenses ("Development Parcel Percentage Share"), which such Owners may hereinafter further divided and apportion among themselves pursuant to a further recorded instrument, and the City shall pay, on behalf of itself and on behalf of the Library Property (defined in the Drain and Trail Easement Agreement) a total of fifty-six percent (56%) of the Drainage Maintenance Expenses ("City Parcel Percentage Share").

(c) Utility Easements. A non-exclusive, permanent, perpetual easement over, across and upon those portions of the City Parcels and the Development Parcels designated on the Site Plan as "Utility Easement Areas," solely for the purpose of installing, maintaining, repairing and replacing water, electricity, sanitary sewerage, gas, telephone, television and other customary utilities and services by means of underground pipes, wires, ducts, cables, conduits, equipment and other underground apparatus (hereinafter, collectively, the "Utilities Systems"). The aforesaid utility easement shall include the right to connect and tap into existing Utilities Systems for which sufficient capacity exists so long as the consumption of such utility is separately metered for consumption and further so long as the prior written consent of the Owners who then use such existing Utilities Systems has been obtained (such consent not to be unreasonably withheld, conditioned or delayed).

Section 3.2 Other Easements Burdening the City Parcels. The City hereby declares, establishes, creates, grants, and conveys to and for the benefit of the Persons stated below, the easements outlined below in this Section 3.2, provided that the rights under these easements shall be exercised in accordance with this Section 3.2 and shall be expressly subject to and limited by all of the provisions of this Section 3.2.

(a) Temporary Construction Easement. Subject to the prior and superior right of the City to construct its own Improvements upon the City Parcels, a temporary, non-exclusive easement in gross in favor of the Declarant over, across and upon all then-unimproved portions of the City Parcels (but including the City Sidewalks and Streetscapes) for the sole purpose of permitting the Declarant to perform the initial construction of those portions of the Initial Improvements for which the Declarant is permitted by or contractually obligated to the City to perform under this Declaration or otherwise, including, without limitation, installation of electrical receptacles in certain tree wells (as shall be mutually agreed upon by City and Declarant) that are located on the City Parcels.¹ Upon completion of such Improvements, the Declarant shall repair, restore and/or replace any damaged or other affected portion of the applicable City Parcels to a condition equal to or better than existed at the time of the commencement of the applicable work. The aforesaid easement shall automatically expire without further action of the Parties upon the final completion of such Improvements.

(b) Building Encroachment Easement. Permanent non-exclusive easements over each of the severable portions of the Sidewalk Encroachment Zones that are located immediately adjacent to a Development Parcel, such easement being appurtenant only to that particular Development Parcel, for the sole purpose of permitting Improvements appurtenant to and benefitting such Development Parcel to be constructed, maintained, repaired and replaced within such easement area (including but not limited to storefront bay windows, pre-cast concrete building balconies, and roof overhangs) ("Encroaching Building Improvements"). The Owner of the benefitted Development Parcel shall be responsible for any and all labor, expense and materials required in connection with the installation, construction, erection, and location of the Encroaching Building Improvements. Upon completion of the Encroaching Building Improvements, the Owner of the applicable Development Parcel shall submit to the City as built drawings of the Encroaching Building Improvements.

(c) Sidewalk Easement. Permanent non-exclusive easements over each of the severable portions of the Sidewalk Encroachment Zones that are located immediately adjacent to a Development Parcel, such easement being appurtenant only to that particular Development Parcel, solely to use such portion of the Sidewalk Encroachment Zones for the uses set forth in Section 7.5(a) of this Declaration.

Section 3.3 Easements Burdening the Development Parcels

(a) Enforcement and Self-Help. Each Development Parcel Owner hereby declares, establishes, and creates for its benefit and the benefit of any other Owner, non-exclusive, permanent, perpetual easements in, over, and/or through any applicable areas of the Development Parcels for and of access to undertake any inspections authorized pursuant to Article X and to take any cure, self-help and

¹ MMS to provide the City with the anticipated scope and cost of tree well receptacles.

other enforcement actions authorized pursuant to Article X. Any entry and access pursuant to this Section 3.3 shall not constitute a trespass.

(b) Access Easement. Each Development Parcel Owner hereby declares, establishes, and creates for its benefit and the benefit of any other Development Parcel Owner and their respective Occupants and Permittees the following access easements: (i) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the paved walkways and open space located on any of the other Development Parcels (including the open space areas located on Development Parcels 1 and 3) for pedestrian ingress, egress and access; and (ii) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the paved driveways located on any of the other Development Parcels for vehicular ingress, egress and access; and (iii) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the surface parking areas located on any of the other Development Parcels (including the surface parking area located on Development Parcel 4) for vehicular parking, subject to the parking limitations as may be set forth by the Owner of the Development Parcel improved with a surface parking area.

(c) Maintenance Easement. Non-exclusive, permanent, perpetual easements appurtenant to each of the Development Parcels for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) in, on, and/or through another Development Parcel to the extent reasonably necessary to perform general and ongoing maintenance work to and with respect to the Improvements on any of the Development Parcels and any appurtenant easement areas; provided, however: (i) the party exercising such rights shall provide the Owner of the affected Development Parcel with at least five (5) days (or such lesser notice as is practical under the circumstances in the event of an Emergency) written notice of the need to perform such work; (ii) any access and encroachment activities permitted by this Section 3.3(c) shall be completed as soon as reasonably possible; (iii) no easements are granted in this Section 3.3(c) for the storage of materials or equipment in or upon the affected Development Parcel, except as may be required in connection with the maintenance, repair, and when necessary, replacement of Improvements on any of the Development Parcels that is adjacent to the affected Development Parcel; and (iv) upon completion of the applicable work, the party exercising such rights shall repair, restore and/or replace any damaged or other affected portion of the affected Development Parcel to a condition equal to or better than existed at the time of the commencement of the applicable work.

Section 3.4 Use of Easement Areas and No Liens. The exercise of any easements, licenses and/or other rights granted in this Article III by any Occupant and/or its Permittees shall be subject and limited in all events as follows:

(a) any such rights shall be exercised only in such a manner so as to minimize the disruption of the enjoyment, use and operation of the burdened Parcel, shall be subject to any reasonable rules and regulations imposed by the Owner of the burdened Parcel and enforced in a non-discriminatory manner and in all events in compliance with applicable Governmental Requirements.

(b) the Owner of each benefited Development Parcel and its Permittees agree to and do hereby indemnify the Owner of each burdened Parcel from any losses, costs, damages, and expenses incurred by the Owner of the burdened Parcel as a result of the exercise by the indemnifying parties of their rights under this Article III unless such losses, costs, damages, or expenses are incurred as a result of the negligence or willful misconduct of the indemnified party or its Permittees.

(c) the easements and rights granted herein are intended to be used in connection with the Utilities Systems and Improvements that are to be developed in accordance with the Master Development Plan as such Utilities Systems and Improvements may be modified from time to time; provided, however, in the event that any Owner desiring to exercise its rights under Section 3.1(b) in such a manner that would necessitate the use of substantially larger utilities, telecommunications lines, equipment or devices or that would place such lines, equipment or devices in substantially different

locations, then any such usage shall be subject to the Approval of the Owner of the burdened Parcel, including any reasonable conditions imposed in connection therewith.

(d) the Owner of any property that is subject to any easements established, created, and/or reserved herein shall retain all right, title, and interest in and to such property subject to the easements herein established, created, and/or reserved incident to the fee simple estate thereof and for any and all purposes not inconsistent with the use of the easement areas as expressly permitted herein. All work performed by or at the request of any Person in any easement area as provided in this Declaration shall be performed in a manner, which will not cause, suffer, or permit any lien, notice of lien, or claim of lien to attach to or encumber any such easement area. In the event such lien, notice of lien, or claim of lien is filed, the Person at whose request the services were performed or the materials were supplied shall remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien within fifteen (15) days of the later of (i) the date of the filing of such lien, notice of lien, claim of lien, or (ii) demand to remove the same. If such Person fails to remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien as required herein, the Owner of the Parcel which is the subject of the lien, notice of lien, or claim of lien, in addition to any other right or remedy it may have at law or in equity, may, but shall not be obligated to, remove such lien, notice of lien, or claim of lien by paying the amount claimed to be due. Within thirty (30) days after receiving written notice of the payment of the amount claimed to be due by such Owner, the Person at whose request the services were performed or the materials were supplied shall reimburse such Owner all amounts paid by such Owner in connection with the removal of such lien, notice of lien, or claim of lien, including any and all reasonable costs and expenses (including attorneys' fees) actually incurred by such Owner in conjunction with the same.

(e) the Owner of any property that is subject to any easements established, created and/or reserved herein reserves the right to prohibit access to any portion of its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such Owner, to prevent the acquisition of prescriptive rights by anyone; provided, however, prior to closing off any portion of its Parcel, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such action with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

Section 3.5 Transfer of Easements. Each Owner shall have the right and power: (i) to grant easements over and across any of its Parcels for access, ingress, and egress to and from any portion of any of the Parcels; (ii) to grant easements on, in, under, over, through and across any of its Parcels for the purposes of installing, replacing, repairing, maintaining and using Utility Systems, including, but not limited to, storm sewers and electrical, gas, telephone, water and sanitary sewer lines; (iii) to grant such other easements over its Parcels as such Owner may Approve so long as such easements do not materially and adversely affect rights expressly granted to other Owners hereunder; (iv) to grant as security for the payment of any loan a security interest in all or any part of its Parcel, or assign any rights or easements thereon; provided, however, the lien and encumbrance of any such Mortgage shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of the other Owners, Declarant and such Owners' Permittees; and (v) to permit any Governmental Authority or utility provider to exercise any of the rights and easements reserved and established in this Declaration.

Section 3.6 Installation, Maintenance and Repair. Declarant, Occupant, and any other Permittee or other Person exercising their respective rights under the easements granted, reserved, and created in this Article III agree to, with and for the benefit of Declarant and the other Owners, that any and all construction, installation, repair, replacement, relocation and maintenance of any Improvements on the Project (i) shall be done by, and at the sole cost and expense of the Person so exercising its rights under this Article III; (ii) shall be done only upon reasonable written notice to Declarant and to all other Owners whose Parcels are so affected; and (iii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to Declarant, all Occupants, the normal operation of the Parcels and the Improvements located thereon. After the completion of any such construction, installation, repair, replacement, relocation and maintenance of any such Improvements on the Project,

any affected Parcel or other area of the Project shall be left in a clean and good condition, with all debris removed therefrom, with trenches and cuts properly filled, with any plants, shrubbery or other landscaping which may have been disturbed by such work restored to their former condition and with all area within which dirt has been exposed, replanted.

Section 3.7 Rights of Permittees. To the extent any easement created by this Declaration is stated to benefit the Permittees, from time to time, of any Owner, such Owner shall be entitled to designate from time to time which, if any, or its Permittees shall be entitled to utilize and enjoy such easements, it being the intent of this Declaration that no independent rights shall be created by this Declaration as to any such Permittees except for those that may be terminated or withdrawn at any time by the Owner through whom such rights were derived. Notwithstanding the foregoing, the easements and rights created in this Article III do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public.

Section 3.8 Scope of Easements. Each of the easements created by this Declaration shall (unless expressly provided in this Declaration to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the Project.

Section 3.9 Relocation of Easements. Any Owner shall have the right to relocate any of the easements burdening its Parcel (and any Pathways, Utility Facilities, Drainage Facilities and other Improvements constructed pursuant thereto) in connection with any expansion, reduction, alteration, modification, re-configuration, relocation or redevelopment of its Parcel permitted under this Agreement, provided that: (i) such relocation shall be at such Owner's sole cost and expense and shall not adversely affect the rights of the benefitted Owners to make use of the easements in any material respect; and (ii) the relocation of any such easement shall be documented in a recorded amendment to this Declaration pursuant to Article 12 hereof.

Section 3.10 Temporary Closings. In order to establish that the ingress and egress easements and any access ways located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically granted or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the Improvements comprising such access ways, any utilities or any other Improvements, located or to be located in or on the ingress and egress easement areas, the Owner of any of the Parcels within the Project on which an ingress and egress easement is located, shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way, to the extent and for such limited periods as shall be necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, such Owner shall exercise the rights granted in this Section 3.10 in such a manner so as to neither cause any unnecessary interruption of or undue interference with the business use or the residential occupancy of any portion of another Parcel, nor unreasonably interfere with rights and privileges granted herein to the other Owners.

Section 3.11 Cooperation. All easements and licenses granted in this Declaration and the use thereof shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of the other Owner in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, in the event that an Owner of any of the Development Parcels limits access to its respective Development Parcel, such Owner shall provide the other Owners having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

Section 3.12 Damages Resulting From the Exercise of Easement Rights. Notwithstanding anything to the contrary stated in this Declaration, and except as provided in Section 13.28, damages caused by the exercise of the easement rights granted in this Article III, including, but not limited to, reasonable attorneys' fees actually incurred, shall be paid by the responsible Owner, provided that the Permittee of an Owner causing such expense shall be jointly and severally liable.

ARTICLE IV. APPROVALS AND APPROVAL PROCESS; CONSTRUCTION REQUIREMENTS; ARCHITECTURAL CONTROLS

Section 4.1 General Principles. The Improvements constructed on any portion of the Project shall at all times be of a high standard and shall be constructed, installed, operated, marketed and maintained, repaired and when necessary replaced, in conformity and harmony with the Master Development Plan.

Section 4.2 Legal and Other Requirements. Each Occupant shall, at such Occupant's sole cost and expense, comply with, and cause their respective Permittees to comply with, the terms and conditions of this Declaration, the Governmental Requirements and any other applicable requirement of any Governmental Authority with respect to the ownership, development, operation and/or maintenance of its Development Parcel in the construction, operation, demolition, reconstruction, and/or alteration of any Improvements located thereon. In addition, nothing in this Declaration shall modify the City's rights or obligations to Approve design aspects of the Project in the City's capacity as a Governmental Authority.

Section 4.3 Requirements and Restrictions Regarding Construction, Maintenance and Repair.

(a) General. All Buildings and other Improvements constructed on any of the Development Parcels shall be constructed in accordance with all Governmental Requirements, and all construction work shall be performed in accordance with Governmental Requirements in a good and workmanlike manner and in accordance with good engineering standards. All construction, maintenance and repair activities on any of the Development Parcels shall be performed (i) so as not to unreasonably interfere with any work being conducted on another Parcel, (ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of another Parcel; and (iii) in a lien-free and good and workmanlike manner.

(b) Staging. When a Development Parcel Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any Improvements, such Owner shall establish a staging and storage area on its Development Parcel prior to commencing such work, and employ high-quality construction procedures, including, without limitation, silt fences and construction barricades. If substantial work is to be performed, such performing Development Parcel Owner shall fence off such staging and storage area. Except with respect to the Initial Improvements on the Project, upon completion of such work, such staging and storage area shall be restored to a condition which is equal to or better than the condition that existed prior to commencement of such work.

(c) Completion of Work. Each Development Parcel Owner shall diligently complete all work on its Development Parcel as quickly as possible, and shall restore all portions of the Project that were affected by such work to a condition which is equal to or better than the condition which existed prior to the commencement of such work. All Improvements as to which construction has commenced but has subsequently been discontinued without substantial completion of all exterior components thereof for a period of thirty (30) days or more shall promptly be removed and replaced by a hard surface condition or a maintained landscaped condition.

(d) Damage. Any and all work shall be conducted so as to prevent damage to any other portions of the Project that lie outside of the boundaries of the Development Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Development Parcel Owner shall, at its sole cost and expense, promptly restore, repair and/or replace, as appropriate, such damaged areas and/or Improvements. Moreover, each Development Parcel Owner shall indemnify, defend and save each other Owner and its successors and assigns harmless from any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, attorneys' fees, due to personal injury or death of persons or destruction of property arising from or as a result of construction by the indemnifying Development Parcel Owner, except for claims caused by the gross negligence or willful act or omission of the indemnified Owners. In addition, any activity related to establishing a utility

connection to any of the Development Parcels or any Improvements located thereon shall be conducted so as to prevent damage to any other portions of the Project that lie outside of the boundaries of the Development Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Occupant shall, at its sole cost and expense, promptly restore, repair and/or replace, as appropriate, such damaged areas, existing Utilities Systems, streets, curbs or other Improvements to a condition at least as good as existed prior to the damage, and shall pay any costs or expenses, including reasonable attorneys' fees that are actually incurred by an Person other than such Occupant arising from or as a result of such damage. Any restoration, repair and/or replacement shall be completed within ten (10) days. If the responsible Occupant has commenced the restoration, repair and/or replacement within said ten (10) day period and thereafter has diligently pursued the completion of such corrective work, but is unable to complete the restoration, repair and/or replacement within said ten (10) day period, Declarant, in its sole and absolute discretion, may extend the time period in which such corrective work shall be completed.

(e) Parcel Appearance. Each Owner, including the City, shall keep the exterior portions of its respective Parcel, including all Improvements located thereon, in a safe, clean, neat and attractive condition at all times. Such obligations include, but shall in no way be limited to, the following: (i) all garbage, trash, rubbish or other refuse shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed prior to its accumulation; (ii) all means of ingress and egress shall be kept clean of all construction materials and debris (including, without limitation, sand, trash, and nails); (iii) all landscaped areas shall be maintained in good and attractive condition, with all plants to be watered, trimmed, pruned and replaced as necessary, (iv) all rooftops shall be kept clear of debris; (v) the exterior of all Buildings, including exterior mechanical and other facilities, if any, and the screening for same, shall be kept in good repair, including replacement, if necessary, and same shall be repainted as reasonably needed; and (vi) sound surface water management practices shall be employed during the performance of any and all work in order to prevent runoff sedimentation.

ARTICLE V. COMPLIANCE WITH LAWS AND ZONING

Section 5.1 Compliance with Laws and Covenants. The City and the other Owners and their respective Permittees shall comply with all Governmental Requirements.

Section 5.2 Environmental. The City and the other Owners and their respective Permittees shall not generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substance of any kind at, from, on, in, under or in the air above any part of their respective Parcels, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary or storm sewer systems serving the Parcels (collectively referred to as a "Release"), except in accordance with applicable Environmental Laws and except for any Release that are lawful and generally recognized to be appropriate to normal commercial, parking, residential, retail, and restaurant uses and to maintenance and operation of the Project (including, but not limited to, Hazardous Substances in consumer products) made in compliance with all Environmental Laws, including, but not limited to, such compliance activities as performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. The City and the other Owners and their respective Permittees shall be responsible for and shall pay all costs and expenses related to a Release on such Owner's particular Parcel or Parcels, which costs and expenses shall include, but not be limited to, closure, investigation, removal, remediation, cleanup, containment and other response costs, liabilities (including strict liabilities), compliance costs, injuries to persons (including wrongful death), damages to property, natural resource damages, penalties, fines, legal expenses and interest paid to any Governmental Authority.

The provisions of this Section 5.2 do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws, except as may otherwise be expressly provided in this Declaration.

Section 5.3 Indemnification. Each Development Parcel Owner (hereinafter referred to as the "Indemnifying Party") covenants and agrees, at its sole cost and expense, to indemnify, hold harmless and defend Declarant, the City and the other Owners (hereinafter collectively referred to as the "Indemnitee") from and against any and all actions or proceedings by or on behalf of any Person other than the Indemnitee or such Indemnitee's Permittee arising from the Indemnifying Party's use, possession or management of the Indemnifying Party's Parcel or activities therein or arising out of the Indemnifying Party's use, exercise or enjoyment of the easements and licenses granted hereunder and from and against all costs, reasonable attorneys' fees actually incurred, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Party, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitee.

Section 5.4 Zoning Compliance and Changes in Zoning. Notwithstanding anything to the contrary stated in this Declaration, each Development Parcel Owner shall comply with the City of Alpharetta Zoning Ordinance and all Zoning Conditions applicable to such Owner's Development Parcel. A Development Parcel Owner may apply for or make any changes to the Zoning Conditions applicable to the Owner's Development Parcel as of the Effective Date provided that such application does not constitute a Material Zoning Change (as defined herein). Notwithstanding the foregoing, no Development Parcel Owner shall seek to alter, modify or limit: (i) the maximum density allowed for such Owner's Development Parcel or any another Development Parcel within the Project; (ii) the building setback requirements applicable to such Owner's Development Parcel or any another Development Parcel within the Project; or (iii) the permitted land uses of such Owner's Development Parcel or any another Development Parcel within the Project (hereinafter collectively referred to as a "Material Zoning Change"). In the event any Development Parcel Owner desires to seek a Material Zoning Change (hereinafter referred to as the "Applicant Owner"), such Applicant Owner must receive the prior written consent of Declarant and all Owner(s) affected by such Material Zoning Change (hereinafter collectively referred to as the "Affected Owner(s)"). Such consent by Declarant and the Affected Owner(s) shall be deemed proper authorization for the Applicant Owner to act on behalf of and as the limited lawful agent of the Affected Owner(s), whereupon Declarant and the Affected Owner(s) shall do all things as may be reasonably requested to obtain Approval of the Material Zoning Change, at no cost or expense to Declarant or the Affected Owner(s). The aforementioned authorization to act as the limited lawful agent shall be limited to the purposes expressly contemplated herein and any attempt to use the authorization in violation of this Declaration shall be deemed null and void.

Section 5.5 Subdivision. An Owner may subdivide (including, but not limited to, a "subdivision by deed"), aggregate or modify the boundaries of Owner's Parcel(s) during Owner's ownership of such Parcel(s), provided that such actions shall comply with all Governmental Requirements. In addition, no Development Parcel may be subdivided, aggregated or modified without the prior written consent of Declarant during the Declarant Control Period. Furthermore, if any amendment to the Governing Instruments is required in connection with a permitted subdivision, aggregation or modification of Development Parcel boundaries, the preparation and recordation of such amendments shall be promptly accomplished at the benefitted Owner's sole expense.

ARTICLE VI. OWNERSHIP AND MAINTENANCE OF THE PROJECT

Section 6.1 Ownership.

(a) Development Parcels. Unless otherwise provided in this Declaration, each Development Parcel Owner shall (i) own all property, both real and personal, located within such Owner's Development Parcel, including, without limitation, all Improvements, subject, however, to the provisions of this Article VI and any easements created, granted, established, and/or reserved in Article III; (ii) be responsible for all costs and expenses related to and arising from the operation, maintenance, repair, replacement and improvements of such Owner's Development Parcel and all Improvements located

thereon; and (iii) be responsible for all insurance requirements, as more specifically set forth in Article VIII, with respect to such Owner's Development Parcel.

(b) City Parcels. Except as otherwise provided in this Declaration, all portions of the City Parcels shall be owned by the City, provided that nothing contained herein shall prevent the City from disposing of any City Parcel that would otherwise be considered to be a Development Parcel but for the City's ownership thereof.

Section 6.2 General Maintenance and Operation of Parcels.

(a) General. Except as otherwise provided in this Declaration, any of the Development Parcels and the Improvements located on any of the Development Parcels shall be operated, maintained, repaired, and, when necessary replaced by the Development Parcel Owner of the applicable Development Parcel in a manner which is consistent with and equivalent to the levels and/or standards of quality existing in and maintained at similar developments located within the metropolitan Atlanta, Georgia area, and shall be in compliance with the Governing Instruments. The foregoing obligation by each Development Parcel Owner to operate, maintain, repair and, when necessary, replace, shall include, without limitation: (i) keeping all portions of the Development Parcel in a clean, uncluttered, orderly and sanitary condition; (ii) removing, to the extent practicable, snow, ice and surface waters, but recognizing that during ice and/or snow storms some amount of ice and/or snow may remain on the Development Parcel and the same may continue to be a hazard; (iii) keeping all Signage (including, but not limited to, marking and directional signs, if any) on the Development Parcel clear, distinct and legible; (iv) performing on a regular basis cleanings of the exterior glass surfaces of the Buildings and other Improvements located on the Development Parcel; and (v) performing on a regular basis cleanings of the grease traps that serve the Development Parcel, as applicable. All of the costs and expenses associated with such maintenance, operational, repair, and replacement activities and actions shall be borne solely by the Development Parcel Owner responsible for undertaking the same, except as otherwise provided in this Declaration. In addition, no Development Parcel Owner shall engage in, perform, omit to perform, or permit any act, which would undermine and/or adversely affect the structural integrity, support, and/or safety of all or any portion of any Improvements on any of the Development Parcels.

(b) Failure to Maintain. If any Development Parcel Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Project with respect to which non-exclusive easements and licenses have been granted by this Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, the Development Parcel Owner causing the excess use shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas. Each Development Parcel Owner shall maintain and promptly upon request, from time to time, make available to any other Owner complete maintenance records for its Development Parcel with respect to which easement rights exist under this Declaration. As to any items (such as exterior painting) that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

(c) Utilities. Any Utilities Systems servicing solely a single Development Parcel, regardless of where located, shall be constructed, rebuilt, repaired, replaced and maintained by the Development Parcel Owner of such Development Parcel, and the costs of such construction, rebuilding, repair, replacement and maintenance shall not be deemed an expense to be shared among the Development Parcels. Utilities supplied to the Development Parcels shall be separately metered and paid directly by the applicable Development Parcel Owners to the respective utility provider(s).

(d) Trash. All garbage, trash, rubbish or other refuse arising from the use of a particular Parcel (including, without limitation, the City Parcels) shall be disposed of in sealed bags and either removed from the Project or placed in appropriate trash dumpsters, trash compactors, or other trash facilities designed for collection by a trash service provider. Such trash dumpsters, trash compactors, or other trash facilities shall be emptied as often as necessary so as to prevent such

containers from overflowing and as often as necessary to keep any of the Parcels in a neat, clean and sanitary condition. Each Owner shall execute a trash removal/recycling service agreement with a trash service provider (provided that the City may, at its election, self-perform trash removal responsibilities for the City Parcels consistent with the standard of service of other City-owned properties), and each Owner shall be solely responsible for all of the costs and expenses associated with the disposal of such garbage, trash, rubbish or other refuse arising from the use of such Owner's Parcel.

(e) Street Lights. All street lights serving the Project located on the City Parcels and shall be installed, maintained, repaired and replaced by the City.

(f) Property Taxes and Liens. Each Development Parcel Owner shall pay the ad valorem taxes assessed against its respective Development Parcel prior to the last date upon which such taxes may be paid without incurring interest or penalty. Notwithstanding the foregoing, any Development Parcel Owner may make appropriate objections to any taxing authority's assessed valuation upon its Development Parcel for the purpose of reducing taxes. In addition, each Development Parcel Owner shall discharge of record by bond or otherwise, within thirty (30) days following notice of the filing thereof, any liens for unpaid taxes or any mechanic's or similar lien that may be filed against Owner's Development Parcel for ad valorem taxes unpaid by a Development Parcel Owner for work or materials claimed to have been furnished to or for the benefit of such Development Parcel Owner and/or its Development Parcel. If a Development Parcel Owner fails to cause any such lien or claim of lien to be so discharged or bonded within such period ("Non-performing Owner"), in addition to any other right or remedy it may have, Declarant may, but shall not be obligated to, discharge such lien or claim of lien by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit to the court of appropriate jurisdiction or by establishing appropriate bonding. Such Non-performing Owner shall pay as a charge, any sum or sums so paid by Declarant and all costs and expenses incurred by Declarant, including, without limitation, reasonable attorneys' fees actually incurred in processing such discharge or defending any such action.

Section 6.3 Initial Infrastructure; Charges and Lien Rights.

(a) Initial Infrastructure. Declarant may, in its sole discretion, elect from time to time to maintain, insure, secure, repair, replace and/or improve all or any portions of the Initial Infrastructure installed by or at the direction of Declarant that may otherwise be the obligation of the respective Owners of the Development Parcels, or to cause such maintenance, insurance, security, repair, replacement and/or improvement to be performed or procured, as applicable, by such companies or under the direction of such management companies as may be designated by Declarant. Such election may be made or rescinded from time to time during the term of this Declaration upon at least thirty (30) days' advance written notice to any affected Owners. Such work shall be performed pursuant to standards that are comparable to other first-class mixed-use developments in the metropolitan Atlanta, Georgia area. Declarant shall perform (and shall have an easement to perform) such maintenance, repair, replacement and/or improvement work in compliance with all Governmental Requirements, in a lien-free and good and workmanlike manner, and in a manner that will not unreasonably interfere with the use or operation of the Development Parcel upon which such work is being performed. Such work may also include maintenance, repair, replacement and/or improvement work required by Governmental Authority pursuant to the zoning, permitting and provision of infrastructure for the Project. All such costs shall be allocated and assessed by Declarant among the Development Parcel Owners in the Project in accordance with a Supplementary Declaration that may be entered into by Declarant and the Development Parcel Owners, and all such charges shall be paid within thirty (30) days following receipt of request for payment and shall be secured by a lien pursuant to this Section 6.3. Declarant shall, if it performs such maintenance, repair, replacement and/or improvement work, or, as applicable, shall cause any maintenance company if designated, to defend, protect, indemnify and hold harmless the Owner of the Development Parcel upon which such maintenance, repair, replacement and/or improvement work is performed from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the right to perform such maintenance, repair, replacement and/or

improvement work; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or the willful act or omission of the indemnified Development Parcel Owner.

(b) Charges and Lien Rights. Any sums assessed against any of the Development Parcels by Declarant pursuant to this Declaration, including without limitation, any charges as a result of the exercise by Declarant of its rights under Article XI, together with late charges, interest, costs and reasonable attorneys' fees actually incurred, as provided in this Declaration, shall be secured by a lien on such Development Parcel in favor of Declarant, and Declarant shall be entitled to file such a lien in the Official Records. Such lien shall be superior to all other liens and encumbrances on such Development Parcel, except for (i) liens of ad valorem taxes, or (ii) liens for all sums unpaid on a first-in-priority deed to secure debt, or (iii) liens for all sums on any deed to secure debt to Declarant duly recorded in the Official Records and all amounts advanced pursuant to such deed to secure debt and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any of the Development Parcels after this Declaration shall have been recorded in such records shall be deemed to consent to such liens or encumbrances, shall be inferior to future liens for charges, as provided in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. For the avoidance of doubt, the City Property shall not be subject to any liens and charges set forth in this Section 6.3(b) or elsewhere in this Agreement.

ARTICLE VII. USE RESTRICTIONS

Section 7.1 General. All portions of any of the Development Parcels, including any Unit located therein, shall be used only for such purposes that are lawful and permitted by Governmental Requirements and shall be subject to all of the use restrictions set forth in the Governing Instruments and any other Supplementary Declaration affecting any of the Development Parcels. Moreover, the use of any of the Development Parcels or any portion thereof shall not cause another Development Parcel or any portion thereof to be non-compliant with any Governmental Requirements.

Section 7.2 Rules and Regulations Affecting the Project. Declarant, from time to time and at any time (but without any obligation to do so), may make, establish, abolish, amend, and/or enforce reasonable nondiscriminatory Rules and Regulations (which shall be uniformly applied) concerning the use of the Project in order to facilitate and effectuate the use of the Project. No such Rules and Regulations shall materially and adversely affect the use or operation or otherwise materially and adversely affect any easements or other rights or obligations set forth elsewhere in this Declaration, or be binding upon the City. Such Rules and Regulations shall be binding upon the Development Parcel Owners and their Permittees until and unless such Rules and Regulations are specifically overruled, cancelled or modified by Declarant, in its sole and absolute discretion.

Section 7.3 Prohibition of Damage, Nuisance and Noise. All Occupants and Permittees acknowledge that the Project contains a variety of land uses. While such uses are intended to be a convenience to all Occupants and Permittees and foster a sense of Project and vibrancy, it is acknowledged that the close proximity of such uses and the urban setting in which the Project is located may, at times, result in greater amounts of noise, light, sounds and smells than would exist in other types of communities. Therefore, it is agreed that neither the permitted use of any of the Development Parcels, in and of itself, nor the foreseeable attributes of such a use (i.e., food odors and noise from a restaurant) shall be deemed a nuisance.

Without the prior written consent of Declarant, nothing shall be done or kept on the Project, or any part thereof, by an Occupant or Permittee that would increase the rate of insurance on the Project or any of the Development Parcels or any part thereof, which would be in violation of any Governmental Requirements. In addition, except to the extent permitted in this Declaration, an Occupant or Permittee of any of the Development Parcels shall not (actively or passively): (i) conduct any noxious, destructive or offensive activity on or within any portion of the Project; (ii) conduct any business which, in the reasonable opinion of Declarant or its designee, would jeopardize the soundness or safety of the Project or any Improvement located thereon, reduce the value thereof, or impair any easement or other interest in real

property thereto, without obtaining, in every such case, the unanimous, prior written consent of all Owners and their respective Mortgagees; (iii) permit damage to or waste of the Project; (iv) use or allow the use of the Development Parcel or any portion of the Project at any time, in any manner or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Occupants, or in such a way as to constitute, in the reasonable discretion of Declarant, a public or private nuisance; (v) use or allow the use of any of the Development Parcels or any portion of the Project at any time, in any manner or for any purpose which may create disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of Declarant interfere with the rights, comfort or convenience of the other Occupants; or (vi) use or allow the use of any of the Development Parcels in any manner which creates disturbing noises, including, without limitation, the use of stereo speakers or equipment that will in the reasonable discretion of Declarant materially interfere with the rights, comfort or convenience of other Occupants; provided, however, activities producing reasonable volumes of audible noise (including music and outdoor speakers) are permitted consistent with Governmental Requirements, subject to the restrictions set forth in Section 7.5(a) below.

Section 7.4 Prohibited Uses. No portion of any of the Development Parcels may be sold, leased, occupied or used for any use or operation that conflicts with the Zoning Conditions or the Master Development Plan.

Section 7.5 Requirements and Restrictions Regarding Use and Operation.

(a) Sidewalk Displays, Outside Sales, and Outdoor Seating and Dining on a Sidewalk Encroachment Zone or Outdoor Dining Area. Sidewalk displays and outside sales shall be permitted on a Sidewalk Encroachment Zone, and outdoor seating and dining shall be permitted within those portions of the Sidewalk Encroachment Zones constituting Outdoor Dining Areas, provided that, unless otherwise authorized by the City, any such sidewalk displays, outdoor sales, and outdoor seating and/or dining: (i) shall not unreasonably interfere with or impede pedestrian or vehicular traffic upon the City Roads, pedestrian traffic on the Pathways, Sidewalks and Streetscapes, or pedestrian ingress or egress to any Building; (ii) shall be conducted on the portion of the Sidewalk Encroachment Zone directly adjacent to the Occupant's premises; and (iii) all merchandise shall be moved indoors during non-business hours. In addition, use of a Sidewalk Encroachment Zone shall be subject to the following: (iv) movable Improvements such as, but not limited to, potted plants, patio tables, patio chairs, umbrellas, host stands, display boards/carts/cases, and similar Improvements shall be permitted on a Sidewalk Encroachment Zone, provided that the owner of such Improvements shall be solely responsible for the procurement, installation, maintenance, repair and replacement therefor; (v) no grills shall be located on a Sidewalk Encroachment Zone without the Approval of the City; (vi) outdoor seating and/or dining, food/beverage services, outdoor speakers, and other activities producing audible noise may be conducted on an Outdoor Dining Area between 12:00 p.m. and 11:00 p.m. on Sundays, 7:00 a.m. to 11:00 p.m. Mondays through Thursdays; and between 7:00 a.m. and 11:59 p.m. on Fridays and Saturdays; (vii) outdoor seating and/or dining, food/beverage services, and activities producing customary and reasonable levels of audible noise (excluding the use of outdoor speakers) may be conducted on an Outdoor Dining Area between 7:00 a.m. to 11:00 p.m. on Sundays; and (viii) enclosure of a Sidewalk Encroachment Zone or Outdoor Dining Area is prohibited without the Approval of the City. The City shall maintain (at City's sole cost and expense) in a neat, clean and orderly condition the Sidewalks and Streetscapes (including the planters that are actually installed on the sidewalks along Commerce Street), excluding: (A) those portions of a Sidewalk Encroachment Zone that are improved by an Occupant for use as an outdoor dining area (the "Outdoor Dining Area"), as shown on the Site Plan, which Outdoor Dining Area shall be maintained by the Occupant of such space; and (B) those portions of a Sidewalk Encroachment Zone measuring +/- two feet (2') from the exterior wall of a Building located adjacent to a Sidewalk Encroachment Zone that may be improved by an Occupant with potted plants, planters, climbing vines, related irrigation equipment, and other similar Improvements (the "Decorative Landscaping Area"), as shown on the Site Plan, which Decorative Landscaping Area shall be maintained by the Occupant of such space.

(b) Lighting. Each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

(c) Deliveries. All deliveries to a Development Parcel shall take place on internal streets and parking areas located within the Project; provided, however, truck deliveries to the Project shall be prohibited within sixty feet (60') of Main Street and Academy Street, as shown on Exhibit "N," unless otherwise permitted by the City, and delivery trucks shall not block both lanes of traffic, block the on-coming traffic lane, or otherwise cause significant stacking of vehicles or other material impediments to the ordinary flow of traffic.

(d) Trash. Owners and their respective Occupants shall be permitted to access the City Parcels for the purposes of transporting garbage, trash, rubbish or other refuse, using the most direct route, from one Development Parcel to another Development Parcel on which trash disposal facilities are located.

(e) Outside Consumption of Alcohol. As of the Effective Date, the Project is located within the "Downtown District," as defined in Section 3-180 *et seq.*, Article XVI of the Code (as may be amended, and together with other applicable ordinances, the "Alcoholic Beverage Ordinance"), which provides for certain exceptions and provisions applicable only to licensees whose establishments are located within the Downtown District holding licenses to sell alcoholic beverages for consumption on the premises ("Licensee"). The exemptions and provisions set forth in the Alcoholic Beverage Ordinance as of the Effective Date support the economic viability of the Project as a mixed-use development as well as the City's original vision for the Project as a vibrant "city center" comprised of complementary uses, including, but not limited to, retail, restaurant, office, residential, and other ancillary uses. Any amendment to the Alcoholic Beverage Ordinance that prohibits, further restricts or impairs a Licensee's right to sell alcoholic beverages for consumption on the Project (subject to the restrictions set forth in the Alcoholic Beverage Ordinance as of the Effective Date) would likely have a deleterious effect upon the Project. The City has no present intention of making or supporting any such amendments to the Alcoholic Beverage Ordinance.

Each Occupant acknowledges and agrees that such Occupant and its Permittees shall be subject to and shall comply with the requirements and restrictions set forth in the Alcoholic Beverage Ordinance. In addition, each Owner (excluding the City) hereby expressly permits Occupants and Permittees of the other Development Parcels to consume alcoholic beverages on the unimproved portions of Owner's Development Parcel (but excluding the City Parcels), subject to the restrictions set forth in the Alcoholic Beverage Ordinance. Notwithstanding the foregoing, the City hereby expressly permits Occupants and Permittees of the other Development Parcels to consume alcoholic beverages on the Town Green and Pathways located on the City Parcels, subject to the restrictions set forth in the Alcoholic Beverage Ordinance.

Section 7.6 Use of the City Parcels.

(a) General. It is understood that the Project is intended to constitute an energetic and vibrant living, working, shopping and recreational environment, and that the City Parcels may be used for entertainment and recreational activities, holiday and seasonal displays and activities, exhibitions, recreational activities, culinary events, organic gardens, concerts and music events, fireworks, competitions and exhibitions, and other activities ("Public Events") that are reflective of a mixed-use project. The Owners of all Development Parcels acknowledge that such Public Events may result in increased noise, light, odors, traffic levels and other conditions as a result thereof, and that such conditions are a natural corollary of the mixed-use environment at the Project and the benefits afforded by such environment and shall not constitute a nuisance or interference with the Occupants of any of the Development Parcels affected by the same provided that they are in compliance with Governmental Requirements. Notwithstanding anything to the contrary stated in this Declaration, the City shall not (i) allow Public Events to be held (or allow decorative and promotional materials, event facilities, and kiosks to be installed and/or maintained) on sidewalks located along Commerce Street or along the eastern right-of-way of Market Street; (ii) allow for the sale of food and/or goods by outside vendors (including, without limitation, street vendors and food trucks) on any portion of the Project other than on the Town Green Parcel; and (iii) close Commerce Street or Market Street (but shall have the right to close North Broad Street and South Broad Street to vehicular access only) in connection with Public Events. In

addition, the City shall not shut down access to any of the sidewalks that are located directly adjacent to occupied buildings located on the Development Parcels in connection with any Public Events.

(b) Public Events Schedule. The City and Declarant, by and through their respective authorized representative(s), shall meet during the fourth quarter of each calendar year to (i) discuss the Public Events schedule to take place on the Project in the following calendar year; and (ii) discuss issues and concerns related to such Public Events schedule, and to establish a plan to address and mitigate the potential adverse effects of Public Events upon the businesses occupying the Development Parcels. Notwithstanding anything to the contrary stated in this Declaration, the City shall be obligated to provide all services to and maintenance of the affected areas of the Project in connection with a Public Event.

Section 7.7 Operation, Administration and Use of the Surface Parking Spaces on the City Parcels, the City Parking Deck and Parking Deck B.

(a) General - Operation and Administration of the Parking Decks.

- (i) The City (as the owner of the City Parking Deck) and Development Parcel 6 Owner (as the Owner of Parking Deck B) shall be required to open and operate their respective Parking Decks seven (7) days a week and twenty-four (24) hours a day, subject to Unavoidable Delays; provided, however, the City and Development Parcel 6 Owner may temporarily close their respective Parking Decks to perform maintenance and repair with ten (10) days' prior notice to the other Owners, except that, in Emergency situations requiring a temporary closing, prior notice shall not be required. Temporary closure of immaterial portions of a Parking Deck for maintenance and repair shall not require prior notice. All maintenance and repairs shall be performed at a time and in a manner reasonably calculated to minimize disruption and inconvenience to the Occupants of the Project and their respective Permittees, but nothing herein shall require the City or the Development Parcel 6 Owner to incur additional costs for overtime labor. In the event that any portion of the Parking Decks is temporarily closed, the Owner of such Parking Deck shall make reasonable efforts to keep one (1) driveway and entrance into the such Parking Deck open (and to place appropriate signage directing traffic to the open entrance).
 - (ii) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to install speed control devices in their respective Parking Decks to help prevent violations of the posted speed limit, if any; provided, however, the City and Development Parcel 6 Owner shall have no responsibility for any damage to any vehicle caused by the placement of such speed control devices.
 - (iii) The City and Development Parcel 6 Owner shall maintain all lighting fixtures that serve their respective Parking Decks in good working order and condition to ensure that the illumination of their respective Parking Decks complies with all Governmental Requirements.
 - (iv) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to employ, at its sole expense, parking attendants to administer and monitor the use of parking on their respective Parking Decks.
 - (v) Development Parcel 6 Owner shall have the right to mark, label or otherwise identify the parking spaces located within Parking Deck B. In addition, Development Parcel 6 Owner may restrict access to the parking spaces located within Parking Deck B with parking gate(s) or other means of access control, and in connection therewith, may issue identifying cards, stickers, tokens or the like as reasonably necessary to monitor, enforce, and regulate parking in Parking Deck B, and charge a parking fee to offset the actual cost of such items. Any income
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resulting from parking fees associated with Parking Deck B shall be the property of Development Parcel 6 Owner. The costs of any such parking gate equipment or other means of access control, and the installation, maintenance, repair, and replacement of the same shall be borne solely by Development Parcel 6 Owner.

- (vi) The City and Development Parcel 6 Owner shall provide at its own cost and expense its own directional Signage to be located on or within their respective Parking Decks.
- (vii) All costs and expenses associated with the City Parking Deck and Parking Deck B (including, but not limited to, operation, administration, maintenance, repair, replacement, improvement, and insurance) shall be the sole responsibility of the City and Development Parcel 6 Owner, respectively.
- (viii) All public restroom facilities located within the City Parking Deck shall be kept open for use during the hours of operation for retail establishments conducting business on the Development Parcels (subject to closures due to repairs, cleaning, refurbishment, etc.). All costs and expenses associated with the operation, administration, maintenance, repair, replacement, improvement, and insurance of such public restroom facilities shall be the sole responsibility of the City.
- (ix) The City and the Development Parcel 6 Owner shall have the right to control all internal services/systems (i.e., elevator, trash, trash rooms) located within their respective Parking Decks.
- (x) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to make, modify, repeal and enforce reasonable parking rules and regulations on a nondiscriminatory basis to the Occupants and their Permittees, governing the conduct, use, and enjoyment of their respective Parking Decks, including, without limitation, the right to authorize the towing or booting of vehicles illegally or improperly parked.
- (xi) The Parking Decks shall not be used for any other uses other than a parking deck (i.e., craft shows, flea markets, antique sales).
- (xii) The Parking Decks are subject to the terms and conditions of the Parking Deck Expansion Easement Agreement.

(b) City Parking Deck. The use of the City Parking Deck is subject to the terms and conditions of Subsection 7.7(a) above, the City Parking Deck Site Plan, the Parking Agreement and the Parking Deck Expansion Easement Agreement. In addition, the City Parking Deck is part of the City Parcels to be used by the Occupants and their respective Permittees as well as other visitors to the Project. Notwithstanding anything to the contrary stated in this Declaration, the City agrees to the following:

- (i) The City Parking Deck is not intended to provide long-term or short-term parking for (A) employers and their respective employees of business establishments located outside of the Project, other than employees of City Hall or the library, or (B) over-flow parking for events held outside of the Project. In the event that the City receives notice from Declarant or any of the Development Parcel Owners that the City Parking Deck is being utilized for purposes that are in egregious violation of this Subsection, City agrees to exercise its best efforts to address such violation to ensure that the City Parking Deck is being utilized for its intended purpose and for the benefit of the Project and the general public.
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- (ii) Notwithstanding anything to the contrary stated in this Declaration, the City shall be permitted to designate up to thirty (30) parking spaces on the uppermost level of the City Parking Deck as "VIP" parking spaces for use by persons designated by the City during City-sponsored events or Public Events, which City events shall not be held more than three (3) times during a calendar year. In the event that the City wishes to designate more than thirty (30) parking spaces as "VIP" parking spaces or to implement "VIP" parking during more than three (3) City events or Public Events in any given calendar year, then the City shall obtain the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (iii) All parking spaces located within the City Parking Deck shall be on a first-come, first-served basis, other than the fifty (50) parking spaces reserved in the Parking Agreement, as depicted in the City Parking Deck Site Plan. The City shall not enter into any agreements or other arrangements with third-parties (or enter into an amendment to the Parking Agreement) other than Declarant for the use of parking spaces within the City Parking Deck without the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (iv) The City agrees not to gate off, restrict access to, mark, label or otherwise identify parking spaces located within the City Parking Deck as reserved or time restricted (except as provided in this Section 7.7, as shown on the City Parking Deck Site Plan, or required under the Parking Agreement) without the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (v) Any decision by the City to reduce the total number of parking spaces within the City Parking Deck (existing as of the Effective Date) shall require the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (vi) Parking in the City Parking Deck shall be free of charge. Any decision by the City to charge for or restrict and/or limit access to the parking spaces located within the City Parking Deck (except as provided in this Section 7.7, as shown on the City Parking Deck Site Plan, or required under the Parking Agreement) shall require the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.

(c) Surface Parking Spaces. All surface parking areas and surface parking spaces located on the City Parcels shall constitute a portion of the City Parcels. The City agrees that there shall be no charge for the use of such surface parking spaces for a period of seven (7) years commencing on the Effective Date.

ARTICLE VIII. INSURANCE

Section 8.1 Insurance – General. Each Development Parcel Owner, with respect to such Owner's Development Parcel, shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below.

(a) Commercial General Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times Commercial General Liability Insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of anyone occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with excess limits in the amount of Five Million Dollars (\$5,000,000.00) pursuant to an umbrella liability policy.

Declarant and the City shall be "additional insureds" under all such policies pursuant to ISO AI endorsement CG 2026 or an equivalent endorsement.

(b) Worker's Compensation and Employer's Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times Worker's Compensation and Employer's Liability Insurance as required by any applicable law or regulation. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) each accident for bodily injury, One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

(c) Automobile Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times automobile liability insurance coverage. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage.

(d) Property Insurance. Following completion of completion of the Initial Improvements on any of the Development Parcels, and in replacement of the coverage required by Section 8.1(e) below, each Development Parcel Owner shall be obligated to obtain and maintain at all times property insurance by the standard ISO Causes of Loss Special Form, or its equivalent, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations). Each Development Parcel Owner ("Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner ("Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Project, which loss or damage is of the type covered by the insurance required to be maintained under this Section 8.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Development Parcel for any loss or damage to the Project of such Occupant located upon the Releasing Owner's Development Parcel, which loss or damage would have been covered by the insurance required to be maintained under this Section 8.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Development Parcel for any loss or damage to the Project of such Occupant located upon the Releasing Owner's Development Parcel, which loss or damage would have been covered by the insurance required to be maintained under this Section 8.1.

(e) Insurance Required Prior to the Commencement of Construction. Prior to commencing any construction activities contemplated by this Declaration on any of the Development Parcels, the Development Parcel Owner thereof shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' compensation and employer's liability insurance, as required by an applicable law or regulation, and with employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) each accident for bodily injury, One

Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

(ii) Commercial General Liability insurance covering all operations by or on behalf of the contractor, as provided by standard ISO CGL coverage form CG 0001 or its equivalent, with minimum limits of liability on a per project basis of:

(A) One Million Dollars (\$1,000,000.00) each occurrence (for bodily injury and property damage);

(B) One Million Dollars (\$1,000,000.00) for Personal Injury Liability;

(C) Two Million Dollars (\$2,000,000.00) aggregate for Products and Completed Operations; and

(D) Two Million Dollars (\$2,000,000.00) general aggregate.

(E) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage and shall be provided by the standard ISO Business Auto coverage form CA 0001 or its equivalent.

(F) Prior to commencement of vertical construction of Improvements on any of the Development Parcels, fire and extended coverage insurance, in the so-called "Builder's Risk 100% Completed Value Non-Reporting" form, or its equivalent.

(G) The contractor shall also carry umbrella/excess liability insurance in the amount of Five Million Dollars (\$5,000,000.00). If there is no per project aggregate under the Commercial General Liability policy, the limit shall be Ten Million Dollars (\$10,000,000.00).

If the construction activities involve the use of another Development Parcel, then the constructing Person shall cause (x) the Owner of such Development Parcel to be an additional insured on each policy (for the Commercial General Liability policy pursuant to a CG 2010, ongoing operations, endorsement, and a CG 2037, completed operations, endorsement, or their equivalent), (y) with respect to the work on such other Development Parcel, the coverage set forth in Section 8.1(e) above to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to the named insured and the constructing Person shall provide at least thirty (30) days prior written notice to any other insured parties. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the constructing Person shall immediately stop all work on and use of the other Development Parcel until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the Owner of such other Development Parcel.

(f) Additional Insured. Any insurance that requires another Person to be added as an "additional insured" shall (i) provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to the named insured, and without at least thirty (30) days prior written notice to be provided by the insured to each additional insured; (ii) provide for severability of interests; (iii) provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; and (iv) provide for contractual liability coverage with respect to any indemnity obligation set forth therein.

(g) Insurance Rating. All insurance required by a Person pursuant to this Article VIII shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/VIII, and which are authorized to do business in the State of Georgia. All insurance may be provided under (i) an individual policy covering the Development Parcel in question, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Development Parcel Owner with aggregate coverage in commercially reasonable amounts as determined in the sole discretion of Declarant, (iii) a plan of self-insurance, in whole or in part, provided that such plan of self-insurance is commercially reasonable based upon the tangible net worth and tangible net current assets of such Development Parcel Owner as determined in the sole discretion of Declarant, such Development Parcel Owner provides all certified financial information as may be required for Declarant to make such determination, and such Development Parcel Owner notifies the other Owners of its intent to self-insure, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Development Parcel Owner in compliance with this Article VIII, such Development Parcel Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, in no event shall any deductible exceed Fifty Thousand Dollars (\$50,000.00) unless such Development Parcel Owner complies with the requirements regarding self-insurance pursuant to Subsection (iii) above. Each Development Parcel Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, or the Web address where such insurance information is contained, evidencing that the insurance required to be carried by such Development Parcel Owner is in full force and effect.

ARTICLE IX. CASUALTY AND EMINENT DOMAIN

Section 9.1 Casualty.

(a) Restoration of Improvements on the City Parcels. In the event of damage to or destruction of Improvements on any portion of the City Parcels, the City may, but shall not be obligated to, restore and reconstruct such Improvements. In the event the City so elects to restore and reconstruct any Improvements, the City shall promptly (and in any event within six (6) months of the event of damage or destruction) restore and reconstruct such Improvements to at least as good a condition as it or they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner, shall conform to and comply with all applicable Governmental Requirements, and shall be completed with due diligence, at the sole cost and expense of the City.

(b) Restoration of Improvements on the Development Parcels. In the event of damage to or destruction of Improvements on any of the Development Parcels, the applicable Owner may, but shall not be obligated to, restore and reconstruct such Improvements within such Owner's Development Parcel; provided, however, the applicable Owner shall be obligated to restore and reconstruct such Improvements if fifty percent (50%) or less of such Improvements has been damaged or destroyed. In the event an Owner so elects to restore and reconstruct any Improvements, such Owner shall promptly (and in any event within six (6) months of the event of damage or destruction) restore and reconstruct such Improvements to at least as good a condition as it or they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed in accordance with the following requirements, as the same are applicable thereto:

- (i) All work shall be performed in a good and workmanlike manner and shall conform to and comply with:
 - (A) all applicable Governmental Requirements;
 - (B) all requirements imposed by Declarant in connection with any Approval granted pursuant to Article IV, if applicable; and
 - (C) all other applicable requirements of this Declaration.
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- (ii) all such work shall be completed with due diligence, and at the sole cost and expense of the Owner performing the same.

(c) Clearing of Premises. Whenever an election is made, pursuant to this Section 9.1, not to restore, repair or rebuild Improvements located on a Parcel that have been damaged or destroyed, the Owner of such Parcel, at its sole cost and expense, shall promptly (and in any event within ninety (90) days of the event of damage or destruction) raze such Improvements or such part thereof as has or have been damaged or destroyed (in a safe and orderly manner that does not adversely affect the other Parcels), clear the premises of all debris, and all areas not restored to their original use, at the expense of the Owner of the subject Parcel, shall be leveled and cleared, with the soil appropriately stabilized and either re-seeded or landscaped in a manner similar to any unimproved open space located within any portion of the Project. At any time after any such razing, the Owner of the subject Parcel may subsequently rebuild in accordance with the provisions of this Section 9.1.

Section 9.2 Condemnation. In the event any portion of any of the Parcels shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Owner of such Development Parcel or the Improvements taken, and, subject to the remainder of this Section 9.2, the other Owners hereby waive and release any right to recover any value attributable to the Project interest so taken; provided, however, (i) if the taking includes Improvements belonging to or benefiting more than one Owner (such as Utilities Systems), the portion of the award allocable thereto shall be used to relocate, replace or restore such commonly owned Improvements to a useful condition; (ii) if the taking includes easements rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof; and (iii) if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner of the Parcel taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking.

ARTICLE X. ENFORCEMENT

Section 10.1 Responsibility of Development Parcel Owner. Each Development Parcel Owner shall be responsible for compliance with the terms, provisions, and conditions of the Governing Instruments by its Permittees.

Section 10.2 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of the Governing Instruments by the non-performing Development Parcel Owner ("Defaulting Owner"): (i) the failure to make any payment required to be made hereunder or to remove any lien required to be removed hereunder within ten (10) days after written notice of default; and (ii) the failure to observe or perform any of the covenants, conditions, or obligations of the Governing Instruments, other than as described in (i) above, within twenty (20) days after the issuance of a written notice by another Owner ("Non-Defaulting Owner") specifying the nature of the default claimed; provided, however, with respect to those failures which cannot with due diligence be cured within said twenty (20) day period, such Development Parcel Owner shall not be deemed to be in default hereunder if such Development Parcel Owner commences to cure such default within such twenty (20) day period and thereafter diligently pursues such cure to completion within sixty (60) days thereafter.

Section 10.3 Notice of Default. Upon written request of a Non-Defaulting Owner, Declarant shall send written notice of default to the Defaulting Owner. With respect to any default under Section 10.2(ii) above, Declarant or any Non-Defaulting Owner (to the extent that Declarant has not previously exercised the following cure rights) shall have the right following the expiration of any applicable cure period (if any), but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, in the event such default shall constitute an Emergency, Declarant or Non-Defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under

the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, Declarant or the Non-Defaulting Owner shall have the right to enter upon the Development Parcel of the Defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Development Parcel Owner shall be responsible for the default of its Occupants. In the event Declarant or any non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse Declarant or the Non-Defaulting Owners, as applicable, for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 10.8, within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Owner does not reimburse the Non-Defaulting Owner as set forth above, Declarant and the Non-Defaulting Owner shall have all rights at law and in equity. The rights to cure the default of any other Development Parcel Owner shall not be deemed to: (i) impose any obligation on Declarant or a Non-Defaulting Owner to do so; (ii) render Declarant or the Non-Defaulting Owner liable to the Defaulting Owner of any third Owner for an election not to do so; (iii) relieve the Defaulting Owner from any performance obligation hereunder; or (iv) relieve the Defaulting Owner from any indemnity obligation as provided in this Declaration.

Section 10.4 Remedies Cumulative. Each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in the Governing Instruments, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by a Defaulting Owner or Person of any of the terms, covenants or conditions of the Governing Instruments, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. The remedies provided in this Declaration shall be in addition to and not in substitution for any rights and remedies now or hereafter existing at law or in equity. The remedies provided in this Declaration or otherwise available shall be cumulative and may be exercised concurrently.

Section 10.5 Failure to Enforce Not a Waiver. The failure of Declarant or any other Owner to enforce any provisions, covenants, conditions, restrictions, and/or obligations herein contained shall in no event be deemed to be a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, restriction, and/or obligation, whether occurring prior or subsequent thereto. No suit shall lie against Declarant, Declarant or any Owner for any failure, refusal, or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

Section 10.6 Inspection. Subsequent to reasonable written notice to the applicable Development Parcel Owner and/or Occupant, Declarant and its authorized representatives may, in the company of a representative of such Development Parcel Owner and/or Occupant, to the extent reasonably practicable, from time to time at any reasonable business hour or hours, enter and inspect any Building or Development Parcel to ascertain compliance with the Governing Instruments and any other documents promulgated pursuant hereto.

Section 10.7 Attorney's Fees; Charges. Every Defaulting Owner shall be obligated to pay the reasonable attorneys' fees and related costs and expenses, including court costs, actually incurred by the Non-Defaulting Owner in connection with the bringing of an action against such Defaulting Owner for the enforcement of the provisions of the Governing Instruments, to the extent the Non-Defaulting Owner is a prevailing party in such action. All sums expended by the Non-Defaulting Owner in enforcing the Governing Instruments, including, without limitation, sums expended pursuant to Section 10.4, shall be immediately due and payable by the Defaulting Owner and shall be deemed charges against each Defaulting Owner and such Defaulting Owner's Development Parcel(s). By purchasing or leasing property subject to this Declaration, each Occupant binds itself, its successors and assigns, to pay to any Non-Defaulting Owner the reasonable and actual cost to cure any violation hereunder.

Section 10.8 Interest. Any time a Development Parcel Owner fails to pay any sum payable hereunder within five (5) days of the due date, such Defaulting Owner shall pay interest on such amount, from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of: (i) the highest rate permitted by law to be either paid on such type of obligation by the Owner obligated to make such payment or charged by the Owner to whom such payment is due, whichever is less; or (ii) the prime rate, plus three percent (3%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, (iii) if more than one such rate is published therein, the prime rate shall be highest such date, and (iv) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index selected by Declarant of short term loan interest rates charged by United States banks to corporate borrowers.

Section 10.9 Certain Limitations on Remedies. None of the Persons comprising an Owner (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against an Owner. Each Owner agrees to look solely to the interest in the Development Parcel of a Defaulting Owner for recovery of damages for any breach of the Governing Instruments; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of Declarant:

(a) to recover from another Development Parcel Owner all damages and costs arising out of or in connection with or on account of, a breach by such Development Parcel Owner of its obligations under the Governing Instruments; or

(b) to pursue equitable relief in connection with any term, covenant or condition of the Governing Instruments, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including Interest thereon, relating to such enforcement action.

ARTICLE XI. DECLARANT RIGHTS

Section 11.1 Right to Transfer or Assign Declarant Rights and Obligations. Any or all of the rights, powers and reservations of Declarant under this Declaration may be transferred or assigned in whole or in part to other Persons; provided, however, upon acceptance of such assignment by any Person, such assignee shall, to the extent of such assignment, assume Declarant's duties under this Declaration and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant under this Declaration. Furthermore, upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations, and duties under this Declaration arising from and after the date of such assignment. Notwithstanding anything to the contrary stated in this Declaration, the mere conveyance or transfer or ownership of or other interest in land within the Project by Declarant to an Person or Owner, whether by deed to other instrument of conveyance, shall not in any way convey any rights, power or reservation of Declarant hereunder. No such transfer or assignment of Declarant rights shall be effective unless it is evidenced by a written instrument signed by Declarant and the Person to whom such assignment is made and filed in the Official Records.

Section 11.2 Declarant Control Period. Notwithstanding anything to the contrary stated in this Declaration, during the Declarant Control Period, Declarant reserves an easement across the Development Parcels for Declarant and Persons authorized by Declarant to maintain and carry on, upon such portion of the Project as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction, and marketing and sales activities related to the Project and the Additional Property, including, but without limitation, the following:

(c) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, across or on the Development Parcels (the portion of which that is not improved with any Improvements);

(d) the right to tie into any portion of the Development Parcels with driveways, parking areas and walkways;

(e) the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Development Parcels;

(f) the right to grant easements over, under, in or on the Development Parcels (the portion of which that is not improved with any Improvements), for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Project;

(g) the right to carry on marketing and sales, special events and promotional activities on the Development Parcels;

(h) the right to erect and maintain Signage and marketing materials on the Development Parcels;

(i) the right to construct and operate business offices, construction trailers, and marketing and sales offices on the Development Parcels for the use of Declarant and Persons authorized by Declarant; and

(j) the right to conduct any other activities on the Development Parcels that Declarant may deem necessary in connection with the development of the Project and construction of Improvements on the Project.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section 11.2 shall not be amended without Declarant's express written consent.

ARTICLE XII. AMENDMENT

Section 12.1 During the Declarant Control Period. Until the termination of the Declarant Control Period, this Declaration may be amended only by Declarant (who may unilaterally amend this Declaration for any purpose). Notwithstanding the foregoing, any such amendment shall not: (a) adversely affect the title to any Owner's Development Parcel absent the written consent of the Owner thereof; (b) alter the uses of the Development Parcels absent the written consent of the Owners thereof; or (c) alter any license, easement or other contractual rights contained in this Declaration without the written consent of the Person holding such license, easement or other contractual rights. Moreover, any such amendment that affects the City or a City Parcel shall require the consent of the City, which consent the City may grant or withhold in its sole discretion.

Section 12.2 After the Declarant Control Period. After the termination of the Declarant Control Period, this Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of two-thirds (2/3) of the Owners. Notwithstanding the foregoing, any such amendment shall not: (i) adversely affect the title to any Owner's Development Parcel absent the written consent of the Owner thereof; (ii) alter the uses of the Development Parcels absent the written consent of the Owners thereof; or (iii) alter any license, easement or other contractual rights contained in this Declaration without the written consent of the Person holding such license, easement or other contractual rights. Moreover, any such amendment that affects the City or a City Parcel shall require the consent of the City, which consent the City may grant or withhold in its sole discretion.

Section 12.3 Effectiveness of an Amendment. Any amendment shall become effective upon the recording in the Official Records of the instrument evidencing such change unless a later effective date is specified therein. If an Owner consents to an amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any procedural challenge to an amendment must be made within six (6) months of the recording of the amendment or such amendment shall be presumed to have been validly adopted. No action to challenge any such amendment may be brought after such time. Every Owner, by taking record title to any of the Parcels, and each holder of a Mortgage upon any portion of any of the Development Parcels, by acceptance of such Mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Declaration.

Section 12.4 Consent of Occupants and Permittees Not Required. Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of Occupants and their respective Permittees of all or part of the Project or other non-property owners, nothing contained in this Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Declaration, unless expressly provided in this Declaration.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 Dispute Resolution. Disputes shall be addressed in the following manner:

(a) General. If any dispute or disagreement arises in connection with any interpretation of this Declaration, its performance or nonperformance, or any figures, calculations or charges charged, the disputing parties will make every effort to meet and settle the matter in good faith informally. If, after a period of ten (10) days, the disputing parties are unable to agree to a settlement of the disagreement, then, before initiating litigation or other legal proceedings regarding the same (except in the event of an Emergency that would require immediate resolution), either disputing party may, during the succeeding thirty (30) day period, request in writing that the matter be submitted to arbitration in accordance with this Section 13.1. Arbitration will be conducted following the rules of the American Arbitration Association modified as provided in this Section 13.1. The disputing parties agree to submit the matter to one (1) arbitrator ("Arbitrator") agreed upon by the parties, or selected by the American Arbitration Association if the disputing parties are unable to agree upon such Arbitrator. Any Arbitrator selected by the Owner or the American Arbitration Association shall be a reputable, disinterested individual having no affiliation with any of the parties and having not less than five (5) years' experience in commercial real estate development in the metropolitan Atlanta, Georgia area and willing to act as an Arbitrator of the claim, dispute or controversy in question.

(b) Location of Arbitration. Arbitration shall occur in Alpharetta, Georgia. The disputing parties agree to share in the expense of the costs and expenses of such arbitration, including, without limitation, any administrative filing fees. The presentations of the parties hereto in the arbitration proceeding shall be commenced and completed within thirty (30) days after the selection of the Arbitrator pursuant to Section 13.1(a) above.

(c) Decision of the Arbitrator. The Arbitrator shall render his or her decision in writing within fifteen (15) days after the completion of such presentations. The Arbitrator may award specific performance of this Declaration and/or may also require remedial measures as part of any award. The Arbitrator shall have the authority to apportion the costs and expenses, including attorney's fees, of the arbitration. The award shall be final and judgment may be entered in any court having jurisdiction thereof.

(d) Obligation to Perform. Each party is required to continue to perform its obligations under this Declaration pending final resolution of any dispute arising under this Agreement.

(e) Section Not Applicable to the City and the City Parcels. Notwithstanding anything to the contrary stated in this Declaration, the provisions of this Section 13.1 are not applicable to the City and the City Parcels.

Section 13.2 Estoppel Certificates. Declarant and each Owner, within ten (10) days after receipt of written request from any other Owner or Mortgagee, as the case may be ("Requesting Party"), shall execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate ("Estoppel Certificate") stating, to the extent applicable:

(a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(b) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Party and, if so, specifying the nature and extent thereof;

(c) whether there are any sums (other than those arising out of the normal course of operation of the Project within the previous forty-five (45) days) which the Person executing such Estoppel Certificate owes as a charge or is entitled to receive or demand from the Requesting Party, and if there is any such sum, specifying the nature and amount thereof;

(d) the nature and extent of any set-offs, claims, counterclaims or defenses then being asserted or capable of being asserted after giving notice, if any, required hereunder or otherwise known by the Person executing the Estoppel Certificate against the enforcement of the Requesting Party's obligations hereunder;

(e) the total amount of all sums owed as charges hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder by the Person executing the Estoppel Certificate under the provisions of this Declaration, describing the applicable provisions and the details of any such lien claim;

(f) the current address or address to which notices given to the Person executing such Estoppel Certificate are to be mailed; and

(g) such other facts or conclusions as may be reasonably requested.

Such Estoppel Certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrances or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the Estoppel Certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrances has acted in reasonable reliance upon such Estoppel Certificate without knowledge of facts to the contrary. The issuance of an Estoppel Certificate shall in no event be construed to waive any rights of the issuer to challenge acts committed by other Owners for which Approval by the issuer was required but not sought or obtained. The issuance of an Estoppel Certificate shall in no event subject the party executing such Estoppel Certificate to any liability for the negligent or inadvertent failure of such Owner to disclose correct and/or relevant information.

Section 13.3 Governing Law. This Declaration concerns real property located in the State of Georgia and shall be governed by and interpreted in accordance with the laws of the State of Georgia. The venue for any action or suit brought against any Person relating to this Declaration or the enforcement of any provisions hereof shall be Fulton County, Georgia.

Section 13.4 Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Declaration, or any portion thereof, shall not affect the remaining portions of this

Declaration, or any part hereof, and this Declaration shall be modified to substitute in lieu of the invalid provision, a similar and valid provision which reflects the intent of Declarant and the City with respect to the covenant, agreement, condition or provision which has been deemed or determined to be invalid.

Section 13.5 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (ii) affect, impair, defeat, or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Development Parcels. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

Section 13.6 No Waiver. No consent or waiver, express or implied, by any Person to or of any breach or default by any other Person in the performance by such other Person of the obligations thereof under this Declaration, shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Person of the same or any other obligations of such other Person under this Declaration. Failure on the part of any Person to complain of any act or failure to act of any other Person or to declare such other Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Person of the rights thereof under this Declaration. The failure by one Person to pay any amounts due hereunder or perform any obligations hereunder shall not relieve any other Person from paying required charges or otherwise performing under this Declaration.

Section 13.7 Conflicts. All Governmental Requirements shall be observed. In the event of any conflict between this Declaration and any such Governmental Requirements, the provisions which require more restrictive standards shall apply. In the event of any inconsistencies among the terms and provisions of this Declaration and the terms and provisions of any Supplementary Declaration, the provisions of this Declaration shall control if and to the extent that this Declaration imposes more restrictive or additional requirements or limitations over those contained in the applicable Supplementary Declaration. In the event that the provisions of the applicable Supplementary Declaration are more restrictive, the provisions of the applicable Supplementary Declaration shall control. In the absence of a direct inconsistency among the terms and provisions of this Declaration and the applicable Supplementary Declaration, the provisions of both documents shall apply; provided, however, to the extent that the terms and provisions of any Supplementary Declaration confer upon or grant to an Owner and/or Occupant a right or privilege not otherwise prohibited under this Declaration, nothing contained in this Section 13.7 shall be deemed to affect, void, and/or nullify such provision(s) contained in such Supplementary Declaration.

Section 13.8 Unavoidable Delays. Whenever performance is required by any Person, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, if completion of performance shall be delayed at any time by fire or other casualty, materially adverse weather conditions (but only to the extent such weather conditions affect work on the site and exceed adverse weather which can reasonably be expected based upon historical weather data for the vicinity in which the Project is located), national Emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, inability to obtain labor or materials, war or national defense preemptions, acts of God, delays in obtaining applicable Approvals pursuant to any Governmental Requirement (so, long as such Approvals are being diligently pursued), energy shortages or similar causes beyond the reasonable control of such Person (other than inability to make payment of money) ("Unavoidable Delays"), the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Person unable to perform ("Delayed Party") shall notify the Declarant, the City and the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Delayed Party shall, from time to time, upon written request of the Declarant, the City or the other Owners, keep such Persons fully informed, in writing, of all further developments concerning any such Unavoidable Delay. The provisions of this Section 13.8 shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

Section 13.9 No Reverter. No covenant or restriction set forth in this Declaration is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating a possibility of reverter.

Section 13.10 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.

Section 13.11 Titles. Titles of Articles, Sections and Subsections of this Declaration are for convenience only, and neither limit nor amplify the provisions of this Declaration, and all references in this Declaration to Articles, Sections or Subsections shall refer to the corresponding Article, Section or Subsection of this Declaration unless specific reference is made to the articles, sections or subdivisions of another document or instrument.

Section 13.12 Grants and Agreements. The grants, reservations, creation and, establishment of the easements, rights and privileges in this Declaration are independent of any contractual agreements or undertakings hereunder and a breach by any Person, Owner or any Occupant of any such contractual agreements or undertakings shall not cause or result in a forfeiture, termination or reversion of the easements, rights and privileges created by this Declaration.

Section 13.13 Interpretations. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the purpose set forth in Article II. No provision of this Declaration shall be construed against or interpreted to the disadvantage of any Person, including, without limitation, Declarant and the City, by any court or other Governmental Authority by reason of such Person's having or being deemed to have structured or dictated such provision.

Section 13.14 Duration. The provisions of this Declaration shall be effective as of the Effective Date and shall run with and bind title to the Project and shall be binding upon and inure to the benefit of Declarant, the City and all Owners, Occupants, and Mortgagees, and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually, to the extent permitted by Georgia law. In the event that Georgia law limits the period during which covenants restricting lands to certain uses may run to twenty (20) years, any provisions of this Declaration affected thereby shall run with and bind the Project for a period of twenty (20) years from the Effective Date, after which such provisions shall be automatically extended, if permitted by Georgia law, for successive periods of twenty (20) years, unless a written instrument is filed in the Official Records, which notice certifies that four-fifths of the Owners have voted to terminate such provisions in whole or in part. Such written instrument shall also require the express written Approval of Declarant (if the Declarant then owns any Parcel) and the City. Notwithstanding the foregoing, (i) except for provisions contained in this Declaration, the terms of which may be limited under Georgia law (to the extent such provisions are deemed to constitute covenants restricting the use of land pursuant to O.C.G.A. §44-5-60, *et seq.*), all other terms and provisions of this Declaration, including, without limitation, the easements referred in this Declaration, shall be perpetual and continue beyond the terms of this Declaration and remain in full force and effect, and (ii) notwithstanding the generality of the foregoing, such other matters identified in this Declaration as being perpetual, running with the land, or surviving termination of this Declaration shall continue in full force and effect as provided in this Declaration.

Section 13.15 Rules Against Perpetuities. It is the understanding, intent and desire of Declarant that the provisions of this Declaration are not and shall not be subject to the Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting of property interests, and Declarant hereby covenants not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving this Declaration. In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then such vesting shall occur only within the period of time permitted for such vesting by the Rule Against Perpetuities or such other rule of law; which period of time

Declarant agrees, shall be measured as that period commencing on the date of this Declaration and terminating on the date which is twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) George W. Bush, President of the United States; and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, Declarant hereby states its further intent and desire to amend or supplement this Declaration, if and to the extent permitted by law, at some future time to cause such future property rights to be valid, enforceable and exercisable throughout the terms of this Declaration.

Section 13.16 Mortgagee Rights. Any Mortgagee shall have the right to enforce or perform any rights or obligations of any Occupant hereunder to the same extent as the Occupant of the portion of the applicable Development Parcel encumbered by such Mortgagee's Mortgage may do so hereunder. The breach of any covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the provisions, restrictions and conditions contained herein shall be binding upon and effective against any Occupant of any portion of any of the Development Parcels that acquires title by Foreclosure, trustee's sale, or by deed in lieu of Foreclosure.

Section 13.17 Exhibits. All exhibits referred to herein and attached to this Declaration are deemed incorporated herein by reference with the same force and effect as if each exhibit were set forth in the body of this Declaration in its entirety.

Section 13.18 Binding Effect. The terms of this Declaration and all easements created hereunder shall constitute covenants running with the land and shall bind the Project and the Parcels described herein and shall be binding upon and shall inure to the benefit of each of the parties hereto, each Occupant of any of the Development Parcels, and their respective successors, assigns, heirs, administrators, executors, and legal representatives.

Section 13.19 Effective Date of Declaration. The effective date of this Declaration shall be the date of its filing for record in the Official Records.

Section 13.20 No Rights for Third Persons. This Declaration shall be recorded for the benefit of the City, the Owners, and their respective Mortgagees, as herein provided and, by such recording, no adjoining property owner or other Person shall have any right, title or interest whatsoever in any of the Parcels, this Declaration, the operation or continuation of this Declaration or the enforcement of any of the provisions hereof, and this Declaration may be amended, modified or otherwise changed in accordance with its terms without the consent, permission or Approval of any adjoining owner or third Person.

Section 13.21 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate Owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument executed by the Owner to be charged.

Section 13.22 Limitation of Liability. Notwithstanding anything to the contrary stated in this Declaration, any liability for any Owner under this Declaration shall be limited solely to its interest in its respective Parcel (or the applicable portion thereof) and in any action or proceeding related to the acts, duties or obligations of any Owner hereunder, any judgment or decree against such Owner shall not be subject to execution or not be a lien on any assets of such Owner other than its interest in its Parcel (or the applicable portion thereof). Upon the assumption of the duties and obligations of an Owner by any assignees of such Owner hereunder, the preceding sentence shall be of no further force and effect, and the assigning Owner will have no further liability hereunder whatsoever. Neither Declarant nor any Owner shall be liability for a breach of this Declaration by another Owner based upon the prior collective ownership of such Development Parcels.

Section 13.23 Notices. All notices, elections, demands or requests (collectively, the "notice") permitted or required to be made under this Declaration shall be made in writing, signed by the party giving such notice, election, demand, or request and shall be deemed to have been properly given, as of the date of such notice is (i) delivered to the Owner intended; (ii) delivered to the then designated address of the Owner intended; (iii) rejected at the then designated address of the Owner intended, provided such notice was sent prepaid; or (iv) sent by a nationally recognized overnight courier with delivery instructions for "next business day" service and addressed to the then designated address of the Owner intended. Initially, notices to Declarant and the City shall be addressed to:

NOTICES TO DECLARANT:

MidCity Real Estate Partners
5605 Glenridge Drive, NE
Suite 605
Atlanta, Georgia 30342
Attention: Kirk S. Demetrops
Telephone: 678-990-6252
Email: kdemetrops@midcitypartners.com

AND

South City Partners, LLC
3715 Northside Parkway
Suite 1-310
Atlanta, Georgia 30327
Attention: John Long
Telephone: 404-287-0063
Email: jlong@southcitypartners.com

AND

Morris & Fellows, Inc.
4940 Long Island Drive NW
Sandy Springs, Georgia 30327
Attention: Terry E. Morris
Telephone: 404-625-1402
Email: terry.morris@morrisandfellows.com

NOTICES TO THE CITY:

The City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Robert J. Regus, City Administrator
Telephone: 678-297-6000
Email: bregus@alpharetta.ga.us

With a copy to:
C. Sam Thomas, P.C.
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338
Attn: C. Sam Thomas, Esq.
Telephone: 770-391-9100
Email: cst@boviskyle.com

In addition, any Owner of any of the Development Parcels from time to time may, upon delivery of a written notice to Declarant and the other Owners, register its ownership interest in the Project, thereby requesting all notices thereafter due under this Declaration. Each Owner of any of the Development Parcels shall have the right, from time to time, to change the address to which notices, elections, or demands are sent by giving to all other applicable parties at least ten (10) days prior notice of the changed address.

Section 13.24 Security. DECLARANT MAY, BUT SHALL NOT BE OBLIGATED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE PROJECT. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF EACH OWNER AND ITS PERMITTEES TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER AND ITS PERMITTEES. EACH OWNER, FOR ITSELF AND ITS TENANTS, GUESTS, LICENSEES, INVITEES, AND OTHER PERMITTEES, ACKNOWLEDGES AND AGREES THAT DECLARANT AND ITS OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, EMPLOYEES, AGENTS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES SHALL NEITHER BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT, NOR SHALL ANY OF THE FOREGOING PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. FURTHERMORE, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS OCCUPANTS THAT DECLARANT AND ITS OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, EMPLOYEES, AGENTS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES ARE NOT INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT AND THAT EACH PERSON USING THE PROJECT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO IMPROVEMENTS, AND TO THE CONTENTS THEREOF RESULTING FROM ACTS OF THIRD PARTIES.

Section 13.25 Time of Essence. Time is of the essence with respect to this Declaration and every provision hereof.

Section 13.26 Title Disclosures. Each Occupant acknowledges that, in addition to being subject to and bound by the Governing Instruments, the Project is subject to those instruments recorded now or in the future in the Official Records, including, but not limited to, the following instruments:

- (a) Drain and Trail Easement Agreement;
- (b) Parking Agreement; and
- (c) Parking Deck Expansion Easement Agreement.

In the event of conflict between the provisions of the above-listed instruments and this Declaration, the above-listed instruments, as applicable, shall control.

Section 13.27 Role of the City. The City enters into this Declaration solely as the Owner of the City Parcels and not as a governing authority. Accordingly, this Declaration shall neither constitute nor be deemed to be a governmental approval for any actions or interests contemplated herein, including without limitation, for the construction or occupancy of the Project. Whenever in this Declaration the City is required to join in, consent, Approve, or otherwise act under this Declaration, such obligations and decisions apply to the City acting in its capacity as the owner of the City Parcels and not in its capacity as a governing authority. Any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by the City pursuant to this Declaration, whether or not specifically contemplated hereunder, may be taken by any City official or body, or by any City employees, agents, contractors or consultants designated by the City, pursuant to any means, mechanism or process as determined by the City in its sole discretion, and Declarant shall have no right to question or challenge the propriety, authority or legality of any such official, body, designee or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by

the City. Nothing in this Declaration shall be construed to waive any of the City's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Project, including, but not limited to its police power, right to grant or deny permits, approvals or licenses, right to collect taxes or other fees, or any other power, right or obligation whatsoever. No director, elected official, council member, officer, employee or agent of the City will be personally responsible for any liability of the City of Alpharetta arising under or related to this Declaration.

Section 13.28 No Indemnification or Obligation to Pay Attorneys' Fees by City. Notwithstanding any other term or provision of this Declaration to the contrary, the City shall have no express or implied obligation to indemnify, defend or hold harmless Declarant, any Owner, any Occupant, or any third party or parties from any liability whatsoever. Further notwithstanding any other term or provision of this Declaration to the contrary, the City shall be exempt from any obligation hereunder to pay attorneys' fees in connection with any dispute or enforcement action pursuant to this Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and delivered the date first above written.

DECLARANT:

MMS ALPHARETTA, LLC
a Georgia limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

CONSENT AND JOINDER
OF THE CITY OF ALPHARETTA

THE UNDERSIGNED, being the fee simple title owner of record of the real property described on Exhibit "**B**" to this Declaration as the "City Parcels," hereby: (i) acknowledges and consents to the terms and provisions of the foregoing Declaration, including the easements and restrictions granted therein; (ii) consents to and joins in the submission of the City Parcels by MMS Alpharetta, LLC, as "Declarant," to the foregoing Declaration; and (iii) consents to MMS Alpharetta, LLC, serving as "Declarant," as such term is defined in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed on this _____ day of _____, 201__.

Signed, sealed and delivered
in the presence of:

CITY OF ALPHARETTA
a political subdivision of the State of Georgia

Witness

By : _____
Name: _____
Title: _____

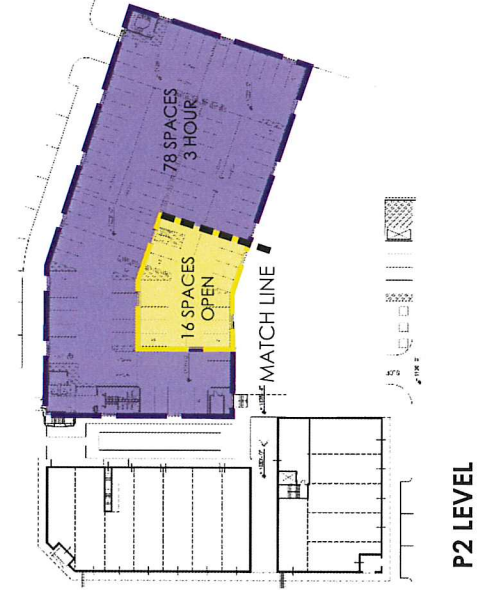
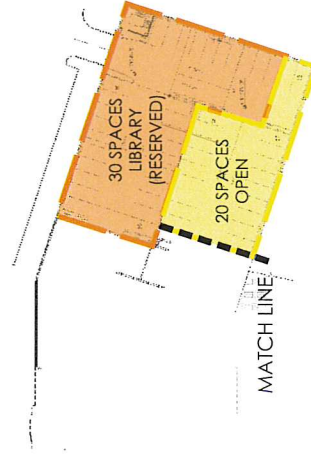
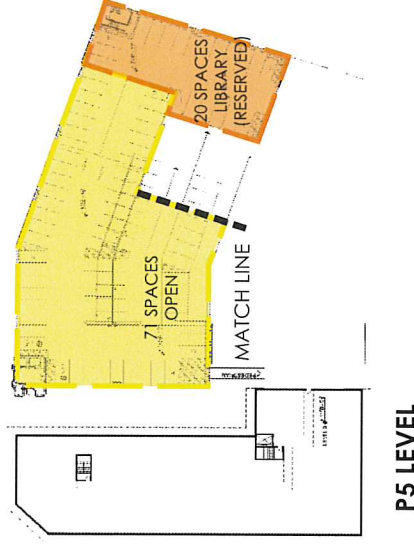
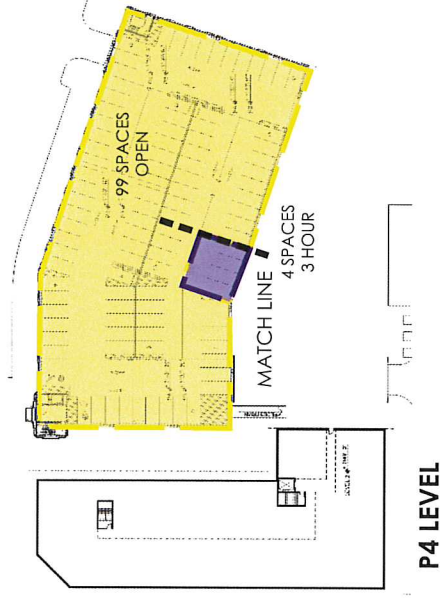
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

SCHEDULE OF EXHIBITS

- Exhibit “A” – Description of Development Parcels**
 - Exhibit “B” – Description of City Parcels**
 - Exhibit “C” – Description of the City Parking Deck Parcel**
 - Exhibit “D” – Description of Development Parcel 1**
 - Exhibit “E” – Description of Development Parcel 2A**
 - Exhibit “F” – Description of Development Parcel 2B**
 - Exhibit “G” – Description of Development Parcel 3**
 - Exhibit “H” – Description of Development Parcel 4**
 - Exhibit “I” – Description of Development Parcel 5**
 - Exhibit “J” – Description of Development Parcel 6**
 - Exhibit “K” – Description of Development Parcel 13**
 - Exhibit “L” – Description of Project**
 - Exhibit “M” – Rules and Regulations**
 - Exhibit “N” – Site Plan**
 - Exhibit “O” – Description of Town Green Parcel**
 - Exhibit “P” – City Parking Deck Site Plan**
-



CITY DECK	
UNDESIGNATED	206 SPACES
3 HOUR	185 SPACES
LIBRARY	50 SPACES
TOTAL	441 SPACES

SURFACE PARKING	
CITY STREETS	124 SPACES

ALPHARETTA CITY CENTER (CITY DECK)

10/27/16



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By: James Drinkard

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: DOWNTOWN SCULPTURE PROJECT: RECOMMENDATION TO COMMISSION SCULPTURES

II. RECOMMENDATION:

Approval of a motion authorizing the expenditure of an amount not to exceed \$137,900 to execute the 2016 Downtown Sculpture Project; to enter into agreements with Gregory Johnson (\$22,500.00), Yaoundé Odeleye (\$20,000.00), Sirlin Arts (\$30,400.00), Dillon Forge (\$32,000.00), and Outdoor Art (\$20,000.00) to create, produce, and install the specified original sculptures; and to authorize the Mayor to execute all necessary agreements.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST:

\$ 124,900.00	SCULPTURES
\$ 12,490.00	CONTINGENCY

\$ 137,390.00 TOTAL

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30113230-544200 (Project C1600)	\$150,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

As part of the FY2016 Capital Budget, City Council designated \$75,000.00 for the purpose of purchasing and installing works of original sculpture art within Downtown Alpharetta. A second allocation of \$75,000.00 was added in FY2017 to bring the total capital budget for the Downtown Sculpture Project to \$150,000.00.

In April of this year the City of Alpharetta issued RFQ-16-1008 for the 2016 Downtown Sculpture Project: Instruments of Inspiration. The RFQ sought to create an open competition for artists or artist teams to create original sculptures of musical instruments or an artist's interpretation of a musical instrument for installation at several outdoor locations within Downtown Alpharetta. The goal of this project is to communicate and encourage the spirit of the emerging music scene that is energizing the community's downtown core while creating opportunities for citizens and visitors to physically interact with original works of visual art in a meaningful and fun way. The effort will make art and music accessible for the community to enjoy.

The City received numerous responses from interested artists representing 23 unique sculptures. These proposals were reviewed by a panel comprised of:

Kathi Cook	City Staff	Director Of Community Development
Cheri Morris	Downtown Business Community Principal, Morris and Fellows	

Dianna Smeal	Citizen	Arts Alpharetta
Toby		
Smallwood	City Staff	Arts Coordinator
Tracy Ward	Town Architect	

Committee members evaluated each art work based upon its creativity, quality, elements of design / purpose, encouragement of public interaction, and response to site / context. Sculptures were also considered within the context of one another to achieve a well-curated collection. Based upon these criteria the committee has selected a total of five sculptures for recommendation to City Council.

The recommended sculptures and their recommended locations are generally described in the attachments associated with this agenda item. It is noted, however, that the pieces selected range from the traditional to the modern and cover a broad range of musical forms.

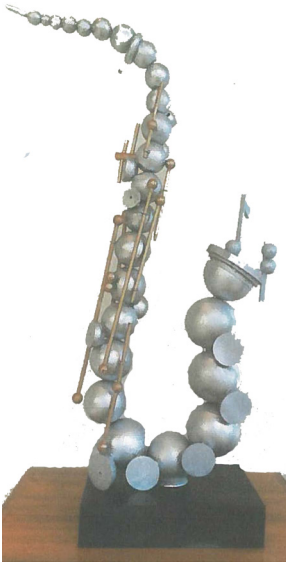
V. ALTERNATIVES:

VI. ATTACHMENTS:

Overview Of Recommended Sculptures, Map - Recommended Sculpture Locations, RFQ 16-1008

2016 DOWNTOWN SCULPTURE PROJECT: INSTRUMENTS OF INSPIRATION

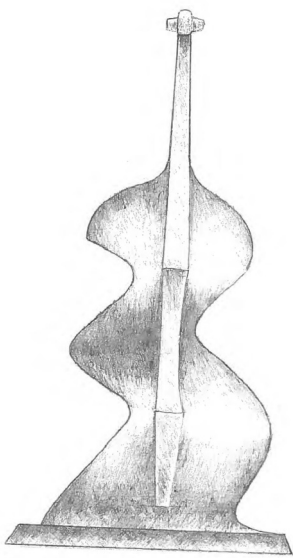
OVERVIEW OF RECOMMENDED SCULPTURES



MIRROR FINISHED SAXOPHONE

Made of interlinking, mirror finished, stainless steel balls with powder coated gold accents. The saxophone also features "floating" musical notes constructed of mirror finished stainless steel. The sculpture is approximately 10-feet in height, 5^{1/2}-feet in width, and 2-feet in depth.

Price: \$ 22,500.00



SWINGING BASS FIDDLE

Consists of curvilinear surface forms that appear to gracefully move back and forth in space, creating the visual sensation of movement. The sculpture is made of stainless steel and stands 8-feet high, 2-feet, 6-inches wide, and 6-inches deep. It will stand on a 5-inch concrete base.

Price: \$ 20,000.00

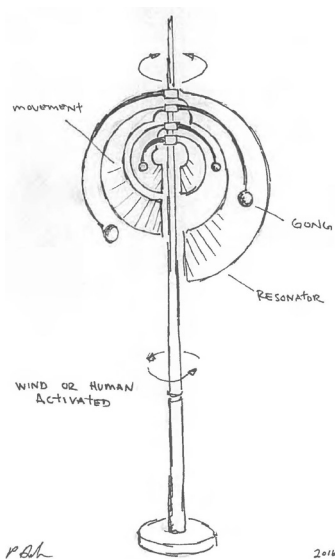


ALPHARETTA TOWN MUSICIANS

Based on a Brothers Grimm tale of four aging animals - all old and past their perceived use - who are to be killed. They can still make sounds, however, so they band together to go to a city known for freedom where they become known as the Town Musicians. The tale, which is often taught in elementary schools, has many positive messages: respect for the elderly, the idea that one can occupy a different place in the community later in life, and the charming idea that animals can make music from the sounds they produce.

The sculpture would be constructed of 3/16-inch hammered steel, made the same way a steel drum is made and therefore able to be played as a percussion instrument.

Price: \$ 30,400.00



IDIOPHONE

An idiophone is a musical instrument that vibrates to produce a sound when struck, shaken, or scraped. The artist's intent is to create a percussion sculpture that is whimsical and invites the viewer to create a variety of tones and rhythms by playing it.

The sculpture would be cast of a variety of a variety of metals (stainless steel, aluminum, and bronze) and would stand 12-feet in height and approximately 2-feet wide.

Price: \$ 32,000.00



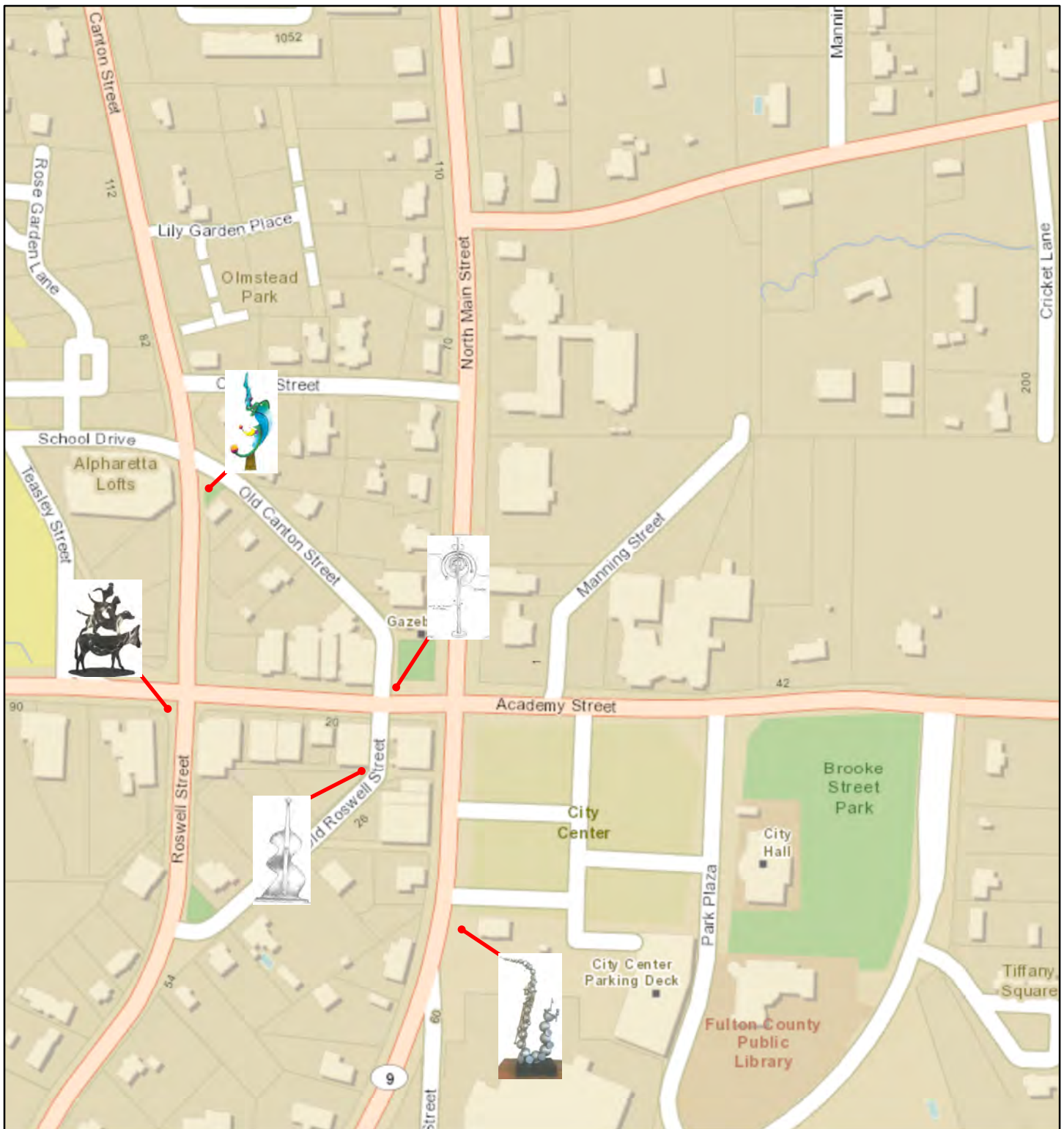
TWIST-N-SHOUT

The artist's idea centers around creating works that are evocative of multiple musical types and are based on a stylization of instruments and sound. Color and form are used to establish visual rhythm and movement.

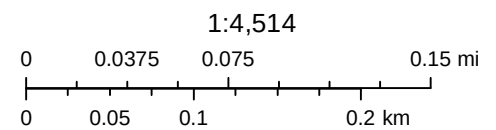
The sculpture is constructed of painted stainless steel, aluminum, and self-weathering steel and is mounted on a concrete foundation. It stands approximately 12-feet high and 6-feet wide.

Price: \$ 20,000.00

Recommended Sculpture Locations



November 22, 2016



THE CITY OF
ALPHARETTA
GEORGIA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFQ TITLE:	<u>DOWNTOWN SCULPTURE PROJECT: INSTRUMENTS OF INSPIRATION</u>
RFQ #:	<u>16-1008</u>
RFQ RESPONSE DUE DATE/TIME:	<u>MAY 26, 2016; 10:00 AM</u>
RFQ ISSUE DATE:	<u>APRIL 28, 2016</u>
NUMBER OF PAGES:	

CONTACT INFORMATION

Procurement Agent and RFQ Contact:	<u>Debra 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 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: _____

Firm/Contractor Mailing Address: _____

Firm/Contractor Phone Number(s): _____

Firm/Contractor FAX Number(s): _____

Email Address for Contractor's Contact: _____

Authorized Contractor Signature: _____

Printed Name of Signer: _____

Contractor Federal I.D. Number: _____

Contractor DUNS Number: _____

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date	April 28, 2016
Deadline for Receipt of Written Questions.....	May 9, 2016; 4:00 PM
Deadline for Posting of Written Answers to City Website	May 11, 2016; 4:00 PM
RFQ Response Due Date/Time	May 26, 2016; 10:00 AM
<i>Notification to Shortlisted Artists</i>	<i>Tentative Date June 10, 2016</i>
<i>Presentations by Shortlisted Artists: Maquette of Proposed Artworks</i>	<i>Tentative Date June 24, 2016</i>

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: RFQ INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	<u>Debora Westbrook</u>
Address:	City of Alpharetta Finance Department Budget & Procurement Team 2 Park Plaza Alpharetta, GA 30009
Telephone Number:	<u>678-297-6052</u>
Fax Number:	<u>678-297-6093</u>
E-mail Address:	<u>purchasing@alpharetta.ga.us</u>

1.1 Overview of the RFQ Process

The Request for Qualifications (RFQ) is a pre-qualification process. The objective of the RFQ is to identify one or more responsible Artists who meet the City's minimum standards of business competence, reputation, financial ability, and product/service quality based on the qualification requirements in this RFQ to provide the artwork and services outlined herein. This RFQ process will be conducted to gather and evaluate Statements of Qualifications (SOQ) from Artists. All Qualified Artists are invited to participate by submitting an SOQ, as further defined within this RFQ. SOQs received prior to the cut-off due date and time of this RFQ will be evaluated. The City's Selection Committee will select Qualified Artist(s) to then be included on a shortlist and invited by email to design, submit, and present in person a maquette of their proposed artwork. The intent of the RFQ (and any potential presentations) is to present an award recommendation to the City Council to contract with one or more Qualified Artists.

An RFQ usually does not result directly in a Contract Award. This RFQ is Step 1 of a two-step process, and is anticipated to be followed by presentations from shortlisted Artists of proposed artwork to our Selection Committee.

1.2 Required Review

1.2.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the RFQ and procurement process. Offerors are encouraged to review these terms for intent and meaning used throughout the RFQ and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.2.2 Review RFQ: Offerors should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this RFQ.

1.2.3 Addenda: The City may revise this RFQ by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the RFQ at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the RFQ documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their SOQ.
- Failure to submit SOQ in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.2.4 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this RFQ must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, May 9, 2016**.
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

1.2.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.2.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, May 11, 2016**.
- Any material changes to the RFQ, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their SOQ (see Section 1.2.3).
- Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City.

1.3 (section not used)

1.4 Submitting a Sealed Statement of Qualification (SOQ)

1.4.1 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.2 Standard Forms: Offerors *must* respond to this RFQ by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See *Appendix A* for further instructions.

1.4.3 Standard Contract: By submitting a response to this RFQ, Offerors agree to the terms provided in *Section 5 Terms and Conditions* of this RFQ. Contract execution will take place only upon contract award by the City Council.

1.4.4 Offeror's Signature:

- The first page of this RFQ and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the SOQ and must be submitted with the Response.
- The Offeror's signature on an SOQ in response to this RFQ represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an SOQ, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this RFQ; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the SOQ must be furnished upon request.

1.4.5 Organization of Statements of Qualification: Each SOQ must be organized in the order set forth in Section 3 of this RFQ. Paper Original and Copy sections shall have tabs separating each section.

1.4.6 Late Submissions, Withdrawals, and Corrections:

Late SOQ: Regardless of cause, late SOQs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

SOQ Withdrawal: An Offeror who has submitted an SOQ early and then requests to withdraw their SOQ prior to the RFQ due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an SOQ after the RFQ due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

SOQ Correction: If an error is discovered prior to the RFQ due date and time, the Offeror may submit a corrected SOQ. The corrected SOQ should be clearly marked that it replaces the SOQ originally submitted.

If an obvious clerical error is discovered after the RFQ due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of RFQ due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened SOQs for reasons other than obvious clerical errors are not permitted.

1.5 Cost of Preparing an SOQ

1.5.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ as requested by the City are

entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their SOQ.

1.5.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFQ process.

1.6 Accessing Procurement Opportunities and Vendor Registration

1.6.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this RFQ can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.6.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an SOQ without first entering vendor registration, but online registration is required of an awarded contractor.

1.7 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this RFQ. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this RFQ.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.0 Authority

This RFQ is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of SOQs and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed Statement of Qualifications, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the SOQs be considered open record until after council award. All information received in response to this RFQ, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of SOQs: Upon opening the sealed SOQs received in response to this RFQ, the Procurement Agent in charge of the solicitation will review the SOQs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the SOQ;
- SOQ does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each SOQ containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Selection Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.2 Classification and Evaluation of SOQs

2.2.1 Initial Classification of SOQs as Responsive or Nonresponsive: All SOQs will initially be classified as either “responsive” or “nonresponsive”.

1. SOQs may be found nonresponsive any time during the evaluation process if:
 - any of the required information is not provided; or
 - the SOQ is not within the plans and specifications described and required in the RFQ.
 - SOQs found nonresponsive will not be considered further.
2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of SOQs: The Selection Committee will evaluate the remaining SOQs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in subsequent design and presentation process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive SOQs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

2.2.3 Completeness of SOQs: Selection and award will be based on the Offeror's SOQ and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal SOQ or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.2.4 Opportunity for Interview: After receipt of all SOQs and prior to the determination of the award (or addition to Approved list for subsequent design and presentation process), the City may invite Offerors to an interview to clarify their RFQ response or to further define the SOQ. Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Interviews, if requested, shall be at the Offeror's expense.

2.2.5 Selection Committee Recommendation for Award or Shortlisted Offeror List: The Selection Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Selection Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring with the Selection Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent design and presentation of proposed artwork detailed herein. Contract award, if any, will be made through the design/ presentation of artwork process to the highest-ranking Artist(s) who provides all required documents and successfully completes the contract negotiation process.

An RFQ usually does not result directly in a Contract Award. This RFQ is Step 1 of a two-step process, and is anticipated to be followed by presentations from shortlisted Artists of proposed artwork to our Selection Committee.

2.3 City's Rights Reserved

While the City has every intention to continue on to an eventual contract award as a result of subsequent design and presentation of artwork, issuance of the RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this RFQ which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: STATEMENT OF QUALIFICATION (SOQ)

3.0 Organization of SOQ

Each SOQ must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each SOQ and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed SOQ package.

Sealed SOQ envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - RFQ #,
 - RFQ Title, and
 - RFQ Response (SOQ) Due Date/Time.
1. Cover Page – Offeror's authorized official to complete, sign, and return with SOQ response;
 - a. By submitting a response to this RFQ, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFQ, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Offeror's SOQ and subsequent proposal/bid are accepted, Offeror will contract with the City in full conformance with the Contract Documents. Offerors should include a listing of any exceptions to *Sections 1, 2, and 7* (including subsections).
 2. Section 3, Statement of Qualifications – include all requested documents, information, exceptions, clarifications, etc.
 3. Appendix A, Standard Forms – Complete each of the following as directed on each form, sign, and return with SOQ response:
 - a. Disclosure Form – complete, sign, and return with SOQ response;
 - b. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with SOQ;
 - c. W-9, Request for Taxpayer Identification Number and Certification;

4. Additional Appendices (ONLY if applicable) – include all requested documents and information
5. Addenda – if any addenda are formally issued by the City, Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with SOQ acknowledging receipt and adherence to any changes in the RFQ.

3.1 SOQ Copies Required; Deadline for Receipt:

1. Each SOQ must be received in sealed, opaque packaging.
2. SOQs must be at the location noted below prior to the RFQ Response Due Date/Time **10:00 AM (EDT)**, on **May 26, 2016**. Each RFQ response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

3. Faxed or e-mailed responses to the RFQ are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of SOQ copies to the address set forth on the Cover Page:
 - **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - **Five (5) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - **One (1) CD-ROM or Flash Drive copies.**
 - a. Mark all CD's or Flash Drives with Offeror's name and RFQ name and number.
 - b. All digital files must be in either:
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's SOQ may be considered incomplete.
 - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

3.2 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

3.3 City's Intent

The City of Alpharetta Art In Public Places Program seeks to involve local and other Georgia artists by commissioning them to work with our 2016 sculpture project, *Instruments of Inspiration*. The intent of the project is to capture the spirit of Downtown Alpharetta's emerging music scene through the creation of at least five (5) original sculptures of musical instruments or the artists' interpretations of musical instruments in a manner that encourages public interaction with the artwork. The sculptures will be installed on properties in various locations around Downtown Alpharetta, with each artwork being reflective of the specific environment and be thoroughly integrated into its proposed location. A Selection Committee will select and recommend to the Alpharetta City Council multiple artists for this project.

3.4 Project Overview

The Art In Public Places Program of the City of Alpharetta, Georgia is requesting statements of qualifications (SOQ) in an open competition for artists or artist teams to create original sculptures of musical instruments or an artist's interpretation of a musical instrument for installation at several outdoor locations within Downtown Alpharetta. It is envisioned that the sculptures would be 5 to 6 feet in length along their longest axis; however, this should not be interpreted as a minimum size.

The goal of this project is to communicate and encourage the spirit of the emerging music scene that is energizing the community's downtown core while creating opportunities for citizens and visitors to physically interact with original works of visual art in a meaningful and fun way. The effort will make art and music accessible for the community to enjoy.

The project desires diversity in artistic styles and concepts for the original works, with a preference for fun and exciting ideas that, at the same time, are reflective of Alpharetta's community values and local culture.

All designs must consider that the work will be situated in a public location and subject to the elements and potential vandalism. Further, the project is encouraging artworks that are designed to encourage hands-on interaction by the general public. As such, all artworks must be durable, easily maintained, and in full compliance with the guidelines of Alpharetta's Art In Public Places Program. (See Appendix D for City of Alpharetta's Art In Public Places Program Guidelines and Procedures.)

3.5 Downtown Sculpture Locations

The City has identified a total of seven (7) locations within Downtown Alpharetta that are being offered as sites for sculptures proposed under this project. These sites are noted on the map titled "Downtown Sculpture Locations" (see appendix C) that is included in this RFQ document. For reference, each site has been numbered; however, these numerical assignments are not indicative of any ranking or preferences among the locations.

The proposed locations are generally described as follows:

- Location 1: The northeast corner of the intersection of Roswell Street and Old Roswell Street. Owned by the City, this property features a small pocket park that includes a fountain and seating.
- Location 2: The southwest corner of Roswell Street and Milton Avenue. This location is part of the public right-of-way and is a common gathering point for pedestrians waiting to cross the street. The site offers high visibility due to its location at a pin corner in Downtown Alpharetta.
- Location 3: The southeast corner of Roswell Street and Old Canton Street. Owned by the City, this property features a small pocket park that includes a fountain and seating.
- Location 4: Old Roswell Street. This location is adjacent to the entrance to a central public parking area. The location receives a high volume of pedestrian traffic and visibility from the weekly Food Truck Alley event and is visible from the patios of three popular restaurants.
- Location 5: This location is within the new City Center Project Site that is currently under development and is owned by MidCity Real Estate Partners. The location will be nestled among a group of new restaurants and in the midst of an outdoor gathering and seating space designed to accommodate between 30 and 40 visitors at any given time.
- Location 6: While potentially one of the most visible sites, this location also offers some of the largest challenges in terms of thoroughly integrating an artwork into the site. The location incorporates the Town Green and a large interactive fountain that is a popular play spot for children.

Location 7: This location is within the new City Center Project Site that is currently under development and is owned by MidCity Real Estate Partners. The site is adjacent to a historic home that is being restored and converted for use as a restaurant. A key feature to this location is the presence of large oak trees under which there will be outdoor seating.

3.6 Project Budget

The City has reserved a total funding commitment of \$90,000.00 for the 2016 Downtown Sculpture Project: Instruments of Innovation. Additional private funding is being solicited, with the intent of bringing the total available funding for the project to \$150,000. This funding is intended to cover all costs associated with each artwork installation; including but not limited to commissioning of the sculptures, pedestals and installation, landscaping, lighting, materials, and shipping.

3.7 Qualification Requirements

In determining the capabilities of an Offeror to perform the services specified herein, the following informational requirements must be met by the Offeror. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this

Each SOQ shall provide the following information:

3.7.1 References: Offeror shall provide a minimum of **two (2)** references for each of the service types proposed in this RFQ. The references may include any government agency or similar entity where the Offeror, preferably within the last **three (3)** years, has successfully completed at least one commissioned artwork of similar type / medium to that being proposed.

To meet this requirement, artists currently enrolled in or recently graduated from a recognized fine arts college may, alternatively, provide a portfolio of works that are or have been previously on public display and at least two letters of recommendation from professors or instructors with firsthand knowledge of their works and abilities.

At a minimum, the Offeror shall provide

- the company name,
- the location where the services were provided,
- contact person(s),
- customer's telephone number,
- a complete description of the service type and dates the services were provided.

These references may be contacted to verify Offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request. Negative references may be grounds for SOQ disqualification.

3.7.2 Resumes/Company Profile and Experience:

Offeror shall specify how long the individual/company submitting the SOQ has been in the business of providing services similar to those requested in this RFQ.

Offeror shall provide:

- A brief business profile.
- Name, telephone number, and email address of the Offeror's designated contact.
- A brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.

3.7.3 Method of Providing Services: Offeror should provide a description of the work plan, timeline, and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

SECTION 4: EVALUATION CRITERIA

4.0 Evaluation Criteria

All SOQs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive SOQs will be given to Selection Committee for further review. (Refer to Section 2.2, Classification and Evaluation of SOQs.)

The Selection Committee will evaluate the remaining SOQs and determine a ranking based on the information provided in *Section 3* of this RFQ. SOQs will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any SOQ that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Selection Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the design and presentation process; invite Offerors to an interview to clarify their RFQ response or to further define the SOQ; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

Phase 1 Review: General criteria for the Art In Public Places Selection Committee to consider in selecting works of art for public projects or inclusion in the *Art In Public Places* collection include at a minimum:

1. **Quality:** artwork must demonstrate the highest aesthetic quality, originality and artistic excellence;
2. **Media:** all visual forms and media may be considered, subject to the selection jury or the Art In Public Places Selection Committee;
3. **Style:** artworks of all schools, styles, and tastes should be considered;
4. **Response to Site / Context:** artworks and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate;
5. **Team Approach:** encourage the early involvement of the artist as a member of the project design team of architect, engineer, landscape architect, etc. Projects commissioned under the *Art In Public Places Program* should also include a robust program of public involvement to ensure that citizens, especially those who reside and/or work in close proximity to a given project site, have a voice in the project;
6. **Durability:** substantial consideration shall be given to structural and surface integrity and stability, permanence and weathering, resistance against theft, vandalism, and the probability of excessive maintenance and repair costs. Artwork must be constructed of long-lasting materials (including nuts, bolts, and other metal fixtures) that will be in contact with each other that may produce oxidation

7. **Elements of Design / Purpose:** consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces or establish identity;
8. **Public Liability:** artworks and art places should be examined for unsafe conditions or factors that may bear on public liability;
9. **Diversity:** strive for diversity of style, scale, media, artists, community values, forms of expression, and equitable distribution of artworks throughout the City.

Specific to the 2016 Sculpture Project: Instruments of Inspiration, the City's Art In Public Places Selection Committee will score each submission based upon the following criteria. All other criteria listed above will be considered on a pass / fail basis.

<u>CRITERIA</u>	<u>POINT VALUE</u>
Creativity	30
Quality	24
Elements of Design / Purpose	19
Encouragement of Public Interaction	14
Response to Site / Context	10
Alpharetta Vendor Preference	3

Total = 100 Max Points

Phase 2 Review: Shortlisted Artists only.

1. Shortlisted Artists selected for further consideration will be notified by email providing details for the next step in the selection process. A deadline will be given by which to submit a Maquette of their proposed artworks. Submissions will be scheduled to be presented in person to the Selection Committee, including an interview with the artist.
2. The Selection Committee will select artists / artworks for recommendation to City Council. These recommendations will be made during a regular public meeting that the recommended artists will be required to attend. During this meeting, the general public will be invited to comment on the recommendations prior to City Council's consideration and vote.
3. The decision of City Council will be final, and no further consideration of applications or applicants will be provided.
4. Upon selection and final design approval, the artist must complete a contract with the City of Alpharetta, Georgia. The artist will be responsible for the appropriate supervision of any and all persons participating in the project on their behalf. All finished work shall be faithful to the drawings, design, and concept as approved by the Art In Public Places Panel. Progress reports and payments will be made as contracted. All designs and artworks selected shall become the property of the City of Alpharetta.

SECTION 5: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, will be set forth in more detail in the subsequent information to be forwarded only to shortlisted artists determined from this RFQ process. Contract Terms and Conditions refer to the outcome and an RFQ does not necessarily result directly in a Contract Award.

An RFQ usually does not result directly in a Contract Award. This RFQ is Step 1 of a two-step process, and is anticipated to be followed by presentations from shortlisted Artists of proposed artwork to our Selection Committee.

5.0 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/RFQ submission.

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

(1) Pursuant to O.C.G.A. § 13-10-91:

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

(2) 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.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will 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 and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, 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.
- (4) 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.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

5.1 Compliance with Laws

The Offeror shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

5.2 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this RFQ.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original SOQ package. It is not required to include forms in SOQ Copies.

- **Forms Required to be Returned With Every SOQ Submitted:**
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
- **Forms required to be held on file by Offerors/Contractors** and available to City for review upon request:
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- **Optional Forms**
 6. Local Vendor Certification Form
 7. Only return the Notice of 'No Bid' if relevant.

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 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)

Authorized Signature:

Printed Name and Title of Person

Signing:

Date:

Firm's Address:

Contact's Email Address:

***This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response.**

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:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

Form (Rev. December 2014) Department of the Treasury Internal Revenue Service	W-9 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.																																																								
	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 ☐ 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.)	Requester's name and address (optional)																																																							
	6 City, state, and ZIP code																																																								
	7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN)																																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> 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.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
Social security number																																																									
or																																																									
Employer identification number																																																									
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.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶ _____</td><td style="width: 25%;">Date ▶ _____</td></tr></table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																				
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																							
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 1096 (home mortgage interest), 1096-E (student loan interest), 1096-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> 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 <i>What is FATCA reporting?</i> on page 2 for further information.																																																									
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																																									

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-291-6000
Fax: 678-291-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (578) 297-6052
F: (578) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name _____

Firm Address _____

Signature of Person Authorized to Bind this Firm _____

Date _____

Typed or Printed Name and Title _____

Phone Number and E-mail Address _____

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, RFQ, or RFQC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, RFQ, or RFQC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Finance Director or his/her designee.

Project: the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, RFQ, or RFQC and the Contract Documents and as generally described in the title to this ITB, RFP, RFQ, or RFQC.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualified Contractors (also called Request for Qualifications, RFQC, or RFQ): The Formal Request for Qualified Contractors is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQC is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

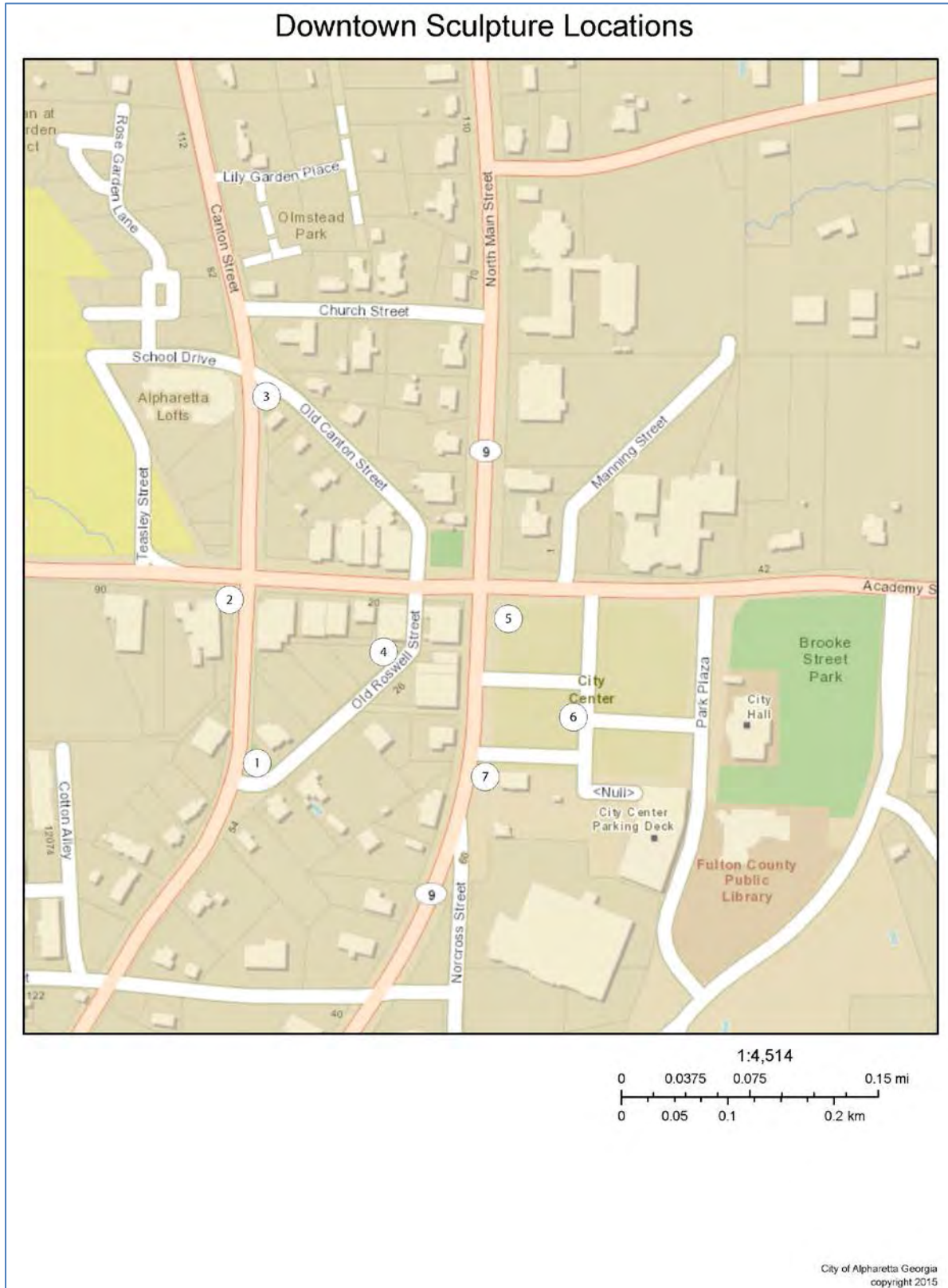
Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQC which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, RFQ, or RFQC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX C: DOWNTOWN SCULPTURE LOCATIONS

APPENDIX D: CITY OF ALPHARETTA'S ART IN PUBLIC PLACES PROGRAM GUIDELINES AND PROCEDURES

(Document begins on next page.)

CITY OF ALPHARETTA

ART IN PUBLIC PLACES PROGRAM

GUIDELINES AND PROCEDURES

PURPOSE:

The purpose of these guidelines is to establish a process for the selection, purchase, commission, placement, and maintenance of works of art under the City of Alpharetta's *Art In Public Places Program*. These guidelines are understood to apply only to those projects which received approval funding, and/or were donated to the City of Alpharetta after the adoption of these guidelines by City Council. These guidelines shall not be understood to apply to works of art that are not part of the *Art In Public Places Program* or that are located on private property, even if such works of art are components of a private development that are required by the City of Alpharetta as part of established design guidelines or as a conditioning of zoning or variance, unless such work of art is donated to the City for the express purpose of being accessible to and enjoyed by the public.

INTENT:

It is the stated intent of the *Art In Public Places Program* to direct the inclusion of works of art in City construction projects and/or to otherwise guide the investment in and placement by the City of works of art in order to expand the experiences of the citizens of Alpharetta with art and enable them to better connect with the community and understand the lives and experiences of themselves and fellow citizens. The program shall strive to encourage artists capable of creating works of art for placement in public places so as to expand cultural opportunities throughout the community and elevate Alpharetta's status within the region as a vibrant, intelligent, and culturally rich community. Thus, it is the goal of the program to expend dollars so dedicated on works of art and art projects that advance public understanding of visual art and enhance the aesthetic quality of public places. This goal shall be realized through:

1. The commission of artists and works of art of the highest quality, which represent an expression of our time, contribute to a sense of Alpharetta's identity, and entail some measure of public significance;
2. The acceptance through private donation of works of art of the highest quality, which represent an expression of our time, contribute to a sense of Alpharetta's identity, and entail some measure of public significance;
3. The nurturing of the artistic vitality of the City of Alpharetta through the encouragement of local artistic endeavors;

4. The encouragement of public dialogue that increases public understanding and enjoyment of visual art through appropriate public education forums and programs;
5. The encouragement of public interaction with public places, areas that provide for public ownership and accessibility, via the placement of works of art;
6. The commission of a broad range of works of art, reflective of the overall diversity of current works in the field of visual art;
7. The commission of works of visual art varying in style, scale, medium, form, and intent representative of the local, regional, national, and international arts communities and the rich diversity of Alpharetta;
8. The encouragement of artists to find creative means of incorporating works of art into the specific locations and environments selected for their placement and to reach creative solutions to the aesthetic challenges they have been employed to solve;
9. The broad distribution of commissions among artists and the encouragement of new and emerging artists;
10. The broad geographic distribution of works of art in the City of Alpharetta;
11. The encouragement of true collaborative efforts between artists and architects, engineers, landscape architects, and the residents of the unique neighborhoods and/or districts in which works of art are planned for placement.

GOALS:

The following goals are identified and established to guide the *Art In Public Places Program*, Alpharetta's elected officials and staff:

1. The *Art In Public Places Program* will reflect the diverse spectrum of beliefs, cultural heritage, traditions, and artistic expressions of the citizens and community of Alpharetta.
2. The *Art In Public Places Program* will include works of public art representing a wide variety of media and styles and support community interests to have an aesthetically pleasing built environment.
3. The *Art In Public Places Program* will identify and pursue additional sources of funding and donations of works of art to the City of Alpharetta.
4. The *Art In Public Places Program* will develop public art projects which enhance the environment of public spaces as well as the visual design form and content of the city, which enhance a particular district, and which may enhance the tourist and economic potential of Alpharetta and particular sites within the community.

5. The *Art In Public Places Program* will pursue opportunities to inform the public regarding public art including opportunities for public participation in all phases of the public art process.
6. The *Art In Public Places Program* will promote the visual arts in Alpharetta and inform and work to increase understanding within the community about the purposes and meaning of the works of art in Alpharetta's public art collection.
7. The *Art In Public Places Program* will document, maintain, and conserve works of public art in the collection, regardless of the source of acquisition.

DEFINITIONS:

For the purposes of these program guidelines, the following definitions shall apply:

Accession: The procedure by which a work of art is accepted and recorded as part of the *Art In Public Places Program* public collection.

Appraisal: A professional, certified evaluation of an artwork – its authenticity, condition, and provenance – to determine its monetary value.

Art In Public Places Panel: A standing committee consisting of not less than three and not more than seven members appointed by the Alpharetta City Council and responsible for advising the City Council on matters relating to the implementation of the *Art In Public Places Program*; including but not limited to advising on the selection of artists and works of public art. At least one appointed member of the panel must be a visual arts professional.

Art In Public Places Registry: a database of qualified artists who have registered with and been screened or pre-qualified by the Art In Public Places Panel as having suitable recognition and credentials to compete or be considered for future *Art In Public Places Program* projects.

Artist: An individual who creates original art and is recognized by professional peers and critics as a professional practitioner of the visual arts, as judged by the quality of that practitioner's body of work and experience. This recognition is demonstrated in the artist's resume through credentials such as an exhibition record, past public art commissions, published work, reviews, and recommendations.

Artwork: Original art in various mediums; including but not limited to any portable or permanently fixed sculpture, mural, painting, drawing, or mixed-media work; created by a professional artist, artists, or collaborative team. The work of art or identifying plaque cannot contain advertising or promotional content relating to living persons or to organizations, institutions, or businesses currently operating. A plaque accompanying the artwork and which provides the name of donor, artist, or artwork shall not be considered advertising.

Capital Improvement Program (CIP): The City of Alpharetta's program for advance planning of capital projects and developments.

Collaborative Art: Artwork generated by a group of designers / artists from different disciplines working together. Each discipline brings a different or new perspective to the design process. Often, collaborative teams will involve an artist, landscape architect, and an architect.

Commission: The act of hiring an artist(s) and artistic services contractually to create a work of art in exchange for financial compensation.

Consultant: Any firm, individual, joint venture, or team of firms or individuals, other than an artist, with which a developer, agency, or the City contracts for design or other services related to the *Art in Public Places Program*

Deaccession: The procedure by which to remove an artwork from the *Art In Public Places Program* public collection.

Designer: Any consultant providing design services for the execution of a public art project or subsequent renovation.

Donation: A work of art or series of artworks gifted to the City for long-term public display with the intent to transfer title of ownership to the City of Alpharetta.

Loan: A work of art of which ownership is retained by the donor during period of display on City property.

Maquette: A scale model either three dimensional or digital illustration of a proposed public artwork.

Memorial: A commemorative monument established to preserve the memory of a person, place, or event.

Monument: A building, statue, or other structure erected to commemorate a person, group of persons, or event, usually in recognition of some type of outstanding public service.

Performing Arts: Forms of creative activity; such as drama, music, and dance; that are performed live, in front of an audience.

Prominent Location: An exterior location that is accessible to the public, enjoys high visibility, and is used or visited by a large number of visitors and/or Alpharetta residents.

Project Planning Committee: A project planning committee shall be convened for every project pursued through the *Art In Public Places Program*. The committee shall include one or

more of each of the following: an artist, a design consultant, site partner, neighborhood or community member, one member of the Art In Public Places Panel, and one member of City of Alpharetta staff.

Provenance: The history of a work of art and its creation and ownership, which is used to help establish its authenticity. Documents used for provenance include sales receipts, auction and exhibition catalogs, gallery labels, letters from the artist, and statements from people who knew the artist or the circumstances of creation of the artwork.

Public Art: Publicly accessible original art that enriches the Alpharetta community and evokes meaning. It may include permanent visual art, installations, and temporary works, preservation or restoration of unique architectural features, ornamentation or details. It may also include the artist-designed infrastructure and structures themselves. Public art should consider the site, its context, and audience and may possess functional as well as aesthetic qualities.

Public Art Funds: Funds established and/or designated by the City of Alpharetta and/or donated to the *Art In Public Places Program* for the expressed concern of advancing the public art program or collection.

Public Place: Publicly accessible landscapes, structures, and infrastructure. Public places include, but are not limited to public parks, plazas, streets and boulevards, bridges and stairways, buildings and waterworks.

Visual Arts: Art forms such as ceramics, drawing, photography, and sculpture that are created primarily for visual perception.

Work Of Art: Original art in various mediums; including but not limited to any portable or permanently fixed sculpture, mural, painting, drawing, or mixed-media work; created by a professional artist, artists, or collaborative team. The work of art or identifying plaque cannot contain advertising or promotional content relating to living persons or to organizations, institutions, or businesses currently operating. A plaque accompanying the artwork and which provides the name of donor, artist, or artwork shall not be considered advertising.

SELECTION CRITERIA FOR ARTISTS:

General criteria for the Art In Public Places Panel to consider in selecting artists for public projects include at a minimum:

1. The aesthetic and technical quality and originality of the artist's previous work as evidenced by slides and other supporting materials;
2. The artist's previous experience with public art projects of a similar scale and scope;

3. The artist's demonstrated ability to execute and complete a project in a timely and professional manner;
4. The artist's ability to communicate ideas verbally and visually, and work effectively in a team environment;
5. The appropriateness of the artist's proposal to the particular project and its probability of successful completion;
6. A wide variety of nationally known artists as well as local artists.

SELECTION CRITERIA FOR ARTWORK:

General criteria for the Art In Public Places Panel to consider in selecting works of art for public projects or inclusion in the *Art In Public Places* collection include at a minimum:

1. **Quality:** artwork must demonstrate the highest aesthetic quality, originality and artistic excellence;
2. **Media:** all visual forms and media may be considered, subject to the selection jury or the Art In Public Places Panel;
3. **Style:** artworks of all schools, styles, and tastes should be considered;
4. **Response to Site / Context:** artworks and art places should be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate;
5. **Team Approach:** encourage the early involvement of the artist as a member of the project design team of architect, engineer, landscape architect, etc. Projects commissioned under the *Art In Public Places Program* should also include a robust program of public involvement to ensure that citizens, especially those who reside and/or work in close proximity to a given project site, have a voice in the project;
6. **Durability:** substantial consideration shall be given to structural and surface integrity and stability, permanence and weathering, resistance against theft, vandalism, and the probability of excessive maintenance and repair costs. Artwork must be constructed of long-lasting materials (including nuts, bolts, and other metal fixtures) that will be in contact with each other that may produce oxidation
7. **Elements of Design / Purpose:** consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas, modify, enhance, or define specific spaces or establish identity;
8. **Public Liability:** artworks and art places should be examined for unsafe conditions or factors that may bear on public liability;

9. **Diversity:** strive for diversity of style, scale, media, artists, community values, forms of expression, and equitable distribution of artworks throughout the City.

PROHIBITIONS:

Public art strengthens public places and enhances and promotes the City of Alpharetta's identity as a livable and creative city that is a desirable place to live, work, and visit. Therefore, under no circumstances may any work of art containing the following be considered for inclusion in the *Art In Public Places Program* or be displayed on or in any property or facility owned and/or maintained by the City of Alpharetta:

1. Specified anatomical areas as defined in Section 12-187 of the Code of the City of Alpharetta, Georgia; excepting that the artistic display of the nude human form may be allowed if such display is deemed by the Art In Public Places Panel to be tasteful and essential to the expression of the artistic work.
2. Specified sexual activities as defined in Section 12-187 of the Code of the City of Alpharetta, Georgia.
3. Depictions of graphic and/or extreme violence
4. Designs that include logos, copyrighted or trademarked images, advertisements, or political, commercial, religious, or sexual symbols, themes or messages.

SELECTION METHODS:

Works of Art for the *Art In Public Places Program* may be selected by a variety of methods; the appropriate method for a given project or commission being determined in advance by the Art In Public Places Panel. In addition to the advertising of project opportunities, the Art In Public Places Registry is a resource for the review and direct selection of an artist or artwork. Selection methods may include but are not limited to:

1. **Open Competition:** The project is advertised locally, regionally, or nationally and through the Art In Public Places Registry. Interested artists may submit materials for review, which include slides, letter of interest, resume and supplementary materials such as reviews, articles, books or brochures.
2. **Limited Invitational:** A selected number of artists from the Art In Public Places Registry are invited to submit materials for review. Finalists may be selected to submit detailed models for the project for which they will be paid a fee.
3. **Invitation:** One artist from the Art In Public Places Registry is invited to submit materials for review, and may be commissioned to create a detailed proposal.
4. **Direct purchase:** An existing work is purchased for a specific project.

Selection of the artwork for City-sponsored projects is subject to the artist(s) providing materials and completion bond, as well as completing a contract as set forth by the City Attorney.



City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By:

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: FISCAL YEAR 2017 T-SPLOST BUDGET AMENDMENT (1ST READING)

II. RECOMMENDATION:

The purpose of this meeting is to discuss the initiatives contained within the T-SPLOST budget amendment and adopt the Fiscal Year 2017 T-SPLOST Budget Ordinance (1st reading).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: \$3,000,000 (PLEASE REFER TO EXHIBIT A FOR INFORMATION ON THE T-SPLOST PROJECTS BEING FUNDED THROUGH THIS PHASE).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
T-SPLOST Collections (3 months; 33590200-313400)	\$3,000,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Project Design/Project Management Services (33541100-541410)	\$3,000,000.00

IV. REPORT IN BRIEF:

The purpose of the Fiscal Year (FY) 2017 Metropolitan County Transportation Special Purpose Local Option Sales Tax ("T-SPLOST") Budget Amendment is to amend the base budget as adopted by City Council for the T-SPLOST activity forecasted to occur during fiscal year 2017.

Initiatives are discussed in detail within the attached Fiscal Year 2017 T-SPLOST Budget Amendment.

V. ALTERNATIVES:

VI. ATTACHMENTS:

T-SPLOST Budget Ordinance, T-SPLOST Budget (Exhibit A)



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO ADOPT THE FISCAL 2017 T-SPLIST BUDGET FOR THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNT SHOWN IN THE BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, on November 8, 2016, the voters approved an additional 0.75% sales tax (Metropolitan County Transportation Special Purpose Local Option Sales Tax or "T-SPLIST") be collected in part of Fulton County (outside of the City of Atlanta) for five (5) years for the purposes of transportation improvements and congestion mitigation;

WHEREAS, T-SPLIST collections will begin on April 1, 2017 and continue to, through and including March 31, 2022;

WHEREAS, Fiscal Year 2017 will include three (3) months of collections (April 1, 2017 - June 30, 2017);

WHEREAS, the Director of Finance has presented a proposed fiscal year 2017 T-SPLIST budget that appropriates the three (3) months of collections in fiscal year 2017 towards transportation improvements and congestion mitigation; and

WHEREAS, these proposed amendments represent a balanced budget, so that anticipated revenues for the T-SPLIST Fund equals or exceed proposed expenditures;

NOW, THEREFORE BE IT ORDAINED that this T-SPLIST budget, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2017 T-SPLIST budget; and

BE IT FURTHER ORDAINED that this T-SPLIST project-length budget be and is hereby approved and the revenue item shown in the budget for the T-SPLIST Fund in the amount anticipated is adopted and that the amount shown in the budget for the T-SPLIST Fund as a proposed expenditure is hereby appropriated to the departments named in the T-SPLIST Fund; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this T-SPL0ST budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

ADOPTED this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

(SEAL)

Attest:

City Clerk

First Reading: _____

Second Reading: _____



City of Alpharetta, Georgia
Fiscal Year 2017
T-SPLOST Budget Amendment

The purpose of the Fiscal Year (FY) 2017 Metropolitan County Transportation Special Purpose Local Option Sales Tax ("T-SPLOST") Budget Amendment is to amend the base budget as adopted by City Council for the T-SPLOST activity forecasted to occur during fiscal year 2017.

T-SPLOST

On November 8, 2016, the voters approved an additional 0.75% sales tax (T-SPLOST) be collected in part of Fulton County (outside of the City of Atlanta) for five (5) years for the purposes of transportation improvements and congestion mitigation.

Alpharetta will receive 11.02% of the net proceeds¹ which is estimated at approximately \$60 million over the five year collection period (or an average of \$1 million monthly).

T-SPLOST collections will begin on April 1, 2017 and continue to, through and including March 31, 2022. Fiscal Year 2017 will include three (3) months of collections (April 1, 2017 – June 30,

¹ 1.0% of T-SPLOST collections will be paid to the State to defray the costs of administration of the Georgia Department of Revenue. An additional 0.5% of T-SPLOST collections will be allocated to Fulton County to cover costs associated with administering the T-SPLOST program. The remaining 98.5% represents the net proceeds distributed to the cities/ Fulton County.

2017). All T-SPLOST collections will be accounted for in a T-SPLOST Fund (Fund 335) in accordance with State Law and governmental accounting principles. The T-SPLOST Fund is a capital project fund that utilizes project-length budgeting (appropriations do not lapse at the end of the fiscal year but continue until project completion or reallocation). The budgetary legal level of control resides at the project level.

T-SPLOST FUND

The T-SPLOST Fund accounts for the collection of T-SPLOST revenues and the expenditure on eligible transportation improvements and congestion mitigation initiatives.

The FY 2017 T-SPLOST Budget Amendment appropriates the three (3) months of collections (April 1, 2017 – June 30, 2017) in fiscal year 2017 to fund design and project management services as follows:

- Full Design (design, surveying, geotechnical, traffic modeling, etc.)
 - Kimball Bridge Road Bicycle/Pedestrian/Operational Improvements
 - Bethany Road at Mid-Broadwell Road Intersection Improvements
 - Bethany Road at Mayfield Road Intersection Improvements
 - Morris Road Operational Improvements
- Conceptual Design
 - Old Milton Parkway Capacity Improvements
 - Windward Parkway Business District/Union Hill Road Capacity Improvements
- Project Management services will be provided through the City's on-call project management vendor (Atkins North America, Inc.).

LEGAL LEVEL OF CONTROL				
<u>T-SPLOST Fund</u>		Fiscal Year 2017		
		Current Budget Dec. 2016	Budget Amendment	Revised Budget Dec. 2016
	Account #			
Revenues by Source:				
T-SPLOST (3 months of collections)	33590200-313400	\$ -	\$ 3,000,000	\$ 3,000,000
		\$ -	\$ 3,000,000	\$ 3,000,000
Expenditures by Project:				
(1) Design/Project Management Services	33541100-541410	\$ -	\$ 3,000,000	\$ 3,000,000
		\$ -	\$ 3,000,000	\$ 3,000,000
<u>Notes:</u>				
(1) Funding will be allocated to specific project accounts upon approval by City Council.				



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By:

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: WILLS PARK BATTING PAVILION, ITB 17-001

II. RECOMMENDATION:

Approval is requested for the following:

(1) Award ITB 17-001 for the Wills Park Batting Pavilion project to Riley Contracting Inc. in an amount totaling \$262,893.00 and authorize the Mayor to execute all necessary documents; and

(2) Authorize an MOU with the Alpharetta Youth Baseball Association for a contribution totaling \$115,000.00 to the City of Alpharetta to defray costs of the Wills Park Batting Pavilion project.

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: \$262,893 (BASE BID OF \$238,693 + \$7,850 FOR PAINTING THE ROOF/GUTTERS + \$16,350 FOR UPGRADED NETTING). FUNDING PROVIDED THROUGH THE CITY (\$147,893) AND AYBA (\$115,000).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Wills Park Batting Pavilion (30161150-541500-C1613)	\$262,893.00
Scoreboards (reallocation of available appropriations; 30161150-541500-C1225)	(\$18,901.00)

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
AYBA Contribution - Wills Park Batting Pavilion (30161150-371000-C1613)	\$115,000.00
-	\$0.00

IV. REPORT IN BRIEF:

The FY 2017 Capital Budget includes funding for construction of a batting pavilion at Wills Park. The batting pavilion will approximate 7,000 square feet in size and be located near fields 1-4. The pavilion will house five (5) large batting cages, one (1) pitching lane, and one (1) soft toss area. The pavilion will be on a concrete slab with a roof, but no walls, and enclosed with black vinyl link fencing and lighted for nighttime usage.

BACKGROUND

The Recreation and Parks Department (the "Parks Department"), in partnership with the Alpharetta Youth Baseball Association ("AYBA"), worked collaboratively with Design Works (Architect) to design the Wills Park Batting Pavilion and provide construction specifications for an Invitation-to-Bid ("ITB").

The Public Works, Parks, and Finance Departments prepared an ITB for construction of the Wills Park Batting Pavilion and advertised in September and October 2016. Bids were received on October 13, 2016, with five bidders as follows:

* Riley Contracting Inc.	\$238,693.00
* Championship Fields LLC	\$288,331.00

* Amacher Brothers Construction Co.	\$334,800.00
* Diversified Construction of GA	\$349,000.00
* Multiplex LLC	\$483,000.00

The apparent low bidder, Riley Contracting LLC has experience in constructing metal pre-fab buildings (Forsyth County, City of Tyrone, etc.) and their baseball experts, Better Baseball, has extensive experience in batting pavilion setup and equipping. Contacted references complimented Riley Contracting Inc. for their workmanship and indicated they would work with them again in the future. If given an opportunity.

Staff met with representatives from Riley Contracting Inc. and Better Baseball on October 26, 2016, to review the scope of work and the City's expectations. Riley Contracting Inc. assured staff that they could complete the project for the bid amount and within the allotted time frame (late Spring/early Summer). Thus, Staff has determined Riley Contracting to be the lowest responsive and responsible bidder.

Subsequent to the Bid opening, staff worked with the apparent low bidder to provide a quote for multiple upgrades to the base bid specifications including: (#1) painting of the roof and gutters (hunter green) which will blend into the park surroundings better and reduce glare (+\$7,850); and (#2) upgrading the batting pavilion netting (within each batting tunnel and along the perimeter) including having a uniformed hemming along the bottom (as opposed to bunching on the ground which accumulates debris such as leaves and is generally less visually appealing) that is accomplished through additional cabling and weights (+\$16,350). The above upgrades to the base bid specifications bring the total bid to \$262,893.

Staff believes the value added with the above upgrades is a worthy investment in both functionality and aesthetics. AYBA has committed to funding \$115,000 with the City funding the remaining \$147,893 (\$128,992 is available in the Wills Park Batting Pavilion project account with the remaining \$18,901 coming through a reallocation of available funding in the Athletic Scoreboards Replacement account – no boards are scheduled for replacement this fiscal year). AYBA will also be equipping the batting pavilion.

V. ALTERNATIVES:

VI. ATTACHMENTS:

ITB Proposal (Riley Contracting), ITB Base Bid and Upgrades, ITB Tab, WP Batting Pavilion Solicitation Document, WP Batting Pavilion Plans

**CITY OF ALPHARETTA
INVITATION TO BID (ITB)
(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

ITB TITLE: WILLS PARK BATTING PAVILION
ITB #: 17-001
ITB RESPONSE DUE DATE/TIME: OCTOBER 13, 2016; 2:00 PM
ITB ISSUE DATE: SEPTEMBER 15, 2016
NUMBER OF PAGES: 45

CONTACT INFORMATION

PROCUREMENT AGENT AND ITB CONTACT:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Abigail Shipp

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO BIDDERS: 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 BID TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Bidder's Name and Address
ITB Title & Number as noted on top of this page
ITB Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

SPECIAL INSTRUCTIONS:

FOOTER DESIGN PROVIDED DOES NOT MATCH MDM FOOTER DESIGN
BY ENG.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Bid, the authorized signer and represented firm have read, understand, and agree to information within this Invitation to Bid:

Firm/Bidder Name: RICKEY CONTRACTING INC
Firm/Bidder Mailing Address: 100 EAGLE RUN SENOIA GA 30276
Firm/Bidder Phone Number(s): 779 881 4700
Firm/Bidder FAX Number(s): NA
Email Address for Bidder's Contact: ricconinc@gmail.com
Authorized Bidder Signature: [Signature]
Printed Name of Signer: BOB SAUNDERS
Bidder Federal I.D. Number: 21-4109194
Bidder DUNS Number: 064681942

SECTION 5: COST SUBMISSION

Alpharetta (Local) Vendor Preference: An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award if their responsive and responsible bid is within 3.00% of the lowest responsive and responsible bid. (See section 1.6 for more information.)

Total, turn-key cost for the Wills Park Batting Pavilion project to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds, permitting, pre-fabricated metal building design, and other accessories as stated in this ITB document and plans.

\$ 238,493

Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Rickey Contracting Inc

ADDRESS 100 EAGLE RUN SEADIA GA 30126

AUTHORIZED SIGNATURES Bert Saunders

PRINT / TYPE NAME(S) AND TITLE(S) BERT SAUNDERS PRESIDENT

CONTACT INFO: PHONE NUMBER 229 881 4700

CONTACT INFO: E-MAIL ADDRESS RICCONINC@gmail.com

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 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)

Riley Contracting Inc.

Authorized Signature:

[Signature]

Printed Name and Title of Person

Signing:

PERT SAUNDERS PRESIDENT

Date:

10-12-16

Firm's Address:

100 EAGLE RUN SPENDIA GA 30276

Contact's Email Address:

RILEYINC@GMAIL.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)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Alpharetta (GA) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

455336
Federal Work Authorization (E-Verify) User Identification Number

10-10-11
Date of Authorization

Rich Contracting Inc.
Name of Contractor

Wills Park Batting Pavilion
Name of Project

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

Executed on OCT, 12, 2016 in STEDIA (city), GA (state).

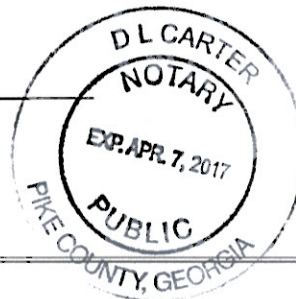
[Signature]
Signature of Authorized Officer or Agent

BERT SAUNDERS PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13 DAY OF OCT, 2016

[Signature]
NOTARY PUBLIC

My Commission Expires: 4-7-17



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.	Name (as shown on your income tax return) Bertrand Mackey Saunders	
	Business name/disregarded entity name, if different from above Riley Contracting INC.	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 100 Eagle Run City, state, and ZIP code Senoia GA 30276 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td>2</td><td>5</td><td>9</td><td>-</td><td>0</td><td>6</td><td>-</td><td>3</td><td>2</td><td>9</td><td>7</td></tr></table> <table border="1"><tr><td colspan="9">Employer identification number</td></tr><tr><td>2</td><td>7</td><td>-</td><td>4</td><td>1</td><td>0</td><td>9</td><td>1</td><td>9</td><td>4</td></tr></table>	Social security number									2	5	9	-	0	6	-	3	2	9	7	Employer identification number									2	7	-	4	1	0	9	1	9	4
Social security number																																								
2	5	9	-	0	6	-	3	2	9	7																														
Employer identification number																																								
2	7	-	4	1	0	9	1	9	4																															

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.	<table border="1"><tr><td>Signature of U.S. person ▶</td><td>Date ▶</td></tr></table>	Signature of U.S. person ▶	Date ▶
Signature of U.S. person ▶	Date ▶		

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 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. Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.
---	---

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 9/2014)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: RILEY CONTRACTING INC (SUPPLIER) 10-12-16 (DATE)
100 EAGLE CREEK (SUPPLIER'S ADDRESS) SENOGA (CITY) GA (STATE) 30276 (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- ☐ 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- ☒ 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds, A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(i)(6.2)
- ☐ 3. Purchases or leases of tangible personal property or services for RESALE ONLY by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- ☐ 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- ☐ 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: CITY OF ALPHARETTA Sales Tax Number: 301-682441
Business Address: 2 PARK PLAZA City: Alpharetta State: GA Zip Code: 30009
Purchaser's Name: THOMAS G. HARRIS Signature: Thomas G. Harris Title: FIN DIRECTOR

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.



General Qualifications

City of Alpharetta Purchasing,

Riley Contracting Inc. is a local Georgia based Commercial General Contracting Company, interested in contracting City of Alpharetta Willis Park Batting Pavilion Project. We have, in the past 11 years worked with State and Federal Agencies on a wide variety of projects. We have also in the past worked with private companies to design buildings and procure the structure to specifications. Riley has successfully completed countless project of various budgets and scopes of work shown in the brief reference & history sheets attached for review. Riley has access to Structural, Civil, and MEP engineering as needed, is closely connected to Architectural consultants, and is versed in public sector requirements. Performance & payment bonds are attached as required. Riley Contracting is a financially stable company with funding provided by a Regions Bank credit line for capital cash flow during the duration of the project as well as additional private funding. Riley Contracting Inc. is locally licensed (S15-178), holds a blue card from GSWCC (0000059851), is an E-Verified Company (455366), and is a Certified Lead Renovation Company (R-I-46329-11-00038). Bert Saunders, President, is a State Licensed Qualifying Agent (RLQA 003129) for Light Commercial Projects in GA, supporting paperwork is available upon request, please contact Bert Saunders for any and all questions 229.881.4700. Riley Contracting Inc. looks forward to working with the City of Alpharetta.

Regards,

Bert Saunders
President, Riley Contracting Inc.

229.881.4700 / rilconinc@gmail.com



100 Eagle Run Senoia GA 30276



Brief Construction Plan

Service Methods

The patrons of the park should not be hindered by this construction due to it being in a lightly used portion of the park. Pumping concrete to the foundation location will be the only time we may need to redirect foot traffic for the day. The Project will be determined by the metal building lead time which could run 8 weeks+ from order. In that time frame Riley will prepare all other aspects of the project. Once the building has arrived the project will be complete in approximately 4-6 weeks.

- Contract
- Design Approval
- Permit / Line Locate
- Order Metal Building
- Silt Fencing
- Demo Electrical
- Reset Scoreboard Closer to Fence
- Demo Cages & Existing Pad
- Prepare and Pour New Slab
- Erect Building and Roof
- New Electrical / Lighting Work & Drainage Improvements
- Cages/Padding and Fencing Installation
- Final Grade / Grass
- Final Clean up

229.881.4700 / rilconinc@gmail.com



100 Eagle Run Senoia GA 30276



Key Construction Personnel

- General Contractor: Riley Contracting Inc. President Bert Saunders
- Electrical Work: DPWE Inc Daniel Wible
- Metal Building Work: Tyson Steel Chris Parker
- Cage Net Work: Better Baseball DJ Hooks

All Contractors and Consultants are fully licensed (if applicable) and insured in their fields of expertise to State of GA limits.

229.881.4700 / rilconinc@gmail.com



100 Eagle Run Senoia GA 30276

Mitchell, Shawn

Subject: FW: Wills Park Batting Pavilion - Final Bid Price

From: Bert Saunders [mailto:rilconinc@gmail.com]
Sent: Thursday, November 17, 2016 12:08 PM
To: Shipp, Abigail <ashipp@alpharetta.ga.us>
Subject: Re: FW: City of Alpharetta - Batting Pavilion Bid

Abigail,
Here is the final bid email that was requested with the changes made to the contract bid.

- 1-1. The cost on changing the galvalume roofing and gutters in the plans to a hunter green will be an additional **\$7,850.00** for both the roofing and gutter change. This includes the additional bonding and insurance cost associated. I believe this would be a good addition, most of the parks I have worked with in the past request the green roofing to blend with natural surroundings, and not put off as much glare as the galvalum color.
- 2-1. For the change in lieu of having the netting bunched at ground level, and to have the bottom of all seven batting tunnels only be hemmed at the bottom on both sides with the additional cabling, hardware and installation will be an additional **\$5650.00**
- 2-2. Changing the single slide divider on all tunnels to open individually to either side of each of the seven tunnels as discussed in the meeting with the additional nets and cable mounting would be and additional **\$2800.00**
- 2-3. There is an option to hem the entire pavilion perimeter netting for the non-piled at floor level look, this option was brought up by the baseball netting contractor. *The soft toss area will have to be played-by-ear because of it being out in the open will have to be designed to match in the field to maintain safety with hitting and not leaving gaps for ball penetration with the retractable nets adjacent. Cabling at floor level will not be an option at some locations due to the trip hazard it presents, hence the field design. This option would bring the entire batting pavilion together as one design, and give a cleaner look, decrease leaves and debris from collecting in the bunched netting, and define space more clearly. The option to complete this change is an additional **\$7,900.00**

Original Bid Price	\$238,693.00
Change Order # 1	\$7,850.00
Change Order # 2	\$16,350.00
Final Construction Bid	\$262,893.00

Thanks,
Bert Saunders
Riley Contracting Inc.
229.881.4700



CITY OF ALPHARETTA

PRELIMINARY INVITATION TO BID (ITB) TABULATION

This Preliminary Bid Tabulation serves as a record of the bid opening. In no way does the recording and posting of this document assume the information in the bids received and recorded herein to be correct. Nor is it assumed that the bids conform to the specifications of the ITB request. This document does not constitute an award or contract with any bidder.

ITB #: 17-001

Due Date

10/13/2016

ITB NAME: Wills Park Batting Pavilion

Due Time

2:00 PM

	BIDDER NAME (noted on bid package)	DATE RECEIVED	TIME RECEIVED	SIGNED BID PROPOSAL FORM	BID BOND			TOTAL TURN-KEY COST
1	Amacher Brothers Construction Co	10/13/2016	1:43 PM	✓	✓			\$ 334,800.00
2	Riley Contracting Inc	10/13/2016	1:42 PM	✓	✓			\$ 238,693.00
3	Multiplex LLC	10/13/2016	1:22 PM	✓	✓			\$ 483,000.00
4	DIVERSIFIED CONSTRUCTION OF GA	10-13-16	1:54 PM	✓	✓			\$ 349,000.00
5	CHAMPIONSHIP FIELDS LLC	10-13-16	1:55 PM	✓	✓	CHECK		\$ 288,331.00
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
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17								
18								
19								
20								

**CITY OF ALPHARETTA
INVITATION TO BID (ITB)
(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

ITB TITLE:	WILLS PARK BATTING PAVILION
ITB #:	17-001
ITB RESPONSE DUE DATE/TIME:	OCTOBER 13, 2016; 2:00 PM
ITB ISSUE DATE:	SEPTEMBER 15, 2016
NUMBER OF PAGES:	45

CONTACT INFORMATION

PROCUREMENT AGENT AND ITB CONTACT:

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

Abigail Shipp

Phone: 678-297-6052
FAX: 678-297-6093
Email: purchasing@alpharetta.ga.us
Website: <https://www.ebidexchange.com/alpharetta>

INSTRUCTIONS TO BIDDERS: 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 BID TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL SHIPP

EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST NOTE:

Bidder's Name and Address
ITB Title & Number as noted on top of this page
ITB 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 COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Bid, the authorized signer and represented firm have read, understand, and agree to information within this Invitation to Bid:

Firm/Bidder Name:	
Firm/Bidder Mailing Address:	
Firm/Bidder Phone Number(s):	
Firm/Bidder FAX Number(s):	
Email Address for Bidder's Contact:	
Authorized Bidder Signature:	
Printed Name of Signer:	
Bidder Federal I.D. Number:	
Bidder DUNS Number:	

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SCHEDULE OF EVENTS**EVENT****DATE**

ITB Issue Date September 15, 2016

Deadline for Receipt of Written Questions.....October 3, 2016, 4:00 PM

Deadline for Posting of Written AnswersOctober 6, 2016, 4:00 PM

ITB Response (Bid) Due Date/TimeOctober 13, 2016, 2:00 PM

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are to be understood as local, Eastern Time for our City, Alpharetta, GA.)

SECTION 1: ITB INSTRUCTIONS

1.0 Single Point of Contact

- Bidders are not allowed to communicate with any City staff or elected officials regarding this procurement, except for communication with or at the direction of the City Procurement Agent in charge of this solicitation as designated by the City Procurement Officer and, if applicable, authorized communications at the Pre-Bid Conference.
- Any unauthorized contact may disqualify the Bidder from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	Abigail Shipp
Address:	City of Alpharetta Finance Department Budget & Procurement Team 2 Park Plaza Alpharetta, GA 30009
Telephone Number:	678-297-6052
Fax Number:	678-297-6093
E-mail Address:	purchasing@alpharetta.ga.us

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the ITB and procurement process. Bidders are encouraged to review these terms for intent and meaning used throughout the ITB and contracting process.

The City also offers a Vendor Guide containing information about doing business with our City. Among other information, the Guide contains definitions to terms used in the procurement processes along with the basic steps within each process. The Guide can be found online at <https://www.ebidexchange.com/alpharetta>.

1.1.2 Review of ITB: Bidders should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions, and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this ITB.

1.1.3 Addenda: The City may revise this ITB by issuing an addendum prior to the ITB Response Due Date/Time. The addendum will be posted on the City's website alongside the posting of the ITB at <https://www.ebidexchange.com/alpharetta>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Bidders must sign and return any addendum acknowledgement page with their Bid response.
- Failure to submit Bid in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Bidders sufficient time to respond to the addendum.
- It is the Bidder's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.4 Form of Questions: Bidders with questions, requiring clarification, or interpretation of any section within this ITB must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, October 3, 2016**.
- Each question shall be submitted separately.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, October 6, 2016**.
- Any material changes to the ITB, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Bidders must sign and return any addendum acknowledgement page with their bid (see *Section 1.1.3*).
- Any other form of interpretation, correction, or change to this ITB will not be binding upon the City.

1.2 This Section Does Not Apply

1.3 Submitting a Bid

1.3.1 Failure to Comply with Instructions: The City may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Bidders **must** respond to this ITB by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the contract award process commences. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a Bid in response to this ITB, Bidders agree to execute a contract materially incorporating those certain provisions set forth in *Section 6 Terms and Conditions* upon contract award by the City Council. Bidders acknowledge that *Section 6 Terms and Conditions* does not define the total extent of the contract language.

1.3.4 Bidder's Signature:

- The first page of this ITB and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the legal entity submitting the Bid and must be submitted with the Response.
- The Bidder's signature on a Bid in response to this ITB represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting a response to this ITB, Bidder acknowledges and agrees that the Bidder has carefully examined and fully understands the provisions and requirements of this ITB; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Bidder's Bid is accepted, Bidder will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the Bid response must be furnished upon request.

1.3.5 Organization of Bid: Each Bid response must be organized in the order set forth in Section 3 of this ITB. The original bid document and each bid document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Bid: Regardless of cause, late Bids will not be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated office by the designated ITB Response (Bid) Due Date/Time. Late Bids will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

Bid Withdrawal: A Bidder requesting to withdraw their Bid prior to the ITB Response (Bid) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, Bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

Bid Correction: If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked to indicate that it replaces the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the City and the revised total bid amounts are then to be used to determine the lowest reliable bidder.

1.3.7 Notice of "No Bid": It is important to the City of Alpharetta to receive a reply from all invited Bidders. There is no obligation to submit a Bid, quotation, or proposal; however, if you are unable or do not wish to participate in this ITB and this "Notice of No Bid" is not executed and returned, your firm may be deleted from our list of qualified Bidders/Offerors. This form is located in *Appendix A (Standard Forms)*.

1.4 Cost of Preparing a Bid

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering Bids, responses, or submissions to this ITB and any subsequent presentations of the Bid as requested by the City are entirely the responsibility of the Bidder. The City is not liable for any expense incurred by the Bidder in the preparation and presentation of their Bid.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this ITB become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Bidder resulting from this ITB process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Bidders interested in responding to this ITB can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Bidders may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. A Bidder may submit a Bid without first entering vendor registration, but online registration is required of an awarded contractor.

1.6 Alpharetta Vendor Preference (a.k.a. Local Vendor)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of \$50,000.01 to \$500,000.00.

To apply for the Alpharetta Vendor Preference the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

Vendors must complete the **Local Vendor Certification** form located in Appendix A, Standard Forms of this ITB. Every Vendor seeking qualification for local preference must include the completed form and all required documentation noted on the form in the Vendor's response to this ITB.

SECTION 2: BID RECEIPT AND EVALUATION PROCESS

2.0 Authority

This ITB is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Bids and Public Inspection

2.1.1 Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A. § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of Bids: The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees

associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

2.2 Classification and Evaluation of Bids

2.2.1 Initial Classification of Bids as Responsive and Responsible:

All Bids will initially be classified as either “responsive” or “nonresponsive”.

1. Bids may be found nonresponsive any time during the evaluation process if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Bid does not comply with the plans and specifications as described and required in this ITB.
 - Submissions found nonresponsive will not be considered further.
2. The Procurement Officer or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
 - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Bidder.

2.2.2 Evaluation of Bids: During the evaluation of the Bids, the City reserves the right to request clarification of Bid responses and the right to request the submission of references, if deemed necessary for a complete evaluation of Bids.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors:

- price;
- conformity to specifications;
- financial ability to meet the contract;
- previous performance;
- facilities and equipment;
- availability of repair parts;
- and other objective and accountable factors, if any.
- experience;
- delivery promise;
- terms of payment;
- compatibility as required;
- other costs;

The City shall be the judge of the factors and will make the award in the best interest of the City.

2.2.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Contract Award: Contract award, if any, will be made by City Council upon recommendation, to the Bidder providing the lowest responsive and responsible Bid and who provides all required documents. The City of Alpharetta may elect to electronically deliver contracts to the awarded contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures. DocuSign is the City's current electronic signature solution allowing users to route and sign contracts and agreements securely.

2.3 City's Rights Reserved

While the City has every intention to award a contract as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this ITB at any time. A notice of cancellation will be issued on the City's website. If the ITB is cancelled, the City will not reimburse any vendor for the preparation of their Bid. Bids may be returned, at Bidder's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to this ITB;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this ITB which would not have significant impact on any Bid or submission;
- not award a contract if it is in the best interest of the City not to proceed with contract execution; and
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Bid

Each Bid must be organized in the order set forth below. Paper Original and Copy section shall have tabs separating each section. Each Bid and Copies must be submitted in a sealed envelope/package.

Sealed Bid envelope/package must be marked on the exterior with the following:

- Bidder's Name,
- ITB #,
- ITB Title, and
- ITB Response (Bid) Due Date/Time.

1. **Cover Page** – Bidder's authorized official to complete, sign, and return with Bid response;
 - a. By submitting a response to this ITB, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed Work, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the City in full conformance with the Contract Documents. Bidders should include a listing of any exceptions to *Sections 1, 2, and 6* (including subsections).
2. **Section 3, Scope of Project/Specifications** – include all requested documents, information, exceptions, clarifications, etc.;
3. **Section 4, Bidder Qualification** – include all requested documents and information;
4. **Section 5, Cost Submission Form with Bid Price Certification** – Bidder's authorized official to complete, sign, and return with Bid response;
 - a. Bidders **must** respond to this ITB by utilizing the Cost Submission Form found in Section 5. (This form may also be provided as a separate, fillable Excel worksheet.)
 - b. Except in rare cases as described in Section 1.3.6, a Bid may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for Bid submission as defined in the Schedule of Events (ITB Response (Bid) Due Date/Time), or receipt of best and final offer, if required, and Bidder so agrees in submitting the bid.
 - c. The Cost Submission Form will be used as the primary representation of each Bidder's cost/price, and will be used extensively during Bid evaluations.
 - d. Additional information should be included as necessary to explain in detail the Bidder's cost/price.
5. **Appendix A, Standard Forms**– Complete each of the following as directed on each form, sign, and return with Bid response:
 - a. Disclosure Form – complete, sign, and return with Bid response;
 - b. Bid Bond or Certified Check
 - c. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with proposal;
 - d. W-9, Request for Taxpayer Identification Number and Certification;
6. **Additional Appendices** (ONLY if applicable) – include all requested documents and information;
7. **Addenda** – if any addenda are formally issued by the City, Bidder must complete, sign, and return Page 1 Addendum Acknowledgement with Bid acknowledging receipt and adherence to any changes in the ITB.

3.1 Bid Copies Required, Deadline for Receipt

1. Each Bid must be received in sealed, opaque packaging.
2. Bids must be at the location noted below prior to the ITB Response (Bid) Due Date/Time **2:00 PM**, on

October 13, 2016. Each bid response received must be delivered to this location and Time/Date stamped upon delivery.

City Hall hours of operation for receipt of deliveries:

Monday – Thursday 8:30 am – 5:00 pm;
Friday 8:30 am – 4:30 pm

City of Alpharetta
City Hall 1st Floor Greeter Station
2 Park Plaza
Alpharetta, GA 30009
Attn: Abigail Shipp

3. Faxed or e-mailed responses to Requests for Bids are NOT accepted and will not be reviewed.
4. Bidders must submit the following number of copies to the address set forth on the Cover Page:
 - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked “Original” with original signatures;
 - **One (1) Hard Copies Unbound** (3-ring binder OK), marked “Copy”; and
 - **One (1) Flash Drive.**
 - a. Mark all Flash Drives with Bidder’s name and ITB name and number.
 - b. All digital files must be in either (unless otherwise specified within this document):
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Bidder’s Bid may be considered incomplete.
 - d. **NOTE:** All digital and hard copies must include exactly the same information as provided in the hard “Original” copy.

3.2 Bid Opening

For all that wish to attend, the public Bid Opening will be held at:

City of Alpharetta
City Hall 2nd Floor
Conference Room #240
2 Park Plaza
Alpharetta, GA 30009

3.3 City’s Intent

The City of Alpharetta is accepting bids for the **WILLS PARK BATTING PAVILION**, including, but not limited to: Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage. All work shall be completed in such a way as to minimize the impact to the park patrons and public.

3.4 Required Information

Refer to the plan set.

Note: Any brands referenced in the plan set may be bid based on the 1) brand listed or 2) its equivalent or better. The selected vendor must be able to provide documentation to demonstrate where the items are comparable. The City shall determine if said equivalent is acceptable.

SECTION 4: BIDDER QUALIFICATIONS

4.0 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

4.1 Bidder Informational Requirements

In determining the capabilities of a Bidder to perform the services specified herein, the following informational requirements must be met by the Bidder. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be brief and relevant to the goals of this ITB.

This portion of the Bid shall be limited to a maximum length of three (3) single sided, letter-sized pages. Font size shall be restricted to 10 point or larger. Excessive information will not be considered favorably.

Each bid shall provide the following information:

4.1.1 References: Bidder shall provide a minimum of (3) references for each item/service specified in this ITB. The references may include any government, agency or similar entity where the Bidder, preferably within the last (3) years, has successfully completed the construction of a similar batting pavilion.

At a minimum, the Bidder shall provide:

- the company name,
- the location where the service was provided or item was installed/delivered,
- contact person(s),
- customer's telephone number,
- contact person's email address, and
- a complete description of the item/service type, and dates provided.

These references may be contacted to verify Bidder's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Bidder to perform the conditions of this request. Negative references may be grounds for Bid disqualification.

4.1.2 Resumes/Company Profile and Experience:

Bidder shall specify how long the individual/company submitting the Bid has been in the business of providing services similar to those requested in this ITB.

Bidder shall provide:

- A brief business profile.
- Name, telephone number, and email address of the Bidder's designated contact.
- A brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.

4.1.3 Method of Providing Services: Bidder should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Bidder intends to do, the timeframes necessary, including materials lead time, to accomplish the Work, and how the Work will be accomplished with minimal impact on the park patrons and public.

SECTION 5: COST SUBMISSION

Alpharetta (Local) Vendor Preference: An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award if their responsive and responsible bid is within 3.00% of the lowest responsive and responsible bid. (See section 1.6 for more information.)

Total, turn-key cost for the Wills Park Batting Pavilion project to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds, permitting, pre-fabricated metal building design, and other accessories as stated in this ITB document and plans.

\$ _____

Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

SECTION 6: TERMS AND CONDITIONS

The City's standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Bidders should notify the City of any Terms and Conditions that either preclude them from responding to this ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's Bid. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

6.0 Additional Contract Provisions and Terms

This ITB, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Bid of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

6.1 Performance Prior to Contract Execution

The successful Bidder shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Bidder. Any Bidder beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Bidder's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel the award of this ITB.

6.2 Contract Term

The term of the Contract commences upon execution by both parties and shall terminate upon execution and shall terminate upon the completion of the Project. The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

6.3 Subcontractors

The lowest responsive and responsible Bidder will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Bid. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this ITB, or otherwise in the Contract Documents created as a result of any contract award derived from this ITB, shall create any contractual relationships between any subcontractor of the Contractor and the City.

6.4 Bonding Requirements

Bid Bond

A bid bond in the amount of 5% of contract price required for all Public Works Projects. Refer to Appendix A for Bid Bond form.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the price of the Contract. "Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City. "Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

6.5 Time for Completion

The Contractor shall commence performance of the Work within (120) days from the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City. "Substantial Completion" shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same.

6.6 General Insurance Requirements

The following is informational for this ITB. Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$ 100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall

provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

6.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received at the address listed under *Section 1.0* with the original Bid.

6.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Bidders submitting a Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Bid.

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

No Bidder shall submit a Bid for the physical performance of service unless the Bidder participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland

Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

6.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

6.10 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the

alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

6.11 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of Recreation and Parks or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

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

6.12 Contract Termination

The City may, by written notice to the Contractor, terminate the Contract without cause; provided, the City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

6.13 Invoicing and Payment

The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit, on a monthly basis, an invoice for the portion of Work provided to the City under the Contract at the billing address specified below. The City shall retain ten percent (10%) of the gross value of completed portions of the Work. When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Public Works Department
1790 Hembree Road
Alpharetta, GA 30009
Attn: Pete Sewczwicz

Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Bidders, who are individuals, shall provide their social security numbers on Page 1 of this ITB. Bidders, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this ITB. All Bidders shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Bid submission.

6.14 Miscellaneous

6.14.1 Deliveries: Deliveries will be made to the site and the contractor must sign, acknowledging receipt of the deliveries. The City is not responsible for deliveries. All goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery/destination address is:

City of Alpharetta
Recreation and Parks
Wills Park
Alpharetta, GA 30009

No freight or postage charges will be paid by the City of Alpharetta unless such charges are included and accepted in the Bid price and contract award by the City. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the Project site.

6.14.2 Taxes: No sales tax will be charged on any orders.

Sales Tax Exempt# 301-682441

Federal Tax Identification# 58-6011454

Copies of the City's Sales and Use Tax Certificate of Exemption and Form W-9, Taxpayer Identification and Certification are included in Appendix B.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Bid package. It is not required to include forms in Bid Copies.

- **Forms Required to be Returned With Every Bid Submitted:**
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
 2. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.
 3. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 4. Request for Taxpayer Identification Number and Certification (W-9)
- **Forms to be held on file by Bidders/Contractors** and available to City for review upon request:
 5. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 6. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*
- **Optional Forms**
 7. Local Vendor Certification Form
 8. Only return the Notice of 'No Bid' if relevant.

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)

Authorized Signature:

Printed Name and Title of Person

Signing:

Date:

Firm's Address:

Contact's Email Address:

***This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response.**

Bid Bond

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **CONTRACTOR**, and

_____, as **SURETY**, are hereby

held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as **CITY**, in the penal sum of

_____ Dollars (\$_____) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 201_____.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **WILLS PARK BATTING PAVILION**, including, but not limited to, the Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **CITY** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CONTRACTOR

(SEAL)

By: _____

SURETY

(SEAL)

By: _____

Georgia Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Request for Taxpayer Identification Number and Certification (W-9)

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	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.																																																								
	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.)	Requester's name and address (optional)																																																							
	6 City, state, and ZIP code																																																								
	7 List account number(s) here (optional)																																																								
Part I Taxpayer Identification Number (TIN)																																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> 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.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
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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.																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶ _____</td><td style="width: 25%;">Date ▶ _____</td></tr></table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																				
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																							
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. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> 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 <i>What is FATCA reporting?</i> on page 2 for further information.																																																									
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																																									

Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9)



AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

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

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Local Vendor Certification Form

City of Alpharetta Local Vendor Certification Form



Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between \$50,000.01 and \$500,000.00 excluding Public Works Construction Projects (\$100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all that apply.

- ☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.
- ☐ Has a valid business license from the City.
- ☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name:

Current Business/Company Address:

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address:

The place of business identified above employs the following number of full-time employee(s):

City of Alpharetta Business License #

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):

Date:

Position Title:

Phone #:

Signature:

E-mail:

This Section is for City Use Only

Qualifications Verification:

Date:

Notice of "No Bid" Form

CITY OF ALPHARETTA NOTICE OF "NO BID"



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

SOLICITATION # _____

CLOSING/DUE DATE _____

IMPORTANT NOTICE – Please read

It is important to the City of Alpharetta to receive a reply from all invited bidders. There is no obligation to submit a bid, quotation, or proposal.

INSTRUCTIONS:

If you are unable, or do not wish to participate on this bid, quotation, or proposal, please complete this form in full and forward to the City's procurement division at the contact information provided below.

State your reason for not participating by checking the applicable space(s) or by explaining briefly in the space provided. If submitting a Notice of "No Bid", it is not necessary to return any other bid/quotation/proposal information in connection with this solicitation.

1. We do not manufacture/supply the commodity _____
2. We do not manufacture/supply to the specification _____
3. Cannot handle due to present work load _____
4. Quantity/job too large _____
5. Quantity/job too small _____
6. Cannot meet delivery/completion requirements _____
7. Agreements with distributors/dealers do not permit us to sell direct _____
8. Licensing restrictions _____

Other reasons/additional comments: _____

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Firm Name

Firm Address

Signature of Person Authorized to Bind this Firm

Date

Typed or Printed Name and Title

Phone Number and E-mail Address

Email, Fax, or Mail to the Procurement Agent in charge of this solicitation at the contact number/address listed in Section 1.0. Mark the correspondence as "Notice of No Bid".

APPENDIX B: CITY OF ALPHARETTA TAX FORMS

ST-5 (Rev. 9/2014)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: _____ (SUPPLIER) _____ (DATE)

(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

- ☐ 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
- ☒ 2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
- ☐ 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
- ☐ 4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
- ☐ 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
- ☐ 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
- ☐ 7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: CITY OF ALPHARETTA Sales Tax Number: 301-682441

Business Address: 2 PARK PLAZA Alpharetta State: GA Zip Code: 30009

Purchaser's Name: THOMAS G. HARRIS Signature: [Signature] Title: FIN DIRECTOR

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	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. City of Alpharetta	
	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) ▶ Governmental Entity (Tax Exempt)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 2 Park Plaza 6 City, state, and ZIP code Alpharetta, GA 30009 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> 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 - 6 0 1 1 4 5 4

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 ▶ <i>Thomas L. Harro</i> Date ▶ <i>4/9/15</i>

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 <i>What is backup withholding?</i> 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 <i>What is FATCA reporting?</i> on page 2 for further information.
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Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, or RFQ as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, or RFQ is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

Procurement Officer: Director of Finance or his/her designee.

Project: the entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, or RFQ and the Contract Documents and as generally described in the title to this ITB, RFP, or RFQ.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called RFQ, Request for Qualified Contractors, or RFQC): The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Statement of Qualifications (also called SOQ): Response to an RFQ which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: SAMPLE CONTRACT DOCUMENTS

This section contains the sample contract for this project and other documents required of the Bidder awarded the contract for this project.

Sample Contract Agreement

CONTRACT NAME: Wills Park Batting Pavilion
CONTRACT NO. 17-001

**WILLS PARK BATTING PAVILION
(INVITATION TO BID NO. 17-001)**

THIS AGREEMENT made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and [REDACTED], a Georgia **insert - corporation - or - limited liability company - etc.** with its principal office located at [REDACTED] (hereinafter, "CONTRACTOR").

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

WILLS PARK BATTING PAVILION, including, but not limited to: Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage. The work shall be completed in a way as to minimize the impact to the park patrons and public.

For CONTRACTOR'S performance and completion of the Project, CITY shall pay CONTRACTOR a fee in accordance with the unit costs established in CONTRACTOR'S Bid and as finally awarded by the City for a total sum not to exceed [REDACTED] **DOLLARS (\$ [REDACTED])**. At CONTRACTOR'S own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds, permitting, pre-fabricated metal building design, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 17-001 CONTRACTOR'S Bid, the Plans and Specifications and/or Technical Specifications and Details, including all explanatory matter thereof, as prepared by the CITY, and the Contract Documents, all of which are made a part hereof and collectively constitute the Contract (hereinafter, the "Work").

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

Upon CONTRACTOR'S breach of any material provision of this Contract which breach remains uncured after ten (10) days written notice of default, CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR'S bonds. Upon CITY'S breach of any material provision of this Contract, which breach remains uncured after ten (10) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY'S convenience upon not less than seven (7) days written notice to the CONTRACTOR. In the event of such termination, the CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

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

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

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

Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment within one hundred twenty days (120) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to completion.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in three counterparts, each of which shall be deemed an original.

Executed DOCUSIGN DATE OF MAYOR'S SIGNATURE

CITY OF ALPHARETTA, GEORGIA

David Belle Isle, Mayor

Approved as to Content:

INSERT DEPARTMENT DIRECTOR AND DEPARTMENT

Approved as to form:

Scott T. Hastey, Asst. City Attorney

[INSERT CONTRACTOR FIRM NAME]

[INSERT SIGNER'S NAME AND TITLE]

100% Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter call **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter call **CITY**, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 201____, entered into a contract with **CITY** for:

WILLS PARK BATTING PAVILION, including, but not limited to: Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **CONTRACTOR** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **CITY**.

Whenever **CONTRACTOR** shall be, and declared by **CITY** to be in default under the Contract, the **CITY** having performed **CITY**'s obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **CITY** elects, upon determination by the **CITY** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **CITY**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **CITY** to **CONTRACTOR** under the Contract and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.

100% Performance Bond

Page 2 of 2

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **CITY** of the work thereunder.

Signed and sealed this _____ day of _____, 201____.

In the presence of:

Contractor: _____

Witness

By: _____ (Seal)

Surety: _____

Witness

By: _____ (Seal)
Georgia Representative

Surety Contact Information:

Address:

Phone:

Fax:

Email:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter call **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter call **CITY**, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 201____, entered into a contract with **CITY** for:

WILLS PARK BATTING PAVILION, including, but not limited to: Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage.

in accordance with drawings and specifications prepared by **CITY**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the **CONTRACTOR** or with a Subcontractor of the **CONTRACTOR** for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named **CONTRACTOR** and **Surety** hereby jointly and severally agree with the **CITY** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **CITY** shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the **CONTRACTOR**, shall have given written notice to any two of the following: the **CONTRACTOR**, the **CITY**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the

100% Labor And Material Payment Bond

Page 2 of 3

last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **CONTRACTOR**, the **CITY**, or the **Surety**, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by **CITY** of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the **CITY** or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 201__.

In the presence of:

Contractor: _____

By: _____ (Seal)

Witness

Surety: _____

By: _____ (Seal)

Witness

Georgia Representative

100% Labor And Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address:

Phone:

Fax:

Email:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Final Affidavit

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials,
equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

WILLS PARK BATTING PAVILION, including, but not limited to: Construction of an approximately 7000 square feet batting pavilion at Wills Park near fields 1 - 4. The pavilion will house (5) large batting cages, (1) pitching lane, and a soft toss area. This pavilion will be on a concrete slab with a roof, but no walls, enclosed with black vinyl link fence and lighted for night time usage.

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which **CITY** on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the
firm of _____; that they have read the above statement;
and that to the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

1. All work shall be prepared in accordance with all applicable National, State, & Local Codes & Regulations including the Americans with Disabilities Act.
2. The Architect may authorize at any point minor changes in work not involving adjustments in contract sum via Architect's Supplemental Instructions (ASI) which are consistent with the intent of the Contract Documents.
3. All Drawings, Specifications, & other documents prepared by the Architect & Architect's consultants are instruments of service solely for this project.
4. The General Contractor shall review Plans, Elevations, & Details before determining the elevation of the finished floor above finished grade. Site conditions may require modifications to such design elements as the number of steps to grade, etc - coordinate w/ Architect.
5. The General Contractor shall visit the site and surrounding areas to become familiar with the work required prior to any on-site construction or mobilization.
6. The Architect shall not be responsible for the construction means, methods, techniques, sequences, or procedures or safety regulations in connection with work. These shall be the sole responsibility of the Contractor under these Construction Documents.
7. All existing conditions shall be field verified by the General Contractor prior to construction.
8. All dimensions and elevations shall be checked by the General Contractor prior to construction. Any adjustments and / or corrections shall be marked and brought to the attention of the Architect prior to construction.
9. All dimensions are taken to the face of stud or outside face of concrete or block unless noted otherwise.
10. The contractor is cautioned against scaling construction documents. If any discrepancies exist, the contractor shall contact the architect prior to proceeding with work.
11. The General Contractor shall assume responsibility to account for non-typical soils conditions including, but not limited to, the presence of clay or ground water.
12. See Plans and Elevations for window alignments, type, and muntin patters. Window sizes are as specified. Notify Architect if specified size is not available from Manufacturer.
13. Provide flashing at all windows and doors in exterior walls throughout. Provide all wall, base, cap, thru-wall, and counter flashing required to prevent entrance of moisture and water into building.
14. Provide moisture resistant gypsum board (DensGlass/ paperless) in all "wet" areas.
15. The General Contractor shall review floor finishes. All finished floors shall be flush to adjacent floor systems whether of similar or dissimilar materials.
16. Coordinate location of utility meters with site plan. Minimize visual impact of meters by keeping them as low as possible.
17. The General Contractor shall compare Architectural plans and sections with Structural / MEP Plans and Sections and report any discrepancies to the Architect prior to fabrication, erection or installation of any structural / MEP members.
18. All Structural, MEP, Fire Safety, and Civil documents are by others.
19. The Contractor is responsible for providing all special inspections as required by Chapter 17 of the International Building Code.

Minimum Standard Codes as Mandated by the Georgia Department of Community Affairs:

- International Building Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- International Residential Code, 2012 Edition, with Georgia Amendments (2014) (2014 Prescriptive Deck Details)(2015)
- International Fire Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- International Fuel Gas Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- International Mechanical Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- International Plumbing Code, 2012 Edition, with Georgia Amendments (2014)(2015)
- National Electrical Code, 2014 Edition, with no Georgia Amendments
- International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments (2011) (2012)
- 2012 NFPA 101 Life Safety Code
- 2010 ADA Standards

Call the City of Alpharetta Inspections Department Division for the latest addition in force and for any amendments to these codes. Enforcement of these codes is the responsibility of the City of Alpharetta and all questions relating to it should be directed to the Building Inspections Department.

Building Occupancy Classification (LSC 2012 Chapter 6)		6.1.2 - Assembly (IBC Sect. 303 - Assembly Group A-5)	
Area Allowed per Floor (IBC 2012 - Table 503)		"A" Occupancy - Unlimited	
Area Provided per Floor		6,956 sf	
Occupant Load (LSC 2012 - 7.3.1.2 Table)		6,956 SF / 50 = 139 OCCUPANTS	
Type of Construction (IBC 2012 - 602.5)		VB unprotected, non-sprinkled	
Building Height Allowance (IBC 2012 - Table 503)		Unlimited	
Building Height Provided		±20' - 4"	
High Rise Criteria Invoked		☐ Yes ☒ No (Building top floor is less than 75' above lowest level for fire truck access)	
Number of Stories Allowed (IBC 2012 - Table 503)		Unlimited	
Number of Stories Provided		1 Stories	
Fire Rating (IBC 2012 - Table 601)		Walls & Partitions	Opening Protectives (IBC - Table 716.5)
Mixed Occupancy Separation Rating (Table 508.4)		N/A	N/A
Fire Partitions (IBC 2012 - 708.1)		N/A	N/A
Bearing Walls (Exterior)		N/A	N/A
Bearing Walls (Interior)		N/A	N/A
Corridor Walls (IBC 2012 - Table 1018.1)		N/A	N/A
Stair wells		N/A	N/A
Elevator Walls		N/A	N/A
Trash Chute Enclosure		N/A	N/A
Structural Columns		0	0
Structural Beams		0	0
Floor / Ceiling Assembly		0	0
Roof Assembly		0	0
Smoke Separation / Draftstopping (IBC 2012 - 717.4.3)		Required: ☐ Yes ☒ No	Provided: ☐ Yes ☒ No
Fire Protection System (LSC 2012)		None	
Sprinkler System		Required: ☐ Yes ☒ No	
		Provided: ☐ Yes ☒ No	
Stand Pipes Required		☐ Yes ☒ No	
		Type: ☐ Wet ☐ Dry	
Fire Extinguishers 10 lb ABC Surface Mounted		Max Distance Allowed: 75 feet	
Stairs (LSC 2012 - Table A.7.3.3.2)			
Stair Width		Min. Width Required: 36"	Min. Width Provided: N/A
Number of Floors Connected		None	
Exits Required (LSC 2012)		Per Building: - 2	
		Per Floor: - 2	
Per Room		N/A	
Horizontal Exits Provided		2	
Travel Distance (LSC 2012 - Table A.7.6)		Maximum Allowed: 150' (unsprinkled)	Maximum Provided: ±135'
Dead End Corridor (LSC 2012 - Table A.7.6)		Maximum Allowed: 20'	Maximum Provided: N/A
Units of Egress (LSC 2012 - Table 7.3.3.1)		Required: 2	Provided: 2
Roof Access (IBC 2012)		☐ Stair ☐ Ladder ☐ Stair Tower ☒ N/A	
Attic Ventilation Required (IBC 2012)		☐ Yes ☒ No	

Demolition of existing batting cage. Construct replacement batting pavilion

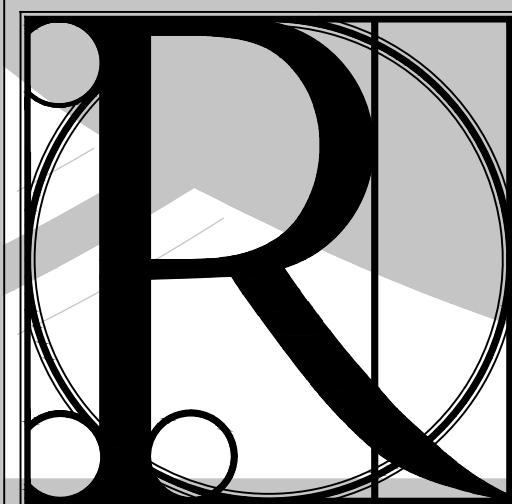
		Progress Set - 09/15/2015	Bid Set - 02/02/2016	Permit Set - 09/02/2016
CS	Cover Sheet	●	●	●
	Architectural			
LSP	Life Safety Plan	●	●	●
A-1.1	Existing / Demolition Site Plan	●	●	●
A-1.2	Proposed Site Plan	●	●	●
A-1.3	Proposed Slab Plan & Column Layout	●	●	●
A-2.1	RCP	●	●	●
A-3.1	Roof Plan	●	●	●
A-4.1	Exterior Elevations	●	●	●
A-5.1	Sections & Details	●	●	●
	Civil			
ESC-1	Erosion, Sediment Control			●
C-1.1	Enhanced Swale Details	●	●	●
C-1.2	Erosion Control Details	●	●	●
	Structural			
S-1.1	Foundation Plan	●	●	●
S-1.2	Foundation Details	●	●	●
	Electrical			
E-1.1	Electrical Plan	●	●	●

Contact: Mike Perry
1825 Old Milton Pkwy
Alpharetta, GA 30009
cell: 678.297.6103
email: mperry@alpharetta.ga.us

Contact: Rick LaRosa
1480 Shiloh Road, Suite 300
Kennesaw, GA 30144
tel 770.790.3655
fax 770.790.3650
Email: rlarosa@rdesignworks.com



Contact: Steve Dunlap
3440 Blue Springs Rd
Kennesaw, GA 30144
tel 678.581.1000
Email: sdunlapassociates@yahoo.com



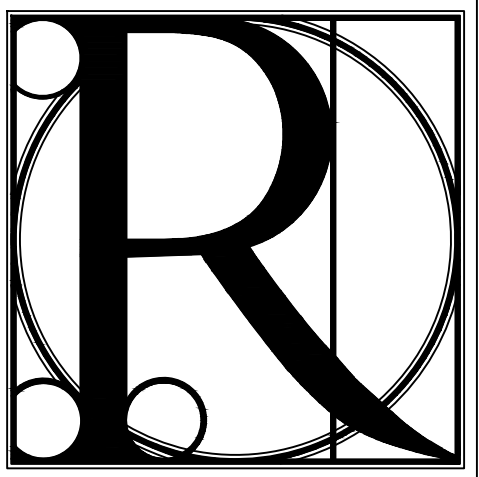
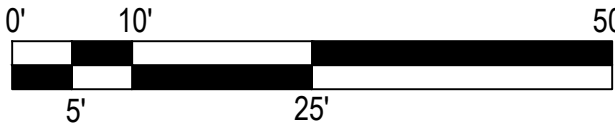
1480 Shiloh Rd, Ste 300 tel 770.790.3655
Kennesaw, Ga 30144 fax 770.790.3656

722 Black Dog Trail tel 706.374.4304
P.O. Box 441
Morganton, GA 30560

www.rdesignworks.com



A LIFE SAFETY PLAN
SCALE: 1/16" = 1'-0"



**DESIGN
WORKS**

COBB COUNTY:
1480 Shiloh Road NW
Suite #300
Kennesaw, GA 30144
Phone 770.790.3655
Fax 770.790.3650

FANNIN COUNTY:
722 Black Dog Trail
P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

TITLE: LIFE SAFETY PLAN

PROJECT: WILLS PARK BATTING PAVILION
ALPHARETTA, GA

ISSUE:

REVISIONS:

SEAL



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DATE:

S.S.

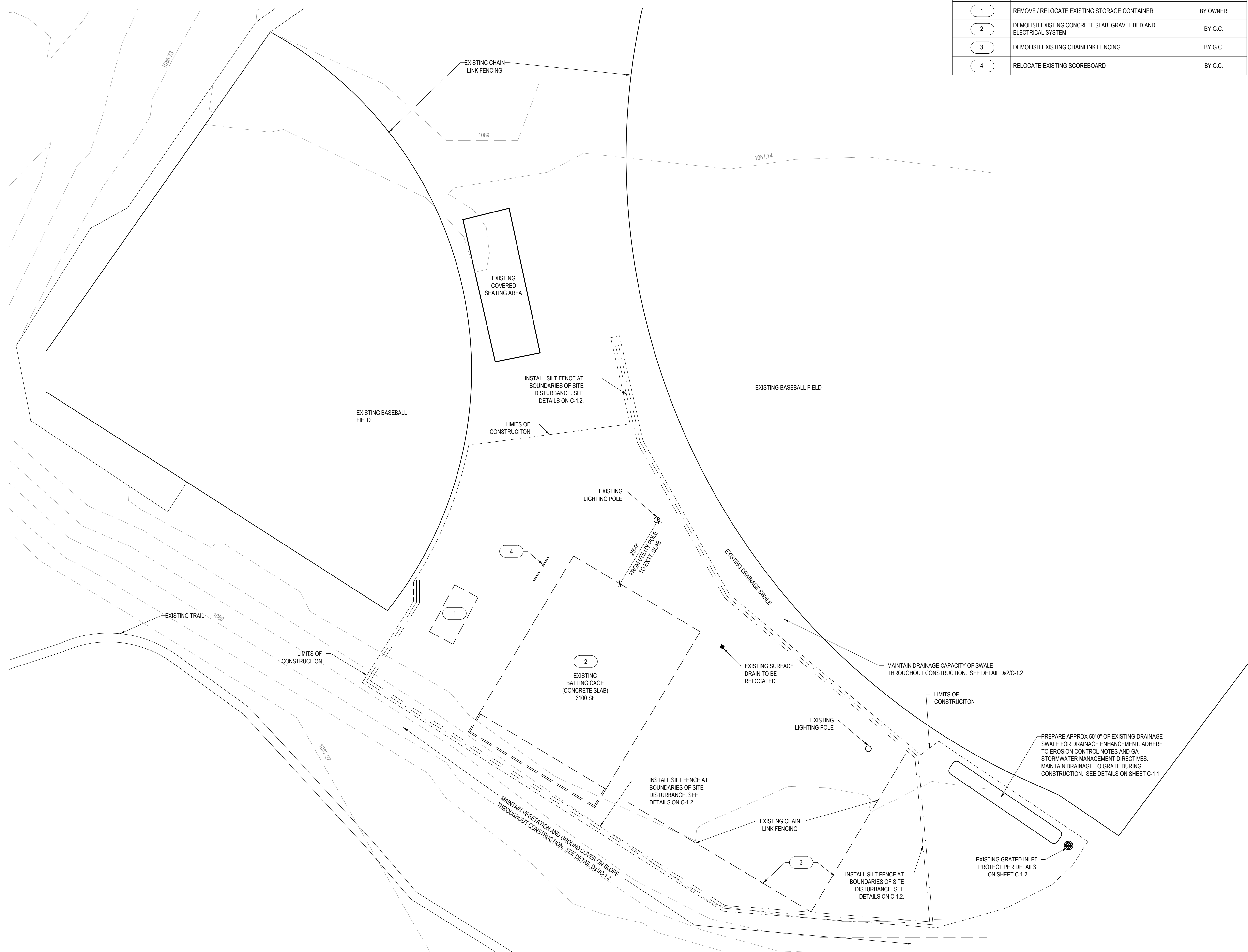
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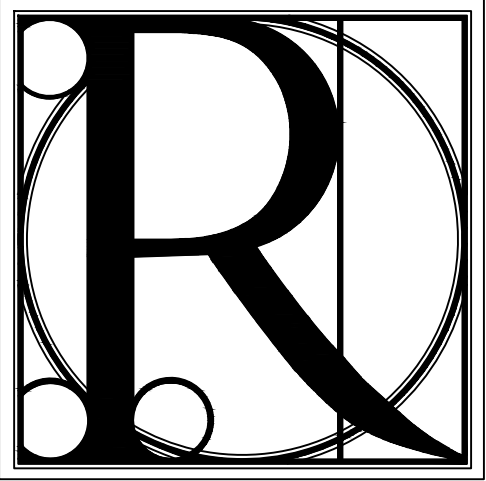
1509

LSP



GENERAL DEMOLITION NOTES		
SYMBOL	DESCRIPTION	REMARKS
1	REMOVE / RELOCATE EXISTING STORAGE CONTAINER	BY OWNER
2	DEMOLISH EXISTING CONCRETE SLAB, GRAVEL BED AND ELECTRICAL SYSTEM	BY G.C.
3	DEMOLISH EXISTING CHAINLINK FENCING	BY G.C.
4	RELOCATE EXISTING SCOREBOARD	BY G.C.

EXISTING / DEMOLITION SITE PLAN
SCALE: 1/16" = 1'-0"



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DEMOLITION/EROSION CONTROL PLAN

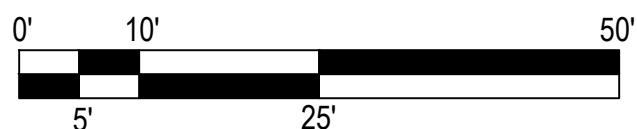
WILLS PARK BATTING PAVILION
ALPHARETTA, GA

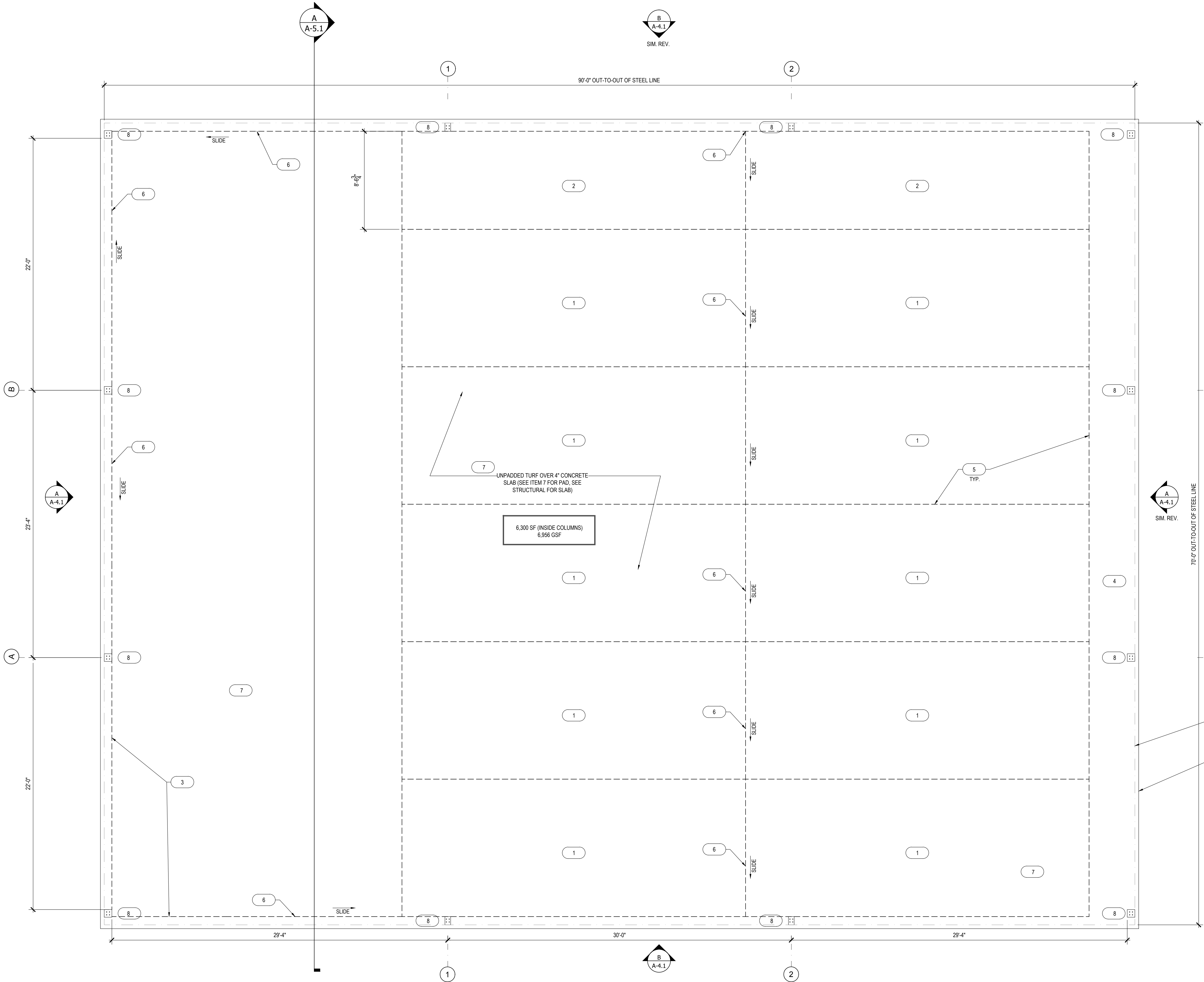
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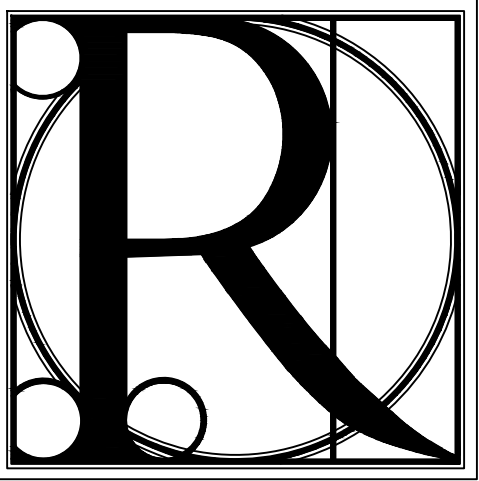




KEYNOTES		
SYMBOL	DESCRIPTION	REMARKS
1	12' X 60' BATTING CAGE	SECURE OWNER APPROVAL OF FINAL PRODUCT.
2	8'-6 1/2' X 60' PITCHING LANE	
3	10' X 30' SOFT TOSS AREA	
4	4' X 70' WALK	
5	#36 NYLON NETTING W/ NYLON CORD	BETTER BASEBALL PRODUCT. or equal. OWNER APPROVAL.
6	RETRACTABLE #36 NYLON CURTAIN NETTING W/ NYLON CORD	SECURE OWNER APPROVAL OF FINAL PRODUCT.
7	UNPADDED TURF	BETTER BASEBALL. or equal PL705 Color: Green Pile Ht: 9/16", Pile Wt: 36 oz
8	PADDED COLUMNS (TYPICAL FOR ALL COLUMNS).	AALCO PRODUCT. or equal kennyhoward@aalcose.com 770-983-5797.

GENERAL CONSTRUCTION NOTES:

- SECURE OWNER APPROVAL OF ALL BATTING PRODUCTS NOTED ON DRAWINGS.
- BUILDING STRUCTURE TO CONSIST OF PRE-ENGINEERED RIGID FRAME BENTS CLEAR SPANNING FROM COLUMN LINE A TO COLUMN LINE F.
- BUILDING TO BE OPEN WITH STANDING SEAM METAL ROOF OR EQUAL.
- METAL BUILDING DESIGN BASIS SBS, INC.



**DESIGN
WORKS**

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Suite #300
Kennesaw, GA 30144
Phone 770.790.3655
Fax 770.790.3650

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722 Black Dog Trail
P.O. Box 639
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Phone 706.374.4304

TITLE: **PROPOSED SLABPLAN & COLUMN LAYOUT**

PROJECT: **WILLS PARK BATTING PAVILION
ALPHARETTA, GA**

TITLE:

PROJECT:

ISSUE:

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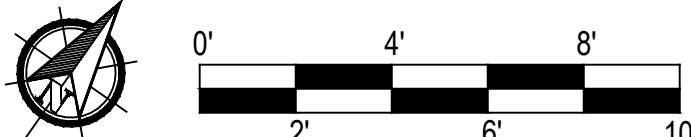
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PROPOSED SLAB PLAN & COLUMN LAYOUT
SCALE: 1/4" = 1'-0"



LIGHTING SCHEDULE					
SYM	MANUFACTURER	MODEL#	DESCRIPTION	ELEC. REQUIREMENTS	QUANTITY
	*H.E. WILLIAMS, INC.	EGL2-4-L191/850-HIA	ENCLOSED GASKET LUMINAIRE	120V / 192W / 1.6A	15

*OR EQUIVALENT

1

2

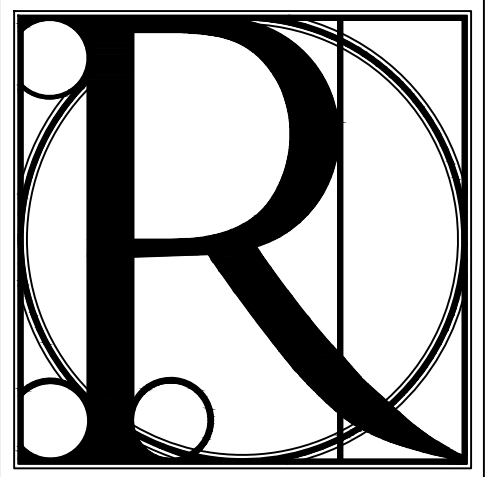
CEILING TYPE LEGEND

A

 - OPEN TO METAL PURLINS & DECK ABOVE.

STEEL LINE

EDGE OF FOUNDATION LINE



DESIGN
WORKS

COBB COUNTY:
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Phone 706.374.4304

TITLE: REFLECTED CEILING PLAN
PROJECT: WILLS PARK BATTING PAVILION
ALPHARETTA, GA

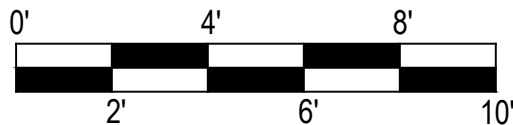
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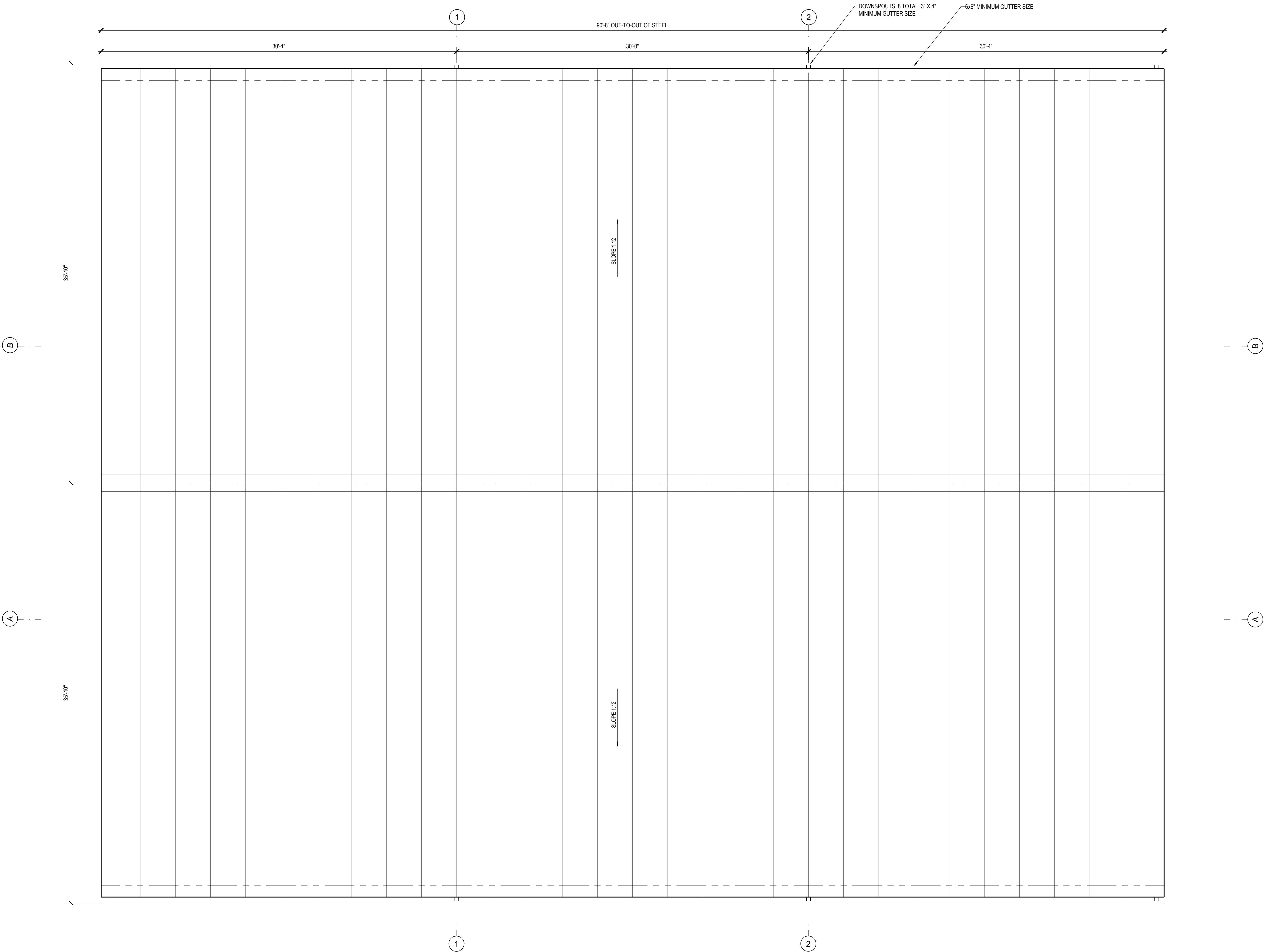
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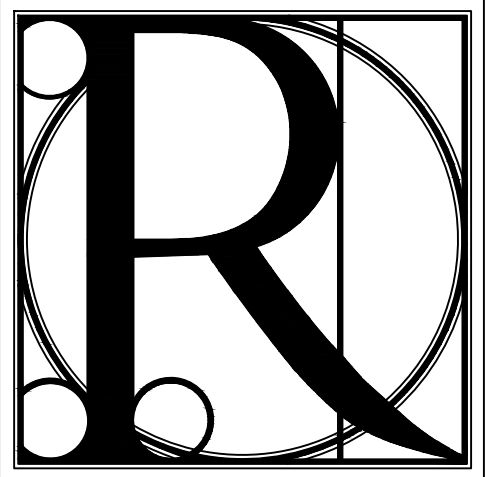
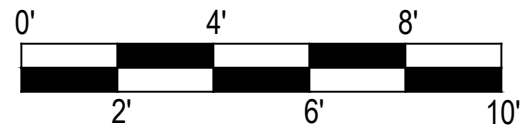
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A ROOF PLAN
SCALE: 1/4" = 1'-0"



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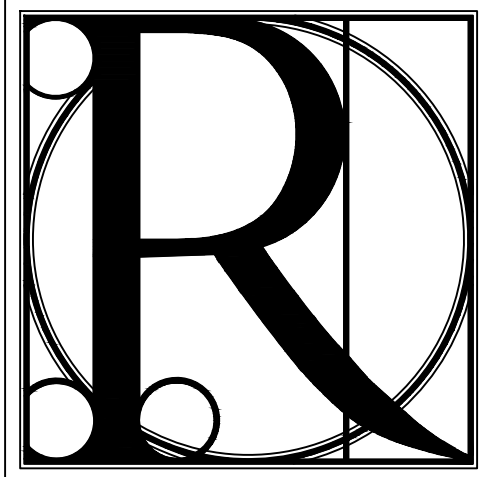
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PROJECT: **WILLS PARK BATTING PAVILION
ALPHARETTA, GA**

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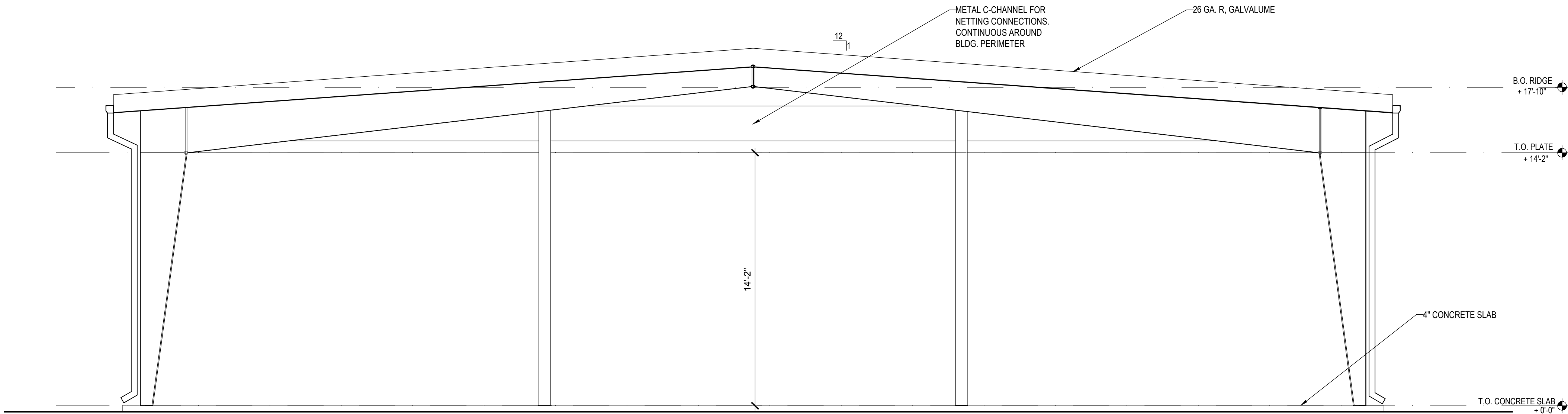
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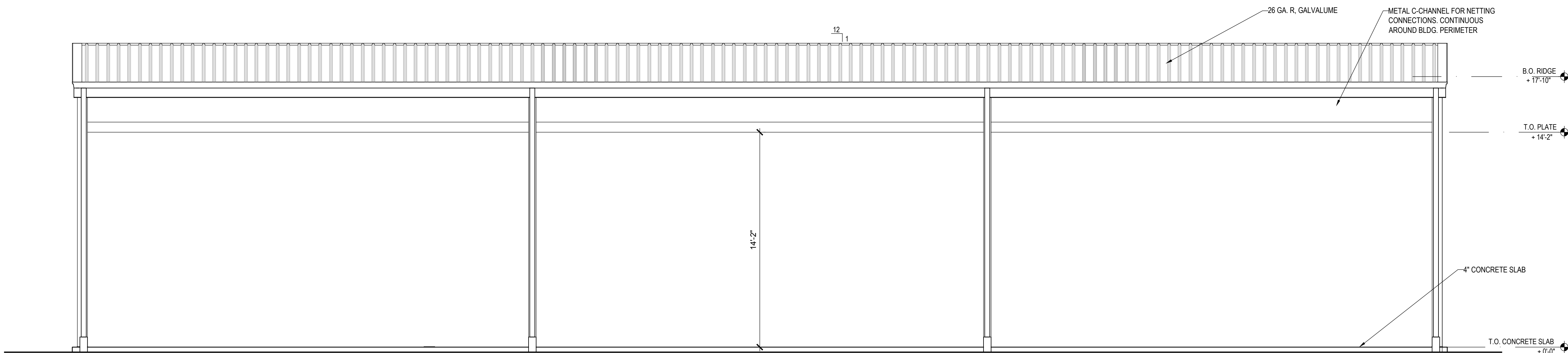
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Phone 706.374.4304



A END WALL ELEVATION
SCALE: 1/8" = 1'-0"



B SIDE WALL ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATIONS

WILLS PARK BATTING PAVILION
ALPHARETTA, GA

TITLE:

PROJECT:

ISSUE:

REVISIONS:

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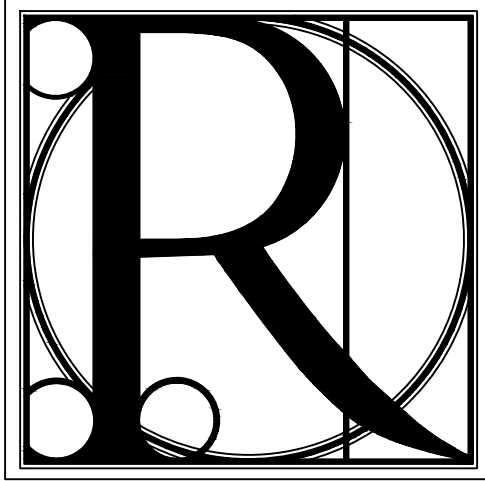
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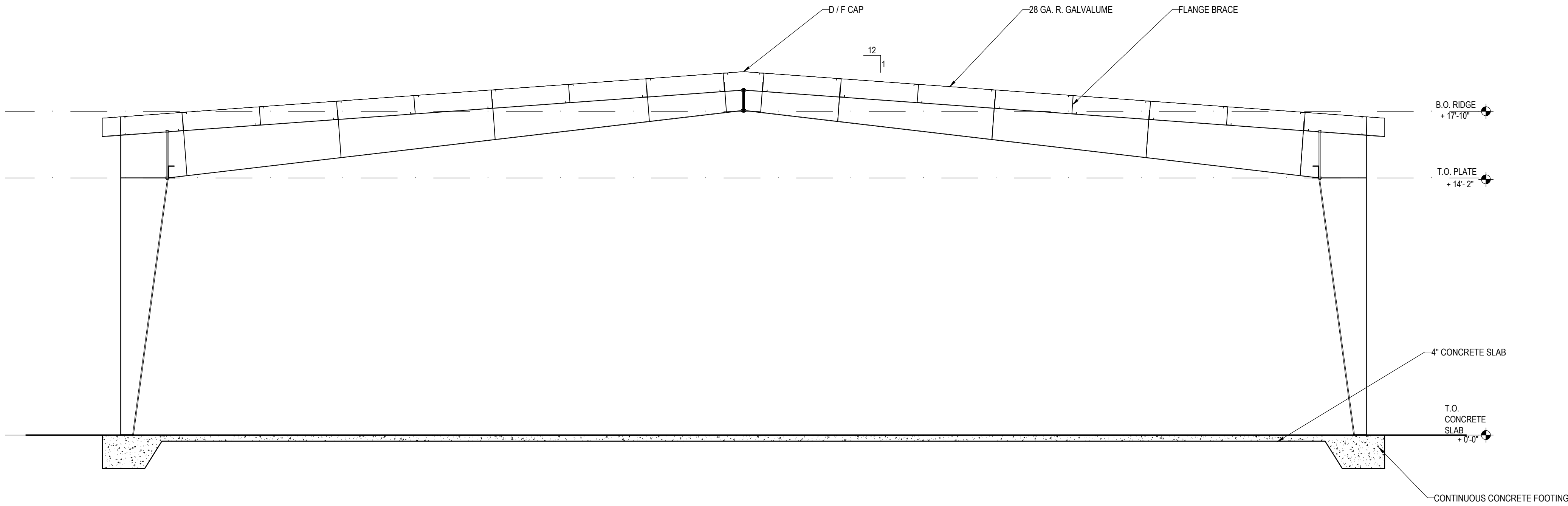
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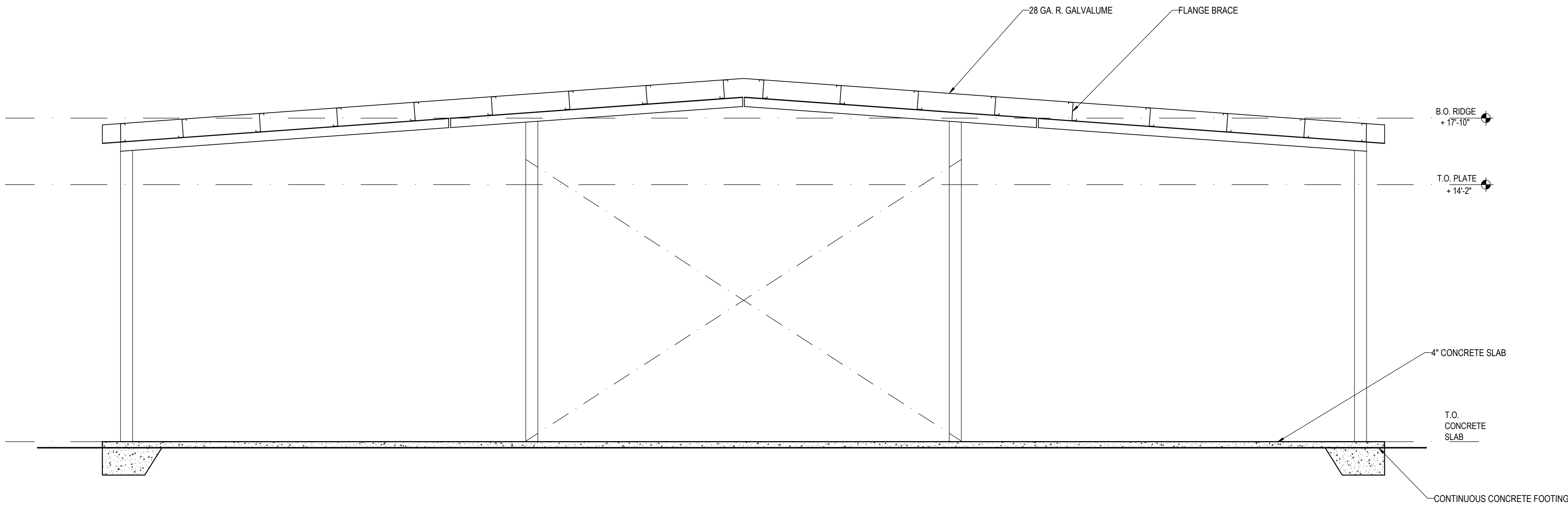
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A BUILDING SECTION
SCALE: 1/4" = 1'-0"



B END WALL FRAMING ELEVATION
SCALE: 1/4" = 1'-0"

SECTIONS & DETAILS

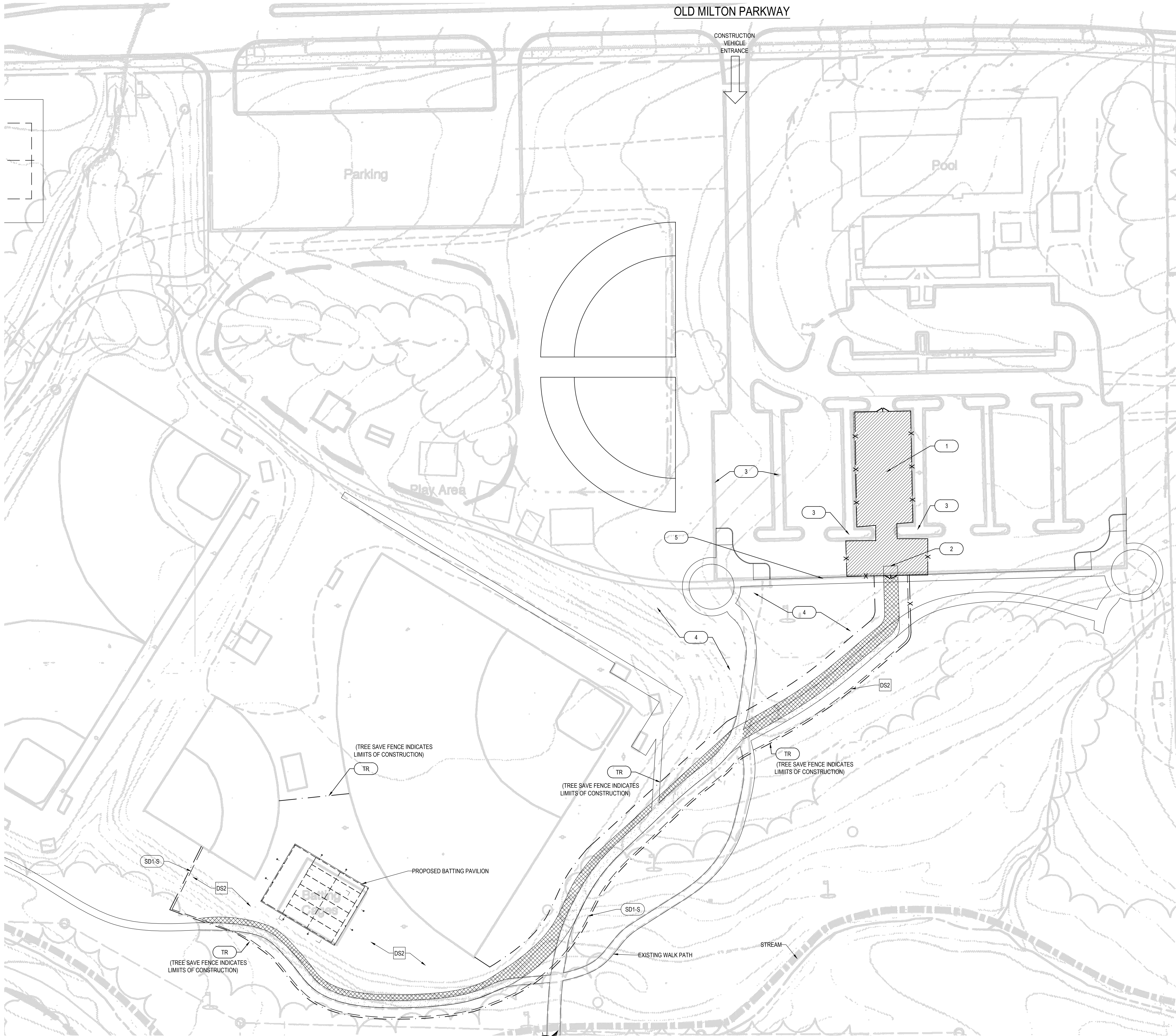
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PROJECT: **ALPHARETTA, GA**

TITLE:	PROJECT:
ISSUE:	REVISIONS:

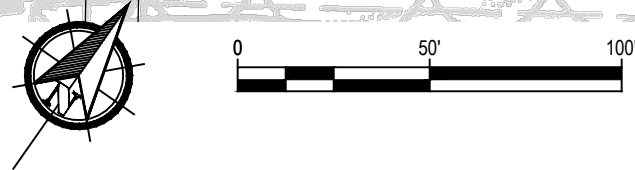
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PROJECT NO.:	SHEET NO.:
1509	A-5.1



A EROSION, SEDIMENT CONTROL
SCALE: 1" = 50'-0"



EROSION CONTROL LEGEND	
SYM	DESCRIPTION
	EXISTING PAVED WALK PATH. GC TO REPAIR/REPLACE AS NEEDED UPON COMPLETION OF CONSTRUCTION TO LOOK LIKE NEW CONDITION.
	GC TO PROVIDE GEO TERRA MATS OR EQUAL PRODUCT ADJACENT TO EXISTING WALKPATH TO PROVIDE PROTECTION FOR EXISTING LANDSCAPE AREA. PROVIDE MIN. 10'-12' DRIVE WIDTH WHEN ADDED TO EXISTING WALKPATH PAVING. REPLACE EXISTING LANDSCAPE AS NEEDED UPON COMPLETION OF CONSTRUCTION TO LOOK LIKE NEW CONDITION.
TR	GC TO PROVIDE/INSTALL/REMOVE TREE SAVE FENCE.
SD1-S	GC TO PROVIDE/INSTALL/REMOVE EROSION CONTROL FENCE. SEE SHEET C-1.2 FOR DETAILS.
DS2	DISTURBED AREA STABILIZATION (TEMPORARY SEEDING)

KEYNOTES

- 1 DESIGNATED CONSTRUCTION STAGING AREA. GC TO RESTORE TO LIKE NEW CONDITION AT COMPLETION OF PROJECT.
- 2 GC TO PROVIDE RAMP TO PROTECT EXISTING CURB FROM DAMAGE DURING CONSTRUCTION.
- 3 GC TO ENSURE EXISTING PARKING LOT DRAINAGE IS NOT BLOCKED BY STAGED EQUIPMENT/MATERIALS.
- 4 GC TO ROUTE ALL EQUIPMENT/MATERIALS AROUND EXISTING TREES/ PLANTINGS IN THIS AREA.
- 5 GC TO MAINTAIN PEDESTRIAN USE OF SIDEWALK DURING CONSTRUCTION.

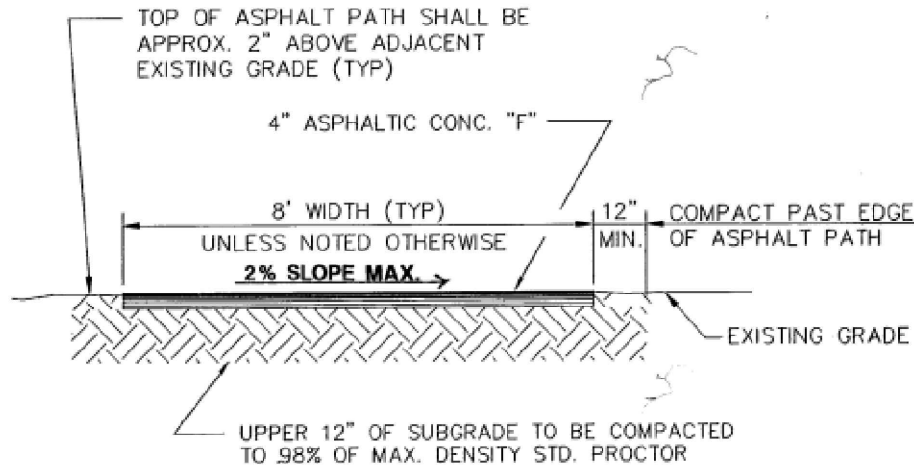
GENERAL KEYNOTES

GC TO VERIFY LOCATION OF EXISTING IRRIGATION LINES/UNDERGROUND UTILITIES PRIOR TO STARTING WORK. REPAIR/REPLACE ANY SYSTEM DAMAGED DURING CONSTRUCTION.

SEE DWG C-1.2 FOR STABILIZATION/ESC DETAILS/NOTES

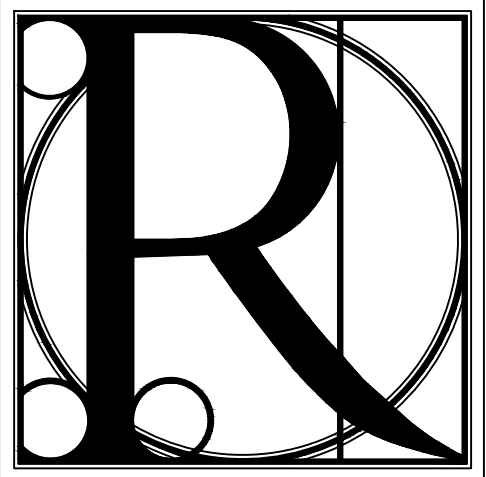
GC TO CLEAN & REPAIR DAMAGED WALK PATHS AS NEEDED TO LIKE NEW CONDITION. SEE DETAIL PROVIDED THIS DWG FOR PATH REPAIR

COORDINATE W/ PARKS & REC DEPT. FOR CLOSING OF WALK PATHS IN AREA OF WORK. CONTACT: MIKE PERRY - 678.297.6103



NOTE: PLACE GRAVEL BASE BENEATH ASPHALT PATH AS REQUIRED TO STABILIZE SOFT SUBGRADE AREAS. APPLY A QUANTITY OF 4.0 CY OF GRAVEL (NOT SPREAD). PERFORM SOIL TESTS TO DETERMINE EXTENT OF GRAVEL NEED

B ASPHALT PATH DETAIL
SCALE: NTS



**DESIGN
WORKS**

COBB COUNTY:
1480 Shiloh Road NW
Suite #300
Kennesaw, GA 30144
Phone 770.790.3655
Fax 770.790.3650

FANNIN COUNTY:
722 Black Dog Trail
P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

TITLE: EROSION, SEDIMENT CONTROL

PROJECT: WILLS PARK BATTING PAVILION
ALPHARETTA, GA

ISSUE:

REVISIONS:

SEAL



DRAWN BY:

DATE:

S.S.

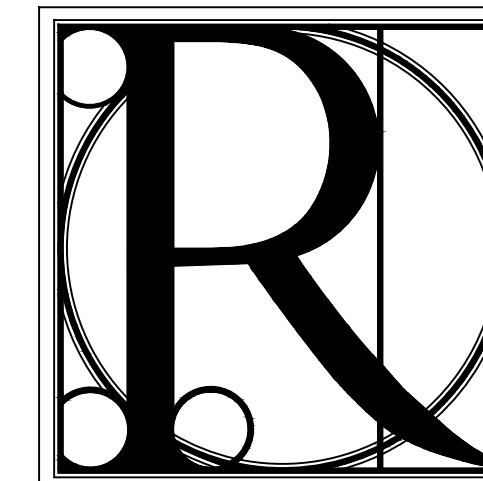
09.02.2016

PROJECT NO.

SHEET NO.:

1509

ESC-1



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722 Black Dog Trail
P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

ENHANCED SWALE DETAIL

TITLE: WILLS PARK BATTING PAVILION
PROJECT: ALPHARETTA, GA

TITLE:

ISSUE:

REVISIONS:

SEAL

DRAWN BY:

DATE:

K.W.

09.02.2016

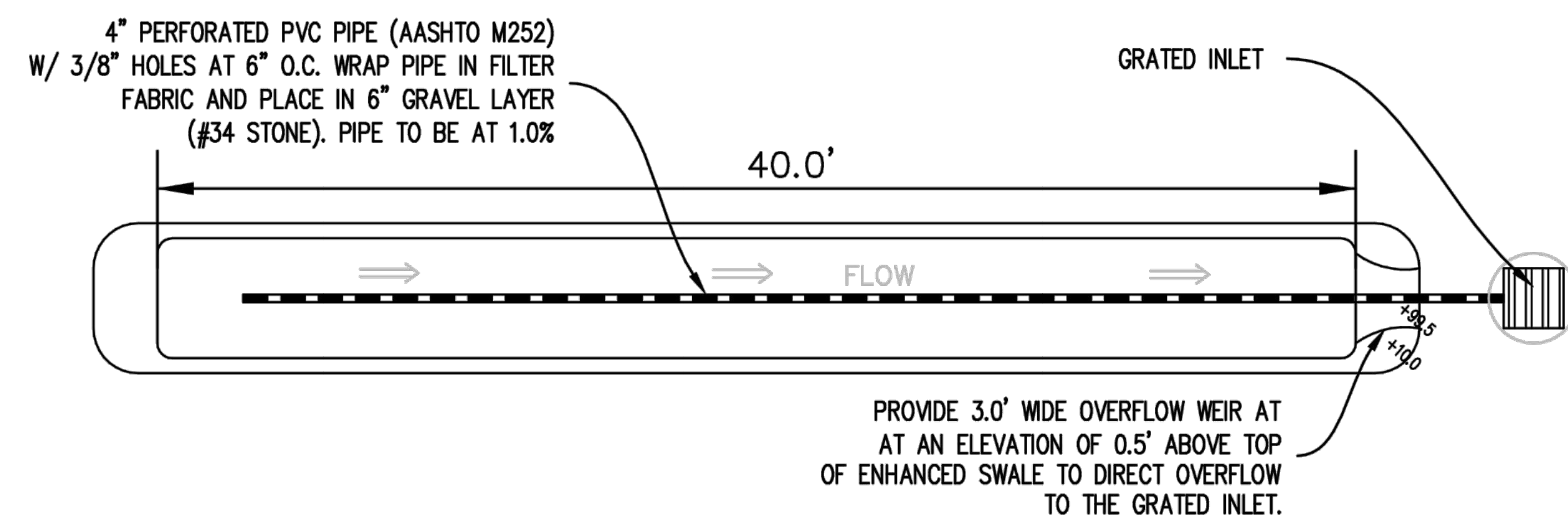
PROJECT NO.

SHEET NO.:

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C-1.1

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3.2.6.7 Inspection and Maintenance Requirements

Table 3.2.6-1 Typical Maintenance Activities for Enhanced Swales
(Source: WMI, 1997; Pitt, 1997)

Activity	Schedule
• For dry swales, mow grass to maintain a height of 4 to 6 inches. Remove grass clippings.	As needed (frequent/seasonally)
• Inspect grass along side slopes for erosion and formation of rills or gullies and correct. • Remove trash and debris accumulated in the inflow forebay. • Inspect and correct erosion problems in the sand/soil bed of dry swales. • Based on inspection, plant an alternative grass species if the original grass cover has not been successfully established. • Replant wetland species (for wet swale) if not sufficiently established. • Inspect pea gravel diaphragm for clogging and correct the problem.	Annually (Semi-annually the first year)
• Roto-till or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours. • Remove sediment build-up within the bottom of the swale once it has accumulated to 25% of the original design volume.	As needed

Regular inspection and maintenance is critical to the effective operation of an enhanced swale system as designed. Maintenance responsibility for a dry or wet swale should be vested with a responsible authority by means of a legally binding and enforceable maintenance agreement that is executed as a condition of plan approval.

Wills Park Batting Cages Water Quality Calculations

Water Quality Volume Calculations:

Batting Cages:

0.09 Acres of Impervious in 0.09 Total Acres

100.0% Impervious Area

$WQv = 1.2 (0.05 + 0.009(100)) 0.09/12 = 0.009$ ac-ft

$WQv = 0.009$ ac-ft = 392 cu. ft.

Total Drainage Area to Storm Drain:

5.8 Acres of Area

$Q = cIA = 0.40 (8.29) (5.8) = 19.23$ c.f.s for 100 Year Storm

Overflow needs to be installed to allow for 6" of ponding in Enhanced Swale and minimum 8' wide for 100 year storm bypass.

Water Quality Volume Release Rates

Batting Cages – Dry Enhanced Swale:

$WQv = 0.009$ ac-ft = 392 cu. ft.

$WQv - \text{Dry Enhanced Swale Area (min.)} = 392$ cu.ft. = $(l \times w \times d) \times 0.40$

$w = 4$ ft $l = 40$ ft $d = 2.5$ ft $Vol = (5 \times 50 \times 2.5) \times 0.4 = 250$ cu.ft.

$w = 5$ ft $l = 40$ ft $d = 0.5$ ft $Vol = (6 \times 50 \times 0.5) = 150$ cu. ft.

'Avg. ED Release Rate = 0.009 ac-ft $(43,560$ ft²/ac) / $(24$ hr) $(3600$ sec/hr) = 0.0045 c.f.s.

Avg. Head = $(1003.00 - 1000.00)/2 = 1.5$ ft.

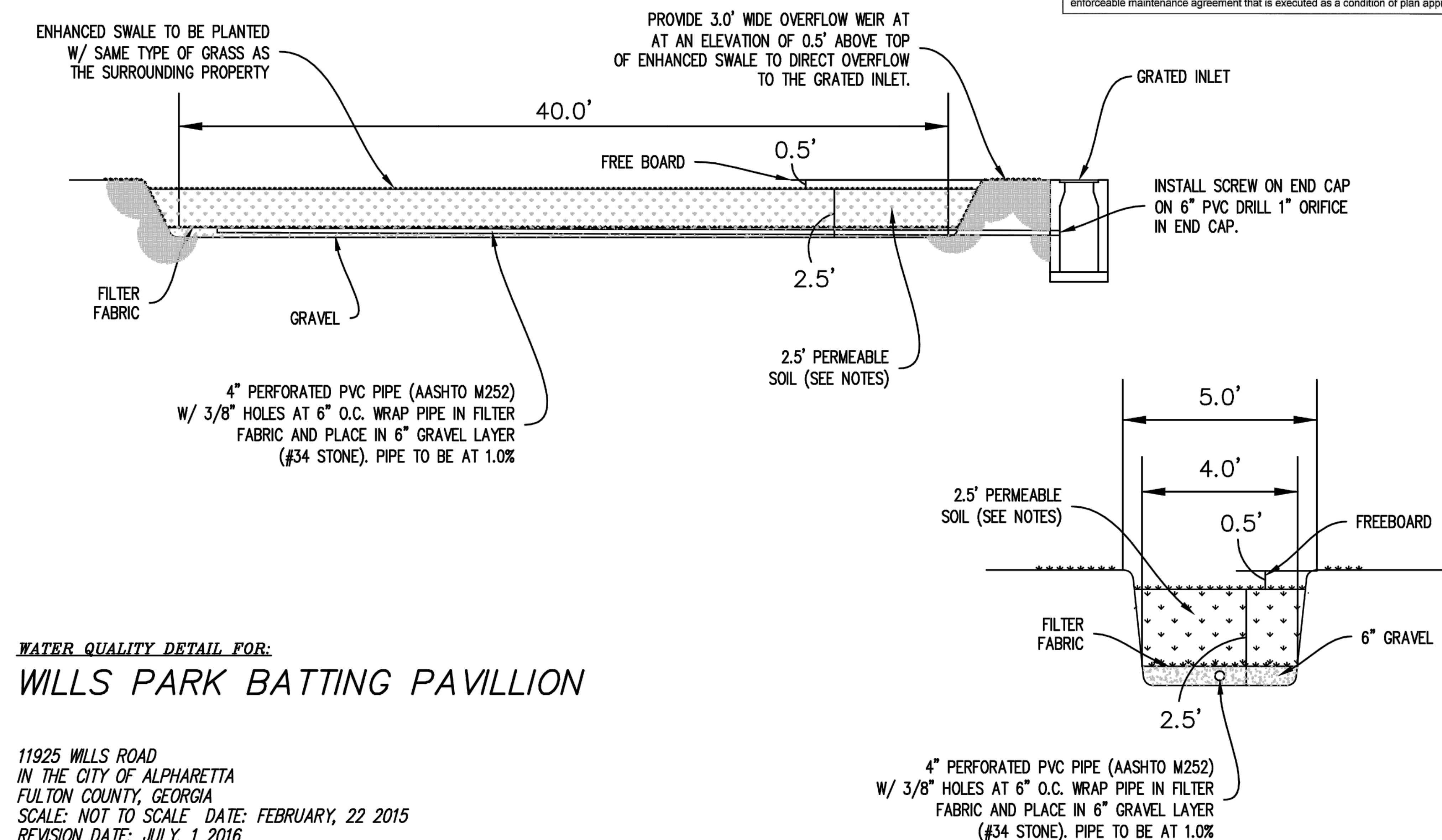
$A = (0.0045) / [(0.6)(2)(32.2)(1.5)]^{0.5} = 0.0008$ ft²

0.0008 ft² = $(3.14)d^2/4$

$d = [(4)(0.0008)/3.14]^{0.5} = 0.0312$ ft = 0.37 in use 1"

Underdrain System to be installed with 1" orifice to allow for 24 hour drainage of WQv

PLANTING SOILS SHOULD BE SANDY LOAM, LOAMY SAND, OR LOAM TEXTURE WITH CLAY CONTENT RANGING FROM 10 TO 25%. THE SOIL MUST HAVE A INFILTRATION RATE OF AT LEAST 0.5 INCHES PER HOUR AND A pH BETWEEN 5.5 TO 6.5. IN ADDITION, THE PLANTING SOIL SHOULD HAVE 1.5 TO 3% ORGANIC CONTENT AND A MAXIMUM 500 ppm CONCENTRATION OF SOLUBLE SALTS.



WATER QUALITY DETAIL FOR:

WILLS PARK BATTING PAVILLION

11925 WILLS ROAD
IN THE CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA
SCALE: NOT TO SCALE DATE: FEBRUARY, 22 2015
REVISION DATE: JULY, 1 2016

Trevor Consulting, Inc.

P.O. Box 1015 Canton, Ga 30169
PHONE: (678) 358-9619 FAX: (678) 222-4820

116005-1

ENHANCED SWALE
SCALE: NTS



TANNIN COUNTY:
22 Black Dog Trail
P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

FOUNDATION PLAN

WILLS PARK BATTING PAVILION
ALPHARETTA, GA

PROJECT:

ISSUE:

SIONS:

SEAL

9.02.2016

DRAWN BY:

DATE:

S.S.

09.02.2016

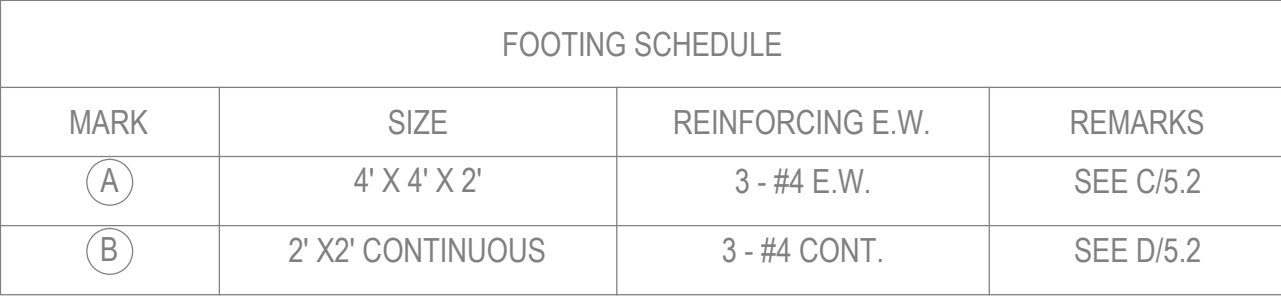
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STEEL LINE

EDGE OF FOUNDATION LINE

FOUNDATION AND SLAB-ON-GRADE

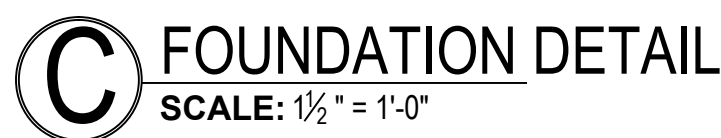
1. FOUNDATIONS ARE DESIGNED TO BEAR ON RESIDUAL, SOIL OR COMPACTED FILL WITH AN ALLOWABLE BEARING CAPACITY OF 2000 PSF. BEARING CAPACITY MUST BE VERIFIED BY A GEOTECHNICAL ENGINEER PRIOR TO CONCRETE PLACEMENT. IF SOIL IS CHOSEN AS A LESSER BEARING CAPACITY, THIS FOUNDATION SYSTEM IS VOID AND MUST BE RE-DESIGNED.
2. FILL SOILS SHALL HAVE COMPACTION TEST PERFORMED BY A GEOTECHNICAL ENGINEER.
3. FOUNDATION FOOTING ARE TO BE COMPACTED TO 98% OF THE STANDARD PROCTOR DENSITY; SOILS UNDER SLABS TO BE COMPACTED TO 95% OF THE STANDARD PROCTOR DENSITY.
4. PLACEMENT OF WELDED WIRE MESH IN SLAB, WHERE SPECIFIED, SHALL BE AT A CONSISTENT DEPTH OF "1" TO "2" FROM TOP OF SLAB. OVERLAP EACH REINFORCING SHEET WITH "6" IN SLAB. PLACE ALL CROSS WIRES ON EACH SIDE.
5. SLAB-ON-GRADE CONTROL JOINTS: SEE PLANS AND DETAILS.
6. SLAB-ON-GRADE: SEE PLANS AND DETAILS.

REINFORCED CONCRETE

1. ALL CONCRETE WORK SHALL CONFORM TO ACI 303 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", LATEST EDITION. DESIGN IS BASED ON ACI 318-05, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE". USE OF ALUMINUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
2. NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
3. CONCRETE COMPRESSIVE STRENGTH TEST RESULTS SHALL BE AVAILABLE AT THE JOB SITE.
4. SUBMIT CONCRETE TEST PERFORMED BY AN ACI CERTIFIED TESTING LABORATORY FOR SEVEN AND TWENTY-EIGHT DAY CONCRETE TEST CYLINDER BREAKS.
5. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
6. THE BOTTOM OF ALL FOUNDATIONS SHALL EXPOSED A MINIMUM OF 12" BELOW THE TOP OF FINISH GRADE.
7. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60.
8. UNLESS NOTED OTHERWISE, ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE THE FOLLOWING MINIMUM CONCRETE STRENGTHS.

FOUNDATIONS-----	4,000 PSI
SLAB-ON-GRADE-----	4,000 PSI

A FOUNDATION PLAN
SCALE: $\frac{1}{4}" = 1'-0"$



- METAL BUILDING NOTE:
1. WALL GIRTS SHALL BE OUTSET
 2. PRE-ENGINEERED METAL BUILDING PLANS SHALL BE AVAILABLE AT THE JOB SITE
 3. ROOF FRAMING IS NOT DESIGNED FOR FUTURE MECHANICAL EQUIPMENT, CRANES, ETC.
 4. COMPLETE METAL BUILDING FABRICATION AND ERECTION DRAWINGS FOR CONSTRUCTION OF THE STRUCTURAL STEEL FRAMING SHALL BE SUBMITTED PRIOR TO INSTALLATION TO BUILDING INSPECTIONS DEPARTMENT FOR REVIEW. PLANS SHALL BE SEALED AND SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF GEORGIA,

DESIGN WORKS

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Fax 770.790.3650

FANNIN COUNTY:
722 Black Dog Trail
P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

FOUNDATION DETAILS

WILLS PARK BATTING PAVILION
ALPHARETTA, GA

TITLE:

PROJECT:

ISSUE:

REVISIONS:



DRAWN BY:

DATE: _____

S.S.

09/23/2015

PROJECT NO.

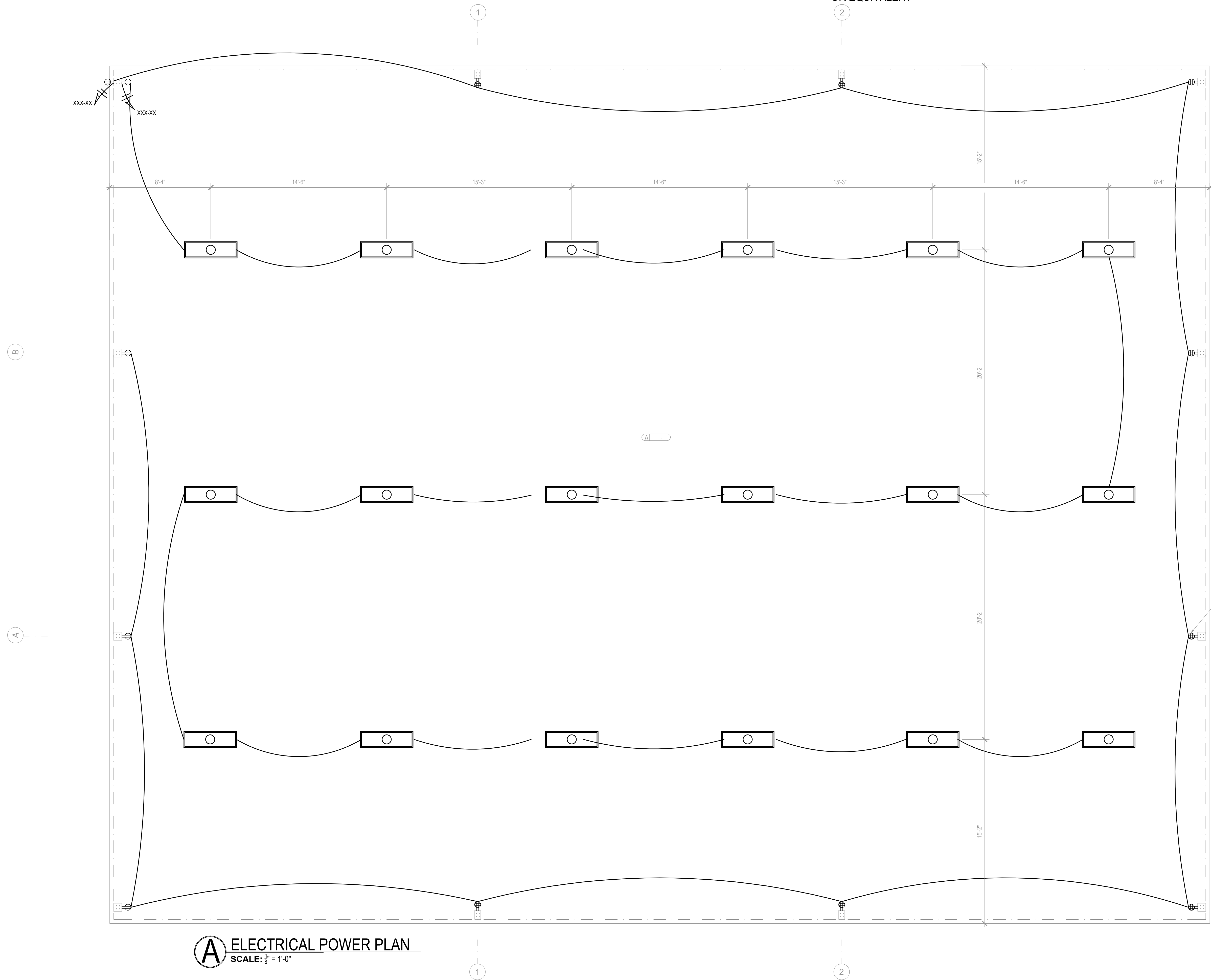
SHEET NO.:

1509

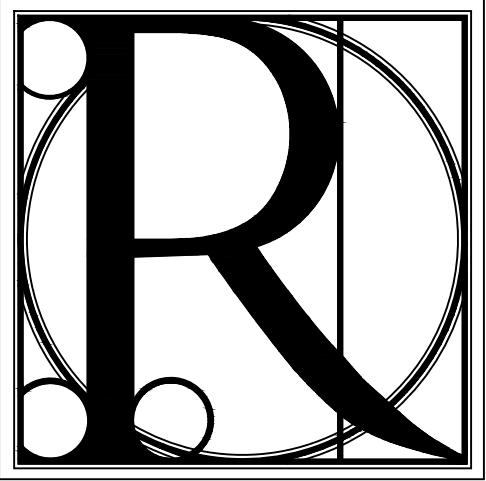
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LIGHTING SCHEDULE					
SYM	MANUFACTURER	MODEL#	DESCRIPTION	ELEC. REQUIREMENTS	QUANTITY
	*H.E. WILLIAMS, INC.	EGL2-4-L191/850-HIA	ENCLOSED GASKET LUMINAIRE	120V / 192W / 1.6A	15
*OR EQUIVALENT					



CEILING TYPE LEGEND	
A	OPEN TO METAL PURLINS & DECK ABOVE.



DESIGN WORKS

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P.O. Box 639
Blue Ridge, GA 30513
Phone 706.374.4304

ELECTRICAL PLAN

PROJECT: **WILL'S PARK BATTING PAVILION**
ALPHARETTA, GA

TITLE:	PROJECT:
ISSUE:	REVISIONS:

SEAL



DRAWN BY:	DATE:
K.W.	09.02.2016
PROJECT NO.	SHEET NO.:
1509	E-1.1



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By:

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE: DANGEROUS DRIVING EDUCATION PROGRAM

II. RECOMMENDATION:

Staff seeks authorization and approval to operate the Department of Public Safety's Dangerous Driving Program and to fully fund such program through the charging of a fee of \$75 per participant to be levied by the Alpharetta Municipal Court for the specific purpose of funding the program.

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: IT WOULD BE THE INTENT FOR THE
PROGRAM COSTS TO BE 100% COVERED BY THE FEES
COLLECTED.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Dangerous Driving Education Program Expenses (accounts TBD)	\$22,500.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Dangerous Driving Education Program User Fees (account TBD)	\$22,500.00

IV. REPORT IN BRIEF:

The Department of Public Safety's Dangerous Driving Program was started by the Community Services Unit as an educational 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 Dangerous Driving Course provided by the police department.

The Dangerous Driving course 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 needs to collect a fee to recover 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. The Finance and Public Safety Departments worked together to identify estimated costs and allocate over forecasted attendance to arrive at a defensible cost-recovery fee of \$75 per student. Assuming a roster of 25 students per class, offered 12 times a year, annual program costs total \$22,500. It is currently anticipated that this initiative will be part of the Mid-Year Budget to reflect program operations for the remainder of FY 2017.

V. ALTERNATIVES:

The program could be continued without moving to a fee-based model; however, that would mean that all equipment and personnel costs would have to be funded via tax dollars through the City budget.

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By:

Meeting Date: December 5, 2016

I. AGENDA ITEM TITLE:

FIRE ENGINE ACQUISITIONS: REPLACEMENT OF FIRE ENGINES #8476/#8477 AND FIRE LADDER TRUCK #8414 (RESOLUTION)

II. RECOMMENDATION:

Approve acquisition of two (2) replacement fire engines and one (1) fire aerial ladder truck (Pierce) through Ten-8 Fire and Safety Equipment of Georgia at a cost of \$2,330,524.54.

Adopt the attached Resolution authorizing the Mayor to execute all associated documents with Banc of America Public Capital Corporation for the purposes of funding the fire engines/ladder truck acquisitions.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$233,684.06 ANNUAL CAPITAL LEASE
PAYMENT (\$2,330,524.54 CAPITAL LEASE FINANCING)

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Truck Acquisitions: 30131150-542200-C1241	\$2,330,524.54
Capital Lease (principal expense): 10031100-581200	\$190,128.55
Capital Lease (interest expense): 10031100-582200	\$43,555.51

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fire Truck Lease-Financing Proceeds: 30131150-393500-C1241	\$2,330,524.54
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

This request is for the purchase of the following:

- Two (2) new Pierce Fire Engines (a.k.a. Fire Pumpers) to replace the existing Pierce Fire Engines #8476 and #8477, both of which were acquired in 2007 (via a lease-financing which was paid off this year). Fire Engine #8476 has over 91,000 miles and Fire Engine #8477 has over 79,000 miles. These Fire Engines have reached the Public Safety Department's targeted service life (10-years) and will be placed in the reserve fleet. The City will surplus the two remaining HME Fire Engines (#0714 and #0713) which are currently in the reserve fleet.
- One (1) new Pierce Fire Ladder Truck (a.k.a. Fire Aerial Truck) to replace the existing Pierce Fire Ladder Truck #8414 which was acquired in 2007 (via a lease-financing which was paid off this year). Fire Ladder Truck #8414 has over 51,000 miles and will be placed in the reserve fleet. The City will surplus the 2001 HME Ladder Truck #11 which is currently in the reserve fleet.

The requested Pierce Fire Engines/Ladder-Truck have been designed to ensure compatibility with new

development in Alpharetta. The new engine is shorter and narrower to aid in navigating roundabouts as well as the unique needs of Avalon and City Center (e.g. streets with on-street parking).

The City of Alpharetta has 8 fire apparatus including 6 fire engines/pumpers, 1 fire ladder truck, and 1 air/light truck in active duty. The Finance and Public Safety Departments have developed a funding plan to ensure all fire apparatus are built into the annual operating budget under 10-year capital lease programs (except Ladder Trucks which will be extended to 13-years due to lower usage rates) that (A) ensure highly functional equipment to aid the Department in meeting its service needs to our citizens and to (B) eliminate periodic impacts to the capital budget.

The Fire Engines/Ladder Truck being replaced from active duty were acquired in 2007 and funded through a 10-year capital lease with the last payment occurring on 11/1/2016. The capital lease financing for the replacement Fire Engines/Ladder Truck is set forth below with the first payment occurring on 11/1/2017 and will be built into the base operating budget for FY 2018.

Assembly and construction will take a minimum of 12-months with delivery estimated in late 2017/early 2018.

Fire Engine/Ladder Replacements

Pierce is the City's approved single source provider of fire engines/trucks. Pricing for the Pierce Fire Engines/Ladder-Truck quoted herein is in accordance with the competitively bid contract (RFP No. 1420) awarded to Pierce by the National Purchasing Partners (NPP). RFP 1420 became effective August 13, 2015 and is valid until August 12, 2017 (with an option for three additional 1-year renewals). Under the Procurement Code, the City is authorized to piggy-back off of competitively procured contracts provided through other governmental entities. Ten-8 and Pierce representatives have stated that the pricing under this contract is the most competitive and forms the basis of what would be provided to the City under a standalone bid scenario.

- Pierce Fire Engine Acquisition Costs (two vehicles and equipment; less allocable pre-payment discount): \$1,153,627.31
- Pierce Fire Ladder Truck Acquisition Cost (one vehicle and equipment; less allocable pre-payment discount): \$1,176,897.23

Capital Lease Program

As mentioned above, the Public Safety Department's targeted service life for Fire Engines stands at 10-years while the targeted service life for the Fire Ladder Truck is being increased to 13-years to reflect lower usage rates (i.e. "wear and tear") for this apparatus. The varied service lives require separate capital lease financing quotes:

Pierce Fire Engines (Qty: 2)

The Finance Department solicited quotes for the fire engine financing from seven financial institutions and obtained the following results: Banc of America (2.075%); SunTrust (2.140%); JP Morgan (2.250%); BB&T (2.540%); PNC (3.047%); Wells Fargo (no quote); State Bank & Trust (no response). Banc of America provided the most competitive interest rate and is the recommended partner for this transaction. Transaction terms include:

- Loan amount: \$1,153,627.31
- 10-year term;
- 2.075% fixed interest rate;
- no closing costs; and
- \$128,577.06 annual payment.

Pierce Fire Ladder Truck (Qty: 1)

The Finance Department solicited quotes for the fire ladder truck financing from seven financial institutions and obtained the following results: Banc of America (2.250%); SunTrust (2.270%); BB&T (2.730%); PNC (3.359%); JP Morgan (max 10-year term); Wells Fargo (no quote); State Bank & Trust (no response). Banc of America provided the most competitive interest rate and is the recommended partner for this transaction.

Transaction terms include:

- Loan amount: \$1,176,897.23
- 13-year term;
- 2.250% fixed interest rate;
- no closing costs; and
- \$105,107.00 annual payment.

The Public Safety Department has appropriations totaling \$212,670 programmed within its FY 2017 base operating budget to fund the annual lease payment (final year of the lease-financing for the fire engines/ladder truck acquired in 2007). The new annual lease payment will total \$233,546.81 (starting in FY 2018). The annual lease payment increase of \$21,014.06 (new payment of \$233,684.06 less the existing appropriation of \$212,670) will be programmed into the FY 2018 base operating budget.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Ten-8 Quote (Pierce Fire Trucks), Resolution, Opinion of Counsel, Property Schedule 2, Lease Rider 2, Property Schedule 3, Lease Rider 3



QUOTATION

Quote Number: Bid # 598 & 629

Quote Date: November 7, 2016

1591 Collier Road
Forsyth, GA 31029
Phone: (478) 994-3235
Fax: (478) 994-6458

Sold To:

City of Alpharetta Fire Department
2565 Old Milton Parkway
Alpharetta, GA 30009

Item No.	Description	Quantity	Unit Price	Total Price
1	Pierce Custom Pumper 2017 - Enforcer Chassis Per Spec' # 629	2	\$599,740.60	\$1,199,481.20
2	Pierce Custom Aerial 2017 - Enforcer Chassis Per Spec' # 598	1	\$1,223,677.47	\$1,223,677.47
Subtotal				\$2,423,158.67

Delivery is estimated to be 12 months

Pre-Payment Discount

Total payment within 30 days of P.O. (\$2,330,524.54) Deduct \$ 92,634.13
Price valid through 1/30/2017

* Pierce / Ten 8 will honor this pricing structure for other Georgia cities and countries to tag-on to this RFP – Additions or subtractions will be priced accordingly –

Please make P.O. / payments to: Pierce Mfg. and include GPO number

Total: \$2,330,524.54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN SCHEDULES AND STATE OF GEORGIA LEASE RIDERS RELATING TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, EXECUTED ON FEBRUARY 18, 2016, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety vehicles (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee entered into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), on February 18, 2016, and separate Schedule thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee to enter into amendments to the Agreement adding additional separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment described in the Schedules and on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement as amended, including the forms of Schedules of Property Nos. 2 and 3 (the "Schedules") and the forms of Rental Payment Schedules for

Schedules 2 and 3, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Schedules of Property Nos. 2 and 3 and the forms of Rental Payment Schedules 2 and 3 are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Schedules under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under the Leases entered into pursuant to the Agreement for Schedules 2 and 3 shall not exceed \$2,330,524.54 (\$1,153,627.31 for Schedule 2 and \$1,176,897.23 for Schedule 3); (b) the maximum term under the Leases entered into pursuant to the Agreement, as amended, shall not exceed ten (10) years for Schedule 2 and thirteen (13) years for Schedule 3; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 2.075% per annum for Schedule 2 and 2.25% per annum for Schedule 3. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Ratification of Schedule 1. Schedule 1 and all related documents previously entered into by the parties are hereby confirmed and ratified in all respects.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry

out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 5. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 6. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURE PAGE TO
RESOLUTION AUTHORIZING EXECUTION OF SCHEDULES AND
LEASE RIDERS TO MASTER EQUIPMENT LEASE DATED FEBRUARY 18, 2016)

SO RESOLVED, this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

Coty Thigpen, City Clerk

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. _____ the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Coty Thigpen, City Clerk

(SEAL)



BOVIS, KYLE, BURCH & MEDLIN

ATTORNEYS AT LAW

C. SAM THOMAS, P.C.
ALPHARETTA CITY ATTORNEY
cst@boviskyle.com

200 ASHFORD CENTER NORTH
SUITE 500
ATLANTA, GEORGIA 30338-2668

DIR LINE (678)338-3904
TEL 770.391.9100
FAX 770.668.0878

December 20, 2016

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedules of Property Nos. 2 and 3, dated
December 20, 2016, to Master Equipment
Lease/Purchase Agreement, dated as of February
18, 2016, between Banc of America Public Capital
Corp, as Lessor, and the City of Alpharetta,
Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee; (b) an executed counterpart of Schedules of Property Nos. 2 and 3, dated December 20, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "Original Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Original Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "Equipment"); (c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "Additional Schedule") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in sub-stantially the same form as the Original Schedule; and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule,

including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "Lease." Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "Additional Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and each Additional Lease and to perform its obligations under the Lease and each Additional Lease.

3. The Lease and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have

been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Dated: December 20, 2016 By:


C. Sam Thomas, P.C.
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770) 391-9100

cc: David Belle Isle, Mayor
Thomas Harris, Dir. of Fin.
Shawn Mitchell

SCHEDULE OF PROPERTY NO. 2

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “Agreement”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	BASE LOCATION
2	Pierce Enforcer Pumper	To be provided with Final Acceptance Certificate	2 Park Plaza Alpharetta, GA 30009

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the “Commencement Date”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution adopted by Lessee on _____; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is \$1,153,627.31. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than December 20, 2017.

7. *Lease Term.* The Lease Term shall consist of the Original Term and nine (9) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2026, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2022

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 2.0750% per annum. The Taxable Rate for this Schedule is 3.2464% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Alpharetta
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of Page Intentionally Left Blank; Signature Page follows]

Dated: December 20, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Budget and Procurement Office

By: _____

Name: Terri Preston
Title: Authorized Agent

By: _____

Name: David Belle Isle
Title: Mayor

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature page to Schedule of Property No. 2]

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Rental Payment Date	Rental Payment Amount	Interest	Principal	Outstanding Balance	Prepayment Price
12/20/2016	\$0.00	\$0.00	\$0.00	\$1,153,627.31	
11/1/2017	\$128,577.06	\$20,679.57	\$107,897.49	\$1,045,729.82	n/a
11/1/2018	\$128,577.06	\$21,698.89	\$106,878.17	\$938,851.65	n/a
11/1/2019	\$128,577.06	\$19,481.17	\$109,095.89	\$829,755.77	n/a
11/1/2020	\$128,577.06	\$17,217.43	\$111,359.63	\$718,396.14	n/a
11/1/2021	\$128,577.06	\$14,906.72	\$113,670.34	\$604,725.80	n/a
11/1/2022	\$128,577.06	\$12,548.06	\$116,029.00	\$488,696.80	\$488,696.80
11/1/2023	\$128,577.06	\$10,140.46	\$118,436.60	\$370,260.20	\$370,260.20
11/1/2024	\$128,577.06	\$7,682.90	\$120,894.16	\$249,366.04	\$249,366.04
11/1/2025	\$128,577.06	\$5,174.35	\$123,402.71	\$125,963.32	\$125,963.32
11/1/2026	\$128,577.06	\$2,613.74	\$125,963.32	\$0.00	\$0.00
total	\$1,285,770.60	\$132,143.29	\$1,153,627.31		

*Lease may be prepaid without penalty on any Rental Payment Date, commencing November 1, 2022.

STATE OF GEORGIA LEASE RIDER
To

SCHEDULE OF PROPERTY NO. 2 DATED DECEMBER 20, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY 18, 2016

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
City of Alpharetta, Georgia 30009

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, “Lease” shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the “Master Lease”).

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however*, that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however*, that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor’s title and Lessee’s beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor’s or Lessee’s creditors and other persons, and keep all Equipment under each Lease free and clear of all

such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions. (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. *Certificate of Compliance with Georgia Law.* Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this 20th day of December, 2016.

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:
CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Terri Preston
Title: Authorized Agent

By: _____
Name: David Belle Isle
Title: Mayor

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

**CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO
THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED**

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this 20th day of December, 2016.

LESSEE: City of Alpharetta, Georgia

By: _____
Name: David Belle Isle
Title: Mayor

SCHEDULE OF PROPERTY NO. 3

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	BASE LOCATION
1	Pierce Enforcer Aerial	To be provided with Final Acceptance Certificate	2 Park Plaza Alpharetta, GA 30009

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution adopted by Lessee on _____; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is \$1,176,897.23. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than December 20, 2017.

7. *Lease Term.* The Lease Term shall consist of the Original Term and twelve (12) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2029, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2024

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 2.25% per annum. The Taxable Rate for this Schedule is 3.5202% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Alpharetta
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of Page Intentionally Left Blank; Signature Page follows]

Dated: December 20, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Budget and Procurement Office

By: _____

Name: Terri Preston
Title: Authorized Agent

By: _____

Name: David Belle Isle
Title: Mayor

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature page to Schedule of Property No. 3]

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Rental Payment Date	Rental Payment Amount	Interest	Principal	Outstanding Balance	Prepayment Price
12/20/2016	\$0.00	\$0.00	\$0.00	\$1,176,897.23	
11/1/2017	\$105,107.00	\$22,875.94	\$82,231.06	\$1,094,666.17	n/a
11/1/2018	\$105,107.00	\$24,629.99	\$80,477.01	\$1,014,189.16	n/a
11/1/2019	\$105,107.00	\$22,819.25	\$82,287.75	\$931,901.41	n/a
11/1/2020	\$105,107.00	\$20,967.78	\$84,139.22	\$847,762.19	n/a
11/1/2021	\$105,107.00	\$19,074.65	\$86,032.35	\$761,729.84	n/a
11/1/2022	\$105,107.00	\$17,138.92	\$87,968.08	\$673,761.76	n/a
11/1/2023	\$105,107.00	\$15,159.64	\$89,947.36	\$583,814.40	n/a
11/1/2024	\$105,107.00	\$13,135.82	\$91,971.18	\$491,843.22	\$491,843.22
11/1/2025	\$105,107.00	\$11,066.47	\$94,040.53	\$397,802.69	\$397,802.69
11/1/2026	\$105,107.00	\$8,950.56	\$96,156.44	\$301,646.25	\$301,646.25
11/1/2027	\$105,107.00	\$6,787.04	\$98,319.96	\$203,326.29	\$203,326.29
11/1/2028	\$105,107.00	\$4,574.84	\$100,532.16	\$102,794.13	\$102,794.13
11/1/2029	\$105,107.00	\$2,312.87	\$102,794.13	\$0.00	\$0.00
total	\$1,366,391.00	\$189,493.77	\$1,176,897.23		

*Lease may be prepaid without penalty on any Rental Payment Date, commencing November 1, 2024.

STATE OF GEORGIA LEASE RIDER
To

SCHEDULE OF PROPERTY NO. 3 DATED DECEMBER 20, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY 18, 2016

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
City of Alpharetta, Georgia 30009

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, “Lease” shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the “Master Lease”).

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however*, that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however*, that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor’s title and Lessee’s beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor’s or Lessee’s creditors and other persons, and keep all Equipment under each Lease free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon

termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions. (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. Certificate of Compliance with Georgia Law. Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. Original Master Lease Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this 20th day of December, 2016.

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:
CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Terri Preston
Title: Authorized Agent

By: _____
Name: David Belle Isle
Title: Mayor

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

**CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO
THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED**

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this 20th day of December, 2016.

LESSEE: City of Alpharetta, Georgia

By: _____
Name: David Belle Isle
Title: Mayor