



City Council Meeting MARCH 20, 2017

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 03/06/2017)
- V. OLD BUSINESS
 - A. PH-17-08: 2012 IPMC Adoption / Update to Property Maintenance Code **(2nd Reading)**
 - B. PH-17-05: Unified Development Code Text Amendments - Signs & Downtown Parking **(2nd reading)**
Consideration of amendments to the Unified Development Code (UDC) Section 2.6.12 (C)(2) to increase the maximum wall sign area permitted in industrial and office parks from 156 square feet to 240 square feet and delete a provision in UDC Appendix A, Section 2.4 (C)(3) Downtown Parking Code.
 - C. Fiscal Year 2017 Mid-Year Budget Amendment **(2nd Reading)**
- VI. NEW BUSINESS
 - A. Agreement For The Purchase And Sale Of Real Estate: Teasley Street
 - B. Construction Of Temporary Parking In Downtown Alpharetta
 - C. Protecting and Restoring Urban Tree Canopy for Stormwater Management Grant
 - D. Landscape Maintenance Services: SR 400 at Five Interchanges
 - E. FY 17 Multimodal Safety And Access Program Proposal Application
 - F. Multiple Sidewalk Improvements, ITB 17-006
 - G. Purchase Of Back-Up Pistols For Police Department Officers.
- VII. WORKSHOP
 - A. Discussion of Alpha Loop
- VIII. PUBLIC COMMENT
- IX. REPORTS
- X. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 03/06/2017)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

3-6-17 official minutes



Official Minutes of Council Meeting ON MARCH 6, 2017

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
 - Mayor David Belle Isle
 - Chris Owens (Mayor Pro Tem) *arrived at 6:35p.m.
 - Jason Binder
 - Jim Gilvin
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Staff
 - Bob Regus, City Administrator
 - Coty Thigpen, City Clerk
 - Sam Thomas, City Attorney
 - Kathi Cook, Director of Community Development

- James Drinkard, Asst. City Administrator
- John Robison, Director of Public Safety
- Peter Tokar, Director of Economic Development
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Shawn Mitchell, Budget Manager

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 02/27/2017)

B. Alcoholic Beverage License Applications

C. Financial Management Report: Month Ending January 31, 2017

- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Gilvin
 - The motion was approved 6-0

V. PUBLIC HEARING

A. PH-17-03: Comprehensive Plan 2035 Amendment - Downtown Residential Development

**Council Member Owens joined the meeting*

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Consideration of an amendment to the 2035 Comprehensive Plan to add language to the Downtown Activity Center, Kimball Bridge Activity Center and Old Milton Parkway Corridor character areas in order to clarify the vision for redevelopment of existing residential neighborhoods in the Downtown Overlay.
- The 2015 Downtown Master Plan update identified existing residential areas as potential redevelopment opportunities. The Master Plan envisioned redevelopment to occur as part of a larger land assembly as opposed to a piecemeal, lot-by-lot approach. This would ensure existing residents are protected from piecemeal redevelopment. Piecemeal redevelopment has the potential to have negative impacts on existing residential properties and does not represent the best development plan for the area. A land assembly approach to redevelopment provides greater opportunities to protect the natural environment, provide a better site layout, provide larger and more useable civic and amenity spaces, and reduce infrastructure costs. Additionally, there are potential negative

stormwater management implications since single lot redevelopment would not trigger stormwater requirements. This is especially concerning given that older residential areas in need of redevelopment were likely developed with little to no stormwater management requirements.

- Existing residential areas identified as potential redevelopment opportunities are designated Downtown Residential Density on the Comprehensive Land Use Plan, which identifies DT-R (Downtown Residential) as an appropriate zoning district. DT-R may permit densities of up to eight (8) dwelling units per acre, if an appropriate plan is presented, as compared to the existing zoning districts of R-12 (3.6 dwelling units per acre) and R-15 (2.9 dwelling units per acre). DT-R also allows a wider variety of residential types, as well as reduced setbacks and lot sizes. Therefore, Staff requests this important clarification in the Comprehensive Plan.
- This item was heard at the February 2, 2017 Planning Commission meeting. No one spoke for or against the Comprehensive Plan amendments. After discussion, the Planning Commission recommended to approve the request subject to adding clarification language to the Old Milton Parkway Corridor character area. Vote (7-0)
- City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

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

B. PH-17-05: Unified Development Code Text Amendments - Signs & Downtown Parking

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- Consideration of amendments to the Unified Development Code (UDC) Section 2.6.12 (C)(2) to increase the maximum wall sign area permitted in industrial and office parks from 156 square feet to 240 square feet and UDC Appendix A, Section 2.4 (C)(3) Downtown Parking Code to delete a provision that allows required parking to be met off-site within 500'.

UDC Section 2.6.12 (C)(2):

The Sign Code allows industrial and office parks to have a maximum wall sign area of 20 square feet per floor or story above road grade, not to exceed 156 square feet. The regulation, as currently written, allows for a proportionately larger wall sign area for buildings up to eight (8) stories. The maximum wall sign area of 156 square feet does not allow for larger wall signs on buildings over eight (8) stories. There are several office properties in the City that have entitled building heights greater than eight (8) stories, including at Avalon, Northwinds, North Point Parkway, and Preston Ridge, to name a few. These heights are now being realized in Alpharetta although zoning has allowed these heights for many years. Therefore, staff recommends a change to allow 20 square feet of sign area per floor or story above road grade for buildings up to 12 stories with a maximum wall sign area not to exceed 240 square feet. The City of Dunwoody allows a maximum sign area of up to 300 square feet.

UDC Appendix A, Section 2.4 (C)(3):

The City has experienced parking shortages in the Downtown and as a result has a consultant under contract to prepare a parking study and parking management plan. The Alpharetta Downtown Code currently allows required non-residential parking to be met off-site, if the parking is located within 500 feet of the use it serves. However, this regulation does not consider the capacity available in off-site parking areas. Therefore, staff believes that the following provision should be deleted in its entirety until a solution is identified.

"Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table: 3. Off-site parking within 500 feet of the use it serves (as measured along a pedestrian walkway from the door of the use the parking serves)."

- It should also be noted that parking requirements are reduced within the Downtown Overlay.
 - This item was heard at the February 2, 2017 Planning Commission meeting. No one spoke for or against the Unified Development Code text amendments. After discussion, the Planning Commission recommended to approve the text amendments. Vote (7-0)
-
- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

None

❖ Council Member Kennedy offered a motion to approve the Ordinance

- The motion received a second from Council Member Mitchell with an amendment that would clarify that signs over 156 square feet shall not be internally lit.
- Accepted by Council Member Kennedy
- The motion was approved 7-0

C. PH-17-08: 2012 IPMC Adoption / Update to Property Maintenance Code

- Code Enforcement Manager, Bret Schroder, came forward to present on behalf of staff
- City Staff is proposing to update the current City of Alpharetta Property Maintenance Code (PMC). Alpharetta adopted its first Property Maintenance Code in December of 2003. The PMC is based on a document that the ICC (International Code Council) drafted and distributed for local adoption if Municipalities want to use it.
- The City of Alpharetta has made some amendments to the PMC, since the initial adoption, including the following:
 - Grass height (12 inches)
 - Inactive Construction Sites
 - "Fences" was added to section 304.10 in order to clarify this section includes maintenance of fences. A resident requested Staff add language to the Code requiring fence construction specifics such as depth required for posts in order to avoid fences leaning onto adjacent properties. However, Staff is recommending that the word "Fence" be added to the existing code, which can be used to address fence maintenance such as leaning.
 - The Appeals process is written in the International Property Maintenance Code as being heard by a Board of Appeals and in Alpharetta, Code violations are heard by the Code Enforcement Board.
- Since 2003 the newer versions of the ICC Property Maintenance Code were not adopted.
- As required by state regulations, the City transmitted the update and Alpharetta's changes to the Georgia Department of Community Affairs (DCA) for review. They act as the State of Georgia's governing body for Building Codes, Life Safety Code, Fire Code and Property Maintenance Code. The City received approval from DCA for the proposed update and changes.
- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

None

❖ Council Member Kennedy offered a motion to approve the Ordinance

- Accepted by Council Member Owens
- The motion was approved 7-0

VI. NEW BUSINESS

A. Advanced Heart Monitor Replacements for the Fire Department

- Director of Public Safety, John Robison, came forward to present this item on behalf of staff
- Staff recommends approval of the purchase of nine replacement Advanced Heart Monitors (and associated equipment) through Physio-Control, Inc. at a cost of \$372,114.38.
- Staff also requests that Council adopt a Resolution authorizing the Mayor to execute a lease agreement, and all associated documents, with Branch Banking and Trust Company (under the Georgia Municipal Association equipment lease program) for the purposes of providing the remaining funding needed for the Advanced Heart Monitor acquisitions.
- The Fire Division uses Advanced Heart Monitors ("heart monitors") to diagnose, treat and monitor medical patients, particularly those experiencing cardiac events. These are emergency-room type units with leads that attach to the patient to provide vital signs such as heart rhythms, blood pressure and pulse oximetry. The features and functions of such units are determined by both the hardware and the software that operates the units and communicates with users.
- The City's current heart monitors were purchased in 2008 and have reached the end of their useful life (9 monitors in total). Both the hardware and software are beyond the manufacturer's effective support and they do not have some contemporary features required to meet current American Heart Association standards of care.
- During fiscal year 2016, the Public Safety Department evaluated the heart monitors available in the marketplace at that time. A panel of paramedics with particular expertise in cardiac care was formed to evaluate alternatives and quickly narrowed the field to three of the largest manufacturers: Zoll (maker of the old equipment), Philips, and Physio. The panel met with representatives from all three manufacturers and worked with loaned equipment to assess each model's features and functions. A table with evaluation criteria and results is attached and has been updated to reflect current products/technology available in the marketplace.
- The heart monitor from Phillips (HeartStart MRx M3536A) provided the most comprehensive array of desired features and functions and was also the most cost competitive based on the Department's obtained quotes. The Department received approval from the City Council on October 3, 2016, to purchase 9 Phillips HeartStart cardiac monitors and a lease through BB&T was competitively secured for the associated funding (\$247,304.87). Subsequent to the approval, Phillips experienced

supply chain disruptions due to a malfunctioning internal processor PCA board, which is manufactured by a 3rd party company which caused a stoppage of any Heartstart monitors to be shipped in an acceptable time period (minimum of 6-month delay with no guarantees). As such, the Public Safety Department is requesting to move towards the 2nd rated heart monitor which is the Physio Life-Pak 15.

- One of the biggest advantages the Physio Life-Pak 15 provides is the ability to transfer care of critical patients to our transporting agency, AMR, without interruption, as they too use Life-Pak monitors. We believe that the ability for our members and ambulance personnel to operate each other's cardiac monitors is extremely valuable. Additionally, Roswell, Milton and Sandy Springs Fire Departments all use Life-Pak 15 monitors, which again, is a huge asset as we frequently provide mutual aid with those departments.
- Physio-Control Inc. is a sole-source provider of Physio heart monitors. The attached quote includes all costs associated with the purchase of nine Physio Life-Pak 15 heart monitors and associated training and totals \$372,114.38. This represents an increase of \$124,809.51 over the previously approved purchase of the Phillips HeartStart heart monitors.

Capital Lease Program

- The initial heart monitor lease financing approved in October 2016 was competitively awarded to BB&T in an amount totaling \$247,304.87 as they provided the lowest overall financing costs. As the underlying acquisitions are the same (heart monitors), the city requested the additional funding from BB&T. Overall, the terms are the same with the exception of a slight rise in market interest rates (1.93% vs 1.76% on the original lease).

Transaction terms include:

- Additional loan amount: \$124,809.51 (heart monitor costs of \$372,114.38 less previous lease financing of \$247,304.87);
 - 5-year term;
 - 1.93% fixed interest rate;
 - no closing costs;
 - no prepayment penalty; and
 - \$32,491.42 additional annual payment (total payment for both lease = \$83,693.15).
- The Public Safety Department has sufficient appropriations programmed into the preliminary FY 2018 Budget to fund the annual lease payment.
 - City Attorney, Sam Thomas, read the Resolution aloud

Public Comment

None

- ❖ Council Member Gilvin offered a motion to approve the purchase of nine replacement Advanced Heart Monitors (and associated equipment) through Physio-Control, Inc. at a cost not to exceed \$372,114.38 and adopt the Resolution as read by the City Attorney authorizing the Mayor to execute a lease agreement, and all associated documents, with Branch Banking and Trust Company (under the Georgia Municipal Association equipment lease program) for the purposes of providing the remaining funding needed for the Advanced Heart Monitor acquisitions.
 - Accepted by Council Member Merkel
 - The motion was approved 7-0

B. Fiscal Year 2017 Mid-Year Budget Amendment

- Director of Finance, Tom Harris, came forward to present this item
- The purpose of the Fiscal Year (FY) 2017 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first eight months of the fiscal year) or are planned to occur before fiscal year-end.
- Initiatives are discussed in detail within the Fiscal Year 2017 Mid-Year Budget document
- City Attorney, Sam Thomas, read the ordinance aloud constituting the 1st reading

Public Comment
None

- ❖ Council Member Mitchell offered a motion to adopt the Fiscal Year 2017 Mid-Year Budget amendment with the following changes:
 - Eliminate \$500,000 from Unallocated Capital for the Alpha Loop
 - Eliminate \$1,000,000 from T-SPLOST Reallocation for Alpha Loop
 - Reallocation expense of \$250,000 for park demo work from Unallocated Capital to the 2016 Bond Fund for parkland acquisition
 - Leave DEA Fund as presented by Director of Finance
 - Allow for removal of the money appropriated for the Fiserv signal and add \$250,000 for a Signal Allocation Fund to allow public works to make future proposals to Council on how to best spend those funds

- Transfer \$40,000 from Downtown Improvements Capital Account to Public Works Traffic Signal Account for signal at Academy Park and Park Plaza
- Add \$25,000 from Unallocated Capital to Community Development Design Services Capital Account
- Accepted by Council Member Kennedy
- The motion was approved 7-0

VII. PUBLIC COMMENT

None

VIII. REPORTS

- Director of Economic Development, Peter Tokar announced the move of Ascsent to the former blackberry data center site
- Mayor Belle Isle announced that the City closed on the City Center property last Friday. The construction fencing will be going up this week. The official groundbreaking ceremony will be Thursday, March 23.

IX. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Kennedy offered a motion to adjourn into Executive Session
- Accepted by Council Member Gilvin
- The motion was approved 7-0

Respectfully Submitted,



Coty Thigpen, City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: BRET SCHROEDER

I. AGENDA ITEM TITLE: PH-17-03 PROPERTY MAINTENANCE CODE

CITY COUNCIL: MARCH 6, 2017

II. RECOMMENDATION:

Approval of the Property Maintenance Code and changes to Code of Ordinances Sec. 5.4 – Codes adopted – Building.

III. REPORT IN BRIEF:

City Staff is proposing to update the current City of Alpharetta Property Maintenance Code (PMC). Alpharetta adopted its first Property Maintenance Code in December of 2003. The PMC is based on a document that the ICC (International Code Council) drafted and distributed for local adoption if Municipalities want to use it.

The City of Alpharetta has made some amendments to the PMC, since the initial adoption, including the following:

- Grass height (12 inches)
- Inactive Construction Sites
- “Fences” was added to section 304.10 in order to clarify this section includes maintenance of fences. A resident requested Staff add language to the Code requiring fence construction specifics such as depth required for posts in order to avoid fences leaning onto adjacent properties. However, Staff is recommending that the word “Fence” be added to the existing code, which can be used to address fence maintenance such as leaning.
- The Appeals process is written in the International Property Maintenance Code as being heard by a Board of Appeals and in Alpharetta, Code violations are heard by the Code Enforcement Board.

However, since 2003 the newer versions of the ICC Property Maintenance Code were not adopted.

As required by state regulations, the City transmitted the update and Alpharetta’s changes to the Georgia Department of Community Affairs (DCA) for review. They act as the State of Georgia’s governing body for Building Codes, Life Safety Code, Fire Code and Property Maintenance Code. The City received approval from DCA for the proposed update and changes.

Therefore, City Staff is proposing to adopt the International Property Maintenance Code, 2012 Edition, with Georgia Amendments (2015) edition of the Property Maintenance Code with Alpharetta’s specifics.

IV. ATTACHMENTS:

- Property Maintenance Code Edits
- Chap. 5 City Code Edits

AN ORDINANCE ADOPTING THE 2012 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE WITH CERTAIN LOCAL AMENDMENTS AS THE PROPERTY MAINTENANCE CODE OF THE CITY OF ALPHARETTA, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES, BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE, AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE, AND THE DEMOLITION OF SUCH EXISTING STRUCTURES IN THE CITY OF ALPHARETTA; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AMENDING SECTION 5.4 OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and Council of the City of Alpharetta are charged with preserving the health, safety and welfare of the citizens of the City; and

WHEREAS, the Mayor and Council previously adopted an earlier edition of the International Property Maintenance Code for the purpose of preserving and ensuring the safety of property, buildings and structures in the City; and

WHEREAS, since the time of the City's prior adoption of the International Property Maintenance Code, a new edition has come out and has been adopted by the State, that being the 2012 Edition, and the City hereby desires to adopt said 2012 Edition of the International Property Maintenance Code, subject to certain local amendments.

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

SECTION 1. That a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Alpharetta, being marked and designated as the International Property Maintenance Code, 2012 edition, as published by the International Code Council, and as adopted and amended by the Georgia Department of Community Affairs, is hereby adopted as the Property Maintenance Code of the City of Alpharetta for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe,

sanitary and fit for occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office stated above are hereby referred to, adopted and made part of as if fully set out in this ordinance with the additions, insertions, deletions and changes prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised as set forth is Exhibit "A" attached hereto and incorporated herein by this reference:

Sections 101, 103, 103.5, 111.1, 111.2-111.5, 111.6-111.8, 202, 301, 302.4, 302.7, 303.1, 304.10, 304.14, 401.3, 503, 507.2, 602.2, 603.2, 604.2, 605.3, 701.1, 702.1, 702.2, 702.3, 704.1, 704.2, 704.3, and 704.4.

SECTION 3. Paragraph (3) of Section 5-4 of The Code of the City of Alpharetta, Georgia is hereby amended by deleting same and inserting in lieu thereof a new Paragraph (3) to read as follows:

"(3) The city adopts, by reference, as if fully set forth herein, the latest edition of the International Property Maintenance Code as adopted and amended by the state department of community affairs, and as further amended by Ordinance No. ____."

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Alpharetta hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections or subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any causes of action acquired or existing, or under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SO ORDAINED this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)
Attest:

City Clerk

First Reading _____

Second Reading _____

Adopted _____

EXHIBIT A

February 27, 2017

Bret Schroeder,
Code Enforcement Manager
The City of Alpharetta
Community Development
2 Park Plaza
Alpharetta, GA 30009

Dear Bret Schroeder:

This letter acknowledges receipt of City of Alpharetta letter dated January 3, 2017 with proposed local ordinance amending the state permissive *2012 International Property Maintenance Code*, Section 101.1, Section 103.1, Section 103.5, Section 111.1, Section 111.2, Section 111.3, Section 111.4, Section 111.5, Section 111.6, Section 111.7, Section 111.8, Section 202, Section 301, 301.4(a), Section 302.4, Section 302.7, Section 303.1, Section 304.10, Section 304.14, Section 401.3, Section 503, Section 507.2, Section 602.2, Section 603.2, Section 604.2, Section 605.3, Section 701.1, Section 702.2, Section 702.3, Section 704.1, Section 704.2 Section 704.3, Section 704.4 (see attached). You have requested the Department of Community Affairs (DCA) review the proposed amendment and comment in accordance with the Official Code of Georgia Annotated (O.C.G.A.), Title 8, Chapter 2, Article 1, and Part 2.

The Uniform Codes Act, O.C.G.A. § 8-2-25 (c) (1), requires such amendment(s) to be not less stringent than the State Minimum Standard Codes for Construction and they be based on local climatic, geologic, topographic or public safety factors. The Act also requires the local government to demonstrate a local need by submitting in writing the legislative findings of the governing body and such other documentation it deems necessary/helpful in justifying the proposed amendment(s).

Legislative findings should take the form of analysis or special studies, conducted by the local government, which would support the need for a particular local code amendment. If such detailed material is not available, documentation of legislative findings must, at a minimum, consist of a resolution adopted by the governing authority which indicates: (a) the governing authority has reviewed the proposed local code amendment(s) being submitted to the Department; (b) the governing authority has found each of the proposed amendment(s) to be not less stringent than the State Minimum Standard Codes; (c) the reason(s) the local government feels each amendment is needed and which of the aforementioned localized factors (i.e., climate, geology, topography or public safety) is causing the need for the local amendment; and (d) the local government is requesting the Department to review the proposed local amendment(s) in accordance with the Act.

Accordingly, the Department may respond to your proposed amendment(s) in one of three ways: 1) the Department recommends adoption of the amendment; 2) the Department does not recommend adoption of the amendment; or 3) the Department has no comment.

Whenever the Department has made no comment, there was either no evidence of legislative findings and/or other supporting documentation justifying the requirement provided for the Department to make a decision regarding the amendment or the requirement was an administrative procedure or the requirement was not code related.

Therefore, we have reviewed your amendments and we offer the following recommendations and comments for consideration by your local governing body.

Section 101.1 Title. 101 add "City of Alpharetta Property Maintenance Code of City of Alpharetta"

Section 103.1 General. Change "~~code official~~ Code Enforcement Manager."

Section 103.5 Fees. Delete the section

Section 111.1 Application for appeal. Change "~~board of appeals~~ City Code Enforcement Board"

Section 111.2. Membership of board. Delete the section

Section 111.3 Notice of meeting. Delete the section

Section 111.4 Open hearing. Delete the section

Section 111.5 Postponed hearing. Delete the section

Section 111.6 Board decision. Renumber the section

Section 111.7 Court review. Renumber the section

Section 111.8 Stays of enforcement. Renumber the section

- 1) Regarding all the sections mentioned above, the Department has no comment.

Section 202 General Definitions.

- Add "water closet, lavatory" to definition of Bathroom,
- Add definition for Extermination "Extermination. The control and elimination of insects, rats, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping, or by any other approved pest elimination methods." ,
- Add definition for Inactive Construction Site "Inactive Construction Site. A property having a permit that has been expired for at least six months or a property that has not passed an inspection in at least six months."

- 2) Regarding section 202 General Definitions, the Department has no comment.

Section 301 General. Add Section 301.4 "Inactive Construction Site. Whenever a development property remains inactive for at least one year, the property shall no longer be considered a construction site and shall be subject to the mitigation requirements of 301.4 (a):

301.4 (a) Mitigation. Within 30 days of notification by the City, the responsible party associated with an inactive construction site shall do the following:

- a. Remove all construction materials, supplies, and equipment from the site; and
- b. Remove all storage containers, construction trailers and security trailers from the site; and
- c. Remove all signage except signage allowed by other City Ordinances; and

- d. Stabilize the soil on the site pursuant to requirements of City Storm water Design Engineer; and
- e. Remove silt fencing and tree protection fencing as directed by City Staff; and
- f. Remove any standing water and eliminate ponding conditions on site; and
- g. Complete any required drainage improvements needed to prevent downstream impacts; and
- h. Remove or safeguard any additional hazards on site; and
- i. Remove unsafe partial structures; and
- j. Re-vegetate and/or screen the site along roadways, as approved by Staff for material and design; and
- k. Mow, weed, and trim existing vegetation on site such that grass does not exceed eight inches in height, weeds are removed, and shrubs and trees are free of dead limbs or growth; and
- l. Submit a letter of intent to City Staff identifying the plan for on-going site maintenance (including watering schedule for vegetation) until such time as the construction permit is re-activated.

Section 302.4 Weeds. Add "All trees, shrubs, or other vegetation on the premises that block visibility from driveways or road intersections, or that are a danger to the public, or that are in advanced stages of rot, decay, or dying, as determined by City Staff (arborist), shall be moved or removed and disposed of by the premises owner in a proper manner approved by the City."

Section 302.7 Accessory Structures. Add "storage buildings, playhouses, barns".

Section 303.1 Swimming pools. Add "similar structures".

Section 304.10 Stairways, decks, porches and balconies. Add "fences".

Section 304.14 Insect screens. Add "commercial buildings" add to Exception "This requirement does not apply to restaurant patio seating areas."

3) Regarding all the sections mentioned above, the Department has no comment.

Section 401.3 Alternative devices. Change "International Building Code Georgia State Minimum Standard Building Codes."

4) Regarding section 401.3, the Department has no comment.

Section 503 Toilet Rooms. Change International Plumbing Code, Georgia State Minimum Standard Plumbing Code.

Section 507.2 Add Section "507.2 Flow control. Discharge from roofs, paved areas, yards and courts, and other areas on premises shall flow away from building foundations, shall not flow into sanitary sewers, and shall flow to a location approved by the City. Yards and premises shall not be graded or shaped to direct undue storm water discharge upon adjacent land or property and shall not contain low areas where water may be trapped and induce insect breeding. Storm water discharge piping systems shall be constructed and installed in accordance with the Georgia State Minimum Plumbing Code."

5) Regarding sections 503 and Section 507.2, the Department has no comment.

Section 602.2 Residential occupancies. Change "~~Appendix D of the International Plumbing Code~~ Georgia State Energy Conservation Code (IECC)."

Section 603.2 Removal of combustion products. Add "in good working order".

Section 604.2 Service. Change 60 to "100".

Section 605.3 Luminaires. Add "garage, basement, water heater room and exterior entry door."

6) Regarding all the sections mentioned above, the Department has no comment.

Section 701.1 Scope. Add "the Georgia State Minimum Standard Fire Prevention Code, and the Life Safety Code"

Section 702.1 General. Change "~~International Fire Code~~ Life Safety Code"

Section 702.2 Aisles. Change "~~International Fire Code~~ Georgia State Fire Prevention Code"

Section 702.3 Locked doors. Change "~~International Building Code~~ Georgia State Minimum Building Code."

Section 704.1 General. Change "~~International Fire Code.~~ Georgia State Minimum Standard Fire Prevention Code."

Section 704.2 Smoke alarms. Add "and in dwellings not regulated in Group R"

Section 704.3 Power source. Add "and in dwellings not regulated in Group R"

Section 704.4 Interconnection. Add "and in dwellings not regulated in Group R."

7) Regarding all the sections mentioned above, the Department has no comment.

Per O.C.G.A. 8-2-25 (c) (4), Georgia law requires no local amendment to the State Minimum Standard Codes shall become effective until the local governing body has caused a copy of the adopted amendment to be filed with this Department. Accordingly, we request you submit a copy of your final adopting ordinance for our records.

If you have questions regarding this matter, please contact me at (404) 679-3106 or by email at Ted.Miltiades@dca.ga.gov.

Sincerely,



Ted Miltiades
Director,
Office of Construction Codes & Research

Attachment

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

LOCAL CODE AMENDMENT FORM

(For Local Government Use Only)

Item # :	(For DCA use only)		Page:	1	of		
Local Government:	City of Alpharetta		Date: 11/29/16				
Official's Name and Title:	David Belle Isle, Mayor		Phone:	678-297-6088			
Address:	2 Park Plaza, Alpharetta, Ga 30009		Fax:				
			Email:	bschroeder@alpharetta.ga.us			
Title of Code Book:		Code Book Edition:		Code Section:	IPMC multiple Sections		
CHECK ONE:	☒	Revise section to read as follows:		☐	Add new section to read as follows:		
	☐	Delete section and substitute the following:		☐	Delete without substitution:		
LINE THROUGH MATERIAL TO BE DELETED:				<u>UNDERLINE MATERIAL TO BE ADDED</u>			

Complete ordinance section containing local amendment:

See attached documents.

**LOCAL CODE AMENDMENT FORM
INSTRUCTION SHEET**

1. A letter on official letterhead must accompany this form requesting the Department of Community Affairs to review the proposed local amendment(s) in accordance with OCGA 8-2-25, and in that letter all other required submitted documentation should be included as required by OCGA 8-2-25.
2. Please use a separate form for each proposed local code amendment.
3. "Sheet 1 of 2 " indicates the number of sheets for each individual proposed code amendment, not the number of sheets for all the amendments submitted. If all of the amendment or ordinance section will not fit in the space provided on form please submit remaining parts on additional sheet.
4. Identify the code and code section that is the subject of the proposed local amendment.
5. The local government official's name, address, telephone, fax and email address must be filled out completely.
6. Be sure to indicate the type of recommended action in the space referred to as "Check One".
7. If the proposed amendment revises the language of the code section, deletes the entire code section, or deletes the entire code section and offers substitute language, include the language of the present code section and line through the language to be deleted and underline the language of the proposed amendment..
8. **All proposed local code amendments must be typed and completed in full and the original submitted to the Codes and Industrialized Buildings Section of the Department of Community Affairs.** An incomplete form will be sent back to the proponent for completion.
9. Information concerning submittal of code amendments can be obtained by contacting the Codes and Industrialized Buildings Section at (404) 679-3118. All proposed local code amendments should be submitted to:

The Department of Community Affairs
Codes and Industrialized Buildings Section
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

Section 101 add "City of Alpharetta Property Maintenance Code of City of Alpharetta"

Section 103 change "~~code official~~ Code Enforcement Manager."

Section 103.5 delete section

Section 111.1 change "~~board of appeals~~ City Code Enforcement Board"

Section 111.2 - 111.5 delete

Section 111.6 – 111.8 renumber

Section 202 add "water closet, lavatory to definition of Bathroom,

add definition for Extermination "**EXTERMINATION.** The control and elimination of insects, rats, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping, or by any other approved pest elimination methods"

add definition for Inactive Construction Site "**INACTIVE CONSTRUCTION SITE.** A property having a permit that has been expired for at least six months or a property that has not passed an inspection in at least six months."

Section 301 add section 301.4 "**Inactive Construction Site.** Whenever a development property remains inactive for at least one year, the property shall no longer be considered a construction site and shall be subject to the mitigation requirements of 301.4.a

301.4.a Mitigation. Within 30 days of notification by the City, the responsible party associated with an inactive construction site shall do the following:

- a. Remove all construction materials, supplies, and equipment from the site; and
- b. Remove all storage containers, construction trailers and security trailers from the site; and
- c. Remove all signage except signage allowed by other City Ordinances; and
- d. Stabilize the soil on the site pursuant to requirements of City Stormwater Design Engineer; and
- e. Remove silt fencing and tree protection fencing as directed by City Staff; and
- f. Remove any standing water and eliminate ponding conditions on site; and
- g. Complete any required drainage improvements needed to prevent downstream impacts; and
- h. Remove or safeguard any additional hazards on site; and
- i. Remove unsafe partial structures; and
- j. Re-vegetate and/or screen the site along roadways, as approved by Staff for material and design; and
- k. Mow, weed, and trim existing vegetation on site such that grass does not exceed eight inches in height, weeds are removed, and shrubs and trees are free of dead limbs or growth; and
- l. Submit a letter of intent to City Staff identifying the plan for on-going site maintenance (including watering schedule for vegetation) until such time as the construction permit is re-activated.

Section 302 add in 302.4 "All trees, shrubs, or other vegetation on the premises that block visibility from driveways or road intersections, or that are a danger to the public, or that are in advanced stages of rot, decay, or dying, as determined by City Staff (arborist), shall be moved or removed and disposed of by the premises owner in a proper manner approved by the City."

Section 302.7 add "storage buildings, playhouses, barns"

Section 303 add to 303.1 "and similar structures"

Section 304.14 Add "commercial buildings" add to Exception "This requirement does not apply to restaurant patio seating areas."

Section 401.3 change "~~International Building Code~~ Georgia State Minimum Standard Building Codes"

Section 503 change ~~International Plumbing Code~~.[Georgia State Minimum Standard Plumbing Code](#).

ADD Section 502.7 “ **507.2 Flow Control.** [Discharge from roofs, paved areas, yards and courts, and other areas on premises shall flow away from building foundations, shall not flow into sanitary sewers, and shall flow to a location approved by the City. Yards and premises shall not be graded or shaped to direct undue storm water discharge upon adjacent land or property and shall not contain low areas where water may be trapped and induce insect breeding. Storm water discharge piping systems shall be constructed and installed in accordance with the Georgia State Minimum Plumbing Code.](#)”

Section 602.2 change “~~Appendix D of the International Plumbing Code~~.[Georgia State Energy Code for Buildings \(IECC\)](#)”

Section 603.2 add “[in good working order](#)”

Section 604.2 change “~~60~~ [100](#)”

Section 605.3 add ”, [garage, basement, water heater room and exterior entry door](#)”

Section 701.1 add “[the Georgia State Minimum Standard Fire Prevention Code, and the Life Safety Code](#)”

Section 702.1 change “~~International Fire Code~~[Life Safety Code](#)”

Section 702.2 change “~~International Fire Code~~ [Georgia State Fire Prevention Code](#)”

Section 702.3 change “~~International Building Code~~ [Georgia State Minimum Building Code](#).”

Section 704.1 change “~~International Fire Code~~.[Georgia State Minimum Standard Fire Prevention Code](#).”

Section 704.2 add “[and in dwellings not regulated in Group R](#)”

Section 704.3 add “[and in dwellings not regulated in Group R](#)”

Section 704.4 add “[and in dwellings not regulated in Group R](#).”

Section 101 add “City of Alpharetta Property Maintenance Code of City of Alpharetta”

Section 103 change “~~code official~~ Code Enforcement Manager.”

Section 103.5 delete section

Section 111.1 change “~~board of appeals~~ City Code Enforcement Board”

Section 111.2 - 111.5 delete

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Section 302.7 add “storage buildings, playhouses, barns”

Section 303 add to 303.1 “and similar structures”

Section 304.10 add “fences” to title and first sentence

Section 304.14 add “commercial buildings” add to Exception “This requirement does not apply to restaurant patio seating areas.”

Section 401.3 change “~~International Building Code~~ Georgia State Minimum Standard Building Codes”

Section 503 change ~~International Plumbing Code~~.Georgia State Minimum Standard Plumbing Code.

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2012 IPMC



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2012

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AGREEMENT, AND SUBJECT TO CIVIL AND CRIMINAL PENALTIES THEREUNDER.



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PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2012 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2012 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*™ (to be available March 2012), *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*™ (to be available March 2012), *International Wildland-Urban Interface Code*® and *International Zoning Code*®.

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2012 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2010. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings established in the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page xiii addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee; and
- [B] = International Building Code Development Committee (IBC—Fire Safety, General, Means of Egress or Structural);

Note that, for the development of the 2015 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years. The groupings are as follows:

Group A Codes (Heard in 2012, Code Change Proposals Deadline: January 3, 2012)	Group B Codes (Heard in 2013, Code Change Proposals Deadline: January 3, 2013)
International Building Code	Administrative Provisions (Chapter 1 all codes except IRC and ICC PC, administrative updates to currently referenced standards, and designated definitions)
International Fuel Gas Code	International Energy Conservation Code
International Mechanical Code	International Existing Building Code
International Plumbing Code	International Fire Code
International Private Sewage Disposal Code	International Green Construction Code
	ICC Performance Code
	International Property Maintenance Code
	International Residential Code
	International Swimming Pool and Spa Code
	International Wildland-Urban Interface Code
	International Zoning Code

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees will meet in different years, it is possible that some proposals for this code will be heard by a committee in a different year than the year in which the primary committee for this code meets.

For instance, Section 502.1 is designated as the responsibility of the International Plumbing Code Development Committee, along with most of the provisions in Chapter 5. This committee will meet in 2012 to consider all code change proposals to the *International Plumbing Code* and any portions of other codes that it is responsible for, including Section 502.1 and most of the provisions of Chapter 5 (designated with [P] in front of those sections.) Therefore, any proposals to Section 502.1 in Chapter 5 will be needed to be submitted by January 3, 2012, for consideration in 2012 by the International Plumbing Code Committee.

Note that every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, and that committee is part of the Group B portion of the hearings. This committee will hold its code development hearing in 2013 to consider all code change proposals for Chapter 1 of this code and proposals for Chapter 1 of all I-Codes except the *International Residential Code* and *ICC Performance Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2013.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC web site at www.iccsafe.org/scoping.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.

EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2009 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

Chapter 3 General Requirements. Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building’s structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter’s provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water-heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumb-waiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building’s occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

LEGISLATION

The *International Codes* are designed and promulgated to be adopted by reference by legislative action. Jurisdictions wishing to adopt the 2012 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting legislation at the time adoption is being considered by the appropriate governmental body. The following sample adoption legislation addresses several key elements, including the information required for insertion into the code text.

SAMPLE LEGISLATION FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ORDINANCE NO. _____

A[N] [ORDINANCE/STATUTE/REGULATION] of the [JURISDICTION] adopting the 2012 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing [ORDINANCE/STATUTE/REGULATION] No. _____ of the [JURISDICTION] and all other ordinances or parts of laws in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2012 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That [ORDINANCE/STATUTE/REGULATION] No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of laws in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired

or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6. That the **[JURISDICTION'S KEEPER OF RECORDS]** is hereby ordered and directed to cause this legislation to be published. (An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect **[TIME PERIOD]** from and after the date of its final passage and adoption.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *City of Alpharetta Property Maintenance Code* of City of Alpharetta, hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as other-

wise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identi-

SCOPE AND ADMINISTRATION

fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] **103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the ~~code official~~ **Code Enforcement Manager**.

[A] **103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] **103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

~~[A] **103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.~~

~~[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]~~

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by

approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] 105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved agency*.

[A] 105.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 105.4 Used material and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106 VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a vio-

lation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

[A] 107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] 107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] 107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] 107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] 107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] 107.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the

provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] 108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] 108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] 108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] 108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] 108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] 108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-

nections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

[A] 108.2.1 Authority to disconnect service utilities.

The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice. Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding. Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word “Condemned” and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] 108.5 Prohibited occupancy. Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods. The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] 108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

[A] 109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: “This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official.” It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] 109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** All notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the ~~board of appeals~~ **City Code Enforcement Board**, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

~~[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.~~

~~[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.~~

~~[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.~~

~~[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~

~~[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~

~~[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.~~

~~[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.~~

~~[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.~~

~~[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.~~

~~[A] 111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~

[A] 111.62 **Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] 111.6.12.1 **Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] 111.6.2-2.2 **Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 **3 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 **4 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

[A] 112.1 **Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 112.2 **Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 112.3 **Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 112.4 **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. *Approved* by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower, [water closet](#), [lavatory](#).

BEDROOM. Any room or space used or intended to be used for sleeping purposes [in either a dwelling or sleeping unit](#).

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERMINATION. [The control and elimination of insects, rats, or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping, or by any other approved pest elimination methods.](#)

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[B] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[B] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INACTIVE CONSTRUCTION SITE. [A property having a permit that has been expired for at least six months or a property that has not passed an inspection in at least six months.](#)

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the

production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

DEFINITIONS

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or structure.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for liv-

ing, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

301.4 Inactive Construction Site. Whenever a development property remains inactive for at least one year, the property shall no longer be considered a construction site and shall be subject to the mitigation requirements of 301.4.a

301.4.a Mitigation. Within 30 days of notification by the City, the responsible party associated with an inactive construction site shall do the following:

- a. Remove all construction materials, supplies, and equipment from the site; and
- b. Remove all storage containers, construction trailers and security trailers from the site; and
- c. Remove all signage except signage allowed by other City Ordinances; and
- d. Stabilize the soil on the site pursuant to requirements of City Stormwater Design Engineer; and
- e. Remove silt fencing and tree protection fencing as directed by City Staff; and
- f. Remove any standing water and eliminate ponding conditions on site; and
- g. Complete any required drainage improvements needed to prevent downstream impacts; and
- h. Remove or safeguard any additional hazards on site; and
- i. Remove unsafe partial structures; and
- j. Re-vegetate and/or screen the site along roadways, as approved by Staff for material and design; and
- k. Mow, weed, and trim existing vegetation on site such that grass does not exceed eight inches in height, weeds are removed, and shrubs and trees are free of dead limbs or growth; and

l. Submit a letter of intent to City Staff identifying the plan for on-going site maintenance (including watering schedule for vegetation) until such time as the construction permit is re-activated.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of ~~JURISDICTION TO INSERT HEIGHT IN INCHES~~. **12 inches.** All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

302.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly

upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. All accessory structures, including *detached* garages, *storage buildings*, *playhouses*, *barns*, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools and similar structures. Swimming pools and similar structures, such as spas and hot tubs, shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least ~~48~~ 60 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool.

Exception: When such pools are located on the property abutting a lake, the barrier may be omitted at the lake side, provided side barriers extend to the water's edge of the lake.

Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,

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the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches, balconies, and fences. Every exterior stairway, deck, porch, and balcony, fence and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from ~~DATE~~ 1 April to ~~DATE~~, 30 September every door, window and other outside opening required for *ventilation* of **habitable rooms** **commercial buildings**, food preparation

areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed. This requirement does not apply to restaurant patio seating areas.

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound

GENERAL REQUIREMENTS

and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:

- 4.1. *Deterioration;*
- 4.2. *Ultimate deformation;*
- 4.3. Fractures in masonry or mortar joints;
- 4.4. Fissures in masonry or mortar joints;
- 4.5. Spalling;
- 4.6. Exposed reinforcement; or
- 4.7. *Detached, dislodged or failing connections.*

5. Steel that has been subjected to any of the following conditions:

- 5.1. *Deterioration;*
- 5.2. Elastic deformation;
- 5.3. *Ultimate deformation;*
- 5.4. Metal fatigue; or
- 5.5. *Detached, dislodged or failing connections.*

6. Wood that has been subjected to any of the following conditions:

- 6.1. *Ultimate deformation;*
- 6.2. *Deterioration;*
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;
- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;
- 6.9. *Detached, dislodged or failing connections;* or
- 6.10. Excessive cutting and notching.

Exceptions:

- 1. When substantiated otherwise by an *approved method.*
- 2. Demolition of unsafe conditions shall be permitted when *approved by the code official.*

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches ~~38 inches~~ (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height

above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

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rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code Georgia State Minimum Standard Building Codes* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A *habitable room*, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and *habitable basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical

receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a,b}	120	120	150
Dining room ^{a,b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m².

- a. See Section 404.5.2 for combined living room/dining room spaces.
- b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

[P] 502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located a maximum of one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the ~~International Plumbing Code~~. [Georgia State Minimum Standard Plumbing Code](#).

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

507.2 Flow Control. Discharge from roofs, paved areas, yards and courts, and other areas on premises shall flow away from building foundations, shall not flow into sanitary sewers, and shall flow to a location approved by the City. Yards and premises shall not be graded or shaped to direct

undue storm water discharge upon adjacent land or property and shall not contain low areas where water may be trapped and induce insect breeding. Storm water discharge piping systems shall be constructed and installed in accordance with the Georgia State Minimum Plumbing Code.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in [Appendix D of the International Plumbing Code](#). [Georgia State Energy Code for Buildings \(IECC\)](#). Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [\[DATE\] 1 October](#) to [\[DATE\] 30 April](#) to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [\[DATE\] 1 October](#) to [\[DATE\] 30 April](#) to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent [in good working order](#).

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

MECHANICAL AND ELECTRICAL REQUIREMENTS

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 100 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;

16. Luminaires that are listed as submersible;

17. Motors;

18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room, *garage*, *basement*, *water heater room* and *exterior entry door* shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the

building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter, [the Georgia State Minimum Standard Fire Prevention Code, and the Life Safety Code](#) shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the ~~International Fire Code~~ [Life Safety Code](#).

[F] 702.2 Aisles. The required width of aisles in accordance with the ~~International Fire Code~~ [Georgia State Fire Prevention Code](#) shall be unobstructed.

[F] 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the ~~International Building Code~~ [Georgia State Minimum Building Code](#).

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condi-

tion. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the ~~International Fire Code~~ [Georgia State Minimum Standard Fire Prevention Code](#).

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies [and in dwellings not regulated in Group R](#), regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.3 Power source. In Group R or I-1 occupancies [and in dwellings not regulated in Group R](#), single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

[F] 704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R or I-1 occupancies [and in dwellings not regulated in Group R](#), the smoke alarms shall be interconnected in such a manner that the activation of one

alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all *bedrooms* over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators	606.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F 1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC—12	International Building Code®	102.3, 201.3, 401.3, 702.3
IEBC—12	International Existing Building Code®	305.1.1, 306.1.1
IFC—12	International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC—12	International Fuel Gas Code®	102.3
IMC—12	International Mechanical Code®	102.3, 201.3
IPC—12	International Plumbing Code®	201.3, 505.1, 602.2, 602.3
IRC—12	International Residential Code®	201.3
IZC—12	International Zoning Code®	102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
25—11	Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	704.1.1
70—11	National Electrical Code	102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{4}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARDS

IBC—12 International Building Code A102.1, A102.2, A102.3

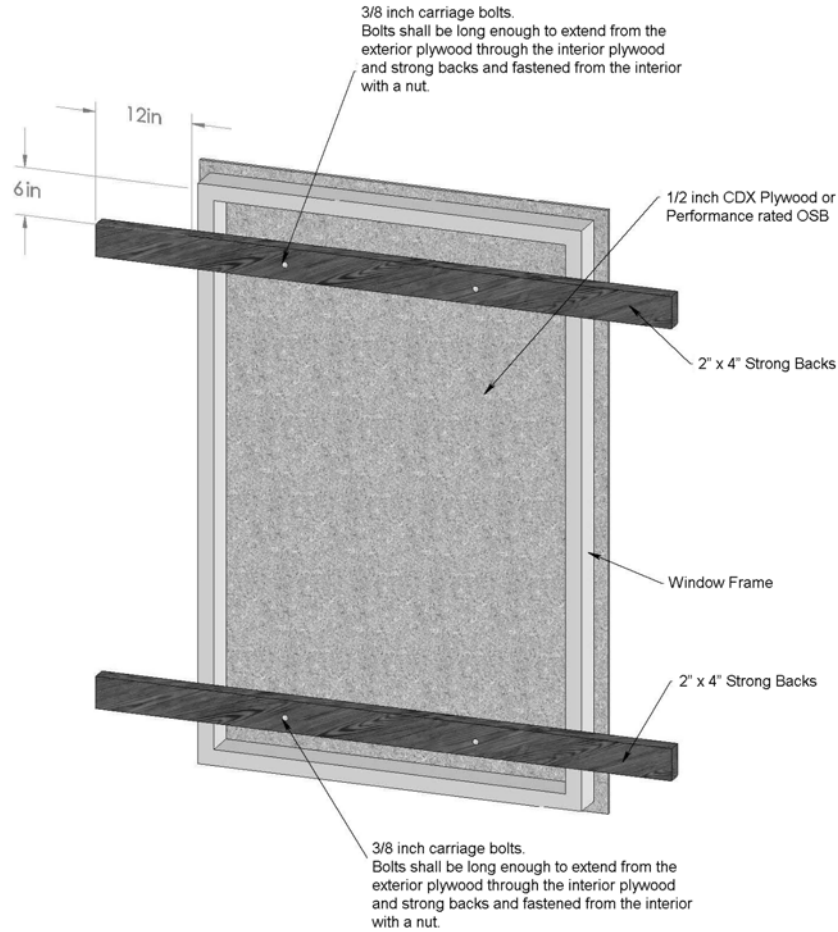


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

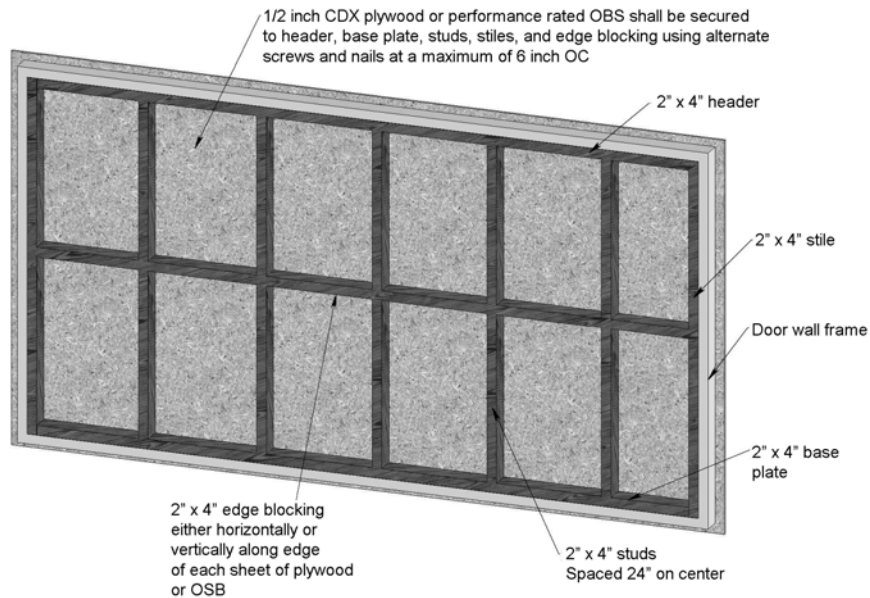


FIGURE A103.1(2)
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EDITORIAL CHANGES – SECOND PRINTING

Page 25, Section [F] 704.2: now reads . . . **[F] 704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Page 25, Section [F] 704.3: lines 1 and 2 now reads . . . **[F] 704.3 Power source.** In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power

Page 25, Section [F] 704.4: now reads . . . **[F] 704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

EDITORIAL CHANGES – FOURTH PRINTING

Page 14, Section 306.1.1: lines 5 and 6 now reads . . . the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

Sec. 5-4. - Codes adopted—Building.

The following codes are hereby adopted by reference as the regulations governing the construction of buildings and other structures in the city, fire prevention, gas, plumbing, mechanical and electrical installations, swimming pools, energy and other matters, copies of which codes shall be kept on file in the city clerk's office and the building official's office for inspection:

- (1) *Residential construction.* Applies to detached one and two family dwellings and one family townhouses not more than three stories in height and accessory structures located upon residential sites within the city permitted on/after 1/1/2001.
 - a. *Administration:* In cases of conflict between codes/ordinances, the more restrictive shall apply.
The Code of the City of Alpharetta, Georgia (10-23-89), latest revision.
1994 Standard Building Code, Chapter 1—Administration.
The Zoning Ordinance of Alpharetta, Georgia (3-9-87), latest revision.
 - b. *Building:* 1995 CABO 1 and 2 Family Dwelling Code, with 2000 and 2001 Ga. Amendments.
 - c. *Mechanical:* 1995 CABO 1 and 2 Family Dwelling Code, with 2000 Ga. Amendments.
 - d. *Gas piping:* 1995 CABO 1 and 2 Family Dwelling Code, with 2000 Ga. Amendments.
 - e. *Plumbing:* 2000 Standard Plumbing Code, with 2001 Ga. Amendments (International Plumbing Code).
 - f. *Electrical:* 1999 National Electrical Code, with 2000 Ga. Amendments.
 - g. *Energy:* 1995 Model Energy Code, with 1997 Ga. Amendments, Reprinted 1/1/2000.
 - h. *Sprinkler:* City Domestic Sprinkler Installation Code (Ordinance No. 220, latest revision).
 - i. *Pools:* 1994 Standard Swimming Pool Code, with 1999 Ga. Amendments and without chapter 1, reprinted 1/1/2000.
 - j. *Soils erosion:* Alpharetta Soil Erosion and Sediment Control Ordinance No. 272, latest revision.
 - k. *Accessibility:* Georgia Accessibility Code (Ga. Fire Safety Comm. Rules and Regs. 120-3-20).
 - l. *Industrialized buildings:* Industrialized Buildings Rules of the Georgia Commissioner of Community Affairs OCGA 110-2, latest edition.
 - m. *Manufactured housing:* Georgia Insurance Fire Commissioner Rules and Regulations for Manufactured Homes, O.C.G.A. § 120-3-7, latest edition.
 - n. *Site walls, walks, drives:* City standard drawings or site specific drawings by a Georgia Architect or P.E.
- (2) *Commercial construction.* Applies to all commercial/industrial type construction and their accessory structures not meeting the CABO Code definition of residential construction and for all building plans approved/permitted on or after 1/1/2001.
 - a. *Administration:* (in cases of conflict between codes/ordinances, the more restrictive shall apply)
The Code of the City of Alpharetta, Georgia (10-23-89), latest revision.
1994 Standard Building Code, Chapter 1—Administration.
The Zoning Ordinance of Alpharetta, Georgia (3-9-87), latest revision.

- b. *Building*: 1994 Standard Building Code, with 2000 Ga. Amendments.
 - c. *Mechanical*: 2000 Standard Mechanical Code with 2001 Ga. Amendment (2000 International Mechanical Code).
 - d. *Gas piping*: 2000 Standard Gas Code, with 2001 Ga. Amendment (2000 International Gas Code).
 - e. *Plumbing*: 2000 Standard Plumbing Code, with 2001 Ga. Amendments. (2000 International Plumbing Code).
 - f. *Electrical*: 1999 National Electrical Code, with 2000 Ga. Amendments.
 - g. *Energy*: 1995 Model Energy Code, with 1997 Ga. Amendments, Reprinted 1/1/2000.
 - h. *Fire safety*: 1994 Standard Fire Prevention Code, with 2000 Ga. Amendments; 1997 Life Safety Code (NFPA 101); City Domestic Sprinkler Installation Code—Ordinance No. 220, latest revision.
 - i. *Pools*: 1994 Standard Swimming Pool Code, with 1999 Ga. Amendments and without Chapter 1. Reprinted 1/1/2000.
 - j. *Soils erosion*: Alpharetta Soil Erosion and Sediment Control Ordinance No. 272, latest revision.
 - k. *Accessibility*: Georgia Accessibility Code (Ga. Fire Safety Comm. Rules and Regs. 120-3-20).
 - l. *Industrialized buildings*: Industrialized Buildings Rules of the Georgia Commissioner of Community Affairs OCGA 110-2, latest edition.
 - m. *Site walls, walks, drives*: City Standard Drawings or site specific drawings by a Georgia Architect or P.E.
- (3) The International Property Maintenance Code, ~~2003~~ 2012 Edition, as locally amended, a true and correct copy of which is attached to the ordinance from which this subsection is derived, is hereby adopted as the property maintenance code of the city for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code attached to the ordinance from which this subsection is derived are hereby referred to, adopted and made a part hereof, as if fully set out in this subsection.

(Ord. No. 188-A, § 4, 2-28-83; Ord. No. 247, 9-26-88; Res. No. 868, 2-19-01; Ord. No. 533, § 1, 12-15-03)

Editor's note— There exists a "Design Standards Ordinance", dated May 9, 1988, encompassing the "Williamsburg" look in the business district.

Charter reference— Authority to adopt technical regulations, § 2.24.

Cross reference— Amendments to fire prevention code, § 9-2.



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: March 20, 2017

- I. AGENDA ITEM TITLE:** PH-17-05: UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS - SIGNS & DOWNTOWN PARKING **(2ND READING)**
CONSIDERATION OF AMENDMENTS TO THE UNIFIED DEVELOPMENT CODE (UDC) SECTION 2.6.12 (C)(2) TO INCREASE THE MAXIMUM WALL SIGN AREA PERMITTED IN INDUSTRIAL AND OFFICE PARKS FROM 156 SQUARE FEET TO 240 SQUARE FEET AND DELETE A PROVISION IN UDC APPENDIX A, SECTION 2.4 (C)(3) DOWNTOWN PARKING CODE.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Council Agenda Report, Parking and Loading Text Amendments, Sign Ordinance 2nd Reading Amendments, Ordinance



CITY COUNCIL MEETING STAFF REPORT

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

I. AGENDA ITEM TITLE: PH-17-05 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – SIGNS & DOWNTOWN PARKING

CITY COUNCIL: MARCH 6, 2017

This item was heard at the February 2, 2017 Planning Commission meeting. No one spoke for or against the Unified Development Code text amendments. After discussion, the Planning Commission recommended to approve the text amendments. Vote (7-0)

II. RECOMMENDATION:

Approval of text amendments to the Unified Development Code – Signs & Downtown Parking.

III. REPORT IN BRIEF:

Consideration of amendments to the Unified Development Code (UDC) Section 2.6.12 (C)(2) to increase the maximum wall sign area permitted in industrial and office parks from 156 square feet to 240 square feet and UDC Appendix A, Section 2.4 (C)(3) Downtown Parking Code to delete a provision that allows required parking to be met off-site within 500’.

UDC Section 2.6.12 (C)(2):

The Sign Code allows industrial and office parks to have a maximum wall sign area of 20 square feet per floor or story above road grade, not to exceed 156 square feet. The regulation, as currently written, allows for a proportionately larger wall sign area for buildings up to eight (8) stories. The maximum wall sign area of 156 square feet does not allow for larger wall signs on buildings over eight (8) stories. There are several office properties in the City that have entitled building heights greater than eight (8) stories, including at Avalon, Northwinds, North Point Parkway, and Preston Ridge, to name a few. These heights are now being realized in Alpharetta although zoning has allowed these heights for many years. Therefore, staff recommends a change to allow 20 square feet of sign area per floor or story above road grade for buildings up to 12 stories with a maximum wall sign area not to exceed 240 square feet. The City of Dunwoody allows a maximum sign area of up to 300 square feet.

UDC Appendix A, Section 2.4 (C)(3):

The City has experienced parking shortages in the Downtown and as a result has a consultant under contract to prepare a parking study and parking management plan. The Alpharetta Downtown Code currently allows required non-residential parking to be met off-site, if the parking is located within 500 feet of the use it serves. However, this regulation does not consider the capacity available in off-site parking areas. Therefore, staff believes that the following provision should be deleted in its entirety until a solution is identified.

“Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table: 3. Off-site parking within 500 feet of the use it serves (as measured along a pedestrian walkway from the door of the use the parking serves).”

It should also be noted that parking requirements are reduced within the Downtown Overlay.

IV. ATTACHMENTS:

- UDC Section 2.6.12 (C)(2) Proposed Amendments
- UDC Appendix A, Section 2.4 (C)(3) Proposed Amendments

Sec. 2.4. - Parking and Loading.

2.4.1. Vehicle Parking.

A. Every use must provide and maintain vehicular parking in accordance with the Vehicular Parking Requirements Table.

B. Vehicular Parking Requirements Table.

Use	Parking Space Ratio
Residential Activities	
Dwelling, 'For-Sale,' Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Sale,' Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Rent'	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Bed & Breakfast	Min. 1 per guest bedroom
Hotel	Min. 1 space per guest room, plus 1 employee space per 20 guest rooms, plus 1 per 500 sf of convention rooms, conference rooms, ballrooms, restaurant and retail shops
Congregate Housing, Assisted Living Facility	Min. 1 per 2 sleeping rooms
Home-Elderly, Children, Nursing	Min. 1 per 2 sleeping rooms
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or mausoleum)	Min. 1 per 4 seats in chapel or parlor, plus sufficient space to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf

Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats
Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, plus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas
Wholesale/Industrial Uses	
Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards	Min. 1 per 1,000 sf
Public and Semipublic Uses	
Hospital	Min. 1 per bed, plus 1 per 200 sf for outpatient treatment areas
Church, Synagogue, Other Place of Worship	Min. 1 per 2 seats in the principal assembly room
Places of assembly or indoor recreation without fixed seats	Min. 1 per 500 sf playing court, rink, playing field and spectator area, plus 1 per 200 sf of patron use areas
Schools, elementary and middle schools	Min. 1 per classroom and administrative office, plus 5 visitor spaces

Schools, senior high	Min. 1 per classroom and administrative office, plus 1 per 4 students (based on the design capacity of the school)
Other public building	Min. 1 per 300 sf

- C. Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table:
1. Off-street parking located on the same site or lot as the use it serves;
 2. On-street parking located adjacent to and on the same side of the street as the site or lot containing the use it serves; and
 3. ~~Off-site parking within 500 feet of the use it serves (as measured along a pedestrian walkway from the door of the use the parking serves).~~
- D. When a use provides more than 120% of the minimum number of spaces required by the Vehicular Parking Requirements Table, any additional spaces in a surface parking lot must be constructed of pervious paving materials. For the purpose of conforming to this requirement, any on-street spaces or off-street spaces in parking structures must be counted towards satisfying the minimum requirement.

2.4.2. Bicycle Parking.

- A. Facilities that provide or require 25 or more vehicle parking spaces must provide a minimum of 1 bicycle parking space, plus 1 space for each additional 25 provided vehicle parking spaces, provided that no site may have fewer than 3 spaces nor be required to exceed 30 bicycle spaces.
- B. Bicycle parking facilities must comply with the following provisions.
1. Each required bicycle parking space must be at least 2 feet by 6 feet. Where a bike can be locked on both sides of a bicycle rack without conflict, each side can be counted as a required space.
 2. Bicycle racks must be securely anchored, be easily usable with both U-locks and cable locks, and support a bicycle at 2 points of contact to prevent damage to the bicycle wheels and frame.
 3. Bicycle parking must be provided in a well-lit area.
 4. Spacing of the bicycle racks must provide clear and maneuverable access.
 5. Bicycle parking may be placed within the public right-of-way, provided the encroachment is approved by the City Transportation Engineer.
 6. Bicycle parking spaces must be as close as or closer than the nearest vehicle parking space (as measured along a pedestrian walkway from the door of the use the parking serves).

2.4.3. Driveways.

- A. Applicability. The following applies to driveways, including those serving alleys, but not to new streets in conformance with Section 2.3.3.
- B. Width. Unless approved by the City Transportation Engineer or required by the Georgia Department of Transportation along a State highway, the maximum width of curb cuts, not including flares or returns at the throat of the facility, for entrances, exits, service drives and similar facilities shall be 24 feet for two-way entrances and 12 feet for one-way entrances.

- C. Number. The maximum number of driveways allowed on a site shall not exceed an amount equal to one driveway for every 300 feet of total street frontage or fraction thereof. All parcels are permitted at least one driveway.
- D. Location. Driveways may not be located on an arterial street when access is available from a collector or local street.

2.4.4. Design of Parking Structures.

- A. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the closest adjacent street (not including an alley). Such active use shall have a minimum depth of 20 feet.
- B. Where upper stories of structured parking are adjacent to or visible from any street, they must be screened so that cars and ramps are not clearly visible from ground level view from the adjacent parcel or the adjacent street (not including an alley).
- C. Structured parking facades adjacent to or visible from any street must have the appearance of a horizontal storied building.

2.4.5. Loading.

- A. On-site loading space is not required.
- B. Loading areas must be located to the rear of buildings. Loading areas must not be placed between a building and the closest adjacent street.
- C. Screening. If a loading area is provided, it must meet the following.
 - 1. Where a loading dock designed for tractor-trailers is placed between a shared lot line or building and the closest adjacent street (not including an alley), the entire length of the loading area must be screened.
 - 2. Screening must consist of either:
 - a. An 8-foot high wall compatible with the principal building in terms of texture, quality, material and color; or
 - b. Evergreen plant material that can be expected to reach a height of 8 feet with a spread of 4 feet within 3 years of planting.

2.4.6. Vehicle Access and Parking Locations.

- A. No driveway or off-street parking lots may be located between a building and the closest street unless an intervening approved building type exists.
 - B. Off-street parking for the following must be accessed from alleys:
 - 1. Townhouses on lots of any width.
 - 2. All other building types on lots less than 50 feet in width.
 - C. Where a garage faces a street the garage must be recessed a minimum distance of 20 feet behind the front building façade.
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SECTION 2.6 - SIGNS^[2]

2.6.1 Findings, purpose and intent.

A. *Findings.*

1. The City of Alpharetta finds that signs are a proper use of private property, are a means of personal free expression and a necessary component of a commercial environment. As such, signs are entitled to the protection of the law. In the absence of regulation, however, the number of such signs tends to proliferate, with property owners' desiring ever increasing numbers and sizes of signs, leading to cluttered and aesthetically blighted thoroughfares and properties. In addition, the competition among competing sign owners for visibility of their signs contributes to safety hazards for both vehicles and pedestrians and undermines the sign owners' original purpose of presenting a clear message of its idea or identification of its premises.
2. The City further finds that the size, height, number, design characteristics, spacing and location of signs in the City directly affect the public health, safety and welfare and property values.
3. The City further finds that the regulation of the size, height, number, design characteristics, spacing and location of signs is necessary to protect the public safety, to assure compatibility of signs with surrounding land uses, to enhance the business and economy of the City, to protect the public investment in the streets and highways, to maintain the tranquil environment of residential areas, to promote industry and commerce, to eliminate visual clutter and blight, to provide an aesthetically appealing environment, and to provide for the orderly and reasonable display of both advertising and non-commercial messages for the benefit of all the City's citizens.
4. The City further finds that there is a substantial difference between signs erected by public authority and signs erected by private citizens or businesses. Signs erected by public authority are virtually all erected for the purpose of maintaining the public safety either through direct control of traffic or through provision of such type signage as street signs which enable the traveling public to know where they are located and to find where they are going. As such, with the exception of limited signs serving other purely public purposes, such as identifying government buildings or conveying government speech, virtually all government signs are erected purely for public safety purposes. Moreover, their use in the public right-of-way is necessary to ensure their visibility to the motoring public. The City finds that public utility signs are frequently of the same nature as those signs erected by governmental entities in that they provide necessary information to safeguard the public from downed power lines and from street excavations. Even where signs serve a propriety purpose, such as identifying markings on utility poles, those signs are marked primarily for the purpose of benefiting the public generally through identification of locations where there may be temporary losses of power.
5. The City further finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address these concerns through adoption of the following regulations.

B. *Purpose and Intent.* The purpose and intent of the governing authority of the City of Alpharetta in enacting this Ordinance includes, are as follows:

1. To protect the health, safety, general welfare and property values of the citizens of the City, and to implement the policies and objectives of the Comprehensive Plan of the City through enactment of a comprehensive set of regulations governing signs in the City;
2. To regulate the erection and placement of signs within the City in order to provide safe operating conditions for pedestrian and vehicular traffic without unnecessary and unsafe distractions to drivers and pedestrians;
3. To preserve the value of property on which signs are located and from which signs may be viewed;

4. To maintain an aesthetically attractive city in which signs are compatible with the surrounding area;
5. To maintain for the City's residents, workers and visitors a safe and aesthetically attractive environment and to advance the aesthetic interests of the City;
6. To prevent the destruction of the natural beauty and environment of the City and maintain and maximize tree coverage within the City;
7. To establish comprehensive sign regulations which effectively balance the protection of legitimate business and development needs and the rights of individuals and businesses to convey their messages through signs with the promotion of a safe and aesthetically attractive environment for residents, workers and visitors to the City and the protection of the public health, safety, and general welfare;
8. To ensure the protection of free speech rights under the State and United States Constitution within the City;
9. To promote economic development;
10. To establish a permit system to allow specific types of signs in zoning districts consistent with the uses, intent and aesthetic characteristics of the areas where the signs are to be located;
11. To provide temporary signs in limited circumstances;
12. To place reasonable controls on non-conforming signs that are by definition contrary to the public health, safety and welfare while protecting the constitutional rights of the owners of said non-conforming signs;
13. To provide for the maintenance of signs;
14. To avoid the harmful aspects of the unrestricted proliferation of signs; and
15. To ensure the fair and consistent enforcement of sign regulations.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.2 Scope of regulations.

- A. The provisions and standards of this Ordinance shall apply to all signs located or erected within the corporate limits of the City.
- B. Protected non-commercial speech shall be permitted in any place commercial speech is permitted under this Ordinance. Any sign provided for in any zoning district may contain non-commercial messages. To the extent any conflict arises between this provision and any other language found in this Ordinance, this provision shall control.
- C. Nothing herein shall be construed to permit display of any message which is obscene, illegal or speech which is otherwise unprotected under the First Amendment of the United States Constitution. Nothing herein shall be construed to prohibit a prosecution for violation of a criminal statute by the City or other duly constituted government authority or a civil action by the City or other private person or entity.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.3 Definitions.

As used in this Ordinance, unless the context indicates otherwise, the following terms shall have the meaning set forth below:

Abandoned Sign. Any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or deteriorated copy through lack of maintenance, or which is otherwise dilapidated, unsightly, or unkempt, and for which no person accepts maintenance responsibility.

Animated Sign. Any sign, or part of a sign, that uses any movement or change of lighting or color to depict action or create a special effect or scene, changes colors or physical position by movement or rotation, or which gives the visual impression of such movement or rotation. This includes signs that flash, blink, scroll, fade or rotate/revolve to display a message in more than one direction, and tri-vision signs, but does not include flags, banners, or canopies.

Background Area. The area of a sign face on which copy could be placed, as opposed to the copy area, where copy is in fact posted or painted. See also, "Face of Sign" (or "Sign Face").

Banner. Any sign of lightweight fabric, plastic or similar material that is intended to be hung either with a frame or without a frame. Neither flags nor canopy signs are considered banners.

Beacon. Any light with one (1) or more beams which rotate, move or which are directed into the atmosphere or at one (1) or more points not on the same lot as the light source.

Canopy (or Marquee). A permanent roof-like shelter extending from part or all of a building face and constructed of some durable material such as fabric, metal, glass or plastic.

Canopy Sign. Any sign attached to or constructed in or on a canopy. For purposes of this Ordinance, this term includes Marquee Sign.

Changeable Copy Board. Any sign or part of a sign face that incorporates changeable board or panels, each of which contain a number, letter, character, graphic, symbol or image, to form a sign message or messages ("changeable copy"), whether the changing of such panels or boards are accomplished electronically or manually. A tenant panel is not considered changeable copy.

City. The City of Alpharetta, Georgia.

Copy. The characters, symbols, graphics, images, letters, words, writing, and/or information or advertising display on a sign surface.

Copy Area. The area in square feet of the smallest rectangle enclosing the actual copy of a sign.

Directory Sign. A single, permanent free-standing sign for multiple businesses, offices, professionals, industries or other entities located within a planned center.

Double-Faced Sign. A sign which has two (2) display areas against each other or where the interior angle formed by the display areas is sixty degrees (60°) or less, where one (1) face is designed to be seen from one (1) direction and the other face from another direction.

Electronic sign. Any sign, or portion of a sign, whose message may be changed at intervals by electronic process or by remote control, including signs such as a tri-vision sign, LCD sign or LED sign.

Facade. The exterior front of a building or structure exposed to public view.

Face of Sign or Sign Face. That part of a sign that is or can be used to announce, direct attention to, identify, advertise or otherwise communicate information. The entire area of sign on which copy could be placed. See also, "Background Area." The sign face may be composed of two or more modules on the same surface that are separated or surrounded by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.

Feather Sign. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, attached to a single rod, stake or staff for support, and designed to move in the wind.

Flags. Any fabric, bunting or similar material containing distinctive colors, patterns, or symbols.

Flashing Sign. A sign, the illumination of which is not kept constant in intensity at all times when in use, and which exhibits marked changes in lighting effects.

Free-standing Sign. Any sign erected on a free-standing base, foundation, or frame, or otherwise supported by structures, supports or posts that are attached to, placed on, or anchored in the ground, and which are independent from and not attached to any building or other structure. All permanent free-standing signs shall be self-supporting structures erected on and permanently attached to solid bases or foundations.

Illuminated Sign, External. Any sign illuminated by an external light source. Such source cannot be a device that changes color, flashes or alternates.

Illuminated Sign, Internal. Any sign illuminated by an internal light source. Such source cannot be a device that changes color, flashes or alternates.

Lot or Parcel. A designed parcel, tract or area of land legally established by plat, subdivision or as otherwise permitted by law, to be separately owned, used, developed or built upon.

Monument Sign. A type of permanent free-standing sign that consists of a sign face attached on a solid base or foundation, designed in a manner such that the bottom (base) of the sign face is flush with the supporting solid base, which is directly mounted on and flush with the ground. The supporting base shall be at least as wide as the sign face and shall be constructed of brick, stone, or other architectural material as set forth herein. Also referred to as a "ground sign."

Non-conforming Sign. A sign erected or otherwise in use prior to the effective date of this Ordinance which fails in one or more respects to comply with all provisions of this Ordinance.

Obscene. Any form of speech which, taken as a whole, appeals to the prurient interest in sex, portrays sexual conduct in a patently offensive way, and which, taken as a whole, does not have serious literary, artistic, political, or scientific value. See *Miller v. California*, 413 U.S. 15, 93 S. Ct. 2607 (1973).

Outparcel. A portion of a larger parcel of land generally designed as a site for a separate structure and business from that of the larger main tract. To be recognized as an outparcel, the parcel must abut and be external to the larger main tract, have street frontage, and at the time of approval of the site plan for the larger main parcel be identified and delineated as a separate building site from that of the larger main parcel.

Pennant or Streamer. A temporary sign or device made of lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

Permanent Sign. Any sign affixed in manner that enables the sign and its copy to resist environment loads and precludes ready removal or movement of the sign, which is designed and constructed in a manner such that its intended use appears to be indefinite, and which, when installed, is intended for permanent use.

Perpendicular Sign. A sign that is placed perpendicular to the face of a wall and can be read on both sides. Such signs can be mounted to a wall or attached to the underside of an awning.

Portable Sign. Any sign which is designed to be transported, including, but not limited to, signs transported by trailer or its own wheels, even though the wheels of such sign may be removed and remaining chassis or support constructed without wheels is converted to an "A" or "T" frame sign or attached temporarily or permanently to the ground. Portable sign also means a sign carried by a person when that person's function is to display or convey a message as a pedestrian. Portable sign also means and includes a sign attached to, mounted on, posted on, painted or drawn on a motorized or drawn vehicle, when such vehicle is parked or placed in such a manner as to serve the purpose of an advertising device, or routinely parked at a location other than the location generally associated with the message conveyed or identified thereon, or when the primary purpose or function of such vehicle is to transport the message or messages conveyed or identified thereon. Portable signs shall not be deemed to include standard bumper stickers on vehicles, license plates, or signs that may be reflected on hats or other articles of clothing.

Roof Line. The top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.

Roof Sign. Any sign erected upon, against or directly above a roof or on top of or above the parapet of a building.

Rotating Sign. Any sign or portion of a sign that moves in a revolving or similar manner.

Sidewalk or Sandwich Board Sign. A movable sign not secured or attached to the ground or surface upon which it is located.

Sign. Any identification, description, illustration, device, fixture, structure, display or visual representation, which is visible from any public place and affixed to, or supported or suspended by, a stationary object, structure, building or the ground that uses any color, form, character, symbol, graphic, image, illumination, or writing to announce, direct attention to, identify, or advertise an object, idea, location, place, person, institution, organization, business, product, service, activity or event or to otherwise visually communicate information, ideas or messages of any kind to the public. "Sign" includes the sign face and sign structure..

Sign Structure. Any structure, other than a building, which supports, has supported or is designed to support a sign. A decorative cover is part of a sign structure.

Site Plan. A scaled, legible drawing representing the parcel of land on which a sign is to be located showing at least the property lines, public street right-of-ways, drive entrances, buildings and the location of existing free-standing signs.

Standard Informational Sign. A non-illuminated, temporary free-standing sign, which shall contain no reflecting elements, flags, projections or unpainted wooden surfaces, mounted on a post, stake or metal frame (with a thickness or diameter not greater than three and one-half inches) that is attached to, or anchored in, the ground. Standard informational signs are limited per lot to either one (1) sign that is twelve (12) square feet in area or up to four (4) signs not to exceed an aggregate of twelve (12) square feet in area. In addition, each sign shall not exceed a height of five (5) feet. These signs shall be set back not less than ten (10) feet from public right-of-way or ten (10) feet from the back of curb of a private roadway. Standard informational signs do not require a permit.

Strip Shopping Center. A multi-tenant retail center with less than fifty thousand square feet (50,000 sq. ft.) of enclosed, leasable space.

Subdivision Sign. A monument sign located at the vehicular entrance or exit of a platted residential subdivision.

Substandard Lot or Parcel. A lot or parcel that does not meet the lot area, width or public street frontage and access requirements of this Code.

Swinging Sign. A hinged sign installed on an arm or spar, and which is not also permanently fastened to an adjacent wall, ceiling or upright pole or support.

Temporary Sign. Any sign that is not a permanent sign.

Tenant Frontage or Tenant Space Frontage. The horizontal distance in feet between the left side wall and the right side wall or building end wall of a tenant space fronting on a street.

Tenant panel. A physically removable panel on a sign face that may be changed for different like-sized panels and which is at least two (2) square feet in area. Tenant panels do not include electronic signs, reader boards or changeable copy.

Tenant Space. The physical location within a building designed and intended to serve as the separate and exclusive premises for the operations of a business or entity, which has its own exclusive public entrance/exit from the exterior of the building, and which is occupied by a business or entity legally operating pursuant to all Federal, State, City or other applicable laws and regulations. The use of any such physical location by more than one (1) legally operating business or entity shall only constitute a single tenant space. In the event such a physical location is used or occupied by more than one (1) business or entity, in order for such physical location to constitute a "tenant space", all businesses and/or entities operating therein must be operating pursuant to all Federal, State, City or other applicable laws and regulations.

Under-canopy Sign. A sign suspended below the ceiling or roof of a canopy or marquee and perpendicular to the face of the building. For the purposes of this Ordinance, this term includes Under-marquee Sign.

Variable Message Board. A programmable sign that provides changing information.

Wall Sign. A sign attached to or erected against the outside wall of a building, with the face parallel to the building wall and extending not more than 1 foot (1 ft.) therefrom, and which displays only one sign face.

Window Sign. A sign installed on or inside a window for purposes of viewing from outside the building. This term does not include merchandise located in window or similar window displays.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.4 Permits and labels.

- A. PERMIT REQUIRED. Except as specifically exempted from the provisions of this Ordinance, it shall be unlawful for any person to post, display, materially change, or erect a sign in the City without first having obtained a sign permit. Notwithstanding the foregoing, signs which are not visible from a public right-of-way or from neighboring properties shall not be subject to the standards of this Ordinance. A change in only the copy of a sign shall not constitute a material change.
- B. PERMIT APPLICATION. Applications for sign permits shall be filed by the sign owner or its agent with the Director. The application shall describe and set forth the following:
 - 1. The street address of the property upon which the subject sign is to be located and a site plan of the property which bears the scaled and labeled proposed location of the sign.
 - 2. The aggregate area and copy area for all signs on the parcel.
 - 3. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
 - 4. Name, address, telephone number, business license number and signature of the business owner authorizing placement of the sign.
 - 5. Name, address, telephone number, fax number, business license number and signature of the sign contractor.
 - 6. The type of sign to be erected, the area and copy area of the sign, the height of the sign, (if free-standing) the shape of the sign, the color(s) of the sign, the material of the sign and details showing how the sign will be mounted, installed or erected.
 - 7. For permanent free-standing, ground and monument signs only, show dimensioned sign location on site plan and include structural foundation and mounting details. Indicate the location and size of all existing permanent free-standing, ground and monument signs on the property.
 - 8. The cost of the sign (materials and installation).
 - 9. All applicants for signs which incorporate electricity must obtain an electrical permit or, if previously issued, a copy of the electrical permit. Signs connected to an approved, existing wired outlet or junction box do not require electrical permits.
- C. PERMIT FEES, LABELS AND EXPIRATION DATE.
 - 1. No permit shall be issued until the appropriate application has been filed with, and approved by, the Director and fees have been paid. Fees and any required deposits shall be established from time to time by resolution of the City Council. No application shall be deemed to be accepted by the Director unless and until all fees and deposits are paid and all information reasonably required by the Director is provided by the applicant.

2. The Director may inspect all existing signs in the City to determine if such signs conform to the provisions of the Ordinance. The Director is authorized and empowered to revoke any permit issued upon failure of the holder thereof to comply with any provision of this Ordinance or other Ordinances of the City, or to take other action lawful and necessary to assure correction of violations. Appeal from a revocation of a permit shall be in accordance with the provisions for appeal of a permit denial as set forth in paragraphs #5 and #6.
3. A sign permit shall become null and void if the sign for which the permit was issued has not been completed and erected within the time frame specified by the permit or six (6) months after the date of issuance.
4. A sign permit shall be issued or denied by the Director within 30 days of the filing of a complete and conforming permit application, payment of the appropriate deposits and fee(s), and compliance with all requirements under this Ordinance. If the City fails to act within the thirty-day period, the permit shall be deemed to have been granted.
5. In the event a permit application is denied, the Director shall provide the applicant a written denial, indicating the reason(s) for denial. The applicant may appeal a denial to the Board of Appeals by filing a notice of appeal with the Director within 10 days of written notice of the permit denial. The notice shall state the reasons for the appeal.
6. The Board of Appeals shall take final action on the appeal within 60 days of the notice. If the Board of Appeals fails to act within 60 days, the permit shall be deemed to have been granted. Should the Board of Appeals vote to uphold the denial, the Board of Appeals shall issue a written decision, indicating the reason(s) to the applicant. Appeal from the decision of the Board of Appeals is by writ of certiorari to the Fulton County Superior Court and must be filed within 30 days of the date of the Board's decision.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.5 Variances.

- A. Where a literal application of terms of this Ordinance, due to special circumstances, would result in an unusual hardship in an individual case, a variance may be granted pursuant to procedures set forth in this Code where all the following conditions exist:
 1. a. Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape or topography, which are not applicable to other lands or structures in the area; or
 - b. The natural features of the lot on which the sign is located or to be located, or of the land immediately adjacent to the lot, impairs the visibility of the sign such that it cannot be seen;
 2. The applicant would be deprived of rights that are commonly enjoyed by others similarly situated;
 3. Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;
 4. The exceptional circumstances are not the result of action by the applicant;
 5. The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;
 6. Granting of the variance would not violate more than one standard of this Ordinance; and
 7. Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

Notwithstanding the foregoing, no variance shall be granted for any sign that is a prohibited sign under Subsection 2.6.8.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.6 Non-conforming signs.

It is the policy of the City to encourage that all signs within the City be brought into compliance with the terms and requirements of this Ordinance.

- A. The City finds that non-conforming signs may adversely affect the public health, safety and welfare. Such signs adversely affect the aesthetic characteristics of the city and may adversely affect public safety due to the visual impact of said signs on motorists and the structural characteristics of said signs. Accordingly, the following registration requirements are found to be necessary in order to minimize these possible adverse effects through annual inspections and maintenance and allow the City to remain cognizant of the locations and maintenance of said signs.
- B. The owner(s) or authorized agent(s) of each non-conforming sign located within the City shall register said non-conforming sign with the Director no later than 90 days after the effective date of this Ordinance and shall renew this registration annually thereafter. Any non-conforming sign that does not comply with the registration requirements herein shall be deemed to be an illegal sign and shall be subject to the regulations applicable to illegal signs and all other enforcement provisions of this Ordinance. The Director shall promulgate a form for the registration of non-conforming signs and shall annually inspect said signs to assure that they continue in all other respects in conformity with all other provisions of this Ordinance and any other applicable ordinance or regulation of the City.
- C. The Director may inspect existing signs in the City from time to time to determine if such signs conform to the provisions of this Ordinance.
- D. Any non-conforming sign which is not used or leased for a continuous period of 1 year shall not be reused for sign purposes unless and until it fully conforms with the terms and requirements of this Ordinance.
- E. No change in shape, size or design, shall be permitted except to make a non-confirming sign comply with all requirements of this Ordinance.
- F. A non-conforming sign may not be replaced by another non-conforming sign.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.7 Exemptions from permit requirements.

The following signs shall be exempt from the permit requirements of Section 2.6.4, provided all standards set forth in this Ordinance are met, including, but not limited to, the standards set forth below:

- A. Standard informational signs.
- B. Address numerals, not exceeding six (6) inches in height in residential districts and twelve (12) inches in height in non-residential districts, for the sole purpose of displaying street numbers as may be required by other ordinances and other signs required by law.
- C. Flags provided that the height of a flag pole shall not exceed the allowed height provided for a structure or a building in the applicable zoning district, or sixty (60) ft., whichever is less, and in residential districts shall not exceed twenty-five (25) ft. in height or the height of the primary structure on the lot, whichever is less. In addition, the maximum dimensions of any flag shall be proportional to the flag pole height and the hoist side of the flag shall not exceed twenty percent (20%) of the vertical height of the flag pole. Each lot shall be allowed a maximum of three (3) flag poles unless a special land use permit or variance is obtained. A maximum of 2 flags per pole is allowed.

- D. Non-governmental traffic control devices in or adjacent to internal parking areas and driveways in private developments, located so as not to interfere with, or detract from, official traffic control devices, and which conform to MUTCD (current edition) standards, including, but not limited to, standards regarding size, height, design and location.
- E. Window signs meeting the standards of this Ordinance.
- F. Legally authorized public notices when posted by a government officer in the performance of his or her duties.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.8 Prohibited signs and devices.

Except as otherwise provided, the following types of signs or attention-getting devices are prohibited in all zoning districts of the City:

1. Balloons, pennants, streamers, feather signs, air or gas filled figures, or similar attention-getting devices or wind-activated devices, excluding flags.
2. Swinging signs.
3. Rotating signs.
4. Animated signs, flashing signs, and intensely lighted signs.
5. Beacons, search lights or laser lights or images.
6. Variable message boards used for purposes other than traffic management.
7. Signs which purport to be, or are an imitation of, or resemble an official traffic sign or signal.
8. Window signs which, in aggregate, exceed 20% of the window area or otherwise fail to meet the standards of this Ordinance.
9. A-frame signs, sandwich board, sidewalk or curb signs are prohibited except when placed within 5 ft. of the front door of a building.
10. Signs painted on or attached to utility poles, trees, rocks or other similar objects, except signs lawfully placed on utility poles by a government, public authority or public utility.
11. Signs which obstruct a fire escape, required exit, window or door opening used as a means of ingress or egress, or which interfere with any opening required for ventilation, or which violate any code of the City, including the Life Safety Code and the Fire Prevention Code.
12. Signs occupying a parking space required under the minimum parking requirements of this Ordinance, other than signs designating the space as reserved for handicapped or other use.
13. Signs which do not conform to City-adopted building and electrical codes.
14. Signs which emit audible sound, odor or visible matter.
15. Portable signs.
16. [Reserved].
17. [Reserved].
18. Signs attached to any street signs or traffic control devices, or to any pole supporting same, or any sign attached to any utility pole, other than those signs lawfully placed by a government, public agency, or public utility.
19. Signs projected on a building.
20. Signs in a public right-of-way other than publicly owned or maintained signs.

21. Signs which are in violation of the rules and regulations of any zoning overlay district presently existing or as may later be enacted.
22. Signs located on any substandard lot.
23. Abandoned signs.
24. Any sign that is structurally unsound, or is a hazard to traffic or pedestrians.
25. Dilapidated or neglected signs. A sign (including sign structure) will be dilapidated or neglected if it does not present a neat and orderly appearance, which may be manifested by the following: rust or holes on or in the sign or sign structure, or broken, missing, loose or bent parts, faded or flaking paint, non-operative or partially non-operative illuminating or mechanical devices or missing letters in sign copy.
26. Signs exceeding 156 sq. ft. in copy area if located on a commercial building, signs exceeding 240 sq. ft. in copy area if located on an industrial or office park building and/or signs and sign structures in excess of 15 ft. in height (measured from the ground to the highest point of the structure).
27. Signs in any area designated as an undisturbed buffer pursuant to a federal, state or local law, a condition of zoning, or approved plat.
28. Internally illuminated window signs, including neon or LED signs (except as otherwise permitted herein). Additionally, LED, string or similar lighting outlining the windows, doors or other similar building features shall be prohibited.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.9 Remedies.

In case any sign covered by this Ordinance is or is proposed to be erected, constructed, altered, converted or used in violation of any provision of this Ordinance, the Director may, in addition to other remedies, and after due notice to the appropriate person(s), issue a citation for violation of this Ordinance requiring the presence of the violator in the municipal court or the Alpharetta Code Enforcement Board, or institute injunctive or other appropriate legal or administrative proceedings to prevent such unlawful erection, construction, alteration, conversion or use or to correct or abate such violation.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.10 Severability.

In the event that any section, subsection, sentence or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this Ordinance, even if the surviving parts of this Ordinance result in greater restrictions after any unconstitutional provisions are stricken. The Mayor and Council declare that they would have enacted the remaining parts of this Ordinance if they had known such portions thereof would be declared or adjudged unconstitutional or invalid. The Mayor and Council declare their intent that should this Ordinance be declared invalid, in whole or in part, signs are to continue to be subject to regulations applicable to "structures" contained in other city ordinances, including other sections of this Code.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.11 General provisions.

Except as otherwise provided in this Ordinance, the following general regulations apply to all zoning districts in the City:

A. MAINTENANCE AND APPEARANCE OF SIGNS.

1. All signs shall be maintained in good condition and present a neat and orderly appearance. Any sign showing gross neglect, or which becomes dilapidated, or which is surrounded by an unmaintained ground area, or due to its condition which may pose a threat to the safety of the public may be required to be repaired or removed as set forth below.
2. The Director, upon finding any of the above conditions, will give the owner written notice which may be up to 10 days to correct the deficiencies or to remove the sign or signs. If the owner refuses to correct the deficiencies or remove the sign, the Director may issue a citation under the enforcement provisions of this Ordinance.

B. ILLUMINATION OF SIGNS.

1. The light from any illuminated sign shall not be of an intensity or brightness which will interfere with the peace, comfort, convenience, and general welfare of residents or occupants of adjacent properties.
2. No sign shall have blinking, flashing, or fluctuating lights or other illuminating devices which have a changing light intensity, brightness or color.
3. No color lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.
4. Neither direct nor reflected light from primary light sources shall create a hazard to operators of motor vehicles.
5. Lighting for free-standing signs shall be located above the sign and aimed downward in order to minimize the brightness added to the night sky.

C. MEASUREMENT OF SIGN AREA.

1. *Generally.* Except as otherwise provided herein, the area of a sign shall be computed as the area within the smallest rectangle enclosing the limits of a sign face, together with any sign face cabinet, frame, material, texture, or color forming an integral part of the sign face used to differentiate the sign face from the structure upon which it is placed. The computation of the area of a sign face shall not include the structure, supports, or uprights on which the sign face is placed or any portions of a sign structure that are not intended to contain any copy or serve background, but rather are purely structural or architectural in nature, except as provided above.
2. *Double-Faced Signs.* For double-faced signs, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side. For all other multi-faced signs, the area of the sign shall be the total area on all sides that can be viewed from any angle.
3. *Monument Signs.*
 - a. *Area of Sign.* For monument signs, the "sign area" or "area of the sign" shall mean the total area of the visible surface of the sign, including the base, sign structure, and sign face of the sign. The computation of the sign area of a monument sign shall include the entire surface of the base, sign structure and sign face, as measured from top to bottom and side to side. For monument signs that are double-faced, when the sign face surfaces are parallel and are back to back, or where the interior angle formed by the faces is sixty (60) degrees or less, the area of the sign shall be taken as the areas on the largest side.

- b. *Sign Face.* For monument signs, the area of the sign face shall be measured in the same manner as provided for the measurement of the area of sign for all other signs.
- c. *Copy Area.* For monument signs, the copy area shall be measured in the manner provided in the definition of "copy area."
- d. *Tenant Panels and Changeable Copy Board.* If a portion of a monument sign includes a sign face with tenant panels or changeable copy board, which is separated from another copy area on the sign by portions of a sign structure that are not intended to contain any copy, but rather are purely structural or architectural in nature, the portion of the sign containing tenant panels or changeable copy board shall be measured separately from the other copy area of the sign (i.e., the copy area of the monument sign is the total of (i) the area within the smallest rectangle enclosing the limits of the sign face comprised of tenant panels or changeable copy and (ii) the other (separated) copy area.

D. STANDARDS FOR MONUMENT SIGNS.

- 1. The base of a monument sign shall be at least as wide as the sign face. Unless otherwise specified in a Master Sign Plan or a condition of zoning approval, the base and structure of a monument sign shall be constructed of brick, stone, or other architectural materials matching the principal building's materials and color. Any poles or columns utilized for structural purposes shall be fabricated or covered so that they may not be detected visually. Foundations shall be designed to carry weight and wind load of the sign, in soil which it is placed.
- 2. Any tenant panels or changeable copy on a monument sign shall have a uniform background color and material.
- 3. All monument signs shall display the property address in numbers at least six (6) inches in height. The numerical address shall not be considered part of the sign face and shall not count against the allowable sign square footage provided such numbers are not more than twelve (12) inches in height.
- 4. Except for subdivision signs, monument signs may not be constructed before the principal building is on a lot.

E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

- 1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year.
- 2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
- 3. Banners shall not exceed 24 sq. ft. total area in size.
- 4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5)

[feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.

5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
- F. **PLACEMENT OF SIGNS.** Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
- G. **CHANGEABLE COPY.** Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.12 Requirements for non-residential zoning districts.

A. *Signs Permitted in Strip Shopping Centers (less than 50,000 sq. ft. enclosed leasable space).*

1. **Primary Free-standing Sign (Monument Sign).** One (1) primary monument sign no greater than ten (10) ft. in height with no more than forty-two (42) sq. ft. of copy area shall be permitted in a strip shopping center. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area. This sign shall be set back 20 ft. from the public right-of-way.
2. **Wall Signs.** One wall sign per road frontage for each tenant space no greater than one (1) sq. ft. of sign area per one (1) ln. ft. of tenant space frontage shall be permitted; provided, however, no more than two (2) wall signs shall be allowed for a tenant space (i.e. Corner tenants within strip shopping centers may have a wall sign on the end of the building in addition to the wall sign on the front of the building for a maximum of two (2) wall signs).
3. **Rear Entrance Sign.** One (1) rear entrance sign is allowed for each tenant space within the strip shopping center. Rear entrance signs shall be located on the tenant space's rear entrance door and shall not exceed two (2) sq. ft. in area. Rear entrance signs shall not require a permit from the Director.
4. **Window Signs.** Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does exceed a maximum of four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of character to obscure vision into the premises from the outside. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in a manner that endangers public safety.
5. **Under-Canopy Sign.** One (1) under-canopy sign is permitted for each tenant space within a strip shopping center, which shall not exceed 8 sq. ft. in area.
6. **Sign During Construction.** One (1) temporary free-standing sign per strip shopping center project shall be permitted during the construction of the strip shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction

for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, installation of a permanent sign, or expiration/termination of the land development permit, whichever is first to occur. The sign shall not exceed ten (10) ft. in height, thirty-two (32) sq. ft. in area, and must be set back ten (10) ft. from the public right-of-way (five (5) ft. in the Central Business District). Further, the location of the sign be confined to the site of construction, and only one (1) such sign may be permitted per project.

7. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

B. *Signs Permitted in Shopping Centers (more than 50,000 sq. ft. enclosed leasable space).*

1. *Primary Free-standing Signs (Monument Signs).*

- a. The maximum number of primary monument signs permitted in a shopping center is as follows:

Size of Center (enclosed leasable space)	Total Number of Signs
50,000 sq. ft. to 150,000 sq. ft.	2
Over 150,000 sq. ft. to 200,000 sq. ft.	3
Over 200,000 sq. ft.	4

- b. The monument sign may have up to four (4) tenant panels, which shall be calculated as part of the copy area.
 - c. No such sign shall be located within twenty (20) ft. of the public right-of-way of the street which affords the principal means of access to the shopping center. The sight distance of each sign shall conform to City standards, and evidence of conformity shall be provided to the Director.
 - d. The maximum height of any such sign shall be twelve (12) ft. and the maximum area permitted for any such sign is as follows:

Height	Area of Sign	Copy Area
10 feet or less	420 sq. ft.	78 sq. ft.
Over 10 ft. but not more than 12 ft.	360 sq. ft.	64 sq. ft.

- f. The name and street number of the shopping center may be set forth on the monument sign. The calculation of the permitted copy area shall not include the street number.
 - g. The owner or developer of a shopping center which exceeds 150,000 sq. ft. may elect to forego one or more of the monument signs otherwise permitted under this subsection. For each sign that is foregone, the owner of or developer may elect to increase the copy area of one

remaining sign up to 100% of the square footage that is otherwise permitted under this subsection, or, in the event there is more than one remaining sign, this percentage may be allocated among the remaining signs. In no event shall the copy area of any sign be increased by more than 100%. By way of illustration, if an owner of a shopping center exceeding 200,000 sq. ft. elects to forego one of the four permitted monument signs, he might elect to increase the copy area of one of the remaining signs by 100%, or he might elect to increase the copy area of one remaining sign by 50% and the two other signs by 25% each, etc.

- h. In addition to the monument signs permitted above, one (1) monument sign not exceeding 10 ft. in height and 32 sq. ft. in copy area is permitted for each out-parcel; provided, however, if the out-parcel is a corner lot, one (1) sign for each street frontage is permitted.

2. *Canopy Signs and Wall Signs.*

- a. One canopy sign or wall sign is permitted for each tenant space in the shopping center.
- b. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign.
- c. The area of a wall sign or canopy sign shall not exceed one (1) sq. ft. for each linear foot of tenant space frontage.

3. *Under-Canopy Signs.*

- a. One (1) under-canopy sign is permitted for each tenant space within a shopping center.
- b. Under-canopy signs shall extend perpendicular to the wall of the tenant space, shall not exceed 8 sq. ft. in area, and shall be attached at a uniform height sufficient to assure the safety of pedestrians. Under-canopy signs shall match the wall or canopy signage for the subject tenant space unless otherwise approved by the Director.

4. *Rear Entrance Sign.*

- a. One rear entrance sign is permitted for each tenant space within the shopping center. The developer or owner of the shopping center shall be responsible to the City for proper rear entrance signage of tenant spaces, including proper maintenance.
- b. Rear entrance signs shall be located on the tenant space's rear door.
- c. The area of rear entrance signs shall not exceed 8 sq. ft.; however, the sign may not be less than 18 in. wide and 12 in. high.

5. *Signs During Construction.*

- a. One (1) temporary free-standing sign per shopping center project shall be permitted during the construction of the shopping center or the principal building of any outparcel. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.
- b. The size of the sign shall not exceed thirty-two square feet (32 sq. ft.) in area and the height of such sign shall not exceed ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction, and only one (1) such sign may be permitted per project.

7. *Window Signs.*

- a. Window signs, as defined in this Ordinance, are permitted for each tenant space in a shopping center. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject tenant space.

- b. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area. Illuminated window signs shall be included in the maximum aggregate window sign area calculation. Any illuminated window sign shall be constant in its light emission, shall not be animated, and shall not be so large or of a character to obscure vision into the premises from the outside.
 - c. Window signs shall not require a permit from the Director. However, each tenant shall immediately remove any window sign upon receipt of written notification from the Director stating that such window sign obscures the vision of police or other security or safety personnel into the premises in such a manner that endangers public safety.
- 8. *Reserved.*
- 9. *Signs Permitted for Cinema Complexes.*
 - a. In addition to the primary monument signs permitted for the shopping center, one (1) monument sign, which may include changeable copy board, shall be permitted for a lot containing a cinema complex; provided, however, if the cinema complex is located on an outparcel, any cinema monument signs erected shall be in lieu of the monument sign that is otherwise permitted for the outparcel pursuant to this subsection. If the cinema complex is on a corner lot, one (1) cinema monument sign for each street frontage is permitted.
 - b. The changeable copy board shall be constructed in such a fashion to prevent wind, rain or other elements from altering the position of the copy.
 - c. The height of a monument sign for a cinema complex shall not exceed fifteen (15) ft.
 - d. *Reserved.*
 - e. The copy area of a monument sign for a cinema complex shall not exceed one-hundred-and-twenty (120) sq. ft.
 - f. One (1) wall sign, which may include changeable copy board, or canopy sign shall be permitted for a cinema complex; provided, however, if theaters are contained within separate buildings then one such sign shall be permitted for each building. Signage for each building shall be treated as a separate sign. The aggregate area of wall signs or canopy signs for a cinema complex shall not exceed 1 sq. ft. for each linear foot of building frontage.
 - g. No wall sign or canopy sign shall be located so that any part of the sign or its support extends above the top of the wall or canopy, and no copy shall be located within five (5) in. of the top of the sign. The provisions of this subsection pertaining to signage in cinema complexes shall also apply to cinemas not located within a shopping center.
- 10. *Entry Wall Signs.* A sign of up to three (3) sq. ft. is permitted on the wall above or adjacent to the entry of a tenant space located in a building without a common front entry.
- 11. *Standard Informational Signs.* Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- C. *Signs Permitted in Industrial and Office Parks.*
 - 1. *Free-Standing Signs.*
 - a. *Primary Free-Standing (Monument) Signs.* A maximum of two (2) primary monument signs are permitted in an industrial or office park. No primary monument sign shall exceed 15 ft. in height. A changeable copy board is not permitted on an industrial or office park sign. No primary monument sign shall be located within 20 ft. of the public right-of-way of the street which affords the principal means of access to the industrial or office park. The permitted area for primary free-standing signs is as follows:

Frontage	Area	Copy Area
Up to 500 feet	75 square feet	60 sq. ft.
501—1,000 feet	100 square feet	75 sq. ft.
1,001—1,500 feet	150 square feet	100 sq. ft.
Over 1,500 feet	200 square feet	150 sq. ft.

b. **Secondary Free-Standing (Monument) Signs.** One secondary monument sign shall be permitted for each building in the industrial or office park, not to exceed 32 sq. ft. in area. The height of a secondary monument sign shall not exceed 10 ft.

2. **Wall Signs.** Buildings of two (2) stories or greater may have a wall sign located at the top of the building. The maximum area of such sign shall not exceed 20 sq. ft. per floor or story above road grade, not to exceed ~~156-240~~sq. ft. [Wall signs shall not be internally illuminated.](#)
3. **Door or Wall Sign.** One (1) sign of up to three square feet (3 sq. ft.) is permitted for each tenant space within a building. Such signs shall be located on the door of the suite, or on a wall immediately adjacent to the door of the suite for business establishments located in a building without a common front entry.
4. **Directory Signs.** Directory signs are permitted in industrial or office parks. Each exterior directory sign shall be a monument sign. Height of a directory sign shall not exceed ten feet (10 ft.).
5. **Reserved.**
6. **Rear, Secondary or Delivery Entrance Signs.** Rear, secondary or delivery entrance signs are permitted at appropriate locations within an industrial or office park. All such signs shall be free-standing and shall not exceed eight square feet (8 sq. ft.) in size and ten feet (10 ft.) in height.
7. **Signs During Construction.** One (1) temporary free-standing sign for each subdivided tract within an industrial or office park is permitted during construction. Such sign shall be allowed upon the commencement of construction for which a land disturbance permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development permit, whichever is first to occur.

The size of such sign shall not exceed thirty-two square feet (32 sq. ft.) and the maximum height of such sign shall be ten feet (10 ft.). Further, the location of the sign shall be confined to the site of construction.

8. **Standard Informational Signs.** Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.

D. Signs Permitted for Convenience Centers with Gasoline Pumps.

1. One monument sign per road frontage not to exceed ten feet (10 ft.) in height and thirty-two square feet (32 sq. ft.) in area. The monument sign may include changeable copy board, not to exceed four (4) square feet in area, which shall be calculated as part of the copy area.

2. Wall signage for convenience store and accessory buildings shall not exceed an aggregate area of eighty square feet (80 sq. ft.).
 3. One canopy sign per road frontage not to exceed twenty square feet (20 sq. ft.) per sign.
 4. Signs on pumps shall not exceed three square feet (3 sq. ft.) per pump.
 5. Window signs, as defined in this Ordinance, are permitted. The aggregate copy area of such signs, however, shall not exceed a maximum of twenty percent (20%) of the total window area of the subject building or tenant space. One (1) illuminated window sign is permitted for each tenant space provided that such sign does not exceed four (4) sq. ft. in area.
 6. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- E. *Signs Permitted for Free-Standing Commercial Establishments not Located within a Shopping Center, Office Park or Industrial Park.*
1. One (1) monument sign per road frontage no greater than ten feet (10 ft.) in height with no more than thirty-two square feet (32 sq. ft.) of area. Each sign shall be set back not less than ten feet (10 ft.) from the public right-of-way, except in the Central Business District where the setback shall be not less than five feet (5 ft.) from the public right-of-way.
 2. One (1) wall sign per road frontage for each tenant space no greater than one square foot (1 sq. ft.) of area per one linear foot (1 ln. ft.) of tenant frontage; provided, however, no more than 2 wall signs shall be allowed for a tenant space.
 3. One (1) rear door sign not to exceed three square feet (3 sq. ft.) in area.
 4. Window signs not exceeding twenty percent (20%) of the glass area.
 5. One (1) sign no greater than three square feet (3 sq. ft.) located on the front door or on a wall immediately adjacent to the front door.
 6. Buildings of three (3) stories or greater may have a wall sign located at the top of the building and is not greater than forty-eight square feet (48 sq. ft.) in area.
 7. One (1) temporary free-standing sign shall be permitted during the construction of the principal building for the lot. Such sign shall be allowed upon the commencement of construction for which a land disturbance or building permit has been issued, and terminating upon the issuance of a certificate of occupancy, the installation of a permanent sign, or the expiration/termination of the land development or building permit, whichever is first to occur. The sign shall not exceed ten feet (10 ft.) in height, thirty-two square feet (32 sq. ft.) in area, and must be set back ten feet (10 ft.) from the public right-of-way (five feet (5 ft.) in the Central Business District).
 8. Standard Informational Signs. Standard informational signs, as defined in this Section, shall be permitted for each lot. Standard informational signs do not require a permit from the Director.
- F. *Signs permitted within the Historic Business District and MU zoned properties.* In addition to the signs authorized under a designated category, each business in the Historic Business District and within MU zoned properties may utilize the following additional signage:
1. Each located on the ground floor of a building shall be permitted one (1) perpendicular sign which shall not exceed eight (8) square feet in size and shall be placed at least eight (8) feet, but no more than twelve (12) feet above sidewalk. In order to foster originality, the shape of the sign may not incorporate more than one set of parallel edges and words may only comprise up to 50% of the sign face area. The remaining sign face area must incorporate some form of graphic design. In addition, signs must be mounted on decorative black brackets.
 2. Businesses located within the first two floors of a building that backs onto a parking lot, alley, park or other public space may have an additional wall sign up to twenty-four (24) square feet in size. This additional wall sign shall be located on the back of the building facing the parking lot, alley, park or other public space and placed within general proximity of the associated business.

- G. Building Ground Signs (monument signs) within the Central Business District shall not be internally illuminated. Where illumination is needed, lighting fixtures may be placed at the top of the sign and aimed downward or may be placed on the ground and aimed in such a way as to illuminate the sign without creating spillover into the night sky. This regulation shall apply only to new signs. The changing of a sign face or panel shall not constitute a new sign.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

2.6.13 Requirements for residential zoning districts.

- A. *Standard Informational Signs.* Each lot located in a residential district may display standard informational signs, as defined in this Ordinance. No single sign shall exceed four feet (4 ft.) in height. No sign shall be illuminated. All signs must be set back at least ten feet (10 ft.) from the right-of-way.
- B. *Subdivision Signs.* A maximum of two (2) subdivision signs per platted residential subdivision entrance are permitted, which may be erected while the subdivision is under construction and being actively marketed 'For-Sale'.. These signs shall be single-faced, not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and be set back at least ten feet (10 ft.) from the right-of-way. Subdivision signs shall not be included in the calculation of aggregate sign area for any lot. A subdivision sign shall not be internally illuminated.
- C. *'For-Rent' Dwelling Developments.* One (1) monument sign shall be permitted for a planned 'for-rent' dwelling development. Such sign shall not exceed ten feet (10 ft.) in height or thirty-two square feet (32 sq. ft.) in area, and be set back at least ten feet (10 ft.) from the right-of-way. The sign shall not be internally illuminated.
- D. *CUP Districts.* Within CUP zoning districts, 'For-Rent' dwelling developments shall also be permitted one permanent, free-standing, directional sign. Such sign shall be a monument sign and shall match the appearance of the primary sign on the site, be setback at least ten feet (10 ft.) from the public right-of-way, and shall be no greater than thirty-two square feet (32 sq. ft.) in area.

([Ord. No. 720](#), § 2(Exh. A), 2-22-2016)

Footnotes:

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Editor's note— [Ord. No. 720](#), § 2(Exh. A), adopted 2-22-2016, repealed former § 2.6 (2.6.1—2.6.14), and enacted a new § 2.6 as set out herein. The former § 2.6 pertained to similar subject matter and derived from the original codification and [Ord. No. 713](#), §§ 1—8, adopted Sept. 28, 2015.

AN ORDINANCE TO AMEND ARTICLE II AND APPENDIX A OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO MODIFY SECTION 2.6.8 (26) PROHIBITED SIGNS AND DEVICES; TO MODIFY SECTION 2.6.12 (C) SIGNS PERMITTED IN INDUSTRIAL AND OFFICE PARKS; TO DELETE APPENDIX A: ALPHARETTA DOWNTOWN CODE SECTION 2.4.1 (C)(3) WITH REGARD TO OFF-SITE PARKING; 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 Article 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 II, Subsection 2.6.8 (26)**, “Prohibited Signs and Devices,” of the Unified Development Code is hereby amended to identify wall signs exceeding 240 square feet on industrial or office park buildings as prohibited signs.

Section 2: **Article II, Subsection 2.6.12 (C)(2)**, Signs Permitted in Industrial and Office Parks – Wall Signs of the Unified Development Code is hereby amended to increase the maximum allowable wall sign area, not to exceed 240 square feet and shall not be internally illuminated.

Section 3: **Appendix A: Alpharetta Downtown Code, Subsection 2.4.1 (C)(3)**, Vehicle Parking of the Unified Development Code are hereby deleted in its entirety.

Section 4: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to 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 5: 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 _____, 2017.

Approved:

David Belle Isle, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney



City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By:

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: FISCAL YEAR 2017 MID-YEAR BUDGET AMENDMENT (2ND READING)

II. RECOMMENDATION:

Staff recommends that the Fiscal Year 2017 Mid-Year Budget Ordinance be approved.

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: VARIES BY FUND. SEE MID-YEAR
BUDGET REQUESTS (ATTACHED).

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The purpose of the Fiscal Year (FY) 2017 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first eight months of the fiscal year) or are planned to occur before fiscal year-end.

Initiatives are discussed in detail within the attached Fiscal Year 2017 Mid-Year Budget Requests (Exhibit A) and have been adjusted for the amendments requested as part of the first reading approval.

The initiative for demolition of structures on recently acquired park parcels has been removed as those activities will be funded directly through the existing Park Bond Land account.

The only new initiative is the relocation of city fiber within the City Center area and is discussed in detail within Exhibit A.

V. ALTERNATIVES:

VI. ATTACHMENTS:

2017 Mid-Year Budget Ordinance, 2017 Mid-Year Budget Ordinance (Exhibit A)



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO ADOPT THE MID-YEAR FISCAL 2017 BUDGET FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2017 mid-year budget to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2017 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures;

NOW, THEREFORE BE IT ORDAINED that this mid-year 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 mid-year budget for these certain funds for the fiscal year 2017; and

BE IT FURTHER ORDAINED that this mid-year budget be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

ADOPTED this _____ day of _____, 2017.

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
Mid-Year Budget Request

The purpose of the Fiscal Year (FY) 2017 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first eight months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

The General Fund is the principal operating fund of the City and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, utility taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g. Public Safety, Recreation and Parks, etc.). That is to say, a given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission, but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e. authorized full-time equivalent staffing level) for each department. The FY 2017 Mid-Year Budget Amendment adjusts three departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2017 Mid-Year Budget Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
General Fund	Fiscal Year 2017		
	Current Budget Feb. 2017	Mid-Year Budget Amendment	Revised Budget Feb. 2017
Revenues by Source:			
Property Taxes	\$ 21,409,000	\$ -	\$ 21,409,000
Local Option Sales Taxes	15,100,000	-	15,100,000
Other Taxes	10,894,500	-	10,894,500
Insurance Premium Taxes	3,360,000	30,000	3,390,000
Licenses and Permits	947,050	-	947,050
Building Permit Fees	1,350,000	55,000	1,405,000
Intergovernmental Revenue	511,000	-	511,000
Charges for Services	3,110,900	-	3,110,900
Fines and Forfeitures	2,402,000	-	2,402,000
Investment Earnings	60,000	-	60,000
Other/Miscellaneous	301,722	-	301,722
Other Financing Sources			
Transfer(s) in from Hotel/Motel Fund	2,250,000	-	2,250,000
Budgeted Fund Balance	6,067,830	-	6,067,830
Total Revenues	\$ 67,764,002	\$ 85,000	\$ 67,849,002
Expenditures by Department:			
Mayor & Council	\$ 360,977	\$ -	\$ 360,977
City Administration	2,037,438	-	2,037,438
Finance	3,199,142	-	3,199,142
City Attorney	650,000	-	650,000
Information Technology	1,599,441	-	1,599,441
Human Resources	401,756	-	401,756
Municipal Court	1,092,257	-	1,092,257
Public Safety	26,494,672	-	26,494,672
Public Works	7,887,543	20,000	7,907,543
Recreation & Parks	8,736,567	10,000	8,746,567
Community Development	2,727,412	55,000	2,782,412
subtotal	\$ 55,187,205	\$ 85,000	\$ 55,272,205
General Government:			
Non-Departmental	\$ 45,000	\$ -	\$ 45,000
Insurance Premiums	640,000	-	640,000
Gwinnett Tech Bond (P&I)	286,940	-	286,940
Transfer(s) to other Funds	10,549,857	-	10,549,857
Contingency	605,000	-	605,000
Debt Service Reserve (Convention Ctr Bonds)	450,000	-	450,000
subtotal	\$ 12,576,797	\$ -	\$ 12,576,797
Total Expenditures	\$ 67,764,002	\$ 85,000	\$ 67,849,002

Fiscal Year 2017 Mid-Year Budget Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2017 Mid-Year Budget Amendment.

Public Works Department

Initiative: Landscape Maintenance (Right-Of-Way and City Facilities)
 Funding Request: \$20,000 (additional contract costs for December 2016 – June 2017)
 Funding Source: \$20,000 (insurance premium tax collections in excess of budget)

The City Council approved the competitive procurement of Ruppert Landscaping in November 2016 for landscape maintenance of city right-of-way and facilities. The landscaping services cost under the new contract totals \$329,963 annually versus FY 2017 appropriations of \$291,000. The fiscal impact in FY 2017 (December 2016 - June 2017) approximates \$20,000. The FY 2018 operating budget will include the revised contract cost.

Recreation and Parks Department

Initiative: Landscape Maintenance (newly acquired Park Land)
 Funding Request: \$10,000 (estimated contract costs for March – June 2017)
 Funding Source: \$10,000 (insurance premium tax collections in excess of budget)

The City Council approved the competitive procurement of Triscapes Inc. in February 2017 for landscape maintenance of city parks and athletic fields. This contract includes a provision for maintenance of additional parcels acquired by the city at a rate of \$75 per acre per month. The newly acquired park land acreage requiring landscape maintenance is estimated at 21 acres (and will change as more acquisitions are made) which results in additional costs of \$10,000 for the period of March-June 2017. Included in this estimated cost are additional ancillary services such as brush clearing. The FY 2018 operating budget will include contract funding to cover landscape maintenance of the newly acquired parkland.

Community Development Department

Initiative: Temporary/Seasonal funding for two Part-Time (PT) positions
 PT Administrative Assistant I; PT Assistant Permit Technician
 Funding Request: \$25,000 (partial year impact in FY 2017; annualized impact is \$60,000)
 Funding Source: \$25,000 (additional Building Permit Fees)

Development activity within the city is continuing a strong growth trend that has begun to generate customer demand for services that is outpacing staffing capabilities within the Community Development Department. Specifically, the increased workload at the two front desks is requiring coverage from employees elsewhere in the office, which is impacting their core job productivity.

The Community Development Department has requested the addition of temporary/seasonal funding for two part-time positions to assist as follows:

- Part-Time Administrative Assistant I - This part-time position will provide peak-time coverage at the planning and development services front desk.
- Part-Time Assistant Permit Technician - This part-time position will provide peak-time coverage at the permitting and inspection services front desk.

These positions will enable the Department to meet current and projected demand while maintaining the same level of service to customers. The budgetary impact for FY 2017 totals \$25,000 and represents four months of personnel costs (e.g. March through June) and startup costs (e.g. computers) and is being funded through additional building permit fee collections. There is no increase in authorized full-time-equivalent staffing as these positions are seasonal/temporary. The departmental service demand will be reevaluated in six months to determine if these positions will be retained into FY 2018.

Fiscal Year 2017 Mid-Year Budget Requests

Initiative: Sound Masking Technology (City Hall – Community Development/City Admin)

Funding Request: \$30,000

Funding Source: \$30,000 (additional Building Permit Fees)

The Community Development Department lobby gets very noisy during business hours with multiple customers either being served or waiting in the queue coupled with sound reflective materials amplifying said noise (i.e. tile/laminate flooring vs sound absorption materials such as carpet). This can make it difficult for staff to hear/communicate with customers (both in person and over the phone). Also, the open office areas within Community Development (e.g. plan review) and City Administration, while productive and proven to facilitate collaboration, can suffer from both excessive noise (impacting concentration) and the lack of noise (reducing privacy). Sound Masking technology can alleviate these issues and is installed within City Hall (Finance and Information Technology Departments) with proven beneficial results.

Sound Masking technology sends out an unobtrusive background sound, similar to HVAC airflow, to reduce the intelligibility of human speech and reduce distractions. It is a uniform noise that is barely detectable. Specially-designed sound emitters are added to ceiling tiles, helping to disperse the sound. Costs are estimated at \$30,000 and fund the purchase, installation, and maintenance (1-year) of sound masking technology (approximately 100 sound emitters/ 2 main control units).

Impact Fee Fund

The Impact Fee Fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (parks, roads, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

The FY 2017 Mid-Year Budget Amendment includes the following project additions/removals.

IMPACT FEE FUND				
LEGAL LEVEL OF CONTROL				
		Fiscal Year 2017		
		Current Budget Feb. 2017	Mid-Year Budget Amendment	Revised Budget Feb. 2017
Expenditures by Project:				
Public Works				
Temporary Traffic Signal (KBR @ Nwinds Pkwy)		\$ -	\$ 68,310	\$ 68,310
Transportation Impact Fee (Non-Allocated)		324,884	(68,310)	256,574
Net Budget Adjustments		\$ 324,884	\$ -	\$ 324,884

Public Works Department

Initiative: Temporary Traffic Signal (Kimball Bridge Road at Northwinds Parkway)

Funding Request: \$68,310 (split funded with the Capital Project Fund)

This request is for design and construction of a temporary signal at the intersection of Kimball Bridge Road and Northwinds Parkway. The temporary signal consists of installing wooden poles on four corners of the intersection and running span wire between the poles to mount the signal heads. In addition to mounting the signal heads, a traffic control box and associated equipment will need to be installed as well as vehicle detection devices. Total funding is estimated at \$90,000 and is funded through both the Capital Project Fund (\$21,690) and the Impact Fee Fund (\$68,310) pursuant to transportation impact fee eligibility ratios for a new road segment. The permanent traffic signal will be planned as part of the Kimball Bridge Road operational improvement project.

Fiscal Year 2017 Mid-Year Budget Requests

Drug Enforcement Agency (DEA) Fund

The DEA Fund accounts for revenues received from the enforcement of drug laws and the confiscation of property from drug offender's arrests that can be used by public safety to aid in drug enforcement activity. The budgetary legal level of control resides at the department level (Public Safety) for operations/minor capital and project level for targeted initiatives.

The FY 2017 budget for the DEA Fund includes an estimate of confiscation/federal seizure collections totaling \$337,600. DEA Fund collections are non-standard and have been even more volatile following the temporary rescission of equitable sharing by the Federal Government in late 2015. As such, future appropriations from the DEA Fund will be based on available cash/collections (as opposed to a forecast of collections). As of February 2017, the DEA Fund has collected \$89,329 in confiscations/federal seizures resulting in a reduction of budgetary revenues (\$337,600 appropriations less \$89,329 collections = reduction in budgetary revenue of -\$248,271).

The Public Safety Headquarters expansion project (construction) totals approximately \$2.7 million. Included in this funding is \$1.75 million from the DEA Fund. The Public Safety Department is in the process of reviewing this project in light of other priorities and recommends reducing appropriations within the DEA Fund to \$500,000. Reallocated funding will be placed in a non-allocated (reserve) account to cover: (1) base budget obligations (personnel/Taser lease) in FY's 2017 and 2018; and (2) public safety initiatives. Remaining funding for the Public Safety Headquarters project will be requested as part of the capital budget process.

DRUG ENFORCEMENT AGENCY (DEA) FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2017		
	Current Budget Feb. 2017	Mid-Year Budget Amendment	Revised Budget Feb. 2017
Revenue by Source:			
Confiscations/Federal Seizures	\$ 337,600	\$ (248,271)	\$ 89,329
Confiscations/State Seizures	10,000	-	10,000
Investment Earnings	976	-	976
Carryforward Fund Balance (combined)	1,742,859	-	1,742,859
Total	\$ 2,091,435	\$ (248,271)	\$ 1,843,164
Expenditures by Department/Project:			
Public Safety			
Personnel Services	\$ 259,630	\$ -	\$ 259,630
Maintenance and Operations	53,323	-	53,323
Taser Lease	48,946	-	48,946
Minor Capital	13,940	-	13,940
Public Safety Headquarters Expansion	1,750,000	(1,250,000)	500,000
Non-Allocated	(34,404)	1,001,729	967,325
Total	\$ 2,091,435	\$ (248,271)	\$ 1,843,164

Fiscal Year 2017 Mid-Year Budget Requests

Capital Project Fund

The Capital Project Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level. The FY 2017 Mid-Year Budget Amendment includes the following project additions/removals.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL			
		Fiscal Year 2017	
		Current Budget Feb. 2017	Mid-Year Budget Amendment
			Revised Budget Feb. 2017
Revenue by Source:			
City Center Land Sales	\$ -	\$ 5,368,705	\$ 5,368,705
Net Budget Adjustments	\$ -	\$ 5,368,705	\$ 5,368,705
Expenditures by Project:			
Public Works			
Parking Decks (Milton Avenue/Old Roswell Street)	\$ -	\$ 5,368,705	\$ 5,368,705
Mayfield Road Culvert Replacement	-	420,000	420,000
Temporary Traffic Signal (KBR @ Nwinds Pkwy)	-	21,690	21,690
Traffic Signal (Fiserv/HP Entrance)	249,312	(249,312)	-
Downtown Enhancements	62,580	(40,000)	22,580
Traffic Signal Improvements	-	290,000	290,000
Information Technology			
City Fiber Relocation (City Center)	-	30,000	30,000
Community Development			
Design Services	-	25,000	25,000
subtotal	\$ 311,892	\$ 5,866,083	\$ 6,177,975
Non-Departmental			
Non-Allocated	\$ 1,028,078	\$ (497,378)	\$ 530,700
subtotal	\$ 1,028,078	\$ (497,378)	\$ 530,700
Net Budget Adjustments	\$ 1,339,970	\$ 5,368,705	\$ 6,708,675

Public Works Department

Initiative: Parking Decks (Milton Avenue/Old Roswell Street)

Funding Request: \$5,368,705 (City Center land sales)

As identified in the Downtown Master Plan, this project will enhance parking opportunities on the west side of Main Street and provide opportunities for new development and redevelopment within the city's Downtown area. Discussion on the location of structured parking originally centered on two sites that came to be referenced as Sites A and D. Site A is located along Old Roswell Street on the site of the existing municipal parking lot, and Site D is located on Milton Avenue just west of the veterinary clinic on property recently purchased by the city. The deck on Site A would have a below ground level and a level above that at the highest point includes a 10' wall behind the existing tree in order to save the greenspace area and provide positive drainage. The deck on Site D would be three levels, all above ground. The decks would provide approximately 355 spaces (168 spaces for Site A and 187 spaces for Site B). Total construction costs are estimated at \$8 million. The FY 2017 capital budget included funding totaling \$1 million.

Fiscal Year 2017 Mid-Year Budget Requests

Remaining funding required totals \$7 million and is funded through City Center land sales (\$5.4 million), contributions from private development (\$350,000), with the remaining portion (\$1.3 million) requested as part of a future capital budget. The City Center land sales will be appropriated upon receipt of executed closing documents for the purpose set forth herein.

Initiative: Mayfield Road Culvert Replacement

Funding Request: \$420,000 (split funded with the Stormwater Capital Fund)

This request is to replace the failed drainage culvert pipe that carries Foe Killer Creek under Mayfield Road. This pipe is unable to be slip lined due to (1) degradation in the pipe, and (2) potential flooding upstream due to the reduced pipe capacity that would result from slip lining. Staff has determined that a bottomless culvert provides a more efficient solution than reinstalling a culvert pipe. Due to the proximity to Alpharetta Elementary School, the fix will be implemented during summer 2017 to minimize impact to commuters and will take approximately six weeks to construct. Total funding is estimated at \$700,000 and is funded through both the Capital Project Fund (\$420,000) and the Stormwater Capital Fund (\$280,000). Funding is for both design and construction.

Initiative: Temporary Traffic Signal (Kimball Bridge Road at Northwinds Parkway)

Funding Request: \$21,690 (split funded with the Impact Fee Fund)

This request is for design and construction of a temporary signal at the intersection of Kimball Bridge Road and Northwinds Parkway. The temporary signal consists of installing wooden poles on four corners of the intersection and running span wire between the poles to mount the signal heads. In addition to mounting the signal heads, a traffic control box and associated equipment will need to be installed as well as vehicle detection devices. Total funding is estimated at \$90,000 and is funded through both the Capital Project Fund (\$21,690) and the Impact Fee Fund (\$68,310) pursuant to transportation impact fee eligibility ratios for a new road segment. The permanent traffic signal will be planned as part of the Kimball Bridge Road operational improvement project.

Initiative: New Traffic Signal (Fiserv/HP)

Funding Reallocation: (\$249,312)

While the new traffic signal at Westside Parkway and the Fiserv/HP entrance has been designed, other factors have inhibited it from moving forward including right-of-way and traffic counts. Specifically, the city needs HP to grant easements to allow the placement of the mast arms and HP has been unwilling to do so. In addition, a signal warrant analysis concluded that a signal at this intersection is not warranted based on existing traffic counts. As employment capacity at Fiserv grows in the future, the signal project will be revisited. Available funding is being reallocated towards the higher priority Traffic Signal Improvements project.

Initiative: Downtown Enhancements

Funding Reallocation: (\$40,000)

Available funding is being reallocated towards the higher priority Traffic Signal Improvements project. Sufficient funds remain within the Downtown Enhancements project after this reallocation to meet department needs for the remainder of the fiscal year.

Initiative: Traffic Signal Improvements

Funding Reallocation: \$290,000

This request is for the appropriation of funds towards general traffic signal improvement/expansion projects that warrant consideration based on traffic counts and demonstrated need. Identified projects include signalization upgrades and pedestrian safety improvements at the intersection of Park Plaza and Academy Street (City Center).

Fiscal Year 2017 Mid-Year Budget Requests

Information Technology Department

Initiative: City Fiber Relocation (City Center)

Funding Request: \$30,000

The fiber leading into City Hall provides data redundancy for the city (Information Technology) and currently runs within the ROW of Academy Street. Based on the approved plans of the private property development occurring at City Center, the existing fiber conduit is in conflict with the development and needs to be moved. The recommendation is to relocate the existing IT fiber to the north side of Academy Street and place the fiber underground at a cost of \$30,000.

Another option is temporarily installing the IT fiber on utility poles at a cost of \$10,000 in the interim with the goal being to place the fiber underground in the future (and incurring additional costs at that time). The utility companies have vacillated on whether the utility poles will stay, be replaced, or be removed which further creates uncertainty as to the feasibility of placing the fiber on utility poles. Staff recommends placing the fiber underground at this time.

Community Development Department

Initiative: Design Services

Funding Request: \$25,000

This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Comprehensive Plans, Small Area Plans, project designs such as plazas, landscape architecture, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, improve project completion timelines and functionality to maintain the high level of performance by City Staff that our citizens and business owners are accustomed to.

Stormwater Capital Fund

The Stormwater Capital Fund accounts for the maintenance, design, repair, and construction of stormwater drainage projects. The budgetary legal level of control resides at the project level. The FY 2017 Mid-Year Budget Amendment includes the following project additions/removals.

STORMWATER CAPITAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2017		
	Current Budget Feb. 2017	Mid-Year Budget Amendment	Revised Budget Feb. 2017
Expenditures by Project:			
Public Works			
Mayfield Road Culvert Replacement	\$ -	\$ 280,000	\$ 280,000
Stormwater Pipe & Structure Maintenance	1,230,054	(140,000)	1,090,054
Stormwater Drainage Maintenance	200,000	(110,572)	89,428
Stormwater Inspections	100,000	(16,580)	83,420
Wills Park Water Quality Improvements (Design)	45,100	(8,604)	36,496
Wills Park Drainage Improvements (Design)	39,004	(4,244)	34,760
Net Budget Adjustments	\$ 1,614,158	\$ -	\$ 1,614,158

Fiscal Year 2017 Mid-Year Budget Requests

Public Works Department

Initiative: Mayfield Road Culvert Replacement

Funding Request: \$280,000 (split funded with the Capital Project Fund)

This request is to replace the failed drainage culvert pipe that carries Foe Killer Creek under Mayfield Road. This pipe is unable to be slip lined due to (1) degradation in the pipe and (2) potential flooding upstream due to the reduced pipe capacity that would result from slip lining. Staff has determined that a bottomless culvert provides a more efficient solution than reinstalling a culvert pipe. Due to the proximity to Alpharetta Elementary School, the fix will be implemented during summer 2017 to minimize impact to commuters and will take approximately six weeks to construct. Total funding is estimated at \$700,000 and is funded through both the Capital Project Fund (\$420,000) and the Stormwater Capital Fund (\$280,000). Funding is for both design and construction.

Initiative: Stormwater Pipe & Structure Maintenance

Funding Reallocation: (\$140,000)

Available funding is being reallocated towards the higher priority Mayfield Road Culvert Replacement project. Funding for Stormwater Pipe & Structure Maintenance will be requested as part of the FY 2018 capital budget.

Initiative: Stormwater Drainage Maintenance

Funding Reallocation: (\$110,572)

Available funding is being reallocated towards the higher priority Mayfield Road Culvert Replacement project. Funding for Stormwater Drainage Maintenance will be requested as part of the FY 2018 capital budget.

Initiative: Stormwater Inspections

Funding Reallocation: (\$16,580)

Available funding is being reallocated towards the higher priority Mayfield Road Culvert Replacement project. Funding for Stormwater Inspections will be requested as part of the FY 2018 capital budget.

Initiative: Wills Park Water Quality Improvements (design)

Funding Reallocation: (\$8,604)

Project is fully funded/encumbered and available appropriations are being reallocated towards the Mayfield Road Culvert Replacement project.

Initiative: Wills Park Drainage Improvements (design)

Funding Reallocation: (\$4,244)

Project is fully funded/encumbered and available appropriations are being reallocated towards the Mayfield Road Culvert Replacement project.



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By: Bob Regus

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE: TEASLEY STREET

II. RECOMMENDATION:

Adopt a resolution authorizing the execution and delivery of that certain agreement for purchase and sale of real estate by and among the Fulton County Board of Education, the City of Alpharetta, River Rock Development LLC, and West Canton LLC; authorizing the execution and delivery of other documents required in connection therewith, including standard and customary closing documents; and authorizing all other actions necessary to the consummation of the transaction contemplated by this resolution.

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
Teasley Street Improvements (27041100-541410-C1723)	\$56,925.00
Transportation Impact Fees Non-Allocated (27074110-579001)	(\$56,925.00)
Teasley Street Improvements (30141100-541410-C1723)	\$18,075.00
Capital Project Fund Non-Allocated (30190200-579000)	(\$18,075.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The Agreement before you is a four party agreement between the Fulton County Board of Education (the "School Board"), the City of Alpharetta (the "City"), River Rock Development and West Canton LLC, a subsidiary of River Rock Development (collectively the "Developer").

The real estate involved is .268 acres owned by the School Board currently serving as one of the private drives off Milton Avenue into Milton Center. Although this private drive does not meet the dimensions or other standards for a city street, it is, in fact, being used as a city street, including providing an unsafe cut-through from Canton Street to Milton Avenue. The City cannot improve the drive or add calming devices unless it owns the road. Under the terms of the Agreement, the Developer will pay the School Board \$100,000.00 for the real estate which will be conveyed and dedicated to the City for a public road. The City will then improve the street to City standards by adding curb and gutter, sidewalks, street lights and traffic calming measures where necessary.

The attached diagram shows a layout of the improvements. The curb, gutter, sidewalks and street lights to the east of the street will be constructed by the Developer. The remaining curb, gutter, sidewalks and street lights, as well as traffic calming and repaving will be the responsibility of the City. Costs to the City should not exceed \$75,000.00 and efforts will be made to lower these costs if possible by using the Developer's contractor to install our improvements while installing improvements for River Rock.

In addition to providing access to the Developer's condominium project, the road will improve vehicular and pedestrian access to visitors to the school and to downtown businesses, and benefit public safety in general.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Resolution - Authorizing Execution Of Purchase And Sale Agreement, Site Map, Purchase And Sale Agreement

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE BY AND AMONG THE FULTON COUNTY BOARD OF EDUCATION, THE CITY OF ALPHARETTA, RIVER ROCK DEVELOPMENT, LLC AND WEST CANTON, LLC (THE "AGREEMENT"); AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH, INCLUDING STANDARD AND CUSTOMARY CLOSING DOCUMENTS; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "City"), a city and body 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 or otherwise acquire or accept by dedication real property, and to construct, operate and maintain public roads thereon; and

WHEREAS, the Mayor and Council have determined that a need exists for the acquisition of certain real property for the improvement of a public road; and

WHEREAS, in order to acquire and/or facilitate dedication of such real property, the City proposes to enter into that certain Agreement, substantially in the proposed form presented to the Mayor and Council at this meeting and spread upon the minutes thereof; and

WHEREAS, the Mayor and Council deem it for the benefit of the City and for the efficient and effective administration thereof to enter into the Agreement and such other standard and customary closing documents as may be necessary and appropriate to consummate the transaction;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Approval of Agreement. The terms and provisions of the Agreement are hereby approved in substantially the form presented and spread upon the minutes of this meeting, with such minor insertions, omissions and changes as shall be approved by the Mayor or Mayor Pro Tem and City Clerk and City Attorney of the City (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval.

Section 2. Other Actions Authorized. The Authorized Officials are authorized and 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 by 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.

Section 3. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

SO RESOLVED, this _____ day of _____, 2017.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

(SEAL)

Attest: _____
Donald Mitchell

Coty Thigpen, City Clerk
2354074

Chris Owens



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This **AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE** (the "Agreement") is made and entered into as of the ____ day of _____, 2017 (the "Effective Date"), by and among **FULTON COUNTY BOARD OF EDUCATION**, the governing body of the Fulton County School District, a political subdivision of the State of Georgia (the "Seller"), the **CITY OF ALPHARETTA**, a municipality of the State of Georgia (the "Buyer"), (iii) **RIVER ROCK DEVELOPMENT, LLC**, a Georgia limited liability company ("River Rock"), and (iv) **WEST CANTON, LLC**, a Georgia limited liability company ("West Canton"; and River Rock and West Canton are herein collectively referred to as the "Developer").

Statement of Background

WHEREAS, Seller is the owner of that certain private driveway (which hereinafter referred to as the "Road Parcel"), which consists of approximately 0.268 acres and which is more particularly described on the attached Exhibit "A."

WHEREAS, West Canton is a wholly owned subsidiary of River Rock;

WHEREAS, West Canton is the owner of that certain tract or parcel of land located adjacent to the Road Parcel which tract or parcel of land is more particularly described on Exhibit B attached hereto (the "West Canton Property");

WHEREAS, West Canton desires to develop the West Canton Property by improving same and constructing thereon retail, office and condominium mixed use improvements, but, in order to do so, West Canton, among other things, must obtain vehicular ingress and egress access between the West Canton Property and Milton Avenue via the Road Parcel;

WHEREAS, because the Road Parcel is commonly used by the general public as if the Road Parcel were a public road, Buyer has requested that the Seller to convey, and the Seller desires to convey, the Road Parcel to the Buyer, which has agreed to accept and maintain the Road Parcel as a dedicated public road for vehicular and pedestrian use by the general public;

WHEREAS, as consideration for the conveyance, Buyer has further agreed, to construct sidewalks adjacent to both the east and west sides of the Road Parcel (the "Sidewalks"), to maintain the Sidewalks, to add traffic calming measures (i.e., speed bumps) to resurface and to restripe the Road Parcel, to install street lights (the "Street Lights") and curbs and gutter on both sides of the Road Parcel all as generally depicted on Exhibit "C" attached hereto (collectively the "Specific Road Improvements");

WHEREAS, the Developer has agreed that, if the Seller will convey the Road Parcel to the Buyer for use by the Buyer for the aforesaid public road purposes, Developer will pay the Seller the sum of One Hundred Thousand Dollars (\$100,000.00) in consideration of the benefits inuring to Developer resulting from the vehicular and pedestrian ingress and egress access which the West Canton Property will then have to Milton Avenue and which will facilitate and enhance the Developer's ability to effectuate its development plans for the West Canton Property;

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and to codify and to implement the above described agreements and understandings of the parties hereto, Seller, Buyer, and Developer hereby agree as follows:

1. **Recitals.** The parties hereto acknowledge and agree, and warrant and represent each to the others, that the recitals set forth above in the Statement of Background, are true, correct, and accurate, that the recitals are hereby incorporated in their entirety into this Agreement, and are binding on each of the parties hereto with the same force and effect as if such recitals were set forth in the body of this Agreement. This §1 will survive Closing (as defined below) under this Agreement or any earlier termination hereof.

2. **Conveyance of the Property.** Seller agrees that it will convey the Road Parcel to Buyer, and Buyer agrees that it will accept Seller's conveyance of the Road Parcel to Buyer, each subject to and on the terms and conditions set forth in this Agreement.

3. **Consideration and Payment.** In consideration of Seller's conveyance of the Property to Buyer:

(a) **Buyer obligations.**

(i) ***Public Road.*** Buyer warrants and represents to, and covenants and agrees with, Seller and Developer that (i) Buyer shall accept and hold title to and maintain the road located on the Road Parcel (herein, the "**Road**") as a public right of way and that the Road shall be open to and available for the use by the general public as a public road for vehicular traffic, and (ii) Buyer shall maintain the Road in reasonable commercial condition and, from time to time, and when as reasonably necessary under commercial and general City of Alpharetta standards, shall repair, resurface and restripe the Road ("**General Maintenance**"). This §3(a)(i) shall survive the Closing hereunder.

(ii) ***Specific Road Improvements.*** Buyer shall construct, install, build, make or place, or shall cause to be constructed, installed, built, made or placed, the Specific Road Improvements. At least sixty (60) days prior to commencing the Specified Road Improvements, Buyer shall, at Buyer's sole cost and expense, prepare and deliver to Seller for Seller's approval, drawings, plans and specifications (collectively the "Construction Plans") describing the proposed construction of the Specified Road Improvements; and Buyer shall not commence the construction until receipt of Seller's approval of the Construction Plans. Seller shall, however, approve or reject the Construction Plans within thirty (30) days following receipt, and if Seller fails to notify Buyer of Seller's approval or rejection by the 30th day, then Seller shall be deemed as having approved the Construction Plans for all purposes hereunder.

Buyer shall install the Specific Road Improvements within twenty-four (24) months following the date of the Quitclaim Deed. If Buyer fails to complete the Specific Road Improvements within twenty-four (24) months following the date of the Quitclaim Deed then title to the Road Parcel shall automatically revert back to Seller without further action. Seller shall, however record an Affidavit confirming the title reverter on the public records.

All of the Specific Road Improvements are in addition to the General Maintenance to be performed with respect to the Road and the Specific Road Improvements. All costs related to (a) General Maintenance for the Road and the Specific Road Improvements, and (b) the construction, installation, building, making or placement of the Specific Road Improvements, and (c) electricity for the Street Lights shall be paid by Buyer and shall not be passed on to or borne by Seller whether in the form of assessments or otherwise.

(iii) ***Temporary Construction Easement.*** At the Closing of this transaction, Seller shall grant Buyer and/Buyer's designees a Temporary Construction Easement in the form of **Exhibit F** attached hereto and incorporated herein by reference, so that Buyer and/or Buyer's designees may

perform Buyer's obligations hereunder within the temporary construction easement area described in the Temporary Construction Easement (the "Easement Property").

(b) **Developer's obligations.** Developer shall pay and contribute to Seller at the closing of the transactions contemplated by this Agreement ("**Closing**"), the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Purchase Price**"), which the Developer agrees to pay in full at Closing by federal wire transfer of funds to the escrow account of Nelson Mullins Riley & Scarborough, LLP pursuant to the wire instructions to be provided prior to Closing. .

4. **Insurance and Other Requirements.**

a. During the term of the Temporary Construction Easement, while performing work on the Easement Property, Buyer and/or Developer and any of their respective contractors, subcontractors, agents or consultants shall have in effect and maintain the following insurance:

- (i) Commercial general liability insurance, with limits not less than One Million and no/100 Dollars (US\$1,000,000.00) per occurrence and Two Million Dollars (US\$2,000,000.00) in aggregate for bodily injury and property damage combined. Prior to any entry on the Property, Buyer shall deliver to Seller a certificate of insurance evidencing such coverage and naming Seller as an additional named insured.
- (ii) Worker's Compensation: Statutory
- (iii) Employer's Liability:
Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$100,000 each employee
Bodily Injury by Disease \$500,000 policy limit
- (iv) Business Automobile Liability Insurance: \$1,000,000.00 combined single limit for bodily injury and property damage.

b. Buyer shall pay for all such work performed within the Easement Property and shall not permit the creation of any lien in favor of any contractor, subcontractor, materialman, mechanic, surveyor, architect or laborer. If any such lien shall at any time be filed against the Easement Property, Buyer shall, without expense to Seller, cause the same to be discharged of record by payment, bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof. Buyer shall promptly repair all damage to the Easement Property arising from any of its inspections or tests and shall restore the Easement Property to the substantially same condition existing immediately prior to such inspections and tests. Buyer shall provide to Seller copies of all non-privileged third party reports if the sale does not close for any reason whatsoever. This §4.c. shall survive the Closing of the transactions contemplated herein or any earlier termination of this Agreement.

5. **Closing.** The closing of the purchase and sale of the Property (the "**Closing**") shall take place at the offices of Seller's counsel, Nelson Mullins Scarborough & Riley, LLP, 201 17th Street, NW, Suite 1700, Atlanta, Georgia 30363 on or before 1:00 p.m. EDT within sixty (60) days following the Effective Date of this Agreement (as defined in Section 15(h) hereinbelow) (the "**Closing Date**").

6. **Real Estate Taxes/Transfer Tax.** As both Buyer and Seller are exempt from real estate taxes and assessments imposed by any governmental authority ("**Taxes**") with respect to the Property, no

taxes will be prorated at the Closing. Seller is exempt for any obligation to pay any real estate transfer tax with respect to the Deed.

7. **Title.**

Seller shall convey the Property to Buyer at Closing by a Quitclaim Deed in the form attached hereto as **Exhibit D** (the "**Deed**"). Buyer acknowledges and agrees that such conveyance shall be made on an "AS-IS/WHERE-IS" basis. This §7.a., shall survive Closing hereunder or any earlier termination of this Agreement.

8. **Closing.** On the Closing Date:

- a. Seller shall execute and deliver to Buyer:
 - i. a Quitclaim Deed in the form of **Exhibit D** attached hereto conveying the Property "AS- IS/WHERE- IS";
 - ii. an owner's title affidavit in the form of **Exhibit E** attached hereto;
 - iii. a settlement statement (the "**Settlement Statement**");
 - iv. reasonable evidence of Seller's authority to consummate this transaction;
 - v. a Temporary Construction Easement in the form of **Exhibit F** attached hereto; and
 - vi. such other documents as may be reasonable and customary under the circumstances to consummate the purchase and sale.
- b. Buyer shall execute and deliver the Settlement Statement, reasonable evidence of Buyer's authority to consummate this transaction, and such other documents as may be reasonable and customary under the circumstances to consummate the purchase and sale.
- c. Developer shall execute and deliver a Certificate of Authority for the officer executing documents on behalf of Developer or other reasonable evidence of authority, and such other documents as may be reasonable and customary under the circumstances to consummate the purchase and sale.
- d. Seller shall pay Seller's attorneys' fees.
- e. Buyer shall pay the cost of the Survey, the cost to record the Deed, the costs and expenses associated with preparation of any title commitment and the premium for its owner's policy of title insurance, and Buyer's attorneys' fees.
- f. Developer shall deliver the Purchase Price by federal wire transfer of funds to Seller's counsel's escrow account and shall pay its attorneys' fees.
- g. All other costs and expenses of the transactions contemplated hereby shall be borne by the party incurring the same.

9. **Warranties, and Representations.**

a. **Seller Warranties, Representations and Covenants.** Seller represents and warrants to, and covenants and agrees with, Buyer and Developer that:

- i. Seller is validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder shall have been duly authorized by Seller on or before the Closing Date.

b. **Buyer Warranties, Representations and Additional Covenants.** Buyer represents and warrants to, and covenants and agrees with, Seller and Developer that:

- i. Buyer is validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder shall have been duly authorized by Buyer prior to the Closing Date.

c. **Developer Warranties, Representations and Additional Covenants.** Developer represents and warrants to, and covenants and agrees with, Seller and Buyer that:

- i. Developer is validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder shall have been duly authorized by Developer prior to the Closing Date.

10. **Conditions to Closing:** The obligations of the parties to consummate the purchase and sale of the Property and the other transactions contemplated herein on the Closing Date shall be subject to the satisfaction or performance of the following on or before the Closing Date:

- a. Approval of this Agreement by the Fulton County Board of Education by public vote as required by law.
- b. Approval of this transaction by Buyer's City Council's public vote, if required by law.
- c. Buyer's full compliance with Buyer's obligations hereunder.
- d. The representations and warranties of Buyer shall be true and correct in all material respects when made and as of the Closing Date.
- e. The representations and warranties of Developer shall be true and correct in all material respects when made and as of the Closing Date.

11. **As-Is/Where-Is.** Buyer acknowledges that except for Seller's representations, warranties and covenants contained herein neither Seller, nor anyone acting or claiming to act for or on behalf of Seller, has made any representations, warranties, promises or statements to Buyer concerning the Property. Except as to Seller's representations, warranties and covenants contained in this Agreement,

Buyer will be acquiring the Property in the Property's "AS-IS/WHERE-IS" condition. This §11 shall survive Closing.

12. **Broker.** Seller, Buyer, and Developer each warrant and represent each to the other parties hereto that it has not employed, retained, or consulted any broker, agent or finder in connection with any of the transactions contemplated by this Agreement. This §12 shall survive Closing or any earlier termination hereof.

13. **Notices.** All notices, elections and communications permitted or required hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address for such recipient as set forth on the signature page to this Agreement, regardless of whether actually received. Notices may be given by local courier, or by FedEx or similar overnight courier service or by email with next day delivery by a nationally recognized overnight courier service, and notices may be given by counsel for the parties.

14. **Remedies.**

a. *Of Seller.* If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances which constitute a default by Buyer or Developer under this Agreement, Seller may terminate this Agreement or shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

b. *Of Buyer.* If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller or Developer under this Agreement, Buyer shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

c. *Of Developer.* If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller or Buyer under this Agreement, Developer shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

15. **Miscellaneous.**

a. *Binding Effect.* This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, which assignment must be approved by Seller, consent not to be unreasonably withheld, delayed or conditioned.

b. *Survival.* All the representations, warranties, covenants, terms and conditions of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price.

c. *Entire Agreement.* This Agreement supersedes all prior discussions, negotiations and agreements between or among any of the parties hereto with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between or among any of the parties hereto with respect thereto.

d. *Modification.* This Agreement shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

e. *Applicable Law.* This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

f. *Counterparts.* This Agreement may be executed in three (3) or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

g. *Time.* Time is and shall be of the essence of this Agreement.

h. *Effective Date.* The effective date of this Agreement (the "**Effective Date**") shall be later of the respective dates on which the Seller, Buyer or Developer party executes and delivers this Agreement to the other parties, and, upon such execution and delivery, the Effective Date shall be inserted in the preamble of each counterpart of this Agreement.

i. *Incorporation of Exhibits.* All Exhibits referred to hereinabove in this Agreement and which are attached hereto are hereby incorporated into this Agreement, and shall have the same force and effect as if the contents thereof were set forth in the body of this Agreement.

j. *Surviving Provisions.* Any Sections herein or parts thereof which are expressly described as surviving Closing hereunder or any earlier termination of this Agreement, as applicable, are collectively referred to in this Agreement as the "**Surviving Provisions**".

k. *Exhibits.* All Exhibits which are referred to in the foregoing part of this Agreement, including, without limitation, in the Statement of Background, and which are attached hereto, are hereby incorporated into this Agreement with the same force and effect as if the contents of such Exhibits were set forth in the body of this Agreement.

16. **Special Stipulations.**

a. *Exclusivity.* Upon the execution of this Agreement by Buyer, Developer and Seller, Seller shall terminate any and all discussions and negotiations with any other prospective buyer of the Property until this Agreement is terminated or consummated in accordance with the terms hereof.

b. *Confidentiality.* Until the Closing or termination of this Agreement, except as required by law or court order, neither Buyer nor Seller shall disclose the existence, subject matter, terms or status of this Agreement to any person other than its employees, attorneys, accountants and other professionals and, in each case on a need-to-know basis under a similar duty of confidentiality.

c. *Joint & Several Obligations.* All warranties, representations, covenants, agreements, and other obligations made or undertaken in this Agreement by Developer are made and undertaken on a joint and several basis by River Rock and West Canton.

d. *Re-Alignment of Road Parcel.* The Parties acknowledge and agree that Seller may in the future develop the property retained by Seller located adjacent to the Road Parcel. Buyer and Developer agree that Buyer may re-align the Road Parcel as depicted on the drawings attached as Exhibit G, provided that the realigned Road Parcel will be a public road and provides public access to the Developer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereinafter set forth.

SELLER:

FULTON COUNTY BOARD OF EDUCATION, the governing body of the Fulton County School District, a political subdivision of the State of Georgia

By: _____
Name: _____
Its: _____

Notice Address:

Fulton County Board of Education
c/o Office of Land Management
Fulton County Schools
6201 Powers Ferry Road, NW
Atlanta, GA 30339
Attention: Mr. David Knotts, Executive Director of Capital Programs
Tel.: (470) 254-2219
KnottsD@FultonSchools.org

With a copy to:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Cheryl V. Shaw, Esq.
Tel.: (404) 322-6139

[Signatures continued on following page.]

BUYER:

CITY OF ALPHARETTA, a political subdivision of the State of Georgia

By: _____
Name: _____
Its: _____

Notice Address:

Attention: _____
Telephone No.: _____

With a copy to:

Attention: _____
Telephone No.: _____

[Signatures continued on following page.]

LS7

DEVELOPER:

RIVER ROCK DEVELOPMENT, LLC, a Georgia limited liability company

By: 
Name: Lawson J Finlayson
Its: President

Notice Address:

11785 Northfall Lane, Suite 510
Alpharetta, GA 30009
Attention: Lawson J Finlayson
Telephone No.: 404 -630 0200

With a copy to:

FisherBroyles, 1200 Abernathy Road, Building 600, Suite 1700
Atlanta, GA 30328
Attention: Richard Bennett
Telephone No.: 404 - 641 8364

WEST CANTON, LLC, a Georgia limited liability company

By: 
Name: Lawson J Finlayson
Its: President

Notice Address:

11785 Northfall Lane, Suite 510
Alpharetta, GA 30009
Attention: Lawson J Finlayson
Telephone No.: 404 -630 0200

With a copy to:

FisherBroyles, 1200 Abernathy Road, Building 600, Suite 1700
Atlanta, GA 30328
Attention: Richard Bennett
Telephone No.: 404 -641 8364

EXHIBIT A
Legal Description of Road Parcel

Written Description

(Road Parcel)

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at the northerly end of the mitered right of way intersection of westerly right of way of Canton Street (right of way varies) and the northerly right of way of Milton Avenue (right of way varies); thence along the northerly right of way of Milton Avenue the following courses and distances: S 60°44'12" W a distance of 47.40 feet to a point at the southerly end of the mitered intersection; thence N 39°29'58" W a distance of 15.94 feet to an iron pin found; thence N 88°48'55" W a distance of 131.98 feet to the **POINT OF BEGINNING**; thence continue along said right of way of Milton Avenue N 88°48'55" W a distance of 67.99 feet to a point; thence N 00°02'51" W a distance of 276.93 feet to a point; thence N 75°40'28" E a distance of 41.27 feet to a point; thence S 00°02'51" E a distance of 259.98 feet to a point; thence S 44°25'53" E a distance of 40.00 feet to the **POINT OF BEGINNING**. Said tract contains 11,689 square feet or 0.268 acres.

EXHIBIT B

Legal Description of West Canton Property

Written Description – 50 Canton Street

Tract "A"

All that tract or parcel of land lying and being in Land Lot 1269, 2nd District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the northeasterly end of the proposed right of way intersection of the northerly right of way of Milton Avenue (right of way varies) and the westerly right of way of Canton Street (right of way varies); thence along said northerly right of way of Milton Avenue the following courses and distances: S 60°44'12" W a distance of 33.84 feet to a point; thence N 88°48'55" W a distance of 154.72 feet to a point; thence N 44°25'53" W a distance of 40.00 feet to a point on the easterly right of way of Teasley Street (Relocated); thence along said right of way N 00°02'51" W a distance of 253.18 feet to an iron pin set; thence leaving said right of way for the following courses and distances N 89°54'59" E a distance of 45.81 feet to an iron pin set; thence N 37°52'41" E a distance of 15.87 feet to an iron pin set; thence N 00°02'24" W a distance of 12.88 feet to an iron pin set; thence S 88°48'57" E a distance of 167.57 feet to an iron pin set on the westerly right of way of Canton Street; thence along said right of way the following courses and distances: along a curve to the right, following the curvature thereof, for an arc distance of 103.27 feet, said curve having a radius of 1,876.86 feet and being subtended by a chord of S 00°20'20" W 103.26 feet to a point; thence S 02°44'23" W a distance of 17.40 feet to a point; thence S 02°32'07" W a distance of 153.52 feet to a point; thence S 08°24'10" W a distance of 16.59 feet to the **POINT OF BEGINNING**. Said tract contains 65,517 square feet or 1.504 acres.

EXHIBIT C
Drawing Depicting Specific Road Improvements



EXHIBIT D

Quitclaim Deed

Space Above This Line for Recorder's Use

After recording, return to:

Cheryl V. Shaw, Esq.
Nelson Mullins Riley & Scarborough, L.L.P.
Atlantic Station/Suite 1700
201 17th Street, NW
Atlanta, GA 30363

STATE OF GEORGIA

COUNTY OF FULTON

QUITCLAIM DEED

This **QUITCLAIM DEED**, made this ____ day of _____, 2017, by the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia and the governing body of Fulton County Schools (hereinafter called "Grantor"), in favor of the City of Alpharetta, a political subdivision of the State of Georgia (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

Witnesseth:

THAT GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quitclaim unto Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the real property lying in being in Land Lot 1269 of the 2nd District, 2nd Section of Fulton County, in the City of Alpharetta, Georgia, being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (hereinafter called the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, so that neither said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the described Property or its appurtenances.

Title to the Property is subject to all matters of record, zoning ordinances and regulations, and those matters that would be shown on a current survey of the Property.

Grantor makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property, which is conveyed as AS-IS/WHERE-IS without representation or warranty of any kind.

Grantee, by its acceptance of this Deed and of the title to the Property, shall be deemed to have agreed that:

(i) Grantee shall accept and hold title to the Property as a public right of way open to and available for the use by the general public as a public road for vehicular traffic, and

(ii) Grantee shall maintain the Property in reasonable commercial condition and shall, repair and replace the Property from time to time when and as may be reasonably necessary under commercial and City of Alpharetta standards.

Grantee has further agreed, to construct sidewalks adjacent to both the east and west sides of the Property (the "**Sidewalks**"), to add traffic calming measures (i.e., speed bumps) to resurface and to restripe the Property to install street lights (the "**Street Lights**") and curbs and gutter on both sides of the Property all as generally depicted on Exhibit "B" attached hereto (collectively the "**Specific Road Improvements**"). Grantee shall install the Specific Road Improvements within twenty-four (24) months following the date of this Deed. If Grantee fails to complete the Specific Road Improvements within twenty-four (24) months following the date of this Deed, then title to the Road Parcel shall automatically revert back to Grantor without further action. Grantor shall, however record an Affidavit confirming the title reverter on the public records.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and sealed on its behalf by its duly authorized representatives the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date: _____

[NOTARIAL SEAL]

GRANTOR:

**FULTON COUNTY BOARD OF
EDUCATION**

By: _____ (L.S.)
Name: Linda Bryant, Board Chair &
President

Attest:

By: _____ (L.S.)
Name: Jeff Rose, Ed.D.]
Title: Superintendent

EXHIBIT E

Owner 's Affidavit

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me the undersigned officer, Jeff Rose, Ed.D., ("**Deponent**"), who, being duly sworn according to law, deposes and says on oath as follows, to the best of Deponent's actual knowledge without investigation or inquiry:

1. That Deponent is the Superintendent for the **FULTON COUNTY BOARD OF EDUCATION**, the governing body of Fulton County Schools (the "**Owner**"), and as such, has personal knowledge of the facts sworn to in this Affidavit.

2. That the Owner is the owner of certain real estate (the "**Property**"), a description of which is attached hereto as **Exhibit A** and made a part hereof.

3. That the Owner is in open, exclusive, notorious, continuous, adverse and peaceable possession of the Property.

4. That the Owner has approved the conveyance of the Property by public vote as required by law.

This affidavit is made to induce (i) the City of Alpharetta to purchase the Property, (ii) River Rock Development, LLC, and West Canton, LLC, to pay to the Owner the purchase price for the Property, (iii) the attorney certifying title to so certify, and (iv) for the City of Alpharetta's title insurer to issue an Owner's title insurance policy with respect to the Property, provided that Deponent shall have no personal liability under this Affidavit except in the case of intentional lying.

_____(SEAL)
Jeff Rose, Ed.D., Superintendent

Sworn to and subscribed
before me this ____ day of
_____, 2016.

Notary Public

(NOTARY SEAL)

EXHIBIT F
Temporary Construction Easement

STATE OF GEORGIA

COUNTY OF FULTON

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Cheryl V. Shaw, Esq.
Nelson Mullins Riley & Scarborough LLP
201 17th Street, N.W., Suite 1700
Atlanta, Georgia 30363

*(SPACE ABOVE THIS LINE FOR
RECORDER'S USE)*

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into by and between, **Fulton County Board of Education**, a political subdivision of the State of Georgia ("Grantor") and the **City of Alpharetta, Georgia**, a municipality of the State of Georgia ("Grantee") this the ____ day of _____, 2017.

RECITALS

- A. Grantor owns of record certain real property lying and being in Land Lot 1269 of the 2nd District, 2nd Section of Fulton County, City of Alpharetta, Georgia, portions of which are described on the attached and incorporated Exhibit A ("Grantor's Property").
- B. Grantee is constructing certain public road improvements and in connection therewith, desires to acquire from the Grantor a temporary construction easement over, under and across a certain portion of the Grantor's Property for construction related to said public road.
- C. Grantee and Grantor have agreed upon, and desire to herein memorialize the terms and conditions which will govern the granting and use of the aforementioned temporary construction easement.

AGREEMENT

NOW, THEREFORE, for sum of One Dollar (\$1.00) paid by Grantee to Grantor, and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement.

1.1 Temporary Construction Easement. Subject to the terms and conditions hereinafter set forth, Grantor hereby conveys and grants to Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon Grantor's Property described on the attached and incorporated Exhibit A identified as "Temporary Construction Easement" (the "Temporary Easement Area"), along with reasonable rights of entry, ingress and egress across Grantor's Property to access the Temporary Easement Area, all for Grantee's use in the construction and installation of certain public road improvements ("Improvements").

2. Terms of Easement.

2.1 Term. The Temporary Construction Easement (the "Easement") shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the earlier of: (a) the date construction of the Improvements are completed, or (b) within twenty (24) months from the date hereof, whichever date shall first occur. Upon the expiration of the term of the Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Easement shall automatically terminate and the Easement shall be of no further force and effect.

2.2 Reservation of Rights. The Easement and other rights and benefits granted in this Agreement are non-exclusive, and Grantor reserves and retains the right to use the Easement and Easement area to access its property and to convey similar rights and easements to such other persons or entities as Grantor may deem proper provided such subsequent conveyances do not unreasonably interfere with the Easement granted to Grantee this Agreement.

3. Requirements.

3.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of Grantor Property, all costs and expenses of construction and maintenance of the Improvements of Grantee and the cost of the exercise of any easement rights granted under this Agreement.

3.2 Compliance With Laws. Grantee shall construct the Improvements in a good workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

3.3 Restoration. Grantee shall restore the Temporary Construction Easement Area to the condition in which it existed at the commencement of Grantee's activities on Grantor's Property.

4. General Provisions.

4.1 Effective Date. This agreement shall be effective upon the last date of execution by an authorized representative of Grantor and Grantee.

4.2 Authorized Representative. Each individual signing on behalf of the Grantor and Grantee to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.3 Parties in Interest. This Agreement shall bind and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

4.4 Further Cooperation. Grantor and Grantee each agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

4.5 Governing Law. This Agreement is made and shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Construction Easement Agreement effective as of the date first hereinabove written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

GRANTOR:

FULTON COUNTY BOARD OF EDUCATION

By: _____ (L.S.)
Name: Linda Bryant, Board Chair & President

Attest:

By: _____ (L.S.)
Name: Jeff Rose, Ed.D.
Title: Superintendent

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

GRANTEE:

CITY OF ALPHARETTA, GEORGIA

By: _____ (L.S.)
Name:

Attest:

By: _____ (L.S.)
Name:
Title:

EXHIBIT G

Drawing Depicting Road Re-Alignment



City Council Meeting STAFF REPORT

Submitting Department: Community Development
Submitted By: Kathi Cook, Pete Sewczwicz
Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE:

CONSTRUCTION OF TEMPORARY PARKING IN DOWNTOWN ALPHARETTA

II. RECOMMENDATION:

Staff requests approval of an agreement between the City of Alpharetta and Old Roswell St, LLC for the use and development of certain property for the purpose of providing temporary public parking; approval to allocate funds in the amount of \$94,488 to cover the cost to construct the temporary parking lot; and authorization for the mayor to execute all necessary documents between the two parties.

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: \$94,488.00.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Temporary Public Parking (30141100-541200-C1724)	\$94,488.00
Capital Project Fund Non-Allocated (30190200-579000)	(\$94,488.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

With development of the outparcels of City Center now underway, all of the parallel parking spaces within the development have been fenced off to permit the contractor to work in the four quadrants of City Center. Maintaining all of the parking on the City Center streets would cause a safety hazard due to all of the construction equipment/vehicles working. In preparation of the losing the parking spaces, City staff has been working with neighboring properties to acquire an easement/permission to construct a temporary parking lot on the west side of main street.

The proposed temporary parking lot is located adjacent to the Liberty Hall Development. The parking lot will serve two purposes, public parking and a staging area for Liberty Hall Development. Both the City and Liberty needed space and the partnership between the two resulted in a win-win relationship. Approximately 75 spaces will be built. The developer has the right to designate 10 spaces for exclusive use, leaving the balance open for public use.

As stipulated in the attached agreement, Old Roswell St. LLC (Developer of Liberty Hall), the lessee of the subject property owned by Carlos L. Bagwell, will construct the parking lot and the City will pay for the parking lot at a cost of \$94,488. The City will be Additionally, the City will be responsible for any management company (if hired by the developer with the consent of the City) as well as any utilities and repairs and maintenance during the term. The City will be obligated to pay 50% of the cost at time of issuance of the permits for the parking lot construction with the balance due upon satisfactory completion. The term of the agreement which grants the City a license to use the property for public parking remains for so long as the underlying lease agreement (between Carlos L. Bagwell and Old Roswell St. LLC) remains but not to exceed

6 years. If for any reason the lease is terminated prior to three years, the developer shall reimburse the City for the cost of the parking improvements on a pro-rated basis.

Once approved the City will work with Liberty Hall Development to expedite the construction of the parking lot to minimize any possible downtime related to the lost of parallel parking spaces within City Center.

V. ALTERNATIVES:

VI. ATTACHMENTS:

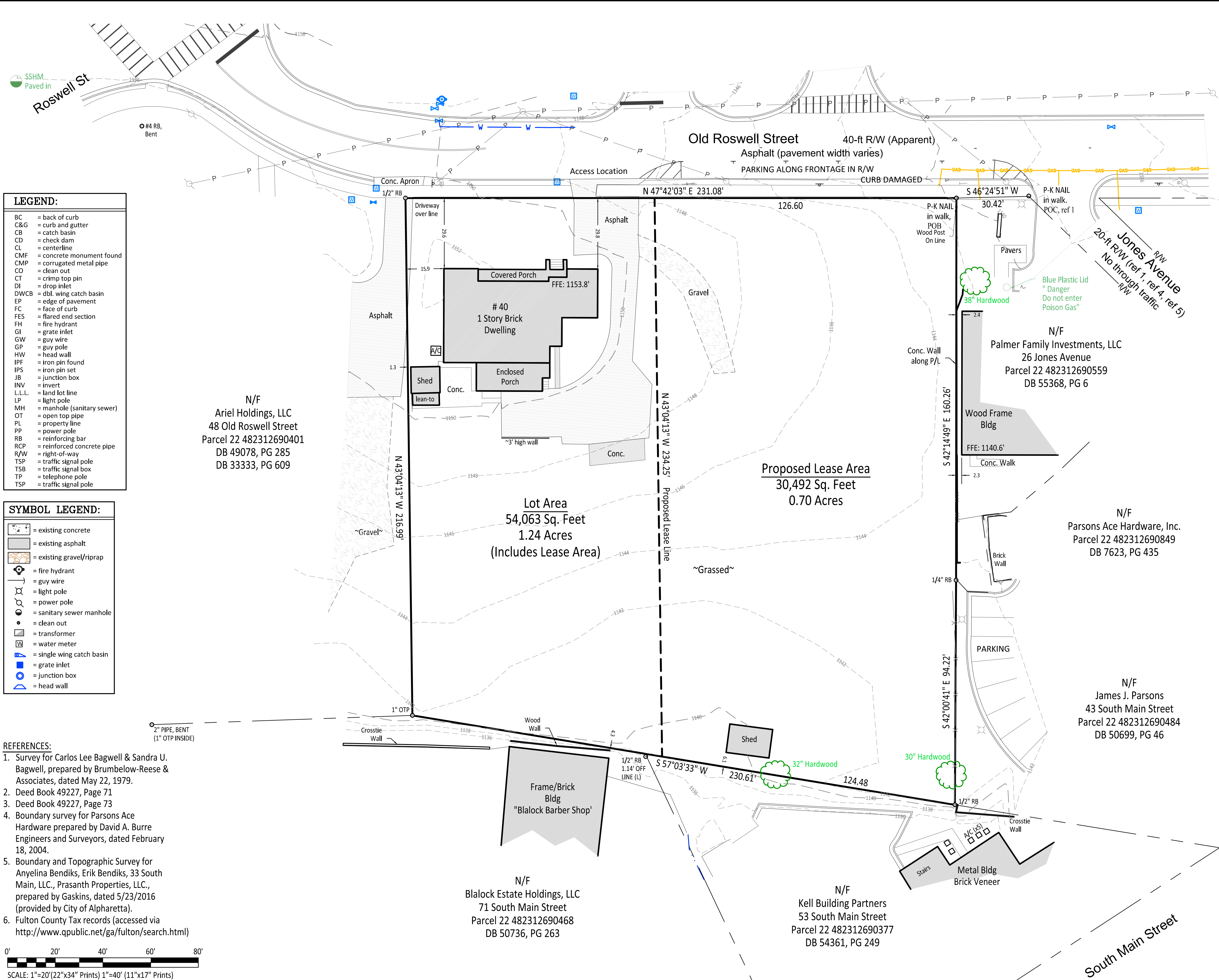
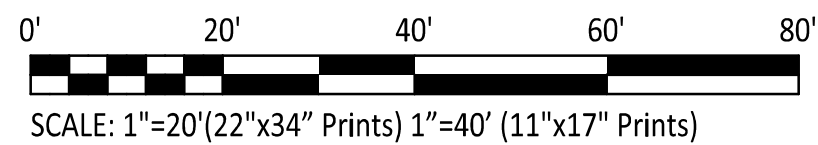
40 Old Roswell St Site Plan, Agreement, Bagwell budget, bagwell layout

LEGEND:	
BC	= back of curb
C&G	= curb and gutter
CB	= catch basin
CD	= check dam
CL	= centerline
CMF	= concrete monument found
CMP	= corrugated metal pipe
CO	= clean out
CT	= crimp top pin
DI	= drop inlet
DWCB	= dbl. wing catch basin
EP	= edge of pavement
FC	= face of curb
FES	= flared end section
FH	= fire hydrant
GI	= grate inlet
GW	= guy wire
GP	= guy pole
HW	= head wall
IPF	= iron pin found
IPS	= iron pin set
JB	= junction box
INV	= invert
L.L.L.	= land lot line
LP	= light pole
MH	= manhole (sanitary sewer)
OT	= open top pipe
PL	= property line
PP	= power pole
RB	= reinforcing bar
RCP	= reinforced concrete pipe
R/W	= right-of-way
TSP	= traffic signal pole
TSB	= traffic signal box
TP	= telephone pole
TSP	= traffic signal pole

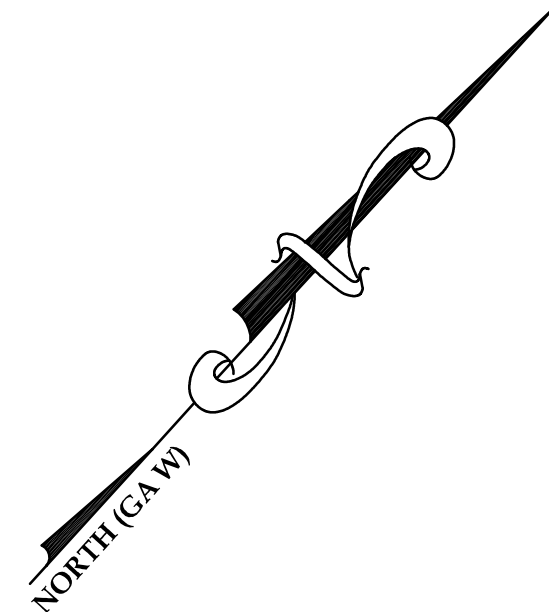
SYMBOL LEGEND:	
	= existing concrete
	= existing asphalt
	= existing gravel/riprap
	= fire hydrant
	= guy wire
	= light pole
	= power pole
	= sanitary sewer manhole
	= clean out
	= transformer
	= water meter
	= single wing catch basin
	= grate inlet
	= junction box
	= head wall

REFERENCES:

- Survey for Carlos Lee Bagwell & Sandra U. Bagwell, prepared by Brumbelow-Reese & Associates, dated May 22, 1979.
- Deed Book 49227, Page 71
- Deed Book 49227, Page 73
- Boundary survey for Parsons Ace Hardware prepared by David A. Burre Engineers and Surveyors, dated February 18, 2004.
- Boundary and Topographic Survey for Anyelina Bendiks, Erik Bendiks, 33 South Main, LLC., Prasanth Properties, LLC., prepared by Gaskins, dated 5/23/2016 (provided by City of Alpharetta).
- Fulton County Tax records (accessed via <http://www.qpublic.net/ga/fulton/search.html>)



LOCATION MAP
NOT TO SCALE



ALTA/NSPS Notes:

- Property address: 40 Old Roswell Street, Alpharetta, GA - Fulton County.
- The property has direct access to a public roadway as shown..
- There was no observed evidence of recent earthmoving work, building construction, or building additions on subject property during the course of fielwork.
- There was no observed evidence of waste dump, sump, or sanitary landfill on subject property.
- Easement contained in that certain Final Order and Judgement as entered in that certain condemnation (civil action E15675) recorded in Deed Book 17934, Page 320 is not located on the subject property according to the description of said easement recorded in Deed Book 16553, pages 311-322.

SURVEYOR CERTIFICATION:

To:
Old Roswell St, LLC
and Stewart Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 8-10, 11 (surface visible only) 13, & 16. The field work was completed on December 28, 2016.

Signed:
Date: 01/18/2017
Registration No. 3083

Ga Cert. of Auth. LSF 1121
This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

SEE SHEET 2 FOR NOTES AND DESCRIPTIONS
REVISED 1/18/2017 TO MODIFY LEGAL DESCRIPTIONS

40 Old Roswell Street

All that tract or parcel of land lying and being in Land Lot 1269 of the 2nd District, 2nd Section in the City of Alpharetta, Fulton County, Georgia being more particularly described as follows:

Commencing at a P-K nail found in the sidewalk at the intersection of the eastern right-of-way of Old Roswell Street (40’ R/W) with the southern right-of-way of Jones Avenue (20’ R/W),

Thence, along the eastern right-of-way of Old Roswell Street (40’R/W) S 46°24’51" W a distance of 30.42 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**;

Thence, leaving said right-of-way, S 42°14’49" E a distance of 160.26 feet to a 1/4” rebar,

Thence, S 42°00’41" E a distance of 94.22 feet to a 1/2" rebar;

Thence, S 57°03’33" W a distance of 230.61 feet to a 1” open top pipe

Thence, N 43°04’13" W a distance of 216.99 feet to a 1/2" rebar on the eastern right-of-way of Old Roswell Street (40’R/W)

Thence, along said right-of-way, N 47°42’03" E a distance of 231.08 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**.

SAID TRACT OR PARCEL CONTAINS 54,063 square feet, or 1.24 acres according to an ALTA/NSPS Survey of 40 Old Roswell Street for Old Roswell St, LLC and Stewart Title Insurance Company prepared by Engineering303, LLC, and dated December 30, 2016.

ENVIRONMENTAL NOTES:

1. No attempt was made by this firm to determine presence of wetlands.
2. No attempt was made by this firm to determine the presence of specimen trees.
3. Trees Identified as Hardwood, Softwood, or Understory species only. No arborist or forester consulted.
4. Tree size indicated is DBH (diameter breast height) in inches.
5. Certification applies to the location of trees, but does not extend to the identification of species.

Proposed Lease Area

All that tract or parcel of land lying and being in Land Lot 1269 of the 2nd District, 2nd Section in the City of Alpharetta, Fulton County, Georgia being more particularly described as follows:

Commencing at a P-K nail found in the sidewalk at the intersection of the eastern right-of-way of Old Roswell Street (40’R/W) with the southern right-of-way of Jones Avenue (20’ R/W),

Thence, along the eastern right-of-way of Old Roswell Street (40’R/W) S 46°24’51" W a distance of 30.42 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**;

Thence, leaving said right-of-way S 42°14’49" E a distance of 160.26 feet to a 1/4” rebar,

Thence, S 42°00’41" E a distance of 94.22 feet to a 1/2" rebar;

Thence, S 57°03’33" W a distance of 124.48 feet to a point;

Thence, N 43°04’13" W a distance of 234.25 feet to a point on the eastern right-of-way of Old Roswell Street (40’R/W)

Thence, along said right-of-way, N 47°42’03" E a distance of 126.60 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**.

SAID TRACT OR PARCEL CONTAINS 30,492 square feet, or 0.70 acres as indicated on an ALTA/NSPS Survey of 40 Old Roswell Street for Old Roswell St, LLC and Stewart Title Insurance Company prepared by Engineering303, LLC, and dated December 30, 2016.

FLOOD HAZARD NOTE:

No portion of this property is contained within the limits of a Special Flood Hazard Zone as defined by the Federal Emergency Management Agency Flood Insurance Rate Map No. 13121C0058F of Fulton County, GA. (Community Panel No. 130084 0058 F), most recently revised September 18, 2013.

TOPOGRAPHIC SURVEY NOTES:

1. Vertical Datum is NAVD 88(2012B) based on network-based RTK GPS solution using a Carlson Supervisor GPS System and eGPS Network Solution.
2. Contours displayed at a 2-ft interval.
3. Vertical accuracy complies with 180-7-.04 (3) - measurements vertical.

GENERAL NOTES:

1. Only evidence of easements or structures which are readily apparent from an above ground field inspection of the premises are shown, unless stated otherwise hereon. No liability is assumed by this firm for losses relating to the existence of any easement not discovered by above ground field inspection of the premises.
2. This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said certification does not extend to any unnamed persons without a recertification by the surveyor.
3. Jurisdictional areas or negative easements, if any, which might impact the use of the property were not located, unless stated otherwise. No liability is assumed by this firm for any losses resulting from the exercise of any government jurisdiction affecting the use of the property.
4. The property shown and described hereon is subject to any existing easements, rights-of-way, restrictive covenants, zoning regulations, underground utilities and/or setback lines whether or not they may be shown. No liability is assumed by this firm for any losses that may be associated with the existence of any easements or restrictions on the use of the property.
5. Location map from Fulton County Tax records accessed via qpublic.
6. All buildings ties are perpendicular to the properties lines unless otherwise noted.
7. Only Surface Observable Utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.
8. No certification is made by this Surveyor regarding the accuracy of the underground utilities shown hereon. No underground utilities were located. Prior to any digging or construction, contact Georgia One Call (811) for utilities marking.

SURVEY NOTES:

1. Certain interior improvements may not be shown hereon. (i.e. fence lines, guy wires, etc.)
2. Matters of record not shown hereon are excepted.
3. Bearing basis derived from 2 control points set with Carlson Supervisor GPS using eGPS network, GA SPC. All other work performed with methods described below.
4. Measurements shown are US Survey Feet (ground).
5. Field angles and linear distances measured using a Topcon PS-103A Total Station.
6. The field data upon which this plat is based has a field closure of one foot in 20,271 feet and an angular error of 8 seconds per angle point and was adjusted using Compass Rule. Fieldwork Completed on December 16, 2016
7. Property corners marked IPS (Iron Pin Set) are 1/2" x 18" rebar with blue plastic cap (E303 LSF #1121) unless otherwise indicated. Unless indicated as set, monumentation shown was found.
8. No evidence of human burials or cemeteries was observed during the course of the fieldwork.
9. This plat has been calculated for closure and is found to be accurate within one foot in 100,738 feet.



LOCATION MAP
NOT TO SCALE

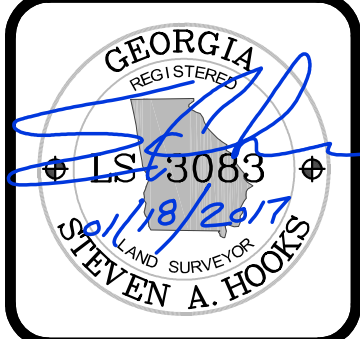


Boundary and Topographic Survey of
40 Old Roswell Street for
Old Roswell St, LLC
and Stewart Title Insurance Company

City of Alpharetta
District 2, Section 2

FULTON CO., GA.

LAND LOT 1269



Civil Engineering, Land Surveying,
Stream and Wetland Restoration

116 North Main Street, Suite B, Cumming, Ga. 30040
Phone: 770-442-0500 www.engineering303.com

Drawn: SAH
Date: 12/30/16

Sheet
2 of 2

Project Number
16-4179

DATE 3/16/17AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into effective as of this ____ day of March, 2017, by and between the City of Alpharetta (the "City") and Old Roswell St, LLC, a Georgia limited liability company ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the holder of a leasehold interest with respect to certain real property owned by Carlos L. Bagwell, as Trustee, more particularly described in Exhibit A, which is attached hereto and made a part hereof by this reference (the "Leased Property"), pursuant to that certain Lease Agreement and Right of First Offer, dated December 2, 2016, between Carlos L. Bagwell, as Trustee, as Landlord, and Developer, as Tenant, as amended, as evidenced by that certain Memorandum of Lease Agreement and Right of First Offer, dated January 26, 2017, between Carlos L. Bagwell, as Trustee, as Landlord, and Developer, as Tenant, recorded in Deed Book 57253, Page 650, Fulton County, Georgia Records ("Lease Agreement");

WHEREAS, Developer or an affiliate of Developer is the developer of "Liberty Hall," a proposed six-story mixed use building at 33 South Main Street, Alpharetta, Fulton County, Georgia 30009;

WHEREAS, the City and Developer have agreed that Developer shall improve the Leased Property as set forth herein for the purpose of permitting the Leased Property to be used for public parking purposes on the terms and conditions set forth herein; and

WHEREAS, the City and Developer wish to enter into this Agreement to memorialize the agreement of the parties with respect to the matters addressed herein;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Payments by City to Developer. The City will pay to Developer the aggregate sum of \$94,487.19 in consideration of Developer's obligation to improve the Leased Property for parking purposes, which sum is payable as follows:

- (i) 50% of such amount upon issuance by the City of all permits necessary for improvement of the Leased Property ("Parking Improvements") as shown on and contemplated by the site plan attached hereto as Exhibit B ("Site Plan") and the budget attached hereto as Exhibit C ("Budget"); and
- (ii) The remaining balance shall be paid by the City to Developer upon satisfactory completion of the Parking Improvements and delivery to the City of proof of payment of all expenses.
- (iii) The Parking Improvements shall be installed by Developer in a good and workmanlike manner and in accordance with City standards and all other applicable laws, rules, regulations, ordinances, orders, and building and construction codes and standards. Final completion of the Parking Improvements shall be subject to the reasonable approval of the City's Public Works Director.

2. Developer's Agreements. Subject to the City's obligation to make certain payments to Developer as set forth in Paragraph 2 hereof, Developer agrees to construct the Parking Improvements on the Leased Property promptly following the Commencement Date of the Lease and receipt from the City of all necessary permits. Following substantial completion of the Parking Improvements, Developer grants to the City a license to allow the Leased Property to be used for public parking purposes, without cost to the public or the City (except as specifically set forth in this Agreement), for so long as the Lease Agreement remains in effect, subject to the other terms and conditions set forth in this Agreement, but not to exceed six (6) years from the date hereof. If the Lease is terminated or expires for any reason, the City's obligations and Developer's obligation with respect to the Leased Property shall terminate. The City shall have the right from time to time, as approved by Developer, to reserve the right to use the Leased Property for parking for special events. Upon such approval the City shall be responsible for the cost of all signage and additional personnel necessary for use of the Leased Property for such special events. Following any such special events the City shall restore the Leased Property to its previous condition, at the City's expense. If for any reason the Lease is terminated prior to three (3) years, Developer shall

reimburse the City for the cost of the Parking Improvements on a prorata basis.

3. City's Agreements.

- (a) The City agrees that the Leased Property meets all zoning requirements and conditions for use for public parking.
- (b) The City has been provided a copy of the Lease Agreement, the Site Plan and the Budget.
- (c) Developer reserves the right to modify the Lease Agreement from time to time so long as such modification does not prohibit or adversely impact or interfere with the use of the Leased Property for use as a parking lot.
- (d) The City acknowledges that the Site Plan and Budget are subject to change from time to time so long as the Site Plan and Budget are not changed in any material or substantial manner so as to prohibit the use of the Leased Property for the purposes contemplated herein.
- (e) Provided that Developer has submitted properly completed applications, the City agrees to issue, without delay, any permits necessary to improve the Leased Property as contemplated hereunder, including curb cut permits onto Old Roswell Street as shown on the Site Plan. The City hereby waives fees for such permits, including but not limited to impact fees.
- (f) The City agrees that Developer shall have the right to restrict public parking within the Leased Property no more than one (1) time per calendar year to prevent the establishment of prescriptive rights in favor of the City or the public. Such date shall be mutually agreed upon by the parties. In addition, Developer shall have the right to designate up to ten (10) parking spaces within the Leased Property for exclusive use by Developer or its designee.
- (g) Developer may hire a parking lot management company to manage the Leased Property. Provided the City has approved the management agreement as provided below, the City shall reimburse Developer for the fees incurred to hire such management company. Developer

shall not enter into a management agreement unless the City has approved such agreement, which approval shall not be unreasonably withheld, delayed or conditioned.

- (h) Developer will not be charged with any tree recompense for trees removed in connection with the grading and construction of the Parking Improvements.
- (i) Neither the Leased Property nor the Parking Improvements shall be dedicated to the City.
- (j) The City's rights under this Agreement are subject to the terms of the Lease, and the City agrees that it will not violate the terms of the Lease or cause a breach of the Lease.
- (k) The City shall not charge a fee for use by the public of the Leased Property for parking purposes unless the City and the Developer enter into a separate agreement.

4. Force Majeure. If any party is delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an engineer or contractor, war or other reason beyond such party's control, then the time for performance of such act will be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform will not be deemed to be a cause beyond the control of such party.

5. Utilities. The City shall pay, as and when due, charges for utilities and other services furnished to the Leased Property for the operation of a parking lot. The provisions of this Paragraph shall survive the expiration or termination of this Agreement until all amounts due and payable hereunder have been paid in full.

6. Repairs and Maintenance by Developer. Developer shall not be obligated to make any repairs or replacements or maintain the Leased Property during the term of this Agreement, except for damage to the Leased Property resulting from the intentional or negligent acts of Developer.

7. Repairs and Maintenance by the City. Except as provided in Paragraph 6 above, the City covenants and agrees, at its sole cost, risk, expense and liability, to repair, maintain, and replace as necessary, and keep and maintain the Leased Property in good, clean and safe repair and condition, and in compliance with all governmental regulations, including all improvements, equipment, fixtures and systems located therein or affixed thereto.

8. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on Developer shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

9. Liens. The City hereby indemnifies Developer against, and shall keep all portions of the Leased Property free from liens for any work performed, material furnished or obligations incurred by the City. Should any liens or claims be filed against all or any portion of the Leased Property by reason of the City's acts or omissions, the City shall cause same to be discharged by bond or otherwise within thirty (30) days following notice thereof. If the City fails to cause any such lien or claim to be discharged within the required time, Developer may cause same to be discharged and may make any payment that Developer, in its reasonable judgment, considers necessary, desirable or proper in order to do so. All amounts paid by Developer shall bear interest at the rate of twelve percent (12%) per annum (the "Default Rate of Interest") from the date of payment by Developer and shall be payable by the City to Developer upon written demand. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

10. Improvements to the Leased Property. The City may not make any alterations to the Leased Property without Developer's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

11. Subletting and Assignment. The City shall not have the right to assign this Agreement without Developer's prior written consent, which may be withheld in Developer's sole and absolute discretion. Notwithstanding any permitted assignment or subletting, the City shall remain liable for the full and complete performance, satisfaction and compliance with each and every agreement, term, covenant, condition, requirement, provision and restriction of this Agreement.

12. Insurance. The parties shall each maintain all risks insurance adequate to insure their respective risks associated with the Leased Property.

13. Governmental Regulations. The City agrees, at its sole cost, risk, expense and liability, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of the City's use or occupancy of the Leased Property or otherwise applicable to the Leased Property.

14. Non-Waiver. No delay or omission of any party in the exercise of any right accruing upon any default of any other party will impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party will not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement will be exclusive, each will be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity will be available.

15. Default. In the event either party shall fail to perform its obligations under this Agreement ("Defaulting Party"), then the other party ("Non-Defaulting Party") shall have the right to declare the Defaulting Party in default hereunder, terminate this Agreement and/or to exercise any other right or remedy available under this Agreement, at law or in equity. Notwithstanding anything in this Agreement to the contrary, the Non-Defaulting Party may not declare the Defaulting Party in default unless and until the Non-Defaulting Party has delivered to the Defaulting Party written notice of the alleged default, and the Defaulting Party receiving such notice has failed to cure such default within thirty (30) days thereafter. In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees and court costs actually incurred in the action from the non-prevailing party.

16. Notices. All notices to be given by either party to the other hereunder will be in writing and will be delivered (i) in person, (ii) by private, nationally recognized carrier guaranteeing next day delivery, (iii) by United States

registered or certified mail, postage prepaid, return receipt requested, or (iv) by email. All notices will be deemed given on the date delivered, or if sent by email, on the date of the email transmission. Notices by the parties may be given on their behalf by or to their respective attorneys.

If to the City: City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Robert J. Regus, City Administrator
Email Address: bregus@alpharetta.ga.us

With a copy to: Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
Attn: C. Sam Thomas, P.C.
Email Address: cst@boviskyle.com

If to Developer: Old Roswell St, LLC
33 South Main Street
Alpharetta, Georgia 30009
Attn: John Adams
johndams@theamericanhistoryguild.com

With a copy to: Marks & Williams, LLC
Two Midtown Plaza, Suite 1350
1349 West Peachtree Street
Atlanta, GA 30309
Attn: Randolph A. Marks, Esq.
Email Address: randymarks@mindspring.com

17. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, will, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, will not be affected thereby; it will not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

b. This Agreement will be construed in accordance with the laws of the State of Georgia. This Agreement together with

the exhibits attached hereto that are incorporated herein by this reference or other references throughout this Agreement is the entire agreement with respect to the subject matter hereof, and will supersede any prior agreement inconsistent with the terms hereof.

c. The headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in any construction or interpretation of this Agreement or any part hereof. References to Articles, Sections, and Exhibits are, unless specified otherwise, references to articles, sections and exhibits of this Agreement. Words of any gender include each other gender. Words in the singular include the plural and words in the plural include the singular. References to persons include both natural persons and any legal entities, including public or governmental bodies, agencies or instrumentalities. The words "include" and "including" will be interpreted as if followed by the words "without limitation". Unless otherwise provided herein, capitalized terms have the same meaning as ascribed to such terms in the City's Impact Fee Ordinance.

d. Nothing in this Agreement will be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

e. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto

f. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement will not be otherwise amended, modified or terminated during the term hereof.

g. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

h. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the time period or dates within or by which any right, option, or election provided under

this Agreement must be exercised, or by which any act required hereunder must be performed, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date will be automatically extended through the close of business on the next regularly scheduled business day.

i. The recitals appearing at the beginning of this Agreement are incorporated into and made an integral part of this Agreement.

j. In all cases in which the consent of a party is required hereunder, consent will be deemed to have been given if the party entitled to give or withhold consent should have failed to deliver a written response within seven (7) days of delivery of the written request by the requesting party.

k. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

l. Should any provision of this Agreement require judicial interpretation, it is hereby agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

m. Each party may rely upon a facsimile, other electronically transmitted signatures or "pdf" counterparts of this Agreement signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement under seal as of the date first above written.

CITY OF ALPHARETTA

By: _____
David Belle Isle, Mayor

OLD ROSWELL ST, LLC

By: _____
John Adams, Manager

APPROVED AS TO FORM:

C. Sam Thomas, P.C.
the City Attorney

EXHIBIT "A"

Legal Description of Leased Property

All that tract or parcel of land lying and being in Land Lot 1269 of the 2nd District, 2nd Section in the City of Alpharetta, Fulton County, Georgia being more particularly described as follows:

Commencing at a P-K nail found in the sidewalk at the intersection of the eastern right-of-way of Old Roswell Street (40'R/W) with the southern right-of-way of Jones Avenue (20' R/W),

Thence, along the eastern right-of-way of Old Roswell Street (40'R/W) S 46°24'51" W a distance of 30.42 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**;

Thence, leaving said right-of-way S 42°14'49" E a distance of 160.26 feet to a 1/4" rebar,

Thence, S 42°00'41" E a distance of 94.22 feet to a 1/2" rebar;

Thence, S 57°03'33" W a distance of 124.48 feet to a point;

Thence, N 43°04'13" W a distance of 234.25 feet to a point on the eastern right-of-way of Old Roswell Street (40'R/W)

Thence, along said right-of-way, N 47°42'03" E a distance of 126.60 feet to a P-K nail found in sidewalk, said point being the **Point of Beginning**.

SAID TRACT OR PARCEL CONTAINS 30,492 square feet, or 0.70 acres as indicated on an ALTA/NSPS Survey of 40 Old Roswell Street for Old Roswell St, LLC and Stewart Title Insurance Company prepared by Engineering303, LLC, and dated December 30, 2016.



PRESERVATIONIST'S GUILD

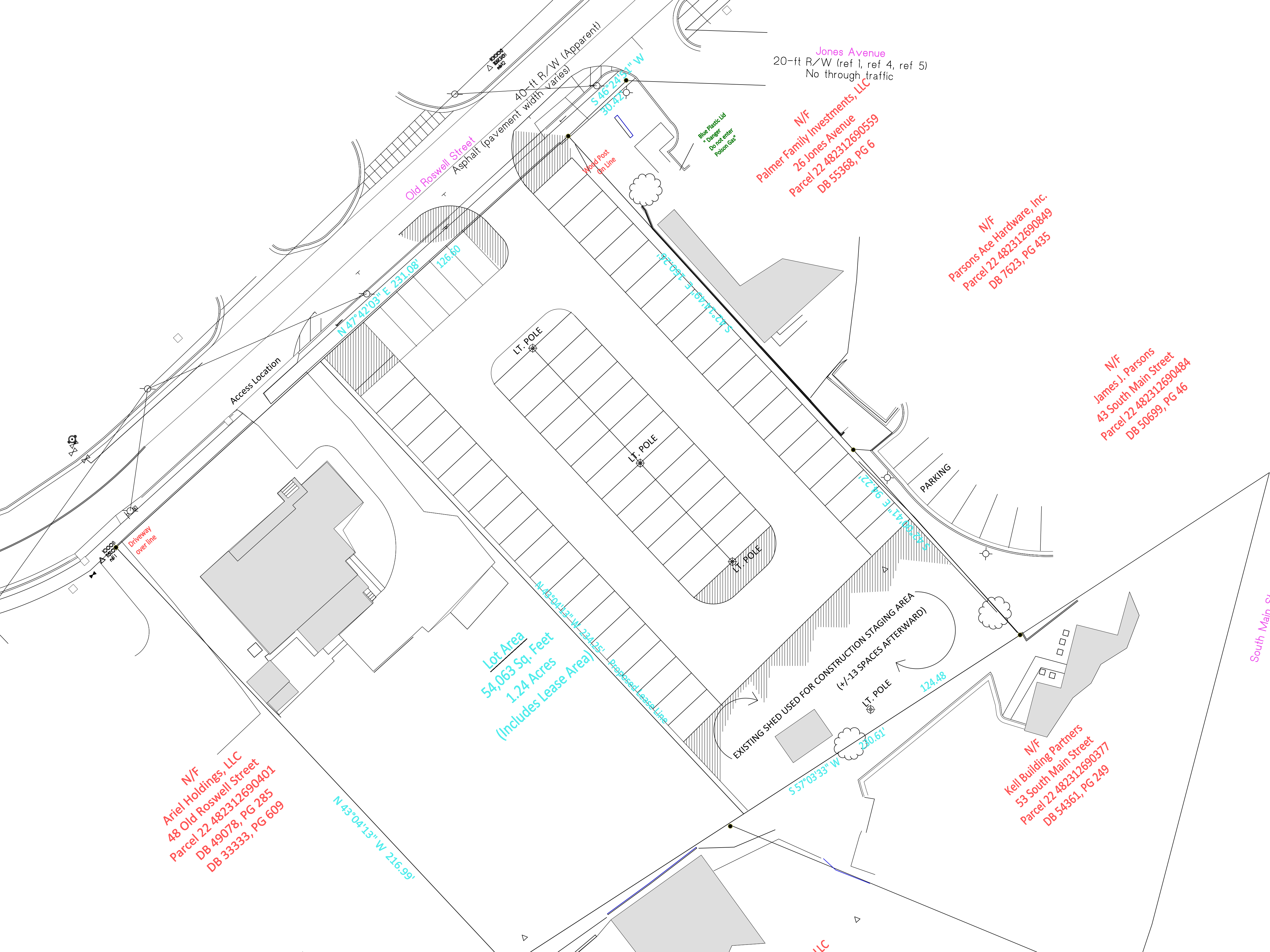
BRINGING THE PAST BACK TO LIFE

Project - Bagwell Property - 40 Old Roswell Street

DESCRIPTION		SUB-CONTRACTOR	LABOR	MATERIAL	TOTAL
LAYOUT & STAKING	1LS	\$ 5,500.00	\$ 508.00	\$ 75.00	\$ 2,083.00
SILT FENCE	475 LF	\$ 0.00	\$ 475.00	\$ 720.00	\$ 1,195.00
STRIP TOPSOIL	703 CY	\$ 2,109.00	\$ 0.00	\$ 0.00	\$ 2,109.00
EXPORT TOPSOIL	703 CY	\$ 10,545.00	\$ 0.00	\$ 0.00	\$ 10,545.00
ROUGH GRADING	1,945 CY	\$ 7,808.00	\$ 0.00	\$ 0.00	\$ 6,808.00
FINE GRADING	35,000 SQ. FT	\$ 9,750.00	\$ 0.00	\$ 0.00	\$ 8,750.00
# 57 STONE	4" 846 TN	\$ 0.00	\$ 0.00	\$ 20,304.00	\$ 20,304.00
G.A.B.	2 ' 380 TN	\$ 0.00	\$ 0.00	\$ 8,360.00	\$ 8,360.00
GEO-FABRIC	38,500 SQ. FT.	\$ 0.00	\$ 1,925.00	\$ 3,465.00	\$ 5,390.00
CURB STOPS	86 EA	\$ 0.00	\$ 1,032.00	\$ 954.00	\$ 1,986.00
CONCRETE APRON - 500 SQUARE FEET - 2 EA.		\$ 0.00	\$ 1,950.00	\$ 3,125.00	\$ 5,075.00
LANDSCAPE ALLOWANCE	1 LS	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 5,000.00
FENCING	6 FOOT PT - 273 FT.	\$ 0.00	\$ 3,143.59	\$ 2,238.60	\$ 5,382.19
SURVEYING		\$ 5,500.00			
TOTAL		\$ 46,212.00	\$ 9,033.59	\$ 39,241.60	\$ 94,487.19

THE PRESERVATIONIST'S GUILD 33 SOUTH MAIN STREET ALPHARETTA, GEORGIA 30009 CECIL BROWN 678. 776. 8903







City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By: David Shostak

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE:

PROTECTING AND RESTORING URBAN TREE CANOPY FOR STORMWATER MANAGEMENT GRANT

II. RECOMMENDATION:

Please approve the 'Protecting and Restoring Urban Tree Canopy for Stormwater Management' grant opportunity with the Georgia Forestry Commission and the Green Infrastructure Center and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: NO FISCAL IMPACT.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The City of Alpharetta has been chosen by the Georgia Forestry Commission (GFC) and the Green Infrastructure Center (GIC) to participate in this grant opportunity: Protecting and Restoring Urban Tree Canopy for Stormwater Management. Seven states within the Southern Region of the USDA Forest Service have been awarded this grant and only 1-2 cities per state can participate in this project. Alpharetta has been chosen as one of these cities since we continue to show a willingness to innovate in the way we protect trees and manage our stormwater. This grant program will assist us in bringing these two together in a more efficient and effective way.

This is a technical assistance program where the GIC provides 1,000 hours of service and the City will need to commit to in-kind matching funds in the form of staff time, time from the public who attend any presentations, fees for meeting rooms, printing, copies, etc. There will be no fiscal impact to the City since all matching funds can be in-kind. Technical support and project management will be provided by the GIC as well as the preparation of all deliverables. This project is expected to take 14-18 months.

When the project is completed the City of Alpharetta should expect to receive:

- Updated tree canopy and impervious land cover map used to map current canopy and analyze runoff, stormwater benefits and potential for mitigating stormwater (map and in GIS digital format) + metadata.
- Potential planting areas map (digital GIS) used for strategic planning to set future canopy goals.
- Codes and Ordinance Audit for urban trees to facilitate better management and care.
- Workshops with local committees to provide education and solicit input.
- Model ordinance language or other program/policy documents for using trees to meet stormwater regulations.
- Written step-by-step- strategy and methodology for linking urban forest systems to urban MS4 requirements for each of the specific partner city(s).
- Case study of the project suitable for sharing at workshops, with elected and appointed officials and other agencies and stakeholders.

In addition to the outcomes listed above, by better evaluating and planning for its trees, cities will also realize other 'ecosystem services' of the urban forest such as cleaner water, air, aesthetic values, open space, walkable and bikable streets, safer pathways, improved climate for businesses and better real estate values. These other values can also be calculated as part of the project.

The outcomes of this grant program will assist City staff in their decision making processes to evaluate more sustainable private and public development in relation to trees and stormwater. The City of Alpharetta Department of Community Development along with the City of Alpharetta Department of Public Works, along with other City departments will benefit from cooperating with this grant project.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Tree Grant Cities GAQ Georgia

Project Overview for Communications with Partner Cities

Grant Title: **Protecting and Restoring Urban Tree Canopy for Stormwater Management**

What is This Project?

The state of Georgia is one of seven southern states that has received funding to carry out a project to link urban tree canopy to stormwater mitigation, specifically for cities with Municipal Separate Storm Sewer Systems (MS4). The project will help southern cities utilize their urban forests as a vital tool for managing and reducing stormwater runoff. Excessive stormwater runoff accounts for more than half of the pollution in America's surface waters and causes increased flooding and property damages as well as public safety hazards.

According to American Forests, trees in metropolitan areas across the country provide a stormwater retention value of \$400 billion by removing the need to construct and maintain traditional retention facilities (American Forests 1997). In addition, national studies indicate that land conserved for stormwater retention and flood prevention "show an eight-to-one dollar savings ratio versus man-made flood-control structures" (McDonald 2015). In a 1999 report, the Trust for Public Land estimated that 27 percent of the total land area of Atlanta was covered by trees, providing \$15 million in annual air quality benefits and \$883 million in savings by removing the need for traditional stormwater retention infrastructure (Lerner and Poole 1999). By increasing tree cover to 40 percent of total land area, the report anticipated an additional \$7 million in economic benefits to air quality and \$358 million in stormwater retention savings (Lerner and Poole 1999). These are just some of the many examples of statistics that have been calculated concerning the benefits of the urban forest. However, in order to realize these financial savings, the greatest need today is to ***find ways for cities to better integrate trees into their stormwater management programs.***

Valuing the benefits of the urban forest helps us to better understand the contribution of trees to the 'ecosystem services' that trees provide such as cleaner water, air, shade, stormwater uptake and aesthetic values. An important feature of ecosystem services is that they often provide cost savings over the construction and use of traditional grey infrastructure.

Cities who participate in this project will show leadership by being innovators for effective, greener stormwater management. They will be able to showcase their work across their states and receive regional and national recognition for this work. They will also learn new tools, techniques and strategies for being effective stewards of their environments and effective managers of public resources.

Why has the Project Been Funded?

Rapid urbanization and climatic fluctuations have led to increased risk of flooding and degraded water quality in cities. Trees can be utilized as a key strategy for addressing this problem. Trees intercept, store and transpire stormwater and are a vital tool in abating and cleaning stormwater runoff. One urban tree can intercept thousands of gallons of water annually. But while the benefits of trees are well known, most cities do not include trees as a component of their stormwater management strategies.

The U.S. EPA, under the Clean Water Act, requires cities with separate storm sewers to develop programs to manage this runoff in order to reduce nonpoint source pollution (see box). Cities must also have best management practices to abate runoff.

This pilot project will demonstrate why and how cities can utilize their urban forests as a vital component of their 'green infrastructure' and use their trees as a best management practice. This project will help cities map, evaluate, protect and restore their urban forests to achieve better stormwater management and clean water.

Polluted storm water runoff is often transported to municipal separate storm sewer systems (MS4s) and ultimately discharged into local rivers and streams without treatment. EPA's Stormwater Phase II Rule establishes an MS4 stormwater management program that is intended to improve the Nation's waterways by reducing the quantity of pollutants that stormwater picks up and carries into storm sewer systems during storm events. Common pollutants include oil and grease from roadways, pesticides from lawns, sediment from construction sites, and carelessly discarded trash, such as cigarette butts, paper wrappers, and plastic bottles. When deposited into nearby waterways through MS4 discharges, these pollutants can impair the waterways, thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.

In 1990, EPA promulgated rules establishing Phase I of the National Pollutant Discharge Elimination System (NPDES) stormwater program. The Phase I program for MS4s requires operators of "medium" and "large" MS4s, that is, those that generally serve populations of 100,000 or greater, to implement a stormwater management program as a means to control polluted discharges from these MS4s. The Stormwater Phase II Rule extends coverage of the NPDES stormwater program to certain "small" MS4s but takes a slightly different approach to how the stormwater management program is developed and implemented.

Who Can Participate as a Partner City?

Seven states -- VA, NC, SC, GA, FL, AL and OK -- from across the Southern Region of the USDA Forest Service have been awarded funds to provide cities with technical assistance to achieve this goal. Each state will select 1-2 cities to participate in the project. The project will evaluate each city's urban tree canopy and determine how to best incorporate their urban forests into the city's stormwater management programs (i.e. Municipal Separate Storm Sewer Systems (MS4)). Each state forestry agency will nominate the cities to participate. Each city will need to agree to participate and provide matching efforts in the form of staff time, meeting rooms or other in-kind contributions.

What Will the Partner Cities Get for Participating?

The primary outcome is a process for integrating trees into the city's stormwater management program. This process will be developed during the project with significant input by the participating cities and be described in a project case booklet produced at the end of the project. Ultimately, each city will have a more strategic and effective process for combating stormwater runoff.

In addition to a developed process, each city will get:

- ✓ Updated tree canopy and impervious land cover map used to map current canopy and analyze runoff, stormwater benefits and potential for mitigating stormwater (map and in GIS digital format) + metadata.
- ✓ Potential planting areas map (digital GIS) used for strategic planning to set future canopy goals.
- ✓ Codes and Ordinance Audit for urban trees to facilitate better management and care.
- ✓ Workshops with local committees to provide education and solicit input.
- ✓ Model ordinance language or other program/policy documents for using trees to meet stormwater regulations.
- ✓ Written step-by-step- strategy and methodology for linking urban forest systems to urban MS4 requirements for each of the specific partner city(s).
- ✓ Case study of the project suitable for sharing at workshops, with elected and appointed officials and other agencies and stakeholders.

In addition to the outcomes listed above, by better evaluating and planning for its trees, cities will also realize other 'ecosystem services' of the urban forest such as cleaner water, air, aesthetic values, open

space, walkable and bikable streets, safer pathways, improved climate for businesses and better real estate values. These other values can also be calculated as part of the project.

What Does the City Need to Have in Place to be Selected as a Partner City?

1. *A willingness to consider using the urban forest for meeting goals for stormwater management.* A process will be developed for each city to follow – it will be up to the city to determine whether to adopt the process.
2. *The right staff in place:* at least one representative from stormwater management (e.g. engineering or public works), planning, GIS staff/department, parks and related agencies to be able to share data and review results. Staff will need to contribute their time to attending meetings (no more than 6 in-person meetings during the project) as well as occasional free webinars to review data created by the project. One staff member needs to serve as the team liaison to work with the project's consultants.
3. *A current MS4 permit.*
4. *An urban forest program* (e.g. a staff arborist, a tree ordinance).

How Much Does Participation Cost?

This is a technical assistance program only, so no funds will be awarded to the partner cities. However, each city will receive up to a thousand hours of services. Each city will need to commit to matching that contribution, which can be done as an in-kind contribution.

Matching funds can be contributed in the form of staff time (salary and fringe), time from the public who attend any presentations, waived fees for meeting rooms and so on. See Appendix B: example matching formula. Cities will submit quarterly matching documentation showing the ways in which they have met their matches and the states will assist in identifying match sources.

Who Provides the Project Services?

The Green Infrastructure Center (GIC) will provide the technical support and project management. They are responsible for preparing all the deliverables. The GIC is a non-profit organization and will be paid by Georgia Forestry Commission. Their staff consist of planners, natural resources managers, foresters, GIS modelers and educators. More information is available at www.gicinc.org.

How Long Will This Take?

The project is estimated to take 14-18 months, dependent on when the city is ready to begin or as soon as fall 2016.

APPENDIX A: Work Flow

- 1) **Form a technical review committee made up of city agencies** (e.g. planning, engineering, forestry). Convene group for orientation (anticipate at least 4-6 technical meetings over the project year).
- 2) **Capacity Audits** (to be done concurrently).
 - i) **Perform data audit** (assess all data layers available, especially land cover, tree canopy, stormsewer, etc.)
 - ii) **Perform code and ordinance audit** – review whether and how trees can be used for stormwater management as well as how well the city's codes and ordinances protect, expand or restore the urban forest (tree ordinances, landscape codes etc.).
- 3) **Stormwater and trees calculations methods review:** Assess current software (i-Tree, i-Tree Hydro, other reference manuals and models) for determining stormwater uptake. Report results and recommended method.

- 4) **Analysis of current extent of the urban forest:** GIC will utilize current high resolution tree canopy or create new canopy data. Determine city's current canopy coverage and calculate stormwater (and related) benefits. Create Possible Planting Area Analysis (PPA) to determine how much canopy could be expanded. Determine potential future stormwater benefits.
- 5) **Recommendations:** Suggest code changes/incentives/programs that can integrate and utilize the urban forest for better stormwater management.
- 6) **Outreach and education:** Hold community forum(s)/workshops to educate developers, decision makers, community about the proposed approach.
- 7) **Write up recommendations:** Suggest how city can best adopt new programs, codes, processes to better integrate the city's trees as part of their stormwater management program.
- 8) **Sharing the work:** Create a case booklet and a PowerPoint presentation which features each of the seven participating states; detailing the project, methodology, lessons learned and best practices for other cities who wish to do this work. Present the case booklet at: state forestry conferences, the national Partners in Community Forestry Conference, the American Planning Association, Stormcon (stormwater engineers' conference) and possibly the Water Environment Federation (WEFTech).

Comments or questions? Contact GIC at 434-244-0322 or firehock@gicinc.org

APPENDIX B: Grant Match Examples

From Locality*	# of people	using only federal volunteer rate **	Hypothetical professional rates (salary & fringe)	Weekly Hours (avg)	Weeks in the year	TOTALS with federal volunteer rate *	TOTALS using likely professional rates **
Planner - Team Leader	1	\$23.07	\$40.00	4	52	\$4,798.56	\$8,320.00
Planner	1	\$23.07	\$35.00	2	52	\$2,399.28	\$3,640.00
City Arborist	1	\$23.07	\$30.00	2	52	\$2,399.28	\$3,120.00
City Engineer	1	\$23.07	\$35.00	2	52	\$2,399.28	\$3,640.00
Parks Director	1	\$23.07	\$35.00	2	52	\$2,399.28	\$3,640.00
Soil and Water District Staff	1	\$23.07	\$35.00	2	52	\$2,399.28	\$3,640.00
Community Review							
Community Workshops	80	\$23.07		2	3	\$11,073.60	\$11,073.60
Facility for Meetings	1	\$100		2	3	\$600.00	\$600.00
Facilities							
		Rental Rate		Hours			
Meeting space		\$60.00		2	10	\$1,200.00	\$1,200.00
Other things to consider adding							
Services							
Printing meeting flyers, maps						\$1,000.00	\$1,000.00
Match from GIC							
On-Line meeting services -						\$500.00	\$500.00

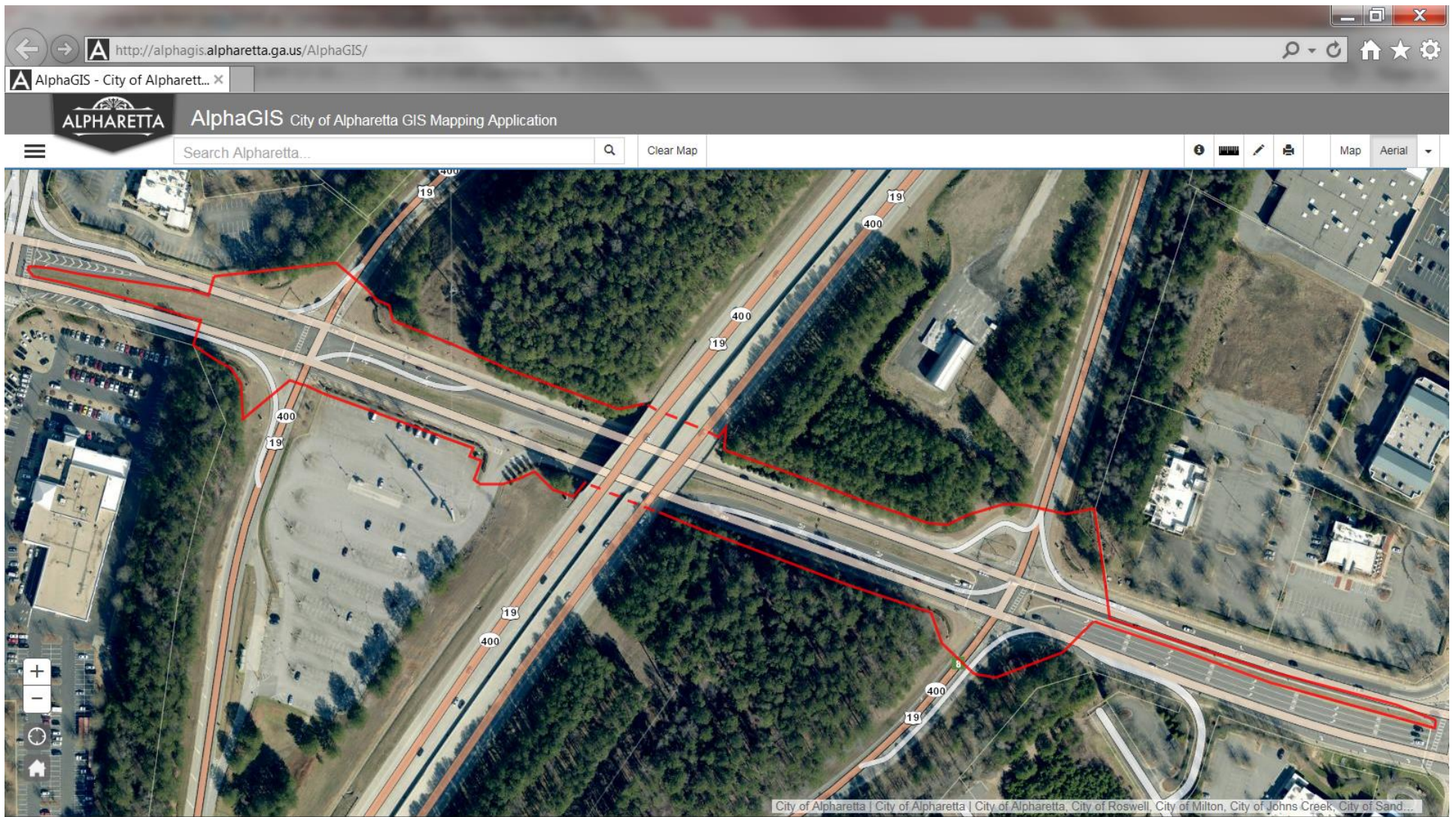
web on line						
Pro-rata rental for GIC's Office		\$250			12	\$3,000.00
Add the value of any non-federal state-funded staff, supplies or office space						
Forester						
Water Quality						
					TOTAL	\$34,168.56
						\$43,373.60

Notes

* if the locality is using their offices, include their overhead, office space etc. as match

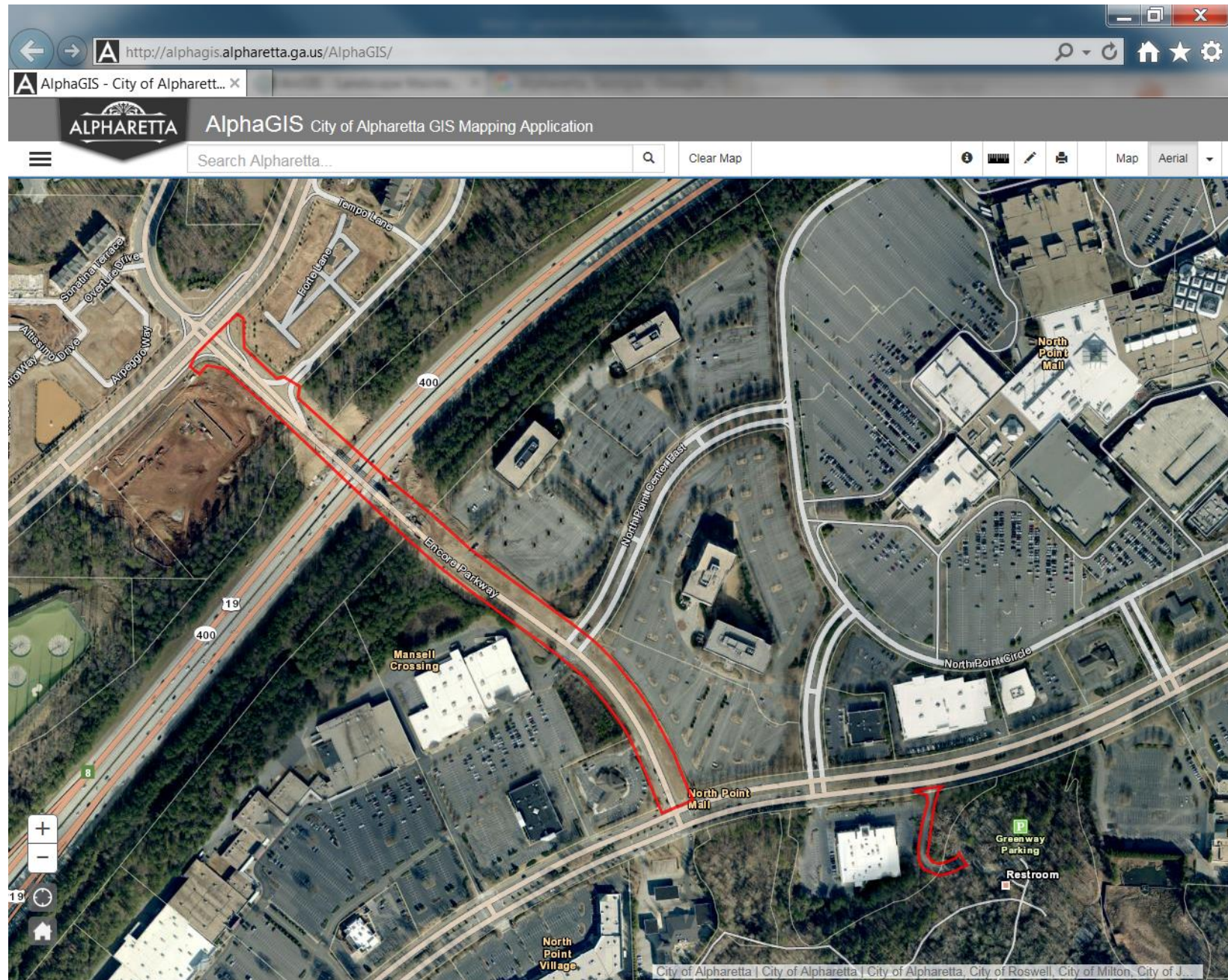
** if person's professional rate is known to be higher, use the higher professional rate

SR 400 at Mansell Rd Interchange

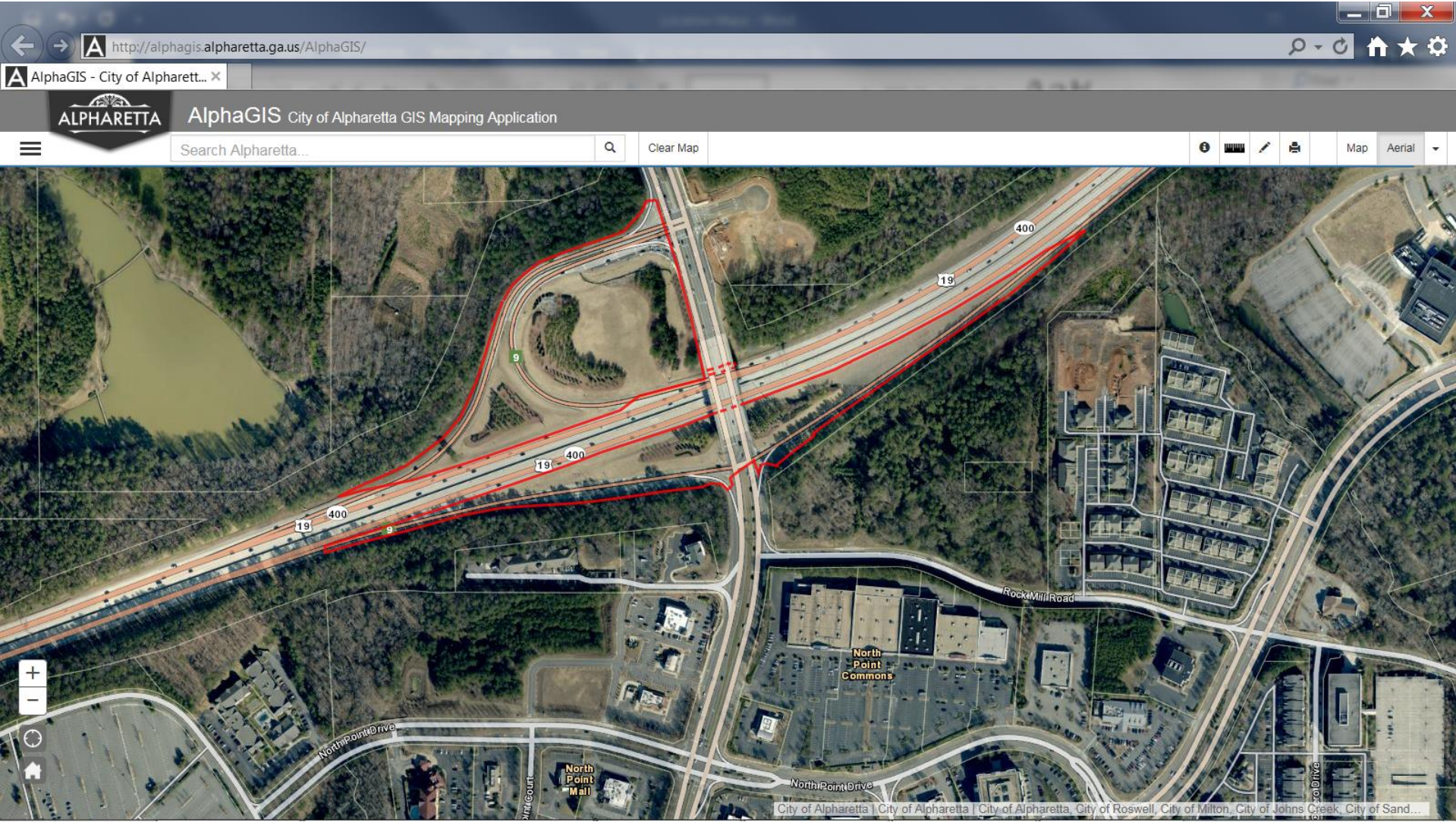


Encore Pkwy Overpass at SR 400 (Including Greenway Trail Driveway)

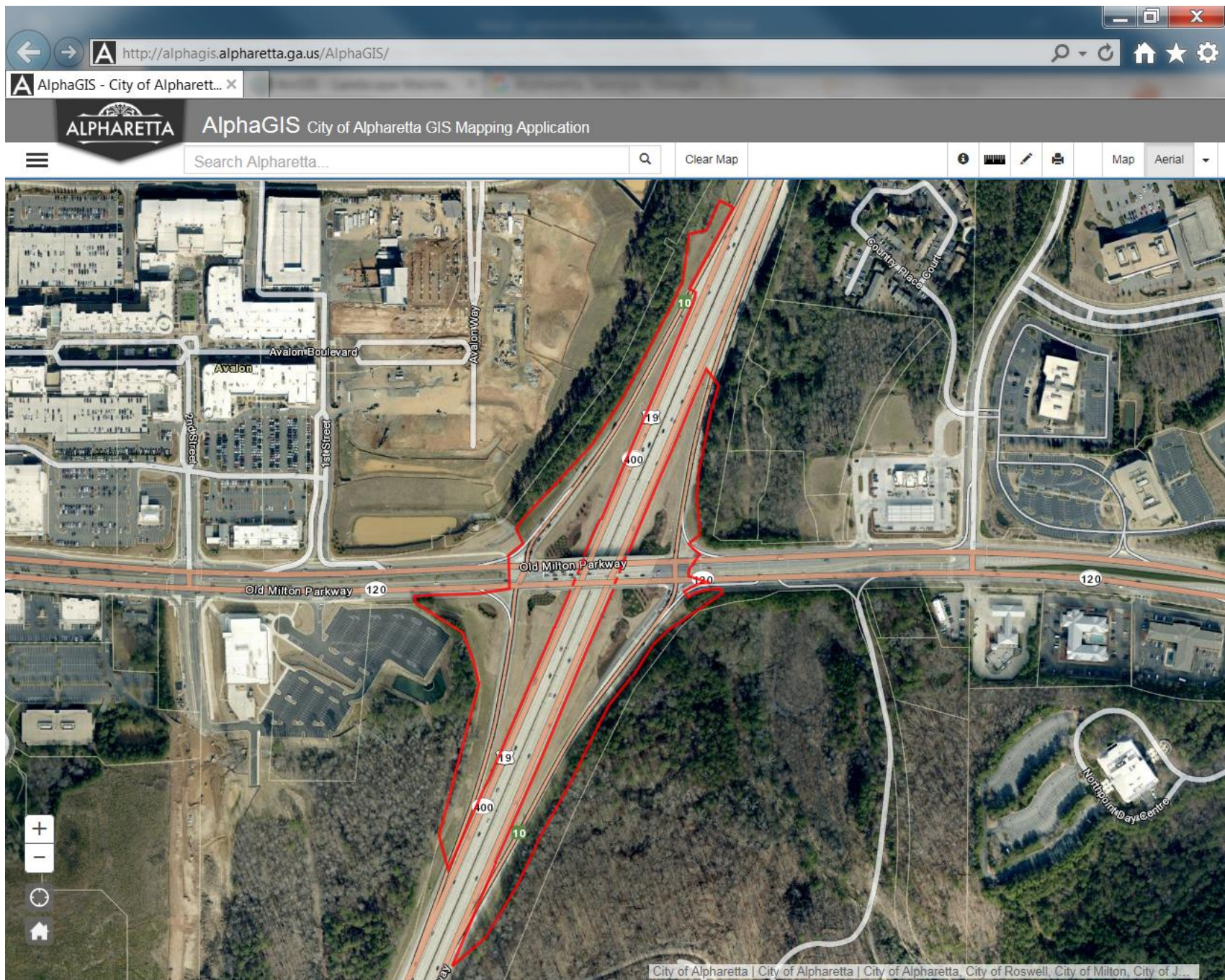
(See Landscape Plans by Arcadis, last revision 7/13/2015)



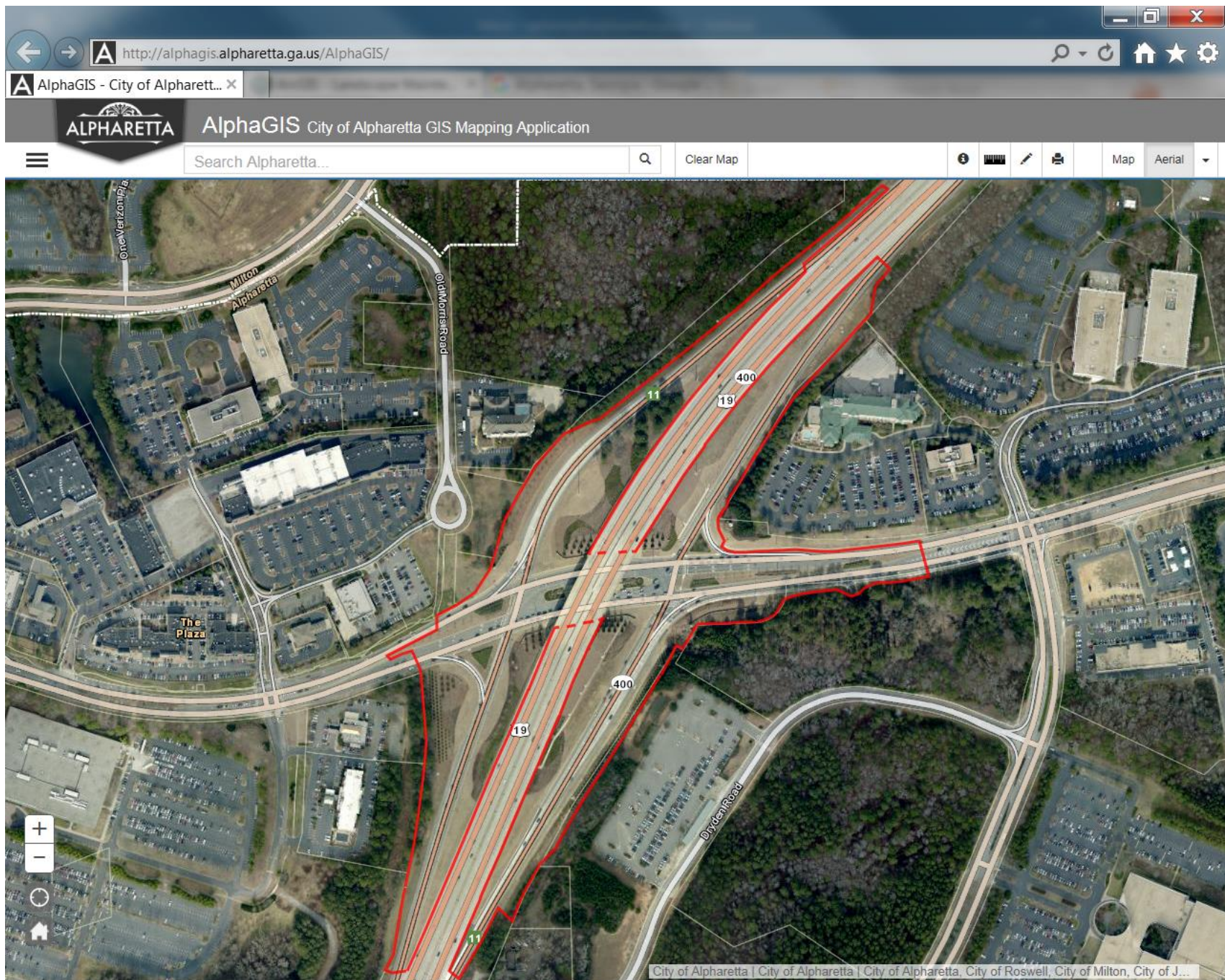
SR 400 at Haynes Bridge Rd Interchange



SR 400 at Old Milton Pkwy Interchange



SR 400 at Windward Pkwy Interchange



SECTION 5: COST SUBMISSION

NOTE: All items must meet requirements per Invitation To Bid.
Pricing required for all bid items for bids to be considered.
Incomplete bid pricing may result in a non-responsive bid.

Item #1	Item Description	Unit	Quantity	Unit Price Bid	Total for Item
1	SR 400 at Mansell Road Interchange				
1.1	Annual Maintenance Cost	LS	1	\$ -	\$ 22,408.00 -
1.2	Annual Aeration and Overseeding	LS	1	\$ -	\$ 840.00 -
TOTAL FOR ITEM #1					\$ 23,248.00 -
Item #2	Item Description	Unit	Quantity	Unit Price Bid	Total for Item
2	Encore Overpass at SR 400 (Including Greenway Train Driveway)				
2.1	Annual Maintenance Cost	LS	1	\$ -	\$ 5,602.00 -
2.2	Annual Aeration and Overseeding	LS	1	\$ -	\$ 383.00 -
TOTAL FOR ITEM #2					\$ 5,985.00 -
Item #3	Item Description	Unit	Quantity	Unit Price Bid	Total for Item
3	SR 400 at Haynes Bridge Road Interchange				
3.1	Annual Maintenance Cost	LS	1	\$ -	\$ 50,214.00 -
3.2	Annual Aeration and Overseeding	LS	1	\$ -	\$ 1,600.00 -
TOTAL FOR ITEM #3					\$ 51,814.00 -
Item #4	Item Description	Unit	Quantity	Unit Price Bid	Total for Item
4	SR 400 at Old Milton Parkway Interchange				
4.1	Annual Maintenance Cost	LS	1	\$ -	\$ 20,895.00 -
4.2	Annual Aeration and Overseeding	LS	1	\$ -	\$ 840.00 -
TOTAL FOR ITEM #4					\$ 21,735.00 -
Item #5	Item Description	Unit	Quantity	Unit Price Bid	Total for Item
5	SR 400 at Windward Parkway Interchange				
5.1	Annual Maintenance Cost	LS	1	\$ -	\$ 54,659.00 -
5.2	Annual Aeration and Overseeding	LS	1	\$ -	\$ 1,969.00 -
TOTAL FOR ITEM #5					\$ 56,628.00 -

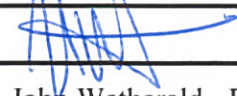
Bid Price Certification

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 Russell Landscape

Address PO Box 219

Dacula, GA 30019

Authorized Signature(s) 

Print/Type Name(s) and Title(s) John Wetherald - Director of Business Development

Contact Info: Phone Number 404-520-7903

Contact Info: E-mail Address john@rlg.cc



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: FY 17 MULTIMODAL SAFETY AND ACCESS PROGRAM PROPOSAL APPLICATION

II. RECOMMENDATION:

Staff requests approval to submit an application to GDOT for funding for the FY 2017 Multimodal Safety & Access Program for the mid-block crosswalk at Marietta Street and Main Street improvement project and authorization of the Mayor to execute all necessary documents.

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: \$161,500. GRANT REQUIRES A 30% LOCAL MATCH WHICH TOTALS \$48,450 (FUNDED THROUGH A REALLOCATION OF MAJOR INTERSECTION IMPROVEMENTS PROJECT APPROPRIATIONS). GDOT WOULD FUND 70% OF IMPROVEMENTS TOTALING \$113,050.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Mid-block Crosswalk at Marietta St. and Main St. (GDOT Grant; 34041100-541410-C17XX)	\$113,050.00
Mid-Block Crosswalk at Marietta St. and Main St. (City Match; 30141100-541410-C17XX)	\$48,450.00
Major Intersection Improvements (30141100-541410-C1606)	(\$48,450.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
GDOT Multimodal Safety & Access Grant (34041100-334310-C17XX)	\$113,050.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

GDOT is soliciting project proposals for small bike or ped safety or accessibility projects through the Regional Commissions. The program is targeted towards "quick fixes" that can be under construction by the end of 2017, such as sidewalk gaps, crosswalks, refuge islands, bike lanes, pedestrian signals, etc. GDOT will pay up to 70% of the construction cost.

Proposed projects must be on the state route system and either connect or improve a connection in existing facilities for biking, walking, or connecting by biking or walking to transit. Any state route is eligible, the program is not specific to state or local bicycle or pedestrian corridors.

Projects should demonstrate improve safety for people walking and/or biking and not adversely impact the safety of people driving. Projects should have public support. Additional consideration will be given to projects that will improve health outcomes and generate economic impact in the community.

The Department of Public Works is requesting permission to submit an application on the City's behalf in regards to the mid-block crosswalk at Marietta Street and Main Street improvement project. This project has been designed by Pond & Company.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Pond & Co- Traffic Analysis and Recommendations for Mid Block Crossing at SR9 at Marietta St, Concept Plan, FY17 Multimodal Safety and Access Project Proposal Form- SR9 at Marietta St

To: John Maloney, City of Alpharetta

CC: Geoff Sarra, City of Alpharetta
Richard Fangmann, Pond

From: Graham Malone, Pond

Date: September 2, 2016

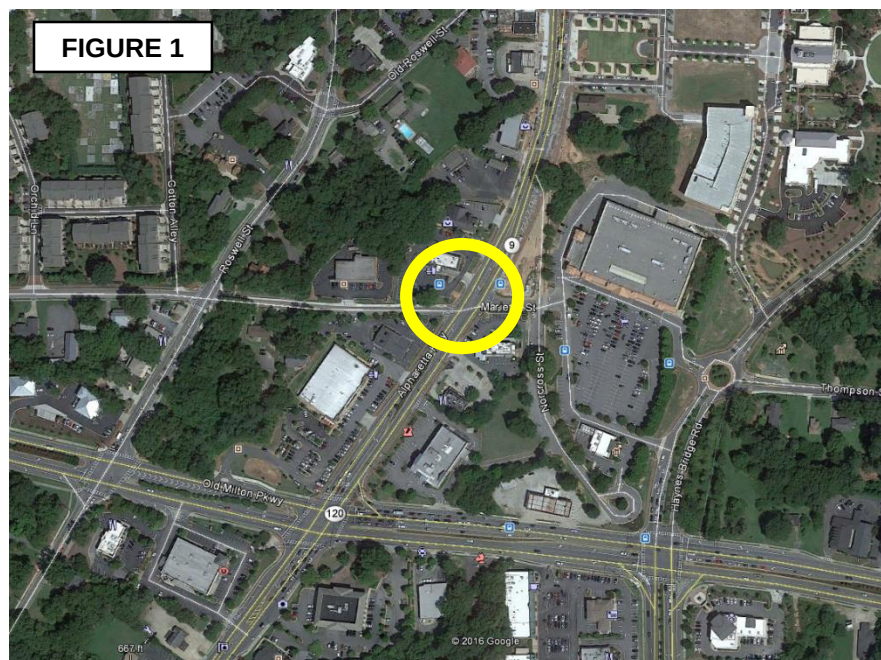
Subject: Traffic Analysis and Recommendations for Mid-Block Crossing of SR 9 at Marietta St.

INTRODUCTION

Pedestrian crossings across SR 9 in the block between the signal at Old Milton Parkway and Marietta Street are currently being made without the aid of traffic control. The City of Alpharetta approached Pond to study the potential for signaling the intersection of SR 9 and Marietta Street to help control vehicle movements and to provide a location where pedestrians can cross SR 9 with the protection of a traffic signal. Pond conducted a signal warrant study to determine whether a signal could be justified based on hourly vehicle volumes. Pond also investigated video recording taken of pedestrian crossings north of Old Milton Parkway on June 30, 2016 between 1 PM and 11 PM for the purposes of determining the mid-block crossing treatment, in the event that a traffic signal is not warranted here. This memo summarizes the methodology used in this study and makes a recommendation based on the study findings.

STUDY LOCATION AND EXISTING CONDITIONS

The location of the proposed signal is at the existing intersection of SR 9 and Marietta Street. A location map showing the intersection and surrounding land use is shown in Figure 1 below.



The Average Daily Traffic along SR 9 in this area, as reported by the most recent actual count from GDOT count station #1210144, was 29,500 vpd in 2014. The major street has a four-lane typical section with auxiliary left and right turn lanes. The side street approaches are currently stop controlled. The westbound approach coming from a Publix on the east side of SR 9 has a right turn lane and a through-left lane, while the opposite approach has one shared left-through-right lane. These side street approaches are offset slightly and intersect SR 9 at acute angles less than 90 degrees, making the intersection skewed. The speed limit on SR 9 in this area is 35 mph.

To the northeast of the site lies the Alpharetta City Center, which includes the city hall, and a large parking deck. Future plans for the site include several restaurants, retail space, an expansion to the parking deck, and residential space.

1,030 feet to the north of the site is a signalized intersection with Milton Avenue/Academy Street. Between the study location and this signal is a pedestrian hybrid beacon (PHB) which stops traffic when a pedestrian call is received from either side of SR 9/Main Street. The PHB is 760 feet north of the study location. The purpose of this PHB is to provide a controlled crossing between the City Center site and the businesses on the west side of the road.

650 feet to the south of the study area lies another signalized intersection with Old Milton Parkway. Pedestrian facilities are present at this signal.

SIGNAL WARRANT ANALYSIS

Installation of a traffic signal at this currently unsignalized intersection requires an analysis of turning movement volumes over the course of a 12-hour period to determine if any of the Federal signal warrants are met. The warrants that were analyzed as a part of this study are as follows:

- Warrant 1: 8-Hour Vehicular Volume
- Warrant 2: 4-Hour Vehicular Volume
- Warrant 3: Peak Hour Vehicular Volume

These warrants are based solely on vehicular volumes. These warrants look at total intersecting volume and also consider difficulty that cars from the minor street may have crossing or turning into intersecting traffic. As per Georgia Department of Transportation (GDOT) and FHWA guidance, the right turn volume on each approach was removed from the turning movement analysis. Results from the evaluation of the three warrants conclude that the side street volumes are not high enough to justify the installation of a signal. Table 1 provides a summary of the warrant analysis.

Table 1: Summary of Vehicular Warrant Analysis

Warrant	No. of Hours Needed	No. of Hours Met	Warranted?
Warrant 1	8	0	No
Warrant 2	4	0	No
Warrant 3	1	0	No

Signalizing this intersection is not recommended and would not be supported by GDOT during a permit application process. The recommended approach based on this information is to determine the ideal treatment for a mid-block crosswalk to assist with pedestrian crossings.

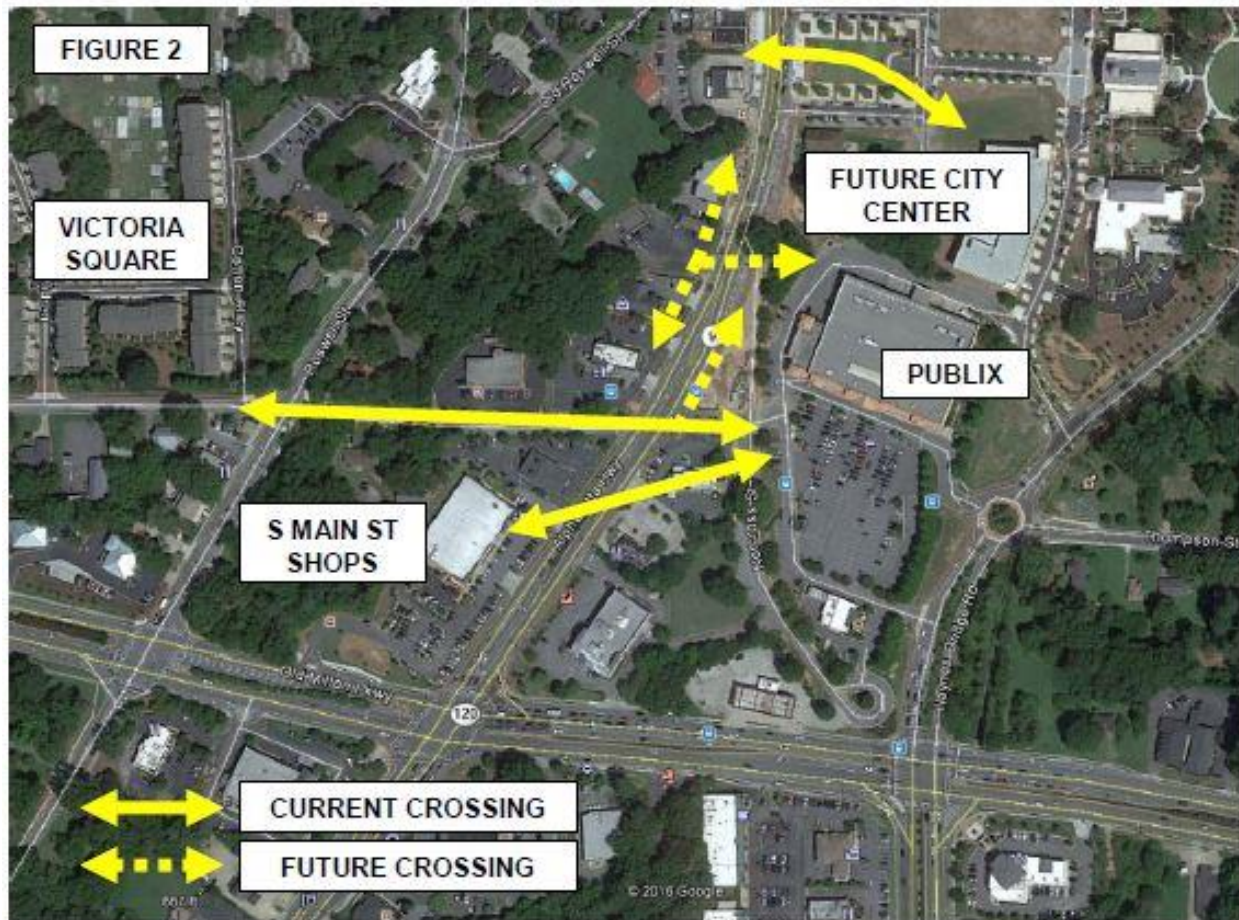
PEDESTRIAN AND MID-BLOCK CROSSING ANALYSIS

Since signalizing the existing intersection is not an option, Pond looked at pedestrian crossing volumes to understand what other treatment may be justified based on the number of hourly mid-block crossing occurrences. A traffic management camera was positioned to record crossings in the area between Old Milton Parkway and Marietta Street. This count recorded a total of 34 crossings over a 12-hour period. The breakdown of crossings per hour is summarized in Table 2.

Table 2: Pedestrian Crossings of SR 9 by Hour and Direction

Time	Westbound	Eastbound
11:00am-12:00pm	2	1
12:00-1:00pm	0	0
1:00-2:00pm	0	0
2:00-3:00pm	1	1
3:00-4:00pm	1	6
4:00-5:00pm	8	2
5:00-6:00pm	0	0
6:00-7:00pm	0	4
7:00-8:00pm	1	0
8:00-9:00pm	1	2
9:00-10:00pm	1	1
10:00-11:00pm	2	0
Total	17	17

The purpose and location of these pedestrian crossings is important to determining where the mid-block crossing should be placed. Observations of current crossings reveal that approximately 70% of them took place south of the intersection of Marietta Street and SR 9. People are choosing to cross to the south because an existing raised median provides a refuge space. Few people were observed crossing SR 9 north of Marietta. It is believed that the existing PHB handles much of the demand to cross SR 9 in the block north of Marietta St. There are also fewer destinations on either side of SR 9 in this area. Future development may change this condition, however. The City Center site has additional retail, office, and parking space planned in the undeveloped land north of the Publix on the east side of the road that may all contribute to higher crossing demand as future phases are built. The newly constructed single-family and multi-family residences along Marietta Street also may be contributing to more demand to sites such as Publix, Salt Factory, and future City Center establishments. See Figure 2 on the following page for examples of expected walking patterns.



Several options exist for mid-block crossing treatments. FHWA guidance from its 2005 publication, *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations* suggests that the volume of traffic, the posted speed limit, and the number of lanes that need to be crossed are all factors in determining whether a marked crosswalk alone will suffice, or whether more enhancements are necessary.

In the case of SR 9, daily ADT is approximately 30,000 vpd. The speed limit is 35 miles per hour, and the typical section is four lanes wide. Based on these characteristics, FHWA guidance dictates that other treatments, such as traffic-calming measures, traffic signals with pedestrian signals (where warranted) or other substantial crossing improvements are necessary to reduce pedestrian crash risk. In other words, a marked crosswalk alone is not sufficient.

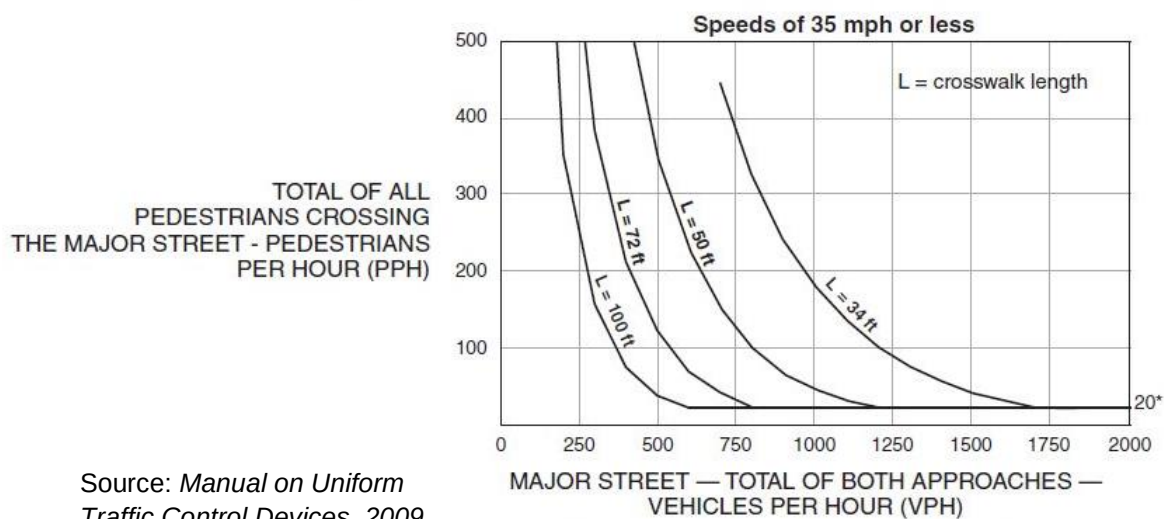
In this case, since a signal is not warranted, Pond's investigation looked at a pedestrian hybrid beacon (PHB) or a rectangular rapid flashing beacon (RRFB) to enhance the proposed mid-block crosswalk and improve safety. PHBs are overhead signals that are activated by a street-level push button. The signals remain dark until activated, at which time they indicate a yellow warning beacon to tell drivers to begin

braking. Then, during the walk interval, a solid red signal is displayed. At the end of this interval, the red signal flashes in an alternating pattern and at this time, drivers may begin moving again if pedestrians have cleared the crosswalk. RRFBs are less expensive to install and maintain and do not need to meet any criteria other than the absence of another governing traffic control sign or signal (yield, stop, etc.). An RRFB is not mounted on a large assembly like a PHB, and therefore may not be as imposing to drivers. The purpose of an RRFB is to call more attention to the fact that a pedestrian wishes to cross or may be in the crosswalk. The main difference between PHBs and RRFBs are:

- PHBs require drivers to stop before a pedestrian enters the crosswalk, and remain stopped for some calculated duration of time, based on crosswalk length and walking speed
- RRFBs only call attention to the presence of a pedestrian; drivers are not required to stop to let a pedestrian enter the crosswalk and so a pedestrian may still have to wait for a gap before crossing; state law does require drivers to stop for pedestrians once in the crossing, and the RRFB can help create heightened awareness among drivers when activated.

The Manual on Uniform Traffic Control Devices (MUTCD) contains warranting criteria for the installation of a PHB due to the disruptive nature to mainline vehicle traffic that are incurred by a PHB. This criteria was developed to ensure that the volume of pedestrian crossings is significant enough to justify stopping traffic. For low-speed roads (35 mph or less), the figure below is used to justify the use of a PHB.

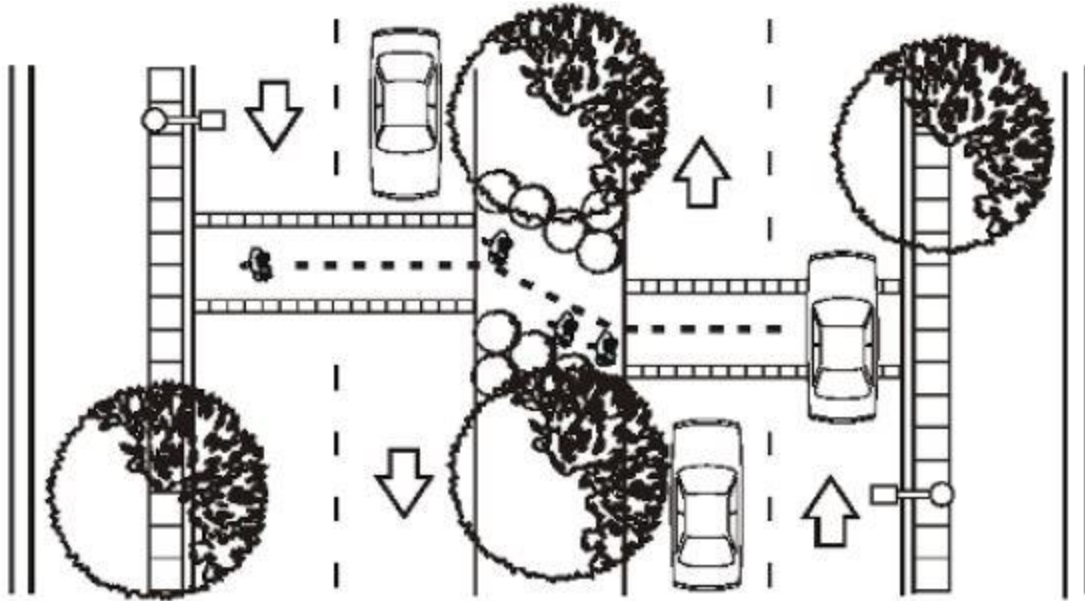
Figure 4F-1. Guidelines for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways



Source: *Manual on Uniform Traffic Control Devices, 2009*

As seen in graphic above, the minimum number of pedestrian crossings per hour that are needed to warrant a pedestrian hybrid beacon is 20. Based on the pedestrian count in Table 2, at no time during a typical day are 20 pedestrians crossing SR 9 in one hour. Under current conditions, a PHB is not warranted, and another method of control should be considered.

The preferred treatment for a mid-block crossing at this site is a marked crosswalk with pedestrian warning signs enhanced by solar-powered RRFBs. A refuge island in the middle of SR 9 can be constructed within the existing median to provide a landing. At this refuge island, use of a Z-crossing can also be used if space permits to position pedestrians to face the oncoming traffic that they are about to cross.

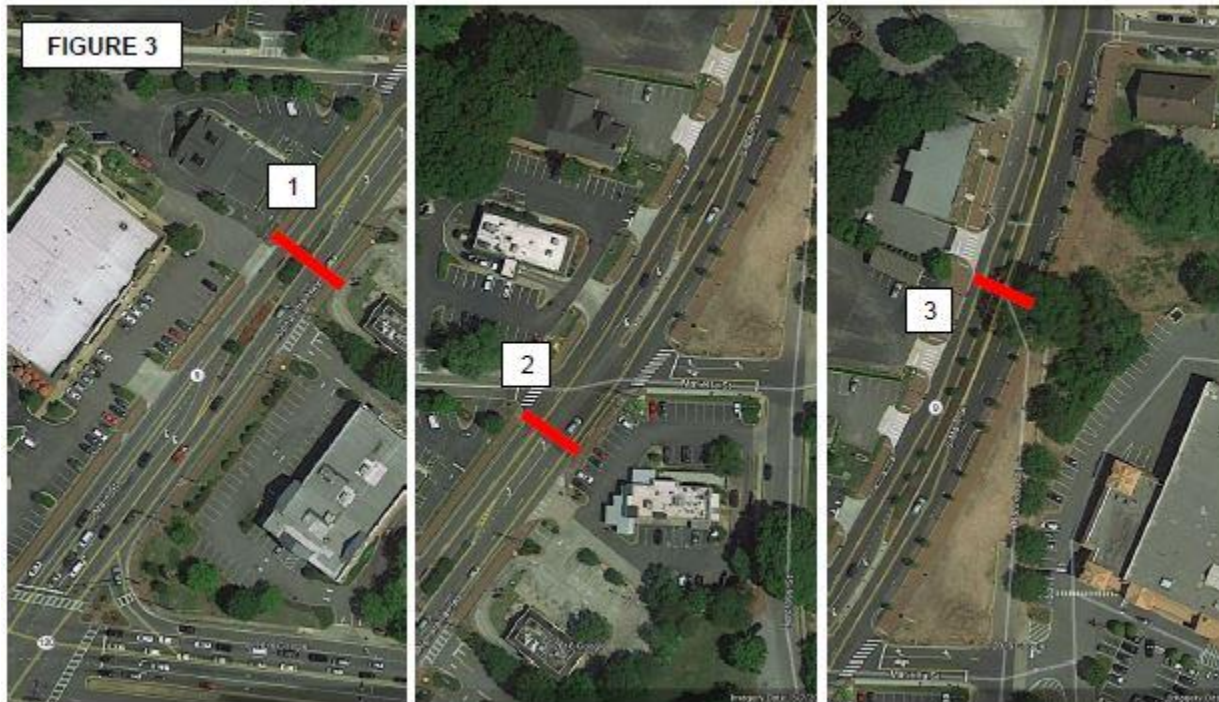


Source: FHWA University Course on Bicycle and Pedestrian Transportation

PLACEMENT OF THE MID-BLOCK CROSSING

The location of the midblock crossing is important to ensure that it is used correctly and to ensure that it is placed in a natural location where pedestrians already want to cross. Based on current and expected crossing demand (Figure 2) we considered a mid-block crossing at three potential locations (see Figure 3).

1. South of intersection of Marietta St. and SR 9
2. At the intersection of Marietta St. and SR 9, across the southern leg
3. Between Marietta St. and the existing Pedestrian Hybrid Beacon



The following Table 3 identifies several criteria that was used in making a determination of the ideal placement for the crosswalk. Considerations were given to proximity to existing signalized crossings, current and future demand, and the length of the crossing itself.

Table 3: Criteria Matrix for Determining Crosswalk Location

Location	Meets Current Demand	Meets Future Demand	Proximity to Existing Crosswalk	Crossing Length
Location 1	Yes	No	400' close to existing signal	22' per direction, with refuge island
Location 2	Yes	Yes	Ideal spacing btw. Signal and PHB	55' with no refuge island
Location 3	No	Yes	350' – close to PHB	22' per direction, with refuge island

Based on the qualitative assessment of each location, Pond recommends installing the RRFB crosswalk in Location 2. This location should capture most of the trips across SR 9 that are currently being made as well as those that are projected to take place with future phases of the City Center site. One movement that is not captured by this would be an east-west trip originating in the parking deck, and terminating on the east side of the road in the area near the tailor and the Alpharetta Outfitters store, which could be addressed by relocating the crosswalk if the need arises in the future. Location 2 is also ideal because of its spacing between existing signalized crosswalks (at Old Milton Parkway and the PHB to the north).

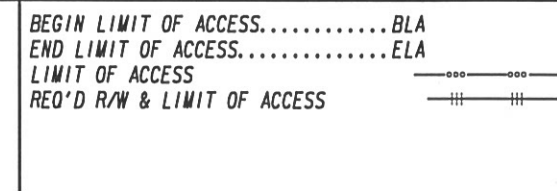
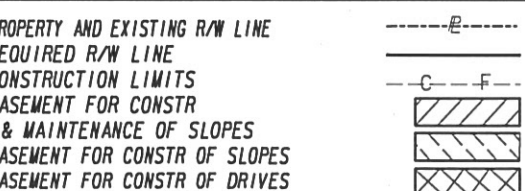
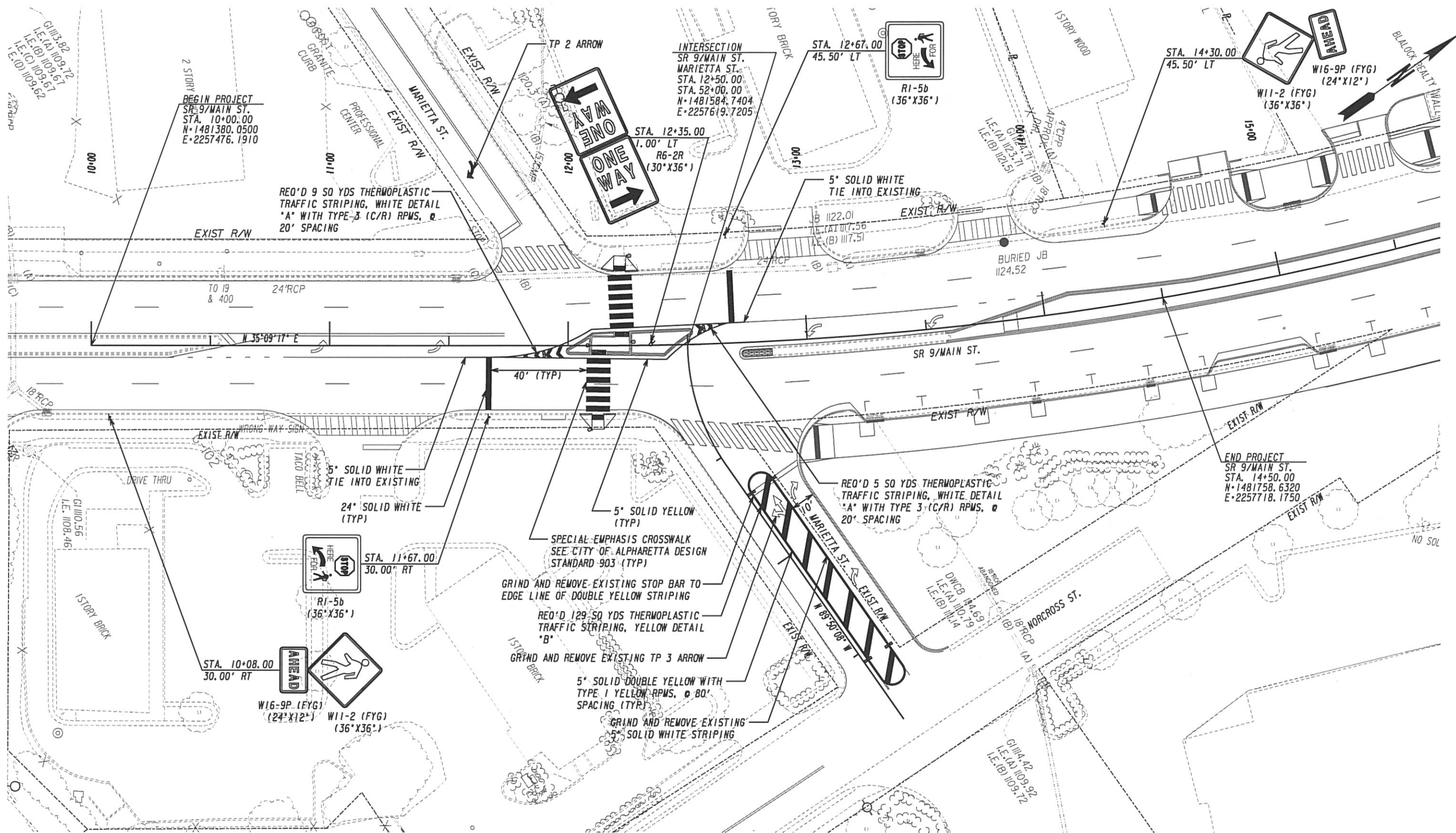
CONCLUSIONS

The number of pedestrians crossing SR 9 between Old Milton Parkway and the existing PHB, specifically around and south of the unsignalized intersection with Marietta Street, are not high enough to warrant the installation of another PHB. Additionally, vehicular volumes are not high enough throughout the day to justify the addition of another traffic signal at Marietta Street, which would benefit pedestrians by giving them a pedestrian signal with which to cross. Knowing the characteristics of vehicular traffic along SR 9, simply striping a mid-block crosswalk without any other enhancements is not recommended; therefore, the preferred treatment is to install a striped mid-block crosswalk with supplemental Rectangular Rapid Flashing Beacons (RRFBs).

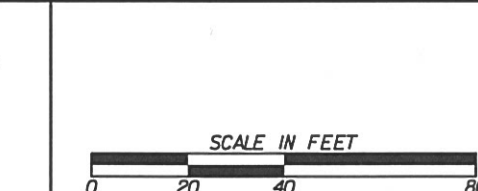
The crosswalk should be installed perpendicular to SR 9, south of the intersection with Marietta Street to minimize the distance a pedestrian needs to traverse. In addition to the new crosswalk striping, stop bars should be installed across the NB and SB lanes of SR 9 with supplemental road signs indicating to drivers that they should Stop Here for Pedestrians. The roadside pedestrian warning signs should be supplemented with directional arrow plaques and the RRFBs. Due to the width of SR 9, overhead RRFBs mounted to mast arms are also recommended for enhanced visibility.

A crossing here will benefit pedestrians walking longitudinally along SR 9, as well as those traveling to and from Publix, the South Main Street Shops, and the residences to the west. This location could not be converted into a PHB at a later date due to its proximity to the Marietta Street intersection. If the area in the northwest quadrant of the Marietta Street and SR 9 intersection redevelops into something else at a later date, the crossing location may need to be reevaluated at that time to ensure that walking trips to and from the City Center parking deck are captured.





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REVISION DATES

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS
OFFICE:
SR 9/MAIN ST AT MARIETTA STREET
DRAWING No. 26-001

FY 17 MULTIMODAL SAFETY & ACCESS PROJECT PROPOSAL FORM



Page 1 of 2

Regional Commission: Atlanta Regional Commission

Date: 3/10/2017

LOCAL GOVERNMENT INFORMATION

Local Government (LG): City of Alpharetta

LG Address: 2 Park Plaza, Alpharetta, GA 30009

LG Contact Name and Title: John Maloney

LG Contact Phone Number: 678-297-6200

LG Contact Email: jmaloney@alpharetta.ga.us

PROPOSED PROJECT INFORMATION

Project Title (include location): Pedestrian Safety Enhancement - SR9/Marietta Street

The proposed project: is located on the state route system ☒ YES ☐ NO

closes a gap in the walking and/or biking network ☒ YES ☐ NO

DESCRIPTION OF PROPOSED PROJECT

I. **Attach a one-page (8.5"x11" max.) map that shows the location of each project component and other relevant landmarks.**

II. Describe the physical components of the project.

Pedestrian crossings across SR 9 in the block between the signal at Old Milton Pkwy and Marietta St are currently being made without the aid of traffic control. A crosswalk should be installed perpendicular to SR 9, south of the intersection with Marietta St. In addition to the raised median, stop bars should be installed across the NB and SB lanes of SR 9 with supplemental road signs indicating to drivers that they should "Stop Here for Pedestrians". The roadside pedestrian warning signs should be supplemented with directional arrows, plaques, and flashing beacons mounted to mast arms to enhance visibility.

III. Describe how the project connects or improves a connection in existing facilities for biking, walking, or connecting by biking or walking to transit. Describe what services will be connected by the project (e.g. residential to education/ residential to park, etc.).

This project will enable pedestrians to safely cross SR 9 with a mid-block crosswalk with a raised median pedestrian refuge island and flashing beacons. This crossing connects the City's residential developments, shops, and restaurants. Currently, City Center site has additional retail, office, and parking space planned in the undeveloped land north of the Publix on the east side of the road that may all contribute to higher crossing demand as future phases are built. The newly constructed single-family and multi-family residences along Marietta Street also may be contributing to more demand to sites such as Publix, Salt Factory, and future City Center establishments.

FY 17 MULTIMODAL SAFETY & ACCESS PROJECT PROPOSAL FORM



Page 2 of 2

- IV. Describe the community impacted by the project; are there currently people walking and/or biking? Is the area currently underserved in regards to walking and/or biking infrastructure?

Currently there are no safe ways for pedestrians to cross State Route 9 at this location. Pedestrians attempting to cross the roadway in this area are under served, which result in individuals putting themselves in dangerous situations to get across the street. This pedestrian enhancement is centrally located between Old Milton Parkway and the HAWK signal at City Center.

- V. Describe how the project will impact transportation safety, health, and/or economic outcomes in the community impacted by the project.

This improved intersection will benefit pedestrians walking longitudinally along SR 9, as well as those traveling to and from Publix, the South Main Street Shops, and the residences to the west. This will enhance the overall pedestrian friendly street system that the City and business community desires to encourage economic growth. Currently the City is seeking to create pedestrian enhancements that connect to downtown, including the following: installing signalized crosswalks, a City bicycle/pedestrian loop, enhanced crosswalk safety at signalized intersections, parking decks for centralized parking to encourage walking to restaurants and shops.

- VI. Is the project consistent with local and/or regional plans? List all relevant plans and documents.

In the City of Alpharetta's 2008 Livable Center Initiative Downtown Circulation Study it was recommended that a midblock crossing along South Main Street at the unsignalized intersection of South Main and Marietta Streets (to serve the bus stop in front of the Hardee's).

COST ESTIMATE		
Task	Estimated or Actual Cost	
1. Preliminary Engineering	\$ <u>11,500.00</u>	<i>No.'s 1-4 must be locally funded, even if this cost exceeds 30%. The value of in-house work may be documented.</i>
2. Public Outreach	\$ _____	
3. Utilities (if applicable)	\$ _____	
4. Right of Way (if applicable)	\$ _____	
5. Construction	\$ <u>150,000.00</u>	<i>GDOT will provide up to 70% of the total project cost to selected projects.</i>
Total Project Cost	\$ <u>161,500.00</u>	



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra
Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: MULTIPLE SIDEWALK IMPROVEMENTS, ITB 17-006

II. RECOMMENDATION:

Please award Bid No. 17-006 to Excellere Construction, LLC in the amount of \$706,703.63 for the Multiple Sidewalk Improvements Project and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$706,703.63

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Sidewalk Improvements (30141100-541420-C1512)	\$175,200.28
Sidewalk Improvements (31741100-541420-C1512)	\$436,997.09
Tree Planting & Landscaping Imp (30141100-541200-C1302)	\$16,687.55
Tree Replacement Fund (30141100-541200-C0910)	\$14,211.60
Milling and Resurfacing (30141100-541410-C1219)	\$63,607.11

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this bid is for the construction of nine sidewalk segments throughout the City of Alpharetta. Of these nine projects, seven were identified as part of the 2016 Bond and the other two were funded as part of the capital budget of prior fiscal years. The scope of work at each location is as follows:

Canton Street (Capital) - Construction of approximately 430 linear feet of sidewalk along the east side of Canton Street in the vicinity of the intersection of Canton Street and Pebble Trail. Completion of this gap will provide contiguous sidewalk along the east side of Canton Street from Mayfield Road north to the City Limits.

Cotton Creek Entry (Bond) - Construction of approximately 570 linear feet of sidewalk along the east side of Cotton Creek Entry from Cotton Mill Place north to the cul-de-sac. Project will also include the replanting of nine trees. Completion of this gap will provide contiguous sidewalk along the east side of Cotton Creek Entry from Old Milton Parkway north to the cul-de-sac.

Crabapple Road / S.R. 372 (Bond) - Construction of approximately 470 linear feet of sidewalk along the north side of Crabapple Road from Green Road west to existing sidewalk. Project scope will also include installation and modification of storm drainage. Completion of this gap will provide contiguous sidewalk along the north side of Crabapple Road within the City Limits.

Hembree Road (Bond) - Construction of approximately 275 linear feet of sidewalk along the south side of

Hembree Road from North Fulton Industrial Boulevard east to existing sidewalk. Project scope also includes roadway repair of Hembree Road and North Fulton Industrial Boulevard made necessary by the high volume of large trucks in the area (cement trucks, tractor trailers, etc.). Completion of this sidewalk gap will provide contiguous sidewalk along the south side of Hembree Road from the City Limits east to Maxwell Road.

North Point Parkway (Bond) - Construction of approximately 950 linear feet of sidewalk along the west side of North Point Parkway between Old Milton Parkway and the northern end of Great Oaks Way. Completion of this gap will provide contiguous sidewalk along the west side of North Point Parkway from Morris Road south to the northern end of Great Oaks Way.

Pointe Place Northern Gap (Bond) - Construction of approximately 245 linear feet of sidewalk along the west side of Pointe Place from Upper Hembree Road south to existing sidewalk. Project also includes the construction of approximately 65 linear feet of sidewalk along the south side of Upper Hembree Road from Pointe Place east to existing sidewalk.

Pointe Place Southern Gap (Bond) - Construction of approximately 215 linear feet of sidewalk along the west side of Pointe Place from approximately 650 feet south of Hembree Road south to the cul-de-sac. Construction of this gap, in conjunction with the Pointe Place Northern Gap, will provide contiguous sidewalk along the west side of Pointe Place from Upper Hembree Road south to the cul-de-sac.

Upper Hembree Road (Bond) - Construction of approximately 340 linear feet of sidewalk along the south side of Upper Hembree Road between Taylor Oaks Drive and Pointe Place. Construction of this gap, in conjunction with the Pointe Place Northern Gap, will provide contiguous sidewalk along the south side of Upper Hembree Road within the City Limits.

Waters Road (Capital) - Construction of approximately 525 linear feet of sidewalk along the west side of Waters Road from just north of Waters Mill Drive to Shiraz Lane / Waters Chase Subdivision (private development, under construction). Project scope also includes the installation of curb and gutter and storm drainage. Completion of this gap will complete the City's portion of sidewalk construction necessary to provide contiguous sidewalk along the west side of Waters Road from Kimball Bridge Road south to Jones Bridge Road. Sidewalk improvements across the frontage of the Waters Chase Subdivision, including a pedestrian bridge across Long Indian River, are the responsibility of the private developer.

The Department of Public Works prepared plans and specifications for the sidewalk projects and advertised for competitive bids during January and February 2017. Bids for the project were received on February 16, 2017 and the City received a total of eleven bids from the following:

•CMEC, LLC	\$ 599,144.50
•Excellere Construction LLC	\$ 706,703.63
•BRTU Construction, Inc.	\$ 798,290.00
•Sol Construction LLC	\$ 818,619.00
•Tople Construction & Engineering, Inc.	\$ 837,644.75
•Ed Castro Landscape	\$ 867,420.90
•Precision 2000, Inc.	\$ 917,971.58
•Multiplex, LLC	\$ 937,582.00
•Glosson Enterprises	\$1,024,845.00
•Construction 57 Incorporated	\$1,454,160.00
•Surfaces Group, LLC	\$1,462,800.39

On February 28, 2017, the CMEC bid was withdrawn due to multiple errors and omissions. Thus, Excellere Construction LLC (Excellere) became the apparent low bidder. Excellere is an experienced contractor which has worked on several projects with similar scopes for several Georgia agencies including the City of Milton, City of Royston, and Georgia Gwinnett College. The contacted references stated that Excellere provided reliable work on time and within budget and would utilize their services again. Further, the president of Excellere, Mr. Luigi Hernandez, has previous experience working on City sidewalk projects as project manager while employed by Lewallen Construction. This experience includes Mid Broadwell Road Sidewalk

Improvements Phases 3, 4, and 5, and the Big Creek Greenway Connection from Fire Station 6.

Staff met with representatives of Excellere on March 2, 2017 to review the scope of work and the City's expectations. When asked about the large gap between their submitted bid price and the next lowest bidder, Excellere offered three potential reasons. First, Excellere will be self-performing a large amount of the work including demolition and erosion control, where others may be utilizing subcontractors. Second, Excellere owns all of the necessary signs, barrels, arrow boards, and other devices necessary to provide traffic control and will not have to rent these devices. Third, Excellere personnel spent extensive time reviewing the plans and visiting all the sites prior to preparing their bid to ensure they understood the project scope and the existing conditions in which they would be working. Excellere assured Staff that they could complete the project for the submitted bid amount and within the allocated time frame. Thus, Staff determined Excellere Construction LLC to be the lowest responsive and responsible bidder.

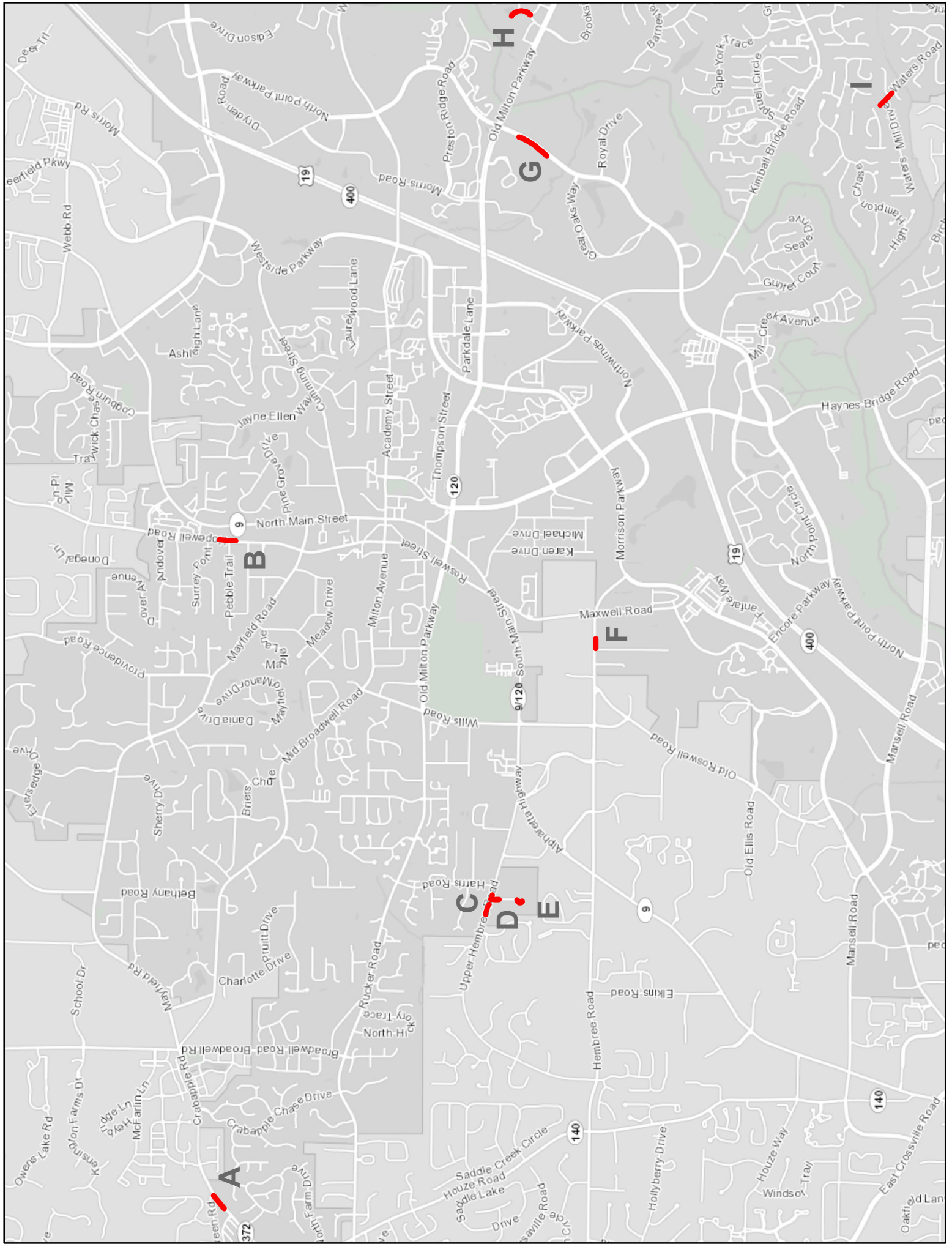
Once a contract with Excellere Construction LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for work at all locations is no more than 270 days from notice to proceed. The work along Canton Street is anticipated to be complete no more than 30 days from start of construction. The work along Cotton Creek Entry Location is anticipated to be complete no more than 30 days from start of construction. The work along Crabapple Road is anticipated to be complete no more than 30 days from start of construction. The work along Hembree Road is anticipated to be complete no more than 30 days from start of construction. The work along North Point Parkway is anticipated to be complete no more than 45 days from start of construction. The work along Pointe Place and Upper Hembree is anticipated to be complete no more than 60 days from start of construction. The work along Waters Road is anticipated to be complete no more than 45 days from start of construction.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

Location Maps





END PROJECT

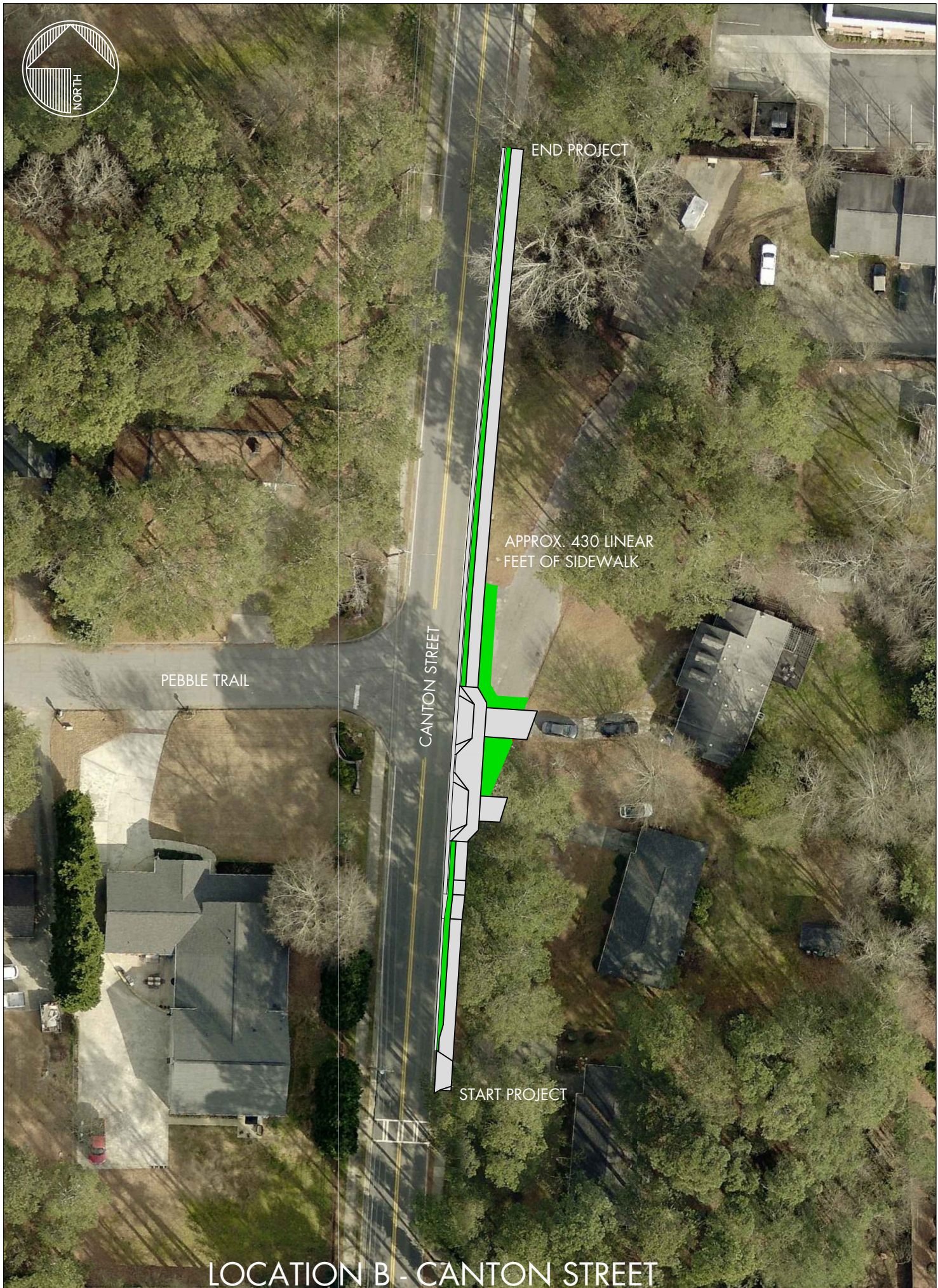
CRABAPPLE ROAD / S.R. 372

APPROX. 470 LINEAR
FEET OF SIDEWALK

GREEN ROAD

START PROJECT

LOCATION A - CRABAPPLE ROAD / S.R. 372



END PROJECT

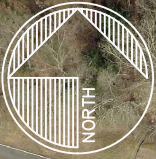
APPROX. 430 LINEAR
FEET OF SIDEWALK

PEBBLE TRAIL

CANTON STREET

START PROJECT

LOCATION B - CANTON STREET





POINTE PLACE

UPPER HEMBREE ROAD

SIDEWALK SHIFTS TO AVOID
POWER TRANSMISSION POLE

APPROX. 65 LINEAR
FEET OF SIDEWALK

STEEL PLATE
OVER FLUME

LOCATION D - POINTE PLACE NORTHERN GAP
(UPPER HEMBREE ROAD / POINTE PLACE INTERSECTION DETAIL)



START PROJECT

NORTH FULTON INDUSTRIAL BOULEVARD

APPROX. 275 LINEAR
FEET OF SIDEWALK

END PROJECT

HEMBREE ROAD

MAXWELL ROAD

LOCATION F - HEMBREE ROAD



START PROJECT

APPROX. 950 LINEAR
FEET OF SIDEWALK

END PROJECT

NORTH POINT PARKWAY

OLD MILTON PARKWAY / SR 120

GREAT OAKS WAY

LOCATION G - NORTH POINT PARKWAY



END PROJECT

APPROX. 570 LINEAR
FEET OF SIDEWALK

START PROJECT

WATERS FERRY WAY

COTTON CREEK ENTRY

COTTON MILL PLACE

GOLD MILTON PARKWAY

S.R. 126

LOCATION H - COTTON CREEK ENTRY



LOCATION I - WATERS ROAD



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Meeting Date: March 20, 2017

I. AGENDA ITEM TITLE: PURCHASE OF BACK-UP PISTOLS FOR POLICE DEPARTMENT OFFICERS.

II. RECOMMENDATION:

Approve the use of \$69,058.94 of Department of Justice seized funds (DEA Fund) for the purchase of:

- 135 Glock 43, 9mm, G43 pistols in the amount of \$43,267.50 from Ed's Public Safety (State Contract #9999-SPD-ES40199379-0003);
- Ammunition in the amount of \$12,291.44 from Gulf States (State Contract #9999-SPD-ES40199379-0005); and
- Reimbursement for holsters in the amount of \$13,500.00.

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: \$69,058.94 OF DEPARTMENT OF JUSTICE SEIZED FUNDS. BUDGET APPROPRIATIONS ARE ROUNDED.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Back-up Pistols/Small Equipment (21031110-531600)	\$43,268.00
Ammunition/General Supplies (21031110-531100)	\$12,292.00
Back-up Holster Reimbursement/General Supplies (21031110-531100)	\$13,500.00
DEA Fund (Federal Seizure) Non-Allocated (21031110-579000)	(\$69,060.00)

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00
-	\$0.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The Alpharetta Department of Public Safety is requesting approval to use Department of Justice seized funds to purchase back-up pistols for all Sworn Officers. Back-up pistols are carried in the event of a catastrophic failure or the loss of a primary pistol during an active, rapidly evolving deadly force situation. Currently, Sworn Officers are authorized to carry a back-up pistol of their choice which they purchase. This leads to different types of pistols and different calibers of ammunition that our Officers are currently carrying. A uniform back-up weapon streamlines our qualification, maintenance, inspection and reporting processes. This also ensures common weapons training and weapons familiarization for all officers while supporting them with a common weapon. Issuing back-up weapons helps ensure Officer Safety and enhances our ability to protect the public.

Seized funds in an amount totaling \$69,058.94 are recommended to be utilized as follows:

- Purchase one-hundred thirty five (135) Glock 9mm, G43 pistols which are a compact design and can be easily

concealed making it an ideal weapon for the intended purpose. The Glock weapon design is known to us and we already have several police officers who are trained as armorers with the weapon system. This will enable us to absorb the weapons with no additional armorer training needed. The pistols would be purchased through State Contract (#9999-SPD-ES40199379-0003) from Ed's Public Safety in an amount totaling \$43,267.50. Multiple vendors provide these pistols through State Contract but the Department has worked with Ed's Public Safety in the past and has found their customer service to be exceptional. Also, they have the weapons in stock and will expedite the order.

- Purchase ammunition for the officers. This includes the initial training, qualification and their initial duty issue. The ammunition would be purchased through State Contract (#9999-SPD-ES40199379-0005) from Gulf States Distributors in an amount totaling \$12,291.44.
- Authorization to reimburse officers for the purchase of their preferred back-up holster - not to exceed \$100.00 per officer. The holsters would be turned in as Department property if the officer leaves the Agency. The cost for holster reimbursements is estimated at \$13,500.00.

State contract pricing quotes are attached.

V. ALTERNATIVES:

VI. ATTACHMENTS:

G43 bids and ammo cost

ED'S PUBLIC SAFETY

4431 N. Henry Blvd., Stockbridge, GA 30281

Sharon Griffin, L.E. Sales

O) 404-857-1010 F) 770-389-6699

sharon@edspublicsafety.com

QUOTE

Alpharetta Department of Public Safety

2565 Old Milton Pkwy

Alpharetta, GA 30009

Attn: Capt. Sanford West

swest@alpharetta.ga.us

678-297-6320

Quote No. 17-2-064

Date 2/13/17

Expires 90days

<u>Line</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Extended</u>
1	GLOCK 43LE with Fixed Sights	135	320.50	43,267.50
2	Currently In Stock / Pickup (Otherwise, drop ship from Mfr est. 90days ARO)			0.00
3	TOTAL			\$ 43,267.50

Required Documents To Order:

1) Letterhead Request and

2) FET (Federal Excise Tax Exemption Certificate).

** Department's Physical Shipping Address Must Be On Documents.*

Copies required to PROCESS Order.

Originals required to RELEASE Order.

Thanks for the opportunity. Contact me with any questions.

Sharon Griffin

sharon@edspublicsafety.com

(404) 857-1010

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0138102

Order Date: 2/15/2017

Salesperson: 0070

Customer Number: GAALPH

Sold To:

City of Alpharetta
Two South Main Street
Accounts Payable
Alpharetta, GA 30004
Confirm To:

Ship To:

Alpharetta Police Department
2565 Old Milton Parkway
Alpharetta, GA 30004

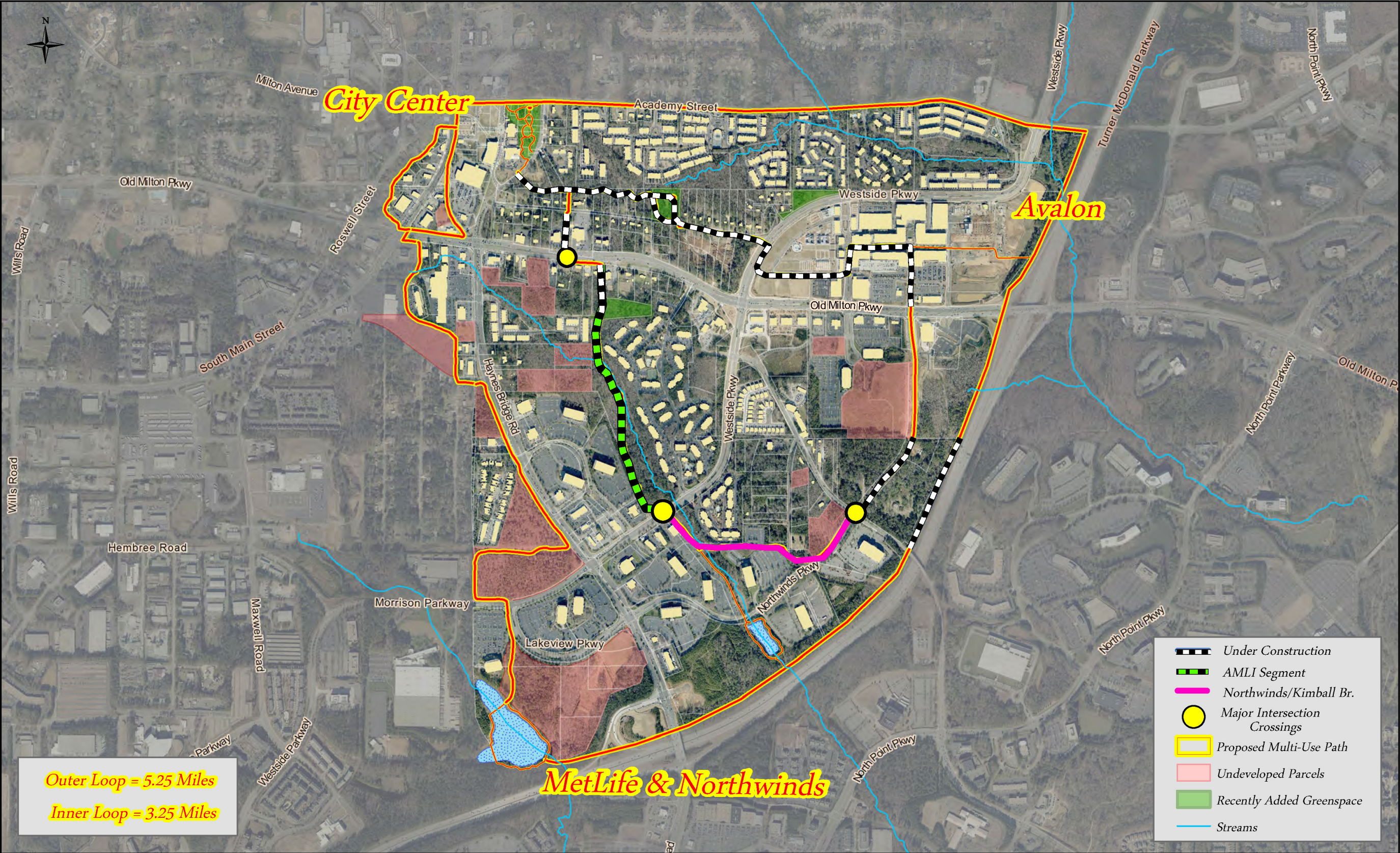
Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HOR90225	CASE	14.00	0.00	0.00	197.96	2,771.44
9mm +P 135gr Critical Duty			Whse: 000	DropShip: N		
HOR90237	CASE	68.00	0.00	0.00	140.00	9,520.00
9mm 135gr FMJ			Whse: 000	DropShip: N		

Net Order:	12,291.44
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	12,291.44

Item Description	Quantity	Unit	Unit Cost	Totals
Phase A: North of Westside (the ALMI stretch) (5,150 LF / 0.98 Mi)				
Tier 1: Earthwork, Demolition, and Erosion Control				
Unclassified Excavation	575	CY	\$50	\$28,750
Fine Grading (12" Depth)	5750	CY	\$4	\$23,000
Silt Fence	7725	LF	\$4	\$30,900
Stabilized Construction Entrance	5	LS	\$3,500	\$17,500
Clearing and Grubbing	8	AC	\$5,175	\$41,400
Graded Aggregate Base	7000	SY	\$10	\$70,000
Concrete Trail	56500	SF	\$4	\$226,000
Elevated Trail (Permatrak 15' wide)	600	LF	\$1,200	\$720,000
Bridge	90	LF	\$2,000	\$180,000
Walls	1325	LF	\$160	\$212,000
Site Furnishings	1	LS		\$60,000
			Subtotal:	\$1,609,550
Contingency	20%			\$321,910
Mobilization / Overhead & Profit / Insurance	15%			\$241,433
Design, Engineering, Survey, Special Studies Fee	10%			\$217,289
			Tier 1 Total Cost:	\$2,390,182
Tier 2: Pocket Parks / Plazas				
Pocket Parks & Plazas	0.65	AC	\$500,000	\$325,000
Enhanced Landscape	3.5	AC	\$200,000	\$700,000
Walls	680	LF	\$160	\$108,800
			Subtotal:	\$1,133,800
Contingency	20%			\$226,760
Mobilization / Overhead & Profit / Insurance	15%			\$170,070
Design, Engineering, Survey, Special Studies Fee	10%			\$153,063
			Tier 2 Total Cost:	\$1,683,693
PHASE A TOTAL:				\$4,073,875
Phase B: South of Westside to Kimball Bridge (2,920 LF / 0.55 Mi)				
Tier 1: Earthwork, Demolition, and Erosion Control				
Unclassified Excavation	165	CY	\$50	\$8,250
Fine Grading (12" Depth)	3250	CY	\$4	\$13,000
Silt Fence	4380	LF	\$4	\$17,520
Stabilized Construction Entrance	4	LS	\$3,500	\$14,000
Clearing and Grubbing	2.5	AC	\$5,175	\$12,938
Graded Aggregate Base	3893	SY	\$10	\$38,930
Concrete Trail	32700	SF	\$4	\$130,800
Elevated Trail (Permatrak 15' wide)	150	LF	\$1,200	\$180,000
Bridge	100	LF	\$2,000	\$200,000
Walls	1560	LF	\$160	\$249,600
Site Furnishings	1	LS		\$200,000
			Subtotal:	\$1,065,038
Contingency	20%			\$213,008
Mobilization / Overhead & Profit / Insurance	15%			\$159,756
Design, Engineering, Survey, Special Studies Fee	10%			\$143,780
			Tier 1 Total Cost:	\$1,581,581

Tier 2: Pocket Parks / Plazas				
Pocket Parks & Plazas	0.45	AC	\$500,000	\$225,000
Enhanced Landscape	2	AC	\$200,000	\$400,000
Walls	650	LF	\$160	\$104,000
			Subtotal:	\$729,000
Contingency	20%			\$145,800
Mobilization / Overhead & Profit / Insurance	15%			\$109,350
Design, Engineering, Survey, Special Studies Fee	10%			\$98,415
			Tier 2 Total Cost:	\$1,082,565
				PHASE B TOTAL: \$2,664,146
Phase C: Tunnel and At-Grade Crossings				
Old Milton Road (HAWK)				\$150,000
Westside Parkway Tunnel				\$1,000,000
Northwinds Pkwy at Kimball Bridge Rd. Signal and Crosswalk Enhancement				\$50,000
Design & Studies Contingency				\$70,000
			PHASE C TOTAL:	\$1,270,000
Grand Totals				
Phase A				\$4,073,875
Phase B				\$2,664,146
Phase C				\$1,270,000
			GRAND TOTAL:	\$8,008,020

The Alpha Loop -- Construction Phases





Land Contribution From Haynes Park

Current Design & Partnership Efforts

